TOLLAND BOARD OF EDUCATION
Hicks Municipal Center
Council Chambers
Tolland, CT 06084

REGULAR MEETING 7:30 – 10:00 P.M.

AGENDA
December 12, 2012

VISION STATEMENT

To represent education at its best, preparing each student for an ever-changing society, and becoming a full community of learning where excellence is achieved through each individual's success.

A. CALL TO ORDER, PLEDGE OF ALLEGIANCE

B. APPROVAL OF MINUTES

November 28, 2012 – Regular Meeting

C. PUBLIC PARTICIPATION (2 minute limit)
The members of the Tolland Board of Education welcome members of the public to share their thoughts and ideas at this time. When appropriate to do so, members of the Board and the administration may respond to comments during "Points of Information." However, in consideration of those in attendance and in an effort to proceed in a timely manner, follow-up discussion may need to take place outside of the meeting setting.

D. POINTS OF INFORMATION

E. STUDENT REPRESENTATIVE REPORT

F. SUPERINTENDENT'S REPORT
- F.1. Madrigal Singers
- F.2. Applied Behavior Analysis (ABA) Program
- F.3. Articulation Agreement with Manchester Community College
- F.4. Board Policy 6011 and Board Policy and Administration Regulation 6092
- F.5. District Electronic Surveillance Systems
- F.6. Request to Waive Bidding Process for the Purchase of District's Heating Oil
- F.7. Celtic Energy Proposed Agreement
- F.8. Status of the Budget – November 30, 2012

G. COMMITTEE & LIAISON REPORTS

H. CHAIRPERSON'S REPORT

I. BOARD ACTION
- I.1. Board Policy 6012 - Personal Technology
- I.2. Energy Services Company (ESCO) Honeywell Proposal

J. PUBLIC PARTICIPATION (2 minute limit)
Comments must be limited to items on this agenda.

K. POINTS OF INFORMATION

L. CORRESPONDENCE
- Town Council Meeting Minutes from November 27, 2012

M. FUTURE AGENDA ITEMS

N. ADJOURNMENT

TOLLAND BOARD OF EDUCATION
Hicks Municipal Center
Council Chambers
Tolland, CT 06084

REGULAR MEETING - November 28, 2012

Members Present: Mr. Andy Powell, Chair; Mr. Robert Pagoni, Vice Chair; Ms. Christine Vincent, Secretary; Mr. Thomas Frattaroli, Mr. Frank Tantillo, Mr. Steve Clark, Dr. Gayle Block, and Mrs. Karen Kramer

Administrators Present: Mr. William Guzman, Superintendent of Schools; Dr. Kathryn Eidson, Director of Curriculum and Instruction; Mrs. Jane Neel, Business Manager

A. CALL TO ORDER, PLEDGE OF ALLEGIANCE
The meeting was called to order at 7:30 P.M.

B. APPROVAL OF MINUTES
November 14, 2012 – Special Meeting
Ms. Vincent motioned to accept the minutes of the November 14, 2012 Special Meeting. Mr. Tantillo seconded the motion. A discussion took place and the following changes were made: under item d, first paragraph, second to the last sentence, Sargent Caron was "gravely" wounded; under item O, "Dr. Clark" should be "Mr. Clark". All were in favor. Mrs. Kramer abstained. None opposed. Motion carried.

C. PUBLIC PARTICIPATION (2 minute limit) - None

D. POINTS OF INFORMATION
Mr. Powell, as Chair, noted that the Board of Education has appointed Mr. Frattaroli as its representative to the Building Committee for the Tolland High School Artificial Turf and Lighting Projects.

E. STUDENT REPRESENTATIVE REPORT
Ms. Dave explained that the food drive is underway. Each classroom has a donation box with multiple canned goods for the food pantry. Additionally, the Student Council is planning to spend time with the Town's seniors to work on holiday crafts. Lastly, the Tolland Idol fundraising event is coming up. Mr. Frattaroli noted that in the food section of the Journal Inquirer, information about the Tolland Student Café was posted.

F. SUPERINTENDENT'S REPORT
F.1. Tolland Girls Cross Country Team
Mr. Guzman recognized the Tolland Girls Cross Country Team. Mr. Powell presented a proclamation to the team's coach, Ms. Lafontaine. The team's record was 13 wins and 1 loss in its regular season. The team was a co-champion in the Central Connecticut's Conference East, won the Class M State Championship for the second consecutive year, was a runner up in the Ocean State Invitational, and a runner up in the Windham Invitational. The following team members were named to the All-Conference Team: Courtney Akerley, Molly Kozlowski, Melissa Caron, Victoria Cronin and Shauna Maresh. Further, Courtney Akerley, Molly Kozlowski, and Melissa Caron were named to the All-

State Team. The Tolland Board of Education commended and congratulated the team for its success in the 2012 cross country season. Ms. Lafontaine commended the team on its dedication, expressed how proud she was of all of the team members, and introduced each of them to the Board.

F.2. Teacher/Administrator Evaluation Presentation

Mr. Guzman explained that this presentation is based on the System for Educator Evaluation and Development, herein knows as SEED, program that has been passed and mandated through Public Act 12-116. Ten districts were selected to pilot the program and the expectation is that the rest of the districts in the state will implement this program next year. The Neag School of Education at the University of Connecticut will provide analysis and feedback to the State Department of Education on SEED at a later date. Mr. Powell added that increased responsibility and additional workloads have been placed upon this district via this unfunded mandate.

Dr. Eidson reviewed the presentation (attachment F.2) and explained that this program is one of three massive undertakings in which the district is engaged. Those three programs include: SEED, the Common Core State Standards, and the Student Success Plan. These initiatives are reasonable, well thought out, important for student learning and teacher development, and raise the bar for education. She added, however, that they take tremendous teacher and administrative resources, planning, time, and are all-consuming.

High quality teachers and leaders are paramount in the education process and SEED provides a chance to raise the bar and become more prescriptive in teaching abilities and processes.

Dr. Eidson explained the importance of effective practice as well as the need for accurate and useful information about teachers' strengths and areas in need of development. Further, there is a need for on-going opportunities for growth that are targeted, on-going, and embedded. In turn, extensive data and a way to track this data are essential; the data will need to be reported to the state department. Mr. Powell noted that components of SEED tie into the Strategic Plan.

The design was based on standards-based measures. It promotes professional judgment and consistency, and fosters professional dialogue about student learning. Additionally, it is aligned to effective, evaluation-based professional learning, coaching, and feedback to support teacher growth and development. Lastly, the design must ensure that there is a feasibility of implementation.

The guidelines and models outline the components/standards to which plans in Connecticut must adhere. This applies to both teachers and administrators. As an example, the teacher evaluation component includes the following: student growth and development (45%), observations of teacher performance and practice (40%), peer or parent feedback (10%), and whole school student learning or student feedback (5%). Dr. Eidson determined that this calculates to approximately 12.5 hours of obligation per teacher. Mr. Guzman added that the feedback would be survey-based.

The 'observations of teacher performance and practice component necessitates the determination of one to three goals and the 'peer or parent feedback' component requires one goal. The 'student growth and development' component is based on state testing as well as other measures. A goal is developed for this component as well. Lastly, a goal is required for the 'whole school student learning or student feedback' component.

In general, three formal and three informal teacher evaluations will take place in the first year. (Dates indicated on the attachment are those set for the districts currently piloting the program.) There are four levels of performance: exemplary, proficient, developing, and below standard.

My Learning Plan is the software currently being used by the districts piloting the program to track the data. The district will need to move into this technology as well. Mr. Tantillo inquired if this process will replace the current evaluation process. Dr. Eidson confirmed that it would but estimated that the program will take five times the current resources used for evaluation. An electronic method for recording the information will save a tremendous amount of time.

Mr. Guzman noted that this program, in addition to other requirements, may mean that end-of-year surveys may need to be changed as well. Mr. Powell commented that this program provides the opportunity for professionals to excel and it benefits the educational environment.

F.3. Cancellation of December 26, 2012 Board Meeting

Mr. Powell entertained the motion to add the cancellation of the December 26, 2012 Board Meeting as action item I.5. Mr. Pagoni motioned to add the cancellation of the December 26, 2012 Board Meeting as action item I.5. Mr. Clark seconded the motion. All were in favor. None opposed. None abstained. Motion carried.

F.4. Unpaid Leave of Absence Report

Mr. Guzman presented the report of approved leaves of absence. The cumulative savings is $325.14.

F.5. Student Success Plan

Mr. Guzman explained that the Student Success Plan was a law enacted 3 years ago to ensure that each student in grades 6-12 has an individual Student Success Plan. It is basically the same as an IEP (Individualized Education Program) which is required to be provided for each child identified as needing special education services. The Student Success Plan will require a significant amount of data gathering and will be tracked in the Naviance software program. Mr. Pagoni inquired how much time this plan would add to a teacher's day or week. Dr. Eidson provided the cumulative data for the three projects. She estimated that for the Common Core State Standards, it has taken 36 days to familiarize and unpack the information and 86 days of curriculum work. For teacher development and professional development, it has been taken 414 days of administrators' time. Lastly, for the Student Success Plan, if one person meets with a parent, total time would be 444 days. Ideally, there will be a team of teachers to meet with each parent. In summary, for Birch Grove it is estimated to take 612 hours for teacher evaluation for the 12.5 conferences and

observations. At the high school, it calculated to be 900 hours. Dr. Block inquired as to who would do this without an educational technologist. Dr. Eidson replied that she simply did not know.

F.6. Board Policy 6012 – Personal Technology
Mr. Guzman noted that the district would like to start with this policy and presented to the Board for its first reading. Student agreements will be added to the student handbook to ensure both students and parents are aware of the policy. He requested that Board members review the policy so that action may be taken at the December 12, 2012 meeting.

G. COMMITTEE & LIAISON REPORTS

Finance & Facilities Committee
Mrs. Kramer read the minutes from the last meeting. Topics included discussion on the ESCO (Energy Service Company) and the refurbishment of the Tolland Middle School track. Mr. Powell noted that the bid received was good and that this is something the Committee would like to move forward in the spring. The company which submitted the bid has agreed to hold it. Further, it was discussed to appoint Mr. Frattaroli to the Building Commission as the Board's representative and to investigate potential revenue streams from the Tolland High School Artificial Turf and Lighting projects. The Committee discussed the educational technology position and believes this additional resource is needed to support the multiple initiatives and mandates.

Policy Committee
Mr. Powell inquired about having a stronger or clearer statement regarding network and authentication security as part of the Board's policy.
A discussion regarding the Community Hour took place. Based on a straw poll, this event will be discontinued at this time. Ms. Vincent will revisit this idea, including the venue and scheduled time, at a later date.

Negotiation Committee - None

EASTCONN Liaison Report - None

Town Council Liaison
Mr. Clark noted that the Town Council had some questions regarding the director of educational technology position and whether this is something that was needed now or if it could considered in next year's budget. Second, the Council had questions regarding the meeting on December 6th and its involvement. Lastly, the Council inquired about the introduction of the Board's new member, Mr. Sce. Mr. Powell responded that an e-mail regarding the meeting has been sent and that Mr. Sce had been introduced.

Great Path Academy Liaison – None

H. CHAIRPERSON'S REPORT -
Mr. Powell commented that the CABE (Connecticut Association of Boards of Education) was very informative. Mr. Powell noted that he was vociferous regarding mandates and

programs. He received additional policy information and copies of other districts' budgets for comparison. He added that the district is doing well.

I. BOARD ACTION

I.1. Strategic Plan

The Chair entered the motion to approve the proposed Strategic Plan. Mr. Pagoni motioned to accept the Strategic Plan. Mrs. Kramer seconded the motion. A discussion took place. Ms. Vincent wished to confirm that this is a guiding document and inquired if the six topics were in any order of priority. Mr. Powell explained that the plan is multifaceted and that the number one priority is that a safe and efficient environment of learning is provided for students. Mr. Guzman added that the plan would be revisited regularly and Mr. Powell noted that it is important to keep this document at the forefront when addressing the budget and future planning.

Mr. Pagoni commented that the plan is a work in progress. Mr. Tantillo added that it provides guidance and focuses the team to work toward a common goal. Mr. Powell suggested having a bimonthly report as a snapshot as to where the district stands in terms of the plan. The plan will be available if needed for evaluation documents and should be included in all major reports as a supporting framework document.

All were in favor. None opposed. None abstained. Motion carried.

I.2. Proposed Artificial Turf Field and Athletic Field Lighting Projects – Tolland High School

The Chair entertained a motion for the proposed artificial turf field and athletic field lighting projects at Tolland High School. Mrs. Kramer motioned to accept the proposal for the artificial turf field and athletic field lighting projects. Ms. Vincent seconded the motion. A discussion took place. Mr. Clark expressed concern regarding funding given the state's budget deficit. Large cuts are being made by the state and more are to come. Mr. Clark is concerned that if the projects are approved and the money is underfunded or eliminated that the district will be burdened with contracts. Mr. Guzman suggested approving the proposed project pending the two funding sources and amending the motion so that it is pending finalization from the bonding commission and the STEEP grant. Mrs. Kramer motioned to amend the motion so that it is to approve the propose artificial turf field and athletic field lighting projects for Tolland High School pending the guarantee of the receipt of the STEEP grant and bonding commission money. Ms. Vincent seconded the motion. All were in favor. None opposed. None abstained.

Mr. Guzman added that the Pat Cox and John Carroll have been appointed to the building committee as staff people.

I.3. Director of Educational Technology

The Chair entertained a motion for the approval for the position of Director of Educational Technology. Dr. Block motioned for the approval of the Director of Educational Technology. Mr. Frattaroli seconded the motion. A discussion took place. Dr. Block noted that given the mandated changes, this is a necessity and

not a luxury. The district needs to be proactive and it will take time to get someone on board and the program in place. Mr. Frattaroli added that he too sees a need for this position as soon as possible.

Mr. Clark agreed that the position was needed but questioned the timing and pondered if the position needs to be filled between now and the end of the year. He is concerned that the position will be in the all-encompassing teacher budget next year and that the Board does not yet know where that budget will stand. He added that the person in this position would not be teaching. Ms. Vincent concurred with Mr. Clark.

Mr. Tantillo noted that many numbers and dollars are being discussed. The state is in a deficit and the Board needs to be very cognizant of its spending. It does not have unlimited funds to make everything a necessity. He agrees that the position is justified but noted that elected officials must be aware of their unfunded mandates and the cost impact not only of hiring an individual to implement the program but the program itself. While the money has been allocated in the budget and is being moved to another line, it is the 2nd and 3rd order effects that the Board needs to be cognizant of for the future.

Mrs. Kramer inquired if perhaps a current employee may be interested in taking on the responsibility for a modest raise or if the position could be for a deputy director who would come in at a lower cost. Mr. Pagoni responded that the district lacks the expertise to execute and run this program. Additionally, there is not anyone on staff with the time to take on this full-time task. Mr. Powell noted that he appreciated the robust conversation and that there are valid points, but, the reality is that the Board is in a position where it is responsible to deliver on mandates and the current staff is already taxed with insufficient resources. The person in this position will work with the curriculum coordinators and teachers in terms of implementing technology in the classroom separate from the infrastructure team.

Mr. Clark commented that, having attended the Town Council meeting, he wished that Mr. Powell had spoken with Mr. Scavone to listen to the comments regarding this position. Many questions were raised. The Town Council, based on what it had read, believes this is an administrative position since the individual will not be teaching. Further, the Council believes that this hurts the chances for the Board of Education to work with the Town Council without a better explanation. Mr. Pagoni noted that the Board of Education members have attended Town Council meetings as citizens but that that Town Council has not sent the Board a note inquiring as to why it was hiring someone. He added that the Town Council members are welcome to attend the Board of Education meetings. Dr. Block added that the Town Council members need to attend the Board of Education meetings or contact a Board member if it wished to have a discussion.

Mr. Powell noted that he replied to a question posed by Mr. Freeman and received correspondence from Mr. Stanford but has not yet replied. Dr. Block noted that Mr. Clark's comments would not affect her vote but believes the Town Council's concerns should be raised in a more appropriate fashion.

Mr. Clark explained that the question posed to Mr. Powell by Mr. Freeman was in regard to the Technology Task Force not being approached for the need for this position. Mr. Powell responded that where infrastructure can be shared that it is appropriate to reach out to the task force. This is not an issue of infrastructure but an issue of curriculum and delivery. The task force is in an advisement capacity, not an implementation capacity. This position does not have applicability to the Town side.

All were in favor. Mr. Clark and Ms. Vincent opposed. None abstained. Motion carried.

I.4. Tolland Middle School – Track Resurfacing Project
The Chair entertained a motion to approve the track resurfacing project at Tolland Middle School. Dr. Block motioned to approve the track resurfacing project at Tolland Middle School. Ms. Vincent seconded the motion. All were in favor. None opposed. None abstained. Motion carried.

I.5. Cancellation of December 26, 2012 Board Meeting
Ms. Vincent motioned to cancel the December 26, 2012 Board meeting. Mrs. Kramer seconded the motion. All were in favor. None opposed. None abstained. Motion carried.

J. PUBLIC PARTICIPATION (2 minute limit) - None

K. POINTS OF INFORMATION
Mr. Frattaroli inquired about information regarding the new building committee. Mr. Guzman believes this will be on the agenda at the next Town Council meeting so that a group may be formally appointed.

Mr. Clark expressed concern regarding the meeting scheduled for December 6th and inquired if there would be a quorum. Based on a show of hands of the Board of Education members planning to attend, there will be a quorum. Dr. Block noted that while she cannot be in attendance that this is not a reflection of the meeting's importance. Mr. Pagoni will not be able to attend but stressed the importance for as many members of the Board as possible to be present.

L. CORRESPONDENCE
- Town Council/Board of Education Joint Meeting Minutes from November 8, 2012
- Town Council Meeting Minutes from November 13, 2012
- AP District Honor Roll Notification 2012

M. FUTURE AGENDA ITEMS
1. Madrigals
2. ESCO program for action
3. Status of the Budget
4. Enrollment Projections
5. Policy 6012
6. Presentation of the ABA Program
7.

O. Adjournment

Mr. Pagoni motioned to adjourn the meeting at 9:55 P.M. Mr. Tantillo seconded the motion. All were in favor. None opposed. None abstained. Motion carried.

Respectfully submitted,

Lisa Pascuzzi

Lisa Pascuzzi
Clerk

TO: **Members of the Board of Education**

FROM: **William D. Guzman**

DATE: **December 12, 2012**

SUBJECT: **Tolland High School – Madrigal Singers**

Linda Tracy, Music Director, will be presenting the Tolland High Madrigal Singers at the Board meeting. The singers will be performing a variety of holiday music. The members of the Madrigal Singers are:

Name	Year
Andrew Bobey	Senior
Martha Denisky	Senior
Carlina Fontaine	Senior
Anna Giangregorio	Senior
Dani Halliday	Senior
Eric Landry	Senior
Alex Noonan	Senior
Karie Trice	Senior
McKenna Connelly	Junior
Dylan Houseworth	Junior
Gabby Hurlbut	Junior
Sierra Jesanis	Junior
Kaitlyn Leibowitz	Junior
Kristen Machuga	Junior
Sean Nangle	Junior
Kayla Singleton	Junior
Lindsay Walsh	Junior
Ryan Boutot	Sophomore

WDG:ca

TO: **Members of the Board of Education**

FROM: **William D. Guzman**
Kathleen Raymond

DATE: **December 12, 2012**

SUBJECT: **Applied Behavior Analysis (ABA) Program**

Currently, on a national basis, the number of children identified with an Autism Spectrum Disorder is one out of every 88, with the overwhelming majority being male. At this time, Tolland Public Schools has fifty students identified on the Autism Spectrum being educated within the district, and another ten in alternative educational placements. Research indicates that early intervention results in increased opportunity for inclusive educational experiences.

Beginning in the 2010/2011 school year, a new program was initiated at Birch Grove Primary School with the aim of maintaining very young children identified with Autism in the district with their typical peers. The specific model implemented is Applied Behavior Analysis (ABA), which is heavily research based, and rooted in such techniques as discrete trial and social skills training, modeling, prompting, and communication instruction. The district has a contract with the Capitol Region Education Council (CREC) for ABA training and ongoing supervision purposes.

All certified and non-certified staff members in the program have undergone intensive training in the principles of ABA with ongoing weekly supervision and support that promotes individual progress reporting. As a result, a number of children with significant challenges who would have required an alternative educational placement have remained in the district and made documented progress with the goal of full inclusion, with adult support, by Kindergarten grade.

While there are definite programmatic costs to the district, given that each identified child has paraprofessional support, there are realized financial savings by educating these children in their home school.

Presently, there are thirteen children in the early intervention ABA program. This year's estimated costs for the 13 children in the program totals approximately $497,344. These costs include certified staff and paraprofessional salary and benefits, CREC ABA contract and extended year programing.

Of these 13 children, seven would have been placed in alternative educational settings were the program not available. On a per pupil basis, the estimated total costs for these seven children would total $267,800. The cost to place the seven students in

an alternative educational program with comparable supports and services would total approximately $1,086,190.

The estimated financial savings to the district for this school year is as follows:

(A) Cost for seven (7) students if placed in alternative educational program: (Includes tuition and transportation)	$1,086,190
(B) Cost estimate for seven (7) students in Tolland ABA program:	267,800
(C) Savings (A-B):	$ 818,390

The anticipated personal benefit to the identified children who are educated with their typical peers as a result of the early interventions made possible through this program is immeasurable.

Caroline Redpath, CREC Supervisor for the ABA program, will be at the Board meeting to present on the program and answer any questions.

WDG/KR:ca

TO: **Members of the Board of Education**

FROM: **William D. Guzman**

DATE: **December 12, 2012**

SUBJECT: **Articulation Agreement with Manchester Community College**

Tolland Public Schools has a College and Career Pathways (CCP) partnership agreement with Manchester Community College (MCC). Through this articulation agreement, specific courses taken by juniors and seniors can count for college credit. These courses have been identified as those that lead to a career in a particular field.

Tolland Approved Courses	MCC Course
Accounting II	ACC 115
Early Childhood Education	ECE 101
Culinary Arts and Nutrition II	HSP 101
Baking and Pastry Arts	HSP 103
Keyboarding/Word Processing	BOT 111
CAD	CAD 110
College Career Pathways English IV	COM 173/SPCH 213
CP Chemistry	CHE 111
CP Algebra I	MAT 095
Algebra II*	MAT 138

* Credit is received if the student takes the Accuplacer test and receives a score greater than 73 or if the student takes the SAT and receives a score of 550 or greater. Of the nine schools in our consortium, Tolland had the highest scores on the math Accuplacer test. (See over)

To be eligible for the program and the college credit, students must complete an MCC application, take a CCP course and receive a grade of C or better. Some require a B. If a student intends to go to a four-year college after graduation, they should receive an A or B in order to transfer the credit. The CCP courses are those that are shaded in the above table. Additional requirements may apply to specific courses.

If a student has taken any of the non-shaded classes and a CCP class, they are also able to receive credit in the non-shaded classes. A student may have up to 14 college credits by taking our high school classes – a savings of one semester of college tuition.

Forty-five (45) students who graduated from Tolland High School in June 2012 and are currently attending MCC received college credit through this program.

WDG:ca

---------- Forwarded message ----------
From: Henderson, Robert A <RHenderson@mcc.commnet.edu>
Date: Thu, Jun 14, 2012 at 3:45 PM
Subject: Math 138 Accuplacer Results
To: "Paul, Isabel" <ipaul@tolland.k12.ct.us>

Isabel: Congratulations to you and Tolland High School! 85% of your students scored well enough on the Accuplacer test to receive credit for the MAT 138 articulated course. This is head and shoulders about the other schools in the service area. Whatever you are doing – I wish we could bottle it. Please stay in touch if you can!!!! Your friend, Bob
Robert A. HendersonDirector of Cooperative EducationManchester Community CollegeOne Great PathManchester, CT 06045-1046860.512.3312Fax: 860.512.3371http://www.mcc.commnet.edu/students/career/coop.php

TO: **Members of the Board of Education**

FROM: **William D. Guzman**

DATE: **December 12, 2012**

SUBJECT: **Board Policy 6011 – Graduation Requirements**
Board Policy and Administrative Regulation 6090 – On-Line Coursework

Attached please find the above referenced Board Policies and Administrative Regulation.

These Policies were reviewed by the Policy Committee on December 6, 2012.

Board Policy 6011 and 6090 are revised policies. The language to be deleted is in brackets and new language is in caps and is bolded.

WDG:ca

TOLLAND PUBLIC SCHOOLS
Tolland, Connecticut

BOARD POLICY REGARDING: Graduation Requirements

Number: 6011
Instruction

Approved: 6/12/02
REVISED:

The Tolland High School graduate**[**, beginning with the Class of 2006,**]** must earn a minimum of 29 credits, meet the credit distribution requirements, and meet the district's performance **REQUIREMENTS. [**standard in each of the following categories: literacy, problem solving, health, social responsibility and respect for others, the understanding and application of the arts, technology, and goal setting skills. Students must also meet the state requirement of drug and alcohol education. Beginning with the Class of 2004, all students must meet the civics requirement.**]**

A. Credit Distribution Requirements **[**– Class of 2006**]**

Subject	Minimum Number of Credits
English	4
Mathematics	3
Social Studies	3
Must include: 1 credit in World History 1 credit in Modern US History 1 credit in Civics	
Science	3
Must include: 1 credit in Int. Science (gr. 9) 1 credit in Biology (gr. 10) 1 science elective	
Physical Education/Health	2
Must include PE 9 and PE 10	
Fine Arts	1
Includes any course in Art or Music	
Vocational Arts	1
Includes any course in Business, Family/Consumer Sciences, Computer Sciences or Technology Education	
Electives	12
Total Credits	29

B. Performance Requirements **(CLASSES OF 2013, 2014, 2015)**

The Tolland High School graduate:

- Is literate. Demonstrates the ability to read write, and speak proficiently when accessing, processing, and communicating knowledge.
- Is a problem solver. Shows that he/she can utilize differing sources of information and apply multiple strategies in solving a variety of types of problems.
- Shows an understanding of the basic tenets of good health.
- Demonstrates social responsibility and respect for others in a diverse world.
- Demonstrates an understanding and application of the arts.
- Shows the ability to integrate and use technology to receive, access, organize, process, and transmit information.
- Demonstrates skills necessary to identify and pursue post high school goals.

C. PERFORMANCE REQUIREMENTS (CLASSES OF 2016 AND THEREAFTER)

THE TOLLAND HIGH SCHOOL GRADUATE WILL DEMONSTRATE:

- **EFFECTIVE COMMUNICATION THROUGH READING, WRITING, AND SPEAKING.**
- **EFFECTIVE PROBLEM SOLVING AND CRITICAL THINKING SKILLS.**
- **EFFECTIVE USE AND APPLICATION OF TECHNOLOGY.**
- **PERSONAL RESPONSIBILITY AND PRODUCTIVITY THROUGH POSITIVE CONTRIBUTIONS TO SOCIETY.**
- **INTERPERSONAL SKILLS THAT ACTIVELY SUPPORT AND CONTRIBUTE TO THE COMMUNITY AND SCHOOL ENVIRONMENT.**
- **SKILLS FOR PERSONAL GROWTH AS WELL AS CULTURAL AND GLOBAL AWARENESS.**

[Credit Distribution Requirements – Classes of 2003, 2004, and 2005

English	4
Mathematics	3
Social Studies	3

Must include:	1 credit in World History 1 credit in Modern US History 1 social studies elective*	
Science		3
Must include:	1 credit in Int. Science (gr. 9) 1 credit in Biology (gr. 10) 1 science elective	
Physical Education/Health		2
Must include PE 9 & PE 10		
Fine Arts		1
Includes any course in Art of Music		
Vocational Arts		1
Includes any course in Business, Family/Consumer Sciences, Computer Sciences or Technology Education		
Electives		9
Total Credits		26

*For the class of 2004 and 2005 this is a civics requirement]

Legal Reference: Connecticut General Statutes 10-223a and 10-14n

TOLLAND PUBLIC SCHOOLS
Tolland, Connecticut

BOARD POLICY REGARDING: ON-LINE COURSEWORK

Number: 6092
Instruction

Approved: 3/23/11
REVISED:

Purpose
The Tolland Board of Education recognizes the importance of technology in education and the growing popularity and use of online coursework. In that regard, and in accordance with Connecticut General Statutes 10-221a, the Board sanctions the receipt of online course credit to be used toward high school graduation requirements, in accordance with this policy.

Statement of Policy
For credit for online courses to be used toward high school graduation requirements, students must, prior to registering for the course, receive approval from the high school principal and/or his/her designee. The decision of the principal and/or his/her designee with regard to online course credit approval is final.

Approved on-line courses taken successfully by students in grades nine through twelve may be [used for credit recovery. Credit may also be granted towards graduation from Tolland High School for courses **[**which extend educational opportunities.**]** **TAKEN AND AWARDED CREDIT TOWARDS GRADUATION FROM TOLLAND HIGH SCHOOL FOR THE FOLLOWING TWO PURPOSES:**

1. **CREDIT RECOVERY**
2. **ENROLLMENT IN A SUPPLEMENTAL COURSE**

FOR PURPOSES OF THIS POLICY, SUPPLEMENTAL COURSE MEANS A COURSE WHICH IS NOT BEING OFFERED DUE TO LOW ENROLLMENT OR A COURSE WHICH IS NOT PRESENTLY OFFERED IN THE SCHOOL'S COURSE CATOLOG.

The number of credits will be determined at the time of approval. No more that 2.0 credits may be applied during any one school year. In addition, the following guidelines must be followed:

1. All on-line courses including summer school on-line courses are to be completed by the student and monitored by the student and/or his/her parent or guardian.

2. The awarding of credit shall be the responsibility of the principal and/or

his/her designee.

3. **GRADES EARNED IN SUPPLEMENTAL ONLINE COURSES WILL BE TAKEN INTO CONSIDERATION FOR GRADE POINT AVERAGE, WEIGHTED GRADE POINT AVERAGE, AND CLASS RANK. [**On-line course grades**]** **GRADES EARNED IN ONLINE COURSES TAKEN FOR CREDIT RECOVERY PURPOSES** will not be taken into consideration for grade point average **[**or**]**, **WEIGHTED GRADE POINT AVERAGE, AND** class rank.

4. Any expenses incurred for taking online courses for credit recovery shall be the responsibility of the student and shall not be the responsibility of the board of education.

5. If a **SUPPLEMENTAL ONLINE** course is taken during the school year **[**to extend educational opportunities**]**, the student must be enrolled in at least three Tolland High School classes per semester.

6. On-line courses must be taught by teachers who are certified in Connecticut or another state and have received training on teaching in an online environment, or offered by institutions of higher education that are accredited by the department of higher education or regionally accredited.

Legal References

Connecticut General Statutes 10-221a (As Amended by Public Act 10-111, Section 16)

TOLLAND PUBLIC SCHOOLS
TOLLAND, CONNECTICUT

ADMINISTRATIVE REGULATION REGARDING: ON-LINE COURSEWORK

Number: 6092
Instruction

Approved: 3/23/11
REVISED:

In order to recover credit and/or **[**extend their course choices and educational opportunities**]** **ENROLL IN SUPPLEMENTAL COURSES**, students attending Tolland High School in grades nine through twelve, may apply to take and receive credit for on-line courses provided by an approved on-line course provider.

3. Application process:

A student wishing to take an on-line course needs to fill in an application form. Course listings/catalogs will be available in the counseling office.

Upon receipt of the completed application, the principal or his/her designee will review the application and inform the student of its status. Final approval rests with the principal and/or his/her designee and must be received prior to beginning coursework.

4. Credit:

All approved on-line courses taken by students in grades nine through twelve will count as credit towards graduation from Tolland High School, credit being 0.5 for a semester course and 1.0 for a year long course. No more than 2.0 credits may be applied during any one school year.

All on-line courses including summer school on-line courses are to be monitored by the student and/or his/her parent or guardian.

A student taking a **SUPPLEMENTAL** course during the school year **[**for the purpose of extending their educational opportunities**]** must take at least three regularly scheduled Tolland High School courses.

On-line course grades **TAKEN FOR CREDIT RECOVERY PURPOSES** will not be taken into consideration for grade point average or class rank. **GRADES IN SUPPLEMENTAL ON-LINE COURSE WILL BE TAKEN INTO CONSIDERATION FOR GRADE POINT AVERAGE, WEIGHTED GRADE POINT AVERAGE, AND CLASS RANK.**

Credit for the on-line course will only be granted once a transcript from the program is received, reviewed and approved by the Director of School Counseling.

C. Funding:

Costs for students taking courses for credit recovery are the responsibility of the student and/or his/her parent(s)/guardian(s). The costs for students taking **SUPPLEMENTAL ON-LINE** courses **[**to extend educational opportunities**]** are subject to budget appropriations. If no such funds are available, costs are the responsibility of the student and/or his/her parent(s)/guardian(s). If funds are limited, funding decisions will be made by the principal and/or his/her designee.

TO: **Members of the Board of Education**

FROM: **William D. Guzman**

DATE: **December 12, 2012**

SUBJECT: **District Electronic Surveillance Systems**

The District has had electronic surveillance systems in all four schools for a number of years. The current systems were purchased with two rounds of grant funds. However, as these systems have grown and as they are anticipated to continue to grow, they are in need of base-level improvements. Chris White and Sargent Scott Smith, Resident State Trooper, surveyed the schools and developed the following list of expansion and enhancement items.

1) Updated Camera Licensing – for the current cameras

2) Storage Devices – for each of the four servers. Each camera consumes a certain quantity of storage space for its archived footage. Each camera added to the system consumes additional storage space, decreasing the total length of the available archived footage for every camera on that system. Each server is currently at its practical expansion limit. The proposed units are external to each server, and provide a number of bays for additional hard drives, providing further storage expansion when necessary without changing out the four servers.

3) Server Memory (RAM – Random Access Memory) – for each Server. As the number of cameras grows and as the number of people interrogating the archived footage on each server also grows, each server needs additional memory to process this data.

4) POE Switches (Power Over Ethernet) – to replace units that are at their end of life and to make room for additional Cameras. POE Switches collect up the signals from each camera and consolidate each of these signals into one for transmission to the Server. Additionally, these switches provide power to each IP Camera, eliminating the need for locally provided power and the necessity to run additional cables, etc.

The projected costs for these components are as follows:

Camera Licensing	$ 2,250
Storage Devices	19,673
Memory (RAM)	1,462
POE Switches	4,197
Total:	$27,582

Currently there is approximately $27,634 in the unallocated capital account set aside for this purpose. The Administration requests authorization to seek approval from the Town Council to have these funds allocated for the above listed expansion and enhancements to the District's electronic surveillance systems.

TO: **Members of the Board of Education**

FROM: **William D. Guzman**

DATE: **December 12, 2012**

SUBJECT: **Request to Waive Bidding Process for the Purchase of District's Heating Oil**

The School District has in the past purchased fuel oil in conjunction with the Town through the Capital Region Council of Governments Purchasing Consortium. The current contract that Tolland has with Dime Oil Co. for the purchase of fuel oil expires June 30, 2013 (see attached).

The Purchasing Council normally goes out to bid for fuel oil in March which requires that we approximate the fuel prices for budget purposes. An analysis of budget assumptions over the last several years show that the prices we approximated in December were much lower than the lock in bid price we received in March. Currently we are paying 3.3846 per gallon based on last March's bid for fuel oil and have projected for budget purposes a price of $3.90

The per gallon rate for fuel oil changes every 15 minutes based on Market rates and we have been advised by Dime Oil Co. that current rates are in the range of $3.1223 - $3.15. Dime Oil Co. has offered the option to the Town and Board of Education of locking in at the current market rate at this time for the period of July 1, 2013 – June 30, 2014.

Should we be able to lock into the rate for fuel oil at the current levels this would produce a "savings" of over $70,000 for the Town and Board of Education combined in what we would otherwise have included in our budgets.

The Administration requests that the requirements for bidding fuel oil be waived per Board Policy 3020, Purchasing, and that the Board of Education authorize the Superintendent to execute an agreement with Dime Oil Co. for the purchase of fuel oil for the period of July 1, 2013-June 30, 2014.

Contract Terms & Conditions

Buyer: Town of Tolland
21 Tolland Green
Tolland, CT 06084

Tolland Board of Education
51 Tolland Green
Tolland, CT 06084

Seller: Dime Oil Company
93 Industry Lane
Waterbury, CT 06704

This agreement dated March 5, 2012 by and between Thomas Kraft DBA Dime Oil Company ("seller") and the Town and BOE of Tolland ("buyer") is subject to the Terms and Conditions listed herein, and Seller agrees to sell to Buyer, and Buyer agrees to purchase and receive from Seller, the following quantities of the following Product(s), under the Payment Terms, during the Delivery Periods of July 1, 2012 to June 30, 2013, and at the Price(s), and Delivery Locations(s) with their respective individual allocations specified below.

Location	Address	Product	Price	Allocation
Gehring Rd Fire House	247 Gehring Rd	# 2 Oil	$3.3817	2,000
Highway Garage	118 Old Post Rd	# 2 Oil	$3.3817	5,100
Rhodes Rd Firehouse	3 Rhodes Rd	# 2 Oil	$3.3817	1,000
Old Town Hall	22 Tolland Green	# 2 Oil	$3.3817	925
Teen Center	52 Tolland Green	# 2 Oil	$3.3817	1,200
Tolland Jail	52 Tolland Green	# 2 Oil	$3.3817	1,200
Crandall Park Lodge	120 Cider Mill Rd	# 2 Oil	$3.3817	3,000
Parks & Facilities Garage	120 cider Mill Rd	# 2 Oil	$3.3817	1,500
Fire Station #140	64 Crystal Lake Rd	# 2 Oil	$3.3817	3,000
Senior Center	674 Tolland Stage Rd	# 2 Oil	$3.3817	3,227
BOE Office	51 Tolland Green	# 2 Oil	$3.3817	1,300
Birch Grove Primary School	247 Rhodes Rd	# 2 Oil	$3.3817	35,450
Tolland Middle School	1 Falcon Way	# 2 Oil	$3.3817	6,700
Tolland High School	1 Eagle Way	# 2 Oil	$3.3817	43,500
			Total Town Heating Oil Purchased:	22,152
			Total BOE #2 Heating Oil Purchased:	86,950

Payment Terms: Net 30 Days.

1. Taxes: All prices are exclusive of taxes. Currently, the following taxes are applicable to fuel oil purchases by municipalities. The NORA (National Oilheat Research Alliance) Assessment of $0.0020 cents per gallon that had applied to #2 Heating Oil purchases is currently under suspension, however if re-instated it would once again apply to fuel purchases. The LUST tax (Leaking Underground Storage Tank) at $0.0010 cents per gallon and the Spill Recovery fee of $0.0019 both apply to #2 Heating Oil, Diesel Fuel and Gasoline. The CT Gross Receipts tax, currently only applicable on gasoline, is at an effective rate of 7.5269% for the period of July 1, 2007 through June 30, 2013 of the total sale. Any tax, or governmental charge or increase thereof now due or hereafter imposed and assessed to Dime Oil thereof due to purchasing, selling, or delivering the product such as, but not limited to Sales Tax, Use Tax, Excise Tax, Gross Receipts Tax, and Superfund Tax, may at Dime Oil Companies option, be added to the purchase price. The Town and BOE of Tolland shall provide federal and state tax identification numbers and shall complete exemption certificates before the commencement of this contract.

2. Dime Oil reserves the right to refuse delivery to any tank and/or location, which, in its sole discretion is deemed unsafe by an employee of Dime Oil. Deliveries will only resume once the problem is resolved and the tank is again deemed safe for delivery.

3. Payment: Payment terms are net 30 days. If payments are received later than 30 days from the date of delivery, finance charges may be assessed at a rate of 1% per month plus collection fees if necessary. In the event payment is not received from the Town and BOE of Tolland in accordance with the terms provided herein, payment in full of any obligations of Buyer to Seller shall be given by Buyer before further deliveries are made. The Town and BOE of Tolland hereunder shall

give Seller upon requesting advance payment or security satisfactory to Seller if payments are not made within the specified terms listed above and Seller may withhold deliveries until such payment or security is received.

4. Connecticut and New York are in the process of enacting mandates to reduce the sulfur content of heating oil. New York is set to change the sulfur content of heating oil to 15 parts per million (same as ultra low sulfur diesel fuel) on July 1, 2012. Connecticut signed legislation to convert July 1, 2014 contingent on neighboring states adopting similar polices. If high sulfur heating oil becomes unavailable or difficult to procure during this transition period we reserve the right to adjust your contract pricing to reflect the cost of the lower sulfur fuel.

5. If a location on "will call" status (non-automatic), should either require a same day delivery, or requests a delivery scheduled outside of our normal working hours, Dime Oil reserves the right to add a surcharge for the cost of providing an emergency delivery if one is requested.

6. Delivery: Fixed price on Heating Oil will remain in effect at the established price per gallon ratable per month by degree day for the individual delivery location for all product up to the contract amount during the period of July 1, 2012 through June 30, 2013. Buyer will be granted a +0% variance in allocation overage for the delivery period specified and a –2% for gallons not consumed.

7. Buyer agrees to pay Seller the price established above for the indicated delivery location for all products up to the contract or allocation amount. If gallons actually purchased exceed 100% of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:
   a. All overage will be billed at a differential price of .0689 per gallon plus the New Haven average low quotation for Reseller Rack Prices as published daily in the Journal of Commerce for the date of delivery.
   b. Extend the fixed price contract at the same terms and conditions.
   c. Renegotiate a fixed price based on the current market conditions.

   If gallons actually purchased are less than 98% of gallons allocated for the respective delivery location as listed above, the Seller reserves the right to offer one or all of the following options:
   a. Extend the fixed price contract at the same terms and conditions until the actual gallons used are at least 98% of the respective quantities allocated above.
   b. Terminate the contract.
   c. Buyer will purchase the quantity not used at the price per gallon quoted in the bid. Seller shall have no obligation to deliver the actual volume not consumed by purchaser within the contract period.
   d. If the buyer fails to consume the un-lifted volume, the Town and BOE of Tolland will pay Dime Oil Company reasonable liquidated damages for such deficient lifting's. This fee shall not be construed as a penalty, but a deficiency fee equal to the difference between the aggregate purchase price for the un-lifted volume and the lowest OPIS posting for the month(s) with un-lifted volumes. Dime Oil Co shall not be entitled to any amounts from buyer if the lowest OPIS posting is greater than the fixed price contract rate per gallon.

8. Force Majeure: Seller shall not be responsible for damages caused by delay or failure to perform, in whole or in part, hereunder or noncompliance with any of the terms hereof when such delay, failure or noncompliance is attributable to acts of God, strikes, lockouts, fires, floods, storms, explosions, embargoes, acts or compliance with requests of any governmental authority without regard to legal validity, war conditions, acts of terrorism, accidents, delays in transportation, any allocation program or rationing or priorities in effect pursuant to governmental direction or request or instituted in cooperation with any governmental authority, or other cause beyond control of the Seller whether or not similar to those enumerated.

9. The Town and BOE of Tolland is required to give Dime Oil Company notice of changes to tank sizes, removal of tanks, and/or construction near where tanks are to be serviced. If quantities used at listed locations should change drastically where it would greatly impact the scope of the contract it may be subject to additional delivery fees. Demurrage charges may also be assessed should a driver be delayed or unable to make a delivery due to snow, ice, parked vehicles or debris near or covering the fill area.

10. End of Year Deliveries: By initialing below the Town and BOE of Tolland must specify if they will require their fuel oil tanks topped off to approximately 90% of capacity during the month(s) of May and or June. This information is necessary so that we may secure sufficient quantities of heating oil and or diesel fuel for May and or June 2013 at the contract price per gallon. If no response is indicated below regarding this matter prior to purchases for this contract it will be assumed that

May and June fuel will be purchased according to either a degree day heat curve for #2 heating oil or for diesel and gas it would be your average monthly allotment. Degree day heat curve is defined as 4% of your total allotment for May and 2% of your total allotment for June. Average Monthly allotment is defined as 10% of your total allotment for May and 6% of your total allotment for June.

11. Fixed price contracts reflect market conditions at time of order. These prices are based on the New York Mercantile Exchange or NYMEX. Prices on the NYMEX are extremely volatile. Price will remain firm for allocated contract gallons once both the seller and the buyer have signed a copy of this contract.

12. No delay or omission on the part of the Seller in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Seller, nor shall any delay, omission or waiver on any one occasion(s) be deemed a bar to or waiver of the same or any other right on any future occasion(s) of any portion of this agreement. Other conditions may apply.

13. Buyer acknowledges that they have had a reasonable opportunity to read and have read and understood the terms and conditions of this Agreement.

Acceptance of Contract Terms and Conditions

Buyer: Town of Tolland

Signature: _____

Title: Town Manager

Name: Steven R. Werbner

Date: 3/6/12

Seller: Dime Oil Company

Signature: _____

Title: Manager

Name: Tracy Cyr

Date: March 5, 2012

Buyer: Tolland Board of Education

Signature: _____

Title: Business Manager

Name: Jane A. Neel

Date: 3/7/12

In regards to section 9, End of Year Deliveries: Please indicate if your municipality would like to have contract rate oil placed in reserve for tank top off's at the end of the contract period during the months of May and June.

For #2 Heating Oil please indicate (YES) / NO if the Buyer wishes to have all tanks topped off at the contract rate during May and or June of 2013. JAN Initial

For Ultra Low Sulfur Diesel fuel please indicate YES / NO if the Buyer wishes to have all tanks topped off at the contract rate during June of 2013. _____ Initial

Please note that any municipality that elects to not top off at the contract rate could still fill their tanks next May / June 2013, only the price may be at a differential rate per gallon over the New Haven Harbor Low.

F.7.

TO: **Members of the Board of Education**

FROM: **William D. Guzman**

DATE: **December 12, 2012**

SUBJECT: **Celtic Energy Proposed Agreement**

Celtic Energy is an independent energy efficiency consulting firm with expertise assisting Federal, State and Local governments manage energy programs. Their core business is representing owners in energy saving performance contract projects.

Celtic Energy has been working with us to date in the selection process of the ESCO and will work with us as our representative in the investment grade audit process as well as in the development of the benchmarks to demonstrate actual energy savings over time. Celtic will also be involved in overseeing design, construction and post construction of the project. The total cost for Celtics' work is $75,000 which again becomes part of the overall project cost.

However, should the project not go forward, the Town and Board, on a prorated basis, would be required to pay Celtic $75,000 for work performed to date. Celtic does require that $45,000 of that amount be paid on a monthly basis starting immediately which is for work performed in conjunction with the investment grade audit process. Funds identified for such payments are eligible to be reimbursed once project financing is finalized.

Attached is a copy of the Celtic Proposed agreement. The Administration recommends that the Board authorized the Superintendent to enter into a contract with Celtic Energy to be the Board's representative during the Investment Grade Audit Process.

Celtic Energy

Thursday, December 06, 2012

Steven Werbner
Town Manager
Town of Tolland
21 Tolland Green
Tolland, CT 06084

William Guzman
Superintendent of Schools
51 Tolland Green
Tolland, CT 06084

RE: Tolland Performance Contract- Phase 2
Third Party Review Services

Dear Steven and William:

We have enjoyed seeing the Town of Tolland and the Board of Education's ESPC Project through Phase 1 of the performance contracting process. As you requested, we have developed this proposal to assist you with the continuation of Tolland's ESPC project on 25 Municipal and School facilities.

Based on Tolland's desire to successfully complete the ESPC project, we have prepared this proposal to continue providing the Town and BOE with Third Party Consulting services. Our services will be targeted at providing education and outreach services, as well as technical oversight and quality control over the selected ESCO's development and implementation of the cost savings projects.

The main objective of Celtic Energy's continued participation in this project will be to utilize our 140-plus combined years of experience in the energy industry and performance contracting to provide objective counsel on the many issues facing the Town and BOE during the development and implementation of an energy and water conservation performance contract. Our goal is to protect your interests while facilitating the execution of a successful cost savings contract and the resulting project.

The following pages contain our scope of work and fees for providing the continued consulting services. The range of potential project costs vary from approximately $2.0-$4.0 million. Based on our experience at other Connecticut Municipalities, the actual project cost will probably be somewhere in the middle of those extremes. Therefore, we have based our scope and fees on the proposed complex project estimated at about $3 million in construction costs.

Scope of Work

Celtic Energy will provide continuing Third Party Consulting services concurrent with the progress of Tolland's ESPC project development. The following tasks will be completed:

1. Assist Tolland in negotiating an Investment Grade Energy Audit (IGA) Agreement and the Draft Energy Services Agreement (ESA) for the Project.

    1.1. The agreement is to allow the selected ESCO to conduct an Investment-Grade Audit (IGA). The IGA confirms the information presented in their initial proposal and develops the Energy Cost Savings Measures (ECMs) and the associated M&V Plans. CEI will assist the Town and BOE to ensure that the ESCO complies with the requirements of the IGA, as set out in the RFP and IGA agreement.

    1.2. After the agreement is executed, the ESCO will begin the IGA. It is important to note that from this point forward, Tolland owns all of the products of the ESCO's work (if a final contract is awarded), and the ESCO's costs for its work are recoverable in the Project implementation price. This means that Tolland may bear the burden of further development costs of the Project, so proper planning, including setting and enforcing of milestones becomes even more important. This is done at the IGA kickoff meeting, and in bi-weekly meetings and/or conference calls.

    1.3. Subsequent to the development of the IGA, an Energy Services Agreement will need to be executed between Tolland and the ESCO for the execution and installation of the Project ECMs, for the O&M and Measurement & Verification (M&V) of the Project, for the post-Project reporting, and for the financing requirements of the Project. Along with the IGA agreement a 'draft' ESA Contract will be provided to the ESCO to review simultaneous with the IGA development. Once the IGA is completed and accepted by Tolland, then the ESA Contract will be finalized and executed.

2. Prepare for and attend IGA Kick-Off Meeting, discuss ECMs, M&V, logistics, etc.
    2.1. CEI will assist the Town and BOE in planning and facilitating the IGA Kickoff meeting. The purpose of this meeting is to introduce new staff, to review any changes to the scope of the Project, to discuss Tolland's and the ESCO's requirements and procedures for the IGA, and to establish timelines and milestones for Project development.

3. Facilitate Regularly Scheduled Conference Calls/Meetings to Review IGA progress (Assume 180 IGA)
    3.1. Participate in regularly scheduled calls/meetings to track progress of the IGA. We recommend weekly for the first few months, and then go to Bi-weekly calls/meetings for the remainder of the project development phase. It is imperative that the Town, the BOE, and Consultant monitor the ESCO's progress during the development of the IGA. There are many opportunities to make interim decisions that will ensure a successful project. It will also allow for

continuous review of the ESCO's proposed scope of work, energy savings calculations, etc.

3.2. Review meeting minutes, ECM matrices, make comments, etc.

4. Hold preliminary Measurement & Verification discussions and a separate meeting with Tolland and the ESCO. These discussions and meeting are aimed at setting expectations for the development of the project's M&V Plan. The discussions will include activities for developing the Baseline, ECM specific M&V plans, pre- and post-installation measurement activities, etc. Separate 'breakout' M&V discussions and meetings will be held as appropriate throughout the IGA development process.

5. Review 30% Draft IGA.

5.1. Celtic Energy will conduct a detailed analysis of the report; prepare a list of questions, and clarifications for the ESCO to address. We will also review the Town's and BOE's comments, and combine them with CEI's to submit to the ESCO. We will follow-up with the ESCO until all of the questions have been answered to the satisfaction of CEI and Tolland.

5.2. Review the existing facility baseline calculations along with associated supporting information such as field data/measurements/data logging, equipment inventories, historical utility/metering analysis, facility descriptions, etc. If the ESCO is utilizing a computer energy simulation model, CEI will independently re-run the energy models to ensure they are being constructed and utilized properly to depict the facility's current energy usage and costs.

5.3. Review of proposed energy baseline and an appropriate M&V strategy is fundamental to the overall viability of the project. CEI will review the parameters and measurement strategies to determine if they are in line with the International Performance Measurement and Verification Protocol (IPMVP) for each ECM, without unnecessarily burdening the project with extra costs. Specifically, CEI will evaluate the performance measurement strategies to ensure that the appropriate level of rigor and accuracy is used to protect Tolland and fulfill the intent of the legislative requirements.

6. Review 60% Draft IGA

6.1. Review ESCO's proposed ECMs and draft scope of work, energy savings calculation projections (as appropriate and as available at this stage of the process), etc. CEI will work with Tolland to determine if the proposed ECMs and technologies are appropriate for the buildings and the Town & BOE maintenance staff to maintain over the contract term.

6.2. Review any preliminary project and ECM cost estimates to ensure reasonableness.

6.3. Facilitate appropriate discussions regarding inclusion of proposed ECMs and projected savings as part of the overall proposed Program. Make sure discussions include all ECMs being evaluated, intended to be evaluated or determined by ESCo to not be cost effective - so that Tolland can be the ultimate decision maker on which ECMs to be included for further evaluation and ultimate inclusion in final overall Project.

6.4. Discussions and review to also include the key economic and cash flow assumptions being utilized by ESCO for total Project Program such as contract term, escalation rates, financing rate, payment methods, etc.

7. Review 90% Draft IGA

7.1. Celtic Energy will conduct a detailed analysis of the report; prepare a list of questions, and clarifications for the ESCO to address. We will also review the Town and BOE's comments, and combine them with CEI's to submit to the ESCO. We will follow-up with the ESCO until all of the questions have been answered to the satisfaction of CEI and Tolland.

7.1.1. If the ESCO is utilizing a computer energy simulation model, CEI will independently re-run the energy models to ensure they are being constructed and utilized properly to depict the proposed ECM intent/scope of work and facility's proposed energy usage and costs (and associated savings). This task is unique to CEI in an Owner's Representative role, and has been immensely useful in uncovering mistakes in savings estimates, providing Tolland with tremendous value.

7.1.2. CEI will evaluate the risk and cost of the performance measurement strategies and detailed project specific M&V Plan according to the methodology described in the M&V Guidelines.

7.1.3. CEI will also perform a detailed review of each component of the IGA including ECM price buildup and reasonableness, commissioning plans, training plans, etc.

7.1.4. Review project cost buildup for accuracy and compliance with RFP. This includes a thorough analysis of the whole project cost proforma, from reasonableness of subcontractor costs, proper application of expected and negotiated design, commissioning, and training fees, as well as markups. CEI has developed proprietary tools that can automatically check an ESCO's IGA costs against those in the RFP response, and illustrate important differences.

8. Final IGA Review: Once the Final IGA is submitted, Celtic Energy will conduct a brief analysis of the report to ensure all questions and clarifications from the Drafts were addressed.

9. Assist Tolland negotiate and execute the Energy Services Agreement (ESA) and secure necessary approvals.

9.1. Assist Tolland in final price and contract negotiations with ESCO

9.2. Review proposed ESA; assist in making any final changes, including review of Schedules to ensure consistency with final IGA.

9.3. Participate in conference calls regarding preparation of documents for Board of Selectmen and Board of Education's review and approval.

9.4. Assist Town and BOE staffs prepare briefing documents to secure approval of the Board of Education and Board of Selectmen.

This point is a natural break in the ESPC project process. If Tolland does not proceed to contract with the ESCO, our services would end at this point. The following services will

be considered optional. If Tolland does move forward with a successful IGA to implementation, the following services can be added to our existing contract.

10. Engineering and Economic Analysis, Reviews or Inspections during project design and construction phases.

10.1. CEI will provide supporting quality assurance (QA) services during the project design phase as well as general project oversight services during construction to ensure that the project is designed and built as desired by the Town and BOE. CEI will carefully review the submittals of designs, equipment and performance specifications and installation plans to ensure compliance with the ESCO IGA and the ESA.

10.2. CEI will assist Tolland in developing an agenda for the Post-Award conference. The objectives will be to establish roles, responsibilities, expectations, timelines, and communication and site access protocols and the submittal review process. At the Post-Award Conference, CEI will ensure that proper arrangements have been made for regular inspections, commissioning, testing and balancing, training, acceptance criteria, operations and maintenance requirements; and that measurement and verification guidelines are met. CEI will assist the Town and BOE in the development of the format for construction reports such as; progress reports, inspection reports, commissioning and test and balance reports, acceptance reports and punch-lists specifically related to performance contracting issues during the construction process.

10.3. CEI will also review any M&V activities to be performed by the ESCO during the construction period to ensure in compliance with the contract M&V Plan.

11. Project Acceptance and Measurement & Verification of Energy Savings

11.1. Upon notification from the ESCO that all ECMs are installed and the project is completed, CEI will assist Tolland in performing the final verification inspection of the equipment, to ensure compliance with the final M&V plan. During the first year of operation, CEI will review the first Post-Installation M&V Report to ensure that the energy savings persist or if there are issues that they are identified early on for resolution, before submission of the first Annual M&V Report.

Additional M&V Services: CEI is also proposing to assist Tolland with post project implementation annual reviews of the ESCO's M&V Reports ,with baseline adjustments (if warranted), or with other performance contract issue for the term, up to 20 years, of the contract period, in addition to our base services. However, since we are unsure of the full scope of the work at this point, we propose to provide Tolland with a separate fee proposal towards the end of the IGA development phase, when we understand the final composition of the ECMs and M&V Plans in effect at the time. This method will protect

both Tolland and Celtic Energy from over or underestimating the value of these important services at this early stage of the project.

Fees and Logistics

We have developed our fee based on the expected scope of work resulting from the number and size of buildings included, and our experience with similar ESPC programs. For Municipal projects like this, we typically set our fee equivalent to about 2% of the estimated project costs, or $60,000 (2% of an estimated $3 million total project). Celtic Energy shall be compensated on a fixed fee basis, including expenses.

This fee is segmented into two distinct phases: 2a and 2b. The fee for Phase 2a section of the Performance Contract process will be $45,000. At the request of the Town of Tolland, this fee has been separated into two distinct payments; the first $15,000 is the deferred cost from our Phase 1 services. The remainder of the fee, $30,000 is for Phase 2a (Tasks 1-9) where we will provide technical consultation services through the delivery of the full IGA, inclusive of all preparatory, and review functions associated with the work scope.

Phase 2b (Tasks 10-11) provides a natural break in that if Tolland wished not to pursue installation of the recommended work scope, follow-on services would no longer be required. The fee for Phase 2b, which is inclusive of all Post-IGA Acceptance Services equals $30,000. Celtic Energy will postpone this payment until Tolland agrees to move forward with the project and receives financing. After combining this amount with the Phase 2a fee of $45,000, the final fee will be $75,000. *At the execution of the ESA, the final contract cost can be used to adjust our price for the "Task 12 - Additional M&V Services".*

Phase 2a:	
Deferred Payment from Phase 1:	**$ 15,000**
Scope Item 1:	**$ 5,000**
Scope Item 2-9:	**$ 25,000**
Subtotal	**$ 45,000**
*Phase 2b:	
Scope Items 10-11:	**$ 30,000**
Phase 2 Totals:	**$ 75,000**

**Amount deferred until Tolland moves forward with the project and receives financing.*

We believe that this fee is a fair and equitable amount for the technical expertise and qualified services CEI will provide to Tolland as it pursues its first comprehensive energy and water conservation performance contract.

CEI consulting fees shall be billed monthly, based upon completed tasks, and will be due within 30 days.

If you have any questions or comments, please call me at your earliest convenience. If this proposal meets your requirements as described herein, please issue a Purchase Order or consulting agreement, and send a copy to me, along with the initial payment. Thank you and the rest of the Tolland selection team for selecting Celtic Energy, and we will continue to work very hard to exceed your expectations.

Best Regards,

Christopher F. Halpin

Christopher F. Halpin, PE, CEM, CMVP, LEED
President

CC: Beverly Bellody (Tolland)
Paul Popinchalk (CEI)
David Tine (CEI)
Agostino Dell'Oso (CEI)
Christopher White (Tolland)

TO: **Members of the Board of Education**

FROM: **William D. Guzman**
Jane A. Neel

DATE: **December 12, 2012**

SUBJECT: **Status of the Budget – November 30, 2012**

In accordance with Board of Education Policy 3010, attached please find the status report of the budget for fiscal year 2012-13 as of November 30, 2012.

The budget for fiscal year 2012-13 is $35,702,228. The current adjusted budget is $35,702,228.

As of November 30, 2012, expenditures and encumbrances total $34,846,134 leaving an unexpended balance in the amount of $856,094.

The difference in the unexpended balance since the October 18, 2012 budget projection is $745,973. The largest portion in the difference of the unexpended balance since the last projection to the Board is in the following programs:

Special Services (131)	$641,857
Maintenance (662)	46,641
Sundry other accounts	57,475
	$745,973

The $641,857 is the Special Services program (131) represents tuition payments for students with special needs placed in CREC programs. The $46,641 expenditures in the Maintenance program (662) represents encumbrances and/or purchases such as contracted services for HVAC maintenance, fire alarm inspections, contracted services for pest control, waste disposal, etc.

The review of the utilities budget (Program 663) is on-going by the energy manager. At this time no adjustments have been made to the accounts. Although November has been colder that the average for the month, it is too early to determine the impact on this program.

In accordance with Board Policy 3060, an authorization is requested for the following transfer of funds:

From	Amount	To	Amount
Building Operations (181)	($60,850)	Certified Regular Education Freshmen Boys Basketball Program	$3,028
		Board of Education (791) Tolland Newsletter, CABE Workshops, Safety Officials increase	$11,500
		Systemwide Services (188) Educational Technology Position	$38,292
		Staff Services (177)	$8,030

TOLLAND PUBLIC SCHOOLS
Business Services
November 30, 2012
Fiscal Year 2012-13 Expenditure Report

Program #	Program Description	Original Budget	Budget Transfers	Adjusted Budget	Expenses/ Encumbrances Y - T - D	November Budget Transfers	Balance	%
101	Language Arts	$ 97,960	$ (178)	$ 97,782	$ 67,727	$ -	$ 30,055	30.7%
102	Math	$ 41,263	$ 178	$ 41,441	$ 31,966	$ -	$ 9,475	22.9%
103	Social Studies	$ 18,918	$ (2,095)	$ 16,823	$ 9,283	$ -	$ 7,540	44.8%
104	Science	$ 73,525	$ (1,665)	$ 71,860	$ 33,863	$ -	$ 37,997	52.9%
105	Art	$ 28,992	$ -	$ 28,992	$ 24,135	$ -	$ 4,857	16.8%
106	Music	$ 19,804	$ -	$ 19,804	$ 15,313	$ -	$ 4,491	22.7%
107	Physical Education	$ 13,238	$ -	$ 13,238	$ 11,303	$ -	$ 1,935	14.6%
108	World Language	$ 11,268	$ -	$ 11,268	$ 8,176	$ -	$ 3,092	27.4%
109	Family and Consumer Science	$ 14,917	$ -	$ 14,917	$ 14,332	$ -	$ 585	3.9%
110	Technology Education	$ 36,678	$ -	$ 36,678	$ 32,117	$ -	$ 4,561	12.4%
111	Business Education	$ 6,472	$ -	$ 6,472	$ 6,947	$ -	$ (475)	-7.3%
112	Computer Education	$ 10,083	$ -	$ 10,083	$ 5,242	$ -	$ 4,841	48.0%
114	Skills for Adolescence	$ -	$ -	$ -	$ -	$ -	$ -	100.0%
115	TALC	$ 1,240	$ -	$ 1,240	$ 898	$ -	$ 342	27.6%
131	Special Services	$ 2,291,201	$ -	$ 2,291,201	$ 2,087,433	$ -	$ 203,768	8.9%
132	Special Education	$ 88,051	$ 6,680	$ 94,731	$ 88,926	$ -	$ 5,805	6.1%
133	Interdistrict Programs	$ 146,038	$ -	$ 146,038	$ 35,068	$ -	$ 110,970	76.0%
134	Student Athletics	$ 153,677	$ -	$ 153,677	$ 111,314	$ -	$ 42,363	27.6%
136	Student Activities	$ 23,787	$ -	$ 23,787	$ 17,124	$ -	$ 6,663	28.0%
142	Guidance Services	$ 9,948	$ (984)	$ 8,964	$ 4,645	$ -	$ 4,319	48.2%
144	Nursing	$ 16,561	$ -	$ 16,561	$ 15,732	$ -	$ 829	5.0%
145	Library	$ 16,475	$ -	$ 16,475	$ 14,274	$ -	$ 2,201	13.4%
146	Audiovisual	$ 3,614	$ -	$ 3,614	$ 2,696	$ -	$ 918	25.4%
710	Principals' Office	$ 130,446	$ (1,875)	$ 128,571	$ 71,277	$ -	$ 57,294	44.6%
701	Transportation	$ 2,317,868	$ -	$ 2,317,868	$ 2,339,522	$ -	$ (21,654)	-0.9%
755	Superintendent's Office	$ 18,924	$ 6,035	$ 24,959	$ 17,854	$ -	$ 7,105	28.5%
756	Business Office	$ 191,953	$ -	$ 191,953	$ 171,799	$ -	$ 20,154	10.5%
757	Technology Services	$ 215,116	$ -	$ 215,116	$ 169,318	$ -	$ 45,798	21.3%
661	Custodial Services	$ 219,364	$ -	$ 219,364	$ 191,321	$ -	$ 28,043	12.8%
667	Comm/Ins	$ 195,297	$ -	$ 195,297	$ 199,161	$ -	$ (3,864)	-2.0%
663	Utilities-Energy Mgt	$ 1,383,344	$ -	$ 1,383,344	$ 1,342,926	$ -	$ 40,418	2.9%
666	Energy Management	$ 6,360	$ -	$ 6,360	$ 6,655	$ -	$ (295)	-4.6%
662	Maintenance	$ 379,772	$ -	$ 379,772	$ 237,953	$ -	$ 141,819	37.3%
770	Prog/Prof Development	$ 67,163	$ 584	$ 67,747	$ 33,148	$ -	$ 34,599	51.1%
790	Adult Education	$ 30,269	$ -	$ 30,269	$ 30,267	$ -	$ 2	0.0%
791	Board of Education	$ 75,921	$ 11,500	$ 87,421	$ 87,773	$ -	$ (352)	-0.4%
xxx	**Program Total**	$ 8,355,507	$ 18,180	$ 8,373,687	$ 7,537,488	$ -	$ 836,199	10.0%

TOLLAND PUBLIC SCHOOLS
Business Services
November 30, 2012
Fiscal Year 2012-13 Expenditure Report

Program #	Program Description	Original Budget	Budget Transfers	Adjusted Budget	Expenses/ Encumbrances Y - T - D	November Budget Transfers	Balance	%
177	Staff Services - Other	$ 1,141,474	$ 6,529	$ 1,148,003	$ 1,360,663	$ 8,030	$ (204,630)	-17.8%
177	Staff Services - Health Insurance	$ 4,592,232	$ -	$ 4,592,232	$ 4,332,990	$ -	$ 259,242	5.6%
178	Certified Regular Ed	$ 13,044,049	$ 3,028	$ 13,047,077	$ 13,083,011	$ -	$ (35,934)	-0.3%
179	Certified Special Ed	$ 2,732,975	$ -	$ 2,732,975	$ 2,698,906	$ -	$ 34,069	1.2%
180	Non-Certified	$ 1,212,738	$ -	$ 1,212,738	$ 1,287,873	$ -	$ (75,135)	-6.2%
181	Building Operations	$ 902,310	$ (14,528)	$ 887,782	$ 819,687	$ (46,322)	$ 21,773	2.5%
182	Building Maintenance	$ 176,911	$ -	$ 176,911	$ 170,861	$ -	$ 6,050	3.4%
183	BOE Clerk	$ 1,095	$ 2,037	$ 3,132	$ 3,352	$ 220	$ -	0.0%
184	Business Services	$ 292,814	$ -	$ 292,814	$ 292,729	$ -	$ 85	0.0%
185	Superintendent's Office	$ 274,641	$ (3,290)	$ 271,351	$ 271,351	$ -	$ -	0.0%
186	Principals' Office	$ 1,525,238	$ (5,276)	$ 1,519,962	$ 1,510,940	$ (220)	$ 8,802	0.6%
187	Substitutes	$ 364,736	$ -	$ 364,736	$ 364,736	$ -	$ -	0.0%
188	Systemwide Services	$ 1,085,508	$ (6,680)	$ 1,078,828	$ 1,111,547	$ 38,292	$ 5,573	0.5%
xxx	**Personnel Total**	$ 27,346,721	$ (18,180)	$ 27,328,541	$ 27,308,646	$ -	$ 19,895	0.1%
xxx	**Original Appropriation Total**	$ 35,702,228	$ -	$ 35,702,228	$ 34,846,134	$ -	$ 856,094	2.4%
	Additional Appropriations:							
179	Medicaid Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
xxx	**Addt'l Appropriations Total**	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
xxx	**Grand Total**	$ 35,702,228	$ -	$ 35,702,228	$ 34,846,134	$ -	$ 856,094	2.4%

TO: **Members of Board of Education**

FROM: **William D. Guzman**

DATE: **December 12, 2012**

SUBJECT: **Board Policy 6012 – Personal Technology**

Attached please find the above referenced Board Policy.

This Policy was reviewed by the Policy Committee on November 14, 2012 and was presented at the November 28, 2012 meeting of the Board for a first reading.

Board Policy 6012 is a new policy and the language is in caps and bolded.

The Administration recommends approval.

WDG:ca

TOLLAND PUBLIC SCHOOLS
Tolland, Connecticut

BOARD POLICY REGARDING: **PERSONAL TECHNOLOGY**

Number: 6012
Instruction

APPROVED:

IT IS THE POLICY OF THE TOLLAND BOARD OF EDUCATION TO PERMIT ACCESS BY STUDENTS AND EMPLOYEES USING PRIVATELY OWNED ELECTRONIC DEVICES TO THE DISTRICT'S COMPUTERS, DISTRICT ISSUED PERSONAL DATA DEVICES (INCLUDING SMARTPHONES, BLACKBERRIES, PDAS, SMARTPHONES, OTHER MOBILE OR HANDHELD DEVICES) AND INSTRUCTIONAL TECHNOLOGIES; COMMUNICATIONS AND DATA MANAGEMENT SYSTEMS; INFORMATIONAL TECHNOLOGIES AND THE INTERNET; AND A VARIETY OF OTHER TECHNOLOGY RESOURCES (COLLECTIVELY THE "DISTRICT TECHNOLOGY RESOURCES") IN ORDER TO PROMOTE EDUCATIONAL EXCELLENCE. WHILE THE DISTRICT INTENDS TO PERMIT SUCH BROAD ACCESS, THE DISTRICT'S TECHNOLOGY RESOURCES HAVE NOT BEEN ESTABLISHED AS A PUBLIC ACCESS SERVICE OR AS A PUBLIC FORUM. ADDITIONALLY, IT IS THE EXPECTATION OF THE BOARD OF EDUCATION THAT STUDENTS AND EMPLOYEES WHO ACCESS THESE RESOURCES WHILE USING PERSONAL ELECTRONIC DEVICES WILL ACT AT ALL TIMES IN RESPONSIBLE AND ETHICAL WAYS THAT ARE FULLY IN ACCORD WITH THE COMPUTER USE POLICY AND OTHER APPLICABLE POLICIES AND WITH ALL LOCAL, STATE, AND FEDERAL LAWS.

THE DISTRICT WILL WORK TOGETHER WITH THE PARENTS OR GUARDIANS OF STUDENTS TO EDUCATE STUDENTS ABOUT THE DISTRICT'S EXPECTATION THAT ALL STUDENTS WILL ACT RESPONSIBLY AND ETHICALLY WHEN ACCESSING AND USING DISTRICT TECHNOLOGY RESOURCES, INCLUDING TIMES WHEN ACCESS IS ACHIEVED THROUGH THE USE OF PERSONAL TECHNOLOGY. SINCE STUDENTS ARE ABLE TO ACCESS THE DISTRICT'S TECHNOLOGY RESOURCES NOT ONLY FROM DISTRICT COMPUTERS, BUT ALSO FROM PRIVATELY-OWNED ELECTRONIC DEVICES, IT IS IMPORTANT FOR EACH STUDENT TO HAVE THE OPPORTUNITY TO LEARN ABOUT HIS/HER RIGHTS, RESPONSIBILITIES, AND DUTIES WHEN USING PERSONAL ELECTRONIC DEVICES TO ACCESS DISTRICT TECHNOLOGY RESOURCES. THROUGH VARIOUS MEANS, INCLUDING THE DISSEMINATION OF THE

STUDENT HANDBOOK, THE DISTRIBUTION OF THE COMPUTER USE POLICY AND ITS REGULATIONS, AND/OR THROUGH CURRICULAR EFFORTS, THE DISTRICT WILL INFORM STUDENTS OF THE APPLICABLE EXPECTATIONS REGARDING ACCESS TO THE DISTRICT'S TECHNOLOGY RESOURCES WHEN USING PERSONAL ELECTRONIC DEVICES ON OR NEAR SCHOOL PROPERTY, AT HOME, IN SCHOOL VEHICLES AND BUSSES, OR AT SCHOOL-SPONSORED ACTIVITIES.

THE DISTRICT'S TECHNOLOGY RESOURCES SHALL ONLY BE USED TO ACCESS EDUCATIONAL INFORMATION AND TO PROMOTE LEARNING ACTIVITIES BOTH AT HOME AND AT SCHOOL. THE DISTRICT CONSIDERS ACCESS TO ITS TECHNOLOGY RESOURCES TO BE A PRIVILEGE AND NOT A RIGHT. STAFF AND STUDENTS ARE EXPECTED TO MAKE RESPONSIBLE AND ETHICAL DECISIONS AT ALL TIMES WHEN USING THE DISTRICT'S TECHNOLOGY RESOURCES. FAILURE TO DO SO WILL RESULT IN THE CONSEQUENCES FULLY OUTLINED IN THE APPLICABLE TECHNOLOGY AND DISCIPLINE POLICIES.

DEFINITIONS

DISTRICT TECHNOLOGY RESOURCES:

FOR THE PURPOSES OF THIS POLICY, "DISTRICT TECHNOLOGY RESOURCES" REFERS TO DISTRICT'S COMPUTERS, DISTRICT ISSUED PERSONAL DATA DEVICES (INCLUDING SMARTPHONES, BLACKBERRIES, PDAS, OTHER MOBILE OR HANDHELD DEVICES) AND INSTRUCTIONAL TECHNOLOGIES; COMMUNICATIONS AND DATA MANAGEMENT SYSTEMS; INFORMATIONAL TECHNOLOGIES AND THE INTERNET; AND A VARIETY OF OTHER TECHNOLOGY RESOURCES IN ORDER TO PROMOTE EDUCATIONAL EXCELLENCE.

EMPLOYEE:

FOR THE PURPOSES OF THIS POLICY, THE TERM "EMPLOYEE" SHALL BE DEEMED TO INCLUDE CONTRACTORS, VOLUNTEERS, BOARD OF EDUCATION MEMBERS, THIRD PARTIES AND OTHER NON-STUDENT MEMBERS OF THE SCHOOL COMMUNITY.

PERSONAL TECHNOLOGY

FOR THE PURPOSES OF THIS POLICY, "PERSONAL TECHNOLOGY" REFERS TO PRIVATELY OWNED WIRELESS AND/OR PORTABLE ELECTRONIC HAND-HELD EQUIPMENT THAT CAN BE USED FOR WORD PROCESSING, WIRELESS INTERNET ACCESS, IMAGE CAPTURE AND RECORDING, SOUND RECORDING, INFORMATION TRANSMITTING AND/OR RECEIVING, STORING, ETC. THESE DEVICES MAY INCLUDE, BUT ARE NOT LIMITED TO, PERSONAL LAPTOPS,

SMARTPHONES, NETWORK ACCESS DEVICES, AND OTHER ELECTRONIC SIGNALING DEVICES.

PERSONAL TECHNOLOGY SECURITY

RESPONSIBILITY FOR KEEPING PERSONAL TECHNOLOGY SECURE RESTS WITH THE INDIVIDUAL OWNER. IF PERSONAL TECHNOLOGY IS STOLEN, LOST, OR DAMAGED, IT WILL BE HANDLED THROUGH THE ADMINISTRATIVE OFFICE SIMILAR TO HOW OTHER STOLEN OR DAMAGED PERSONAL ARTIFACTS ARE HANDLED. STAFF, STUDENTS, AND PARENTS SHOULD BE AWARE THAT THE DISTRICT IS NOT LIABLE FOR ANY PERSONAL TECHNOLOGY THAT IS STOLEN, LOST, OR DAMAGED. STUDENTS SHOULD NOT SHARE THEIR PERSONAL TECHNOLOGY WITH OTHER STUDENTS AT ANY TIME.

DISTRICT TECHNOLOGY RESOURCES/DAMAGES

VIRTUAL OR PHYSICAL VANDALISM SHALL NOT BE TOLERATED. ANY INTENTIONAL ACT BY A USER OF THE DISTRICT'S TECHNOLOGY RESOURCES THAT DAMAGES, OR INTERFERES WITH THE PERFORMANCE OF DISTRICT HARDWARE, SOFTWARE, OPERATING SYSTEMS, OR COMMUNICATION AND DATA MANAGEMENT SYSTEMS WILL BE CONSIDERED VANDALISM AND WILL BE SUBJECT TO DISCIPLINE AND/OR APPROPRIATE CRIMINAL OR CIVIL ACTION.

PROTOCOLS FOR USING PERSONAL TECHNOLOGY

STUDENTS AND EMPLOYEES MUST ABIDE BY ALL SPECIFIC PROTOCOLS OUTLINED IN THIS POLICY AND ALL OTHER TECHNOLOGY POLICIES AND APPLICABLE REGULATIONS. STUDENTS AND EMPLOYEES WILL BE GIVEN SPECIFIC INFORMATION FOR LOG-ON AND ACCESS PROCEDURES USING SCHOOL ACCOUNTS. NO USER MAY DEVIATE FROM THESE LOG-ON/ACCESS PROCEDURES. *STUDENTS AND EMPLOYEES ARE ADVISED THAT THE DISTRICT'S NETWORK ADMINISTRATORS HAVE THE CAPABILITY TO IDENTIFY USERS AND TO MONITOR ALL PERSONAL TECHNOLOGY WHILE THEY ARE LOGGED ON TO THE NETWORK.* USERS MUST UNDERSTAND THAT THE DISTRICT HAS RESERVED THE RIGHT TO CONDUCT MONITORING OF DISTRICT TECHNOLOGY RESOURCES AND CAN DO SO *DESPITE* THE ASSIGNMENT TO INDIVIDUAL USERS OF PASSWORDS FOR SYSTEM SECURITY. ANY PASSWORD SYSTEMS IMPLEMENTED BY THE DISTRICT ARE DESIGNED SOLELY TO PROVIDE SYSTEM SECURITY FROM UNAUTHORIZED USERS, NOT TO PROVIDE PRIVACY TO THE INDIVIDUAL SYSTEM USER. *THE SYSTEM'S SECURITY ASPECTS, MESSAGE DELETE FUNCTION AND PERSONAL PASSWORDS CAN BE BYPASSED FOR MONITORING PURPOSES. THEREFORE, USERS MUST BE AWARE THAT THEY SHOULD NOT HAVE ANY EXPECTATION OF PERSONAL PRIVACY IN THE USE OF PERSONAL TECHNOLOGY TO ACCESS DISTRICT TECHNOLOGY RESOURCES.* THIS PROVISION APPLIES TO ANY AND

ALL USES OF THE DISTRICT'S TECHNOLOGY RESOURCES AND DISTRICT OR PERSONAL ELECTRONIC DEVICES THAT ACCESS SAME.

DISCIPLINARY ACTION

MISUSE OF THE DISTRICT'S TECHNOLOGY RESOURCES AND/OR THE USE OF PERSONAL TECHNOLOGY TO ACCESS OR UTILIZE THE DISTRICT'S TECHNOLOGY RESOURCES IN AN INAPPROPRIATE MANNER WILL NOT BE TOLERATED AND WILL RESULT IN DISCIPLINARY ACTION.

FOR STAFF MEMBERS, SUCH MISUSE MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION OF EMPLOYMENT. AS NO TWO SITUATIONS ARE IDENTICAL, THE BOARD RESERVES THE RIGHT TO DETERMINE THE APPROPRIATE DISCIPLINE FOR ANY PARTICULAR SET OF CIRCUMSTANCES.

FOR STUDENTS, MISUSE MAY RESULT IN LOSS OF ACCESS PRIVILEGES, A PROHIBITION ON THE USE AND/OR POSSESSION OF PERSONAL TECHNOLOGY ON SCHOOL PROPERTY, AND/OR SUSPENSION OR EXPULSION IN ACCORDANCE WITH THE BOARD'S POLICIES RELATED TO STUDENT DISCIPLINE.

FOR OTHER MEMBERS OF THE SCHOOL COMMUNITY, MISUSE MAY RESULT IN LOSS OF ACCESS PRIVILEGES, A PROHIBITION ON THE USE AND/OR POSSESSION OF PERSONAL TECHNOLOGY ON SCHOOL PROPERTY, REFERRAL TO THE LOCAL POLICE, OR OTHER APPROPRIATE CONSEQUENCES AS BEFIT THE SPECIFIC SITUATION.

LEGAL REFERENCES:

CONN. GEN. STAT. § 31-48D
CONN. GEN. STAT. §§ 53A-182; 53A-183; 53A-250
ELECTRONIC COMMUNICATION PRIVACY ACT, 28 U.S.C. §§ 2510 THROUGH 2520

TO: **Members of Board of Education**

FROM: **William D. Guzman**

DATE: **December 12, 2012**

SUBJECT: **Energy Services Company (ESCO) - Honeywell Proposal**

At the Joint Meeting of the Town Council and the Board of Education held on Thursday, November 8, 2012, Honeywell Building Solutions presented its proposal (see attached) for the energy savings performance contract.

After an extensive interview process involving town staff as well as members of the energy task force, Honeywell Building Solutions has been recommended as the ESCO. Honeywell, if hired, will over the next several months perform an investment grade audit of all Town and Board buildings and facilities , further define the Town and Board short and long term goals, identify options for energy sources, present a plan to help alleviate future capital needs and work to develop financing alternatives for implementation. All costs for the project will be wrapped into the financing plan should the Town and Board move forward with the energy improvements recommended.

However, should the decision be made after the audit not to proceed with the recommended work then the Town and Board on a prorated basis will be required to pay Honeywell $32,000 for work performed in the audit process.

Town Attorney Richard Conti has reviewed the contract with Honeywell and the attached contract includes his recommended changes.

The Administration recommends that the Board authorize the Superintendent to enter into a contract with the Honeywell International, Inc. for an Investment Grade Audit and Project Proposal.

WDG:ca

INVESTMENT GRADE AUDIT & PROJECT PROPOSAL CONTRACT

This Investment Grade Audit & Project Proposal Contract (the "Contract") is made and entered into as of December ____, 2012, between Honeywell International Inc. ("HONEYWELL" or "ESCO"), a Delaware Corporation, acting through its Automation and Control Solutions business unit, having its principal offices at 101 Columbia Road, Morristown, New Jersey 07962-1057;~~,~~ ~~and~~ The Town of Tolland ~~hereinafter referred to as~~ ("Tolland~~The Town~~"), a municipal corporation with an address of 21 Tolland Green, Tolland, CT 06108; and the Board of Education of the Town of Tolland ("Board"), a Board of Education with an address of 51 Tolland Green, Tolland, CT 06084 (the Town and the Board are hereinafter collectively referred to as "Town").

W I T N E S S E T H

WHEREAS, Authority exists in the law for~~of~~ the Town to enter into this contract, and funds have been budgeted, appropriated and otherwise made available; a sufficient unencumbered balance thereof remains available for payment; and the required approval, clearance and coordination have been accomplished from and with appropriate agencies.

WHEREAS, ESCO is a company with experience and technical and management capabilities to provide for the discovery, engineering, procurement, installation, financing, savings guarantee, maintenance and monitoring of energy and water saving measures at facilities similar in size, function and system type to the Town's facilities; and

WHEREAS, ESCO has submitted an ESCO Response, in response to the Town's Request for Proposals ("RFP"), pertaining to the discovery, engineering, procurement, installation, financing, savings guarantee, maintenance and monitoring of energy and water saving measures at Town's facilities; and

WHEREAS, the Town has selected ESCO to provide the services described herein; and

WHEREAS, the Town desires to enter into a Contract to have ESCO perform an **Investment Grade Audit and Project Proposal** to determine the feasibility of entering into an **Energy Savings Performance Contract** to provide for installation and implementation of energy and water saving measures at the Town's facilities.

WHEREAS, if energy and water saving measures are determined to be feasible, and if the amount of savings can be reasonably sufficient to cover all costs, as defined herein, associated with an Energy Savings Performance Contracting project, the parties may ~~to~~ negotiate an Energy Savings Performance Contract under which the ESCO would design, procure, install, implement, maintain and monitor such energy and water saving measures. However, this intent does not commit the Town to entering into such Energy Savings Performance Contract.

WHEREAS, provided the Town pays for the audit services, and otherwise is not in breach of this agreement, the Town shall have the right in its sole discretion to use the draft and final investment grade audit reports for its purposes regardless of whether the Town enters into an Energy Savings Performance Contract. Furthermore, the Town shall have the right to proceed with as many of the audit recommendations as it may deem appropriate, or not at all,

THEREFORE, the parties agree as follows:

1. Investment Grade Audit and Project Proposal Contract

ESCO agrees to perform an Investment Grade Audit in accordance with the Scope of Work described below. ESCO agrees to complete the Investment Grade Audit and tender to the Town a ~~final~~ report within 130 calendar days from the execution of this Contract. The Town and its consultant, Celtic Energy, Inc. shall have a reasonable period of time to review and comment upon the report and when the Town's and Celtic's comments and questions are addressed to the reasonable satisfaction of the Town, the report shall become final. While not limited to these reviews, Celtic shall comment at least when the report when it is approximately 30%, 60%, 90% and complete draft phases. Once the report becomes final,, the Town shall issue the Notice of Acceptance (Exhibit B: Notice of Acceptance of Investment Grade Audit Report).

The Town agrees to assist the ESCO in performing the Investment Grade Audit in accordance with the Scope of Work described below. The Town agrees to work diligently to provide full and accurate information. ESCO agrees to work diligently to assess validity of information provided and to confirm or correct the information as needed. The parties contemplate that this will be an iterative process. ~~and that the Town will have a reasonable amount of time to review and determine acceptance before issuing the **Notice of Acceptance (Exhibit B: Notice of Acceptance of Investment Grade Audit Report).**~~

ESCO agrees to offer an **Energy Savings Performance Contract Proposal** with a package of energy and water saving measures and with details as specified in the Scope of Work below.

2. Compensation to ESCO

ESCO shall be compensated as follows:

a. **Basis and Maximum Amount.** Except as provided for in **Subsections 2(b)or 2(c)** below, within 130 days after the Town's receipt of the final **Investment Grade Audit and Project Proposal Contract**, the Town shall pay to ESCO a sum not to exceed Thirty Two Thousand Dollars ($ 32,000.00) at a cost of $0.05 per square foot of audited square-footage, as per **Exhibit D: Cost and Pricing for IGA Development**. The Town shall only pay for square-footage actually audited. Areas deemed by ESCO not to be audited will not be charged to the Town.

b. **Payment through Performance Contract.** The Town shall have no payment obligations under this contract provided that ESCO and the Town execute an Energy Savings Performance Contract within 130~~120~~ days , after issuance of the **Notice of Acceptance (Exhibit B: Notice of Acceptance of Investment Grade Audit Report)** of the final **Investment Grade Audit and Project Proposal Contract**, but the fee indicated above shall be incorporated into ESCO's project costs in the Energy Savings Performance Contract and paid through the Energy Savings Performance Contract funding mechanisms.

c. **Project With Insufficient Savings.** The Town shall have no payment obligations under this Contract in the event that ESCO's final **Investment Grade Audit and Project Proposal Contract** does not contain a package of energy and water saving measures which, if implemented and as meeting terms of **Exhibit A: Scope of Work, (b) Guidelines and Requirements**, will provide the Town with cash savings sufficient to fund the Town's payments of all costs and fees associated with the Energy Savings Performance Contract, including 1) the fee associated with the Investment Grade Audit, 2) all monthly payments on a lease purchase agreement to finance the measures, 3) any annual fees for monitoring and maintenance incurred by the ESCO. Should the ESCO determine at any time during the Investment Grade Audit that savings cannot be attained to meet these terms, the

Investment Grade Audit will be terminated by written notice by the ESCO to the Town. In this event this Contract shall be cancelled and the Town shall have no obligation to pay, in whole or in part, the amount specified in this **Section 2(a)**.

3. Scope of Work

The Investment Grade Audit and Energy Performance Proposal Contract shall be performed as described in **Exhibit A: Scope of Work**.

4. Termination

This Contract may be terminated at any time as described below by:

a. <u>Termination for Default/Cause</u>

1) Default.
If the ESCO refuses or fails to timely perform any of the provisions of this contract, with such diligence as will ensure its completion within the time specified in this contract, the Town may notify the ESCO in writing of the non-performance, and if not promptly corrected within the time specified, may terminate the ESCO's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

2) ESCO's Duties
Notwithstanding termination of the contract and subject to any directions from the Town, the ESCO shall take timely, reasonable and necessary action to protect and preserve property in the possession of the ESCO in which the Town has an interest.

3) Compensation
Payment for completed services delivered and accepted by the Town shall be at the contract price. The Town may withhold amounts due to the ESCO as it reasonably deems to be necessary to protect the Town against loss because of outstanding liens or claims of former lien holders and to reimburse the Town for the excess costs incurred in procuring similar goods and services.

4) Excuse for Nonperformance or Delayed Performance
The ESCO shall not be in default by reason of any failure in performance of this contract in accordance with its terms if such failure arises out of acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. Upon request of the ESCO, the Town shall ascertain the facts and extent of such failure, and, if the Town reasonably determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the ESCO's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the Town.

5) Erroneous Termination for Default
If after notice of termination of the ESCO's right to proceed under the provisions of this clause, it is determined for any reason that the ESCO was not in default under the provisions of this clause, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

b. Termination for Convenience

1) Termination
The Town may, when the interests of the Town so require, terminate this contract in whole or in part, for the convenience of the Town . The Town shall give written notice of the termination to the ESCO specifying the part of the contract terminated and when termination becomes effective. This in no way implies that the Town has breached the contract by exercise of the Termination for Convenience Clause.

2) ESCO's Obligations

The ESCO shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the ESCO will stop work to the extent specified. The ESCO shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The ESCO shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Town may direct the ESCO to assign the ESCO's right, title, and interest under terminated orders or subcontracts to the Town. The ESCO must still complete and deliver to the Town the work not terminated by the Notice of Termination and may incur obligations as are necessary to do so.

3) Compensation
   - **a)** The ESCO shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data bearing on such claim. If the ESCO fails to file a termination claim within 90 days from the effective date of termination, the Town may pay the ESCO, if at all, an amount set in accordance with subparagraph C of this Section.
   - **b)** The Town and the ESCO may agree to a settlement provided the ESCO has filed a termination claim supported by cost or pricing data and that the settlement does not exceed the total contract price plus settlement costs, reduced by payments previously made by the Town, the proceeds of any sales of supplies and manufactured materials made under agreement, and the contract price of the work not terminated.
   - **c)** Absent complete agreement, under subparagraph B of this Section, the Town shall pay the ESCO the following amounts, provided the payments agreed to under subparagraph B shall not duplicate payments under this subparagraph:
     - **(1)** Contract prices for supplies or services accepted under the contract;
     - **(2)** Costs incurred in preparing to perform the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid to or to be paid for accepted supplies or services; provided, however, that if it appears that the ESCO would have been sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss.
     - **(3)** Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to the ESCO's obligations paragraph of this clause. These costs must not include costs paid in accordance with subparagraph B of this Section.
     - **(4)** The reasonable settlement costs of the ESCO including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the terminated portion of this contract.
     - **(5)** The total sum to be paid the ESCO under this subparagraph C shall not exceed the total contract price plus settlement costs, reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph B, and the contract price of work not terminated.
   - **d)** Cost claimed or agreed to under this section shall be in accordance with applicable sections of the State Procurement Code.

c. <u>Available Funds – Contingency - Remedies</u>

The Town is prohibited by law from making fiscal commitments beyond the term of its current fiscal period. Therefore, ESCO's compensation is contingent upon the continuing availability of institution appropriations. Payments pursuant to this contract shall only be made from available funds encumbered for this Contract, and the Town's liability for such payments shall be limited to the amount remaining of

such encumbered funds. If funds are not appropriated, or otherwise become unavailable to fund this Contract, the Town may immediately terminate the Contract in whole or in part without further liability in accordance with the Termination for Cause subsection of the Remedies section of this Contract. All payments are subject to the general Remedies section of this Contract.

5. Insurance

ESCO shall procure insurance coverage against claims which may arise from, or in connection with the performance of the work hereunder by the ESCO, his agents, representatives, employees or subcontractors. The insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. The cost of such insurance shall be paid by the ESCO.

For the purpose of this section, the term "ESCO" shall also include the ESCO's respective agents, representatives, employees or subcontractors; and the term "Town of Tolland" (hereinafter called the "Town") shall include its respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance:

The insurance required shall be written for not less than the scope and limits of insurance specified in this section, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified in this exhibit are minimum requirements and shall in no way limit or exclude the Town from additional limits and coverage provided under the ESCO's policies. Exceptions to the requirements are subject to the sole discretion of the Town of Tolland. The successful bidder shall provide coverage through carriers rated at least A-/VIII by A.M. Best and licensed to conduct business in Connecticut.

MINIMUM INSURANCE REQUIREMENTS

(Exception to the Town Insurance Requirements is subject to the sole discretion of the Town)

Commercial General Liability	
Each Occurrence:	$5,000,000
Personal/Advertising Injury Per Occurrence:	$1,000,000
General Aggregate:	$10,000,000
Product/Completed Operations Aggregate:	$5,000,000
Fire Damage Legal Liability	$ 100,000
Automobile Liability	
Each Accident:	$5,000,000
Hired/Non-Owned Auto Liability:	$5,000,000
Workers Compensation/Employers Liability	
Workers Compensation	Statutory Requirement set forth by State of Connecticut
Employers Liability	
Each Accident	$100,000
Disease-Policy Limit	$500,000
Disease-Each employee	$100,000
Professional Liability (for consultants, engineers, etc. providing professional services)	
Each Claim:	$1,000,000

B. Acceptability of Insurers:

ESCO's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a A.M. Best's rating of at least A-/VIII, or otherwise deemed acceptable by Tolland's Town Manager.

C. Subcontractors:

ESCO shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

D. Waiver of Subrogation:

Selected ESCO shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Town.

E. Other Insurance Provisions:

The policies are to contain or be endorsed to contain the following provisions:

a. Liability Coverage (EXCEPT Professional Liability Insurance):

i. The Town of Tolland and its respective officers, employees, volunteers, boards and commissions are to be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the ESCO; products and completed operations of the ESCO; premises owned, leased or used by the ESCO; or automobiles owned, leased, hired or borrowed by the ESCO. The coverage shall contain no special limitations on the scope of protection afforded to the Town.

ii. The selected ESCO's insurance coverage shall be primary insurance with respect to the Town. Any insurance or self-insurance maintained by the Town shall be excess of the ESCO's insurance and shall not contribute with it.

iii. Coverage shall state that the selected ESCO's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

iv. Verification of Coverage: Selected ESCO shall furnish the Town with Certificates of Insurance effecting coverage required by this exhibit. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring Certificates shall be filed thirty (30) days prior to expiration.

Before commencing any Work under this Contract, ESCO shall file with the Town certificates of insurance evidencing the coverage's as specified below:

a. It is agreed and understood ESCO shall maintain in full force and effect adequate commercial general liability insurance and property damage insurance, as well as workmen's compensation and employer's liability insurance pursuant to the State insurance requirements as defined below.
b. The ESCO shall obtain, and maintain at all times during the term of this Agreement, insurance in the following kinds and amounts.
    1) Standard Workers' Compensation and Employer's Liability as required by State statute, including occupational disease, covering all employees at the work site.
    2) General Liability (minimum coverage)
        a) Combined single limit of $600,000 written on an occurrence basis.
        b) Any aggregate limit will not be less than $1,000,000.
        c) The ESCO must purchase additional insurance if claims reduce the annual aggregate below $600,000.
    3) Automobile Liability (minimum coverage) in the amount of $600,000 combined single limit
    4) The Institution shall be named as an additional insured on each commercial general liability policy.
    5) The insurance shall include provisions preventing cancellation without 30 calendar days prior written notice, by certified mail from ESCO to the Town.
    6) ESCO shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of the Services contemplated in this Contract, to the extent that any such claim, damage, loss or expense is caused by any negligent act, error or omission of ESCO, any Consultant or associate thereof, or anyone directly or indirectly employed by ESCO. ESCO shall submit a Certificate of Insurance at the signing of this Contract and also any notices of Renewal of said Policy as they occur.

6. Energy Savings Performance Contract

The Parties intend to negotiate an Energy Savings Performance Contract under which the ESCO will design, install and implement energy and water saving measures which the Parties have agreed to, and provide certain maintenance and monitoring services. However, nothing in this Contract should be construed as an obligation on any of the Parties to execute such a contract. The terms and provisions of such an Energy Savings Performance Contract will be set forth in a separate contract.

7. Extent of Agreement

a. This Contract represents the entire and integrated agreement between the Town and ESCO and supersedes all prior negotiations, representations or agreement, either written or oral. This Contract may be amended only by written instrument signed by the parties~~both parties~~.
b. The Town and ESCO understand and agree the attachment and exhibits hereto are and shall be an integral part of this Contract and the terms and provisions thereof are hereby incorporated, made a part of and shall supplement those recited herein. In the event of any conflict, or variance, the terms and provisions of this printed Contract shall supersede, govern and control.

8. Term

The term of this Contract will become effective upon signature by all parties~~both~~ following approval by the Tolland Town Council and the Tolland Board of Education ~~parties approval by the Town Manager and acceptance by the ESCO's Principal Representative~~**.** This Contract shall be effective for 240 days or until superseded by an executed contract between the parties. The term can be extended by mutual agreement of the parties. Either party may terminate this Agreement in accordance with Article 4. During the term of this Contract, the Town shall not negotiate with any party other than ESCO concerning the proposed project.

9. Order of Precedence

In the event of conflict or inconsistency between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Contract - general terms and conditions
2. Exhibits or attachments

10. Limitation of Liability.

Notwithstanding anything to the contrary in this Contract, in no event shall either party be liable for any consequential damages which result from, arise under or relate to the Investment Grade Audit Report, Project Proposal or any services provided under this Contract. ESCO shall have no responsibility to the Town or others for any use of the Investment Grade Audit Report, Project Proposal or any other information provided by ESCO unless it is implemented through a subsequently-executed energy savings performance contract with ESCO.

~~THE PARTIES HERE HAVE EXECUTED THIS CONTRACT~~

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Contract on the date first written above.

Town of Tolland

By_____
Steven R. Werbner, Town Manager

Town of Tolland Board of Education

By_____
William Guzman, Superintendent of Schools

Honeywell International, Inc.

~~ESCO~~

By:_____

~~ATTEST~~

~~Name~~

~~Title~~

~~Signature~~

~~Address~~

~~City, State, Zip~~

~~Social Security Number or Federal ID Number~~

~~**APPROVED:**~~

Received November 29, 2012
Margaret DeVito
Town Clerk

MEETING MINUTES

TOLLAND TOWN COUNCIL
HICKS MEMORIAL MUNICIPAL CENTER
6th FLOOR COUNCIL ROOM
NOVEMBER 27, 2012 – 7:30 P.M.

RECEIVED
NOV 28 2012
Tolland Public Schools

MEMBERS PRESENT: Jack Scavone, Chairman; Richard Field, Vice-Chair; Sam Belsito; Joshua Freeman; Mark Gill; Jan Rubino and Benjamin Stanford

MEMBERS ABSENT: None.

OTHERS PRESENT: Steven Werbner, Town Manager; Michael Wilkinson, Director of Administrative Services; Lisa Hancock, Director of Finance and Records

1. **CALL TO ORDER:** Jack Scavone called the meeting to order at 7:30 p.m.

2. **PLEDGE OF ALLEGIANCE:** Recited.

3. **MOMENT OF SILENCE:** Observed.

4. **PROCLAMATIONS:** None.

5. **PUBLIC PETITIONS, COMMUNICATIONS, AND PUBLIC PARTICIPATION** *(on any subject within the jurisdiction of the Town Council) (2 minute limit)*: None.

6. **PUBLIC HEARING ITEMS:**

   6.1 Consideration of a resolution making an ~~**additional**~~ appropriation of $121,976 to the Emergency Storm Fund from the General Fund assigned fund balance to cover actual costs from Hurricane Sandy and for future emergency storm needs as outlined in the Emergency Storm Fund Ordinance approved by Town Council on October 23, 2012.

Mr. Werbner said this money is reimbursements from last years' storms, and will cover the costs from storm Sandy, which are approximately $112,000. The town is still submitting documentation to the State in an effort to get our County declared as FEMA eligible for reimbursement. There has been no determination on that as of yet. All the expenses associated with storm Sandy would be taken out of this account. Should we receive reimbursement from FEMA for storm Sandy, the Council will need to determine whether that reimbursement would go back into this fund or be used for some other purpose.

Richard Field motioned to open the public hearing; Seconded by Ben Stanford. All in favor. None opposed.

A straw poll was conducted of all those in favor of this resolution. 2 in favor; 0 opposed.

Richard Field moved to close the public hearing; Seconded by Mark Gill. All in favor. None opposed.

Mr. Belsito asked why the word 'additional' is in the resolution. He doesn't think it should be there. It should just be 'an appropriation'. Mr. Werbner agreed with him.

Richard Field read the following ***amended*** resolution:

NOW, THEREFORE, BE IT RESOLVED by the Tolland Town Council that it hereby approves an ~~**additional**~~ appropriation of $121,976 from the General Fund assigned fund balance to the Emergency Storm Fund cover Hurricane Sandy expenditures and future emergency storm needs as outlined in the Emergency Storm Fund Ordinance.

Seconded by Josh Freeman. All in favor. None opposed.

7a. **REPORTS OF BOARDS AND COMMITTEES RESPONSIBLE TO THE COUNCIL:** None.

7b. **REPORTS OF TOWN COUNCIL LIAISONS:** Ms. Rubino commented on the November 14th BOE meeting: The turf project is supposed to be voted on tomorrow night. Mr. Guzman suggested to the Board that they should approve going forward with the lighting and turf projects. They spoke of their strategic plan, reviewed their capital budget and discussed the position of Director of Education Technology. Mr. Gill added that this was a position that was outlined in the teacher contract, which was unfilled. He is not sure where the funding for this position will come from after year one. This year it is coming from a surplus. Although he doesn't deny they need the staff, he doesn't feel this is the time to add this salary. Mr. Freeman said he recently just heard of this, and mentioned that it was never brought to the Technology Task Force's attention. Mr. Freeman had suggested perhaps sharing a resource between the town and BOE with the Chairman of the BOE; although it was not a successful negotiation. He is not saying the position isn't needed, but he voiced concern with funding the salary long term. Mr. Clark, BOE Liaison, said this did come as a surprise to some of the BOE members at the last meeting. The position itself is a teaching position, which is in the teachers' contract, but they don't teach anyone. He says that Mr. Gill and Mr. Freeman make good points about where the money is going to come from for next year. Personally, he has a problem with taking money this year to fund it, because if there is that much money available this early in the process, he believes that maybe certain accounts were over funded to allow them to take the money out in the first place. His concern is that if it is funded for the balance of this year, what will happen next year? Tomorrow night, it will be discussed and voted on at the BOE meeting.

Mr. Freeman commented on the PZC meeting: The Savings Institute is coming along. There was discussion regarding the water concerns for the Gottier project.

Mr. Field said the PCC changed the regulations for the parade. They want the event to be non-political completely. So, individuals should dress appropriately and floats should not reflect a certain party.

8. **NEW BUSINESS (ACTION/DISCUSSION ITEMS):**

8.1 Consideration of a resolution to endorse the Regional Incentive Program to be submitted by the Capital Region Council of Governments as well as a program involving the Towns of Tolland, Coventry and Mansfield.

Mr. Werbner commented that this comes from money that the State has approved for regional sharing of services. He advised that we have been involved in the past with these programs. Currently, additional grants are now available. At this point in time, we just need to express an interest. No commit is necessary right now. He also added that there is no cost to the town for expressing interest in this.

Richard Field read the following resolution:

BE IT RESOLVED by the Tolland Town Council that it hereby endorses the Regional Performance Incentive Program proposal referenced in Section 5 of Public Act 11-61 (An Act Concerning Responsible Growth) for the following projects to be submitted by the Capitol Region Council of

Governments and for the grant involving the towns of Mansfield and Coventry for economic development consulting services and authorizes the Town Manager or designee to sign all necessary agreements and take all necessary actions to allow for the Town's participation in these programs:

CRCOG Projects
2. Human Resources On-line Clearinghouse and Templates
3. Human Resources Town Employee Portal – Regional Development
4. Call Handling and Response Triage
6. Regional Mutual Disaster Recovery

Project for Economic Development Consulting Services with the Town of Tolland, Coventry and Mansfield

Seconded by Jan Rubino. All in favor. None opposed.

8.2 Appointments to vacancies on various municipal boards/commissions.

Ben Stanford motioned to appoint **Cody Johanson of 26 Deer Meadow Road** to the WPCA as an Alternate; and to reappoint **Jodi Coleman-Marzialo of 79 Tolland Green** to the Tolland Historic District Commission for the term of 11-12-2012 to 11-12-2017; Seconded by Richard Field. All in favor. None opposed.

9. **OLD BUSINESS (ACTION/DISCUSSION ITEMS):**

10. **REPORT OF THE TOWN MANAGER (A WRITTEN REPORT SHALL BE PROVIDED THE 1ST MEETING OF THE MONTH ONLY):** Mr. Werbner advised that the two (2) trees in front of the Town Hall will be coming down next week.

Mr. Scavone mentioned that there is a meeting scheduled for next Thursday at the THS Library with the BOE. The members were unclear as to whether it was a joint meeting, a workshop or a special meeting. There was mention that Sam Adlerstein may be present to act as a moderator. Mr. Werbner said it was not posted as a joint meeting; it was posted as a meeting of the BOE and a special meeting of the Town Council. The Council would like for the BOE to have a quorum present at this meeting. All Council members assured that they would be present. Mr. Field said he will ask for adjournment if a BOE quorum is not in attendance.

11. **ADOPTION OF MINUTES**

11.1 November 8, 2012 TC/BOE Joint Meeting Minutes:
11.2 November 13, 2012 Meeting Minutes

Richard Field moved to adopt the minutes from the November 8th and November 13th meetings; Seconded by Josh Freeman. All in favor. None opposed.

12. **CORRESPONDENCE TO COUNCIL**: None.

13. **COMMUNICATIONS AND PETITIONS FROM COUNCILPERSONS:** Ms. Rubino would like to have the Council acknowledge Annalee Hughes for her contribution to the community and raising funds for the Wounded Warrior Project. The Council agreed. Ms. Rubino will gather the information and forward it to the Town Manager's office for creation of a Proclamation.

Mr. Field would also like it mentioned that Chief John Littell and Trooper Robert Corradi were given a Life Saving Award for saving a resident who was involved in an accident.

14. **PUBLIC LISTED PARTICIPATION** *(on any subject within the jurisdiction of the Town Council) (3 minute limit)*: None.

15. **ADJOURNMENT:** Richard Field moved to adjourn the meeting; Seconded by Josh Freeman at 8:13 p.m. All were in favor.

_____
Jack Scavone, Council Chair

Michelle A. Finnegan
Town Council Clerk