

SMARTBUS COOPERATIVE AGREEMENT

THIS SMARTBUS COOPERATIVE AGREEMENT (this "Agreement") is made and entered into this day of December, 2011 (the "Effective Date") by and among SBL Investments LLC, d/b/a SmartBus Live, a Rhode Island limited liability company having an address at 265 Fern Street, Fairfield, Connecticut 06824 ("SBL"); Town of Hamden, Connecticut, having its principal administrative offices at Hamden Government Center, 2750 Dixwell Avenue, Hamden, Connecticut 06518 ("Municipality") and the Hamden Board of Education, having its principal administrative offices at 60 Putnam Avenue, Hamden Connecticut 06517 ("BOE").

RECITALS:

WHEREAS, in accordance with Public Act No. 11-255 *AN ACT CONCERNING THE SAFETY OF PERSONS ENTERING OR EXITING A SCHOOL BUS* (as amended and in effect from time to time, the "Act"), Connecticut municipalities and local or regional boards of education are expressly authorized: (i) to install and to operate live digital video school bus violation detection monitoring systems; or (ii) to enter into agreements with private vendors to provide for the installation, operation and maintenance of live digital video school bus violation detection monitoring systems and to maintain and operate such systems for the benefit of the school;

WHEREAS, SBL licenses proprietary live digital video school bus violation detection monitoring technology ("DMT") and provides related evidence processing and ticket issuance services (the "Services");

WHEREAS, SBL is engaged in the business of installing, operating and maintaining DMT on school buses operated by school departments, boards of education, cities, and towns to supplement, not replace, existing school transportation safety programs, such as the use of school monitors, existing camera technology that may be in use and crossing guards;

WHEREAS, BOE contracts with a third-party bus management company (such company, "Bus Company") to provide buses for its students' transportation;

WHEREAS, SBL, Municipality and BOE desire to enter into an agreement whereby SBL will provide Municipality and BOE with live digital video school bus violation detection monitoring systems in certain buses operated by Bus Company; and

WHEREAS, the parties desire to set forth the terms and conditions of their business arrangement, including all financial terms and responsibilities in detail herein;

NOW, THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SBL, Municipality and BOE do hereby agree as follows:

1. Installation of DMT Equipment

A. BOE shall make available to SBL, and shall provide SBL with full access to, the school bus fleet used by BOE ("Fleet") for evaluation of routes and installation of DMT, including installation of the warning signage as required by Public Act No. 11-255 *AN ACT CONCERNING THE SAFETY OF PERSONS ENTERING OR EXITING A SCHOOL BUS*. BOE will obtain all Fleet owner/operator approvals, if any, that may be required (by law, contract or otherwise) prior to DMT installation, to allow effective and fully approved operation of the DMT program, whether the Fleet is owned or outsourced to Bus Company. SBL will take responsibility for coordination with Bus Company for installation of DMT equipment.

B. The DMT equipment installed in each bus (a "Smart Bus") shall include an outside or external housing unit containing one or more cameras designed to record and monitor traffic for live monitoring of school bus stop arm violations, signage as required under the Act. Under no circumstances shall SBL be liable to Municipality, BOE, Police Department or to any third party for failure to report or record an incident involving illegal activity on or about a Smart Bus.

2. DMT Equipment

Ownership of all DMT equipment provided to Municipality and/or BOE at all times shall be vested exclusively in SBL. Neither Municipality, BOE, Bus Company nor the Fleet owner/operator shall have any ownership rights in DMT equipment or in any intellectual rights or intellectual property underlying the DMT system. SBL reserves the right to inspect, maintain, repair, replace, upgrade and remove its equipment at such time as consented to by SBL and BOE, and/or Bus Company, which consent shall not be unreasonably withheld or delayed. Upon expiration or sooner termination of this Agreement, SBL will remove its equipment within a reasonable period of time, and SBL shall cause all Smart Buses to be restored to substantially the same condition they were in prior to the installation of the DMT Equipment, normal wear and tear excepted. BOE shall cause its or cause to be made all Smart Buses available to SBL for installation, repairs or maintenance within a reasonable period of time after a request therefor by SBL. Upon the expiration or sooner termination of this Agreement, BOE shall cause its Bus Company to grant SBL full access to the Fleet for the purpose of removing all DMT equipment. Prior to the expiration or sooner termination of this Agreement, BOE shall be responsible for the reasonable cost to repair and/or replace any installed DMT equipment that has been damaged or destroyed by intentional or grossly negligent acts of Municipality, BOE, or any of their respective agents or representatives (but specifically not including any student).

3. Route Selection

Bus routes for Smart Buses to be loaded with DMT equipment shall be determined by SBL. SBL will require certain information from the BOE regarding bus routes, stop counts, bus driver surveys and other information as reasonably determined by SBL. SBL will seek approval of routes to be installed from BOE. SBL may request that BOE reassign any Smart Bus to another higher risk route or routes if such Smart Bus is not capturing an average of at least one violation per bus per school day. Such routes do not present a high safety risk and DMT shall be deployed on other more risky routes. Each reassignment shall be made upon the consent of BOE and/or Bus

Company. In the event that a Smart Bus deployed by the Bus Company for BOE crosses outside of the boundaries of Municipality, Municipality will have no responsibility for issuing tickets generated outside such boundary, and SBL agrees to work with the city or town in which such ticket was generated in order to get a ticket issued.

4. Training, Maintenance and Operation

SBL shall provide initial training to Municipality, BOE, and/or Bus Company on the use, maintenance and operation of the DMT system for their own benefit and knowledge. BOE and/or Bus Company shall be responsible for training its drivers on such use, maintenance and operation of the DMT system to ensure maximum operational efficiency. In this regard, SBL shall instruct BOE and/or Bus Company, and BOE and/or Bus Company shall instruct all bus operators (i) on operation of the DMT in their vehicles, for their own knowledge and benefit as well as to inform SBL representatives of identifiable issues or damage to the DMT equipment. SBL acknowledges that Municipality, BOE, the Bus Company and the bus operators are not responsible for maintaining or operating any DMT equipment. SBL further acknowledges that Municipality, BOE, the Bus Company and the bus operators are not responsible for the costs and expenses necessary to maintain or repair any DMT equipment.

5. Insurance; Indemnification; Hold Harmless

SBL shall maintain property insurance in normal and customary amounts required by the Town of Hamden's Risk Manager and as agreed to by the parties on the DMT for theft, vandalism, damage from accidents and other loss and all other insurances required in normal and customary amounts as determined by the Town of Hamden's Risk Manager and as agreed to by the parties. SBL shall provide a certificate of insured naming the Municipality, BOE and Hamden Public Schools as additional insured.

SBL shall at all times indemnify and hold harmless the Town of Hamden, the Hamden Board of Education, Hamden Public Schools and their officials, officers, agents and employees on account of and from any and all liabilities, claims, damages, suits settlements, proceedings, assessments, demands, costs, expenses, actions, obligations, causes of actions, losses, judgments, workers' compensation payments, litigation expenses, including, without limitation reasonable attorney's fees and liabilities of every kind and character resulting from claims, suits, or accusations of wrong doing or actions brought or asserted by any person based upon any alleged injury or death or damage property (or allegations of that may occur or may be alleged to have been caused by or resulting from or arising out of SBL's duties, obligations or activities under this Agreement or SBL's servants and agencies acting for SBL. The existence of insurance shall in no way limit the scope of this indemnification.

6. Contact People

Each party hereto shall designate and provide the others with the name and contact information for a responsible contact person engaged by such party to work directly with the others in planning, installation, operation and reporting with regard to the DMT system. Such information may be changed by any party at any time upon a writing delivered to the other in accordance with Section .

The initial Municipality contact person is:

Name: Scott D. Jackson, Mayor
Email Address: sjackson@hamden.com
Telephone: 203-287-7100

The initial Board of Education contact person is:

Name: Michael Belden, Finance Director
Email Address: mbelden@hamden.org
Telephone: 203-407-2093

The initial SBL (Account Manager) contact person is:

Name: _____
Email Address: _____
Telephone: _____

The initial Police Department contact person is:

Name: Thomas J. Wydra, Chief of Police
Email Address: thwydra@hamden.com
Telephone: 203-230-4015

7. Unanticipated Repairs

BOE agrees to use commercially reasonable efforts to cause Bus Company to mechanically repair and maintain the Smart Buses in accordance with Bus Company's standard repair and maintenance schedule. In the event that BOE becomes aware that a Smart Bus is or will be out of service for 15 or more school days, BOE and SBL will work together to move the DMT equipment to the replacement bus. The cost of removing and reinstalling such DMT equipment will be borne by SBL. BOE shall notify SBL within a reasonable period of time after it has knowledge that any Smart Bus has been reassigned to another route, removed from operation, or swapped, changed, altered or otherwise ceased to operate.

8. Compensation; Payments

A. For purposes of this Agreement, the term "Net Revenue" shall mean all fines collected by the State of Connecticut for violation of the Act, exclusive of court costs.

B. As the sole compensation under this Agreement, SBL, the State of Connecticut and Municipality shall be compensated for program expenses in accordance with Public Act 11-255, as may be amended from time to time, which, as of the Effective Date, provides the following: The State shall remit to the Municipality in which the violation occurred all fine amounts received in respect to the violation of section 14-279, as amended by this act, after crediting twelve percent (12%) of such fine amounts to the Special Transportation Fund established by section 13b-

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68 of the general statutes, and crediting eight percent (8%) of such fines to the General Fund. SBL shall be paid by Municipality from funds paid to Municipality by the State for the fines collected pursuant to the Act in the amounts set forth in Section 8.E below. SBL shall submit an invoice to Municipality for the preceding month on the 1st of each month for the Services rendered and DMT equipment in operation. It is acknowledged by the parties that SBL's share of amounts paid to Municipality compensates SBL for the expense of the purchase and installation of DMT equipment as well as ongoing monitoring services, and evidence preparation for Municipality and Police Department being provided by SBL.

C. It is intended by the Act that the State of Connecticut collect and maintain Net Revenue, and distribute collections to the State General Fund, the Special Transportation Fund and Municipality in accordance with the percentages set forth above.

D. It is intended that within 21 days of receipt of funds by Municipality from the State, the amount owed to SBL for the preceding month(s) shall be distributed via check in accordance with the percentages set forth in this agreement.

E. SBL program cost to Municipality for DMT equipment, ongoing monitoring services, evidence preparation and repairs and maintenance of DMT equipment shall be 65% of total amount received by the Municipality from the State. For example, if the amount of the fine is \$450.00, the State would retain 20%, or \$90.00, with the remaining \$360.00 being paid to Municipality. Municipality would pay 65% of this amount, or \$234.00, to SBL, and would retain the remaining \$126.00.

9. Reporting; Business Reviews

Within 15 days following the end of each month during the term hereof, SBL shall provide Municipality with monthly reports, including without limitation, a Statement of Violations Issued, a Statement of Collections and Distributions To Be Made for such month prepared by SBL, which monthly reports shall contain all information required to be reported by Municipality pursuant to the Act. SBL will also provide to Municipality such other reports and information as Municipality and SBL agree upon from time to time. In addition, SBL and Municipality agree to conduct regular business reviews to assess the DMT program and to consider opportunities for future improvement and revenue enhancement. Business reviews may be held in person or by means of a telephone or internet conference.

10. Term; Renewal; Early Termination

This Agreement shall commence on the Effective Date. Unless sooner terminated by SBL or Municipality as hereinafter provided, this Agreement shall expire upon the earlier to occur of (i) 48 months following the Effective Date or (ii) the expiration of the useful life of the DMT equipment, as determined by SBL (such period to be referred to as the "Initial Term"); *provided, however,* that if neither Municipality nor SBL provides the other with written notice of its intent not to renew this Agreement not less than 90 days prior to the end of the Initial Term or any subsequent term hereof, then this Agreement shall automatically renew for additional one-year terms. The foregoing notwithstanding, SBL may terminate this Agreement prior to the expiration date in the event: (i) Municipality or BOE breaches any provision of this Agreement and such breach continues for a period of 20 business days after written notice from SBL; (ii) there exists recurring or excessive damage to, or recurring or excessive loss of, DMT equipment within Municipality, as determined by SBL in its sole discretion; (iii) at any time upon 30 days prior written notice after the 12th month following the Effective Date if either (a) the Net Revenue is less than \$450.00 per Smart Bus per school day, or (b) the Smart Buses in the Fleet average less than one ticket per bus each day. Municipality and BOE may terminate this Agreement prior to the expiration date in the event (i) SBL breaches any provision of this Agreement and such breach continues for a period of 20 business days after written notice from Municipality and BOE; (ii) at any time if any provision of Pubic Act 11-255 is amended or repealed and the parties are unable to negotiate changes acceptable to the Municipality and the BOE; (iii) BOE is unable to provide full access to its current or any future school bus fleet(s); (iv) at any time upon 30 days prior written notice after the 12th month following the Effective Date .

11. Confidentiality

To the extent permitted by law, each party hereto shall maintain in confidence all information and know-how either designated in writing as proprietary and/or confidential by another party, including, without limitation, any and all proprietary information relating to the DMT equipment and any and all information relating to school bus routes and the names and addresses of the children riding the Smart Buses, and any biographical data of or other data relating to possible violators ("Confidential Information"), and will make no use of Confidential Information except under the terms and during the existence of this Agreement and as may be required by law. At all times during and after the expiration or sooner termination of this Agreement, each party hereto agrees that it shall not use Confidential Information of any other party. Confidential Information shall not include information that: (i) is already known to the receiving party; (ii) becomes publicly known through no wrongful act of the receiving party; (iii) is received from a third party without similar restriction and without breach of this Agreement; or (iv) is required to be disclosed by law, governmental regulation or court order, as long as such party provides the others with timely notice of such requirement so that the others may obtain a protective order or similar court protection. The obligations under this Section shall survive expiration or sooner termination of this Agreement.

12. No Warranties; Limitation of Liability

SBL shall be liable to Municipality and BOE for (a) damages resulting from a material breach by SBL of this Agreement that causes this Agreement to be terminated pursuant to Section ,

(b) any damage under the installation, use, repair, maintenance, or removal of any SBL equipment by SBL or any of its agents or representatives, or by any intentional, malicious, or grossly negligent act of SBL or any of its agents or representatives, and (c) any and all claims by any third party with respect to any SBL equipment or its use thereof by SBL or its employees or agents, including without limitation any intellectual property claim (but only to the extent that such SBL equipment, including all hardware and software components thereof, have not been altered, modified or otherwise changed by anyone other than SBL or any of its agents or representatives. SBL does hereby expressly disclaim all warranties with regard to the DMT system itself, express or implied, including (as is also noted in Section B), that under no circumstances shall SBL be liable to Municipality or BOE or to any third party for failure to report or record an incident involving illegal activity about a Smart Bus, provided such failure is not willful or intentional.

Municipality and BOE shall be liable to SBL for (a) damages resulting from any material breach of this Agreement by Municipality or BOE that causes this Agreement to be terminated pursuant to Section , and (b) the actual cost to repair and/or replace any installed DMT equipment that has been damaged or destroyed by the willful or intentional acts of Municipality, BOE or any of their respective agents or employees (but specifically not including any student) prior to the expiration or sooner termination of this Agreement. Municipality and BOE do hereby expressly disclaim all other representations and warranties, express or implied.

In no event will SBL, Municipality or BOE be liable for any loss of profits, loss of use, cost of cover or indirect, special, incidental or consequential damages of any kind to each other in connection with or arising out of its performance of this Agreement, regardless of whether a claim for such damages arises in contract or tort.

13. Compliance with the Act

Each party hereby agrees that it will comply in all respects with the Act.

14. Obligations of Police Department

Municipality on behalf of its Police Department hereby acknowledges and agrees that it will cause each evidence file submitted to it by SBL to be reviewed, approved or rejected, and, if appropriate, will issue the applicable citation in accordance with the Act. SBL will print (etickets) or compile (paper tickets) for mailing and promptly mail the same at the request of the Hamden Police Department. SBL will provide training to Hamden Police Department relating to the DMT review program. Municipality on behalf of its Police Department shall also provide SBL with all reasonable assistance needed by SBL to determine the biographical data of possible violators needed to complete the evidence file including the ticket to be issued from the NLETS system.

15. Force Majeure

None of Municipality, BOE or SBL will be liable for, or be considered to be in breach or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond their reasonable control (including, without limitation, fire, explosion, earthquake, storm, flood, wind, drought and act of God or the elements).

16. Notices

Any notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by prepaid messenger or overnight delivery service, postage prepaid certified mail (return receipt requested), or by confirmed facsimile to the address or facsimile number of the receiving party as set forth below (or to such other address or facsimile number as either party has specified to the other in writing in accordance with this Section). Notices delivered by messenger or overnight delivery service, personally or sent by facsimile shall be effective upon receipt of confirmation; notices sent by Private Courier (DHL, FedEx or UPS) shall be effective two days after mailing; and notices sent by certified mail shall be effective five days after mailing.

Notices to SBL:

SmartBus Live
265 Fern Street
Fairfield, Connecticut 06824
Attn: Thomas O'Connor, CEO
E-Mail: toconnor@smartbuslive.com

Notices to Municipality:

Town of Hamden, Connecticut
Hamden Government Center
2750 Dixwell Avenue
Hamden, Connecticut 06518
Attn: Scott D. Jackson, Mayor
E-Mail: sjackson@hamden.com

Notices to Police Department:

Town of Hamden Police Department
2900 Dixwell Avenue
Hamden Connecticut 06518
Attn: Thomas J. Wydra, Chief
E-Mail: thwydra@hamden.com

Notices to Board of Education:

Hamden Board of Education
60 Putnam Avenue
Hamden, Connecticut 06517
Attn: Michael Belden, Finance Director
E-Mail: mbelden@hamden.org

17. Miscellaneous

A. SBL acknowledges that it is an independent contractor. Nothing in this Agreement shall be construed as creating an employer/employee relationship or a joint venture between the parties.

B. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions hereof will be construed to reflect as nearly as possible the original intention of the parties, and remain in full force and effect.

C. No waiver of any provision of this Agreement will be effective unless in writing and signed by the waiving party, and no delay or failure in exercising or enforcing any right or remedy hereunder will constitute a waiver thereof. Express waiver of any right or remedy in a particular instance will not constitute a waiver thereof in any other instance, or a waiver of any other right or remedy.

D. This Agreement shall be binding upon and shall inure to the benefit of each of the parties, and their respective successors and assigns. This Agreement shall not inure to the benefit of, and may not be relied upon by, any third party claiming to be a third party beneficiary.

E. This Agreement shall be governed, construed and interpreted in accordance with the substantive law of the State of Connecticut without reference to that state's conflicts laws.

F. This Agreement shall not be binding upon Municipality or BOE unless and until it is approved as provided by applicable law.

Signatures appear on the following page

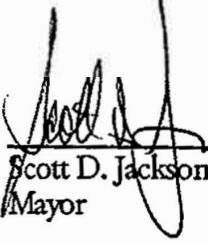
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their representative thereunto duly authorized all as of the date and year first above written.

MUNICIPALITY:

SBL:

TOWN OF HAMDEN, CONNECTICUT

SBL INVESTMENTS LLC, D/B/A
SMARTBUS LIVE

By: 
Name: Scott D. Jackson
Title: Mayor

By: _____
Name: Thomas M. O'Connor
Title: CEO

By: _____
Name: _____
Title: Transportation Official

FOR THE PURPOSES OF SECTIONS 1.B, 6, 8.B,
12, 13, 14, 15 16 AND 17 ONLY:

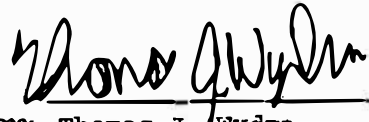
BOE:

POLICE DEPARTMENT:

TOWN OF HAMDEN, CONNECTICUT
BOARD OF EDUCATION

TOWN OF HAMDEN, CONNECTICUT
POLICE DEPARTMENT

By: _____
Name: Frances Rabinowitz
Title: Superintendent of Schools

By: 
Name: Thomas J. Wvdra
Title: Chief of Police



HAMDEN BOARD OF EDUCATION
MEETING
TUESDAY OCTOBER 11, 2011
MINUTES

Revised

Michael D'Agostino, Chairman of the Board, called the meeting to order at 7:02 P.M.

Board Members: Lesley DeNardis, Christopher Honnen, Myron Hul, and John Keegan

Student Representatives: Christopher Elder and Leah Kesselman

Staff: Fran Rabinowitz, Mark Albanese, Michael Belden, Marie Jordan-Whitney, Karen Kaplan

SUPERINTENDENT/BOARD RECOGNITION

There was no recognition this evening.

APPROVAL OF MINUTES

1. Move to approve the minutes from the July 19, 2011 and August 18, 2011 Special Board of Education meetings
Honnen
Seconded by: D'Agostino
Abstaining: Keegan

MOTION PASSES

ADDITIONS TO THE AGENDA

There were no additions to the agenda.

PUBLIC COMMENT ON ACTION ITEMS

The following people spoke during public comment on action items:
Bill Schule, President Hamden Regional Youth Basketball
John Leonardo, President of Hamden Fathers Boys Basketball
Richard Schultz Sr, President of Hamden Fathers Basketball
Kevin Fitzgerald, 27 W. Center Street, Southington
Reverend Burgess, 107 Concord Street, Hamden
Mimsie Colman, Director of Arts and Recreation
Meg Nowacki, 1134 Dunbar Hill Road, Hamden
Chris Donlin, 25 Hunting Ridge Road, Hamden

Robert Wingate, 1002 Winchester Avenue, Hamden
Reggie Mayo Jr., 27 Longmeadow Avenue, Hamden
Ed Schultz, 126 Mather Street, Hamden

CONSENT AGENDA

2. Move to accept the Consent Agenda with the exceptions of item 6a2 Approval of building usage request from Hamden Regional Youth Basketball League to use the gymnasiums at Hamden Middle, Bear Path, West Woods, Spring Glen, Shepherd Glen and Alice Peck Schools for basketball games and practices, item 6a4 Approval of building usage request from the Hamden Symphony Orchestra to use the auditorium at HMS on November 3 and 11, 2011 for a fall concert, and item 6a5 Approval for Hamden Public Schools to partner with the organization, Concepts for Adaptive Learning, in implementing the Technology Cascade and Training program in the Town of Hamden.

Keegan

Unanimous

- a) Approval to allow the Hamden High School Class of 1960 to install a granite marker block in the HHS courtyard (Operations Committee, October 4, 2011).
- b) Approval of a building usage request from the Cecchetti Ballet Theatre to use the auditorium, black box, C-107 and dressing rooms at HHS on December 8, 9, 10, 11, 2011 for a production of the Nutcracker(Operations Committee, October 4, 2011).

PENDING ACTIONS

3. Move to approve the implementation of the SmartBus safety program

DeNardis

Seconded by: Honnen

In Favor: D'Agostino, DeNardis, Honnen, and Keegan

Opposed: Hul

MOTION PASSES

4. Move to approve purchase orders over \$50,000

Keegan

Seconded by: D'Agostino

Unanimous

Meg Nowacki, 1134 Dunbar Hill Road, Hamden

INFORMATION ITEMS

The Superintendent wanted to let everyone know that Mayor Jackson will be having a Press Conference tomorrow, at Hamden Middle School at 2 PM to announce that Hamden has been named Top 100 Best Communities to live in for Young People by the America's Promise Alliance.

The Superintendent spoke of a few new unfunded mandates that will have to be implemented within this next year.

COMMITTEE REPORTS

Curriculum Committee – Committee Chair, Austin Cesare was not present to report.

ACES/CABE – CABE Committee Representative, Mike D'Agostino stated there was nothing to report at this time.

Operations Committee – Committee Chair, Adam Sendroff was not present to report.

Finance Committee – Committee Chair, John Keegan reported on the activities of the committee.

Personnel Committee – Committee Chair, Mike Dolan was not present to report.

Evaluation and Goals Committee – Committee Chair, Lesley DeNardis stated that a meeting has been scheduled for October 20, 2011.

Residency Committee – Committee Chair, Christopher Honnen reported on the activities of this committee.

EXECUTIVE SESSION

10. Move to Executive Session to discuss contract negotiations with AFSCME Local 431(Custodians/Maintenance) and to discuss the status of negotiations with HEA(Teachers) at 8:25 P.M.

Honnen

Seconded by: Keegan

Unanimous

11. Move to return from Executive Session at 8:53 P.M.

5. Move to approve budget transfers as present at the Finance Committee meeting.
Keegan
Seconded by: D'Agostino
Unanimous

6. Move to approve a \$300,000 budget reduction option.
D'Agostino
Seconded by: Keegan
Unanimous

7. Move to approve a building usage request from Hamden Regional Youth Basketball League to use the gymnasiums at Hamden Middle, Bear Path, West Woods, Spring Glen, Shepherd Glen and Alice Peck Schools for basketball games and practices (Operations Committee, October 4, 2011).
D'Agostino
Seconded by: DeNardis
Unanimous

8. Move to approve a building usage request from the Hamden Symphony Orchestra to use the auditorium at HMS on November 3 and 11, 2011 for a fall concert (Operations Committee, October 4, 2011).
D'Agostino
Seconded by: Honnen
Unanimous

9. Move to approve Hamden Public Schools to partner with the organization, Concepts for Adaptive Learning, in implementing the Technology Cascade and Training program in the Town of Hamden (Operations Committee, October 4, 2011).
D'Agostino
Seconded by: Hul
Unanimous

PUBLIC COMMENT ON INFORMATION ITEMS

The following person spoke during Public Comment on Information Items this evening:

**Keegan
Seconded by: Honnen
Unanimous**

COMMENTS FROM BOARD MEMBERS

The following Board members commented this evening: Lesley DeNardis, and Chris Honnen.

COMMENTS FROM PRESS AND PUBLIC

No comments from Press or Public this evening.

ADJOURNMENT

**12. Move to adjourn at 8:55 P.M.
DeNardis
Seconded by: Honnen
Unanimous**

Respectfully Submitted,

**John Keegan
Secretary to the Board**