



**EAST HAMPTON PUBLIC SCHOOLS
ADMINISTRATIVE OFFICES**

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Highlighted Changes in the Administrators' Agreement (July 2017-June 2020)

1. Article III. B. Personal Leave

This article included a reduction in the amount of personal time granted to the union even though it has not been an area that has been abused by the membership. All personal days must be requested of the Superintendent in advance. Personal days do not accrue.

The amount of personal time in previous agreements was the same for all administrators. In this contract, 12-month administrators hired after 7/1/17 receive up to four personal days in each of their first three years. Ten-month administrators hired after 7/1/17 receive up to three personal days in each of the first three years. After three years of employment 12-month administrators receive up to five personal days and 10-month administrators receive up to four personal days.

In addition, the entire membership gave up one special leave (private personal business) day.

2. Article IX. A. Insurance Benefits

The administrators agreed to give up the High Deductible Health Plan & Health Savings Account with deductibles of \$1500/\$3000 and accept a deductible of \$2000/\$4000. Similar to the Teachers' agreement from last year, there is no contribution by the Board. (Note: East Hampton is one of two communities that does not offer a Board contribution to their employees' plan.)

3. Article IX. C. Insurance Benefits

Cost share by administrators:

10.0%	effective July 1, 2017	(Teachers 9.0%)
10.5%	effective July 1, 2018	(Teachers 10.0%)
11.0%	effective July 1, 2019	

4. Article XII. Salary

The administrators agreed to give the Superintendent of Schools the ability to place candidates hired outside of the bargaining unit on a step on that is appropriate with their previous experience.

The Board of Education will contribute to a 403(b) account established by the administrator with a yearly contribution of \$1000.

The Board of Education will pay a stipend of \$1500 (2017), \$1700 (2018), \$2000 (2019) to the administrator who oversees the Extended School Year Program (ESY). The ESY program is a special education summer school program that is being housed in one school regardless of the students' ages. This allows for special education staff to be in the same location. With the number of students involved it makes transportation issues much less complex to have all students in one location. Due to the nature of the students' needs, this has become a very time consuming process during the summer period of hiring, scheduling, ordering supplies, building repairs, etc.

5. Schedule A. Administrative Salary Schedule

Salary increase of 2.75%, 2.75%, 2.50% over three years. (Impact in year 1 is just over 3% if all positions stay the same; however, there are two positions with changeover so impact will be determined by how much experience successful candidates bring with them.)

Existing longevity pay ends for all administrators hired after July 1, 2017. Longevity pay ranges from \$400 after 10 years, \$600 after 15 years, \$800 after 20 years.

Financial Impact of the Administrators' Agreement (July 2017-June 2020)

<i>Summary of Administrators Contract Financial Impacts</i>							
	GWI Rate	Salary Increase Cost of Living Increase	Step Increase	Annuity	Savings for 2,000/4,000 High Deductible Change	Extended School Year Responsibilities	Total Additional Cost Net of Insurance Savings
2017-18	2.75	32,109	5,799	9,000	7,031	1,500	41,376
2018-19	2.75	33,151	6,006	9,000	7,593	1,700	42,265
2019-20	2.5	31,117	2,011	9,000	8,199	2,000	35,929
							119,570

Note: There are 9 members of the East Hampton Administrators Association

- 1 High School Principal
- 1 Middle School Principal
- 1 Center School Principal
- 1 Memorial School Principal
- 1 Director of Curriculum
- 1 Director of Support Services (Special Education)
- 1 High School Assistant Principal
- 1 Middle School Assistant Principal
- 1 Memorial School Assistant Principal

Financial Comparison of Administrators' Salaries compared to local communities. (See attachment.)

	Minimum Salary - EH	Maximum Salary - EH	Minimum Surrounding Towns	Maximum Surrounding Towns	Minimum Comparative Wealth Group	Maximum Comparative Wealth Group
High School Principal	140,551	148,810	133,699	151,975	137,266	153,438
High School Asst. Principal	123,316	130,913	118,004	133,519	119,940	132,205
Middle School Principal	134,979	143,013	127,359	144,553	132,746	143,141
Middle School Asst. Principal	118,396	125,759	115,126	130,760	119,664	131,212
Elementary School Principal	132,471	140,403	121,912	139,035	119,588	137,111
Elementary School Asst. Principal	113,445	120,608	108,205	124,376	99,557	114,928
Director of Special Education	136,218	144,301	123,332	140,007	117,172	141,065

Anticipated cost to Town of East Hampton for Arbitration

\$25,000 - \$30,000

Our attorney advises against arbitration as our Administrators have agreed to jump to 2000/4000 HDP without a Board contribution and comparative salaries and benefits are not out line with local communities. (See attachment.)

**EAST HAMPTON BOARD OF EDUCATION
2016-17 ADMINISTRATOR NEGOTIATIONS**

**2016-17 Salary Comparison
Surrounding Districts (Two Deep)**

Position Title: High School Principal

Sorted by Total Compensation

District	Level	Duration of Agreement	Title	2016-17 Min	2016-17 Max	2015-17 Maximum Annuity	Total 2016-17 Compensation (Max + Annuity)	Notes
Glastonbury	PK-12	2014-18	HSP	145,930	171,519	0	171,519	7 steps on the salary schedule
Portland	PK-12	2015-18	HSP	130,132	159,151	0	159,151	Maximums are 10% higher and minimums are 10% lower than rate listed in salary schedule
Rocky Hill	K-12	2016-19	HSP	134,140	156,053	1,500	157,553	6 steps on the salary schedule
Berlin	PK-12	2015-18	HSP	141,302	155,432	2,000	157,432	Step schedule (5 steps); annuity is \$1000 yrs 1-5
East Haddam	PK-12	2015-18	HSP	123,846	151,368	4,065	155,433	min-max is 10% +/- position
Region 18	PK-12	2015-18	HSP	142,624	150,130	4,000	154,130	Min is 95% of max (shown here) - at discretion of the Board, but Board will consult with Union
Middletown	PK-12	2013-16	HSP	142,946	152,688	0	152,688	4 steps on the salary schedule
Manchester	PK-12	2015-18	HSP	129,045	151,415	0	151,415	7 steps on the salary schedule
Colchester	PK-12	2014-17	HSP	138,442	148,304	3,000	151,304	4 steps on the salary schedule
Wethersfield	PK-12	2015-18	HSP	125,339	151,163	0	151,163	5 steps on the salary schedule
Region 13	PK-12	2015-18	HSP	133,065	146,875	4,000	150,875	5 steps; annuity is also on 5-step schedule, starts after 5 years of experience
East Hampton	PK-12	2014-17	HSP	140,551	148,810	0	148,810	5 steps on the salary schedule
East Hartford	PK-12	2014-17	HSP	138,163	144,797	0	144,797	4 steps on the salary schedule
Region 17	PK-12	2014-17	HSP		143,003	0	143,003	One flat rate
Lebanon	PK-12	2014-17	HSP	122,542	138,105	1,800	139,905	5 steps on the salary schedule
Bolton	PK-12	2014-17	HSP		134,153	5,098	139,251	One flat rate; annuity is 3.8%
Bozrah (non-union)	PK-8	2015-16n	HSP (n/a)					
Chester	PK-6	2014-17	HSP (n/a)					
Cromwell	PK-12	2013-16	HSP					in negotiations
Hebron	PK-6	2015-18	HSP (n/a)					
Marlborough	PK-6	2016-19	HSP (n/a)					
Meriden	PK-12	2013-16	HSP					in negotiations
Salem	PK-8	2015-16n	HSP (n/a)					pending 2016-17 data

Group Average w/o East Hampton				133,699	150,277	1,698	151,975	
East Hampton % +/-				5.1%	-1.0%		-2.1%	
East Hampton's Group Rank				5	10		12	
Out of (Total Count)				15	16	16	16	

Sources:
Collective bargaining agreements and terms of employment (for non-union groups)

**EAST HAMPTON BOARD OF EDUCATION
2016-17 ADMINISTRATOR NEGOTIATIONS**

**2016-17 Salary Comparison
Surrounding Districts (Two Deep)**

Position Title: High School Assistant Principal **Sorted by Total Compensation**

District	Level	Duration of Agreement	Title	2016-17 Min	2016-17 Max	2016-17 Maximum Annuity	Total 2016-17 Compensation (Max + Annuity)	Notes
Glastonbury	PK-12	2014-18	HSAP	128,192	152,823	0	152,823	7 steps on the salary schedule
East Haddam	PK-12	2015-18	HSAP	111,301	136,035	4,065	140,100	min-max is 10% +/- position
Berlin	PK-12	2015-18	HSAP	124,302	136,732	2,000	138,732	Step schedule (5 steps); annuity is \$1000 yrs 1-5
Rocky Hill	K-12	2016-19	HSAP	116,704	135,767	1,500	137,267	6 steps on the salary schedule
Colchester	PK-12	2014-17	HSAP	125,053	133,597	3,000	136,597	4 steps on the salary schedule
Region 18	PK-12	2015-18	HSAP	124,601	131,159	4,000	135,159	Min is 95% of max (shown here) - at discretion of the Board, but Board will consult with Union
Wethersfield	PK-12	2015-18	HSAP	110,924	133,776	0	133,776	5 steps on the salary schedule
Manchester	PK-12	2015-18	HSAP	111,617	131,730	0	131,730	7 steps on the salary schedule
East Hampton	PK-12	2014-17	HSAP	123,316	130,913	0	130,913	5 steps on the salary schedule
Region 13	PK-12	2015-18	HSAP	114,040	125,879	4,000	129,879	5 steps; annuity is also on 5-step schedule, starts after 5 years of experience
East Hartford	PK-12	2014-17	HSAP	123,191	129,836	0	129,836	4 steps on the salary schedule
Middletown	PK-12	2013-16	HSAP	121,308	126,853	0	126,853	4 steps on the salary schedule
Region 17	PK-12	2014-17	HSAP		121,539	0	121,539	One flat rate
Lebanon	PK-12	2014-17	HSAP	104,813	119,660	1,800	121,460	5 steps on the salary schedule
Bolton	PK-12	2014-17	HSAP (n/a)					
Bozrah (non-union)	PK-8	2015-16n	HSAP (n/a)					
Chester	PK-6	2014-17	HSAP (n/a)					
Cromwell	PK-12	2013-16	HSAP					in negotiations
Hebron	PK-6	2015-18	HSAP (n/a)					
Marlborough	PK-6	2016-19	HSAP (n/a)					
Meriden	PK-12	2013-16	HSAP					in negotiations
Portland	PK-12	2015-18	HSAP (n/a)					
Salem	PK-8	2015-16n	HSAP (n/a)					

Group Average w/o East Hampton				118,004	131,953	1,567	133,519	
East Hampton % +/-				4.5%	-0.8%		-2.0%	
East Hampton's Group Rank				5	9		9	
Out of (Total Count)				13	14	14	14	

Sources:
Collective bargaining agreements and terms of employment (for non-union groups)

**EAST HAMPTON BOARD OF EDUCATION
2016-17 ADMINISTRATOR NEGOTIATIONS**

**2016-17 Salary Comparison
Surrounding Districts (Two Deep)**

Position Title: Middle School Principal

Sorted by Total Compensation

District	Level	Duration of Agreement	Title	2016-17 Min	2016-17 Max	2016-17 Maximum Annuity	Total 2016-17 Compensation (Max + Annuity)	Notes
Glastonbury	PK-12	2014-18	MSP	137,756	163,270	0	163,270	7 steps on the salary schedule
East Haddam	PK-12	2015-18	MSP	123,944	151,487	4,065	155,552	min-max is 10% +/- position
Portland	PK-12	2015-18	MSP	124,376	152,015	0	152,015	Maximums are 10% higher and minimums are 10% lower than rate listed in salary schedule
Rocky Hill	K-12	2016-19	MSP	128,689	150,412	1,500	151,912	6 steps on the salary schedule
Berlin	PK-12	2015-18	MSP	134,512	147,962	2,000	149,962	Step schedule (5 steps); annuity is \$1000 yrs 1-5
Region 18	PK-12	2015-18	MSP	136,286	143,459	4,000	147,459	Min is 95% of max (shown here) - at discretion of the Board, but Board will consult with Union
Colchester	PK-12	2014-17	MSP	134,597	144,185	3,000	147,185	4 steps on the salary schedule
Wethersfield	PK-12	2015-18	MSP	119,261	143,836	0	143,836	5 steps on the salary schedule
East Hampton	PK-12	2014-17	MSP	134,979	143,013	0	143,013	5 steps on the salary schedule
Manchester	PK-12	2015-18	MSP	118,731	141,459	0	141,459	7 steps on the salary schedule
Region 13	PK-12	2015-18	MSP	124,121	137,007	4,000	141,007	5 steps; annuity is also on 5-step schedule, starts after 5 years of experience
Middletown	PK-12	2013-16	MSP	129,963	138,202	0	138,202	4 steps on the salary schedule
Region 17	PK-12	2014-17	MSP		137,580	0	137,580	One flat rate
East Hartford	PK-12	2014-17	MSP	130,541	137,188	0	137,188	4 steps on the salary schedule
Lebanon	PK-12	2014-17	MSP	112,892	128,064	1,800	129,864	5 steps on the salary schedule
Bolton	PK-12	2014-17	MSP/ELP		122,348	4,649	126,997	One flat rate; annuity is 3.8%
Bozrah (non-union)	PK-8	2015-16n	MSP/ELP					This is a K-8 position; same as ELP; pending 2016-17 data
Chester	PK-6	2014-17	MSP (n/a)					
Cromwell	PK-12	2013-16	MSP					in negotiations
Hebron	PK-6	2015-18	MSP (n/a)					
Marlborough	PK-6	2016-19	MSP (n/a)					
Meriden	PK-12	2013-16	MSP					3 steps on the salary schedule
Salem	PK-8	2015-16n	MSP					pending 2016-17 data

Group Average w/o East Hampton				127,359	142,565	1,668	144,553	
East Hampton % +/-				6.0%	0.3%		-1.1%	
East Hampton's Group Rank				3	9		9	
Out of (Total Count)				14	16	16	16	

Sources:
Collective bargaining agreements and terms of employment (for non-union groups)

**EAST HAMPTON BOARD OF EDUCATION
2016-17 ADMINISTRATOR NEGOTIATIONS**

**2016-17 Salary Comparison
Surrounding Districts (Two Deep)**

Position Title: Middle School Assistant Principal

Sorted by Total Compensation

District	Level	Duration of Agreement	Title	2016-17 Min	2016-17 Max	2016-17 Maximum Annuity	Total 2016-17 Compensation (Max + Annuity)	Notes
Glastonbury	PK-12	2014-18	MSAP	128,192	152,823	0	152,823	7 steps on the salary schedule
East Haddam	PK-12	2015-18	MSAP	110,915	135,563	4,065	139,628	min-max is 10% +/- position
Berlin	PK-12	2015-18	MSAP	119,312	131,242	2,000	133,242	5 steps; annuity is \$1000 yrs 1-5
Colchester	PK-12	2014-17	MSAP	121,578	129,886	3,000	132,886	4 steps on the salary schedule
Rocky Hill	K-12	2016-19	MSAP	109,753	130,808	1,500	132,308	6 steps on the salary schedule
Manchester	PK-12	2015-18	MSAP	111,617	131,730	0	131,730	7 steps on the salary schedule
Wethersfield	PK-12	2015-18	MSAP	109,044	131,512	0	131,512	5 steps on the salary schedule
Region 18	PK-12	2015-18	MSAP	119,502	125,792	4,000	129,792	Min is 95% of max (shown here) - at discretion of the Board, but Board will consult with Union
Middletown	PK-12	2013-16	MSAP	121,308	126,853	0	126,853	4 steps on the salary schedule
East Hampton	PK-12	2014-17	MSAP	118,396	125,759	0	125,759	5 steps on the salary schedule
East Hartford	PK-12	2014-17	MSAP	114,742	121,379	0	121,379	4 steps on the salary schedule
Region 17	PK-12	2014-17	MSAP		120,074	0	120,074	One flat rate
Lebanon	PK-12	2014-17	MSAP	100,427	115,096	1,800	116,896	5 steps on the salary schedule
Bolton	PK-12	2014-17	MSAP (n/a)					
Bozrah (non-union)	PK-8	2015-16n	MSAP (n/a)					
Chester	PK-6	2014-17	MSAP (n/a)					
Cromwell	PK-12	2013-16	MSAP					in negotiations
Hebron	PK-6	2015-18	MSAP (n/a)					
Marlborough	PK-6	2016-19	MSAP (n/a)					
Meriden	PK-12	2013-16	MSAP					in negotiations
Portland	PK-12	2015-18	MSAP (n/a)					
Region 13	PK-12	2015-18	MSAP (n/a)					
Salem	PK-8	2015-16n	MSAP (n/a)					
Group Average w/o East Hampton				115,126	129,396	1,364	130,760	
East Hampton % +/-				2.8%	-2.8%		-3.8%	
East Hampton's Group Rank				6	10		10	
Out of (Total Count)				12	13	13	13	

Sources:

Collective bargaining agreements and terms of employment (for non-union groups)

**EAST HAMPTON BOARD OF EDUCATION
2016-17 ADMINISTRATOR NEGOTIATIONS**

**2016-17 Salary Comparison
Surrounding Districts (Two Deep)**

Position Title: ~~High School Principal~~ *Elementary Principal* Sorted by Total Compensation

District	Level	Duration of Agreement	Title	2016-17 Min	2016-17 Max	2016-17 Maximum Annuity	Total 2016-17 Compensation (Max + Annuity)	Notes
Glastonbury	PK-12	2014-18	ELP	127,848	152,480	0	152,480	7 steps on the salary schedule
East Haddam	PK-12	2015-18	ELP	121,333	148,295	4,065	152,360	min-max is 10% +/- position
Rocky Hill	K-12	2016-19	ELP	123,241	144,770	1,500	146,270	6 steps on the salary schedule
Berlin	PK-12	2015-18	ELP	129,798	142,776	2,000	144,776	Step schedule (5 steps); annuity is \$1000 yrs 1-5
Portland	PK-12	2015-18	ELP	115,170	141,424	0	141,424	Maximums are 10% higher and minimums are 10% lower than rate listed in salary schedule
Colchester	PK-12	2014-17	ELP	128,874	138,057	3,000	141,057	4 steps on the salary schedule
Region 18	PK-12	2015-18	ELP	130,164	137,015	4,000	141,015	Min is 95% of max (shown here) - at discretion of the Board, but Board will consult with Union
Chester	PK-6	2014-17	ELP	124,468	136,974	4,000	140,974	3 steps; annuity is \$3-\$4K
East Hampton	PK-12	2014-17	ELP	132,471	140,403	0	140,403	5 steps on the salary schedule
Wethersfield	PK-12	2015-18	ELP	116,121	140,048	0	140,048	5 steps
Hebron	PK-6	2015-18	ELP		135,885	3,000	138,885	compensation for new administrators is at sole discretion of the Board
Marlborough	PK-6	2016-19	ELP	124,565	134,833	4,045	138,878	5 steps; annuity is 3%
Region 13	PK-12	2015-18	ELP	121,032	133,598	4,000	137,598	5 steps; annuity is also on 5-step schedule, starts after 5 years of experience
East Hartford	PK-12	2014-17	ELP	125,191	137,188	0	137,188	4 steps on the salary schedule
Manchester	PK-12	2015-18	ELP	115,793	135,416	0	135,416	7 steps on the salary schedule
Middletown	PK-12	2013-16	ELP	125,642	132,170	0	132,170	4 steps on the salary schedule
Region 17	PK-12	2014-17	ELP		130,584	0	130,584	One flat rate
Bolton	PK-12	2014-17	ELP/MSP		122,348	4,649	126,997	One flat rate; annuity is 3.8%
Lebanon	PK-12	2014-17	ELP	107,739	122,703	1,800	124,503	5 steps on the salary schedule
Bozrah (non-union)	PK-8	2015-16n	ELP					This is a K-8 position; same as MSP; pending 2016-17 data
Cromwell	PK-12	2013-16	ELP					in negotiations
Meriden	PK-12	2013-16	ELP					in negotiations
Salem	PK-8	2015-16n	ELP					pending 2016-17 data

Group Average w/o East Hampton				121,912	137,031	2,003	139,035	
East Hampton % +/-				8.7%	2.5%		1.0%	
East Hampton's Group Rank				1	6		9	
Out of (Total Count)				17	19	19	19	

Sources:
Collective bargaining agreements and terms of employment (for non-union groups)

**EAST HAMPTON BOARD OF EDUCATION
2016-17 ADMINISTRATOR NEGOTIATIONS**

**2016-17 Salary Comparison
Surrounding Districts (Two Deep)**

Position Title: **Elementary Assistant Principal** Sorted by Total Compensation

District	Level	Duration of Agreement	Title	2016-17 Min	2016-17 Max	2016-17 Maximum Annuity	Total 2016-17 Compensation (Max + Annuity)	Notes
Glastonbury	PK-12	2014-18	ELAP	124,686	148,553	0	148,553	7 steps on the salary schedule
Hebron	PK-6	2015-18	ELAP /SpEd		125,232	3,000	128,232	split position (asst princ / sped dir); compensation for new administrators is at sole discretion of the Board
Marlborough	PK-6	2016-19	ELAP	114,809	124,273	3,728	128,001	5 steps; annuity is 3%
Colchester	PK-12	2014-17	ELAP	116,412	124,366	3,000	127,366	4 steps on the salary schedule
East Haddam	PK-12	2015-18	ELAP	100,424	122,740	4,065	126,805	min-max is 10% +/- position
Manchester	PK-12	2015-18	ELAP	106,545	125,740	0	125,740	7 steps on the salary schedule
Berlin	PK-12	2015-18	ELAP	108,120	118,934	2,000	120,934	Step schedule (5 steps); annuity is \$1000 yrs 1-5
East Hampton	PK-12	2014-17	ELAP	113,445	120,608	0	120,608	5 steps on the salary schedule
Lebanon	PK-12	2014-17	ELAP	100,427	115,096	1,800	116,896	5 steps on the salary schedule
Bolton	PK-12	2014-17	ELAP/MSAP		109,010	4,142	113,152	One flat rate; annuity is 3.8%
East Hartford	PK-12	2014-17	ELAP	101,446	108,081	0	108,081	4 steps on the salary schedule
Bozrah (non-union)	PK-8	2015-16n	ELAP (n/a)					
Chester	PK-6	2014-17	ELAP (n/a)					
Cromwell	PK-12	2013-16	ELAP					in negotiations
Meriden	PK-12	2013-16	ELAP					in negotiations
Middletown	PK-12	2013-16	ELAP (n/a)					
Portland	PK-12	2015-18	ELAP (n/a)					
Region 13	PK-12	2015-18	ELAP (n/a)					
Region 17	PK-12	2014-17	ELAP (n/a)					
Region 18	PK-12	2015-18	ELAP (n/a)					
Rocky Hill	K-12	2016-19	ELAP (n/a)					
Salem	PK-8	2015-16n	ELAP (n/a)					
Wethersfield	PK-12	2015-18	ELAP (n/a)					

Group Average w/o East Hampton				108,205	122,203	2,174	124,376	
East Hampton % +/-				4.8%	-1.3%		-3.0%	
East Hampton's Group Rank				4	7		8	
Out of (Total Count)				10	11	11	11	

Sources:
Collective bargaining agreements and terms of employment (for non-union groups)

**EAST HAMPTON BOARD OF EDUCATION
2016-17 ADMINISTRATOR NEGOTIATIONS**

**2016-17 Salary Comparison
Surrounding Districts (Two Deep)**

Position Title: Special Education Director **Sorted by Total Compensation**

District	Level	Duration of Agreement	Title	2016-17 Min	2016-17 Max	2016-17 Maximum Annuity	Total 2016-17 Compensation (Max + Annuity)	Notes
East Haddam	PK-12	2015-18	SpEd	123,803	151,315	4,065	155,380	min-max is 10% +/- position
Glastonbury	PK-12	2014-18	SpEd	127,848	152,480	0	152,480	7 steps on the salary schedule
Region 18	PK-12	2015-18	SpEd	136,918	144,124	4,000	148,124	Min is 95% of max (shown here) - at discretion of the Board, but Board will consult with Union
Colchester	PK-12	2014-17	SpEd	134,597	144,185	3,000	147,185	4 steps on the salary schedule
Rocky Hill	K-12	2016-19	SpEd	123,241	144,770	1,500	146,270	6 steps on the salary schedule
Chester	PK-6	2014-17	SpEd	129,033	141,842	4,000	145,842	Serves all Region 4 districts; step schedule (3 steps); annuity is \$3-\$4K
East Hampton	PK-12	2014-17	SpEd	136,218	144,301	0	144,301	5 steps on the salary schedule
Wethersfield	PK-12	2015-18	SpEd	119,073	143,606	0	143,606	5 steps on the salary schedule
Portland	PK-12	2015-18	SpEd	115,170	141,424	0	141,424	Maximums are 10% higher and minimums are 10% lower than rate listed in salary schedule
Region 13	PK-12	2015-18	SpEd	124,121	137,007	4,000	141,007	5 steps; annuity is also on 5-step schedule, starts after 5 years of experience
Middletown	PK-12	2013-16	SpEd	129,963	138,202	0	138,202	4 steps on the salary schedule
Region 17	PK-12	2014-17	SpEd		134,299	0	134,299	One flat rate
Berlin	PK-12	2015-18	SpEd	116,869	128,555	2,000	130,555	Step schedule (5 steps); annuity is \$1000 yrs 1-5
East Hartford	PK-12	2014-17	SpEd	123,191	129,836	0	129,836	4 steps on the salary schedule
Hebron	PK-6	2015-18	SpEd/ ELAP		125,232	3,000	128,232	split position (asst princ / sped dir); compensation for new administrators is at sole discretion of the Board
Bolton	PK-12	2014-17	SpEd		123,324	4,686	128,010	One flat rate; annuity is 3.8%
Lebanon	PK-12	2014-17	SpEd	108,576	123,574	1,800	125,374	5 steps on the salary schedule
Bozrah (non-union)	PK-8	2015-16n	SpEd					pending response from district
Cromwell	PK-12	2013-16	SpEd					in negotiations
Manchester	PK-12	2015-18	SpEd					Asst Supt has responsibility for this position; oversees supervisors of special education
Marlborough	PK-6	2016-17	SpEd					per diem position - 110 days; \$500 per day
Meriden	PK-12	2015-16n	SpEd					not in admin k; non-union position; pending response from district
Salem	PK-8	2015-16n	SpEd					pending 2016-17 data

Group Average w/o East Hampton				123,332	138,122	1,885	140,007	
East Hampton % +/-				10.4%	4.5%		3.1%	
East Hampton's Group Rank				2	4		7	
Out of (Total Count)				15	17	17	17	

Sources:
Collective bargaining agreements and terms of employment (for non-union groups)

PUBLIC SCHOOL ADMINISTRATORS IN CONNECTICUT
 2015-16 SETTLEMENTS SUMMARY (Salary)
 DATA AVAILABLE THROUGH MAY 23, 2016

In Chronological Order

No.	District	Method	Report Date	Public	2016-17 GWI	2016-17 INC	2016-17 TOTAL	2017-18 GWI	2017-18 INC	2017-18 TOTAL	2018-19 GWI	2018-19 INC	2018-19 TOTAL	Notes
1	Woodbridge	N	07/13/15	Y			2.50			2.50				All years distribution to be discussed; annuity increase to 2%
2	New Britain	M	08/18/15	Y	2.00	0.27	2.27	2.00	0.24	2.24	2.00	0.14	2.14	Annuity increase to 2%
3	Milford	M	08/24/15	Y			2.30			2.30				Step movement all three years - cost of step is minimal; most (27/31) are at top step
4	Rocky Hill	N	09/07/15	Y	2.14	0.86	3.00	2.03	0.97	3.00	1.98	0.77	2.75	
5	Greenwich		08/11/15	Y	2.60	0.00	2.60	2.60	0.00	2.60	2.60	0.00	2.60	Does not include add'l \$1,000 per year for Elem Princ only
6	Brookfield	M	08/18/15	Y	2.50	0.00	2.50			reopener				
7	Middletown	M	09/20/15	Y	2.00	0.82	2.82	2.00	0.59	2.59	2.00	0.35	2.35	
8	Old Saybrook	N	09/23/15	Y			2.50			2.50			2.50	
9	Marlborough	N	09/23/15	Y	2.00	2.04	4.04	2.50	0.96	3.46	2.50	0.97	3.47	
10	Canton	N	10/05/15	Y	3.00	0.72	3.72	3.00	0.36	3.36	3.00	0.36	3.36	
11	Montville	N	10/07/15	Y			2.50			2.50			2.50	
12	Plainfield	N	10/09/15	Y	3.25	0.00	3.25	3.00	0.00	3.00	2.75	0.00	2.75	Step cost is minimal
13	Wallingford	N	10/15/15	Y	1.80	0.74	2.54	1.90	0.45	2.35	1.95	0.35	2.30	Includes cost for annuity payment of \$500 in Yr 2 & \$1,000 in Yr 3
14	Oxford	M	10/17/15	Y			3.00			3.00			3.00	Holidays reduced by 1 day
15	Granby	N	10/19/15	Y	2.30	0.00	2.30	2.20	1.10	3.30	2.15	0.85	3.00	
16	Stonington	M	10/20/15	Y	2.50	0.00	2.50	2.50	0.00	2.50	2.00	0.00	2.00	
17	Region 11	M	10/26/15	Y	2.50			2.00			2.00			
18	Cromwell	M	10/26/15	Y	2.50	0.00	2.50	2.50	0.00	2.50	2.50	0.00	2.50	No step cost; HS Asst Princ will receive an adjustment of \$3000 each year before GWI
19	Meriden	M	11/17/15	Y	2.30			2.40		2.40	2.50		2.50	
20	Plymouth		11/22/15	Y	2.00	0.84	2.84	2.00	0.83	2.83	2.25	0.62	2.87	Annuity reduced for new hires 7/1/16 from \$9750 to \$2500; 6 days added to work year (214 to 220); early retirement and severance benefits grandfathered
21	Region 6	N	11/24/15	Y	3.00			3.00		3.00	3.00		3.00	No step schedule
22	Region 19	N	12/02/15	Y	2.52	0.00	2.52	1.75	0.00	1.75	1.75	0.00	1.75	
23	Region 10	N	12/09/15	Y	2.25	0.81	3.06	2.50	0.33	2.83	2.25	0.50	2.75	
24	North Branford	N	12/09/15	Y	2.50			2.50		2.65	2.50		2.50	
25	East Granby	M	12/11/15	Y			2.50			2.50			2.50	

2015-16 SETTLEMENTS SUMMARY (Salary)
DATA AVAILABLE THROUGH MAY 23, 2016

In Chronological Order

No.	District	Method	Report Date	Public	2016-17 GWI	2016-17 INC	2016-17 TOTAL	2017-18 GWI	2017-18 INC	2017-18 TOTAL	2018-19 GWI	2018-19 INC	2018-19 TOTAL	Notes
26	New Hartford	N	12/17/15	Y	2.90		2.90	2.90		2.90	2.90		2.90	No step schedule
27	East Haven	N	12/22/15	Y	1.50		3.09	2.20		2.58	2.20		2.59	
28	Hartford			Y	2.05		2.95	2.05		2.95	2.05		2.95	
29	ACES			Y										
30	Torrington			Y										
31	Wilton			Y	2.024			2.026			2.025			2.045 2019-20; GWI taken from CBA
32	Wolcott			Y										

Averages	2.35	0.47	2.76	2.34	0.42	2.70	2.31	0.35	2.64
Count			27			26			24

Sources: CBE, school districts, news articles, collective bargaining agreements

PERSONAL SERVICE AGREEMENT

STATE OF CONNECTICUT

DEPARTMENT MENTAL HEALTH AND ADDICTION SERVICES

Rev March 2014 (DMHAS Electronic Format)

- THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE
- ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS STATED ON THE REVERSE SIDE OF THIS SHEET.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION NO. 17MHA1065
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CONTRACTOR	(3) CONTRACTOR NAME Town of East Hampton	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 20 East High Street, East Hampton, CT 06424	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS Department of Mental Health/Addiction Services / 410 Capitol Avenue, Hartford, CT 06134	(6) AGENCY NO. MHA53000

CONTRACT PERIOD	(7) DATE (FROM) 09/01/2016	THROUGH (TO) 08/31/2017	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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CANCELLATION CLAUSE	This agreement shall remain in full force and effect for the entire term of the contract period stated unless cancelled by the State Agency giving the Contractor written notice of such intention (required days notice specified at right). State Agency reserves the right to recoup any deposits, prior payment, advance payment or down-payment made if the contract is terminated by either party. The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available, or for contractor performance.	(9) REQUIRED # OF DAYS WRITTEN NOTICE <u>In accordance with Part III(I) and (J)</u>
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(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

SECTION I

Contractor shall participate in the Department of Mental Health and Addiction Services' (hereinafter referred to as "DMHAS", "Department" or "Agency") Connecticut Partnership for Success 2015 Initiative to implement the federally-funded Partnership for Success (PFS) initiative in Connecticut to address underage drinking and/or prescription drug abuse/misuse prevention.

COMPLETE DESCRIPTION OF SERVICE

(continued on page 2)

(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

SECTION II

Contractor shall be paid an amount not to exceed \$150,000.00 in accordance with the terms, conditions and requirements delineated in Section II below.

COST AND SCHEDULE OF PAYMENTS

(continued on page 3)

The total cost of this contract shall not exceed \$150,000.00 inclusive of all expenses.

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(12) STATUTORY AUTHORITY CGS §§ 17a-450 and 17a-451
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(13) HIPAA Provisions
The Contractor herein IS NOT a Business Associate under the HIPAA language incorporated in this contract.

(14) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(15) AGENCY (AUTHORIZED OFFICIAL)	TITLE Miriam Delphin-Rittmon, Ph.D., Commissioner	DATE
(16) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

Section I. Scope of Services (continued)

- a. The Contractor shall utilize the Strategic Prevention Framework (SPF) five-step process to: (1) reduce alcohol use in youth ages 12 to 20, and/or (2) reduce prescription drug misuse or abuse among persons ages 12 to 25. In addition, the Contractor may address additional substance abuse prevention priorities such as marijuana or heroin use that adversely affects the designated community and is identified through a needs assessment process.
- b. The Contractor shall collaborate with DMHAS to meet the objectives of the Connecticut Partnerships for Success2015 Initiative which are to:
 - 1) Develop strong linkages between communities and State agencies;
 - 2) Achieve measurable outcomes in reducing substance misuse/abuse; and
 - 3) Implement and sustain culturally competent, evidence-based prevention services that address substance misuse/abuse.
- c. The Contractor shall adhere to the following activities to implement the SPF in addressing the misuse/abuse of the identified priority problem substance, and ensure cultural competence and sustainability which will be accomplished by implementing the 5 Steps of the SPF in accordance with demographic data of the community.

SPF STEP	ACTIVITY	Timeframe
1. Assessment	<ul style="list-style-type: none"> • Conduct a community needs assessment in accordance with the DMHAS PFS 2015 Guidance for the Assessment of Underage Drinking, Prescription Drug Abuse/Misuse and other Substance of Concern in Communities through the gathering and examination of epidemiological data as it relates to substance abuse and associated community problems • Prepare a Needs Assessment Report in accordance with the DMHAS PFS 2015 Guidance for the Assessment of Underage Drinking, Prescription Drug Abuse/Misuse and other Substance of Concern in Communities that will initiate the priority setting process to identify the problem substance in the community 	September 1, 2016 – February 1, 2017 February 1, 2017
2. Capacity	<ul style="list-style-type: none"> • Enhance existing substance abuse prevention coalition by convening community leaders, key stakeholders; and members of underserved populations • Use the Needs Assessment Report to identify gaps in community resources and readiness and develop a plan to address those gaps to support future prevention programs • Designate a paid youth/peer advocate to work a minimum of 5 hours per week and be paid by the contractor under the guidance of the Program Coordinator to: <ul style="list-style-type: none"> ○ Develop collaborative partnerships with school and community youth groups ○ Provide opportunities for youth to work directly with the coalition in all steps of the SPF ○ Represent the coalition on the Governor’s Prevention 	September 1, 2016 – August 30, 2017 February 1, 2017 September 1, 2016 – August 30, 2017

	<p>Partnership (GPP) youth advisory board</p> <ul style="list-style-type: none"> • Participate in training and technical assistance activities provided by the DMHAS Prevention Training and Technical Assistance Service Center for community stakeholders, coalitions, and service providers 	
3. Planning	<ul style="list-style-type: none"> • Prepare a Strategic Plan that will identify the problem substance and the contractors Community coalition's goals and objectives/strategies to increase the effectiveness of prevention efforts for the life of the project. • Use the Strategic Plan to develop a Work Plan that will guide exactly how the coalition will implement evidence-based and environmental strategies, activities, programs and policies to address the priority substance identified through the DMHAS approved Needs Assessment process. The Work Plan will contain action steps for each objective; entity responsible for implementing; and the timeframe for implementation. • Develop a Sustainability Plan that will guide the stabilization of the community prevention infrastructure, available trainings, community support, and gains made by the coalition. 	<p>May 1, 2017</p> <p>June 1, 2017</p> <p>August 1, 2017 – August 30, 2017</p>
4. Implementation	<ul style="list-style-type: none"> • Implement the Work Plan and update annually • Address cultural competence throughout implementation in accordance with the Work Plan. 	<p>June 1, 2017 – August 31, 2017</p>

<p>5. Evaluation</p>	<ul style="list-style-type: none"> • Contractor is required to hire an independent local evaluator as specified in the original RFA Develop an Evaluation Plan which will describe how the awardee will collect process and outcome data that address the identified goals and objectives of its strategic plan including: <ul style="list-style-type: none"> ○ Monitoring reductions in the priority problem substance consumption measured in part by a local survey tool ○ Community and stakeholder feedback to measure reductions in the consumption and consequences of the priority substances by the identified population(s) in the target community. ○ Reporting baseline, midpoint and endpoint data for process and short and long term outcome measures. • No less than ten percent (10%) of this total grant award shall be set aside annually for an independent local evaluator (this is my comment - contractor must hire a local evaluator per the RFA) who together with the Contractor’s Program Coordinator and the community coalition shall: perform the evaluation services that contribute to the development of the Needs Assessment Report, Strategic Plan, Sustainability Plan (this is my comment - all plans and all activities conducted with this contract are evaluated), Evaluation Plan, and Evaluation Reports; and assist with data collection, data entry and surveys. • Participate in the state and federal monitoring and evaluation of the project. • Work in conjunction with the Center for Prevention Evaluation & Statistics (CPES) and the University of Connecticut Health Center. • Prepare Evaluation Reports prescribed by DMHAS and enter data into any prescribed federal reporting data bases that may be identified by the Substance Abuse and Mental Health Administration (SAMHSA). 	<p>August 1, 2017</p> <p>September 1, 2016 – August 30, 2017</p> <p>May 1, 2017 – August 30, 2017</p>
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d. The Contractor shall implement the program and services described herein to result in measurable outcomes set forth herein. Outcome results achieved pursuant to these terms and conditions will be monitored and measured by DMHAS through site visits, annual reports, biannual reports and monthly service reports in the DMHAS identified data collection system. The DMHAS outcome indicators for the Contractor’s funded services are as follows:

PERFORMANCE OUTCOME MEASURES

CONNECTICUT PARTNERSHIPS FOR SUCCESS 2015_INITIATIVE

SPF STEP	MEASURES
Assessment	<ul style="list-style-type: none"> Completed Needs Assessment Report
Capacity	<ul style="list-style-type: none"> 100% representation of twelve community sectors will participate in coalition meetings and other activities to organize and plan the implementation of prevention services. [<i>Sectors include: youth (an individual 18 or under); familial/guardian stakeholders; youth-serving agency; business community; media; schools; law enforcement agencies; religious and fraternal organizations; civic and volunteer groups; healthcare professionals; governmental agencies and other substance abuse or mental health organizations</i>] Increased coalition awareness of prevention resources to implement the SPF through a minimum of 8 coalition meetings annually Capacity activities documented in meeting notes, key coalition membership roster, and measured by monthly service reports in the DMHAS Mosaix Impact or other identified data collection system.
Planning	<ul style="list-style-type: none"> Completed Strategic Plan, and Sustainability Plan Completed annual Work Plans Planning activities measured by monthly service reports in the DMHAS Mosaix Impact or other identified data collection system.
Implementation	<ul style="list-style-type: none"> Focus population participation in planned programs and activities to addressing the priority problem substance. Implementation activities measured by monthly service reports in the DMHAS Mosaix Impact or other identified data collection system.
Evaluation	<ul style="list-style-type: none"> Completed Evaluation Plan Completed Evaluation Report in a format prescribed by DMHAS Evaluation activities documenting reductions in consumption and consequences of priority problem in the focused population, as measured by monthly service reports in the DMHAS identified data collection system

- e. The Contractor shall employ one (1) full time Program Coordinator, with approval from DMHAS, who will serve as the primary liaison to DMHAS, and manage the SPF program coordination with identified community coalition.
- f. The Contractor shall report on service activities and populations served by the 10th of each month using the DMHAS Mosaix Impact data collection system or other system designated by DMHAS.
- g. The Contractor shall participate in meetings, learning communities, technical assistance provision, and monitoring and evaluation of the project in collaboration with DMHAS, the Center for Prevention Evaluation and Statistics (CPES), the Training and Technical Assistance Service Center (TTASC), the Connecticut Clearinghouse, Regional Action Councils (RACs) and other state and federal agencies related to this initiative.
- h. Invoices: Following execution of this contract, the Contractor shall submit invoices in accordance with the terms delineated in Section II below. Invoices shall include, at a minimum:

1. Contractor Name;
2. Invoice #;
3. Contract Number, which is #17MHA1065
4. Invoice Date;
5. Invoice Period; and
6. Payment Amount.

i. Correspondence: Correspondence shall be submitted to the DMHAS Project Manager:

Department of Mental Health and Addiction Services
 Dawn Grodzki, Project Manager
 Email: Dawn.Grodzki@ct.gov

Section II. Cost and Schedule of Payments (continued)

A. Payments shall be made upon receipt and acceptance of properly executed invoices and project activity reports, as delineated above, and in accordance with the following Schedule:

Due Date	Payment Amount
Upon Contract Execution	\$100,000
On or About February 1, 2017	50,000
Total Annual Payment (not to exceed):	\$150,000

B. **Payment or Service Liability.** The Department and the State of Connecticut assume no liability for payment under the terms of any agreement or contract, and the Contractor shall have no obligation to perform any services, until the Contractor is notified, in writing, that the contract has been approved by the Commissioner of the Department, where applicable by the Office of Policy and Management, and were applicable by the Attorney General.

C. Contract Reduction.

The Department reserves the right to reduce in whole or in part any payment based on services performed by the Contractor, or lack thereof, as delineated in the Work Plan.

Section III. Terms and Conditions

A. Definitions.

1. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
2. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
3. **“Contract”** shall mean this agreement, as of its effective date, between or among the parties.
4. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.
5. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
6. **“State”** shall mean the State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.

7. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Contract Revisions and Amendments.

1. A formal Contract amendment, in writing, shall not be effective until executed by both parties to the Contract, where applicable by the OPM, and where applicable by the Connecticut Attorney General. Such amendments shall be required for extensions to the final date of the Contract period and to terms and conditions specifically stated in this Contract, including but not limited to revisions to the maximum Contract payment, to the unit cost of service, to the Contract's objectives, services, or plan, to due dates for reports, to completion of objectives or services, and to any other Contract revisions determined material by the Department.
2. The Contractor shall submit to the Department in writing any proposed revision to the Contract and the Department shall notify the Contractor of receipt of the proposed revision. Any proposal deemed material shall be executed pursuant to (a) of this section.
3. No amendments may be made to a lapsed Contract.

- C. Professional Standards.** In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the Department in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of the Department, such services as the Department requests, provided in the contract.

- D. Compliance with Law and Policy.** Contractor shall comply with all pertinent provisions of local, state and federal laws and regulations as well as Department policies and procedures applicable to Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Department has responsibility to promulgate or enforce.

- E. Facility Standards and Licensing Compliance.** The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

F. Audit and Inspection of Plants, Places of Business and Records.

1. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
2. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
3. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
4. All audits and inspections shall be at the State's expense.
5. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is

started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

6. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
7. The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

G. Performance. The failure of either party to insist upon strict performance of any terms or conditions of this contract shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

H. Default by the Contractor.

1. If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
 - a. withhold payments until the default is resolved to the satisfaction of the Department;
 - b. temporarily or permanently discontinue services under the contract;
 - c. require that unexpended funds be returned to the Department;
 - d. assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
 - e. require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
 - f. terminate this contract;
 - g. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both;
 - h. any combination of the above actions.
2. In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.
3. Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.
4. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

I. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure

period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Section II Cost and Schedule of Payments.

J. Termination.

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

7. Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
8. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

K. Independent Capacity of Contractor. The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.

L. Subcontracts. None of the services to be provided by the Contractor shall be subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership or group of individuals or other such entity without the prior written consent of the Department. Any subcontract to which the State has consented in writing shall in no way alter the contract terms and conditions. No subcontract or delegation shall relieve or discharge the Contractor from any obligation, provision or liability hereunder.

M. Mergers and Acquisitions.

1. Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.
2. At least ninety (90) days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
3. The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five (45) business days from the date the Department receives such requested documentation.

N. Suspension or Debarment.

1. Signature on contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);
 - b. within a three year period preceding this contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses;
 - d. has not within a three year period preceding this contract had one or more public transactions terminated for cause or fault.
2. Any change in the above status shall be immediately reported to the Department.

O. Litigation.

1. The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including but not limited to

financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.

2. The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. Three & Seventeen of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

P. Severability. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this Contract shall be enforced to the fullest extent permitted by law.

Q. Non-waiver of State's immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

R. Choice of Law/Choice of Forum. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

S. Indemnification and Insurance.

1. Indemnification.

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

compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

- e. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
 - f. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
2. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:
- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
 - c. Professional Liability: \$1,000,000 limit of liability. Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

T. Protection of Confidential Information.

1. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
2. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - A process for reviewing policies and security measures at least annually;
 - Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
3. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware

of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

4. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
5. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

U. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and Executive Order 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Department or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

V. Nondiscrimination.

1. For purposes of this Section, the following terms are defined as follows:
 - a. "Commission" means the Commission on Human Rights and Opportunities;
 - b. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - c. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - d. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - e. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - f. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

- g. “Marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- h. “Mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders” or a record of or regarding a person as having one or more such disorders;
- i. “Minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and
- j. “Public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- 2. (a) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (b) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (c) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; and (e) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- 3. Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other

- reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
4. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 5. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 6. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 7. (a) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (d) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.
 8. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

AMENDMENT NO. 1
to
COMMUNITY PAYMENT AGREEMENT

This Amendment No. 1 to Community Payment Agreement (“Amendment”) by and between the Town of East Hampton (“Town”) and Connecticut Natural Gas Corporation (“CNG”) amends the Community Agreement between the Town and CNG dated February 3, 2015 (“Agreement”).

WHEREAS, the recitals of the Agreement are incorporated herein by reference; and

WHEREAS, in the Agreement, the Town and CNG agreed upon an equitable payment plan to partially offset the revenue requirement associated with the cost of construction; and

WHEREAS, the Town and CNG now wish to amend the payment terms.

NOW THEREFORE, in consideration of the mutual promises set forth herein the Town and CNG hereby agree as follows:

1. Amendment. Paragraph 2 of the Agreement shall be amended by deleting the first sentence thereof and replacing it with the following:

“The annual payment due and payable from the Town under this Agreement in year 1 (2016) and in year 6 (2021) shall be equal to fifty percent (50%) of the 2016 tax liability of CNG based upon the assessed value of the main pipeline constructed in the Town of East Hampton on the Grand List. The annual payment from the Town for each of the four years 2017-2020 will be equal to the respective tax liability for each of such years based upon the assessment of the value of the main pipeline constructed in the Town of East Hampton upon the Grand List.”

2. Paragraph 3 of the Agreement shall be deleted in its entirety as replaced with the following:

“Notwithstanding the payment requirements set forth in Paragraph 2, the annual payment from the Town pursuant to this Agreement in each of year 1 and year 6 shall not be less than \$47,500 nor exceed \$50,000, and the annual payment from the Town pursuant to this Agreement in each of the four years 2017-2020 shall not be less than \$95,000 nor exceed \$100,000.”

3. Miscellaneous. Except as specifically provided herein, the terms and conditions of the Agreement are hereby ratified and affirmed and remain in full force and effect. This Amendment may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement.

IN WITNESS WHEREOF, the Parties, each acting under due and proper authority, have executed this Amendment as of _____, 2016.

CONNECTICUT NATURAL GAS
CORPORATION

TOWN OF EAST HAMPTON

By _____
Name:
Title:
Duly Authorized

By: _____
Name:
Title:
Duly Authorized

{ACKNOWLEDGMENT ON NEXT PAGE}

STATE OF CONNECTICUT)
) ss.
COUNTY OF)

On this ___ day of _____, 2016, _____
personally appeared before me, and acknowledged himself to be
_____ for the Town of East Hampton, a Connecticut
municipal corporation, and that he, as _____, being
authorized to do so, executed the foregoing instrument for the purposes
therein contained, by signing the name of the Town of East Hampton by
himself as said _____.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss. -----
COUNTY OF)

On this ___ day of _____, 2016, _____
personally appeared before me, and acknowledged himself to be
_____ for the Town of East Hampton, a Connecticut
municipal corporation, and that he, as _____, being
authorized to do so, executed the foregoing instrument for the purposes
therein contained, by signing the name of the Town of East Hampton by
himself as said _____.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public
My Commission Expires:

District Wide Radio Communications with Police Department Interoperability

Capital Project – Safety and Security

Existing Capital Code #93070

Current Available Funding - \$74,089.

Executive Summary:

This project is one of the strategic elements of the critical compliance standards as defined in the State of Connecticut School Safety Infrastructure Council Report. The ability to have effective communication within a school, throughout the District and with police personnel is vital to management and control of emergency events.

This radio upgrade project is divided into two phases. The first phase will encompass the main radio voting station located at the High School, a repeater at the Middle School and radios supplied throughout the District. The second phase will provide receiver sites at Center School and Memorial School, a control station at Central Office and the remaining communication components. The total project cost is targeted at \$70,039. and will be divided into an approximate 70/30% allocation over two years.

Requested Action from the Town Council:

East Hampton Public Schools requests the Town Council to allow the use the of the State of Connecticut bid list for the radio project capital purchase with Northeastern Communications Inc., as the identified vendor. The first phase of the project is \$50,178. from the 2016-2017 fiscal year budget and the second phase will be approximately \$19,861. targeted for the 2017-2018 fiscal year capital budget.

Supporting Statement:

Northeastern Communications currently provides service to the Town/General Government Police Department for repairs and auditing services and is well respected throughout.

By utilizing the State Bid list, we take advantage of competitive bidding through the State of Connecticut, maintain continuity with a proven vendor, utilize Motorola equipment which interfaces with the Police Department radios and establish the ability to have communication interoperability.

The current critical compliance standard priorities for the East Hampton Public Schools encompass Access Control, Surveillance (CCTV), Communication, Hardening of Entries, and Duress Notification.

Phase 1 Allocation:

High School Main Radio Voting Station, Portable Radios & Middle School Receivers \$50,178.

Phase 2 Allocation:

Receiver Sites for Center School & Memorial School, Control Station Central Office, Remaining Communication Components \$19,861.

RESOLUTION OF TOWN COUNCIL

Item 7a

RESOLVED, that the Town Council appropriate FIFTY FOUR THOUSAND NINE HUNDRED SEVENTY FOUR DOLLARS (\$54,974) for costs in connection with hiring an additional police officer for the Police Department; and the appropriation shall be funded from unassigned General Fund balance (\$54,974) and the amount of the appropriation shall be allocated as follows;

- \$41,073 (Police Patrol budget)
- \$13,901 (Health Insurance/Employee Benefits budget).

The appropriation may be spent on wages, benefits and other related expenses.

FURTHER RESOLVED, that the Town Council hereby authorizes the Chairman of the Town Council to call a Special Town Meeting to be held on Monday, October 24, 2016 at the East Hampton Middle School Library/Media Center, 19 Childs Road, East Hampton CT, at 7:00 p.m., to act upon the foregoing recommendations.



MEMO

TO: Town Council & Board of Finance
FROM: Michael Maniscalco, Town Manager
CC: Sean Cox, Chief of Police; Jeff Jylkka, Finance Director
DATE: 10/6/16
SUBJECT: Additional appropriation for 1/2 year officer

TOWN COUNCIL

Patience Anderson
Chairperson
Ted Hintz, Jr.
Vice Chairman
Peter Brown
Melissa Engel
Mark Philhower
Josh Piteo
Kevin Reich

Over the last few weeks the serious injury of Officer Burgin has finally shown light on the significant issue the Chief and I have been concerned with for years. The East Hampton Police Department is not adequately staffed. In every year except the last fiscal year my budget requests have asked for additional officers for the Police Department to no avail.

As a result, we are requesting an additional appropriation to fund the addition of a new patrol officer. The appropriation we are requesting is \$54,974 which will fund an officer from January 1, 2017 to June 30, 2017. The intent is this position will be a permanent addition to the department bringing staffing levels to 15 sworn officers still below the level of officers the department had in 2008. Acknowledging variables like health insurance and step increases, contractually negotiated increases and training we estimate the annual cost to be around \$109,948.

As I can imagine someone may ask how will this impact overtime? As we have discussed during the budget process in previous years there is no statistically significant correlation between staffing and overtime. From my experience overtime has been driven by workload and major cases. While we will not reduce overtime we will gain the following for our residents and our department:

1. Officer safety;
2. Increased Department moral;
3. Better service delivery.

FY 2017 Police Patrol Budget

\$ 1,512,651

New Police Officer

Health Selection	Year 4		
	Single	2-Person	3+
Salary	\$ 67,974	\$ 67,974	\$ 67,974
SS/Medi	5,200	5,200	5,200
Pension	8,973	8,973	8,973
Health	10,292	20,608	27,802
	\$ 92,439	\$ 102,754	\$ 109,948

	FY 2017	FY 2018	FY 2019
Estimated Cost (Jan. 1 start Yr. 1)	54,974	115,445	121,218
Increase		60,471	5,772

Note: Excludes uniform and other allowances

Start Month	FY 2017		
July	92,439	102,754	109,948
August	84,735	94,191	100,786
September	77,032	85,628	91,623
October	69,329	77,066	82,461
November	61,626	68,503	73,299
December	53,923	59,940	64,136
January	46,219	51,377	54,974
February	38,516	42,814	45,812
March	30,813	34,251	36,649
April	23,110	25,689	27,487
May	15,406	17,126	18,325
June	7,703	8,563	9,162

Sirois, Cathy

From: Maniscalco, Mike
Sent: Friday, October 07, 2016 10:09 AM
To: Sirois, Cathy
Subject: FW: Revised Draft memo

Michael Maniscalco, MPA

Town Manager
Town of East Hampton
20 E. High St.
East Hampton CT, 06424

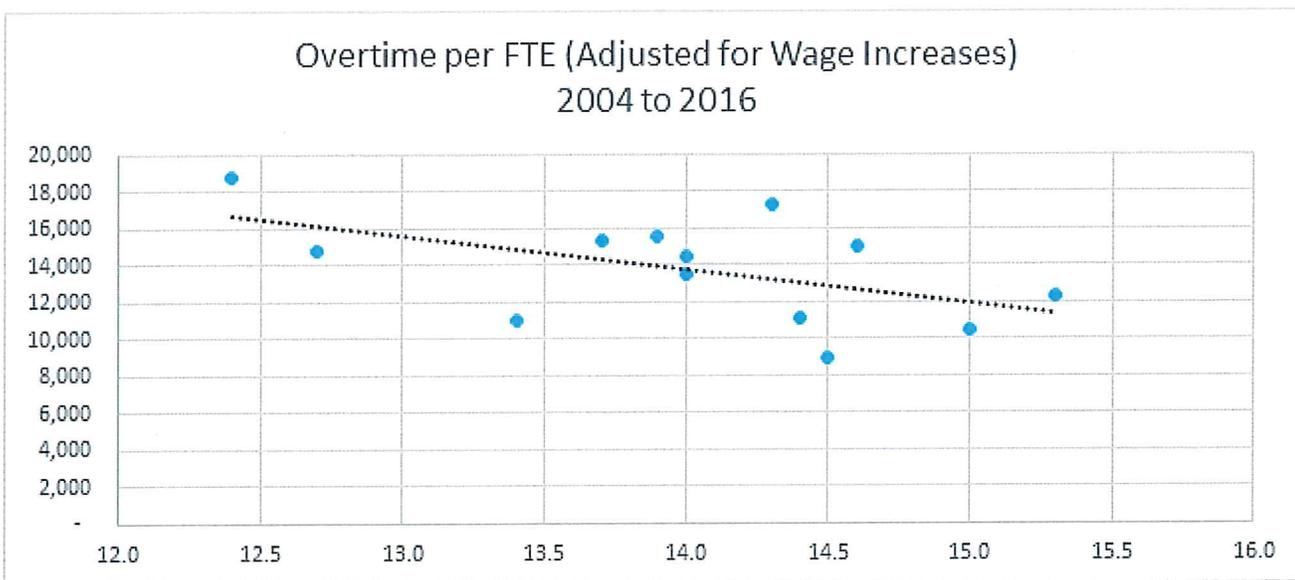
860-267-4468

Please note the change in email to: mmaniscalco@easthamptonct.gov

Follow us on Twitter @EHTown_manager

From: Jylkka, Jeff
Sent: Friday, October 07, 2016 10:04 AM
To: Maniscalco, Mike <mmaniscalco@easthamptonct.gov>
Subject: RE: Revised Draft memo

A graph to show OT per officer. The correlation is $-.54$. I estimate that overtime through the end of the fiscal year will be between \$200,000 and \$217,000. At 15 officers, based on data that I have from 2004 I estimate total overtime to be between \$180K and \$190K per year. By hiring an additional officer in January I would estimate that our overtime will be between \$195K and \$206K.



From: Maniscalco, Mike
Sent: Thursday, October 06, 2016 3:33 PM

Police Officers

16
2008



14
2017



1.355
2008 (Officers Per 1,000)



1.154
2017 (Officers Per 1,000)



RESOLUTION OF TOWN COUNCIL

Item 7b

RESOLVED, that the Town Council appropriate TWENTY THOUSAND DOLLARS (\$20,000) for costs in connection with East Hampton's 250th Celebration; and the appropriation shall be funded from unassigned General Fund balance (\$20,000) and the total amount shall be transferred to the Parks & Recreation Special Revenue Fund. The appropriation may be spent for expenses to celebrate and commemorate this historic event as determined by the 250th Celebration Committee. Upon completion of the celebration, unexpended funds and excess revenues not designated for a particular purpose shall be returned to the General Fund.

Below is a list of potential events and sites to celebrate the 250th anniversary of East Hampton in 2017. These possibilities will need coordination with multiple town agencies and outside organizations.

Events:

Anniversary tree planting
Time capsule (contest)
Anniversary theme for 2017 parades
Governor/ U.S. Senate presentation
Food & Micro Brew festival
5k run
Historian presentations
Gala dinner
Concerts
High School dramas
Anniversary Village Clock
Food festival (\$17.67 meals)
History lectures
Cemetery tours
Fireworks
Witch Hazel tours
Bell Town talks
Graffiti Birthday Card
Town video

Fundraising:

T-shirts/accessories/ commemorative items

Auction

Restaurant coupons

Engraved clock tower names

Corporate sponsors

Kid coin drive (contest)

Ad book

Food Festival admission & fees

Advertising:

Rivereast News Bulletin

AP Day book

Town Website

Broadcast affiliates

Facebook

EH250.org

Hartford Courant Weekend

Direct mail

Press releases

Lawn signs

Street banners

Radio

Logo design (contest)

Catch phrase (contest)



Post Clock Fundraising



Bronze Recognition Plaques with sponsors names are an easy way to raise all or more that is required to purchase a new Verdin clock.

100 names on the clock at the \$250 dollar Level will raise about \$21,000



VERDIN

BELLS & CLOCKS
 SINCE 1842



MEMO

TOWN COUNCIL

- Patience Anderson
Chairperson
- Ted Hintz, Jr.
Vice Chairman
- Peter Brown
- Melissa Engel
- Mark Philhower
- Josh Piteo
- Kevin Reich

TO: Town Council

FROM: Michael Maniscalco, Town Manager

DATE: 10/5/16

SUBJECT: TOWN FACILITIES RFQ/ RFP PROCESS

Since our last meeting I have started working on the RFP and conducting some research. In the process, I spoke with a construction attorney specializing in Design /Build, Colliers Project Managers and the State of CT DAS Construction division. Through this research I have learned a few things that would modify the process we would need to take.

- Through the Friar report the Town has appropriate documentation for programing and space requirements.
- We do not have a bridging document that will describe the quality of building materials the Town would like.
- In order to reasonably expect proposals we can work with we need to do an RFQ/RFP process.
- A Building Committee is needed to deal with the minutia of the RFP Process.

The following is a rough process that I am proposing the Town follow:

1. RFQ would seek qualified teams which would include a location, design group and construction team.
 - These responses would be reviewed by the Town Council and
 - 3 finalists will be chosen by the Council.
2. Concurrently, the Council will name a Building Committee whose responsibility it will be to develop the RFP to include:
 - the programing documents
 - material quality documents
 - the performance expectations
3. The Building committee will then release the RFP to the 3 qualified teams who will submit back a:
 - schematic design
 - project cost
4. The responses will be reviewed by the Building Committee and recommended.
5. The Council will make a bid award.

Once the bid award is made the Council, Building Committee and Awardee will take the project to referendum.

Resolution
Town Facilities Building Committee

WHEREAS: between the years 2005-2008, the Town of East Hampton went through a major review of its Towns' Facilities, contracting with Friar Associates to lead this review;

WHEREAS: The Friar report found Town Facilities lacked space impacting the efficiency and effectiveness of the services delivered to residents;

WHEREAS: minimal work has been done since 2008 to substantially change or enhance the Towns' Facilities;

WHEREAS: Eversource, located immediately behind the Town Hall/Police Department, has announced a major expansion in East Hampton causing parking issues for the Town;

WHEREAS: The Town Council of East Hampton commissioned a Building Evaluation Committee to review the Friar Report, current condition of all Facilities and report recommendations;

WHEREAS: The Facilities Evaluation Committee has presented its findings and recommendations to the Town Council;

WHEREAS: The Town Council recognizes the need to replace the Town Hall and Police Department;

WHEREAS: The Town Council has decided to issue a Request for Qualifications to identify building locations and qualified construction consortiums.

NOW THEREFORE BE IT RESOLVED; the Town Council creates the Town Facilities Building Committee with nine (9) total members whose charge shall be to issue an RFP for the construction of a Town Hall and Police Department to the three qualified applicants from the RFQ process. The RFP shall include: specifics regarding facility programming needs, construction quality requirements and performance expectations. The Building Committee shall evaluate the results of the RFP and make a recommendation for award to the Town Council of the Town Hall/Police Department Building project.

Membership shall be appointed by the Town Council with a term that will terminate on (DATE?). The committee shall be made up one (1) member of the Town Council, one (1) member of the Board of Finance, and seven (7) members of the public who demonstrate knowledge of building, design, architecture, engineering or other related fields.

Ex officio members of the committee will include the Town Manager, or his designee. The Town Manager will budget for and supply staff for the committee to take notes and minutes of committee meetings.

FURTHERMORE BE IT RESOLVED, The Town Council has created the Town Facilities Building Committee with the express intent to:

1. request funds for the development of a formal Request for Proposal(RFP);

2. issue the RFP to the 3 qualified applicants;
3. make a recommendation of one RFP response for award to the Town Council;
4. educate the public on formal plans;
5. in conjunction with the Town Council, seek funds for implementation of formal plans;
6. report to the Town Council, quarterly, on implementation progress.

DRAFT

13 Watrous St, East Hampton

Task Name	Duration	Start	Finish	Sep 4	Sep 11	Sep 18	Sep 25	Oct 2	Oct 9	Oct 16	Oct 23	Oct 30	Nov 6	Nov 13	Nov 20	Nov
1 13 Watrous Street Demo	45d	09/28/16	11/11/16													
2 10 day notification	10d	09/28/16	10/07/16													
3 Insurance cert / Bonds	6d	09/30/16	10/05/16													
4 Verify Utilities Disconnects	16d	10/03/16	10/18/16													
5 Install Project sign	1d	10/10/16	10/10/16													
6 Abatement	12d	10/10/16	10/21/16													
7 Universal Waste	3d	10/11/16	10/13/16													
8 Install Erosion control	3d	10/17/16	10/19/16													
9 Install Crushed stone	5d	10/17/16	10/21/16													
10 Obtain Demo Permit	1d	10/19/16	10/19/16													
11 Demolition	12d	10/24/16	11/04/16													
12 Alternate #1	5d	11/07/16	11/11/16													

Done, Nov 21-16

AGENDA
ITEM # 10f

*Communicate w/ neighbors
re: construction*

**7am - 3:30pm work time*



AGENDA
ITEM # 12

Office of the COLLECTOR OF REVENUE
NANCY HASSELMAN, CCMC
nhasselmann@easthamptonct.gov

October 7, 2016

To: The East Hampton Town Council

Documentation of the below listed tax refunds are available in the Tax Office for your review if you so desire. The refunds total \$8,783.09.

Thank you for your assistance.

Nancy Hasselman, CCMC

Nancy Hasselman, CCMC
Collector of Revenue

	0 • C
	6 • 71 +
	7 • 13 +
	34 • 86 +
	306 • 06 +
	122 • 56 +
	2,941 • 79 +
	84 • 20 +
	26 • 50 +
	45 • 87 +
	149 • 26 +
	578 • 20 +
	19 • 63 +
	54 • 20 +
	77 • 32 +
	25 • 24 +
	3,986 • 77 +
	32 • 62 +
	4 • 68 +
	201 • 50 +
	8 • 95 +
	69 • 04 +
	8,783 • 09 *
	0 • C