

MANCHESTER BOARD OF EDUCATION
REGULAR MEETING
MONDAY, JUNE 8, 2015

C&I Committee
Executive Session – Superintendent’s Evaluation
Board Of Education Mtg.

5:30 P.M. – Classroom #4
6:00 P.M. – Teacher’s Lounge
7:00 P.M. – Washington – Cafeteria

A. OPENING

- 1) Call to order
- 2) Pledge of Allegiance
- 3) Approval of Board of Education Minutes – May 26, 2015 A – 3

B. CONSENT CALENDAR

- 1) Personnel Information B – 1
- 2) Donation to the Manchester High School “Project Graduation” for FY14/15 in the amount of \$1000.00 B – 2
- 3) Connecticut State Dept. of Education Addendum to Agreement for Child Nutrition Program (ED-099) – Health Food Certification Statement B – 3
- 4) Increase in appropriation for MRA for FY14/15 in the amount of \$306,700 bringing the total appropriation to \$1,106,700. B – 4
- 5) Establish an appropriation for FY14/15 MCC/Adult Education Transitional Strategies REACT II in the amount of \$223,823 B – 5
- 6) Extended Field Trip Request – MHS - FBLA National Leadership Competition 8 Students/1 Chaperone – Chicago, Illinois 6-28-15 through 7-4-15. B – 6

C. COMMITTEE REPORTS

- 1) Curriculum & Instruction Committee Meeting Minutes, May 26, 2015 C – 1

D. PUBLIC COMMENTS (any item before the board)

E. SUPERINTENDENT’S REPORT

- 1) PTO Presidents Report - Mrs. Jackie Madore – Introduction of new PTO President – Ms. Christine Cardosa
- 2) Update on School Improvement Plan for Washington Elementary – Principal, Mrs. Karen Gray E – 2
- 3) Update on Scheduling at Bennet Academy and Illing Middle School – Mr. Matthew Geary

F. UNFINISHED BUSINESS –

1) Policies Revisions

The Policy Committee submits to the full Board its recommended revision for the second reading and approval in accordance with its policy on policy changes:

- a) Promotion, Retention, Acceleration, #5120

F – 1

**G. NEW BUSINESS -
None**

H. PUBLIC COMMENTS (comments limited to items on tonight's agenda)

I. COMMUNICATIONS

- 1) Student Representatives – Ms. Lori Fogg and Ms. Shania Stanton

J. ITEMS FOR FUTURE AGENDAS

K. ADJOURNMENT

Welcome to the Manchester Board of Education meeting. Observers are always welcome. The following instructions are to assist those who wish to speak during the Public Comment session(s):

- 1) Print your name and address on the sign-in sheet at the podium for accurate record keeping.*
- 2) State your name and address for the record. Students state name only.*
- 3) First Session: Three minute time limit for any item that may come before the Board. Listen for the bell.*
- 4) Second Session: Comments must be limited to items on the Board's agenda for this meeting. The Board Chair has the discretion to limit comment time.*
- 5) Written statements may be substituted for Board members if time runs out for speaker.*
- 6) Immediate replies to questions/concerns should not be expected (Board Chair/Superintendent's discretion).*
- 7) Inappropriate topics: Confidential information, personal issues and legal concerns. Please avoid derogatory and profane language. Board of Education Policy #1220.*

PERSONNEL ACTION**APPOINTMENTS**

Donna Napolitano to be a STEM Specialist. Ms. Napolitano received a Master of Science in Elementary Education degree at Fordham University. Ms. Napolitano resides in Stafford Springs. It is recommended that her appointment be approved effective August 24, 2015 (MA/Step 5, \$52,769).

Danielle Gunderman to be a Science teacher at Manchester High School. Ms. Gunderman received a Master of Science in Environmental Science degree at City University of New York and a Master of Arts in Curriculum and Instruction degree at University of Connecticut. Ms. Gunderman resides in New London. It is recommended that her appointment be approved effective August 24, 2015 (MA+30/Step 1, \$50,589).

Jennifer Andrews to be a Science teacher at Illing Middle School. Ms. Andrews received a Master of Education in Curriculum and Instruction degree at Western New England University and a Master of Arts in Education degree at University of Connecticut. Ms. Andrews resides in Coventry. It is recommended that her appointment be approved effective August 24, 2015 (MA+30/Step 1, \$50,589).

RESIGNATIONS

Lauren Blum, Special Education teacher at Bennet Academy has submitted a letter of resignation for personal reasons effective the end of business on June 30, 2015. Ms. Blum has been with Manchester Public Schools since August 26, 2013. It is recommended that her request be approved.

Lindsey Squire, Science teacher at Manchester High School has submitted a letter of resignation for personal reasons effective the end of business on June 30, 2015. Ms. Squire has been with Manchester Public Schools since August 26, 2013. It is recommended that her request be approved.

Mary Walsh, Music teacher at Illing Middle School has submitted a letter of resignation for personal reasons effective the end of business on June 30, 2015. Ms. Walsh has been with Manchester Public Schools since August 31, 1995. It is recommended that her request be approved.



MANCHESTER HIGH SCHOOL

134 EAST MIDDLE TURNPIKE, MANCHESTER, CT 06040

Mrs. Jill Krieger, Principal
860.647.3521
jkrieger@mpspride.org

June 4, 2015

To Whom it May Concern,

In previous years the Board of Education has been extremely generous in donating money to our Project Graduation event for Manchester High School. This year we are asking if you would be kind enough to donate the amount of \$1,000.00 to Manchester High School "Project Graduation" for the 2014-2015 school year.

Your contributions to this event are greatly appreciated. We thank you in advance for your support.

Sincerely,

Jill Krieger
Principal

ED-099
 Addendum
 Healthy Food Certification
 (Connecticut General Statutes Section 10-215f)
 February 2015 Revision

Connecticut State Department of Education
 Addendum to Agreement for Child Nutrition Programs (ED-099)
Healthy Food Certification Statement

Section 1 – Background

Section 10-215e of the Connecticut General Statutes directs the Connecticut State Department of Education (CSDE) to develop and publish nutrition standards (hereinafter, Connecticut Nutrition Standards) for food items offered for sale to students at school separately from reimbursable meals sold as part of the National School Lunch Program and School Breakfast Program. Section 10-215f requires that participants in the National School Lunch Program, including each local and regional board of education, regional educational service center, the Connecticut Technical High School System and the governing authority for each state charter school, interdistrict magnet school and endowed academy, must certify each year in its annual application to the CSDE whether all food items made available for sale to students will meet the Connecticut Nutrition Standards. Section 10-215b further provides additional funding to National School Lunch Program participants who annually certify compliance with the Connecticut Nutrition Standards.

Section 2 – Certification Statement

► ***Must be completed by all Connecticut public school districts that participate in the National School Lunch Program.***

On behalf of the Manchester Board of Education and
(Name of the Board of Education or Governing Authority)

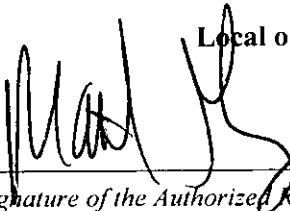
pursuant to Section 10-215f of the Connecticut General Statutes, I hereby certify that all food items offered for sale to students in the school(s) under our jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, *(select appropriate box)*

☒ **will** *(must complete Sections 3 and 4 on page 2)*

☐ **will not** *(sign below and return form)*

meet said standards during the period of **July 1, 2015 through June 30, 2016**. Such certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to, school stores, vending machines, school cafeterias, and any fundraising activities on school premises, whether or not school sponsored.

**Local or Regional Board of Education or
Governing Authority**

Signature:  Matthew Geary
(Signature of the Authorized Representative) *(Printed Name of the Authorized Representative)*

Superintendent of Schools 6/8/15
Title (Superintendent of Schools, President or Chairperson of the Board) *Date of Authorization*

Section 3 – Exemption Statement

► *To be completed only by districts opting for the healthy food certification, i.e., those districts that checked “will” in Section 2.*

Pursuant to Section 10-215f of the Connecticut General Statutes, I hereby acknowledge that the board of education or governing authority, (*select appropriate box*)

☒ **will**

☐ **will not**

exclude from certification food items that do not meet the Connecticut Nutrition Standards, provided that (1) such food is sold in connection with an event occurring after the end of the regular school day or on the weekend, (2) such sale is at the location of the event, and (3) such food is not sold from a vending machine or school store.

Section 4 – Amendment to Agreement for Child Nutrition Programs (ED-099)

► *To be completed only by districts opting for the healthy food certification, i.e., those districts that checked “will” in Section 2.*

Pursuant to Section 10-215f of the Connecticut General Statutes, the Agreement for Child Nutrition Programs (ED-099) with

Manchester Board of Education

(Name of the Board of Education or Governing Authority)

is hereby amended to include the above certification statement of compliance with the Connecticut Nutrition Standards and application for funding related to those standards. This addendum covers the period from **July 1, 2015 through June 30, 2016.**

Local or Regional Board of Education or Governing Authority

Signature: _____

(Signature of the Authorized Representative)

Matthew Geary

(Printed Name of the Authorized Representative)

Superintendent of Schools

Title (Superintendent of Schools, President or Chairperson of the Board)

6/8/15

Date of Authorization

FOR STATE USE ONLY • DO NOT SIGN BELOW THIS LINE

Connecticut State Department of Education

Signature: _____

(Signature of State Agency Representative)

Kathy Demsey

(Printed Name of State Agency Representative)

Chief Financial Officer

Title

Date

The State of Connecticut Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. The Department of Education does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. Inquiries regarding the Department of Education's nondiscrimination policies should be directed to: Levy Gillespie, Equal Employment Opportunity Director/Americans with Disabilities Act Coordinator, State of Connecticut Department of Education, 25 Industrial Park Road, Middletown, CT 06457, 860-807-2101, Levy.Gillespie@ct.gov.

Healthy Food Certification Statement Instructions

By completing and approving the Healthy Food Certification Statement, the board of education or governing authority is certifying whether all schools under the district's jurisdiction **will or will not** comply with the Connecticut Nutrition Standards published pursuant to Section 10-215e of the Connecticut General Statutes for the period of **July 1, 2015 through June 30, 2016**.

Each eligible public school district must complete **two (2) signed originals** of the Healthy Food Certification Statement. Eligible districts include public school districts that participate in the National School Lunch Program, including regional educational service centers, the Connecticut Technical High School System, charter schools, interdistrict magnet schools and endowed academies.

Both copies of the Healthy Food Certification Statement must be signed with **original** (ink) signatures and be approved by the board of education or governing authority. *Note: Both page 1 and 2 of the form must be returned, regardless of whether the district certifies for the healthy food option.* Return the two signed copies by **July 1, 2015** to:

Connecticut State Department of Education (CSDE)
Bureau of Health/Nutrition, Family Services and Adult Education
25 Industrial Park Road
Middletown, CT 06457

Section 1 – Background

This section provides background information for the Healthy Food Certification Statement.

Section 2 – Certification Statement

This section must be completed and signed by the board of education or governing authority for all Connecticut public school districts that participate in the National School Lunch Program, including regional educational service centers, the Connecticut Technical High School System, charter schools, interdistrict magnet schools and endowed academies. This section certifies that the food items offered for sale to students separately from reimbursable meals at all times and from all sources **will or will not** be in compliance with the Connecticut Nutrition Standards.

- Enter **Name of your Board of Education or Governing Authority** in the space provided.
- Check appropriate box regarding the healthy food certification ("**will**" or "**will not**"). If the district checks "**will**," then sections 3 and 4 must be completed (see instructions on page 2 of this document). If the district checks "**will not**," the form is complete when signed and dated as indicated below.
- The **Signature** is that of the designated representative who is authorized to sign the ED-099 Agreement for the Child Nutrition Programs and to sign claims for reimbursement. This person is head of the governing authority, e.g., the chief officer elected or appointed to assume legal responsibility for the organization (Superintendent of Schools, President or Chairperson of the Board). Include the authorized representative's **Title** and **Printed Name**.
- For the **Date of Authorization**, indicate the date of the meeting when the board of education or governing authority took action to participate in the healthy food certification section under Section 10-215f of the Connecticut General Statutes.

Healthy Food Certification Statement Instructions, continued

Section 3 – Exemption Statement

This section must be completed only if the board of education or governing authority decides to certify for the healthy food option, i.e., checks “will” in Section 2. This section certifies that the board of education or governing authority **will** or **will not** allow exemptions for the sale of food items that do not meet the Connecticut Nutrition Standards provided that 1) the sale is in connection with an event occurring *after the end of the regular school day or on the weekend*, 2) the sale is at the *location* of the event, and 3) the food is *not sold from a vending machine or school store*.

- If the board of education or governing authority certifies that all food items **will** comply with the Connecticut Nutrition Standards, the board may exclude from certification the sale of certain foods provided the three conditions listed above are met. The board of education or governing authority has the discretion to determine the scope of the exclusion, which may be general or may be determined on a case-by-case basis. In order to enact this exclusion, the board or governing authority must take action and specify the scope of the exclusion. The CSDE will monitor compliance with this certification. Therefore, for record-keeping purposes, adoption of the exclusion should be reflected in the official minutes of the board of education or the governing authority’s meeting regarding the vote for healthy food certification.
- Check appropriate box regarding food exemptions (“**will**” or “**will not**”).

Section 4 – Amendment to Agreement for Child Nutrition Programs (ED-099)

This section must be completed only if the board of education or governing authority decides to certify for the healthy food option, i.e., checks “will” in Section 2. This section **amends** the Agreement for Child Nutrition Programs (ED-099) with the Connecticut State Department of Education to include the certification statement of compliance with the Connecticut Nutrition Standards.

- Enter **Name of your Board of Education or Governing Authority** in the space provided.
- The **Signature** is the designated representative authorized to sign the ED-099 Agreement for the Child Nutrition Programs and to sign claims for reimbursement. This person is head of the governing authority, e.g., the chief officer elected or appointed to assume legal responsibility for the organization (Superintendent of Schools, President or Chairperson of the Board). Include the authorized representative’s **Title** and **Printed Name**.
- For the **Date of Authorization**, indicate the date of the meeting when the board of education or governing authority took action to participate in the healthy food certification under Section 10-215f of the Connecticut General Statutes.

The State of Connecticut Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. The Department of Education does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. Inquiries regarding the Department of Education's nondiscrimination policies should be directed to: Levy Gillespie, Equal Employment Opportunity Director/Americans with Disabilities Act Coordinator, State of Connecticut Department of Education, 25 Industrial Park Road, Middletown, CT 06457, 860-807-2101, Levy.Gillespie@ct.gov.

**Town of Manchester
Manchester Board of Education**

To: Manchester Board of Education
From: Matthew Geary, Superintendent of Schools
Re: Item for Increase in Appropriation for FY 2014-2015
Date: June 3, 2015

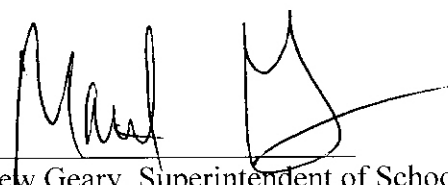
Background: MRA out-of town tuition is received to provide services to special needs students ranging in age from 14 to 21.

Discussion/Analysis: A projected increase in tuition is anticipated due to the number of tuition students in the program.

Financial Impact: None

Other Board Action: None

Recommendation: The Superintendent of Schools recommends that the Board of Education request the Board of Directors increase the appropriation for MRA \$306,700 for FY14-15 bringing the total appropriation to \$1,106,700.



Matthew Geary, Superintendent of Schools
Manchester, CT
June 8, 2015

Town of Manchester
Board of Education

To: Manchester Board of Education
From: Matthew Geary, Superintendent of Schools
Re: Appropriation for Adult Education Transitional Strategies (REACT II)
Grant FY 2014-2015
Date: June 3, 2015

Background: Manchester Community College and Manchester Adult and Continuing Education have had a successful partnership for the past several years through the Reaching Education Achievement for College Transition (REACT II) program which provides a supportive educational environment for students who want to transition to college, but whose assessment scores place them below the Intensive level of remediation. This 1-year pilot program will give students the opportunity to earn three college credits in Student Development, First Year Experience and complete the equivalent of Manchester Community College's developmental Math and English sequence. Students receive support services, career and academic counseling, participate in cultural enrichment excursions that support their learning program, meet and learn with other students with the same goals and receive continued support from Manchester Community College staff after completion of the program.

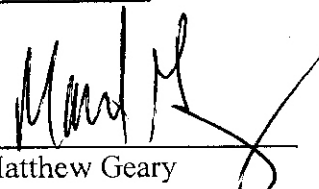
Discussion/Analysis: Funds will be used to offer pathways to postsecondary education for high school seniors and high school graduated adults. The program will provide preparatory support to meet the Accuplacer criteria for entry level college courses.

Financial Impact: None

Other Board Action: None

Recommendation: The Superintendent of Schools recommends that the Board of Education request the Board of Directors to create FY 14/15 MCC/Adult Education Transitional Strategies REACT II appropriation in the amount of \$223,823.

Attachments: Contract and Resolution



Matthew Geary
Superintendent of Schools
Manchester, Connecticut
June 8, 2015



CONNECTICUT STATE
COLLEGES & UNIVERSITIES

BOARD OF REGENTS FOR HIGHER EDUCATION

39 Woodland Street, Hartford, CT 06105

Original ☒ Amendment ☐ ID #

State Contracting Agency: Board of Regents for Higher Education, on behalf of Manchester Community College

Street: Great Path

City: Manchester State: Connecticut Zip: 06040

Tel#: (860) 512-3000

Hereby enters into a Contract with:

Contractor: Manchester Board of Education – Adult and Continuing Education

Street: 901 Main Street

City: Manchester State: Connecticut Zip: 06040

Tel#: (860) 647-5075 E-Mail: B11dkear@manchesterct.gov

FEIN/SSN: 06-6001633

The term of this Contract is from 8/15/2014 through 6/30/2015.

This Contract shall become effective as of the date of signature by the State Contracting Agency's authorized official and, where applicable, the date of approval by the Connecticut Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term. No amendment to this contract shall be valid or binding upon the parties unless made in writing, signed by the parties, and approved by the OAG, if applicable.

State Contracting Agency agrees to make payment to the Contractor.
Total Contract total shall not exceed: \$ 223,823.00

This Contract shall remain in full force and effect for the entire term of the Contract period, stated above, unless cancelled by either party, by giving the number of day's written notice

REQUIRED NO.
OF DAYS
WRITTEN NOTICE
30

Contractor should address all contract questions to:
Sandra Palmer, Provost/Chief Academic Officer, Manchester Community College

State Contracting Agency should address all contract questions to:
Diane Clare-Kearney, Director, Manchester Board of Education – Adult and Continuing Education

FOR INTERNAL USE ONLY

REVENUE CODING	FISCAL YR(s)	AMOUNT	NOTES:
Banner Fund Code:			
Banner Org Code:			
Banner Account Code:			
Banner Program Code:			

1. DESCRIPTION OF CONTRACT SERVICES

1.1 Services.

- (a) This Contract ("Contract") is made by and between the Board of Regents for Higher Education, on behalf of **Manchester Community College** ("College" or "MCC"), a constituent unit of the State of Connecticut System of Higher Education with an address of Great Path, Manchester, Connecticut 06040, and **Manchester Board of Education - Adult and Continuing Education** ("Contractor") with a principal place of business at 901 Main Street, Manchester, CT 06040.
- (b) The Contractor shall assist MCC to offer a transitional strategy program for students who seek to enter the College but whose assessment scores place them below the Intensive Level of Remediation. The creation of this program is in direct response to the legislative mandate identified by the Connecticut General Assembly's enactment of Public Act No. 14-217.
- (c) The Contractor shall work with MCC to provide Transitional Level Math and English courses and provide ongoing support services to assist students with developing their academic skills at an accelerated pace. The scope of services to be performed under this contract is outlined and attached as Exhibit A.

2. COST AND SCHEDULE OF PAYMENTS

- 2.1 State Liability. The State of Connecticut and the State Contracting Agency ("State" or "College") shall assume no liability for payment for services under the terms of this contract until the contract is fully executed by the State Contracting Agency, the Contractor, and if applicable, by the Attorney General of the State of Connecticut.
- 2.2 Total Contract Not to Exceed. The COLLEGE shall pay the CONTRACTOR a total sum not to exceed **\$223,823.00** for services performed under this agreement.
- 2.3 Invoicing and Payment. The parties mutually agree that:
 - (a) The Contractor shall submit invoices in accordance with the schedule below:
 - (i) Invoices shall be submitted per the following schedule and shall be in accordance with the budget identified in subsection (c), below.

Invoice & Payment Schedule	
Invoice Date	Time Period
January 5, 2015	Actual Expenses incurred from August 15, 2014 through December 31, 2014
April 15, 2015	Actual Expenses incurred from January 1, 2015 through March 31, 2015
June 30, 2015	Actual Expenses incurred from April 1, 2015 through June 30, 2015

- (ii) Invoices shall be supported with backup documentation including a list of staff names to support the salary and fringe expenses and copies of invoices for all other expenses paid.
 - (iii) Invoices shall be addressed to: **Accounts Payable, Manchester Community College, Great Path, Manchester, CT 06040.**
 - (b) Invoices shall, at a minimum, include the Contractor name, the Purchase Order Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses invoiced. The State of Connecticut does not pay taxes, therefore Contractor invoices should not reflect the inclusion of any taxes on services or work performed under this contract.

- (c) Invoices shall be in accordance with the following budget:

Transitional Strategies Budget

Budget Category	Budget Amount
Salary & Fringe Benefits	\$111,534
Travel	\$1,200
Instructional Supplies	\$89,031
Other Expenses – Printing/Marketing/Transportation/Field trips	\$22,058
Totals	\$223,823

- (d) Payment shall be made by the College to the Contractor within 30 days after receipt of properly executed and approved invoices.

3. OTHER TERMS AND CONDITIONS - References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the Contractor.

- 3.1 Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.
- 3.2 Professional Standards. In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethics. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the College in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said College, such services as the College requests, provided in this contract.
- 3.3 Promotion. Unless specifically authorized in writing by the State, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, or of the Board of Regents for Higher Education, or of Manchester Community College, or their respective 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 or logo of the State of Connecticut or its agencies in any other manner, 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.
- 3.4 Quality Surveillance, Examination of Records and Inspection of Work. All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services. The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of, and to monitor or evaluate the work being performed by, Contractor or its subcontractors pertaining to work performed under this contract and Contractor shall allow such representatives free access to any and all such books, records and worksite. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination or inspection, which shall be performed in such a manner as will not unduly disrupt or delay Contractor's work. At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the State's business under this contract. The Contractor shall retain and maintain accurate records and documents relating to performance of services under this contract for a minimum of three (3) years after the final payment by the State and shall make them available for inspection and audit by the State.
- 3.5 Independent Contractor. Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. If applicable, at the State's request Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this contract, as evidence that such are in full force and effect. Contractor shall act as an independent Contractor in performing this contract, maintaining complete control over its employees and all of its subcontractors. Contractor shall

furnish fully qualified personnel to perform the services under this contract. Contractor shall perform all services in accordance with its methods, subject to compliance with this contract and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

- 3.6 Labor and Personnel. At all times, Contractor shall utilize approved, qualified personnel necessary to perform the services under this contract. Contractor agrees not to subcontract any of the services to be provided under this contract without the prior written permission of the State. Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this contract. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days' notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State still desire reassignment, then five days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

- 3.7 Claims. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the College arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 3.8 Indemnification. The Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Contract, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors. Notwithstanding the foregoing, Contractor shall not be obligated to indemnify the State for any claims arising solely out of the negligent acts or omissions of the Students.
- 3.9 Insurance. The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the Contractor work site and the service(s) to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the state contracting agency.

- 3.10 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.

- 3.11 Subpoenas. In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State on page one of this agreement to receive contract questions, of such subpoena. Within thirty-

six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person so designated for the State on page one of this agreement.

- 3.12 Survival. The rights and obligations of the parties which by their nature survive termination or completion of the contract, including but not limited to those set forth herein in sections relating to the Family Educational Rights and Privacy Act, Indemnity, Nondisclosure, Promotion, and Confidentiality, shall remain in full force and effect.
- 3.13 Assignment. Except as provided in this Section, this contract may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment of this contract or any parts thereof in violation of this contract shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this contract.
- 3.14 Severability. If any part or parts of this contract shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this contract notwithstanding the part or parts found to be void or unenforceable.
- 3.15 Third Parties. The State shall not be obligated or liable hereunder to any party other than the Contractor.
- 3.16 Family Educational Rights and Privacy Act (FERPA). In performing services pursuant to this contract, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.
- 3.17 Nondisclosure. Contractor shall not release any information concerning the services provided pursuant to the Contract or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.
- 3.18 Confidentiality. All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.
- 3.19 Contracting with State Employees or Related Family/Business. Section 1-84 (i) of the Connecticut General Statutes prohibits the College to engage in contracts over \$100 with State employees and certain related family or businesses as defined by Sections 1-79 (b) and (f), unless awarded through an open and public process. Contractor has disclosed to State whether it is an employee, related family member or associated business as defined by the statute. The Contractor and State each represent that they have fully complied with all applicable requirements of this statute, which is set forth below (emphasis added), or as it may be amended from time to time:
- (a) Conn. Gen. Stat. § 1-84 (i) (1) provides: No public official or state employee or member of the official or employee's immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more, other than a contract of employment as a state employee, or a contract with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall an executive head of an agency, as defined in section 4-166, including a commissioner of a department, or an executive head of a quasi-public agency, as defined in section 1-79, or the executive head's immediate family or a business with which he is associated enter into any

contract with that agency or quasi-public agency. Nothing in this subsection shall be construed as applying to any public official who is appointed as a member of the executive branch or as a member or director of a quasi-public agency and who receives no compensation other than per diem payments or reimbursement for actual or necessary expenses, or both, incurred in the performance of the public official's duties unless such public official has authority or control over the subject matter of the contract. Any contract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced not later than one hundred eighty days after the making of the contract.

- (b) Conn. Gen. Stat. § 1-79 (2) provides: "Business with which he is associated" means any sole proprietorship, partnership, firm, corporation, trust or other entity through which business for profit or not for profit is conducted in which the public official or state employee or member of his immediate family is a director, officer, owner, limited or general partner, beneficiary of a trust or holder of stock constituting five per cent or more of the total outstanding stock of any class, provided, a public official or state employee, or member of his immediate family, shall not be deemed to be associated with a not for profit entity solely by virtue of the fact that the public official or state employee or member of his immediate family is an unpaid director or officer of the not for profit entity. "Officer" refers only to the president, executive or senior vice president or treasurer of such business.
- (c) Conn. Gen. Stat. § 1-79 (6) provides: "Immediate family" means any spouse, children or dependent relatives who reside in the individual's household.

3.20 Campaign Contribution Restrictions. This notice is provided under the authority of Connecticut General Statutes § 9-612 (g) (2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined subsection 3.6 (e), below).

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

- (b) Duty To Inform. State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.
- (c) Penalties For Violations. Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

- (i) **Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.
- (ii) **Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.
- (d) **Contract Consequences.** In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

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

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

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

(e) **Definitions.**

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

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

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

subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

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

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

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

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

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

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

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

3.21 Non Discrimination.

- (a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent 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; (ix) "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 (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 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 it relates to the provisions of this Section and Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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.

3.22 Americans with Disabilities Act. This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with

the law. Failure of the Contractor to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

- 3.23 Whistleblowing. This contract is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this 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 provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

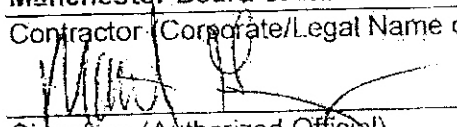
- 3.24 Governors' Executive Orders 3, 14, 17, 16, 7C and 14. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated 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 the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Reil, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Reil, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.
- 3.25 Power to Execute. The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide Signature Authority Documentation confirming the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor.
- 3.26 Sovereign Immunity. The parties acknowledge and agree that nothing in this 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 this Contract. To the extent that this section conflicts with any other section, this section shall govern.
- 3.27 Non-Waiver. None of the conditions of this contract shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this contract unless expressly stipulated in such waiver. In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.
- 3.28 Entire Agreement. This Agreement is the entire agreement between the Contractor and the College and supersedes and rescinds all prior agreements relating to the subject matter hereof. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this Agreement are legally binding and its duly authorized representative has signed this Agreement after having carefully read and understood the same, of their own free will. This contract shall inure to the benefit of each party's heirs, successors, and assigns.

ACCEPTANCES AND APPROVALS

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

Manchester Board of Education – Adult and Continuing Education

Contractor (Corporate/Legal Name of Contractor)


Signature (Authorized Official)

Date

2/27/15

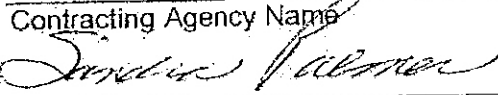
Matthew Geary, Superintendent of Schools
(Typed/Printed Name and Title of Authorized Official)

By the State Contracting Agency

Statutory Authority Conn. Gen. Stat. §§ 4a-52a and 10a-151b

Manchester Community College

Contracting Agency Name


Signature (Authorized Official)

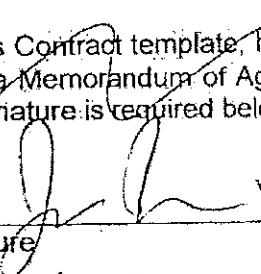
Date

3/4/15

Sandra Palmer Provost
(Typed/Printed Name and Title of Authorized Official)

By the Office of the Attorney General

- ☐ This Contract template, having been reviewed and approved by the OAG, is exempt from review pursuant to a Memorandum of Agreement between the Agency and the OAG dated April 11, 2011. Therefore, no signature is required below.


Signature

Date

6/2/15

Joseph Rubin
Assistant / Associate Attorney General

Approved as to form

Exhibit A

MEMORANDUM OF UNDERSTANDING

BETWEEN

CONNECTICUT STATE COLLEGES AND UNIVERSITIES (CONN SU)
BOARD OF REGENTS FOR HIGHER EDUCATION
ON BEHALF OF MANCHESTER COMMUNITY COLLEGE

AND

Manchester Board of Education – Adult and Continuing Education

SECTION I – STATUTORY AUTHORITY AND PURPOSE

A. Connecticut State Colleges and Universities, Board of Regents for Higher Education on behalf of Manchester Community College

Section 10a-72 of the Connecticut General Statutes ("C.G.S.") authorizes the Board of Regents for Higher Education (the "Board") to administer the constituent unit colleges and direct the expenditure of college funds within the amounts available. Board policy provides appropriate executive signature authority to the Manchester Community College ("College" or "MCC" president and designated members of College management) to enter into such contractual agreements, as it may be necessary for the discharge of their respective duties, to effectuate the decisions, policies and programs of the Board and the Chancellor as they relate to the College.

B. Manchester Board of Education

Section 10-248 of the Connecticut General Statutes authorizes the Manchester Board of Education to pay school expenses. In addition, Manchester Board of Education Policy D(B)(4) authorizes the superintendent of schools to enter into such contractual agreements, as may be necessary for the discharge of his/her duties.

C. Purpose

The College and Manchester Board of Education agree that students that enroll in college are often underprepared for college level academics and test into between 1 and 6 developmental level courses prior to reaching college level skills. This partnership between Manchester Community College and Manchester Adult & Continuing Education will assist this population of students in developing their academic skills at an accelerated pace so that they may test into college level courses.

SECTION II – DESCRIPTION OF SERVICES

Partnership Descriptions:

Manchester Community College and Manchester Adult and Continuing Education have had a successful partnership for the past several years through the Reaching Education Achievement for College Transition (REACT) program which provides a supportive educational environment for students who want to transition to college. The REACT program gives students the opportunity to earn three college credits and complete the equivalent of Manchester

Community College's developmental math and English sequence. Students receive support services, participate in cultural enrichment excursions that support their learning program, meet and learn with other students with the same goals and receive continued support from Manchester Community College staff after completion of the program.

Manchester Community College and Manchester Adult and Continuing Education want to continue to enhance this partnership by providing transitional strategies level courses to students who seek to enter the community college, but whose assessment scores place them below the Intensive level of remediation. The goal is to provide education in Math and English with supportive services to move students toward the next level of coursework (Intensive or Embedded) in a shorter period of time. These courses would be part of the REACT curriculum as we move forward beginning Fall 2014.

Project Descriptions:

The revised curriculum will consist of transitional strategies level courses, foundations for College English and Math, a First Year Experience course (3 college credits), computer literacy, career pathways, and financial planning. Curriculum will be taught by both Manchester Community College and Manchester Adult and Continuing Education staff. The class structure will be multileveled to support a program-wide technology integration initiative that recognizes and addresses the varying abilities and learning styles among students by differentiating instruction and increasing communication skills. Learning to use contemporary technological mobile devices in the classroom is a natural engagement strategy, empowering opportunity, and a 21st century reality.

This project will consist of eight inter-related components: recruitment, pre-screening, orientation, delivery of program curriculum, transition support through collaborative partnerships; post-testing and coordination of student support services. We will deliver all of these components in collaboration with the consortium.

There will be four college transition classes offered at a number of locations to ensure that we provide support opportunities to a variety of constituents:

1. MCC Boot Camp English
 - a. Two semesters
 - b. Up to 25 students per semester
 - c. Daytime
 - d. 15 weeks per semester (60 days); 3.4 hours Per week; 37.4 total hours per semester
2. MCC Boot Camp Math (Math Blast)
 - a. Two semesters
 - b. Daytime
 - c. 15 weeks per semester (60 days); 3 hours per week; 45 total hours per semester
3. REACT Vernon
 - a. Two semesters

- b. Up to 25 students each semester
 - c. Evening
 - d. 13 weeks each semester; 9 hours per week (117 hours per semester or with an additional 3 hour option, 156 hours per semester)
4. REACT II Firehouse
- a. Two semesters
 - b. Up to 25 students each semester
 - c. Daytime
 - d. 13 weeks each semester; 15 hours per week (195 hours per semester)

MCC Boot Camp English

There will be a Boot Camp course at Manchester Community College. Up to 25 students, each semester, will be enrolled in this course. This class will meet two times per week for 3.4 hours per week. This class will operate for 60 days or 11 weeks each semester.

MCC Boot Camp Math

There will be a Boot Camp course at Manchester Community College. Up to 25 students, each semester, will be enrolled in this course. This class will meet one time per week for 3 hours per week. This class will operate for 60 days or 11 weeks each semester.

REACT Manchester Two

This program will take place at the East Side Public Safety Youth Center for 13 weeks Mondays through Fridays each semester. It will serve up to 25 students each semester for 15 hours per week, six hours of math and six hours of English in a blended (hybrid) learning environment. This includes a Student Development component on Fridays.

REACT Vernon

This program will take place at the Rockville Learning Center for 13 weeks for 9 hours per week, three hours of math and English in a blended (hybrid) learning environment, with an optional 3 hours for students to obtain individual academic support and use of the computer lab on Saturdays for 3 hours.

Project Work Plan:

The work plan will consist of English, Math, Student Development, and Team Building. Each program will have a slightly different structure to ensure that we meet the needs of a varied population. It will include recruitment, student intake (including pre and post assessment through ACCUPLACER and CASAS), orientation, program delivery, and transition support services.

Student recruitment strategies include: a comprehensive marketing plan to encompass all advertising opportunities in Manchester and surrounding areas and distribution of marketing pieces to local high schools and community organizations. Detailed information will also be provided to prospective students who have inquired about community college opportunities and students who have applied, but have not yet registered, at Manchester Community College.

Orientation provides an opportunity for instructional staff, counselors and students to meet, review program protocols and expectations, i.e. attendance policies, course syllabus and academic expectations, advise students of the available counseling and transition support services, for students to ask questions about the program, for students to engage in teambuilding activities that promote trust, cooperation and goal setting. One two-hour information session will be scheduled prior to the start of each session.

English and Math courses will be taught by a Manchester Community College instructor and/or an Adult Education instructor. Each team will determine how the courses are structured and whether they teach together or teach individually. The First Year Experience course will be taught at Manchester Community College by the MCC liaison, out of the Office of First Year Programs and Student Success.

English

English 9000 (003): Transition English (Foundations of Reading)

This course is designed for students who need a semester of reading and study skills experience necessary for college level work and before continuing onto either Intensive or Embedded levels. This course will engage students in reading, writing, listening, and speaking activities with an emphasis on vocabulary, comprehension, and whole class and small group discussion. Placement into this course is via the assessment test.

1. Embedded peer tutors offering additional hands-on, one-on-one support throughout the semester, helping ensure that students maximize their learning opportunities and improve their chances of passing the class and getting prepared for college-level work.
2. A career track focus, with shadowing opportunities in classes of each student's choosing along with articulated conversations with program directors in students' intended major areas of interest. This allows students to visit classrooms in their intended majors, see what the work is like, and develop relationships with the coordinators in their intended fields. Each student will be assigned a peer mentor in their intended field of study.

3. Hands-on, individualized, one-on-one academic, career, and personal counseling provided to all students by a counselor from MCC Counseling and Advising Center throughout the semester.
4. A focus on preparing students for college-level reading, writing, and thinking
5. An additional lab hour designed to provide students with focused, one-on-one help with readings, homework, writing assignments, and other issues. This additional lab hour is also used for a variety of enrichment activities around campus to help students explore the many opportunities provided on a college campus. These will include a class baseball game, a visit to MCC's Culinary Arts Center and Community Garden, and a tour of the art on campus and MCC art gallery.

English 1 003/066: Foundations for College English

The course will focus on reading and writing as processes and is designed to lead students to producing college-level work. Students will interact with various types of texts through reading, writing, listening, and speaking. They will have the opportunity to create meaningful pieces of writing for real purposes and real audiences. As a result of this course, students will form a set of personal strategies to help them be successful in a college leveled course.

1. Demonstrate literal comprehension of text: identifying and distinguishing between main ideas and details.
2. Demonstrate critical comprehension by predicting, drawing inferences, detecting author's purpose, identifying audience and tone, distinguishing between fact and fiction, recognizing bias and propaganda, understanding and identifying figurative language – metaphor, simile, and personification.
3. Demonstrate the following reading/study techniques – SQ3R, skimming and scanning, outlining and using graphic organizers.
4. Write summaries, responses, and other short pieces of writing related to the readings.
5. Employ vocabulary strategies - context clues, word analysis and understanding denotation and connotation.

English 2 (093 – Introduction to College Reading and Writing)

There will be some Curriculum overlap

Students will develop further in their abilities to read, discuss, think and write. Students will demonstrate this through a variety of topics, using a number of strategies. They will demonstrate writing and reading processes that effectively them to complete all writing assignments.

1. Write at least one 3-5 page (750-1250 word) papers and one 4-6 page (1000-1500 word) paper that demonstrate the following:
 - a. able to develop organized paragraphs
 - b. a clear sense of transitions
 - c. a clear sense of organization
 - d. integration of material from readings
 - e. errors in language usage generally follow a pattern that the student can recognize through editing and proofreading

My Foundations Lab

Supplemental academic enrichment opportunities will be available to students through web-based resource My Foundations Lab by Pearson. My Foundations Lab is an online mastery-based resource for assessing and remediating college readiness skills. We will be using this system for Reading Comprehension and Sentence Skills. Students will engage in learning paths in Reading Comprehension and Sentence Skills after taking a diagnostic test that will lay out a customized plan for them to work on. The English teachers will monitor the usage of My Foundations Lab by each student through the online grade book. The counselor will work with the English teacher in recording other modes of performance such as attendance and participation in class. Assignments and benchmarks will be set and communicated with through My Foundations Lab.

Math Blast

Math Blast is a transitional course used by students to refresh their math skills in preparation for taking the Math placement test. Students are guided by a coach in an online setting where Kahn Academy videos are selected to review the concepts which are tested in the Accuplacer test. The faculty coach works along with the students in a classroom to help them understand concepts with which they are struggling and to complete videos and lessons as directed by the coach. Students then work outside of class at their own pace as they continue making progress. The student's progress is monitored by the coach; and students receive encouragement and help with time management as well. At the end of the prescribed set of videos, students are then again retested with Accuplacer in order to reduce the time spent in developmental math classes. In pilot studies, many of the students who are engaged with the class are able to improve their placement results.

Math 075: Transition Math (Pre-Algebra)

The course is designed for students who need remediation in basic math (formerly MAT 075). Assessment and Learning in Knowledge Spaces (ALEKS) is a Web-based, artificially intelligent assessment and learning system using adaptive questioning to quickly and accurately determine

exactly what a student knows and does not know in a course. ALEKS then instructs the student on the topics he is most ready to learn. As a student works through a course, ALEKS periodically reassesses the student to ensure that topics learned are also retained. ALEKS courses are very complete in their topic coverage and ALEKS avoids multiple-choice questions. A student who shows a high level of mastery of an ALEKS course will be successful in the actual course he is taking.

ALEKS provides the advantages of one-on-one instruction, 24/7, from virtually any Web-based computer. An instructor, educational assistant and peer tutor work with students three times a week in a semester.

For the transitional strategies level, the course will cover content of pre-algebra into four modules and adopts a mastery model using ALEKS for progression through the modules. This will be supported by classroom instruction and on-line learning. Students may work at a self-pace basis to complete the sequence of four modules. They will work in a supervised math lab setting with assistance of a staff member and/or tutor who will staff the lab.

Transitional Strategies (Pre-Algebra)

Module 1: Whole Numbers

Module 2: Integers

Module 3: Solving Equations

Module 4: Fractions and Mixed Numbers

Module 5: Decimals

Module 6: Ratio and Proportion

Module 7: Per cents

Module 8: Units of Measure

Students will be able to continue to the next level, Intensive level once mastery of the transitional strategies level is met.

Math I 095: Elementary Algebra

The course will cover content of elementary algebra into four modules and adopts a mastery model using ALEKS for progression through the modules. This will be supported by classroom instruction and one-line learning. Students may work at a self-pace basis to complete the sequence of four modules. They will work in a supervised math lab setting with the assistance of a staff member and/or tutor who will staff the lab.

Elementary Algebra

Module 1: Course Readiness Assessment

Module 2: Integers and Rational Numbers – 1

Module 3: Integers and Rational Numbers – 2

Module 4: Linear Equations – 1

Module 5: Linear Equations – 2

Module 6: Functions and Graphing
Module 7: Working with Linear Functions and Systems
Module 8: Polynomials

First Year Experience

The objective of this component is to identify the habits of a successful college student. Students will be provided an overall understanding of the skillset needed to navigate the college system. Students will learn about college life and be able to access the Library, Financial Aid, Registrar, Career Services office and any events that pertain to student development. The following modules will be covered:

First Year Experience Modules:

Module 1: Implementing Effective Time Management and Note taking Strategies
Module 2: Identify individual learning styles and study skills appropriate to that style
Module 3: Research and citing information to complement essay writing
Module 4: How to access a variety of support services found in the college environment
Module 5: Career Inventory Assessments and Exploration
Module 6: Financial Aid, Planning, and Preparation

Team Building

Teambuilding activities will occur during orientation week to help students become familiar with the college experience by building confidence through a collaborative process. They will work with their peers through a variety of hands-on activities that focus on empowerment and self-advocacy.

Teams:

The team from Manchester Community College will include:

1. Dr. Sandra Palmer, Provost
2. Mr. Michael Stefanowitz, Director, Division of Liberal Arts
3. Mr. Jason Scapatticci, Director, Office of First Year Programs and Student Success
4. Ms. Marcia Jehnings, Director, Division of Math, Science, and Health Careers

The team from Manchester Adult and Continuing Education will include:

1. Dr. Diane D. Clare-Kearney, Director of Manchester Adult and Continuing Education
2. Mrs. Yolanda Feliciano, School Counselor, Coordinator of REACT

SECTION III – CONTRACT PERIOD

A. Term of Agreement

This contract shall be effective from July 1, 2014 to June 30, 2015.

B. Cancellation of Agreement

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

1. For the College, send or deliver notice to: Dr. Sandra Palmer, Academic Dean, Manchester Community College, 60 Bidwell Street, Manchester CT 06040
2. For the Manchester Adult Education office, send or deliver notice to: Dr. Diane Kearney, Director of Manchester Adult and Continuing Education, 901 Main Street, Manchester CT 06040.

SECTION IV – OTHER TERMS AND CONDITIONS

A. Entire Agreement

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

SECTION V – ACCEPTANCE AND APPROVALS

1. By Manchester Community College:

Authorized Individual

Name: Dr. Sandra Palmer

Title: Provost / Chief Academic Officer

Signature: Sandra Palmer

Date Signed: 8/14/14

2. By Manchester Adult and Continuing Education and Manchester Board of Education:

Authorized Individual

Name: DR. DIANE KEARNEY

Title: DIRECTOR

Signature: Diane C. Kearney

Date Signed: 8.15.14

MANCHESTER BOARD OF EDUCATION

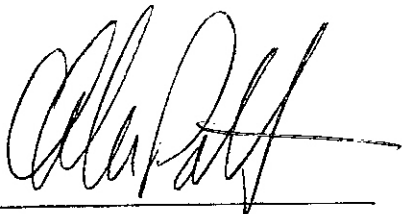
RESOLUTION

WHEREAS,

The Manchester Board of Education is participating in the Board of Regents for Higher Education, on behalf of Manchester Community College, a constituent unit of the State of Connecticut System of Higher Education with an address of Great Path, Manchester, Connecticut 06040 and Manchester Board of Education – Adult and Continuing Education, located at 901 Main Street, Manchester, CT 06040.

THEREFORE,

Through this certified resolution approved by the Manchester Board of Education, Mr. Matthew Geary, Superintendent of Schools, is the authorized official to sign grants from the Board of Regents for Higher Education, on behalf of Manchester Community College at Great Path and Manchester Board of Education – Adult and Continuing Education.

A handwritten signature in black ink, appearing to read 'Chris Pattacini', written over a horizontal line.

Christopher Pattacini, Board Chair
February 23, 2015

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06040

EXTENDED FIELD TRIP REQUEST FORM

In accordance with Board of Education Policy titled "Instruction-6153" all extended field trips must be approved by the Superintendent of Schools. The following information must be forwarded to the Superintendent 30 days (four months for international trips) prior to the Board meeting which antedates the trips.

Name of School: MHS **Date of Request:** June 3, 2015

Name of Club or Activity: FBLA - National Competition

Trip to: Chicago, IL **Purpose:** FBLA National Competition

Number of students participating: 8 **From:** 6/28/15 **To:** 7/4/15

Number of school days missed: 0

Number and names of teachers and chaperones: Give ages of chaperones under 25 and list relationship to system or staff.

a. Michelle (Cote) Sampiere, 25, MHS Business Teacher/FBLA Advisor b. _____

c. _____ d. _____

e. _____ f. _____

g. _____ h. _____

Others: _____

Transportation: ☒ Bus ☒ Train ☐ Plane ☐ Car ☐ Other _____

Are fund-raising activities planned? ☒ Yes ☐ No If so, describe: Donation from business, restaurant fundraisers, raffles

How will funds be allocated to students participating?* Funds will be equally distributed between all students to lower the cost of participating to partially cover train tickets, hotel, and registration fees

Lodging: ☒ Hotel/Motel ☐ Camp ☐ Private Home

If known, give specifics of room assignments: 2 female rooms - 4 females per room; 1 male room - 2 boys, split with Westhill High School

Cost per teacher and/or chaperone: \$1500 - approximately - dependent on cost of train and registration fees (Chaperones may need to provide some of their own expenses if the field trip fund is not adequate.)


Total cost per student: \$500 - dependent on fundraising (Money from fund-raising activities is deposited into an account for the designated field trip in order to offset student costs. However, students may still be responsible for a portion of the cost.*)

Cost per student after fund-raising: \$Max - 500 p/s; Min. 100 p/s - PLUS Food money

If travel agencies are engaged, at least three quotations need to be approved with documentation attached to this form. For quotes in excess of \$7,499, sealed public bids must be sought. Please allow enough time for public bid process (1 month).

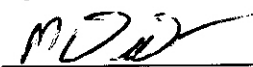
a. _____ b. _____
c. _____ d. _____

Name of teacher making request:

Signature:  Typed: Michelle (Cote) Sampiere

(PLEASE PRINT TO OBTAIN REQUIRED SIGNATURES BELOW)

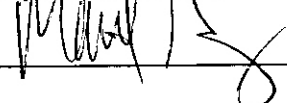
Approved by Department Chair at secondary level:

Signature:  Date: 6-3-15

Approved by Principal:

Signature:  Date: 6-3-15

Approved by Superintendent or designee:

Signature:  Date: 6-3-15

Attachments: Quotations
Itinerary

*Every effort should be made to allow all eligible students to participate regardless of financial situation.

YOUR ITINERARY

CLEAR CART

\$242.50 USD**Sunday, June 28, 2015**Hartford to Springfield

11:28 am - 12:05 pm

0 hr, 37 min

460 Shuttle (Amenities)

1 Reserved Coach Seat

Sunday, June 28, 2015Springfield to Chicago

3:23 pm - 9:45 am (Mon, Jun 29)

19 hr, 22 min

449 Lake Shore Limited (Amenities)

1 Reserved Coach Seat

VALUE

1 Adult	\$108.50
1 Reserved Coach Seat	included
Subtotal	\$108.50

Friday, July 3, 2015Chicago to Washington

6:40 pm - 1:05 pm (Sat, Jul 4)

17 hr, 25 min

30 Capitol Limited (Amenities)

1 Reserved Coach Seat

Saturday, July 4, 2015Washington to Hartford

4:25 pm - 10:42 pm

6 hr, 17 min

146 Northeast Regional (Amenities)

1 Reserved Coach Seat

VALUE

1 Adult	\$134.00
1 Reserved Coach Seat	included
Subtotal	\$134.00

Terms & Conditions**Total \$242.50**

Fares are not guaranteed until we provide you with a reservation confirmation.

HOTELS. TRANSPORTATION. ACTIVITIES AND MORE

Add a hotel, rental car or limo service, tickets for a show and other fun activities for your destination. Or continue your reservation.



per person

HOTEL INFORMATION

Hotel Assignments

FBLA and PBL reservations will only be accepted at the hotel your state has been assigned. State assignments can be found at fbla-pbl.org/2015NLC.

Please note: States must stay at designated NLC conference hotels per the FBLA-PBL Board of Directors. There are many reasons why this is required, including cost of meeting space, room setup charges, and penalties for not filling all rooms contracted. In addition, chapters benefit by staying in a designated NLC conference hotel through networking opportunities and negotiated services (e.g., discounted or complimentary Internet, discounted parking, discounted meals, etc.).

Hotel and Room Rates

	Single/Double*	Triple/Quad*
PBL Hotel		
Hyatt Regency Chicago	\$215.34	\$226.98
FBLA Hotels		
Chicago Marriott Downtown Magnificent Mile	\$215.34	\$226.98
Embassy Suites Chicago-Downtown	\$220.00	\$231.64
Embassy Suites Chicago Downtown/Lakefront	\$220.00	\$231.64
Hilton Chicago	\$215.34	\$226.98
Hyatt Regency Chicago	\$215.34	\$226.98
Hyatt Regency McCormick Place	\$215.34	\$226.98
InterContinental Chicago Magnificent Mile	\$215.34	\$226.98
Palmer House Hilton	\$215.34	\$226.98
Swissotel Chicago	\$220.00	\$231.64
	King*	Queen/Queen*
Renaissance Chicago Downtown Hotel	\$220.00	\$231.64

See above disclaimer regarding your hotel assignment. A portion of the room rates is being used to offset convention costs.

*Price listed includes sales and occupancy tax. The current sales and occupancy tax is 16.4% (subject to change).

Hotel and Tax Exemption Information

Sales and occupancy tax exemption for hotel occupancy is not available in Illinois. The current sales/occupancy tax is 16.4%. Purchase orders will be accepted for deposit. The final payment is due when you check in. If a chapter is using a purchase order for final payment, it will need to apply for credit with the hotel in advance.

Hotels

Chicago Marriott Downtown Magnificent Mile
540 North Michigan Avenue
Chicago, IL 60611
P 312.836.0100
*F 312.836.6139

Embassy Suites Chicago-Downtown
600 North State Street
Chicago, IL 60654
P 312.943.3800
*F 312.943.7629

Embassy Suites Chicago-Downtown/Lakefront
511 North Columbus Drive
Chicago, IL 60611
P 312.836.5900
*F 312.423.6300

Hilton Chicago
720 South Michigan Avenue
Chicago, IL 60605
P 312.922.4400
*F 312.294.6891

Hyatt Regency Chicago
151 East Wacker Drive
Chicago, IL 60601
P 312.565.1234
*F 312.239.4414

Hyatt Regency McCormick Place
2233 South Dr. Martin Luther King Jr. Drive
Chicago, IL 60616
P 312.567.1234
*F 312.528.4000

Palmer House Hilton
17 East Monroe Street
Chicago, IL 60603
P 312.726.7500
*F 312.917.1707

InterContinental Chicago Magnificent Mile
505 North Michigan Avenue
Chicago, IL 60611
P 312.944.4100
**F 312.944.3050

Renaissance Chicago Downtown Hotel
1 West Wacker Drive
Chicago, IL 60601
P 312.372.7200
*F 312.372.0093

Swissotel Chicago
323 East Wacker Drive
Chicago, IL 60601
P 312.565.0565
*F 312.268.8252

*F = Guest Fax **F = Guest & Reservations Fax

PBL events will be at the Hyatt Regency Chicago. FBLA events will be at the Hyatt Regency Chicago and Swissotel. FBLA opening and closing sessions will be at McCormick Place. Transportation will be provided between conference hotels and the Hyatt, and to McCormick Place.



REGISTRATION INFORMATION

NLC and IFL Online Registration

Online registration is quick and easy! Member and adviser information is in our database, so we've made it simple for you. Just visit fbla-pbl.org/2015NLC and have your chapter number and password available.

Deadline

Preregistration and payments must be received **no later than June 12**. NLC registration questions can be directed to 800.325.2946. Make sure your school's accounting department is aware of the registration and payment deadline.

Registration Rates

Register by May 22 to take advantage of early bird rates. Regular rates apply from May 23–June 12. Preregistration closes at midnight (Eastern) on June 12. On-site rates are applicable starting June 13. Register by June 12 so all your conference materials are available when you arrive.

NLC Fees		Early Bird	Regular	On-site
		On or before May 22	May 23–June 12	June 13–on-site
FBLA		\$105	\$115	\$125
PBL		\$105	\$115	\$125
Guest		\$45	\$55	\$65
IFL Fees		Early Bird	Regular	On-site
		On or before May 22	May 23–June 12	June 13–on-site
Student		\$115	\$125	\$135
Adviser		\$50	\$60	\$70
Candidates		\$90	\$100	\$110

Payment

Acceptable forms of payment are American Express, Discover, MasterCard, Visa, school check, or school purchase order. Make checks payable to FBLA-PBL. Purchase orders must be received 30 days prior to conference, numbered and signed, and a check must be received prior to or at the conference. **A purchase order is not considered a payment.**

If your school is not paid in full, students will be ineligible to compete in competitions, including open events. **On-site registrations must be paid in full on-site.**

Conference registrations and housing reservations must all be paid separately and mailed to their respective addresses. Do not combine any of these payments. Send NLC and IFL registration payments to:

NATIONAL CONFERENCE REGISTRATION
FUTURE BUSINESS LEADERS OF AMERICA
PHI BETA LAMBDA, INC.
P.O. BOX 79130
BALTIMORE, MD 21279-0130

Lost Badges

Lost badges can be replaced at the registration desk for \$5 each. An adviser or chapter chaperone must accompany the member to the registration desk when a replacement registration badge is needed. We will need your chapter number and name, an adviser/chaperone signature, and a \$5 on-site payment. This fee applies to all attendees.

Adviser/Chaperone Registration

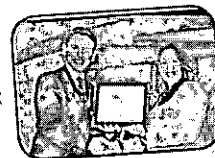
If you have assigned a chaperone to assist or act in place of your attendance, he/she must be registered as the adviser/chaperone to have access to all portions of the conference and must pay full conference registration.

Guest Registration

Guests are nonmembers of FBLA-PBL, including spouses, children, and parents. Advisers and members do not qualify for guest registration. The NLC guest registration includes a name badge, conference program, and admission **only** to the opening and closing sessions.

Tickets for Awards of Excellence Program

Guests not registered for the NLC (just coming to see the Awards of Excellence Program) may purchase tickets for \$25 each at the Hyatt Regency Chicago's Grand Registration Desk the day before (PBL: June 26 and FBLA: July 1) the Awards of Excellence Program.



Registration Changes/Cancellations

Guest fees and insurance are nonrefundable, regardless of cancellation date. Registration refund requests must be made in writing before May 22. Requests received by May 22 will receive an 80% refund. No refunds will be given after May 22. Allow four weeks for processing following the NLC. The deadline for name changes is June 12. All requests for name changes or cancellations must be submitted online. The registration change/cancellation forms are available at fbla-pbl.org/2015NLC.

Registration Hours and Location

Pick up your chapter's packet at the Hyatt Regency Chicago's Grand Registration Desk, during the hours listed on the conference schedule. One FBLA adviser must pick up the entire chapter's packet. Partial packets will not be distributed. PBL registrations may be picked up by each registrant.

Accident Insurance

Accident insurance is available for purchase from Federal Insurance Company. Those who purchase this insurance will be covered while in attendance at the NLC, including travel directly to and from the conference. Coverage begins at the actual start of the trip to the NLC and continues on a 24-hour basis during the trip. It ends when attendees return to their permanent residences. Benefits include up to \$25,000 for accidental death or dismemberment and up to \$2,500 for accidental excess medical expenses. The maximum limit of insurance is \$500,000 per accident. Coverage is subject to the full terms and conditions in the master policy. To enroll, select the insurance option and include the \$2 fee per person with your conference registration payment. Insurance is not available for on-site registrants and there are no refunds.

Please note: This is accident insurance; it does not cover illnesses not related to an accident. Sunburn is not classified as an accident. For a claim against this policy, notify the FBLA-PBL National Center in writing for verification of coverage and claim information.

Americans with Disabilities Act (ADA)

If a participant has a disability that meets the criteria specified in the ADA, complete and submit the special needs form at fbla-pbl.org/2015NLC.

FBLA National Competition Travel Itinerary June/July 2015

Travelers

Name	Grade	Age	Relation to Club	Cell Phone Number
Michelle Cote		25	Advisor	860-462-1348
Ashley Anglisano	10	15	Member	
Madeline Bockus	10	15	Member	
Anne Congleton	10	16	Member	
Joshua Carter	12	17	Member	
Amy Marvin	10	16	Member	
Mariah Powell	10	16	Member	
Mairead Scanlon	12	17	Member	
Maria Squatrito	10	16	Member	
Winona Keeney	10	16	Member	

Travel Itinerary (*These times are in CST time - Chicago, IL is one hour behind CT)

Date	Departure Time	Departure Train Station	Arrival Time	Arrival Airport
Amtrak 6/28	11:28 am	Hartford	12:05 pm	Springfield
Amtrak 6/29	3:23 pm	Springfield	9:45 am*	Chicago
Amtrak 7/3	6:40 pm*	Chicago	1:05 pm	Washington, DC
Amtrak 7/4	4:25 pm	Washington, DC	10:42 pm	Hartford

Hotel Itinerary

Date	Hotel	Hotel Rooms	Hotel location	Hotel Phone Number
Check In - 6/29	Hyatt Regency Chicago	Room 1 - Advisor - Michelle Cote	151 East Wacker Drive, Chicago, IL 60601	1-312-565-1234
		Room 2 - Girls - Anne, Winona, Maria, Mairead		
		Room 3 - Ashley, Madeline, Amy, Mariah		
Check Out - 7/3		Room 5 - Joshua		

C & I Committee Meeting Notes
May 26, 2015

In attendance: Deborah Hagenow, Mary-Jane Pazda, Jason Scappaticci, Carl Stafford, and Dr. Amy Radikas

Also present: Mr. Matthew Geary, Diane Sheehan-Burns, Dr. Santosha Oliver, Jill Kreiger, Keith Berry, Jena Biondin, Baileys Irizarry, Isabelle Jayawickrema, Dave Maloney, and Jacob Skrzypiec

Meeting began at 5:25 p.m.

New Social Studies Courses 2015-2016

Overview of the new Social Studies graduation requirement for 11th and 12th grade called Living and Working in a Global Society. Course created to provide students with a study of our global society through a lens of human rights. Will explore challenges and successes in the field. Course piloted to Juniors and Seniors in the Spring of 2016. Course will be expanded to accommodate the Class of 2019 as they reach the 11th grade. Students will have the option to earn UConn credit through the ECE program."

World Language - International Trip

Teachers of world languages shared their desire to provide students taking Spanish and French an opportunity to travel abroad in April 2017. The trip will last 8 days and 7 nights. Students would visit Spain and France. Particulars of the trip will be shared with families soon and fund raising efforts would follow in an effort to offset some of the costs. Traveling abroad plans will be reviewed every year with the attempt to run trips every other year.

Scheduling Grades 6 - 8

Grade 6 - Increased Music, Art, PE time as well as an added Tech Ed elective (currently in design) as a result of the schedule change at grade 6.

Grade 7 – Schedule remains the same as previous years - Students get 2X as much PE and Music compared to Art, Tech, and Culinary. At this point, don't have time to fully examine grade 7 so district will wait for the following year and, given the consternation this has caused, the district will begin discussions earlier.

Grade 8 – Central Office has asked the administration at Illing to survey students to determine the impact on the ensembles, if any, if students were given an opportunity to select their electives with input from their parents and teachers. Music teachers were asked to consider what other music electives could be offered. Guitar noted as one option - Mary Walsh from Illing has signed up for some Advanced Guitar course work, which the district will fund. This may create a situation where a small number of students in grade 8 do not take music - but that is not clear yet. Numbers will be monitored throughout 2015-2016.

Accelerated Summer Academic Program (ASAP)

Overview provided of summer offerings for Bennet and Illing. Full day sessions will consist of half day accelerated math and half day of digital game design for incoming 6th grade students and Contagion (an exploration of epidemic response) for incoming 7th and 8th grade students. - Potential for 100 students to participate.

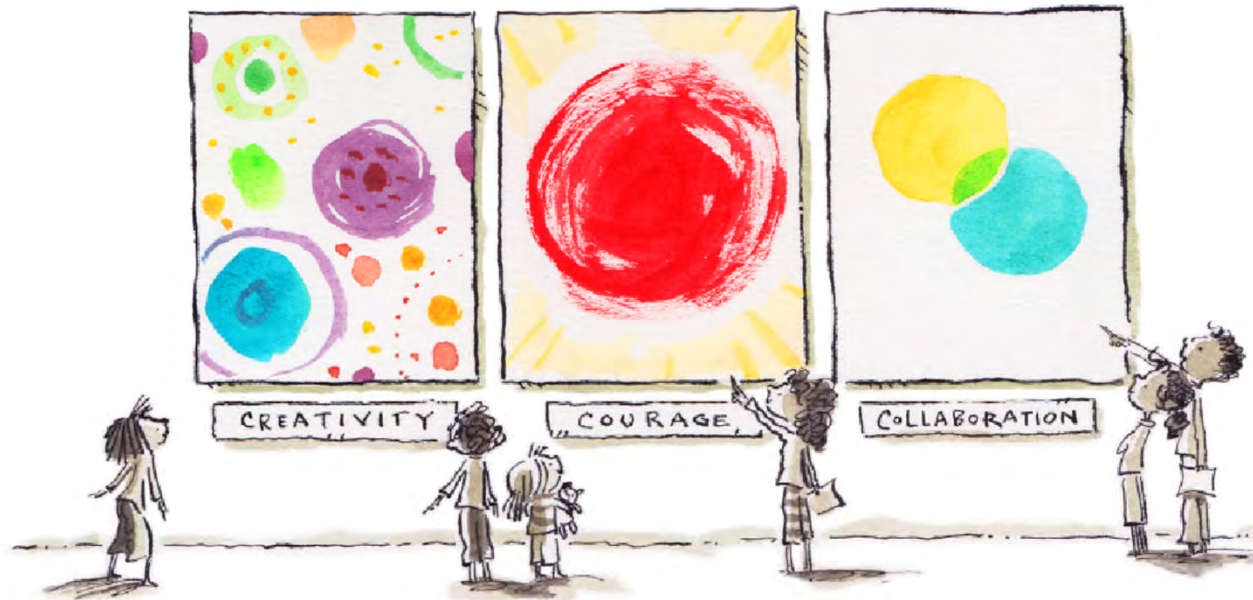
enVision 2.0

Overview of new K-6 program began. Program is computer-based and hard copy and will support CT. Core Standards and differentiation. Further exploration will be provided at next meeting.

Meeting adjourned at 6:35 p.m.

Respectfully submitted,
Amy F. Radikas

Next meeting: June 8, 2015, 5:30 p.m. at Washington School



Pete H. Reynolds

Creativity + **Courage** + **Collaboration** + **Excellence** =





WASHINGTON SCHOOL June 8, 2015

**“Every child
deserves
every
chance.”**

DISTRICT IMPROVEMENT PLAN





Academics

DIP Strategy highlighted:

Support and monitor the implementation of the curriculum with fidelity

Washington SIP Related Strategies:

- Develop and deliver targeted, engaging, personal instructional opportunities
- Utilize and implement curriculum with fidelity





- Carlee Warren 2nd grader and Mrs. English, 2nd grade teacher
- Kaiden and Foster Flynn, Heisman Book recipients
- [Exploring with Dash Video](#)

Talent Development

DIP Strategies highlighted:

- Calibrate understanding of strong instructional practices
- Provide professional learning experiences to every faculty member

Washington SIP Related Strategies:

- Provide ongoing professional development opportunities with a cycle of continual support
- Develop the tools for staff to have ownership of their own professional development
- Develop teachers as leaders





Jen Webster, Numeracy
Interventionist



Culture and Climate

DIP Strategies highlighted:

- Identify and implement a set of core practice to strength positive school climate
- Develop trust and collaboration among all stakeholders
- Capitalize on the strengths and assets of families and community members

Washington SIP Related Strategies:

- Implement practices to ensure a positive school climate among all stakeholders
- Provide opportunities for families to be a partner in educating the whole child





- Betsy Heil, Social Worker
- Positive Postcards
- Jen Webster, Member of Climate Committee



Systems and Operations

DIP Goal highlighted:

- Bring the work of the PLCs to an exemplary level, with an emphasis on translating the work of the PLCs into high leverage, research based practices

Washington SIP Related Strategies:

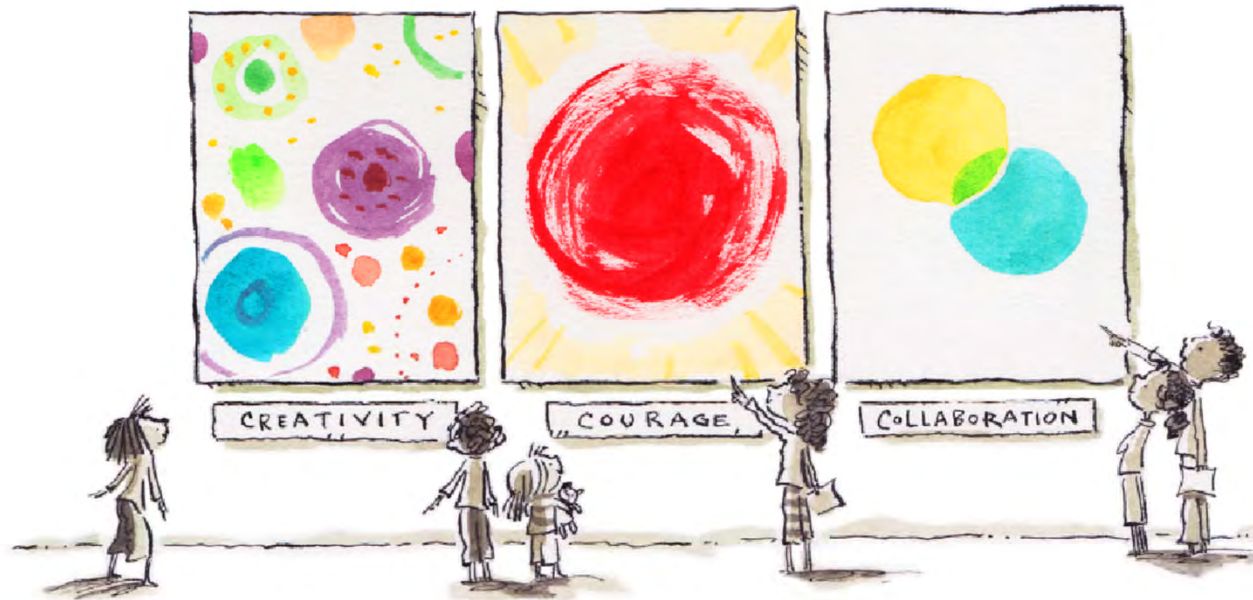
- Continue PLCs within and across grade levels to promote professional conversations on implementation of best instructional practices



Washington School's Awards for Creativity



**“Every child deserves
every chance.”**



Pete H. Reynolds

Creativity + **Courage** + **Collaboration** + **Excellence** =

5120

Promotion/Retention/Acceleration

The Manchester Public Schools are dedicated to the total and continuous development of each student enrolled. The professional staff is expected to place students at the grade level best suited to their academic, social, and emotional level.

The Manchester Public Schools establish and review performance standards that clearly communicate to parents, students, and teachers the district's high expectations for learning. The standards are measured continuously with high quality curriculum-based assessments that accurately measure student progress and growth over time, leading toward mastery of the concepts, skills, and content that are identified for key grade levels.

Performance measurements provide information for specific instructional assistance and adjustment for identified students, that:

- Emphasize early mastery of literacy and numeracy;
- Provide for extended learning time for students who do not meet standards during the regular school year/programs;
- Focus support during key grade level transitional experiences and for students whose schooling experience has been effected by high mobility;
- Clearly inform parents and offer training and outreach so that parents can support literacy and learning within the home;
- Are supported by continuous teacher professional development in current research-based instructional practices.

~~The Manchester Public Schools also establish and periodically review performance standards required for high school graduation. A student's achievement of the standards will be measured through the Connecticut Academic Performance Test, administered during grade 10, and through other assessments, as articulated in the Administrative Guidelines of this policy. Beginning with the Class of 2005, all students MUST take the CAPT in grade 10. Beginning with the Class of 2006, any student who does not demonstrate achievement of the required performance standard will have additional assessment opportunities to reach a satisfactory level of competency prior to high school graduation.~~

Adopted: June 24, 1985

Revised: January 24, 1994

Revised: September 28, 1998

Revised: June 26, 2000

Revised: March 11, 2002

Revised: July 7, 2003

Revised: December 13, 2004 (Guidelines only)

References:

Connecticut General Statutes 10-221h (Early Reading Success)

Connecticut General Statutes 10-221a and 10-223

State of Connecticut Common Core of Learning

State of Connecticut K-12 Curriculum Frameworks

State of Connecticut Testing Program
Manchester Board of Education Strategic Plan (Accountability for Success)

**5120
STUDENTS**

**Promotion/Retention/Acceleration
Administrative Guidelines**

Kindergarten through Entering Grade 9:

Teachers and administrators determine student placement in grade and in specific instructional assistance programs through comprehensive review of the student's performance data. The guiding criteria in all decisions are the student's adjustment and the student's optimum progress toward proficiency demonstrated on performance measurements of district standards.

Local and national longitudinal data show that students, promoted without regard to achievement, tend to fall even farther behind their classmates as they move through school. Conversely, retention in grade greatly increases the likelihood that a student will drop out of school. Therefore, retention in grade, if it is necessary, is more appropriate in primary grades rather than in later grades.

The decision as to pupil placement shall be made by the school principal in accordance with the procedures outlined below. The decision will be made after careful analysis of student performance data:

- Ongoing teacher observation;
- Standards-based performance assessments and integrated benchmarked book performance, used to establish a student's proficiency in decoding and comprehension;
- Ongoing timed math facts proficiency tests and district-wide curriculum-based mathematics tests, used to establish a student's proficiency in numeracy;
- Connecticut State Testing Program data;
- Student attendance;
- Social adjustment.

Students who do not meet proficiency on district performance assessments are expected to participate in specific instructional assistance programs.

Any teacher who feels that a child should be considered for non-promotion or acceleration should, after consulting with the principal, confer with the parent(s)/guardians(s). These consultations should take place between December and April or earlier if a student demonstrates difficulty with learning prior to that time period.

If non-promotion or acceleration seems to be in the best interest of the child, the parents/guardians must be asked to attend a special conference to discuss the school's recommendation.

After the parents have been apprised of the school's recommendations, they are requested to sign a form indicating their agreement or disagreement with the decision. In most cases, a decision on non-promotion or acceleration should be made prior to the end of the school year. However, if the student completes a summer school program, the principal and parents may discuss the student placement decision again at the beginning of the next school year.

The appeal of a decision may be carried to the Superintendent.

Middle School Grades and Requirements for Entrance to Grade 8 or 9:

It is the philosophy of Manchester Middle Schools that we must provide academic support structures to extend learning opportunities for students who do not meet the standards and academic responsibilities during the regular school year or school hours. The Manchester Board of Education is deeply committed to providing a variety of interventions both during and after school, to support students who may be struggling. The Manchester Board of Education employs various staff members, including but not limited to specialists, consultants, and tutors, to assist students who are not achieving success in the regular classroom setting. It is the belief of the Board that students should have consistent support as well as multiple opportunities to demonstrate mastery and that summer school and / or non-promotion would become options only after various interventions have occurred.

Further, it is expected that any Grade 7 or 8 student who has not successfully completed an academic course during the regular school year, will attend summer school. To enroll in grade 7, 8 or 9, a student must have a passing end-of-year grade in all four full year academic courses (Reading/Language Arts, Mathematics, Science, and Social Studies). Middle school students who fail an accelerated math class (Algebra 1 or Geometry) will not be required to attend summer school or be retained if that is the only academic course they fail, but will rather repeat the math class during the following school year. A student who may be retained will be evaluated by teachers, administrators, and guidance personnel at the middle and high schools based on the criteria outlined below. A student who has maintained a passing final grade (an average of all four quarters) will be considered as earning a passing end-of-year grade. Therefore, during the summer after the grade 7 or 8 regular program, any student who does not fulfill the above-stated criteria must attend a summer school program in the failed academic course(s). This program is organized to foster skills for success in high school and beyond. A student must receive passing grades in the summer school courses and must adhere to all summer school regulations in order to complete the summer school program. After successfully completing this intensive academic preparatory program, the student will be enrolled in grade eight or nine.

If non-promotion or acceleration seems to be in the best interest of the student, the parents/guardians must be asked to attend a special conference to discuss the school's recommendation. These consultations should take place between December and May or earlier if a student demonstrates difficulty with learning prior to that time period. In most cases, a decision non-promotion or acceleration should be made prior to the end of the school year. However, if the student successfully completes a summer program, the principal, guidance counselor, and parents may discuss the student placement decision again at the beginning of the next school year.

Requirements for Graduation from Manchester High Schools:

The requirements for graduation from Manchester High School are outlined in Board of Education Policy 5127.1 -Requirements for Graduation from Manchester High School

Reference:

5127.1 Specific Unit Requirements for Graduation from Manchester High School
5127.11 External Credit Options Meeting Manchester High School Graduation Requirements
Connecticut General Statutes 10-221h (Early Reading Success)
Connecticut General Statutes 10-221a, 10-223
Connecticut General Statutes 10-19 (Teaching about Substance Abuse)
State of Connecticut Common Core of Learning
State of Connecticut K-12 Curriculum Frameworks
State of Connecticut Testing Program
Manchester Board of Education Strategic Plan (Accountability for Success)

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