

Regular Meeting
KILLINGLY BOARD OF EDUCATION
Wednesday, June 8, 2022
7:00 PM
Killingly Town Hall, 172 Main St.
2nd Floor, Town Hall Community Mtg. Room

1. **CALL TO ORDER & PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **PRESENTATION, DISCUSSION AND POSSIBLE ACTION REGARDING KMS PHASE II**
4. **RECOGNITION OF VISITORS**
 - A. Killingly Intermediate School Choir and Band Students
5. **REPORT BY STUDENT BOARD MEMBER**
6. **PUBLIC COMMENT-** *Members of the public are encouraged to share their thoughts with the Board of Education and are invited to do so during this segment of the meeting. When appropriate to do so, members of the Board and the administration may respond to comments. However, in consideration of those in attendance and in an effort to proceed in a timely manner, follow-up discussion may need to take place outside of the meeting setting.*
7. **TOWN COUNCIL LIAISON REPORT**
8. **BOARD CHAIR AND COMMITTEE UPDATES**
 - A. Curriculum Committee
 - B. Facilities Committee
 - C. Personnel Committee
 - D. Policy Committee
 1. FIRST READING of Bylaw of the Board #9325, Meetings, Meeting Conduct
 2. FIRST READING of New Mandated Policy #6141.51, Instruction, Advanced Courses or Programs, Eligibility Criteria for Enrollment
 3. FIRST READING of New Mandated Policy # 6141.52 -Instruction, Challenging Curriculum, Criteria for Identification of Eligible Grade 8 and 9 Students.
 4. FIRST READING of New Mandated Policy # 6172.1 Instruction- Gifted and Talented Students Program
9. **SUPERINTENDENT'S UPDATE**
 - A. 2022-23 Budget
 - B. 2022 Farm Viability Grant Program
 - C. School Safety
 - D. End of Year Events

continued

**Regular Meeting
KILLINGLY BOARD OF EDUCATION
Wednesday, June 8, 2022**

- 10. DISCUSSION AND POSSIBLE ACTION OF THE BOARD OF EDUCATION 2022-23 APPROVED BUDGET**
- 11. DISCUSSION AND POSSIBLE ACTION REGARDING 2022-23 FARM VIABILITY GRANT PROGRAM**
- 12. CONSENT AGENDA**
 - A. May 25, 2022 Board Meeting Minutes
 - B. Student Enrollment
 - C. June 2022 Employee of the Month Nominee
- 13. ADJOURNMENT**

By-Laws of the Board

Meetings

Meeting Conduct

Meetings of the Board of Education shall be conducted by the Chairperson in a manner consistent with the adopted bylaws of the Board.

All Board meetings shall commence at the stated time and shall be guided by an agenda which has been prepared and delivered in advance to all Board members and other designated persons.

The conduct of meetings shall, to the fullest possible extent, enable members of the Board to (1) consider problems to be solved, weigh evidence related thereto, and make wise decisions intended to solve the problems, and (2) receive, consider and take any needed action with respect to reports of accomplishment of students or of school system operations.

Provisions for permitting any individual or group to address the Board concerning any subject that lies within its jurisdiction shall be as follows:

- ~~1. Five minutes may be allotted to each speaker and a maximum of twenty minutes to each subject matter.~~
1. 20-30 minutes will be allotted for public comment per meeting. Time will be divided by the number of people signed up, limited to no more than 3 minutes, maximum per person. People wishing to speak must sign-up prior to the start of the meeting.
2. No boisterous conduct shall be permitted at any Board of Education meeting. Persistence in boisterous conduct shall be grounds for summary termination, by the Chairperson, of that person's privilege of address. If necessary, the Chairperson may clear the room so that the Board can continue the meeting.
3. Speakers may offer objective criticism of district operations and programs, but the Board encourages members of the public to address complaints concerning individual district personnel through the proper chain of command. (classroom teacher, building administrator, superintendent.) The Chairperson may direct the member of the public to the appropriate means to address concerns brought before the Board; however, the Board will not respond with action but will take comments under advisement and direct the comments to the appropriate staff member to address outside of the Board meeting.
4. Speakers are asked to express themselves in a civil manner, with due respect for the dignity and privacy of others who may be affected by their comments. While it is not the Board's intent to stifle public comment, speakers should be aware that if their statements violate the rights of others under the law of defamation or invasion of privacy, the speaker may be held legally responsible. Speakers unsure of the legal ramification of what they are about to say are urged to consult first with their legal advisor.

~~Actions by the Board~~

~~Board of Education shall acknowledge in writing any citizen who addresses said Board in writing within two weeks of the meeting at which said comments were presented.~~

By-Laws of the Board

Meetings

Action by the Board

The Board of Education may adjourn any regular or special meeting to a specified time and place.

If all members of the Board are absent, the clerk may adjourn the meeting. A copy of the notice of adjournment shall be conspicuously displayed near the meeting room door at the time of adjournment within twenty-four hours of adjournment.

No action will be taken unless the subject acted upon was listed in the agenda published for that meeting, except that an item of business not included on the agenda of a regular meeting may be considered and acted upon after a two-thirds vote of the members present and voting to add such business to the agenda.

The Board of Education shall not adopt resolutions except where such adoption is required by law, or where the intent of the Board is to publish a status position of the Board, as in advising the General Assembly of the Board's position on a proposed law, or commending staff members or other agencies for work well done.

All actions taken by the Board shall be identified clearly in minutes of the Board meeting as provided in Bylaw 9326, Minutes.

(cf. 1120 - Board of Education Meetings re Public Participation)

(cf. 1312 - Public Complaints)

(cf. 9321 - Time, Place, Notification of Meetings)

(cf. 9322 - Public and Executive Sessions)

(cf. 9323 - Construction/Posting of Agenda)

(cf. 9325.5 - Telephonic and Videoconferencing Participation)

(cf. 9326 - Minutes)

Legal Reference:

- Connecticut General Statutes
- 1-200 Definitions.
- 1-206 Denial of access of public records or meetings. Notice. Appeal.
- 1-210 Access to public records.
- 1-225 Meetings of government agencies to be public.
- 1-226 Recording, broadcasting or photographing meetings.
- 1-231 Executive sessions.
- 1-232 Conduct of meetings (re disturbances).
- 10-224 Duties of the Secretary.
- 19a-342 Smoking prohibited in certain places. Sign required. Penalty.

Adopted: April 8, 2015

KILLINGLY PUBLIC SCHOOLS
Killingly, CT 06239

Instruction

Advanced Courses or Programs, Eligibility Criteria for Enrollment

Purpose

The Board of Education (Board) believes in the basic principle that academic rigor and the opportunity to accelerate learning are powerful motivators for students to meet intellectual challenges and excel in the academic environment. The Board supports advanced courses and programs that promote academic acceleration. All students at the high school level will be provided an opportunity to participate in a rigorous and academically challenging curriculum.

The Board encourages students to pursue rigorous, challenging academic coursework such as, but not limited to, honors classes, dual enrollment, dual credit, and advanced placement classes.

The Board, to encourage student participation in advanced courses or programs, will communicate information about advanced courses or programs to students and parents; offer district-wide counseling to students about the benefits of advanced level courses and programs; and annually report on enrollment in these advanced courses and programs.

The benefits of advanced coursework opportunities are not limited to one particular model.

Definitions

An "**advanced course or program**" is defined as an honors class, advanced placement class, dual enrollment, dual credit, early college or any other advanced or accelerated course or program offered by the Board of Education in grades 9-12, inclusive.

"**Prior academic performance**" means the course or courses that a student has taken, the grades received for each course, and a student's grade point average.

Procedures/Criteria/Guiding Principles

The Board is aware that low income and minority students are chronically underrepresented in advanced level high school courses and programs of similar rigor. Low awareness of advanced courses and programs, insufficient preparation, and fear of social isolation prevent low-income and minority students from enrolling in such courses or programs. Further, other barriers to participation include the failure to identify students with potential, insufficient motivation and incentives on behalf of teachers and/or students, and funding.

An emphasis on equity must include a focus on increasing student's access to rigorous learning opportunities to assist all students to be prepared for success after high school. The following District and school-level principles will contribute to fostering greater equity in student participation in advanced courses or programs:

1. Ensure high expectations for all students in earlier grades, that makes later advanced coursework a viable option;

Instruction

Advanced Courses or Programs, Eligibility Criteria for Enrollment

Procedures/Criteria/Guiding Principles (continued)

2. Create multiple access points to advanced courses and programs, allowing students to access these programs at various points of their high-school experience;
3. Use only enrollment access criteria that are educationally necessary;
4. Use multiple methods by which a student may satisfy eligibility criteria for enrollment, including but not limited to:
 - a. Recommendations from teachers, administrators, school counselors, or other school personnel;
 - b. Criteria not exclusively based on a student's prior academic performance;
 - c. Use of a student's prior academic performance must rely on evidence-based indicators of how a student will perform in an advanced course or program;
 - d. GPA improvement over time;
 - e. Scoring near benchmark on local assessments;
 - f. Student interests and persistence.
5. Offer a robust set of student supports, which may include tutoring, access to technology, and/or support from school counselors, that help all students succeed in advanced courses or programs; and
6. Publish and disseminate materials that encourage all students to participate in advanced courses and programs and making these materials available in multiple languages.

In order to access advanced courses or programs students need to complete sufficiently difficult coursework at the middle school level. This equitable course enrollment policy is based on rigorous learning opportunities for all students in elementary and middle grades.

High school students willing to accept the challenge of a rigorous academic curriculum shall be admitted to an advanced course or program as defined in this policy. Students who have successfully completed the prerequisite course work or have otherwise demonstrated mastery of the prerequisite content knowledge and have permission from the course instructor to participate will be allowed to enroll in advanced courses or programs offered by the District. The student must request the course or program through the guidance counselor.

District administrators and guidance counselors shall advise students and parents/guardians of the opportunity to participate in advanced courses or programs as defined in this policy. When students' success plans are prepared and revised, the academic component shall include appropriate preparatory courses and advanced course and program participation. Teachers shall also encourage students to take challenging courses.

The Board seeks an equitable course enrollment policy that limits prerequisites and entrance requirements to those that are directly related to a student's potential for success. Therefore, multiple measures must be used to identify students for advanced coursework so that no single measure excludes their participation.

Instruction

Advanced Courses or Programs, Eligibility Criteria for Enrollment

Advanced courses or programs must comply with applicable District policies and state standards and this policy must be in accordance with SDE promulgated guidance.

The Superintendent or his/her designee shall ensure the development and/or identification of program stipulations, eligibility criteria, student attendance and discipline standards/expectations and criteria for continuation in advanced courses or programs, and shall ensure the development and/or identification of procedures for students encountering difficulty and/or wishing to drop advanced courses.

The Board will review annually data on student participation in advanced courses or programs, the data shall be disaggregated by gender, ethnicity, and free/reduced lunch participation when appropriate. Such data will be used during the planning process for course and program offerings in the upcoming school year.

(cf. 6141.4 - Independent Study)
(cf. 6141.5 - Advanced College Placement)
(cf. 6172.1 - Gifted and Talented Students)
(6141.52 - Challenging Curriculum Policy)
(cf. 6141.7 - Honors Programs)
(cf. 6172.6 - Virtual/Online Courses)

Legal Reference: Connecticut General Statutes

P.A. 21-199 Section 3

10-221r Advanced placement course program. Guidelines.

District Guidance for Developing an Advanced Course Participation Policy

Policy adopted:

Instruction

Challenging Curriculum Policy (Criteria for Identification of Eligible Grade 8, 9 Students)

The Board of Education (Board) believes academically advanced courses and/or programs are designed to motivate students to understand rigorous content. The Board recognizes its responsibility to identify these students in grades 8 and 9, in compliance with Section 5 of P.A. 21-199, and to provide them with appropriate instructional adaptations and services. Any student who is capable of and wishes to do advanced course work or take an accelerated course or program, as detailed in this policy should be permitted to do so (in grades 8 and 9).

An "**advanced course or program**" as defined in this policy means an honors class, advanced placement class, dual enrollment, dual credit, early college or any other advanced or accelerated course or program offered by the Board. Such courses or programs are specifically designed to extend, enrich, and/or accelerate the standard school program in order to meet the needs of District students.

The Board's goal is to create a culture of deliberate excellence through its commitment to all students who have the capability, potential, or motivation to access advanced academic curriculum and instruction. The Board desires to nurture potential in all students and to challenge students with advanced capabilities through differentiation and responsive instruction. The needs of advanced and high potential learners will be equitably addressed across all populations.

In compliance with Section 5 of P.A. 21-199, the Board adopts this "challenging curriculum policy" aligned with State Department of Education (SDE) guidance. This policy includes, as required, the criteria for the identification of students in grades 8 and 9 who may be eligible to take or enroll in an advanced course or program, as defined, and that such identified students have an academic plan.

Priority placement will be given to students identified as gifted, as per policy #6172.1, "Gifted and Talented Students."

Students taking high school credit courses in the middle school are required to meet all expectations for earning high school credit applicable to meeting high school graduation requirements.

Criteria

For purposes of this policy these are students who possess or demonstrate high levels of ability in one or more content areas when compared to their chronological peers in the District and who would benefit from advanced courses or programs in order to achieve in accordance with their capabilities.

The District will identify student intellectual ability, creativity, or a strength in a specific academic area. Multi identification measures will be used including district/state assessments, class performance, and teacher, student and parent feedback. The identification process shall include consideration of all students including those who are English language learners and those with Individualized Education Plans or 504 Plans, and students within any racial, ethnic, or socioeconomic group; within any nationality; within both genders; and within populations of students with disabilities.

Instruction

Challenging Curriculum Policy (Criteria for Identification of Eligible Grade 8, 9 Students)

Identification Process

The purposes of identification are to find students who display characteristics which make them eligible for the taking of advanced courses or programs, as defined; to assess the aptitudes, attributes, and behaviors of each student; and to evaluate each student for the purposes of placement. Student aptitudes, attributes and academic behaviors will be identified, assessed and reviewed through a multistep, multimodal, and multidimensional identification system.

Identification is a multistep process, which shall consist of screening and referral, assessment of eligibility and placement/enrollment.

The identification process shall include but is not limited to the following:

- Identification of students with:
- Superior cognitive ability;
- Specific academic ability in one or more of the following content areas; math, science, language arts, social studies (consistently received grades of "B" or higher in the core content areas);
- Creative thinking ability; and
- Giftedness.
- Teacher recommendations/referrals
- Referrals from parents, students
- Placement tests if available
- Parental approval

Academic Plan

Each identified student shall develop an academic plan for the period grade 8 through high school. The plan, developed with the assistance of parents/guardians and with the advice and recommendations of school personnel, shall be reviewed annually. The plan is to include a list of courses and learning activities/programs in which the student will engage while working toward the fulfillment of graduation requirements.

The student's academic plan must be designed to enroll the identified student in one or more advanced courses or programs and allow the student to earn high school and college credit or result in career readiness.

Instruction

Challenging Curriculum Policy (Criteria for Identification of Eligible Grade 8, 9 Students)

Academic Plan (continued)

The academic plan must be aligned with the following:

1. the courses or programs currently offered by the Board of Education;
2. the student's student success plan;
3. the high school graduation requirements established in state law; and
4. any other Board-adopted policies or standards relating to student enrollment eligibility for advanced courses or programs.

A student or his or her parent/guardian have the right to decline the implementation of the provisions of the academic plan.

The academic plan enables a student to take a deeper look into what the high school years and beyond will look like. The student needs to be honest about himself/herself and consider their interests, strengths, likes, dislikes, as well as who they aspire to be as an individual. The plan should be updated as necessary and at a minimum, at least once a year.

Beginning in the middle school years, students must be counseled on opportunities for beginning postsecondary education prior to high school graduation. Such opportunities include access to Advanced Placement (AP), or college-level courses for degree credit. Wherever possible, students shall be encouraged and offered opportunities to take college courses simultaneously for high school graduation and college degree credit (dual enrollment) upon approval of the Principal prior to such participation, the willingness of the college to accept the student for admission to the course or courses.

(cf. 6141.4 - Independent Study)

(cf. 6141.5 - Advanced College Placement)

(cf. 6141.51 - Advanced Courses or Programs-Eligibility Criteria for Enrollment)

(cf. 6141.7 - Honors Programs)

(cf. 6172.1 - Gifted and Talented Students)

(cf. 6172.6 - Virtual/Online Courses)

Legal Reference: Connecticut General Statutes

P.A. 21-199 Section 5

10-221r Advanced placement course program. Guidelines.

District Guidance for Developing an Advanced Course Participation Policy

Policy adopted:

Instruction

Gifted and Talented Students Program

The Killingly Public Schools are committed to recognizing and promoting the individual strength, gifts, and talents of all children.

The Killingly Public Schools, in conjunction with State of Connecticut regulations and requirements, will identify students demonstrating extraordinary ability academically, creatively and artistically.

The identification process is based on a multi-criteria assessment process, typically including both subjective and objective data. The process must include multiple measures in order to identify student strengths in intellectual ability, creativity or a specific academic area. Multiple measures may include, but are not limited to, tests of academic achievement, aptitude, intelligence, and creativity; achievement test scores; grades; student performance or products; samples of student work; parent, student, and/or teacher recommendations; and other appropriate measures. The identification methodology will include consideration of all students, including those who are English language learners and those with Individualized Education Plans (IEP) or 504 Plans, be developmentally appropriate, non-discriminatory, and related to the programs and services offered by the District.

The final determination in the identification of students as gifted and/or talented must be done by a Planning and Placement Team (PPT). Such PPT charged with this responsibility shall be composed of a group of certified or licensed professionals representing each of the teaching, administrative and pupil personnel staffs.

It is recognized that identified students may be accommodated in a variety of ways, such as, but not limited to, the provision for supplementary materials, extension to the curriculum and accelerated placement options.

Upon the identification of a student as gifted and talented, the District shall provide electronic notice of such identification to the parent/guardian of such student. Such notice shall include, but need not be limited to:

1. an explanation of how such student was identified as gifted and/or talented;
2. the contact information for the District's employee in charge of the provision of services to gifted and talented students, or, if there is no such employee, the District's employee in charge of the provision of special education and related services;
3. the employee at the State Department of Education who has been designated as responsible for providing information and assistance to Boards of Education and parents or guardians of students related to gifted and talented students, pursuant to section 10-3e of the General Statutes; and
4. any associations in the state that provide support to gifted and talented students.

The school district, should it decide to offer services to the gifted and talented, shall utilize the guidelines, developed and promulgated by the State Department of Education (SDE), for providing services to those students. The guidelines include best practices for the district to consider for (1) addressing the intellectual, social and emotional needs of gifted and talented students in schools and (2) providing teacher training and professional development on gifted and talented students.

Instruction

Gifted and Talented Students Program

Legal Reference: Connecticut General Statutes

10-76a-(e) Definitions.

10-76d-(e) Duties and powers of Boards of Education to provide special education programs and services.

Regulations of Connecticut State Agencies Sections 10-76a-1-10-76l-1.

P.A. 19-184 An Act Concerning the Provision of Special Education.

Gifted and Talented Education: Guidance Regarding Identification and Service. SDE Guidance, March 2019.

P.A. 21-199 An Act Concerning Various Revisions and Additions to the Statutes Relating to Education and Workforce Development, Section 2.

Policy adopted:

rev 6/17

rev 7/19

rev 4/22

KILLINGLY PUBLIC SCHOOLS
2022-2023 Budget Preparation
Adjustments to Board of Education's Proposed Budget of \$45,644,997
As of 5/2/22

45,644,997	1.37%
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(\$615,198)

[illegible]

KHS Music Instructional Supplies: Account 5612	5,000
Transportation Non-Instructional Equipment: Account 5730	(5,000)
rounding adj	1
Net adjustments	(615,198)

45,029,799	0.00%
45,029,799	

Killingly Public Schools

Board of Education Approved Budget 5/10/22

Report # 110179

Statement Code: SO

Account Number / Description	20-21 Actual Expenditures 7/1/2020 - 6/30/2021	21-22 Adopted Budget 7/1/2021 - 6/30/2022	22-23 BOE Approved Budget 7/1/2022 - 6/30/2023	21-22 to 22-23 Difference	% of Change
5111 Central Administration	\$309,779.81	\$349,243.17	\$354,520.03	\$5,276.86	1.51 %
5112 School Administration	\$1,852,417.77	\$1,906,644.40	\$1,954,894.83	\$48,250.43	2.53 %
5113 Teachers' Salaries	\$14,673,633.97	\$15,664,049.73	\$15,818,354.24	\$154,304.51	0.99 %
5114 Finance/HR/Computer	\$381,725.39	\$392,402.90	\$401,136.58	\$8,733.68	2.23 %
5115 Tutoring	\$27,109.21	\$120,120.00	\$101,560.00	\$(18,560.00)	(15.45)%
5119 Co-Curricular Stipends	\$313,795.53	\$366,780.09	\$383,653.30	\$16,873.21	4.60 %
5120 Non-Certified Salaries	\$295,133.64	\$351,008.98	\$360,323.46	\$9,314.48	2.65 %
5121 Secretarial/Clerical	\$1,282,647.03	\$1,274,539.01	\$1,355,521.87	\$80,982.86	6.35 %
5122 Para-Professionals	\$1,810,518.50	\$2,281,254.10	\$2,381,396.37	\$100,142.27	4.39 %
5123 Medical/Health	\$510,474.30	\$570,166.06	\$586,576.65	\$16,410.59	2.88 %
5124 Operations & Maintenance	\$1,601,695.20	\$1,742,035.01	\$1,860,085.90	\$118,050.89	6.78 %
5125 Transportation	\$926,260.56	\$1,130,357.64	\$1,088,865.58	\$(41,492.06)	(3.67)%
5126 Substitutes	\$366,655.21	\$400,000.00	\$400,000.00	\$0.00	0.00 %
5127 Student Services	\$3,906.25	\$22,000.00	\$22,000.00	\$0.00	0.00 %
5128 Temporary	\$50,659.80	\$154,800.00	\$158,550.00	\$3,750.00	2.42 %
5130 Overtime	\$149,531.19	\$190,400.00	\$198,900.00	\$8,500.00	4.46 %
5131 Computer Maintenance	\$197,026.19	\$203,548.50	\$215,255.00	\$11,706.50	5.75 %
5210 Health/Dental Insurance	\$4,917,620.01	\$5,236,940.90	\$4,897,413.22	\$(339,527.68)	(6.48)%
5212 HSA Contributions	\$471,781.63	\$535,129.58	\$509,916.67	\$(25,212.91)	(4.71)%
5213 Life Insurance	\$26,666.12	\$33,681.00	\$28,606.56	\$(5,074.44)	(15.07)%
5217 Disability Insurance	\$6,171.83	\$7,170.84	\$5,158.32	\$(2,012.52)	(28.07)%
5218 HRA Funding	\$10,368.55	\$11,625.00	\$10,625.00	\$(1,000.00)	(8.60)%
5220 FICA	\$372,066.14	\$449,637.37	\$466,172.92	\$16,535.55	3.68 %
5225 Medicare	\$333,382.03	\$388,780.21	\$398,371.95	\$9,591.74	2.47 %
5231 Pension	\$143,661.00	\$153,826.00	\$165,000.00	\$11,174.00	7.26 %

Killingly Public Schools

Board of Education Approved Budget 5/10/22

Report # 110179

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5232 Annuity Contributions	\$5,047.19	\$7,000.00	\$7,000.00	\$0.00	0.00 %
5250 Unemployment Compensation	\$61,572.08	\$50,000.00	\$50,000.00	\$0.00	0.00 %
5260 Workers' Compensation	\$329,639.99	\$360,000.00	\$360,000.00	\$0.00	0.00 %
5322 Instructional Improvement	\$13,432.98	\$30,350.00	\$30,000.00	\$(350.00)	(1.15)%
5323 Pupil Services	\$49,169.43	\$130,126.00	\$130,126.00	\$0.00	0.00 %
5324 Field Trips	\$27,469.61	\$112,525.00	\$115,875.00	\$3,350.00	2.98 %
5326 Testing	\$21,889.71	\$41,650.00	\$34,850.00	\$(6,800.00)	(16.33)%
5330 Professional/Technical Services	\$451,534.72	\$463,600.00	\$505,622.00	\$42,022.00	9.06 %
5410 Utilities	\$1,095,702.36	\$1,249,370.02	\$1,558,822.04	\$309,452.02	24.77 %
5420 Contracted Maintenance Services	\$786,352.00	\$884,968.19	\$810,573.45	\$(74,394.74)	(8.41)%
5430 Repairs & Maintenance Services	\$311,716.91	\$488,082.00	\$490,582.00	\$2,500.00	0.51 %
5432 Technology-Related Repairs/Maintenance	\$45,099.90	\$20,000.00	\$25,000.00	\$5,000.00	25.00 %
5440 Rentals	\$15,700.06	\$23,650.00	\$25,400.00	\$1,750.00	7.40 %
5510 Pupil Transportation	\$12,083.50	\$30,000.00	\$30,000.00	\$0.00	0.00 %
5529 Other Insurance & Judgments	\$15,395.00	\$18,000.00	\$18,000.00	\$0.00	0.00 %
5530 Communications	\$331,135.48	\$482,923.78	\$566,905.92	\$83,982.14	17.39 %
5531 Postage	\$26,209.98	\$26,000.00	\$26,000.00	\$0.00	0.00 %
5532 Telephone	\$70,562.50	\$74,544.00	\$75,900.00	\$1,356.00	1.82 %
5540 Advertising	\$8,790.69	\$12,448.00	\$12,500.00	\$52.00	0.42 %
5550 Printing & Binding	\$18,420.69	\$28,458.00	\$29,110.50	\$652.50	2.29 %
5560 Tuition	\$363,411.20	\$420,550.00	\$326,975.00	\$(93,575.00)	(22.25)%
5561 Local Placement Tuition	\$4,199,927.42	\$4,354,411.97	\$4,384,411.97	\$30,000.00	0.69 %
5562 Agency Placement Tuition	\$352,593.26	\$190,000.00	\$190,000.00	\$0.00	0.00 %
5580 Travel	\$18,966.84	\$64,106.00	\$65,911.00	\$1,805.00	2.82 %
5590 Other Purchased Services	\$151,536.12	\$218,324.16	\$203,290.00	\$(15,034.16)	(6.89)%

Killingly Public Schools

Board of Education Approved Budget 5/10/22

Report # 110179

Account Number / Description	20-21 Actual Expenditures 7/1/2020 - 6/30/2021	21-22 Adopted Budget 7/1/2021 - 6/30/2022	22-23 BOE Approved Budget 7/1/2022 - 6/30/2023	21-22 to 22-23 Difference	% of Change
5611 Instructional Supplies- Warehouse	\$18,034.80	\$55,000.00	\$0.00	\$(55,000.00)	(100.00)%
5612 Instructional Supplies	\$468,029.26	\$127,432.23	\$169,242.72	\$41,810.49	32.81 %
5613 Custodial & Maintenance Supplies	\$154,394.12	\$155,000.00	\$141,320.00	\$(13,680.00)	(8.83)%
5620 Heat Energy	\$182,925.60	\$230,249.50	\$3,500.00	\$(226,749.50)	(98.48)%
5626 Motor Fuels & Oils	\$117,380.20	\$183,560.00	\$205,000.00	\$21,440.00	11.68 %
5627 Transportation Supplies	\$110,324.67	\$97,300.00	\$137,300.00	\$40,000.00	41.11 %
5641 Textbooks	\$16,421.59	\$0.00	\$3,256.00	\$3,256.00	---
5642 Library Books/Periodicals	\$29,094.79	\$48,263.29	\$50,274.63	\$2,011.34	4.17 %
5691 Office Supplies	\$17,760.16	\$26,521.40	\$26,210.60	\$(310.80)	(1.17)%
5692 Health Supplies	\$15,371.40	\$18,000.00	\$18,000.00	\$0.00	0.00 %
5695 Computer Software & Supplies	\$44,564.91	\$30,000.00	\$30,000.00	\$0.00	0.00 %
5730 Non-Instructional Equipment	\$34,711.46	\$38,517.00	\$26,600.00	\$(11,917.00)	(30.94)%
5731 Instructional Equipment	\$129,902.68	\$34,323.00	\$32,800.50	\$(1,522.50)	(4.44)%
5732 Vehicles	\$57,413.50	\$0.00	\$0.00	\$0.00	---
5734 Computer Hardware	\$18,715.58	\$51,000.00	\$41,000.00	\$(10,000.00)	(19.61)%
5810 Dues & Fees	\$69,686.02	\$112,200.97	\$114,948.97	\$2,748.00	2.45 %
5890 Other Objects	\$55,679.46	\$105,202.50	\$110,303.00	\$5,100.50	4.85 %
5900 Contingency	\$0.00	\$0.00	\$(275,670.75)	\$(275,670.75)	---
GRAND TOTAL	\$41,358,456.68	\$45,029,797.50	\$45,029,799.00	\$1.50	0.00 %

AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. (FEIN) P.S. N/A P.O. N/A
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CONTRACTOR	(3) CONTRACTOR NAME Killingly Board of Education	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 79 Westfield Avenue, Killingly, CT 06239	

STATE AGENCY	(5) AGENCY NAME AND ADDRESS Department of Agriculture, 450 Columbus Blvd. Suite 701, Hartford, CT 06103	(6) Dept No. 3002
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CONTRACT PERIOD	(7) DATE (FROM) June 1, 2022	THROUGH (TO) November 30, 2023	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Agriculture, all work described in Appendix A Scope of Work. Standard Terms and Conditions are attached hereto and made a part hereof.
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COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Total payment under Contract not to exceed the maximum amount of \$18,000.00. Appendix B contains the Payment Terms. Appendix C contains a sample final financial report form. Appendix D contains a final report template.
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(11) OBLIGATED AMOUNT Eighteen Thousand Dollars	
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(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$18,000.00	3002	12060	90456	Viability						

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY Farm Viability CGS Sec. 22-26j as amended CGS Sec. 22-4c(2) as amended
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(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

STANDARD TERMS AND CONDITIONS

Updated December 2021

1. Definitions.

- a) Cancellation. An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
- b) Claims. All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- c) Commissioner. The Commissioner of Agriculture (Commissioner) or the Commissioner's duly designated agent.
- d) Confidential Information. Name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Agency classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- e) Confidential Information Breach. An instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Agency or State.
- f) Contract. This agreement, as of its effective date, between the Contractor and the State, by and through the Commissioner, for any or all goods or services as more particularly described in Appendix A.
- g) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- h) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- i) Execution. This Contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- j) Expiration. An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
- k) Goods. For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Appendix A.
- l) Goods or Services. Goods, services or both, as specified and set forth in Appendix A.
- m) Parties. The Department of Agriculture (DOAG or Agency) and the Contractor.
- n) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- o) Services. The performance of labor or work, as specified in the Solicitation and set forth in Appendix A.
- p) State. The State of Connecticut, including DOAG and any office, department, board, council, commission, institution or other agency of the State.
- q) Termination. An end to the Contract prior to Expiration, whether effected pursuant to a right which the Contract creates, or for a breach.

2. Term of Contract. The Contract shall be in effect upon the execution of the Contract through the expiration or earlier termination of the Contract.

3. Description of Goods or Services. The Contractor shall perform as set forth in Appendix A. For purposes of this Contract, to perform and the performance in Appendix A is referred to as "Perform" and the "Performance."
4. Advertising. The Contractor shall not refer to contracts with the state for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the Agency's prior written approval.
5. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld. Unless specifically authorized in writing by the State, on a case by case basis, the Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Contract such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.
7. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
8. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
9. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both Parties and, if applicable, approved by the Connecticut Attorney General.
10. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
11. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
12. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the State's competitive selection process as outline in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by § 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DOAG with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
13. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
14. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor, upon request by DOAG. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
15. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with DOAG's Affirmative Action and Sexual Harassment Policies, which is available for review and download on DOAG's web site.
16. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DOAG may cancel the Contract if the Contractor fails to comply with the Act.
17. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws

of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

18. Termination.

- a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- c) The Agency shall send the notice of Termination via certified mail, return receipt requested, , or by email to the Contractor at the most current address(es) which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive, and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

19. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have

merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS and the Client Agency all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. Contractor shall provide an annual electronic update of the 3 documents to the Client Agency and DAS on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
- 20. Severability. If any terms or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
 - 21. Waiver. No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A Party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
 - 22. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, as further described in Appendix A, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all applicable permits, licenses, and fees, to give all required notices and comply with all applicable federal, state and local laws, ordinances, rules and regulations.
 - 23. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
 - 24. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
 - 25. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach (the "Notice") to the breaching Party and as appropriate, afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the Notice. In the case of a Contractor breach, any other time period which DOAG sets forth in the Notice shall trump the aforementioned ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DOAG believes that the Contractor has not performed according to the Contract, DOAG may withhold payment in whole or in part pending resolution of the Performance issue, provided that DOAG notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Appendix B.
 - 26. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale

sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

27. Protection of Confidential Information.

- a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
 - d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
28. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
29. Contractor Responsibility. The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact with DOAG concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues.
30. Non-Discrimination.
- a) For the purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the

- person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- b) For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi- public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
 - (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 - (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- i) **Nondiscrimination Certification.**
Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. **The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under**

such sections, or (B) initialing this nondiscrimination affirmation in the following box:



31. Executive Orders.

- a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Agency's authority to require compliance with the Enactments.
- b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of

Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

32. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
33. Provisions of Law Incorporated by Reference. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and made a part of this Contract and this Contract shall be read and enforced as though such provisions were incorporated into this Contract. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
34. Audit and Inspection of Plants, Places of Business and Records.
- a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct, and the Contractor shall cooperate with an exit conference.
 - g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
35. Title to Equipment. Title to equipment purchased under this Contract shall vest in the Contractor. If the Contractor determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this Contract period and any extensions thereof, the Contractor shall inform the DOAG in writing within 30 days of such determination. Such equipment shall be transferred by the Contractor to a third party approved by the DOAG for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to a new operator in accordance with this provision, the equipment shall either be returned to the DOAG for use for grant purposes or it shall be disposed in accordance with 43 CFR Part 12.12.72.
36. Antitrust. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
37. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(k)(1). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

38. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
39. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
40. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
41. Certifications Regarding Lobbying. Byrd Anti-Lobbying Amendment. The Contractor shall not use any of the funds provided in this Contract to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following Federal actions:
- a) The awarding of any Federal contract.
 - b) The making of any Federal grant.
 - c) The making of any Federal loan.
 - d) The entering into of any cooperative agreement.
 - e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
42. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms. <https://portal.ct.gov/Ethics/Statutes-and-Regulations/Statutes-and-Regulations/Plain-Language-Summary-of-State-Ethics-Laws-for-Current-and-Potential-State-Contractors>.
43. Access to Contract and State Data.
The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

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APPENDIX A
SCOPE OF WORK

I. Title and Contract Description: The Contractor agrees to complete a Food Supply Chain Contract entitled: **Killingly Local Farm Viability Project SY 2022-23** funded by the 2022 Farm Viability Grant (CGS Sec. 22-26j as amended) which is a competitive matching grant program for Connecticut agricultural not-for-profit organizations, municipalities, and regional council of governments to further agricultural viability.

A. The Contractor shall, through the work of this Contract:

- Purchase and install a reach-in blast chiller freezer
- Purchase locally grown produce
- Hire an employee to wash, prepare, and flash-freeze the produce
- Utilize the donated services of the Food Service Director to assist with fruit and vegetable processing
- Incorporate locally grown and sourced produce into the Killingly Public Schools lunch program

B. The Contractor shall enhance agricultural viability in Connecticut by:

- Increasing the amount of locally grown fruits and vegetables served to the 2,400 students of Killingly Public Schools.
- Reallocating 3-5% of its annual produce budget to purchase food directly from local farmers.

C. The Contractor shall conduct the Contract at 79 Westfield Avenue in Danielson, CT, owned by the Town of Killingly. The Contract shall be complete by November 30, 2023.

II. Contract Tasks: The Contractor shall perform the following tasks:

A. Increase the amount of locally grown produce served to students in the Killingly Public Schools lunch program.

Tasks:

1. Purchase, receive, and install the reach-in blast chiller freezer.
2. Purchase fruits and vegetables from local farms to be used in the school lunch program.
3. Hire an employee to wash, prepare, and flash-freeze the produce.
4. Food Service Director to assist the employee with processing.
5. Incorporate and serve the locally sourced produce in the school lunch program throughout the school year.

B. TIMELINE:

Contract Task	Anticipated Completion
<i>Tasks in Section II, A, Tasks 1-5.</i>	By July 2023
Complete and submit final reporting requirements in accordance with Appendices B-D to DOAG staff.	By November 1, 2023

II. Budget: The Contractor shall adhere to the budget. The Contractor is responsible for supplying as many staff hours as may be necessary to meet the Contract requirements. The Contractor shall maintain and keep internal records of staff time. DOAG reserves the right to request internal time records if necessary. See Appendix B: Payment Terms for additional information.

Expense Category	Contract Funds	Cash Match (if applicable)	In-Kind Match (if applicable)	Total Cost
Salary	\$1,520	\$1,000		\$2,520
Rental of Equipment				
Equipment	\$16,480	\$9,560.77		\$26,040.77
Subcontract/Consultant				
Materials & Supplies				
Other			\$2,100	\$2,100
Subtotal	\$18,000	\$10,560.77	\$2,100	\$30,660.77
	Contract Amount Not to Exceed: \$18,000	\$10,560.77	\$2,100	Project Total Amount: \$30,660.77

A. The Contractor shall provide a **40% or greater** match through cash (or in-kind, if applicable) contributions.

B. Budget Justification:

1. Salary:

- a. Hiring one employee at \$35 per hour, 6 hours per week, for 12 weeks

2. Equipment:

- a. Blast Chiller Freezer, Reach-in, includes freighting cost

3. Other Costs:

- a. Food Service Director to assist employee to clean and process produce, as well as document volumes processed, and determine the expectations and best practices required for future crop seasons.
- b. \$35 per hour, 5 hours per week, for 12 weeks

IV. Additional Requirements:

A. Submission of Materials: For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Ms. Alison R. Grabarz
Department of Agriculture
Bureau of Ag Development & Resource Conservation
Suite 703 450 Columbus Blvd.
Hartford, CT 06103
Email: Alison.Grabarz@ct.gov

B. Final Report: At least 30 days prior to the expiration date of this Contract, the Contractor shall submit to the Program Coordinator, a final report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met. See Appendix D: Final Report Template for information on the Final Report.

C. Final Financial Report: At least 30 days prior to the expiration date of this Contract, the Contractor shall submit a final financial report to the Program Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the project budget in Section III. Amounts spent in specific categories as outlined in the sample format in Appendix C.

- D. Invoice with Expense Documentation:** See Appendix B: Payment Terms
- E. Contract Completion Site Visit** (not applicable): After the final report, final financial report, and invoice have been submitted, a representative of the Commissioner of Agriculture shall conduct a site visit to confirm Contract completion.
- F. Leased Property** (not applicable): The Contractor acknowledges and confirms written consent from the landlord to conduct the work outlined in the Contract, and the Contractor shall own all improvements at the end of the lease. The written consent is attached as Appendix E to this Contract.
- G. Insurance:** Contractor agrees to carry Commercial General Liability insurance of at least \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include: Premises and Operations, Independent Contractors, Products and Completed Operations and Contractual Liability. If a general aggregate shall be used, the general aggregate shall be twice the occurrence limit. The policy shall name the State of Connecticut, the Department of Agriculture as additional insureds. Contractor's insurer shall have no right of recovery or subrogation against the State of Connecticut and DOAG and the described insurance shall be primary. In addition, Contractor shall carry Worker's Compensation Insurance, as necessary, in the amount required by law covering the entire period of the Contract and any extension thereof. The insurance policy shall provide that the insurer shall defend the State of Connecticut and DOAG as if it were not the Sovereign; provided however, that nothing herein shall constitute, or be deemed to constitute, a waiver of sovereign immunity.
- H. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor. At the conclusion of the Contract, all inspections in accordance with local, state and federal permits shall be completed before DOAG's final site visit may occur. If the Contract work requires a Certificate of Occupancy, these must be submitted to DOAG with the Final Financial Report, sample referenced in Section IV, C.
- I. Amendments:** Written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:
- a. the contract's objectives, services, or plan
 - b. due dates for reports
 - c. completion of objectives or services,
 - d. budget changes of 20% or more (in no event will the maximum amount of the Contract be increased), and
 - e. any other Contract changes determined material by DOAG

If it is anticipated that the Contract cannot be completed as scheduled, a no-cost extension must be requested in writing at least 60 days prior to the expiration of the Contract Period. The extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and Contract completion date. If accepted by DOAG, approval will be provided in the form of a Contract amendment. Approval of any and all amendments to this Contract shall be made at the Commissioner's sole discretion.

- J. Acknowledgement of Funding:** Any and all printed, digital and multimedia materials produced by or on behalf of the Contractor, in association with, or as a result of this funding, must contain funding credits and the DOAG logo as specified below. This shall include but not be limited to all signage produced or distributed, any publicity solicited materials, brochures and all press releases for events or associated activities, or any other multi-media products of the grant, including but not limited to radio and audio-visuals, social media posts or event signage; any produced material, publication, interviews, farm tours,

videos.

Logo use and funding credit must be approved by the Program Coordinator two (2) weeks prior to production. The funding credit, along with the Department logo when possible, must include:

This project was funded in part by the Connecticut Department of Agriculture's Farm Viability Grant established by the Community Investment Act (C.G.S. Sec. 22-26j).

All funding credits should be prominently displayed as part of the messaging in the same font size and same logo size as all contractors, and all sponsors listed, in tag lines and on all visuals in a manner approved by the Program Coordinator. If materials are produced without acknowledging the appropriate funding source or reduces the visibility of the Department's role in the project, the Department reserves the right not to fund the item under the terms of this Contract. Additionally, should any structure be funded in whole or in part by this Contract, the Contractor shall recognize the contribution of DOAG by placement of a plaque, provided by DOAG, in plain view stating:

This project was funded in part by the Connecticut Department of Agriculture's Farm Viability Grant established by the Community Investment Act (C.G.S. Sec. 22-26j).

Usage of the logo shall conform to the standards outlined for the Connecticut Grown logo in the Connecticut Grown Logo Identity Standards. Information can be found at www.CTGrown.gov/Logos. The Contractor shall request the logos in a timely manner in accordance with other review requests cited in this Contract.

- K. Publication of Materials:** The Contractor must obtain written approval from DOAG's Program Coordinator prior to distribution or publication of any printed or electronic material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

- L. ADA Publication Statement:** For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Agriculture is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 713.2528 or Nathan.Wilson@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Agriculture is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 713.2528 or Nathan.Wilson@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Agriculture is an Affirmative Action/Equal Opportunity Employer that is

committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 713.2528 or Nathan.Wilson@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

- M. Calculation of Certain Contractor Costs:** The cost of an item of equipment is the net invoice cost of the item, including necessary modifications for which it was acquired, fabricated, or constructed. Other charges such as the cost of installation, transportation, taxes, insurance, and the like, may be included or excluded from the unit acquisition cost in accordance with the Contractor's regular accounting practices. See Appendix B Payment Terms for additional information regarding reimbursement.
- N. Ownership, Transfer, Sale, Repurpose, and Disposal of Equipment:** The Contractor purchasing any equipment with funds provided under this Contract shall be encouraged to use such funds to purchase American-made equipment or products. The purchase of non-American made products should be requested in writing with justification as to why American made equipment is not available.

Title to equipment acquired under this Contract shall vest, upon acquisition, with the Contractor. If the Contractor breaches this Contract, ownership and possession of the equipment shall be vested in the State, at the State's discretion. The Contractor shall properly insure and maintain the equipment throughout the life of the Contract.

If any equipment purchased in whole or in part with funds from the Contract is no longer needed by the Contractor within five (5) years after the Contract period, and the per unit fair market value of the equipment is less than \$5,000, the Contractor may retain, transfer, sell, repurpose, or dispose of the equipment with no further obligation to DOAG. If the per unit fair market value is \$5,000 or more, then the Contractor must submit a written request to DOAG for permission to transfer, sell, repurpose, or dispose of the equipment.

APPENDIX B
PAYMENT TERMS

- I. The maximum amount payable under this Contract is **Eighteen Thousand Dollars (\$18,000.00)**.
- A. The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Contract, prior to expiration of this Contract, provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.
- B. This is a cost reimbursement Contract, and the Contractor shall be paid only for actual expenditures incurred during the Contract.
- C. One cash advance, not to exceed 50% of the total award, may be provided upon the Contractor's submission to DOAG of an invoice detailing the Contract related uses for the advance after the Contract start date. The remaining grant funds will be reimbursed upon successful Contract completion, submission and approval of the necessary documentation further outlined in this Appendix B.
- D. All invoices associated with the total Contract costs, including match expenses (cash or in-kind), shall accompany the final financial report to justify the eligible reimbursement amount. Such expense documentation shall include the following, as applicable:
- Detailed/itemized invoices showing a zero balance
 - Detailed/itemized invoices with proof of payment. Proof of payment may include a copy of a cancelled check, credit card payment, among others.
 - Timesheets showing hours worked for proof of expense eligibility
 - Bills of Lading
 - COD receipts
 - Value of in-kind donations for services
- E. Following completion of the Contract to the Commissioner's satisfaction, the review and approval of a final report, final financial report, and associated documentation demonstrating all elements of Appendix A have been met, payment shall be processed. An invoice from the Contractor to DOAG identifying the amount to be reimbursed, not to exceed the Contract amount, purchase order number, project title, dates and description of services covered by the invoice, and shall be submitted to:
- Ms. Alison R. Grabarz
Department of Agriculture
Bureau of Ag Development & Resource Conservation
Suite 703 450 Columbus Blvd.
Hartford, CT 06103
Email: Alison.Grabarz@ct.gov
- The final invoice shall be submitted to the Program Coordinator along with the final report and final financial report at least 30 days prior to Contract end date.
- F. If the Contractor cannot complete the Contract, or expends less than the previously disbursed Contract amount, the Contractor shall reimburse DOAG for any funds received for incomplete work. Any overpayments must be refunded to the DOAG through a check made payable to "State of Connecticut" within 90 days after the Contract expiration date.
- G. The ability to obtain grant funds shall terminate on **November 30, 2023**.

APPENDIX C
SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

Grant Purchase Order (PO) Number: _____

Expense Category	Contract Funds	Actual Funds Spent	Cash Match (if applicable)	In-Kind Match (if applicable)	Actual Contract Cost
Salary	\$1,520				
Rental of Equipment					
Equipment	\$16,480				
Subcontract/Consultant					
Materials & Supplies					
Other					
Subtotal	\$18,000				
	Contract Amount Not to Exceed: \$18,000	\$		\$	Total Amount: \$

APPENDIX D
FINAL REPORT TEMPLATE

At the conclusion of the Contract work and at least 30 days prior to Contract termination, the Contractor shall submit to DOAG a final report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A: Scope of Work have been met. The following format must be used when writing and submitting the final report.

- A. The final report must include the following information: each bullet must be addressed:
 - Cover Page
 - Name of awarded business, organization, or agency
 - Name of point of contact
 - Project title
 - Date report is submitted
- B. Project Purpose
 - Provide the background and purpose of the Project and why the Project was needed.
- C. Project Approach
 - Summarize activities and tasks performed during the Contract period. Whenever possible, describe the work accomplished in both quantitative and qualitative terms. Include the significant results, accomplishments, conclusions, and recommendations. Include favorable or unusual developments.
- D. Goals and Outcomes Achieved
 - What was the goal of the Project? Was it met? Why/why not?
 - What was the outcome of the Project? Was it met? Why/why not?
- E. Lessons Learned
 - What were some positive and/or negative results and conclusions from the Project.
 - Provide unexpected outcomes or results that were an effect of implementing this Project.
- F. Additional Information
 - Provide photos (ideally before and after if applicable), electronic or hard copies of materials produced, hyperlinks to reports, webpages, or other documents produced.
- G. Success Story
 - Provide a short paragraph summarizing the Project, the commodity(ies) of focus, what the Project accomplished, how the accomplishments of the grant benefited your organization and worked towards long term goals, viability and sustainability of Connecticut agriculture

KPS UPCOMING EVENTS – June 2022

Monday, June 6: Teacher of the Year Committee meeting at C.O @ 4:00 p.m.
(Susan Lannon, Board Rep.)

Monday, June 6: Negotiations (Secretary & Bus Unions)– BoE Members of Personnel Committee, Central Office @ 5:45p.m.

June 8 & June 22: Board of Education Meetings at Town Hall @ 7:00 p.m.

Tuesday, June 7: District:-End of Year Celebrations (retirees from 2020, 2021 & 2022)
Connecticut National Golf Club, 136 Chase Rd. Putnam @ 3:00 p.m.- 5:30 pm.
RSVP to: kburnham@killinglyschools.org or 779-6795

Goodyear Early Childhood Center

Thursday, June 9: End of Year Celebration @ 5:30-6:30 p.m.

Friday, June 10: KHS Graduates Visit/Walk @ 9:55 - 10:10 a.m.

KCS

Monday, June 6: Grade 1 Step Up Day (Visit to KMS) 9:00-10:00 a.m.

Tuesday, June 7: Kindergarten Step Up Day @ 9:00 a.m.-9:45 a.m. Rain Date June 8.

Friday, June 10: PreK Carnival @ 9:30-11:00 a.m.

Friday, June 10: KHS Grad Visit/Parade @ 9:05 – 9:20 a.m.

KMS

Monday, June 6, 2022: Step Up Day at KMS @ 9:30-10:30

Thursday, June 9, 2022: Gr. 4 Celebration/Assembly with Recorder Concert at KMS

Team A-9:30 Team B-10:30 in gym

KIS

Monday, June 13: Grade 8 Recognition

Red Team @ 10:00-11:00 a.m.

White Team @ 12:30-1:30 p.m.

KHS

Friday, June 10: Graduation @ 5:00 pm (**BoE members to arrive at 4:15**) Rain date June 11

"Certified Resolution"

Be it resolved that it is in the best interests of Killingly Board of Education to enter into contracts with the CT Department of Agriculture.

In furtherance of this resolution, the Superintendent is duly authorized to
(director/secretary/clerk)
enter into and sign said contracts on behalf of the Killingly Board of Education.

The Superintendent is further authorized to provide such additional
(director/secretary/clerk)
information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto. The Board of Education Vice Chair is authorized to impress the seal of
(secretary/clerk)
the Killingly Public Schools on any such document, amendment, rescission, or revision.

I, Kelly Martin, Vice-Chair of the Killingly Board of Education
(name) (secretary/clerk)

do hereby certify this to be a true copy of the resolution duly adopted at the

Killingly Board of Education, on June 8, 2022, and that it has not been rescinded,
(type of Meeting or Hearing) (date)

amended or altered in any way, **and that it remains in full force and in effect.**

Board of Education Vice Chair

Date

[Corporate Seal or "L.S." which stands for legal signature]

**Regular Meeting
KILLINGLY BOARD OF EDUCATION**

Wednesday, May 25, 2022

7:00 PM

**Killingly Town Hall, 172 Main St.
2nd Floor, Community Mtg. Room**

MINUTES

Present: Mr. Norm Ferron, Ms. Laura Dombkowski (after swearing in as new member,) Ms. Jennifer Hegedus, Ms. Susan Lannon, Ms. Kelly Martin, Mr. Jason Muscara, Mr. Kyle Napierata, Ms. Lydia Rivera-Abrams, and Mr. Christopher Viens.

Others

Present: Superintendent Robert Angeli, Assistant Superintendent Susan Nash-Ditzel, Ms. Christine Clark, Manager of Business Affairs, and Ms. Jennifer Thompson, Recording Secretary.

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE:** Mr. Ferron called the meeting to order at 7:01 p.m.
2. **ROLL CALL:** Please see above.
3. **INTERVIEW FOR BOARD VACANCY: Laura Dombkowski.**
Ms. Dombkowski provided a brief introduction. The Board asked numerous questions of Ms. Dombkowski including her stance on SEL, reaching out for assistance for issues you don't know about, and why do you want to be on the BOE? Follow up questions were asked about the \$1 budget increase, what do you think about the image of KPS, and what is the biggest strength of KPS currently? Ms. Dombkowski answered each question asked of her.
4. **POSSIBLE MOTION/APPOINTMENT OF NEW BOARD MEMBER**
Motion made by Mr. Muscara and seconded by Ms. Hegedus to appoint Laura Dombkowski as the new Board of Education member.

Roll Call Vote:

Ms. Hegedus: Yes

Mr. Muscara: Yes

Ms. Rivera-Abrams: Yes

Ms. Martin: Yes

Mr. Viens: Yes

Ms. Lannon: Yes

Mr. Napierata: Yes

Mr. Ferron: Yes

Motion carries: 8-0

5. **POSSIBLE SHORT BREAK FOR SWEARING-IN OF NEW BOARD MEMBER**

Ms. Martin swore in Ms. Dombkowski.

6. **PUBLIC COMMENT**

Olivia McOsker, KHS junior, spoke about mental health and in support of the SBHC.

Jasmine Berti, Killingly parent and resident, spoke in opposition of the SBHC due to lack of potential parental involvement. She also spoke about school security.

Michelle Murphy, Killingly resident, spoke in opposition of the SBHC.

Judy Counoyer, local business owner and sending town resident, shared the story of her son Charlie, and in support of the SBHC.

Jessica Long, KHS senior, spoke about mental health and in support of the SBHC.

Juliana Morrisette, KHS senior, spoke about mental health and in support of the SBHC.

Monique Revellese, Killingly resident spoke regarding the perceived alternatives of the SBHC.

Motion made by Ms. Lannon and seconded by Mr. Viens to extend public comment regarding the School Based Health Clinic.

Roll Call Vote:

Mr. Muscara: Abstain

Ms. Rivera-Abrams: Yes

Ms. Dombkowski: Abstain

Ms. Martin: No

Mr. Viens: Yes

Ms. Lannon: Yes

Mr. Napierata: No

Ms. Hegedus: No

Mr. Ferron: No

Motion fails: 3-4-2

Kris Cicchetti, Killingly resident and parent, spoke about BoE policy. The Board has not responded to her questions.

Christine Rosati Randall, Killingly resident and parent, was asked to sit down as the SBHC was no longer being discussed per policy. On the sign in sheet, Ms. Randall signed up to discuss parental rights.

Jenelle Provencher, Killingly resident, parent and teacher, spoke regarding potential additional positions for Killingly Public Schools.

Nancy Grandelski a Killingly resident and KIS social worker spoke regarding comments from a previous speaker.

Ed Grandelski, Killingly resident, spoke regarding the Board's fiscal irresponsibility.

Lydia Rivera-Abrams, Killingly resident, spoke regarding a program to bring families together versus dividing them over mental health. She challenged the Board to stand up and support the mandatory background check for gun purchase.

Mr. Ferron, Ms. Martin, Ms. Lannon, Mr. Viens, and Ms. Rivera-Abrams addressed comments made by the public.

Motion made by Mr. Viens and seconded by Ms. Lannon to add discussion and possible action on the SBHC.

Roll call vote:

Ms. Rivera-Abrams: No

Ms. Dombkowski: No

Ms. Martin: No

Mr. Viens: Yes

Ms. Lannon: Yes

Mr. Napierata: No

Ms. Hegedus: No

Mr. Muscara: No

Mr. Ferron: No

Motion fails: 2-7

7. RECOGNITION OF VISITORS

- A. Student Recipients of the CABE 2022 Student Leadership Awards - Ms. Martin and Ms. Hegedus presented the recipients with their certificate and read their biographies.
- B. Students from the Killingly High School Robotics Team - Mr. Angeli and Dr. Po presented the robotics team with certificates as they were recognized for being back to back world champions. Dr. Po spoke regarding the experience. All the kuddos to the students for their hard work, dedication, and work ethic. Board members thanked Dr. Po, the students, and parents for their hardwork and dedication to the program.
- C. May 2022 Employee of the Month – Ms. Martin read the citation for Valerie Downs as the Employee of the Month. Valerie is the speech language pathologist assistant for Goodyear.

8. GOODYEAR EARLY CHILDHOOD PRESENTATION

Ms. Sally Sherman, Goodyear principal and Director of the Early Childhood Center, presented to the Board of Education. She provided an overview of the program including funding sources, the early learning standards, and provided data regarding enrollment and special education. She further explained the criteria to be accredited by NAEYC. The Board had questions regarding enrollment now versus prepandemic, the story tellers program, safety protocols, and dual language learners.

9. BOARD CHAIR AND COMMITTEE UPDATES

Fiscal – No update

Personnel – Negotiations are being held on June 6th.

Policy – Meeting is scheduled for June 1st.

Curriculum – Meeting is scheduled for June 2nd.

Facilities – Superintendent will reach out to Mr. Napierata to schedule a meeting.

10. SUPERINTENDENT'S UPDATE

A. 2022-23 Budget Update -Superintendent will have a revised budget to review at first meeting in June. He discussed using savings from the HSA account and using \$275k from non-lapsing as a safety net.

B. Review and Discussion of Monthly Financial Report for the Month of April – No major changes since March quarterly report. Salaries continue to have large surplus amounts. The Town will retain the excess cost reimbursement, and additionally approximately \$2M will be returned to the Town based on current budget projections. Questions were asked about the number of special education vacancies and returning students to outplacements. It was also asked about open positions and being able to fill them. Ms. Rivera-Abrams cautioned the Superintendent about a class action lawsuit of special education parents.

C. End of the Year Retirement Celebration – Superintendent drew attention to the invitation to the Board for the retirement party for Killingly Public Schools.

D. KMS Building Project Update – Parent meeting is scheduled for May 31st at 6:00 p.m. in the KMS gymnasium. People from the construction and architect firms will be present. On June 15th there is a meeting with the State for phase 2. The Board will review phase 2 at their June 8th meeting.

11. REVIEW AND POSSIBLE ACTION REGARDING MONTHLY CHECK AUTHORIZATION FOR THE MONTH OF APRIL 2022

The Board appreciates the notes and would like for them to continue. A question was asked regarding average legal fess and what was covered in the April bill.

Motion made by Mr. Muscarra and seconded Ms. Hegedus by to approve the April 2022 checks.

Motion carries 9-0

12. REVIEW AND POSSIBLE ACTION REGARDING BUDGET TRANSFER

Superintendent Angeli explained the reason for the budget transfer to the Board, as it does meet the threshold of more than \$10k. This is the lease for additional laptops which will be deployed to KIS.

Motion made by Ms. Hegedus and seconded by Ms. Lannon to approve the budget transfer as presented.

Motion carries: 9-0

13. CONSENT AGENDA

A. May 4, 2022 Special Board Meeting Minutes

B. May 11, 2022 Board Meeting Minutes

Motion made by Mr. Muscara and seconded by Ms. Hegedus to approve the consent agenda as presented.

Motion carries: 9-0

14. EXECUTIVE SESSION TO DISCUSS A PERSONNEL MATTER

Motion made by Mr. Napierata and seconded Mr. Viens by to enter into executive session.

Motion carries: 9-0

The Killingly Board of Education entered into executive session at 9:59 p.m.

The Killingly Board of Education came out of executive session at 10:44 p.m.

15. ADJOURNMENT

Motion made by Ms. Lannon and seconded by Ms. Hegedus to adjourn.

Motion carries: 9-0

The Killingly Board of Education adjourned at 10:45 p.m.

Respectfully Submitted,

Jennifer Thompson

Recording Secretary

2021-2022 Killingly Public Schools Student Enrollment

COMPARATIVE DATA: 2021-2022

KMS by Teacher	KCS by Teacher
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Crabtree, M.-2	19	Bennett, H.-PreK	13
Fratoni, D.-2	18	Hill, S.-PreK	15
Juhola, N.-2	19	Abram, L.-K	17
Lanzoni, L.-2	19	Angelo, K.-K	18
Maheu, J. - 2	18	Baumlin, K.	16
Moulton, J.-2	17	Charron, C.-K	15
Provencher, J.-2	21	Collins, K.-K	18
Riordan, E.-2	15	Johndrow, D.-K	17
Sakidovitch, A.-2	19	Laboeuf, K.-K	19
Bergel, M.-3	22	Livingston, H.-K	18
Bitgood, C.-3	22	Sumner, S.-K	16
Carlson, J.-3	22	Blackmar, C.-1	19
Hand, H.-3	22	Brock, J.-1	19
Jackson, M.-3	22	Ellis, A. - 1	20
Penner, K. -3	22	Guillot, J.-1	19
Siegmund, L.-3	22	Main, A.-1	17
Simonds, E.-3	21	Rocabado, A.-1	19
Allard, A.-4	22	Roy, K. - 1	15
Amburn, L.-4	21	Steuernagel, M.-	19
Breen, C.-4	21	Watson, J.-1	19
Burdick, S.-4	22	Burgess, J. - IL	6
Heath, H.-4	20	Danieluk, C - IL	8
Lee, B.-4	22	Dean, J. - IL	10
Lisee, B.-4	22	Total	372
Williamson, G.-4	21		
Farquhar, M.-Spec	1		
Total	512		

Agency and Sp. Ed. Placements	
Agency-Out of District	
Brooklyn Elementary - Brooklyn, CT	1
Head Start , Putnam, CT	1
Project Genesis - Willimantic, CT	1
W B Sweeney , Windham, CT	1
Whitney Hall School/Children's Center -New Haven	1
Agency Total	5
Local- Out of District	
ASD (American School for the Deaf), West Hartford, CT	1
Bradley School - New London, CT	1
Bradley School -Thompson, CT	2
CREC - Hartford,CT	4
EASTCONN NRP - Danielson, CT	19
High Roads - Danielson, CT	2
Learning Clinic - Brooklyn,CT	1
Natchaug Joshua Center - Danielson, CT	7
Norwich Transition Academy , Norwich, CT	1
Ocean Learning Academy , New London, CT	1
Ocean State Learning Academy , Providence, RI	1
Project Genesis - Windham, CT	10
Sargent Rehabilitation Center , Providence, RI	1
Susan Wayne Center - Thompson, CT	3
Local Out of District Total	54
Agency	5
Total	59

June 2022- Employee of the Month Nomination

Dear Mr. Angeli,

Over the last eleven months I have had the distinct pleasure of supervising and working alongside Mr. David Blain, the lead mechanic in the Killingly Public Schools Transportation Department.

When I came to Killingly Public Schools in July of 2021, as the new Transportation Supervisor, I was unsure of what to expect from my new colleagues, but one thing I was certain of from the day I stepped into my role was David's willingness to help the department to be successful.

Each morning when I arrive at work and see David, I am always met with a smile and a proactive attitude and he is always eager to start the day. David's "can-do", and positive personality has proved to me time and time again that he is hard-working and a team player. David goes above and beyond his job duties to help our department be successful and transport our students securely and safely. David's willingness to help, no matter the circumstance is what sets him apart from others.

In our transportation department, there are no small tasks. In his role as a lead mechanic, David's responsibilities include a broad-range of responsibilities within our transportation department. Not only does he repair complex vehicle breakdowns, he also performs regular maintenance on all vehicles, makes certain that vehicles are compliant with state regulations, drives bus routes on a regular basis to cover those who have called out, instructs bus and van drivers in troubleshooting mechanical issues over the radio in real time, he leads snow removal efforts in dreadful weather conditions during the winter months, most times with little assistance from others. David has handled all tasks big and small without skipping a beat and proves time and time again that he is highly organized, competent, and an effective communicator and possesses attributes of a true leader. David is an individual that I can depend on every day to help lead our team to success and he makes a significant difference for our entire team. I am very proud and grateful for all his efforts, and he truly represents someone to be admired for his work here at KPS. It is with great pride that I write this recommendation nominating Mr. David Blain for the transportation department's Employee of the Month.

Sincerely,

Joseph Boulanger
Transportation Supervisor
Killingly Public Schools