



Board of Education Regular Meeting Agenda
501 Kings Highway East, 2nd Floor Board Conference Room
August 27, 2019

7:30 PM

1. Call to Order of the Regular Meeting of the Board of Education and Roll Call
2. Pledge of Allegiance
3. Public Comment*
4. New Business
 - A. Update: Environmental Testing at School Field Sites, Mr. Cummings
 - B. Update and Approval of Plans for Sherman Project, Mr. Papageorge
Recommended Motion: "that the Board of Education approve the Sherman Project Plans as enclosed"
(Enclosure No. 1)
 - C. First Read of Student Survey for Sacred Heart Project, Dr. Preis
(Enclosure No. 2)
 - D. First Read of Proposed Text for International Business Course, Ms. Gottesman
(Enclosure No. 3)
 - E. Update on High School Grading, Mr. Hatzis and Mr. Cavanna
 - F. Approval of the CSDE Authorized Signature Change Form for the Bureau of Health/Nutrition, Family Services and Adult Education, Mrs. Munsell
Recommended Motion: "that the Board of Education approve the Signature Change Form for the Bureau of Health/Nutrition, Family Services and Adult Education per the enclosure"
(Enclosure No. 4)
 - G. Discussion: Facilities Plan and Waterfall, Mr. Papageorge
 - Facilities Plan 2016-2028, Updated 8/2019
 - Summary of Changes to Facilities Plan, 8/2019
 - Updated Waterfall Schedule 2016-2017 to 2027-2028
(Enclosure Nos. 5,6,7)
 - H. First Read of UI Energy Opportunity Program – Proposed Project at FWMS, Mr. Papageorge
(Enclosure No. 8)
5. Approval of Minutes
Recommended Motion: "that the Board of Education approve the June 25, 2019 Regular Meeting Minutes, the July 31, 2019 6:30 PM Special Meeting Minutes and the July 31, 2019 7:00 PM Special Meeting Minutes"
(Enclosure Nos. 9, 10, 11)

6. Superintendent's Report
 - A. Education Legislation Summary
(Enclosure No. 12)
 - B. Summer 2019 Work Update
7. Committee/Liaison Reports
8. Open Board Comment
9. Public Comment*
10. Adjournment

Recommended Motion: "that this Regular Meeting of the Board of Education adjourn"

**During this period the Board will accept public comment on items pertaining to this meeting's agenda from any citizen present at the meeting (per BOE By-Law, Article V, Section 6). Those wishing to videotape or take photographs must abide by CGS §1-226.*

CALENDAR OF EVENTS

September 10, 2019 Regular Meeting	7:30 PM	501 Kings Hwy East 2 nd Floor Board Conference Room
---------------------------------------	---------	---

RELOCATION POLICY NOTICE

The Fairfield Public Schools System provides services to ensure students, parents and other persons have access to meetings, programs and activities. The School System will relocate programs in order to ensure accessibility of programs and activities to disabled persons. To make arrangements, please contact the office of Special Education, 501 Kings Highway East, Fairfield, CT 06825, Telephone: (203) 255-8379.

Town of Fairfield
Roger Sherman Elementary School



Phase 2 CD Estimate (MEP Only)

Proposed Opinion of Probable Construction Cost

16-Aug-19

Task	Unit	takeoff Quantity	Total Cost / Unit	Total Project Development Cost
Division 21 - Fire Suppression				
Fire Main Conn; Backflow, FDC, Wet ACV	ea	1	\$16,000.00	\$16,000
Dry sprinkler system-Entry Canopy; 2-1/2" DPV	SF	800	\$12.00	\$9,600
Wet sprinkler system-Main Bldg	SF	43,232	\$4.50	\$194,544
Subtotal				\$220,144

Task	Unit	takeoff Quantity	Total Cost / Unit	Total Project Development Cost
Division 22 - Plumbing				
New AC Condensate Collection/Disposal	LS (3/4"PVC-1/2"	1	\$22,000.00	\$22,000
New RTUs - Gas Piping	LS	1	\$14,000.00	\$14,000
Subtotal				\$36,000

Task	Unit	takeoff Quantity	Total Cost / Unit	Total Project Development Cost
Division 23 - Mechanical				
Standalone Controls for HVAC Equipment	LS			\$50,000
New RTUs for Renovated Areas	LS			\$392,000
VRV Systems for Classrooms and Corridors	LS			\$850,000
Relocate Existing VRVs	LS			\$15,000
Demolition	LS			\$50,000
Testing, Adjusting and Balancing	LS			\$25,000
Subtotal				\$1,382,000

Task	Unit	takeoff Quantity	Total Cost / Unit	Total Project Development Cost
Division 26 - Electrical				
Fire Alarm/Life Safety/ADA modifications	ls	1	\$19,000.00	\$19,000
Demo electrical	ls	1	\$8,000.00	\$8,000
Demo electrical of stage area in café	ls	1	\$8,000.00	\$8,000
Disconnects, wiring & conduits (gym & media)	ls	1	\$10,000.00	\$10,000
Mechanical equipment connections (A/C)	ls	1	\$148,500.00	\$148,500
Panelboards (225A 208V 3P)	ls	4	\$8,000.00	\$32,000
Fiber, phone & electrical utility work	ls	1	\$0.00	\$0
Power, lgt, FA in relocated IDF	ls	1	\$7,000.00	\$7,000
Electrical connections to new switchboard	ls	1	\$8,000.00	\$8,000
Removal & disposal of existing switchboard	ls	1	\$7,500.00	\$7,500
Relocating of P1 & P1A panelboards	ls	2	\$3,000.00	\$6,000
Subtotal				\$254,000

Task	Unit	takeoff Quantity	Total Cost / Unit	Total Project Development Cost
Misc Architectural				
Ceiling Tile Remove/Replace/Reinstall	ls			\$15,000
Painting	ls			\$5,000
Roof patching and Connections	ls			\$25,000
Subtotal				\$45,000

Task	Unit	takeoff Quantity	Total Cost / Unit	Total Project Development Cost
General Conditions 10%				\$193,714
OH&P 5%				\$96,857
Escalation for Summer 2020 3%				\$58,114
Subtotal				\$348,686
Construction Contingency 3%				\$58,114.32

Total Project Costs				\$2,123,800
----------------------------	--	--	--	--------------------

*this excludes environmental , testing results not received at this point in time.

August 19, 2019

Research Proposal to Fairfield Public Schools

To: Michael Cummings, Superintendent of Schools, Fairfield Public Schools

From: Dr. Deirdra Preis, Assistant Professor of Educational Leadership
Isabelle Farrington College of Education, Sacred Heart University
Retired Housemaster, Fairfield Warde High School, July 2018

Thank you for considering permitting FPS students to participate in a professional research study. As a professor of educational leadership, a recently retired administrator at Fairfield Warde High School and an equity consultant for the district, I thank you very much for your support of this important work. It is my hope that it will benefit the Fairfield Public Schools as well as other suburban school districts by providing potentially useful information that can be used in their school improvement efforts.

Study Rationale: The body of professional literature around achievement/opportunity gaps in suburban schools is relatively modest in comparison to the research focusing on urban districts. As the demographics of the suburbs evolve, school leaders are seeking to learn more about how to meet the needs of a more diverse student population. Research indicates that many students - especially those whose parents have not attended college - largely benefit from access to peers who can provide critical information and the modeling of useful dispositions that can prepare them for attending college, or complete post-secondary training. As many suburban students spend significant amounts of time weekly traveling to and from their schools, time on the school bus should not be overlooked as a social venue that has the potential to impact students' academic self-perception, information received, and the development of various forms of social capital needed for post-secondary success.

Proposal: The purpose of this anonymous study would be to explore the possible impact of the transportation experiences of a group of 4 - 12 minority students on various aspects of their academic habits and college readiness. These students attend (or recently graduated from) Fairfield Warde High School and ride (rode) a particular school bus route to school that services a disproportionately high percentage of students of color. Through individual, face-to-face or telephone interviews of these students the study seeks to examine any impact of this experience on their self-efficacy, academic habits, academic or career aspirations, and access to information and dispositions useful to their preparation for college. **As such, the researcher is requesting from the BOE**

- 1) permission to interview these students at Fairfield Warde High School over the fall of 2019 in a location mutually agreed upon by the Headmaster and the researcher, and**
- 2) access to the following information: the total racial composition (by percent) of the students assigned to the bus in 2018-2019, as well as the total percent of students assigned to the bus that were approved for free or reduced lunch in the 2018-2019 school year.**

The study poses little to no risk to participants as it will be anonymous - *neither the names of the students, bus number, school, town or state will be revealed at any time during or after the study.* The study proposal will also be reviewed and approved by the Institutional Review Board at Sacred Heart University prior to its implementation. Parent/guardian consent will be required for any participants under 18 years of age; all participants will complete consent forms and may choose not to answer selected questions, or may terminate their participation at any time. For their convenience, students will be interviewed at Warde for approximately 30-40 minutes at a mutually convenient time in a location with visible access to other adults, or at a local library. Students will not be compensated for their participation but will receive a \$10 gift card to a local food establishment for their participation. The researcher has authored multiple educational publications on related topics (CV attached).

Thank you very much for consideration of this proposal. Your consent to this study will help to make available potentially valuable research to suburban school leaders and their school improvement teams that can increase their understanding of how certain social situations potentially impact academic performances and college readiness of suburban students of color who attend majority-White high schools.



ISABELLE FARRINGTON
COLLEGE OF EDUCATION
Sacred Heart University

Dear Parent/Guardian of _____:

Thank you for considering allowing your student to participate in an educational study conducted by me over the next two months. As your student is under the age of 18, I am requesting your permission to interview him or her over the next six weeks.

About the Researcher: I am a retired housemaster at Fairfield Warde High School (July 2018) and a part-time consultant working with Warde's students, parents and teachers on improving equity; I am a founding member of Fairfield Warde's Voices for Equity (FWVE). I left Warde to take a full-time professorship in Educational Leadership at Sacred Heart University where I teach and certify educators who aspire to become school administrators. In addition to my teaching responsibilities, I must conduct research to contribute to my field. My specific area of interest is the preparation of school leaders to lead for equity in suburban school districts.

The Research Project: Peers often act as a valuable source of information and modeling for other students, especially when it comes to college planning. Due to a variety of academic and housing practices, suburban students often spend significant amounts of time with peers of similar race, ethnicity and socioeconomic status rather than with a more representative group of students. These patterns of isolation can be seen not only in classrooms but in the transportation experiences of some students as they travel to and from school. *I am seeking to learn from your student specifically how his or her transportation experience to date may have impacted his or her knowledge, self-perception or access to resources around preparing for college or post-secondary planning.* It is my hope that this study will help school leaders to understand the bus as a social space that could positively or negatively impact the development of college-going dispositions and information. This information could be used to improve access by diverse students to the wide range of peers and resources needed to help prepare them for post-secondary success.

How Your Student Will Participate: I am requesting to conduct one, face-to-face interview of your student for approximately 30- 45 minutes (or a phone interview if this is not possible) over the next 6 weeks. If something is unclear, I may contact your student by phone to clarify comments within a month. The information will be kept entirely confidential: your student's name, identification, bus number, school and town will not be released to anyone (including the bus driver or school) at any time. For students' convenience, I have been given permission by Fairfield's Superintendent of Schools

to conduct interviews at Fairfield Warde High School, or we can meet at the local library if the school is unavailable (i.e. Fairfield Woods library); *the only requirement of you will be that you and your student arrange transportation to and from the interview as needed.*

What Kinds of Questions Will My Student Be Asked: Your student will be asked questions connected to the experience of riding his or her bus to the high school. Questions are designed to determine any impact of their busing experience on their social and academic experiences in and outside of school including their knowledge of and participation in activities that can be helpful in preparing for college. I will record the interviews using an iPhone and a hand-held recorder for back-up; again, your student's identification will not be shared with anyone and students may choose not to answer any of the questions asked of them.

Risk to Participants: There is no foreseeable risk to your student; as mentioned earlier, your student's identity will be kept confidential and each participants will be informed in advance that he or she may choose not to answer any interview question.

How Will Participation in This Study Benefit My Student: There is no compensation provided for participation in this study; students will be provided a \$10.00 gift card to a local establishment after the interview as a token of appreciation. Most importantly, your student will be contributing to critical research that may be used by current and potential suburban school leaders to improve their ability to ensure equity for all of their students. Should the research be accepted for publication in an academic journal, a link to the article or a hard copy will be made available to participants who are interested.

Questions: If you have any questions, please feel free to contact me at 203-396-8350 or email me at preis@sacredheart.edu.

Returning the Permission Slip: If you agree to have your student participate, kindly sign the permission form below and return it to me as soon as possible; my contact information is listed below. On the other side of the consent form are three demographic questions; this information will help me to better understand the resources of the participants in this study; you may choose not to answer one or all of them. Email is the fastest way to send the consent form back to me but you can also use my Sacred Heart University address. Once I receive it, I will contact your student to arrange an interview date and time.

I am excited to be providing an opportunity for your student to share his or her voice around this important topic! I thank you for your support of this research project.

Sincerely Yours,

Deirdra Preis, Ed.D
Farrington College of Education
Sacred Heart University
5151 Park Avenue
Fairfield, CT 06825-1000
preis@sacredheart.edu
203-396-8350



ISABELLE FARRINGTON
COLLEGE OF EDUCATION
Sacred Heart University

Dear _____:

Thank you for considering participating in an educational study conducted by me over the next two months. I am requesting your permission to interview you over the next few months either in person or by phone. Below is a description of my research study:

About the Researcher: I am a retired housemaster at Fairfield Warde High School (July 2018) and a consultant working with Warde's students, parents and teachers; I am also a founding member of Fairfield Warde's Voices for Equity (FWVE). I currently teach as a full-time professor of Educational Leadership at Sacred Heart University where I help to train educators who aspire to become school administrators. In addition to my teaching responsibilities, I conduct research and write professionally to add to the research in my field. My specific area of interest is the preparation of school leaders to lead for equity in suburban school districts.

The Research Project: Often, students obtain information about course selection and other key school information from peers and may be influenced by peer attitudes and behaviors around school and college. Due to a variety of districting and leveling practices common to many suburban school districts, suburban students often spend a great deal of time in school with peers of similar races, ethnicities and socioeconomic status, rather than with a more representative group of students. These patterns can be seen not only in classrooms but in the transportation experiences of students as they travel to and from school. I am seeking to learn from you how your transportation experiences at Warde may have impacted your knowledge, self-perception as a student, or access to resources around preparing for college or post-secondary planning. The study will be used to inform school leaders as to the extent to which transportation experiences may impact outcomes for students in relation to academics and college preparation so they can consider this in their work to prepare students for successful participation in a diverse and competitive society. *This is an anonymous study; the identity of the participants and school will be kept completely anonymous throughout and after the study.*

Your Participation: I am requesting to conduct a face-to-face, private interview of you for approximately 30 - 45 minutes (or a phone interview if this is not possible) over the next few months (if I need clarification about one of your responses, I may contact you by phone to clarify within a few weeks). Interviews will take place at a convenient public location such as the local library, coffeeshop or at Sacred Heart University. *This information will be kept entirely confidential: your name, identification, bus*

number, school and town will not be released to anyone (including the bus driver or school) at any time. The only requirement of you is that you arrange transportation to and from the interview. I will record your interview using an iPhone and a backup handheld recorder.

What Kinds of Questions Will Be Asked: You will be asked interview questions connected to the experience of riding the bus to Warde. Questions are designed to determine any impact of your busing experience on your social and academic experiences in and outside of school including your knowledge of and participation in activities that can be helpful in preparing for college. Also, there are three demographic questions in the consent form which I will ask of you; you can choose to not to answer them if you wish. I will record the interviews using an iPhone and a hand-held recorder for back-up; again your identity will not be shared with anyone.

Risk to Participants: There is minimal to no risk to you and you *may choose not to answer any of the questions asked of you.* As I mentioned, your identity will be kept confidential. You may also choose not to participate further at any time during the process.

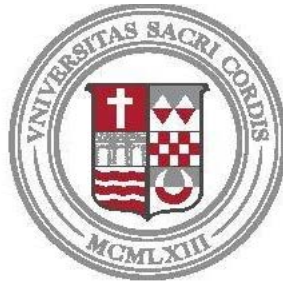
Benefits of Participating in this Study: There is no compensation provided for participation in this study; participants will be provided a \$10.00 gift card after the interview as a token of appreciation. Should the research be accepted for publication in an academic journal, a link to the article or a hard copy will be made available to you if you will supply me with an email address. The greatest benefit to participating in this study is that you will be contributing to critical research that may be used by current and potential suburban school leaders to improve their skills in ensuring equity for all of their students.

Questions: If you have any further questions, please feel free to contact me at 203-396-8350 or email me at preisd@sacredheart.edu.

If you agree to participate, kindly complete the permission form below and return it to me as soon as possible. Students under the age of 18 will also require parent/guardian consent. My contact information is listed below; email is the fastest way to send the form to me but you can also mail it to my Sacred Heart University address. Once I receive your consent, I will contact you to arrange an interview date and time. I am excited to be providing an opportunity for you to share your perspectives around this topic and thank you for your support of this research project.

Sincerely Yours,

Deirdra Preis, Ed.D
Farrington College of Education, Sacred Heart University
5151 Park Avenue
Fairfield, CT 06825-1000
preisd@sacredheart.edu
203-396-8350



**ISABELLE FARRINGTON
COLLEGE OF EDUCATION**
Sacred Heart University

Consent For My Child to Participate in a Research Study

I have read the description of this research study conducted by Dr. Deirdra Preis, a professor of Educational Leadership at Sacred Heart University, and permit my student, _____ (first and last name), to participate in an interview in the fall of 2019. I understand that the information shared and the identity of the students, bus, school, town and state will be kept confidential throughout the study and that there will be no compensation for my child's participation. I understand that it is my responsibility to arrange transportation to and from the interview for my student if needed.

Signature of Parent/Guardian _____

Printed Name of Parent/Guardian _____

Date _____

**Parent/Guardian Email
address** _____

**Parent/Guardian Cell Phone (in case of
emergency)** _____

**Your student's cell phone or email (for purposes of arranging an interview and follow
up)** _____





**ISABELLE FARRINGTON
COLLEGE OF EDUCATION**
Sacred Heart University

Parent/Guardian Demographic Survey

Would you kindly answer the following 3 demographic questions which will be used to help the researcher to understand some of the background supports and resources that may be used by the students in this study. Your responses are voluntary and will be held entirely confidential.

Please circle the answer that pertains to you and your student. You may choose not to answer a question by leaving it blank or by circling the answer "C" below:

- 1) *Is your child currently eligible to receive free and reduced school lunch?*
A. Yes B. No C. I don't know D. I prefer not to answer this question
- 2) *Does your student's parent (s)/guardian own the home or apartment that your child resides in?*
A. Yes B. No C. I don't know D. I prefer not to answer this question
- 3) *Has one or more of your child's parents or guardians attended any amount of college or post-secondary training after high school?*
A. Yes. B. No. C. I don't know D. I prefer not to answer this question.

Thank you for your participation.

Dr. Deirdra Preis

To: Mike Cummings
From: Robin Terwilliger
Date: July 18, 2019
Re: Proposed Text for International Business Course

The Business Department proposes the adoption of the text, *International Business* (Dlabay and Scott, Cengage, 2011).

This book was chosen because it aligned to our curriculum and to the Fairfield Public Schools' Vision of a Graduate. The content can be formatted so the Academic Expectations can easily be integrated and common assessments created to support student growth. The text will serve as the core reading of the course and will be supplemented by contemporary resources such as texts, videos, and other materials relevant to the course curriculum standards.

This book introduces students to some of the fundamental concepts of International Studies. Major world regions and selected countries within those regions are discussed with respect to the people, and their physical, demographic, cultural, political, and economic characteristics. Several concepts and global issues are explored, among which the physical environment, conflict, inequality, global interconnectedness, and the movement of goods and people across borders are central. This book will help emphasize contemporary events, particularly as they relate to the fundamental themes covered.

Using this text students will

Describe various international business activities and the economic, cultural and political environment of global business.

Describe international business topics such as:

- importing and exporting procedures
- foreign exchange
- legal agreements
- international business management

Describe international business organization including:

- managing employees
- human resources
- organized labor unions
- career planning

Describe international marketing including:

- international product development
- international pricing
- international distribution and activities
- international promotional strategies

UNITS OF STUDY

Unit 1 – Foundations of International Business

- Life in a global Economy
- International Business Concepts
- Culture Influences

Unit 2 – Organizing for International Business

- Importing, Exporting & Trade Relations
- Foreign Exchange
- International Finance
- Legal Agreements Around the World

Unit 3 –Managing in a Global Economy

- Human Resource Management
- Labor Around the World
- International Career Planning

Unit 4 - Marketing in a Global Economy

- Goods & Services for Global Markets
- Global Promotional Strategies

A hardbound copy of the text will be available in central office for Board of Education members and members of the public to review.



Connecticut State Department of Education
Bureau of Health/Nutrition, Family
Services and Adult Education
Child Nutrition Programs
450 Columbus Boulevard, Suite 504
Hartford, CT 06103-1841

FOR STATE USE ONLY

Effective Date: _____
AGREEMENT NUMBERS:
School Programs _____
Child Day Care Centers _____

Adult Day Care Centers _____
Day Care Homes _____
Summer Food Service _____

Authorized Signatures Change Form

Read the *Instructions to Complete the Authorized Signatures Change Form* before completing the form. Return this form to the CSDE Child Nutrition Programs at the address above.

This is to certify that on August 27, 2019, as shown in the minutes of
Date

The Regular Meeting of the Fairfield Board of Education

Name of Corporation, Board of Education or Governing Body

the following action was taken to revise the Authorized Signers of the **ED-099 Agreement for Child Nutrition Programs**.

1. The person designated below is authorized to sign this agreement and to sign claims for reimbursement.

<hr/> <i>Signature</i> Superintendent of Schools, Fairfield Public Schools <hr/> <i>Title (superintendent of schools, mayor, selectman, president or chairperson of the board, pastor, or commissioner)</i>	Mike Cummings <hr/> <i>Printed Name</i> 8/27/2019 <hr/> <i>Date</i>
--	--

2. In the absence or incapacity of the first designated individual, the second person designated below is authorized to sign claims for reimbursement.

<hr/> <i>Signature</i> Executive Director of Finance and Business Services <hr/> <i>Title (assistant superintendent, business official, principal, headmaster, city or town manager, executive director, or deputy commissioner)</i>	Doreen Munsell <hr/> <i>Printed Name</i> 8/27/2019 <hr/> <i>Date</i>
---	---

3. The signature below certifies the above action.

<hr/> <i>Signature</i> Jessica Gerber <hr/>	Board of Education Secretary <hr/> <i>Title (Secretary of Corporation, Town Clerk, Secretary of the Board)</i> <hr/>
--	---

This form is available at <https://portal.ct.gov/-/media/SDE/Nutrition/NSLP/Forms/SignatureChange.pdf>. The instructions are available at <https://portal.ct.gov/-/media/SDE/Nutrition/NSLP/Forms/SignatureChangeInstructions.pdf>.

Fairfield Public Schools Facilities Plan 2016 – 2028



Fairfield Ludlowe High School Tennis Courts



**Roger Ludlowe Middle School
Cooling Tower**



Mill Hill Elementary School

Approved by the Board of Education
on

June 23, 2015

Updated on August 21, 2017

Updated on August 21, 2018

Updated on June 11, 2019

Updated on August 14, 2019

Fairfield Public Schools Facilities Plan 2016-2028

Introduction

We are pleased to present this update to the Fairfield Public Schools Facilities Plan. This document serves as guidance for the Board of Education as it prepares its list of capital requests from the Town of Fairfield. It also dovetails with the Town's "Waterfall" schedule, the blueprint from which the Town calculates and tracks its annual and long-term debt. Our overarching goal of this Plan is to meet the capital needs of the school district – its 17 school buildings comprising approximately 2 million square feet – and the financial capability of the Town.

We believe this Plan accurately represents the needs and estimated costs for the Fairfield Public Schools for the next ten years. Obviously, as we have learned from experience, emergency or unforeseen situations can develop that will necessitate the inclusion of other projects as yet unknown to us. Pricing can also change based on the market for labor and materials. We intend for this to be a "living document," updated on an annual basis, as part of the Board's and Town's long-range planning.

Angelus Papageorge
Executive Director of Operations
August 21, 2018
Updated August 14, 2019

Table of Contents

Fairfield Board of Education – Facilities Planning Principles	1
Fairfield Public Schools Summary of Enrollment Projections by School and Year.....	4
Statement of Needs.....	6
Burr Elementary	6
Dwight Elementary	6
Holland Hill Elementary	7
Jennings Elementary	7
McKinley Elementary	8
Mill Hill Elementary	8
North Stratfield Elementary	9
Osborn Hill Elementary	10
Riverfield Elementary	11
Sherman Elementary	11
Stratfield Elementary.....	12
Fairfield Woods Middle	12
Roger Ludlowe Middle	12
Tomlinson Middle	13
Fairfield Ludlowe High.....	13
Fairfield Warde High	14
Fairfield High School’s Walter Fitzgerald Campus.....	14
Methodology for Determining Project Cost Estimates	15
2016-2028 Summary by Project Start Date.....	16
2016-2017 Summary by Year	17
2017-2018 Summary by Year	18
2018-2019 Summary by Year	19
2019-2020 Summary by Year	20
2020-2021 Summary by Year	21
2021-2022 Summary by Year	22
2022-2023 Summary by Year	23
2023-2024 Summary by Year	24
2024-2025 Summary by Year	25
2025-2026 Summary by Year	26
2026-2027 Summary by Year	27
2027-2028 Summary by Year	28
Future Projects (beyond 2028)	29
Sherman Elementary Cost Estimate Breakdown	30
Mill Hill Elementary Project Team Initial Funding Cost Estimate Breakdown	31
Mill Hill Elementary Cost Estimate Breakdown.....	32
Jennings Elementary Cost Estimate Breakdown.....	33
Sherman Elementary Cost Estimate Breakdown	34
Dwight Elementary Cost Estimate Breakdown.....	35
Appendix A – Building Use and Capacity Report (Milone & MacBroom February 13, 2018)	36
Appendix B - Building Use and Capacity Report Updated for 2018 – 2019 Programs	37
Appendix C - Portable Classroom Study	38

Fairfield Board of Education - Facilities Planning Principles

Adopted
on
June 22, 2010

1. Core Facilities - *Additional classrooms shall not be added without addressing the core facilities that they will impact.* With any new classroom additions at our schools, we must equally incorporate relative additional space to expand core facilities when necessary. More children may bring more space needs in the cafeteria, library, gymnasium, bathrooms, and hallways.

2. Class Size - *Facilities planning, whenever possible, shall have a goal of providing adequate space to enable educational guidelines to be met.* Class size should not be viewed as a variable designed to simplify facilities and budgetary problems. Class size should not be used as a means to fit students into the limited space we have, wherever it may be. Instead we should endeavor to provide appropriate facilities that meet educational specifications throughout the district.

3. Specialized Curriculum - *We must provide, whenever possible, appropriate and dedicated spaces for specialized curriculum needs such as special education, art, music, and technology.* We should endeavor to provide appropriate and dedicated spaces for specialized curriculum needs, as specified in the Educational Specifications that are generated for our elementary schools. In particular, space must be provided for art, music, technology and special education. These critical components of our curriculum cannot be effectively delivered “on a cart,” in a closet, or in similar inappropriate spaces.

4. Enrollment Projections - *A long-term plan should account for and accommodate peak enrollment projections.* When realistic and feasible we should not ignore the new dynamics that play a role in school population like in-migration, zoning density, regional economy, or being named “The Best Town in Connecticut” by CT Magazine. We should endeavor, whenever possible, to use projected enrollment figures that account for these factors, and that compensate for the fact that recent projections have at times underestimated actual enrollment, when determining space needs.

5. Stability - *We should strive to create district plans that provide stability for the district’s students.* We should endeavor to plan for stability in our educational system. Whenever possible, redistricting should not be revisited every 3-5 years, especially without a major event such as a school opening or closing.

6. Headroom – *To ensure stability we should leave headroom in each school - the maximum number we should PLAN to is 90%/85% of capacity.* We should ensure that headroom is built into our calculations for school planning. Because enrollment projections are not an exact science, district planning must account for the statistical variance between projected and actual enrollments. As such, whenever possible, schools should be operated at a utilization level that accommodates year-to-year fluctuations in enrollment without resorting to inappropriate measures such as redistricting or buying and installing portable classrooms. For elementary schools, this utilization level is 90%. For middle and high schools, this utilization level is 85%.

7. Commitment to Adding Space Where Students Are Located – *At the elementary school level we must have a commitment of maintaining the concept of “neighborhood schools” and/or allowing students to attend the elementary school which is reasonably close to the students’ homes whenever educationally feasible and possible.* We should not be busing students past or away from their neighborhood school or a school which is reasonably close to their home because there is an open seat in another school located in different part of town. Therefore, the planning process must evaluate where the population centers are and build or expand in those areas.

8. Phase out Temporary Solutions (Portables) - *Eliminate the Town's reliance on portable classrooms as a permanent substitute for brick and mortar classrooms.* Whenever possible phase out the temporary solutions by eliminating the Town’s reliance on temporary portable classrooms – wood, steel, or otherwise – as a permanent substitute for brick and mortar classrooms.

This document is organized into several sections. The first section updates the enrollment to include projections provided by Milone & MacBroom in their November 28, 2017 Ten-Year Enrollment Projections report. The second section is a Statement of Needs for each school, whether or not any project is proposed for the school in this Plan. There are no costs associated with the Statement of Needs.

The third section gives an overview of the projects recommended for 2016-2028 with an estimated cost. These are based in a priority sequence based on the condition of the building (for example, Mill Hill) and/or pressing enrollment issues. The fourth section gives the details behind each of these projects. We have included a description of our cost methodology for estimating these projects.



Elementary School Projections

K-5 Enrollment Projections, by School

School	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Burr	378	367	364	364	355	357	358	359	369	369
Dwight	333	337	326	311	309	321	311	312	328	351
Holland Hill	375	385	388	384	397	403	407	402	400	404
Jennings	297	297	288	289	291	300	303	297	299	304
McKinley	432	424	415	420	395	408	408	410	416	418
Mill Hill	341	347	361	367	366	368	374	384	382	382
North Stratfield	379	374	373	386	389	384	391	390	390	392
Osborn Hill	401	381	370	376	378	372	379	384	396	399
Riverfield	417	420	426	441	455	455	461	461	469	462
Roger Sherman	469	471	486	473	453	465	469	465	471	482
Stratfield	397	382	378	379	375	376	388	399	404	415
Total	4,219	4,185	4,175	4,190	4,163	4,209	4,249	4,263	4,324	4,378

Medium (Best Fit) Projections Model

* Opt-in program influences the accuracy of the individual school projections at participating schools



Middle School Projections

Middle School Projected Enrollment

School	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Fairfield Woods	941	921	908	835	806	738	727	729	786	784	803
Roger Ludlowe	861	846	883	826	850	852	848	840	850	867	866
Tomlinson	656	657	648	622	601	596	577	578	549	557	562
District Total	2,458	2,424	2,439	2,283	2,257	2,186	2,154	2,147	2,185	2,208	2,231

Medium (Best Fit) projections model

11/29/2017

15



High School Projections

High School Projected Enrollment

School	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Fairfield Warde	1,507	1,455	1,425	1,456	1,420	1,433	1,386	1,304	1,285	1,233	1,212
Fairfield Ludlowe	1,523	1,485	1,442	1,498	1,470	1,466	1,474	1,408	1,396	1,367	1,377
Alternative Ed.	31	31	31	31	31	31	31	31	31	31	31
District Total	3,061	2,971	2,898	2,985	2,921	2,930	2,891	2,743	2,712	2,631	2,620

Medium (Best Fit) projections model

* Assumes that Alternative High School enrollment remains the same as 2017-18 levels over the next ten years

11/29/2017

17

FACILITY EVALUATION

Statement of Needs

The district conducted an assessment that considered the current use and condition of the facilities throughout the Fairfield Public Schools (including regular and special area classrooms, technology centers, grounds, parking, libraries/media centers, athletic fields, gymnasiums, etc.). Principals participated in the review of the facilities to provide perspective and insight with regard to programs and the use of assigned spaces. The assessment was then updated to reflect information in the Milone & MacBroom Report of February 13, 2018 (Appendix A & B).

Elementary Schools:

Burr Elementary School

***Built:** 2004*
***Renovated:** N/A*
***Status:** N/A*
***Portables:** None*

Parking issues

- Expand parking lots for staff and visitors
- Extend sidewalk along front parking lot for improved safety

Kitchen storage issues

- Expand kitchen for extra storage, refrigerators and freezers
- Relocate custodial slop sink in kitchen manager's office

Building storage issues

- Provide storage rooms for custodial and maintenance needs
- Provide storage rooms for staff and school materials

Building HVAC control system upgrades

- Design and install new HVAC BMS controls for better operating functions and new technology equipment

Security systems and safety issues

- Provide increased security and safety measures

Dwight Elementary School

***Built:** 1962*
***Renovated:** 1960's & 2000*
***Status:** N/A*
***Portables:** None*

Full renovation and upgrades, including ADA

- Upgrade the building and the site for ADA compliance
- Include space for a new elevator
- Connect the two building wings with a closed-in connector corridor
- Design and install new fire sprinkler system
- Design and install new HVAC fresh air and air-conditioning system
- Expand the library media center
- Renovate and upgrade bathrooms

Program/Capacity Deficiencies

- Provide 1.0 Computer Lab Classroom
- Provide 1.0 Band Classroom
- Provide .5 Gifted Classroom
- Provide .5 SPED Areas
- Provide .25 Early Literacy Classroom
- Provide .5 Conference Room

Security systems and safety issues

- Provide increased security and safety measures

Parking issues

- Extend sidewalk along front entrance loop for improved safety
- Relocate high electrical wires and telephone poles for bus and truck traffic

Kitchen storage issues

- Expand kitchen for extra storage, refrigerators and freezers
- Investigate the need for a second serving line

Building storage issues

- Provide storage rooms for custodial and maintenance needs
- Provide storage rooms for staff and school materials

Septic system upgrade/replacement

- Design and install new septic system for replacement of existing system

Playground Issues

- Accessibility issues with stairs and ramp

Holland Hill Elementary School

Built: 1956

Renovated: 1978, 2001 and 2019

Status: N/A

Portables: None

At the completion of the large renovation/addition project in 2020 there may be some additional site/building needs.

Jennings Elementary School

Built: 1967

Renovated: 2000 & 2002

Status: N/A

Portables: 1 (purchased in 2002)

Renovation and Addition

- Design and install an addition to eliminate the portable classroom
- Implement all building code, life safety code and fire code requirements
- Upgrade core facilities (expand APR/Cafeteria for increased enrollment)
- Design and install new fire sprinkler system
- Design and install new HVAC fresh air and air-conditioning system

Program/Capacity Deficiencies

- Provide 1.0 Music Classroom
- Provide 1.0 Instrumental Music Classroom
- Provide 1.0 Computer Lab Classroom
- Provide .5 LAC, MRT, IIT, Instructional Support, and Conference
- Provide .5 Gifted Room

Provide .25 ELT Room
Provide .25 ELL Room
Provide .25 Spanish Teacher Office
Provide .25 OT/PT Room

Kitchen storage issues

Expand kitchen for extra storage, refrigerators and freezers
Investigate the need for a second serving line

Building storage issues

Provide storage rooms for custodial and maintenance needs
Provide storage rooms for staff and school materials

Building HVAC control system upgrades

Design and install new HVAC BMS controls for better operating functions and new technology equipment

Parking issues

Expand parking lots for staff and visitors
Extend sidewalk along front entrance loop for improved safety

Security systems and safety issues

Provide increased security and safety measures

McKinley Elementary School

Built: 2003

Renovated: N/A

Status: N/A

Portables: None

Building HVAC control system upgrades

Design and install new HVAC BMS controls for better operating functions and new technology equipment

Parking issues

Expand parking lots for staff and visitors

Security systems and safety issues

Provide increased security and safety measures

Mill Hill Elementary School

Built: 1955

Renovated: 1978, 1991, 2000 and 2020

Status: Mill Hill Building Committee formed In 2018 to work on a renovation and addition project

Portables: 5 (3 purchased in 2008, 1 purchased in 2001 & 1 purchased in 2000)

Renovation and Addition

Design and install an addition to eliminate portable classrooms
Implement all building code, life safety code and fire code requirements
Upgrade core facilities (expand APR/Cafeteria for increased enrollment)
Design and install new HVAC fresh air and air-conditioning system

Program/Capacity Deficiencies

Provide 5.0 General Classrooms
Provide 1.0 Music Classroom
Provide 1.0 Computer Lab Classroom

Provide .5 Instrumental Music Classroom
Provide .5 Gifted Room
Provide .5 SPED Room
Provide .5 OT/PT Room
Provide .25 ELT Room
Provide .25 ELL Room
Provide .25 MRT Room
Provide .25 IIT Room
Provide .25 Spanish Teacher Office
Provide .25 Social Worker Office

Kitchen storage issues

Expand kitchen for extra storage, refrigerators and freezers
Investigate the need for a second serving line

Building storage issues

Provide storage rooms for custodial and maintenance needs
Provide storage rooms for staff and school materials

Building HVAC control system upgrades

Design and install new HVAC BMS controls for better operating functions and new technology equipment

Parking issues

Expand parking lots for staff and visitors
Extend sidewalk along front entrance loop for improved safety

Security systems and safety issues

Provide increased security and safety measures

North Stratfield Elementary School

Built: 1961
Renovated: 1996 & 2000
Status: N/A
Portables: None

Renovation and Addition

Implement all building code, life safety code and fire code requirements
Upgrade core facilities
Design and install new HVAC fresh air and air-conditioning system

Program/Capacity Deficiencies

Provide 1.5 Gym Space
Provide .5 Instrumental music classroom
Provide .5 Gifted Room
Provide .5 SPED Room
Provide .5 OT/PT Room
Provide .25 ELL Room

Kitchen storage issues

Expand kitchen for extra storage, refrigerators and freezers
Investigate the need for a second serving line

Parking issues

Expand parking lots for staff and visitors

Building storage issues

Provide storage rooms for custodial and maintenance needs

Provide storage rooms for staff and school materials

Building HVAC control system upgrades

Design and install new HVAC BMS controls for better operating functions and new technology equipment

Security systems and safety issues

Provide increased security and safety measures

Osborn Hill Elementary School

Built: 1958

Renovated: 1969, 1981, 1997, 2000, 2009 Annex Building (five classroom addition) and 2015 gymnasium renovation

Status: N/A

Portables: None

Renovation and Addition

Implement all building code, life safety code and fire code requirements

Upgrade core facilities

Design and install new fire sprinkler system

Design and install new HVAC fresh air and air-conditioning system

Install additional lockers due to increased enrollment

Program/Capacity Deficiencies

Provide 1.0 Instrumental Music Classroom

Provide .5 Teachers Work Room

Provide .5 Conference Room

Provide .5 Art Room

Provide .5 Music Room

Provide .5 Gifted Room

Provide .5 SPED Room

Provide .25 LAC Room

Provide .25 ELL Room

Provide .25 MRT Room

Provide .25 IIT Room

Provide .25 Spanish Teacher Office

Provide .25 Literary Tutor Office

Provide .25 Social Worker Office

Parking issues

Expand parking lots for staff and visitors

Building storage issues

Provide storage rooms for custodial and maintenance needs

Provide storage rooms for staff and school materials

Building HVAC control system upgrades

Design and install new HVAC BMS controls for better operating functions and new technology equipment

Security systems and safety issues

Provide increased security and safety measures

Riverfield Elementary School

Built: 1959
Renovated: 1971, 2000 & 2015
Status: N/A
Portables: None

Building storage issues

- Provide storage rooms for custodial and maintenance needs
- Provide storage rooms for staff and school materials

Building HVAC control system upgrades

- Design and install new HVAC BMS controls for better operating functions and new technology equipment

Security systems and safety issues

- Provide increased security and safety measures

Sherman Elementary School

Built: 1963
Renovated: 1977, 2001, 2009 and 2019
Status: Phase one – 2009 Annex Building (six classroom addition) completed
Phase two – 2012 Partial Addition and Renovation completed by SPSBC
Phase three – 2018-2019 Roger Sherman Building committee formed in 2018 to work on phase three renovation project
Portables: 1 (Purchased in 2001 and moved from FHS in 2003)

Renovation and Addition

- Implement all building code, life safety code and fire code requirements
- Upgrade core facilities
- Design and install new fire sprinkler system
- Design and install new HVAC fresh air and air-conditioning system
- Install new and additional lockers due to increased enrollment

Program/Capacity Deficiencies

- Provide .5 OT/PT Classroom
- Provide 1.0 Instrumental Music Classroom
- Provide 1.0 Computer Lab Classroom
- Provide .5 Teachers Work Room
- Provide .25 Spanish Teacher Office
- Provide .25 Social Worker Office
- Provide .25 Server Room

Parking issues

- Expand parking lots for staff and visitors
- Extend sidewalk along front entrance loop for improved safety

Building storage issues

- Provide storage rooms for custodial and maintenance needs
- Provide storage rooms for staff and school material

Building HVAC control system upgrades

- Design and install new HVAC BMS controls for better operating functions and new technology equipment

Security systems and safety issues

- Provide increased security and safety measures
- Close in canopy walkway from Annex Building to School Building

Stratfield Elementary School

Built: 1929
Renovated: 1948, 1972 & 2010
Status: N/A
Portables: None

Kitchen storage issues

Expand kitchen for extra storage, refrigerators and freezers
Investigate the need for a second serving line

Building HVAC control system upgrades

Design and install new HVAC BMS controls for better operating functions and new technology equipment

Security systems and safety issues

Provide increased security and safety measures

Middle Schools:

Fairfield Woods Middle School

Built: 1954
Renovated: 1961, 1972, 1995 & 2011
Status: N/A
Portables: None

Renovation and Addition

Design and install new HVAC fresh air and air-conditioning system to add to existing system to cover entire school

Windows

Replace old windows with new windows

Building storage issues

Provide storage rooms for custodial and maintenance needs
Provide storage rooms for staff and school materials

Building HVAC control system upgrades

Design and install new HVAC BMS controls for better operating functions and new technology equipment

Security systems and safety issues

Provide increased security and safety measures

Roger Ludlowe Middle School

Built: 2003
Renovated: N/A
Status: N/A
Portables: None

Building storage issues

Provide storage rooms for custodial and maintenance needs
Provide storage rooms for staff and school materials

Building HVAC control system upgrades

Design and install new HVAC BMS controls for better operating functions and new technology equipment

Security systems and safety issues

Provide increased security and safety measures

Tomlinson Middle School

Built: 1917

Renovated: 1942, 1958, 1976 and 2006

Status: N/A

Portables None

Renovation and Addition

Evaluate cafeteria size and options to accommodate enrollment

Design and install new HVAC fresh air and air-conditioning system to add to existing system to cover entire school

Kitchen storage issues

Expand kitchen for extra storage, refrigerators and freezers

Building storage issues

Provide storage rooms for custodial and maintenance needs

Provide storage rooms for staff and school materials

Building HVAC control system upgrades

Design and install new HVAC BMS controls for better operating functions and new technology equipment

Parking issues

Expand parking lots for staff and visitors

Security systems and safety issues

Provide increased security and safety measures

High Schools:**Fairfield Ludlowe High School**

Built: 1950

Renovated: 1963, 1972, 1995, 2005 & 2015

Status: N/A

Portables: None

Renovation and Addition

Design and install new HVAC fresh air and air-conditioning system to add to existing system to cover entire school

Renovate all boys and girls gang bathrooms

Parking issues

Expand parking lots for staff, visitors and growing student enrollment that drives and investigate all the parent drop-off areas for handling increased enrollment

Building storage issues

Provide storage rooms for custodial and maintenance needs

Provide storage rooms for staff and school materials

Building HVAC control system upgrades

Design and install new HVAC BMS controls for better operating functions and new technology equipment

Security systems and safety issues

Provide increased security and safety measures

Fairfield Warde High School

Built: 1955

Renovated: 2003 and 2006

Status: N/A

Portables: None

Renovation and Addition

Design and install classrooms to accommodate increased enrollment

Install additional lockers to accommodate increased enrollment

Design and install an addition onto the existing cafeteria to accommodate increased enrollment

Design and install new HVAC fresh air and air-conditioning system to add to existing system to cover entire school

Renovate all boys and girls gang bathrooms

Windows

Replace old windows with new windows

Building storage issues

Provide storage rooms for custodial and maintenance needs

Provide storage rooms for staff and school materials

Building HVAC control system upgrades

Design and install new HVAC BMS controls for better operating functions and new technology equipment

Kitchen storage issues

Expand kitchen for extra storage, refrigerators and freezers and make arrangements to open and operate the fourth serving line

Security systems and safety issues

Provide increased security and safety measures

Fairfield High School's Walter Fitzgerald Campus (formerly the Alternative High School)

In fiscal year 2008-2009 the CO-OP and PAL programs were combined and the Alternative High School was created. This program is housed in a leased facility located at 108 Biro Street formerly known as St. Emery's School now known as Walter Fitzgerald Campus. This lease is negotiated and facilitated by the Town of Fairfield.

Methodology for Determining Project Cost Estimates

1. Review and define scope of work with the principal, staff and users.
2. Review and define scope of work with the Central Office internal renovation and construction professionals.
3. Perform a history “checks and balances” of past similar projects, similar scope of work, bid documents and cost estimates.
4. Solicit opinions at no cost from consultants, vendors, and contractors for similar projects to provide cost estimates.
5. Discuss scope of projects with the Town Department of Public Works and Purchasing for assistance with similar projects for cost estimating purposes.
6. Review project scope for the Division of Construction Services (DCS) reimbursement, capability, and filing.
7. Review project for possible grants and funding sources from the State and/or other local organizations.
8. Calculate project scope square footage and provide draft costs per square foot from the following sources:
 - a. DCS cost per square foot for educational facilities
 - b. Contractor’s cost per square foot for similar projects
 - c. Previous bid projects/documentation for similar scope of work
9. Investigate hazardous material issues with old building materials to identify if testing data needs to be figured into the cost estimates. Estimates are based on past similar projects.
10. Review architectural, engineering, and other consultants required for projects and provide cost estimates based on verbal discussions and past similar projects.
11. Investigate and define the project scheduling to identify if all work will be straight time versus premium time.
12. Determine project contingencies according to the size of the project, the scope of work and the possibility of unknowns for the building and/or the project site.
13. Incorporate project safety procedures and interim life safety measures for work to be performed in an educational facility, as well as work performed during occupied hours.
14. For projects that are scheduled over multiple years and/or are part of a long term plan, cost escalation factors are figured into the cost estimate.
15. Determine project cost estimate.

Fairfield Public Schools
Long Range Facilities Plan
2016-2028 Summary by Project Start Date

School	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	Estimated Total
Burr Elementary School	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650,000
Dwight Elementary School	55,500	-	-	200,000	-	-	-	5,681,640	-	-	-	-	\$ 5,937,140
Holland Hill Elementary School	1,240,000	17,300,500	-	-		-	-	-	-	-	-	-	\$ 18,540,500
Jennings Elementary School	-	-	-	-		3,053,320	-	-	1,278,075	-	-	-	\$ 4,331,395
McKinley Elementary School	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Mill Hill Elementary School	-	-	1,500,000	20,500,600	250,000	-	-	-	-	-	-	-	\$ 22,250,600
North Stratfield Elementary School		-	-	-	-	-	200,000	-	335,024	1,815,510	-	-	\$ 2,350,534
Osborn Hill Elementary School	-	-	-	-	1,409,046	200,000	-	-	364,652	-	-	-	\$ 1,973,698
Riverfield Elementary School	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Sherman Elementary School	-		3,200,000	-	-	-	3,000,000	-	-	-	-	-	\$ 6,200,000
Stratfield Elementary School	-	-	-			125,000	601,775	-	-	-	250,000	-	\$ 976,775
Fairfield Woods Middle School	2,287,000	-	-	-	250,000	-	-	984,970	-	825,000	-	873,515	\$ 5,220,485
Roger Ludlowe Middle School	-	-	-	-	\$ 500,000	-	-	-	-		265,000	-	\$ 765,000
Tomlinson Middle School	-	856,250	-	440,000	-		-	825,000	-	1,018,528	-	-	\$ 3,139,778
Early Childhood Center	-	-	-	-	-	500,000	-	-	-	-	-	-	\$ 500,000
Fairfield Ludlowe High School	4,502,624		275,000	550,000	250,000	-	1,125,000	-	-	-	-	-	\$ 6,702,624
Fairfield Warde High School	-	1,325,000		300,000	1,250,000	1,697,031	3,150,000	250,000	250,000	-	250,000	-	\$ 8,472,031
Secondary Schools	-	-	200,000	-	-	-	-	-	-	-	-	-	\$ 200,000
District Wide	2,020,692	335,000	1,318,245	1,206,755	-	-	-	-	500,000	-	-	-	\$ 5,380,692
Walter Fitzgerald Campus	-	-	-	-	2,430,000		-	-	-	-	-	-	\$ 2,430,000
Total - Gross Estimate	10,105,816	19,816,750	6,493,245	23,197,355	6,339,046	5,575,351	8,726,775	7,741,610	2,727,751	3,659,038	765,000	873,515	\$ 96,021,252
DCS Reimbursement	(1,964,984)	(4,798,829)	(1,242,210)	(5,198,952)	(357,334)	(774,322)	(1,724,480)	(1,713,484)	(324,120)	(669,633)	-	-	\$ (18,768,349)
Total - Net Estimate	\$ 8,140,832	\$ 15,017,921	\$ 5,251,035	\$ 17,998,403	\$ 5,981,712	\$ 4,801,029	\$ 7,002,295	\$ 6,028,126	\$ 2,403,631	\$ 2,989,405	\$ 765,000	\$ 873,515	\$ 77,252,904

*Some projects may Include an annual 5 percent construction inflation adjustment

**Fairfield Public Schools
Long Range Facilities Plan
Summary by Year
2016-2017**

School	Description	Cost Estimate
District wide	Security Infrastructure Project*	\$ 2,020,692
Dwight Elementary School	Playground retaining wall and stairs*	55,500
Fairfield Ludlowe High School	Replace two 1971 boilers*	594,950
	New windows	3,907,674
	Subtotal Fairfield Ludlowe High School	4,502,624
Fairfield Woods Middle School	Roof project	2,287,000
Holland Hill Elementary School	Project team initial funding and temporary (portable) classrooms	1,240,000
	Gross Total	10,105,816
	Estimated DCS Reimbursement	(1,964,984)
	Net Total	\$ 8,140,832

*Potential short-term capital non-recurring projects

**Fairfield Public Schools
Long Range Facilities Plan
Summary by Year
2017-2018**

School	Description	Cost Estimate
District wide	Security Infrastructure Project*	\$ 335,000
Holland Hill Elementary School	New addition and renovation	17,300,500
Fairfield Warde High School	Artificial turf field*	750,000
	LMC HVAC replacement*	250,000
	Blake tennis courts replacement*	325,000
	Subtotal Fairfield Warde High School	1,325,000
Tomlinson Middle School	Minor roof replacement*	856,250
	Gross Total	19,816,750
	Estimated DCS Reimbursement	(4,798,829)
	Net Total	\$ 15,017,921

*Potential short-term capital non-recurring projects

**Fairfield Public Schools
Long Range Facilities Plan
Summary by Year
2018-2019**

School	Description	Cost Estimate
District wide		
	Security Infrastructure Project*	\$ 345,250
	IT switch replacement Project -phase I*	972,995
	Subtotal District wide	1,318,245
Fairfield Ludlowe High School		
	Student parking lot paving*	275,000
Mill Hill Elementary School		
	Project team initial funding	1,500,000
Secondary Schools		
	I.T. CAT 6-Electrical Project*	200,000
Sherman Elementary School		
	Renovate and upgrade - phase III	3,200,000
	Gross Total	6,493,245
	Estimated DCS Reimbursement	(1,242,210)
	Net Total	\$ 5,251,035

*Potential short-term capital non-recurring projects

**Fairfield Public Schools
Long Range Facilities Plan
Summary by Year
2019-2020**

School	Description	Cost Estimate
District wide		
	IT switch replacement Project -phase II*	\$ 581,755
	IT server network isolated communication HVAC controls*	275,000
	Security and safety infrastructure - Phase 5*	350,000
	Subtotal District wide	1,206,755
Dwight Elementary School		
	HVAC BMS control upgrades*	200,000
Mill Hill Elementary School		
	New addition and renovations with core upgrades	20,500,600
Fairfield Ludlowe High School		
	Tennis courts replacement*	550,000
Fairfield Warde High School		
	Fitts House HVAC RTU Replacement 40 Ton #1*	300,000
Tomlinson Middle School		
	Flooring replacment project*	440,000
	Gross Total	23,197,355
	Estimated DCS Reimbursement	(5,198,952)
	Net Total	\$ 17,998,403

*Potential short-term capital non-recurring projects

**Fairfield Public Schools
Long Range Facilities Plan
Summary by Year
2020-2021**

School	Description	Cost Estimate
Fairfield Warde High School	New A/C for cafeteria*	\$ 1,000,000
	Music Suite HVAC RTU replacement*	250,000
	Subtotal Fairfield Warde High School	1,250,000
Mill Hill Elementary School	HVAC BMS control upgrades*	250,000
Roger Ludlowe Middle School	Cooling towers replacement*	500,000
Osborn Hill Elementary School	Roof replacement project	1,409,046
Fairfield Woods Middle School	Elevator replacement project*	250,000
Fairfield Ludlowe High School	Emergency generator replacement*	250,000
Walter Fitzgerald Campus	WFC roofing project	430,000
	Purchase of Walter Fitzgerald Campus Building - 108 Biro Street	2,000,000
	Subtotal Walter Fitzgerald Campus	2,430,000
	Gross Total	6,339,046
	Estimated DCS Reimbursement	(357,334)
	Net Total	\$ 5,981,712

*Potential short-term capital non-recurring projects

**Fairfield Public Schools
Long Range Facilities Plan
Summary by Year
2021-2022**

School	Description	Cost Estimate
Location 1 to be determined	ECC program project*	\$ 250,000
Location 2 to be determined	ECC program project*	250,000
	Subtotal ECC program project	500,000
Fairfield Warde High School		
	Fitts House HVAC RTU Replacement 40 Ton #2*	250,000
	Renovate student bathrooms*	1,447,031
	Subtotal Fairfield Warde High School	1,697,031
Jennings Elementary School		
	Addition and renovation project	3,053,320
Osborn Hill Elementary School		
	HVAC BMS control upgrades*	200,000
Stratfield Elementary School		
	Roof replacement project*	125,000
	Gross Total	5,575,351
	Estimated DCS Reimbursement	(774,322)
	Net Total	\$ 4,801,029

*Potential short-term capital non-recurring projects - Does not include hazardous material testing and cleanup

**Fairfield Public Schools
Long Range Facilities Plan
Summary by Year
2022-2023**

School	Description	Cost Estimate
Burr Elementary School	Roof replacement project*	\$ 650,000
Fairfield Ludlowe High School	Renovate student bathrooms*	1,125,000
Fairfield Warde High School	New windows**	3,150,000
North Stratfield Elementary School	HVAC BMS control upgrades*	200,000
Sherman Elementary School	Renovate and Upgrade - phase IV	3,000,000
Stratfield Elementary School	Front façade and cornice wall painting*	351,775
	Front retaining wall*	250,000
	Subtotal Stratfield Elementary School	601,775
	Gross Total	8,726,775
	Estimated DCS Reimbursement	(1,724,480)
	Net Total	\$ 7,002,295

*Potential short-term capital non-recurring projects - does not include hazardous material testing and cleanup

**FWHS Does not include hazardous material testing and cleanup.

**Fairfield Public Schools
Long Range Facilities Plan
Summary by Year
2023-2024**

School	Description	Cost Estimate
Dwight Elementary School	Renovation project	\$ 5,681,640
Fairfield Woods Middle School	Renovate student bathrooms*	984,970
Fairfield Warde High School	Replace Boiler Burners*	250,000
Tomlinson Middle School	New windows**	825,000
	Gross Total	7,741,610
	Estimated DCS Reimbursement	(1,713,484)
	Net Total	\$ 6,028,126

*Potential short-term capital non-recurring projects - does not include hazardous material testing and cleanup

**TMS - Does not include hazardous material testing and clean-up

**Fairfield Public Schools
Long Range Facilities Plan
Summary by Year
2024-2025**

School	Description	Cost Estimate
District wide	Underground oil tank replacements*	\$ 500,000
Fairfield Warde High School	Fitts House HVAC RTU Replacement 30 Ton #3*	250,000
Jennings Elementary School	HVAC BMS control upgrades*	250,000
	Roof replacement project	1,028,075
	Subtotal Jennings Elementary School	1,278,075
North Stratfield Elementary School	New acoustical ceiling and lights*	335,024
Osborn Hill Elementary School	Renovate student bathrooms*	364,652
	Gross Total	2,727,751
	Estimated DCS Reimbursement	(324,120)
	Net Total	\$ 2,403,631

*Potential short-term capital non-recurring projects - does not include hazardous material testing and cleanup

**Fairfield Public Schools
Long Range Facilities Plan
Summary by Year
2025-2026**

School	Description	Cost Estimate
Fairfield Woods Middle School	New windows**	\$ 825,000
North Stratfield Elementary School	Roof replacement project	1,815,510
Tomlinson Middle School	HVAC BMS control upgrades*	350,000
	New acoustical ceiling and lights*	668,528
	Subtotal Tomlinson Middle School	1,018,528
	Gross Total	3,659,038
	Estimated DCS Reimbursement	(669,633)
	Net Total	\$ 2,989,405

*Potential short-term capital non-recurring projects - does not include hazardous material testing and cleanup

**FWMS - Does not include hazardous material testing and clean-up

**Fairfield Public Schools
Long Range Facilities Plan
Summary by Year
2026-2027**

School	Description	Cost Estimate
Fairfield Warde High School	Fitts House HVAC RTU Replacement 30 ton #4*	\$ 250,000
Roger Ludlowe Middle School	Fire Alarm Replacement*	265,000
Stratfield Elementary School	HVAC BMS Controls Upgrades*	250,000
	Gross Total	765,000
	Estimated DCS Reimbursement	-
	Net Total	\$ 765,000

*Potential short-term capital non-recurring projects - does not include hazardous material testing and cleanup

**Fairfield Public Schools
Long Range Facilities Plan
Summary by Year
2027-2028**

School	Description	Cost Estimate	
Fairfield Woods Middle School			
	HVAC BMS Controls Upgrades*	\$	350,000
	Renovate student bathrooms*		523,515
	Gross Total		873,515
	Estimated DCS Reimbursement		-
	Net Total	\$	873,515

*Potential short-term capital non-recurring projects - does not include hazardous material testing and cleanup

**Fairfield Public Schools
Long Range Facilities Plan
Future Projects (beyond 2028)**

School	Description	Projected Cost Estimate
District wide	Solar system replacements and/or upgrades at RLMS, FWMS, and TMS.	\$ 250,000
Jennings Elementary School	Roof replacement project.	1,550,000
Osborn Hill Elementary School	Addition and Renovations.	3,988,542
FLHS & FWHS	Artificial turf field replacements.	2,000,000
Transportation Building	Portable classroom replacement.	300,000
District wide	HVAC BMS control upgrades.	4,600,000
District wide	Tunnel - asbestos abatement and re-insulation project.	1,150,000
District wide	Elementary schools - Playground replacements.	1,250,000
District wide	Aboveground Storage Tank (AST) replacements at Dwight, Holland Hill, Jennings, Mill Hill, North Stratfield, Osborn Hill, Riverfield, Sherman, FWMS, FLHS and FWHS.	200,000
Central Office (501 Kings Highway East)**	Leased property	-
Maintenance Office (418 Meadow Street)**	Leased property	-
Fairfield High School's Walter Fitzgerald Campus (108 Biro Street)**	Leased property	-
	Total	\$ 15,288,542

*Pending roof extension projects

**Leased property costs have not been determined or included in this long term plan

Sherman Elementary School

School building core upgrades and renovations with cost estimates phase III

Space Deficiencies & Core Upgrades

\$	1,000,000	New mechanical means of fresh air ventilation & air conditioning
	220,000	New fire sprinkler system
	17,000	Fire protection improvements
	35,000	Life safety code upgrades
	150,000	New ceiling and lights for portions of school not previously performed
	105,000	Bathroom upgrades (by Gym) that were not previously performed
	20,000	ADA (American with Disabilities Act) upgrades
	27,500	HVAC Equipment Controls
	25,000	Security and Safety upgrades
	180,000	APR expansion for increased enrollment
	15,500	Electrical panel upgrades
	45,000	Low voltage upgrades
	100,000	New lockers throughout the school
	255,000	Parking lot upgrades
	500,000	New stage addition off of gymnasium
	150,000	Construction Contingency

\$	355,000	Soft Cost/Miscellaneous items
		Architectural/Engineering
		Asbestos abatement
		PCB abatement allowance
		Air clearance consultants
		Start-up and training to take over new equipment
		Protection and cleaning of school
		Unforeseen conditions during demolition/new construction

Total Budget Estimate (2019 dollars) \$ 3,200,000

Mill Hill Elementary School

Project Team Initial Funding "441 Building Capacity Design"

\$ 595,500	Architect/Engineers/Consultants
	Structural Engineer
	MEP Engineer
	Civil Engineer
	Landscape Architect
	Interior/Furniture Designer
	Lighting Consultant
	Traffic & Signage Consultant
	Audio/Visual Consultant
	Information Technology Consultant
	Kitchen Consultant
	Commissioning Agent
	Cost Estimator
112,000	Environmental/Haz-Mat Consultant
15,000	Surveyor
25,000	Geotech Engineer
25,000	LEED/Green Building Consultant
225,000	Construction Management/Owner Representative
15,000	Legal
49,000	Expenses
250,000	Move and/or Relocate Existing (portable) Classrooms to make room for New Renovation/Addition
\$ 188,500	Contingency & Escalation

Total Budget Estimate (2019 Dollars) \$1,500,000

Mill Hill Elementary School

School building upgrades and renovations with cost estimates

"441 Building Capacity Design"

Space Deficiencies

\$ 9,830,747

Core Upgrades

\$ 421,334

2,038,709

373,763

434,924

530,064

251,440

475,699

135,914

387,355

33,979

169,892

61,161

210,667

203,871

339,784

183,484

23,105

54,365

788,301

183,484

74,752

1,832,730

\$ 1,461,075

New Classrooms and Addition(s)

ADA compliance

New mechanical means of fresh air ventilation & air conditioning

ACT Ceilings and Lights

Fire protection (add sprinklers)

Expand Kitchen

Fire protection (add service)

Controls

Lockers

Grounds (paving and striping)

Protection Phase

Cutout & Connection Corridor

Technology

Security/Safety

Expand Serving line

Classroom relocation allowance

Electrical (panel upgrade)

Phone System

Life safety code updates (hardware replacements)

Expand Cafeteria and add new stage addition off of gymnasium

FF + E

Alarms

Construction Contingency

Soft Cost/Miscellaneous items

Architectural/Engineering

Hazardous Material allowance

IAQ Monitoring (Air Clearance Consultants)

Start up and training

Cleaning of existing building systems

Demolition

Unforeseen conditions

Owner contingency

Other

Jennings Elementary School

School building core upgrades and renovations with cost estimates

Space Deficiencies & Core Upgrades

\$ 1,200,000	New mechanical means of fresh air ventilation & air conditioning
35,000	ADA compliance
271,320	Expand Media Center
185,000	Fire protection (add sprinklers)
140,000	ACT Ceilings and Lights
25,000	Fire protection (add service)
5,000	Controls
50,000	Bathroom upgrades
100,000	Lockers
15,000	Technology
155,000	Security/Safety
25,000	Classroom relocation allowance
25,000	Electrical (panel upgrade)
12,000	Phone System
5,000	Alarms
300,000	Replace portable temporary classroom
150,000	Construction Contingency
 \$ 355,000	 Soft Cost/Miscellaneous items
	Architectural/Engineering
	Asbestos abatement allowance
	PCB abatement allowance
	IAQ Monitoring (Air Clearance Consultants)
	Start up and training
	Cleaning of existing building systems
	Demolition
	Unforeseen conditions
	Other

Total Budget Estimate (2022 Dollars) \$ 3,053,320

Sherman Elementary School

School building core upgrades and renovations with cost estimates - phase IV

Space Deficiencies & Core Upgrades

\$	1,355,000	Roof replacement project
	105,000	Bathroom upgrades (by Gym) that were not previously performed
	250,000	HVAC Equipment Controls
	250,000	Site work
	535,000	New stage addition off of gymnasium
	150,000	Construction Contingency

\$	355,000	Soft Cost/Miscellaneous items
		Architectural/Engineering
		Asbestos abatement
		PCB abatement allowance
		Air clearance consultants
		Start-up and training to take over new equipment
		Protection and cleaning of school
		Unforeseen conditions during demolition/new construction

Total Budget Estimate (2023 dollars) \$ 3,000,000

Dwight Elementary School

School building core upgrades and renovations with cost estimates

Space Deficiencies & Core Upgrades

\$ 1,629,700	ADA compliance
1,350,000	New mechanical means of fresh air ventilation & air conditioning
434,700	Expand Media Center
300,000	Renovate/upgrade bathrooms
287,000	Fire protection (add sprinklers)
50,000	Fire protection (add service)
308,240	ACT Ceilings and Lights
100,000	Lockers
30,000	Life safety code updates (hardware replacements)
25,000	Protection Phase
25,000	Technology
155,000	Security/Safety
25,000	Classroom relocation allowance
35,000	Electrical (panel upgrade)
12,000	Phone System
10,000	Dedicated Server Room
5,000	Alarms
350,000	Construction Contingency
\$ 550,000	Soft Cost/Miscellaneous items
	Architectural/Engineering
	Asbestos abatement allowance
	PCB abatement allowance
	IAQ Monitoring (Air Clearance Consultants)
	Start up and training
	Cleaning of existing building systems
	Demolition
	Unforeseen conditions
	Other

Total Budget Estimate (2024 Dollars) \$ 5,681,640

Appendix A

BUILDING CAPACITY AND UTILIZATION REPORT (Milone and MacBroom - February 13, 2018)

The effective management of school facilities requires a school's capacity and enrollment to be aligned. When capacity exceeds enrollment (underutilization), operational costs are higher than necessary and facilities may need to be repurposed or the facilities may need to be removed from inventory. When enrollment exceeds capacity (overutilization), the school may be overcrowded and may require capital expenditures or redistricting to alleviate the crowding.

The chart below shows the functional capacities and percent utilization with and without portable classrooms using the Milone and MacBroom approach.

K-5 Operational Capacity

School	Total Full-Size Classrooms ²	Total Full-Size Instructional Classrooms	K-5 Grade Level Instruction	CLC	Pre-K ³	K-5 Operational Capacity
Burr	28	24	22	1	1	470
Dwight	21	18	17	1	0	365
Holland Hill ¹	28	24	24	0	0	504
Jennings	23	18	17	1	0	365
McKinley	30	24	24	0	0	504
Mill Hill (without portables) ²	20	13	13	0	0	273
North Stratfield	28	24	24	0	0	504
Osborn Hill	30	24	22	2	0	478
Riverfield	27	24	24	0	0	504
Roger Sherman	24	22	22	0	0	462
Stratfield	27	24	22	0	2	462
Total PK-5	286	239	231	5	3	4,891

1. Based on the Planned Capacity from the new Holland Hill Ed Spec
2. The five portable classrooms were deducted from the capacity at Mill Hill
3. Pre-K classrooms are deducted from the K-5 operation capacity

Operational capacity = deployment of district-wide programs for the 2017-2018 school year 128 seats lower than the theoretical capacity not including district behavior program

Appendix B

BUILDING CAPACITY AND UTILIZATION REPORT

K-5 Operational Capacity

Updated for 2018-2019 Programs

School	K-5 Functional Capacity	Total Full-Size Classrooms ²	Total Full-Size Instructional Classrooms	K-5 Grade Level Instruction	CLC	Pre-K ³	October 1, 2017 Enrollment	K-5 Operational Capacity	K-5 Operational Utilized
Burr	504	28	24	22	1	1	380	470	80.9%
Dwight	378	21	18	17	1	0	315	365	86.3%
Holland Hill ¹	504	28	24	24	0	0	379	504	75.2%
Jennings	378	23	18	17	1	0	289	365	79.2%
McKinley	504	30	24	24	0	0	432	504	85.7%
Mill Hill (without portables) ²	273	20	13	13	0	0	347	273	127.1%
North Stratfield	504	28	24	24	0	0	380	504	75.4%
Osborn Hill	504	30	24	22	2	0	423	478	88.5%
Riverfield	504	27	24	23	1	0	414	491	84.3%
Roger Sherman	462	24	22	22	0	0	470	462	101.7%
Stratfield	504	27	24	22	0	2	406	462	87.9%
Total PK-5	5,019	286	239	230	6	3	4,235	4,878	87%

1. Based on the Planned Capacity from the new Holland Hill Ed Spec

2. The five portable classrooms were deducted from the capacity at Mill Hill

3. Pre-K classrooms are deducted from the K-5 operation capacity

Operational capacity = deployment of district-wide programs for the 2017-2018 school year 128 seats lower than the theoretical capacity not including district behavior program

Source: Milone and MacBroom- February 13, 2018

Riverfield CLC program updated by Fairfield Public Schools

MILL HILL ELEMENTARY SCHOOL

- A. HAS 5 PORTABLE CLASSROOMS.
- B. BY COMPANIES: CARPENTER and M-SPACE.
- C. YEARS INSTALLED:
 - 2000 - Purchase.
 - 2001 - Purchase.
 - 2008 - (3 classrooms) - Purchase.

JENNINGS ELEMENTARY SCHOOL

- A. HAS 1 PORTABLE CLASSROOM.
- B. BY COMPANY: G.E.
- C. YEAR INSTALLED:
 - 2002- Purchase.

The following Elementary Schools DO NOT have any portable classrooms:

- A. BURR ELEMENTARY SCHOOL
- B. DWIGHT ELEMENTARY SCHOOL
- C. HOLLAND HILL ELEMENTARY SCHOOL
- D. McKINLEY ELEMENTARY SCHOOL
- E. NORTH STRATFIELD ELEMENTARY SCHOOL
- F. OSBORN HILL ELEMENTARY SCHOOL
- G. RIVERFIELD ELEMENTARY SCHOOL
- H. STRATFIELD ELEMENTARY SCHOOL
- I. SHERMAN ELEMENTARY SCHOOL

The following Middle Schools DO NOT have any portable classrooms:

- A. FAIRFIELD WOODS MIDDLE SCHOOL
- B. ROGER LUDLOWE MIDDLE SCHOOL
- C. TOMLINSON MIDDLE SCHOOL

The following High Schools DO NOT have any portable classrooms:

- A. FAIRFIELD LUDLOWE HIGH SCHOOL
- B. FAIRFIELD WARDE HIGH SCHOOL
- C. FAIRFIELD HIGH SCHOOL’S WALTER FITZGERALD CAMPUS

TRANSPORTATION

- A. HAS 1 PORTABLE CLASSROOM.
- B. YEAR INSTALLED:
2009 – (moved from Osborn Hill) – Purchase 2000.

TOTAL:	7	Portable Classrooms
	6	Are at Elementary Schools

Summary of Changes from the June 11, 2019 Long Range Facilities Plan Waterfall Schedule to the August 14, 2019 Long Range Facilities Plan Waterfall Schedule

		Project	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Comment
1		District Wide Security and Safety Infrastructure	335,000											
2		FWHS Tennis Courts	325,000											
3		FWHS Turf Field	750,000											
4		Holland Hill Addition & Renovation	17,250,000											
5		Holland Hill Addition & Renovation	50,500											
6		FWHS LMC HVAC Replacement	250,000											
7		Tomlinson - Roof	856,250											
			19,816,750											
8		District Wide IT Switch Replacement Project Phase I		972,995										
9		District Wide Security and Safety Infrastructure		345,250										
10		FLHS - Parking Lot		275,000										
11		Mill Hill Addition & Renovation		1,500,000										
12		Secondary Schools - IT CAT 6 Project		200,000										
13		Sherman Renovation		3,000,000										
14		Sherman Renovation		200,000										
				6,493,245										
15		District Wide IT Server Network Isolated Communication HVAC Controls			275,000									
16		District Wide IT Switch Replacement Projects-Phase II			581,755									
17		District Wide Security & Safety Infrastructure Phase 5			350,000									
18		Dwight - HVAC BMS controls upgrades			200,000									
19		FLHS Tennis Courts			550,000									
20		FWHS Fitts House HVAC RTU Replacement #1			300,000									
21		Mill Hill Addition & Renovation			22,000,600									
22	Decrease	Mill Hill Addition & Renovation			(1,500,000)									Cost updated to \$20,500,600 (\$1,500,000 initial project funding was inadvertently included in the original resolution of \$22,000,600)
23		Tomlinson Flooring Project			440,000									
					23,197,355									
24		Stratfield Roof Project				125,000								
25	Moved	Stratfield Roof Project				(125,000)								Moved to 2021-2022
26		ECC Program - location 1 to be determined				250,000								
27	Moved	ECC Program - location 1 to be determined				(250,000)								Moved to 2021-2022
28		FWHS - Cafeteria AC				1,000,000								
29		Walter Fitzgerald Campus Roofing Project				250,000								
30	Cost increase	Walter Fitzgerald Campus Roofing Project				180,000								Cost increase from \$250,000 to \$430,000. Project scope changed to Roofing Project
31	New	Purchase of 108 Biro Street (Walter Fitzgerald Campus)				2,000,000								
32	Moved	ECC Program - location 2 to be determined				250,000								
33		ECC Program - location 2 to be determined				(250,000)								Moved to 2021-2022
34		Jennings HVAC BMS Control Upgrades				200,000								
35	Moved	Jennings HVAC BMS Control Upgrades				(200,000)								Moved to 2024-2025 and increased by \$50,000
36	Moved/Increased	Mill Hill HVAC BMS Control Upgrades				250,000								Moved from 2024-2025 and increased from \$200,000 to \$250,000
37		RLMS Cooling Towers - Replacement Project				300,000								
38	Cost Increase	RLMS Cooling Towers - Replacement Project				200,000								Cost increase from \$300,000 to \$500,000
52		FLHS Emergency Generator Replacement				250,000								Moved from 2022-2023
39		Osborn Hill Roof Project				1,409,046								Moved from 2021-2022
40	New	FWHS - Music Suite HVAC RTU Replacement				250,000								
41	Moved/Cost increase	FWMS Elevator Replacement Project				250,000								Moved from 2025-2026. Cost increase from \$200,000 to \$250,000
						6,339,046								
42		ECC Program - location 1 to be determined					250,000							Moved from 2020-2021
42		ECC Program - location 2 to be determined					250,000							Moved from 2020-2021
43		FWHS Fitts House HVAC RTU Replacement #2					250,000							
44		FWMS Renovate Student Bathrooms					1,447,031							
45		Jennings Addition & Renovation					3,053,320							
46		Osborn Hill BMS Control Upgrades					200,000							
47		Osborn Hill Roof Project					1,409,046							
48	Moved	Osborn Hill Roof Project					(1,409,046)							Moved to 2020-2021
49		Stratfield Roof Project					125,000							Moved from 2020-2021
							5,575,351							
50		FLHS Renovated Student Bathrooms						1,125,000						

Summary of Changes from the June 11, 2019 Long Range Facilities Plan Waterfall Schedule to the August 14, 2019 Long Range Facilities Plan Waterfall Schedule

		Project	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Comment
51		Burr Roof Project						650,000						
52		FLHS Emergency Generator Replacement						250,000						
53	Moved	FLHS Emergency Generator Replacement						(250,000)						Moved to 2020-2021
54		FWHS New Windows						3,150,000						
55		North Stratfield HVAC BMS Control Upgrades						200,000						
56		Sherman Renovate and Upgrade Phase IV						3,000,000						
57		Stratfield Front Façade						351,775						
58		Stratfield Front Retaining Wall						250,000						
								8,726,775						
59		Dwight - Renovation							5,681,640					
60		FWMS Renovate Student Bathrooms							984,970					
61		FWHS Replace Boiler Burners							250,000					
62		Tomlinson New Windows							825,000					
									7,741,610					
63		Osborn Hill Renovate Student Bathrooms								364,652				
64		Mill Hill Roof Project								1,028,075				
65		District Wide - Underground Oil Tank								500,000				
66		FWHS Fitts House HVAC RTU Replacement #3								250,000				
67		Mill Hill HVAC BMS Control Upgrades								200,000				
68		Mill Hill HVAC BMS Control Upgrades								(200,000)				Moved to 2020-2021
69		Jennings HVAC BMS Control Upgrades								250,000				Moved from 2020-2021 and increased from \$200,000 to \$250,000
70		North Stratfield New Acoustical Ceiling & Lights								335,024				
										2,727,751				
71		North Stratfield Roof Project									1,815,510			
72		FWMS Elevator Replacement Project									200,000			
73	Moved	FWMS Elevator Replacement Project									(200,000)			Moved to 2020-2021 and increased to \$250,000
74		FWMS New Windows									825,000			
75		Tomlinson - New Acoustical Ceiling & Lights									668,528			
76		Tomlinson HVAC BMS Control Upgrades									350,000			
											3,659,038			
77		Stratfield HVAC BMS Control Upgrades										250,000		
78		FWHS Fitts House HVAC RTU Replacement #4										250,000		
79		RLMS Fire Alarm Replacement										265,000		
												765,000		
80		FWMS HVAC BMS Control Upgrades											350,000	
81		FWMS Renovate Student Bathrooms											523,515	
													873,515	
		2018-2019 Long Range Facilities Plan Waterfall Schedule June 11, 2019	19,816,750	6,493,245	24,697,355	2,375,000	6,359,397	8,976,775	7,741,610	2,677,751	3,859,038	765,000	873,515	
		Cost Increase	0	0	0	4,789,046	625,000	0	0	250,000	0	0	0	
		Cost Decrease	0	0	(1,500,000)	(825,000)	(1,409,046)	(250,000)	0	(200,000)	(200,000)	0	0	
		Long Range Facilities Plan Waterfall Schedule August 14, 2019	19,816,750	6,493,245	23,197,355	6,339,046	5,575,351	8,726,775	7,741,610	2,727,751	3,659,038	765,000	873,515	
		Net change June 11, 2019 to August 14, 2019 Long Range Facilities Plan Waterfall Schedule	0	0	(1,500,000)	3,964,046	(784,046)	(250,000)	0	50,000	(200,000)	0	0	

Legend: Green = Savings (cost decrease)

Red= Increase (cost increase)

	School	Project	2016-2017	SDSC Grant Reimbursement	School	Project	2017-2018	SDSC Grant Reimbursement	School	Project	2018-2019	SDSC Grant Reimbursement	School	Project	2019-2020	SDSC Grant Reimbursement	School	Project	2020-2021	SDSC Grant Reimbursement	School	Project	2021-2022	SDSC Grant Reimbursement	
1	District wide	*Security and Safety Infrastructure	2,020,692		District wide	*Security and Safety Infrastructure	\$ 335,000		District wide	*Security and Safety Infrastructure	\$ 345,250		District wide	*IT Switch Replacement Project - Phase II	\$ 581,755		FWHS	*New A/C for Cafeteria	1,000,000		Location 1 -TBD	*ECC Program Project	250,000		
2	Dwight	*Playground retaining wall and stairs	55,500		FWHS	*Artificial Turf Field	750,000		District wide	*IT Switch Replacement Project - Phase I	972,995		District wide	*IT Server network isolated communication HVAC Controls	275,000		FWHS	*Music Suite HVAC RTU Replacement	250,000		Location 2 -TBD	*ECC Program Project	250,000		
3	FLHS	Windows	3,907,674		FWHS	*LMC HVAC Replacement	250,000		FLHS	*Student Parking Lot	275,000		District wide	*Security and Safety Infrastructure- Phase 5	350,000		FWMS	*Elevator Replacement Project	250,000		FWHS	*Renovate Student Bathrooms	\$ 1,447,031		
4	FLHS	*Boilers	594,950		FWHS	*Blake Tennis Courts Replacement	325,000		Mill Hill	Project team initial fundng	1,500,000		Dwight	*HVAC BMS Controls upgrades	200,000		Mill Hill	*HVAC BMS Controls upgrades	250,000		FWHS	*Fitts House HVAC RTU Replacement 40 Ton #2	250,000		
5	FWMS	Roof project	2,287,000		Holland Hill	Addition and Renovation	17,300,500		Secondary Schools	*I.T. CAT 6- Electrical Project	200,000		FLHS	*Tennis Courts Replacement	550,000		Osborn Hill	Roof Project	1,409,046		Jennings	Addition and Renovation	\$ 3,053,320		
6	Holland Hill	Project team initial funding and temporary (portable) classrooms	1,240,000		Tomlinson	*Roof Project	856,250	\$ 226,307	Sherman	Renovate and Upgrade Phase III	3,200,000		FWHS	*Fitts House HVAC RTU Replacement 40 Ton #1	300,000		RLMS	*Cooling Towers Replacement	500,000		Osborn Hill	*HVAC BMS Controls upgrades	200,000		
7													Mill Hill	Addition and Renovation	\$ 20,500,600		WFC	*WFC Roofing Project	430,000		Stratfield	*Roof Project	125,000		
8													TMS	*Flooring Replacement Project	440,000		WFC	Purchase of 108 Biro Street - WFC Building	2,000,000				\$ -		
																	FLHS	*Emergency Generator Replacement	250,000						
	\$ 10,105,816				\$ -	TOTAL	\$ 19,816,750		\$ 226,307	TOTAL	\$ 6,493,245			TOTAL	\$ 23,197,355		\$ -	TOTAL	\$ 6,339,046		\$ -	TOTAL	\$ 5,575,351		\$ -
	2016-2017 Detail					2017-2018 Detail				2018-2019 Detail				2019-2020 Detail				2020-2021 Detail				2021-2022 Detail			
	School	Project	2016-2017	SDSC Grant Reimbursement			2017-2018	SDSC Grant Reimbursement			2018-2019	SDSC Grant Reimbursement			2019-2020	SDSC Grant Reimbursement			2020-2021	SDSC Grant Reimbursement			2021-2022	SDSC Grant Reimbursement	
9	Riverfield (last payment)	Addition and Renovations	2,000,000	528,600																		Addition and Renovations			
10	FLHS	Windows	500,000	132,150			2,000,000	528,600			1,407,674	372,048										Windows			
11	Sherman	Renovate and Upgrade Phase III									250,000	66,075										Renovate and Upgrade Phase III			
12	Sherman	Renovate and Upgrade Phase IV																				Renovate and Upgrade Phase IV			
13	Holland Hill	Addition and Renovations	1,240,000	327,732			6,760,000	1,786,668			6,250,000	1,651,875										Addition and Renovations			
14	Mill Hill	Addition and Renovations									\$ 1,500,000	396,450										Addition and Renovations	2,000,600	507,352	
15	N. Stratfield	Roof Project																				Roof Project			
16	FWMS	Roof Project	250,000	66,075			1,500,000	396,450			537,000	141,929										Roof Project			
17	FWHS	New Windows																				New Windows			
18	Jennings	Addition and Renovations																				Addition and Renovations	300,000	76,080	
19	Osborn Hill	Roof Project																				Roof Project			
20	Dwight	Addition and Renovations																				Addition and Renovations			
	WFC	Purchase of 108 Biro Street																							
21	Mill Hill	Roof Project																				Roof Project			
22	Capital Projects		\$ 3,990,000		Capital Projects		\$ 10,260,000		Capital Projects		\$ 9,944,674		Capital Projects		\$ 14,475,000		Capital Projects		\$ 14,674,546		Capital Projects		\$ 2,300,600		
23	SDE,BSF Grant Reimbursement			\$ 1,054,557	SDE,BSF Grant Reimbursement			\$ 2,711,718	SDE,BSF Grant Reimbursement			\$ 2,628,377	SDE,BSF Grant Reimbursement			\$ 3,670,860	SDE,BSF Grant Reimbursement			\$ 3,214,265	SDE,BSF Grant Reimbursement			\$ 583,432	
24	*Non-Recurring Projects (1 year)		\$ 2,671,142		*Non-Recurring Projects (1 year)		\$ 2,516,250		*Non-Recurring Projects (1 year)		\$ 1,793,245		*Non-Recurring Projects (1 year)		\$ 2,696,755		*Non-Recurring Projects (1 year)		\$ 2,930,000		*Non-Recurring Projects (1 year)		\$ 2,522,031		
25	GROSS CASH FLOW PER YEAR		\$ 6,661,142	\$ 6,661,142	GROSS CASH FLOW PER YEAR		\$ 12,776,250	\$ 12,776,250	GROSS CASH FLOW PER YEAR		\$ 11,737,919	\$ 11,737,919	GROSS CASH FLOW PER YEAR		\$ 17,171,755	\$ 17,171,755	GROSS CASH FLOW PER YEAR		\$ 17,604,546	\$ 17,604,546	GROSS CASH FLOW PER YEAR		\$ 4,822,631	\$ 4,822,631	
26	SDE,BSF Grant Reimbursement			\$ (1,054,557)	SDE,BSF Grant Reimbursement			\$ (2,938,025)	SDE,BSF Grant Reimbursement			\$ (2,628,377)	SDE,BSF Grant Reimbursement			\$ (3,670,861)	SDE,BSF Grant Reimbursement			\$ (3,214,265)	SDE,BSF Grant Reimbursement			\$ (583,432)	
27	NET CASH FLOW PER YEAR			\$ 5,606,585	NET CASH FLOW PER YEAR			\$ 9,838,225	NET CASH FLOW PER YEAR			\$ 9,109,542	NET CASH FLOW PER YEAR			\$ 13,500,894	NET CASH FLOW PER YEAR			\$ 14,390,281	NET CASH FLOW PER YEAR			\$ 4,239,199	

Leased property costs have not been determined or included in this long term plan
Prior to 2019-2020 Estimated SDSC Grant for Fairfield is 26.43%
2019-2020 and beyond Estimated SDSC Grant for Fairfield is 25.36%
*Non-Recurring Projects (1 year)

Fairfield Public Schools Long Range Facilities Plan Waterfall Schedule - August 14, 2019 2016-2017 to 2027-2028																													
	School	Project	2022-2023	SDSC Grant Reimbursement	School	Project	2023-2024	SDSC Grant Reimbursement	School	Project	2024-2025	SDSC Grant Reimbursement	School	Project	2025-2026	SDSC Grant Reimbursement	School	Project	2026-2027	SDSC Grant Reimbursement	School	Project	2027-2028	SDSC Grant Reimbursement					
28	Burr	*Roof Project	\$ 650,000		Dwight	Renovation Project	\$ 5,681,640		District wide	*Underground oil tank replacements	500,000		FWMS	*New Windows	\$ 825,000	\$ 209,220	FWHS	*Fitts House HVAC RTU Replacement 30 Ton #4	\$ 250,000		FWMS	*HVAC BMS Controls upgrades	\$ 350,000						
29	FLHS	*Renovate Student Bathrooms	\$ 1,125,000		FWHS	*Replace Boiler Burners	250,000		FWHS	*Fitts House HVAC RTU Replacement 30 Ton #3	250,000		N. Stratfield	Roof Project	1,815,510		RLMS	*Fire Alarm Replacement	265,000		FWMS	*Renovate Student Bathrooms	523,515						
30	FWHS	New Windows	3,150,000		FWMS	*Renovate Student Bathrooms	984,970		Jennings	*HVAC BMS Controls upgrades	250,000		TMS	*New Acoustical Ceiling & Lights	668,528		Stratfield	*HVAC BMS Controls upgrades	250,000										
31	North Stratfield	*HVAC BMS Controls upgrades	200,000		TMS	*New Windows	825,000	209,220	Mill Hill	Roof Project	1,028,075		TMS	*HVAC BMS Controls upgrades	350,000														
32	Sherman	Renovate and Upgrade Phase IV	3,000,000						N. Stratfield	*New Acoustical Ceiling & Lights	335,024																		
33	Stratfield	*Front Façade	351,775						Osborn Hill	*Renovate Student Bathrooms	364,652																		
34	Stratfield	*Front Retaining Wall	250,000																										
35																													
	TOTAL		\$ 8,726,775	\$ -	TOTAL		\$ 7,741,610	\$ 209,220			\$ 2,727,751	\$ -			\$ 3,659,038	\$ 209,220			\$ 765,000	\$ -			\$ 873,515	\$ -					
	2022-2023 Detail					2023-2024 Detail					2024-2025 Detail					2025-2026 Detail					2026-2027 Detail					2027-2028 Detail			
	School	Project	2022-2023	SDSC Grant Reimbursement			2023-2024	SDSC Grant Reimbursement			2024-2025	SDSC Grant Reimbursement			2025-2026	SDSC Grant Reimbursement			2026-2027	SDSC Grant Reimbursement			2027-2028	SDSC Grant Reimbursement	Project Totals				
36	Riverfield																		Addition and Renovations					2,000,000					
37	FLHS																		Windows					3,907,674					
38	Sherman																		Renovate and Upgrade Phase III					3,200,000					
39	Sherman		250,000	63,400			1,375,000	348,700			1,375,000	348,700							Renovate and Upgrade Phase IV					3,000,000					
40	Holland Hill																		Addition and Renovations					18,540,500					
41	Mill Hill																		Addition and Renovations					22,000,600					
42	N. Stratfield														1,815,510	460,413			Roof Project					1,815,510					
43	FWMS																		Roof Project					2,287,000					
44	FWHS		150,000	38,040			1,500,000	380,400			1,500,000	380,400							New Windows					3,150,000					
45	Jennings		2,000,000	507,200			753,320	191,042											Addition and Renovations					3,053,320					
46	Osborn Hill							-											Roof Project					1,409,046					
47	Dwight						550,000	139,480			3,500,000	887,600			1,631,640	413,784			Addition and Renovations	-				5,681,640					
48	Mill Hill										1,028,075	260,720							Roof Project					2,000,000					
49	Capital Projects		\$ 2,400,000		Capital Projects		\$ 4,178,320		Capital Projects		\$ 7,403,075		Capital Projects		\$ 3,447,150		Capital Projects				Capital Projects		\$ 73,073,365						
50	SDE,BSF Grant Reimbursement			\$ 608,640	SDE,BSF Grant Reimbursement		\$ 1,059,622		SDE,BSF Grant Reimbursement		\$ 1,877,420		SDE,BSF Grant Reimbursement		\$ 874,197		SDE,BSF Grant Reimbursement	\$ -	\$ -		SDE,BSF Grant Reimbursement	\$ -							
51	*Non-Recurring Projects (1 year)		\$ 2,576,775		*Non-Recurring Projects (1 year)		\$ 2,059,970		*Non-Recurring Projects (1 year)		\$ 1,699,676		*Non-Recurring Projects (1 year)		\$ 1,843,528		*Non-Recurring Projects (1 year)		\$ 765,000		*Non-Recurring Projects (1 year)		\$ 873,515	\$ 24,947,887					
52	GROSS CASH FLOW PER YEAR		\$ 4,976,775	\$ 4,976,775	GROSS CASH FLOW PER YEAR		\$ 6,238,290	\$ 6,238,290	GROSS CASH FLOW PER YEAR		\$ 9,102,751	\$ 9,102,751	GROSS CASH FLOW PER YEAR		\$ 5,290,678	\$ 5,290,678	GROSS CASH FLOW PER YEAR		\$ 765,000	\$ 765,000	GROSS CASH FLOW PER YEAR		\$ 873,515	\$ 98,021,252					
53	SDE,BSF Grant Reimbursement			\$ (608,640)	SDE,BSF Grant Reimbursement		\$ (1,268,842)		SDE,BSF Grant Reimbursement		\$ (1,877,420)		SDE,BSF Grant Reimbursement		\$ (1,083,417)		SDE,BSF Grant Reimbursement		\$ -		SDE,BSF Grant Reimbursement			\$ (18,927,836)					
54	NET CASH FLOW PER YEAR			\$ 4,368,135	NET CASH FLOW PER YEAR		\$ 4,969,448		NET CASH FLOW PER YEAR		\$ 7,225,331		NET CASH FLOW PER YEAR		\$ 4,207,261		NET CASH FLOW PER YEAR		\$ 765,000	\$ 765,000	NET CASH FLOW PER YEAR		\$ 873,515	\$ 79,093,416					

Leased property costs have not been determined or included in this long term plar
Prior to 2019-2020 Estimated SDSC Grant for Fairfield is 26.43%
After 2020-2021 Estimated SDSC Grant for Fairfield is 25.36%

Fairfield Public Schools
Fairfield, CT 06825

TO: Michael Cummings and Members of the Board of Education

FROM: Salvatore Morabito, Manager of Construction, Security and Safety

DATE: August 19, 2019

RE: **UI Energy Opportunities Program -
Proposed Project at: Fairfield Woods Middle School**

A lighting upgrade project have been proposed for the Fairfield Woods Middle School site. The proposal is by Energy Efficient Lighting LLC. The propose project would replace some existing lights with new energy efficient LED light fixtures and to upgrade/retrofit other fixtures with LED technology. The proposed project will be paid for by the use of rebates and incentives available through the United Illuminating Company's Energy Opportunities Program.

It is requested that the Board authorize the Superintendent to enter into a Municipal Energy Opportunities Agreement with the United Illuminating Company and further authorize the Superintendent to execute the required documents in order to participate in an energy conservation program called Energy Opportunities.

Attached are the standard agreements for participation in the UI Energy Opportunities Program for proposed lighting update project at Fairfield Woods Middle School along with a project summary prepared by Energy Efficient Lighting LLC of the proposed lighting upgrades at the school.

If you have any questions, please feel free to contact me.

c: Central Office Administration
Meg Brown

Energy Efficient Lighting

LED Lighting Upgrade

Fairfield Woods Middle School, Fairfield Public Schools

Proposal #2019 7219

Mr. Sal Morabito
Fairfield Public Schools
501 Kings Hwy
Fairfield, CT 06825

August 19, 2019

RE: Cost Saving Lighting Upgrades – Turn-key, No “Out of Pocket” Money Needed!

Fairfield Woods Middle School Lighting Upgrade to LED – Entire Facility: Interior/Exterior

Dear Mr. Morabito:

Energy Efficient Lighting (EEL) understands that investing in capital projects to improve or repair existing infrastructure is difficult during the current challenging financial environment. That’s why we are offering turn-key capital projects to you, at this time, that do not require any money at all from you.

We have helped many clients, just like you, initiate successful projects without the worry of providing any financial capital. Best of all, the project will generate a positive cash-flow immediately upon completion. Hopefully EEL can help you take a few projects off your bucket list.

EEL originators started in the energy efficiency field over 25 years ago designing energy efficient lighting projects for Industrial and Municipal clients. EEL was created as a lighting Energy Service Company (ESCO) with a goal to create energy efficient turnkey projects that made sense for each specific client. Not just an imprudent generic design approach like many other ESCO’s offer. The goal is to use the latest lighting advances to create a comprehensive lighting solution that efficiently addressed all lighting in a facility not just a partial fix. We offer only top quality products that are ultra-efficient and qualify for all major Utility Energy Conservation Incentive Programs.

We are excited at the prospect to work with you again and the opportunity to propose fantastic energy efficiency initiatives that will correct existing lighting issues and save the Fairfield Public School System a significant amount of money.

We will gladly provide a **free** lighting upgrade proposal, including financial information, for any other Fairfield Public Schools building. We prepare all utility incentive paperwork and facilitate the financing process submittals for projects.

Fairfield Woods Middle School

This Proposal represents a turnkey strategy including all labor and materials needed to install the efficiency measures presented and the proper disposal of discarded materials.

I. Scope of work:

This proposal includes 2,274 total measures throughout the interior/exterior areas of the facility. The existing lighting system is comprised of outdated Fluorescent (FL), Incandescent (INC) and Metal Halide (MH) technologies. These fixtures consume an extensive amount of electricity and create excessive heat adding to Air Condition burden in the warmer months

All LED products used in this proposal are “Energy Star” rated and, or Design Lights Consortium (DLC) approved. These LED measures will reduce the current lighting load by an estimated 57% and should virtually eliminate maintenance issues for a period of approximately 10 years (under current operating conditions) and are fully guaranteed for a period of 5 years.

II. Proposed Solution Details (2,274 Total Fixtures):

- 1) **Classrooms, Hallways, Offices and Common Area lights (2,028 Fixtures):**
 - a. Retrofit (2,028) – Standard T8 Fluorescent tube fixtures with LED tube technology.
 - i. EEL will remove all ballasts from fixtures to eliminate the potential for ballast oil leaking in the future.
- 2) **Gym (68 Total Fixtures):**
Retrofit (68) FL High bay fixtures with LED technology.
- 3) **Cafeteria (58 Total Fixtures):**
Retrofit (58) - Fixtures to LED technology.
- 4) **Library (78 Total Fixtures):**
Retrofit (78) Fixtures with LED technology.
- 5) **Exterior Pole Lights and building wall/canopy fixtures (42 Fixtures):**
Retrofit (42) – Exterior fixtures to new LED technology.

III. Energy Savings/Payback:

- Estimated annual energy savings = 281,693 kWhs. (57% reduction from existing)
- Estimated annual electric bill savings = \$47,381
- Estimated simple payback = 2.1 years (electric savings only)

IV. Pricing:

Price for turn-key installation of above referenced energy efficiency solutions:

FINANCIAL ANALYSIS	
Total Installed Cost of Measures (including; labor and material disposal)	\$179,197
United Illuminating Incentive (estimated)	\$ 78,215
Net Project Cost to be financed at 0% interest	\$100,982

Final Cost to Customer = \$100,982

V. Payment Details:

The total price for this project is **one hundred seventy nine thousand, one hundred, ninety seven dollars ... \$179,197.**

- i. United Illuminating Co. Incentive for this project is **\$78,215**. The incentive payment will be assigned (with customer approval) to EEL. The incentive will not be dispersed until Fairfield Public Schools is fully satisfied with the completed project and approves the release of funds.
- ii. Customer Financed amount of **\$100,982**. The finance rate will be at 0% interest for a period of 36 months. (Traditional financing or Lease/Purchase).

VI. Financing Details:

⊕ **36 Month Finance Period with Monthly Payments of \$2,805**

⊕ **Estimated Annual Money Savings during 36 Month Finance Pay-back Period:**

- Energy savings only (annual savings – finance charges): $\$47,381 - \$33,660 =$ **\$13,721**

⊕ **Annual Money Savings after 36 Month Finance Pay-back Period:**

- Energy savings only: **\$47,381.⁰⁰**

⊕ **Total Money Saved for the 5 Year Warranty Period:**

- Energy Savings only: $\$47,381 \times 5 \text{ Years}$ **\$236,905.⁰⁰**

⊕ **Energy bill savings from this project is larger than project monthly financing charges. So, existing electric bills are larger than the combination of new electric bill costs and project financing charges creating immediate positive cash flow.**

VII. Terms & Conditions:

Warranty:

Material:

- LED Lamps/Fixtures - 5yr. - **repair or replace (non-prorated).**

Labor:

- Labor: All workmanship will be warranted for five years. All warranty labor required for the replacement of defective components will be performed by EEL Staff for a period of five years. The date on the completion certificate will be the warranty date of record for this project.

Turn-key price includes the availability to work during First or Second shift, 5 days a week with zero overtime costs as required by customer schedule (Monday – Friday).

Pre-existing conditions:

EEL assumes that the existing electrical wiring, the grounding, the existing circuit breakers, and lighting fixtures are in good operable condition and in compliance with existing codes. Any major components or wiring discovered by EEL in need of repair shall be noted and submitted to the customer. Any such repairs will be the responsibility of the customer to remedy in a timely manner.

Hazardous and Non-Hazardous waste:

The customer is responsible for the removal of asbestos and any hazardous material discovered on the immediate work site. EEL will cease work on the area until the condition noted is remedied.

Utility Rebates:

EEL has determined that utility rebates are available for this project by the **United Illuminating Co.** and are estimated to be valued at **\$78,215**. The final value may be slightly higher or lower based on the final application and inspection processes required for these funds. EEL will provide all of the administration required to procure the incentive at the customer's request.

VIII. Contract Signature:

Printed Name: _____ **Date:** _____

Title: _____

Signature: _____

* This proposal is hereby accepted and is an official contract between Fairfield Public Schools and Energy Efficient Lighting LLC (EEL). EEL is authorized to proceed with initiating work.

This proposal is valid for the next 90 days.

This Proposal is subject to Energy Efficient Lighting, LLC's Terms and Conditions

We look forward to the prospect of working together with you to meet your efficient lighting needs!
Please note that a period of 2 to 4 weeks may be needed to order certain materials. Feel Free to contact me with questions or comments regarding this proposal.

Kindest Regards,

Michael Guarino

Energy Efficient Lighting

Michael Guarino, CEM

203-812-0304

Mike@eelsaves.com

Energy Efficient Lighting, LLC.

121 N. Plains Industrial RD, Wallingford, CT

203.812.0304

ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

This Agreement is entered into by and between The United Illuminating Company ("UI") and

Fairfield Public Schools ("Customer"), pertaining to the building to be retrofitted at

FAIRFIELD WOODS RD 1115 ; FAIRFIELD, CT (the "Facility"), **MEO Project # QsIJ**, by

ENERGY EFFICIENT LIGHTING, LLC (the "Installing Vendor"). The Effective Date of this Agreement is the date that this Agreement is signed by both Customer and UI, subject to Section 5(b)(i) hereof.

BASIC UNDERSTANDINGS

UI has a conservation program called Energy Opportunities which is designed for projects which "retrofit" existing systems with energy efficient alternatives. UI offers to pay incentives to eligible Customers who retrofit existing systems with energy efficient measures (each an "Individual Measure" and collectively, the "Measures") in the Customers' facilities. This Agreement provides the terms and conditions for payment of Standard Incentives and any applicable Bonus Incentives by UI to a Customer under the Energy Opportunities program. Customer expressly represents and warrants that the execution, delivery and performance by Customer of this Agreement are within such Customer's powers and have been duly authorized by all necessary action on the part of the Municipality (or any other person or entity, as applicable). This Agreement constitutes a valid and binding agreement of the Customer, enforceable against such Customer in accordance with its terms. Customer further acknowledges and agrees that it has selected the Installing Vendor and has and will continue to be solely responsible for such selection, which selection was in accordance with any and all legal, governmental or regulatory rules and requirements (whether federal, state, municipal or otherwise) applicable to Customer. Any payments (if any) made by UI to Installing Vendor in connection with Installing Vendor's installation of ECMs hereunder at the Facility and pursuant to Customer's direction as provided for herein, are made by UI solely in its role as administrator of conservation and load management programs approved by the Connecticut Public Utilities Regulatory Authority. UI assumes no responsibility or liability whatsoever with respect to Customer's selection of the Installing Vendor, the Installing Vendor's installation of the ECMs for Customer, and/or any agreement that Installing Vendor and Customer may have entered into in connection with such installation.

1. CUSTOMER ELIGIBILITY

Any municipality that is a retail end use UI customer is eligible to participate in the Energy Opportunities program.

2. INCENTIVES

- a. Subject to the terms and conditions contained herein, UI will pay incentives to Customers for the installation of Energy Conservation Measures (ECMs) as specified in the attached Schedule A, incorporated herein by reference.
- b. ECMs are those conservation measures that are consistent with UI's desire to achieve energy conservation and load management, and that are approved by UI in advance and in its sole discretion as set forth herein.
- c. Customer understands and agrees that incentive schedules for which Customer may be eligible vary based upon the classification of customers.
- d. ECMs are not eligible for incentives from the Energy Opportunities program if the Customer has received incentives for that specific ECM under any other UI incentive program.

3. PRE-APPROVAL & PRE-INSTALLATION SURVEY

- a. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentive to Customer hereunder unless UI pre-approves in its sole discretion each ECM that has been proposed by the Customer and/ or (as determined by UI) completes a satisfactory pre-installation survey of the Customer's Facility.
- b. UI reserves the right, in its sole discretion, to approve or dis-approve any proposed ECM. Any failure to approve any and all ECMs shall not under any circumstances constitute approval by UI of such ECMs.



Municipal Energy Opportunities Standard Agreement

- c. Among other conditions for receipt of incentives hereunder, UI is not bound to pay any incentives unless the Customer commits to installing the ECM(s) evidenced by its execution and delivery of this Agreement, including Schedule A and complying with all of the terms and conditions contained in this Agreement including but not limited to the timeframe described in Paragraph 5, section b.

4. CUSTOMER APPLICATION & ANALYSIS

- a. The Customer agrees to comply with the steps outlined in Paragraph 5, section b.
- b. In addition to the execution and delivery of this Agreement, including Schedule A, UI may in its sole discretion, require Customer to perform or cause to be performed a thorough analysis of the demand and energy reduction potential and life expectancy of the proposed ECMs ("Analysis"). In some cases, UI may require, in its sole discretion, that a licensed or certified energy professional or engineer prepare this Analysis. Customer shall provide to UI specifications, engineering data or other reasonable information necessary for the completion of such Analysis of the proposed ECM.
- c. UI will review the Customer's Application and Analysis (if applicable) to determine the potential for reducing energy consumption at the Facility via the ECMs. UI reserves the right, in its sole discretion to accept, reject, or modify any calculations set forth in the Application and Analysis (if applicable) based on UI's own analysis of the ECMs, including but not limited to the incremental cost of energy and demand savings, actual energy savings, life expectancy of the ECM, and the cost of the ECM.
- d. UI reserves the right to approve only those site-specific ECMs that UI believes have cost effective energy reduction potential. In any case, UI reserves sole discretion to approve or disapprove each proposed ECM in its sole discretion.

5. CANCELLATION

- a. Customer may cancel this Agreement at any time by providing UI with written notice of the same.
- b. UI may cancel this Agreement immediately without notice to the Customer if any of the following conditions exist:
 - i. the Customer fails to sign the Standard Agreement and Schedule A within 30 Business days of UI's approval date. For the sake of clarity, any Standard Agreement signed by Customer after such 30 Business Days shall automatically be void and of no force and effect;
 - ii. the Customer fails to initiate installation or construction of the project within 60 Business days of UI's approval date;
 - iii. the Customer has not submitted to UI a written explanation, acceptable to UI in its sole discretion outlining the reasons why the initiation of the construction process has not begun within 60 Business Days of the approval date. These situations will be subject to UI review on an individual basis;
 - iv. the Customer fails to complete the installation of the ECMs within 10 months of UI's approval date;
 - v. the Customer has not submitted an acceptable written explanation outlining the reasons why the construction process has not been completed within 10 months of the approval date. These situations will be subject to UI review on an individual basis.
- c. Upon cancellation of this Agreement by either Party, Customer will reimburse UI within 30 Business Days for any and all payments made by UI to Customer under this Agreement.
- d. If Customer does not install all of the ECMs listed in Schedule A, UI may, in its sole discretion, adjust the incentives for which the Customer is eligible according to the criteria and participation requirements of the Energy Opportunities program.

6. POST-INSTALLATION VERIFICATION

- a. UI will pay incentives to Customer only after UI has performed to its sole satisfaction a post-installation inspection of the Facility and the ECMs. In addition to the foregoing, no incentive payment shall be made by UI to Customer or Installing Vendor (as the case may be) until Customer has executed an acknowledgement in the form attached hereto as Exhibit 2.
- b. If as a result of UI's post-installation inspection, UI determines that the ECMs installed at the Facility were not installed in a manner that is consistent with the purpose of achieving energy savings, the Customer shall make modifications as determined to be necessary by UI in order to ensure achievement of energy savings. A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.



Municipal Energy Opportunities Standard Agreement

- c. If as a result of UI's post-installation inspection, UI determines that the operation of any equipment installed in connection with Customer's participation in the Energy Opportunities program is not consistent with generally accepted industry standards and practices, including, where applicable, state or federal building code mandates, environmental regulations, and current standards published or otherwise recognized by the American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") for the operation of Heating, Ventilation, and Air Conditioning ("HVAC") units, Customer shall make modifications as determined to be necessary by UI to ensure compliance with such applicable standard(s). A failure by Customer to promptly perform such modifications will result in Customer forfeiture of any incentives for which it is eligible.

7. MONITORING & VERIFICATION

- a. UI reserves the right to continue to monitor any or all proposed and installed ECMs for the purpose of determining the actual value of energy reduction.
- b. Customer agrees to grant UI access at all reasonable times to the Facility for the purpose of examining and monitoring proposed and installed ECMs. The results of this monitoring will not affect any payments already received by Customer hereunder, except for such payments that are required to be reimbursed by Customer pursuant to the terms and conditions contained in this Agreement.
- c. Customer understands and agrees that UI reserves the right to decrease any unpaid incentive amounts for which Customer is eligible hereunder if, based on the results of UI's on-site monitoring and verification, UI determines in its sole discretion that less than the proposed ECM savings are likely to result via the ECMs.

8. INCENTIVE AMOUNTS

- a. Any incentive amounts requested by Customer in connection with this program may be reduced by UI in its sole discretion and only incentive levels approved by UI in connection with this Agreement are eligible to be earned by Customer.
- b. UI reserves the right to modify any program incentives for which Customer is eligible hereunder and the incentive structure at anytime and without any prior notices to Customer.
- c. In the event that, following execution and delivery of this Agreement, the program is modified or cancelled for any reason, this Agreement will continue in effect pursuant of all of its terms and conditions.
- d. The dollar amount of the incentive available to Customer pursuant to this Agreement is calculated by UI based on UI's understanding of the total project cost of the installation of the ECMs at Customer's Facility ("UI Total Project Cost") as supplied by Customer or the installing Vendor. In the event that the actual project cost is lower than the UI Total Project Cost for any reason, including but not limited to the availability of any and all state, federal or local tax rebates that may be applicable to the Customer's installation of the ECMs at the Facility, and/or any and all rebates, incentives, credits or adjustments of any nature that Installing Vendor provides to Customer and which lowers the UI Total Project Cost, then Customer shall promptly provide UI with written notice of the same and UI reserves the right, in its sole discretion, to recalculate the dollar amount of the incentive available to Customer under this Agreement based on the actual project costs and such recalculated incentive amount shall be the incentive available to Customer under this Agreement. In the event that UI has already provided Customer with an incentive payment based on the UI Total Project Cost prior to UI's receipt of notice from Customer of an actual project cost that is lower than the UI Total Project Cost, UI may require Customer to refund the difference between the incentive paid by UI to Customer and the incentive that results from UI's incentive recalculation based on the actual project cost. Any such refund shall be made by Customer within thirty (30) days after written demand of the same from UI.

9. COMPREHENSIVE PROJECTS

- a. Comprehensive projects may be eligible for bonus incentives only if specific funding is available and approved.
- b. Comprehensive projects may include energy savings from other fuel sources. However the value of the incentive will be based entirely on the electric energy savings components.
- c. Projects are considered comprehensive if they consist of two (2) or more end uses and at least one (1) measure per end use. Projects consisting of multiple measures per end use are eligible provided that the project consists of at least 2 end uses and meet the criteria in Paragraph 9 (d, e) below.
- d. No one end use can have 85% or more of the value of the project's energy savings or peak summer demand reduction.



Municipal Energy Opportunities Standard Agreement

- e. The remaining enduse(s) must account for at least 15% of the value of the project's energy savings or peak summer demand reduction (based on the cumulative total of the remaining enduse(s).
- f. Each Measure will be reviewed independently to determine the applicability of the EO program incentives based on the Energy Opportunities Incentive guidelines.
- g. If the project is modified to where the project does not meet the comprehensive criteria then the incentive is calculated on the individual merits of the Measures due to scope changes and/or measures.
- h. The project must have all Measures installed within a reasonable time frame to receive the comprehensive incentive. A reasonable timeframe is defined in Paragraph 5(b) above. UI reserves the right to modify the definition of a "reasonable time frame" based on the project. In the event, the scope of the project changes, the incentive amount will be calculated on the merits of the remaining individual measures.
- i. Projects will be reviewed on a case-by-case basis

10. MULTIPLE FUEL or NON-ELECTRIC ECMs

UI reserves the right in its sole discretion (but in no event is obligated) to pay incentives for any energy saving non-electric ECM.

11. ECM INSTALLATION COST

- a. Customer shall supply UI with copies of all appropriate paperwork that documents that the construction or installation process has been initiated (such as a purchase order, bid document, contract etc. and any other documentation as requested by UI).
- b. Customer shall supply UI with copies of all paid invoices (including all materials, labor, and equipment discounts) reflecting the actual costs of design engineering, purchasing, and installing the ECMs, along with costs for demolition and disposal of materials. UI may also request and Customer shall supply UI with other reasonable documentation or verification of the Customer's actual cost for purchasing and installing the ECM. Incentives are applicable to and available with respect to incentives for ECM installation costs only those ECMs that are actually installed and Customer is eligible for incentives for ECM installation costs only to the extent that the costs are deemed reasonable by UI in its sole discretion. Costs for financing, extra equipment, spare parts, inventoried items, painting, and any other non-installed materials are not eligible for UI reimbursement under this Agreement.

12. PAYMENT

- a. Incentive payments will be made by UI within 60 days after UI has completed a post-installation verification of ECM installations and the actual costs thereof to its sole satisfaction. UI may also arrange with Customer to make incentive payments in installments. In addition to the foregoing, no incentive payment shall be made by UI to Customer or Installing Vendor (as the case may be) until Customer has executed an acknowledgement in the form attached hereto as Exhibit 2.
- b. If Customer has an established UI account, it may request that the incentive amount applicable to it under this Agreement be paid in the form of a credit to the Customer's electric bill by designating the method of payment on the Schedule A at the time of entering into this Agreement.
- c. The Customer understands and acknowledges that UI shall pay the incentives from the Energy Conservation and Load Management Fund ("C&LM Fund"). In the event that all or any part of UI's C&LM Fund is designated by legislative or regulatory action for purposes other than implementation of UI's C&LM programs, and UI determines that the C&LM Fund is insufficient to cover the cost of such programs, UI shall have no obligation to pay any incentives hereunder and shall have no further liability to the customer. Customer shall not hold UI liable in any way and shall hereby hold UI harmless from and against any and all liabilities, costs or damages incurred by Customer in the event of a program funding reduction or elimination, including but not limited to the insufficiency of the C&LM Fund to cover the cost of C&LM programs as determined by UI.

13. PERFORMANCE CONTRACTING

If the ECMs are being installed by a third party under a performance contract arrangement, UI reserves the right to determine the cost of purchasing and installing the ECMs as the costs actually incurred by the third party or in UI's sole discretion based upon UI's experiences with similar ECMs in other Customers' facilities.



Municipal Energy Opportunities Standard Agreement

14. FINANCING OPTION

- a. Third party financing for the ECMs to be installed at Customer's Facility pursuant to this Agreement may be available to Customer from a UI designated third party financing provider ("TPFP") provided that Customer's project meets (among other requirements) the following eligibility requirements:
 - (i) The project has a Simple Payback Period greater than 1.5 years but less than 7 years. Simple Payback Period means the total cost of the project divided by the estimated annual energy savings of the project through its first year of operation.
 - (ii) The project is eligible for inclusion in UI's Energy Opportunities program.
 - (iii) The project does not participate in other financing options under Connecticut Energy Efficiency Funds (CEEFF) programs administered by UI, specifically the Municipal loan with on-bill repayment.
 - (iv) The project is not a federal government or agency project.
 - (v) The project includes only equipment retrofits (i.e., it does not involve new construction or major renovation).
 - (vi) The Customer is an existing business which has been in operation for three (3) years and qualifies through the TPFP's business credit review
- b. Customer acknowledges and agrees that, in addition to the foregoing project eligibility requirements, Customer must apply to the TPFP in order to secure financing by the TPFP for its project (as described herein). The decision by the TPFP to provide (or not provide) financing to Customer in connection with its project is at the sole discretion of the TPFP and Customer acknowledges and agrees that UI is not responsible in any way for any decision by the TPFP to provide, or not to provide, financing for Customer's project. In addition to the foregoing, any and all financing transactions as between the TPFP and Customer in connection with the project are solely as between such parties. UI is not responsible in any way for any and all decisions, acts or omissions of the TPFP in connection with any and all financing transactions as between the TPFP and Customer in connection with Customer's project. Customer hereby agrees to indemnify, defend, and hold harmless, UI, from any and all claims, actions, costs, expense, damages, and liabilities, including reasonable attorney's fees, resulting from or arising out of Customer's decision to seek financing for its project from the TPFP, including but not limited to any and all action or inaction of the TPFP related to the same.
- c. In the event that Customer receives financing from the TPFP as contemplated and provided for herein, UI may, in its sole discretion, provide an "interest rate buy down" in connection with such TPFP financing. An "interest rate buy down" means an upfront payment provided by UI (through use of CEEFF funds) to the TPFP in order to lower the interest rate paid by Customer to the TPFP over time. An interest rate buy down is only available to Customer in connection with TPFP loans that are no less than \$2,000 and no greater than \$100,000. In the event that Customer (i) is eligible for and receives financing for its project from the TPFP pursuant to the TPFP's EO financing program and (ii) UI determines, in its sole discretion, that it will provide an interest rate buy down in connection with such TPFP financing for Customer's project, then Customer will receive 100% of the incentive calculated by UI for the Customer's project and a partial interest buy down or subsidy, which in turn determines the available interest for the project either 4.99%, 2.99%, or 0% loans respectively. The maximum term of TPFP loans for which Customer receives an interest rate buy down from UI shall be (i) the Net Simple Payback Period for the project plus one year or (ii) five years, whichever is less. Net Simple Payback Period is defined as (A) the total cost of Customer's project that is the subject of this Agreement minus the incentive calculated by UI for the project divided by (B) the estimated energy savings expected to be experienced by Customer as a result of the project (as calculated by UI).
- d. Customer may seek additional financing from the TPFP, typically up to a total amount of \$1,000,000. Any projects that exceed \$1,000,000 would be reviewed on a case by case basis. However, financed amounts greater than \$100,000 are not eligible for any interest rate buy down from the CEEFF funds. Any financed amounts greater than \$100,000 will be subject to current market interest rates and will be determined by the TPFP.
- e. Customer may seek financing of its project from any third party financing entity provided, however, any interest buy down that the CEEFF Fund and UI may provide with respect to Customer's project, if at all, shall only be applicable with respect to TPFP financing pursuant to the terms and conditions provided for herein.

15. ECM MAINTENANCE

- a. In order to maintain the estimated energy savings benefit derived by UI for ten (10) years from the date of installation of the applicable ECMs, Customer agrees to repair or replace the ECMs periodically, using energy saving equipment similar or superior to the equipment that was installed originally. If Customer's performance of this provision proves to be impossible or



Municipal Energy Opportunities Standard Agreement

impracticable, Customer shall, within ten (10) days of its determination of its inability to perform, notify UI promptly of its inability to perform and in such an event, UI may, at its sole and full discretion, require Customer to promptly reimburse UI for a prorated portion of all incentives and installation cost reimbursement paid under this Agreement subject to interest charges set forth in Paragraph 15(c) below.

- b. If UI in its sole discretion deems it appropriate, to ensure the efficiency gained through incentives paid by in connection with this Agreement, UI may require the Customer to maintain a service contract with a vendor acceptable to UI for the term of this Agreement, or another term determined by UI to be applicable to the specific ECM installed.
- c. Neither Customer nor its agents, contractors, or subcontractors shall knowingly circumvent the net energy performance of ECMs or related systems installed pursuant to this Agreement. In the event of a breach of this provision, UI will require Customer to reimburse in full all of the incentives and installation cost reimbursement paid for these ECMs. All Customer reimbursements to UI will include interest accrued from the date of receipt of the incentive by the Customer, at the annual rate of eight percent (8%).

16. LIMITATION OF LIABILITY

UI shall not be liable to Customer for any damages in contract or tort or otherwise including negligence caused by any activities in connection with this Agreement or in connection with the retrofitting of the Facility, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by UI. UI's liability under this Agreement shall be limited to paying the incentives specified for the ECMs but only as and if such incentives become payable to Customer and only to the extent that such incentives are not subject to repayment as provided for in this Agreement. In no case shall UI be liable to Customer for any special, indirect, consequential, incidental, punitive or exemplary damages of any kind, including but not limited to loss of use, lost profits, out of pocket expenses by statute, tort or contract, in equity under any indemnity provision or otherwise.

17. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless, the UI, from any and all claims, actions, costs, expenses, damages, and liabilities including reasonable attorney's fees, resulting, from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of Customer's employees or other authorized agents in connection with Customer's activities within the scope of this Agreement, including, without limitation, claims arising from Customer's installation and/or maintenance of HVAC units in compliance with current standards for the performance of such units published or recognized by ASHRAE. Customer's duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to the expiration or termination of this Agreement.

18. NO WARRANTIES

- a. Customer acknowledges and agrees that neither UI nor any of UI's employees or consultants are responsible for assuring that the design, analysis, engineering, and retrofitting of the Facility or installation of any or all of the individual ECMs or equipment is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized by ASHRAE for HVAC units.
- b. Customer understands and agrees that UI does not represent, warrant, or guarantee the product or service of any particular vendor, manufacturer, contractor, or subcontractor. Customer further understands and agrees that UI does not represent, warrant or guarantee the safety of the ECMs or that the installation of any ECMs pursuant to this Agreement will result in any level of energy savings or result in any measurable energy related benefit.

19. NO TAX LIABILITY

UI is not responsible for any tax liability imposed on the Customer or the Customer's authorized recipient as a result of the incentive payment.

20. LIMITED SCOPE OF REVIEW

UI's scope of review for purposes of this Agreement is limited to determining if the design and installation of the ECMs have met the program conditions. UI does not include any kind of safety or performance review of any equipment installed or serviced in connection with this Agreement or any planned or installed ECMs, including, without limitation, any compliance by HVAC units with current standards published or otherwise recognized by ASHRAE



Municipal Energy Opportunities Standard Agreement

21. OBLIGATION TO INSTALL

This Agreement does not obligate Customer to install any of the ECMs that have been approved by UI. However, if Customer, subsequent to such approval, elects to install the ECMs, the terms and conditions of this Agreement shall govern the payment of incentives and the maintenance of the ECMs at the Facility.

22. PROGRAM CHANGES

UI reserves the right to cancel or change the Energy Opportunities program at any time without prior notice to Customer. Except as otherwise provided in this Agreement, all fully executed agreements that are in compliance with the terms and conditions contained herein will be processed to completion under the terms and conditions of the Energy Opportunities program in effect on the Effective Date.

23. PAYMENTS ASSIGNED TO CONTRACTORS

- a. UI Customers may designate in writing the Customer's Installing Vendor as the sole recipient of any incentives and/or installation cost reimbursements owed to Customer under this program. Customer's written designation shall also state that Customer acknowledges and agrees that it has no further claim or right, title or interest in and to any such incentives and / or installation reimbursements.
- b. In addition to the requirements set forth in Paragraph 23 (a) above, Customer must request the change in incentive / installation cost recipient by signing the designated area on Schedule A.
- c. In addition to the requirements set forth in Paragraph 23 a and b) above, if Customer assigns the incentives and/or installation cost reimbursements to the Installing Vendor, Customer must supply or cause its designated recipient to supply UI with a Letter of Acknowledgement and a completed W-9 containing designated recipient's Federal Tax Identification number.
- d. In addition to the foregoing, prior to the release by UI of any incentive/installation cost reimbursement by UI to the Installing Vendor, Installing Vendor shall execute an acknowledgment in the form attached hereto as Exhibit 1 and Customer shall cause Installing Vendor to execute the same.

24. PUBLICITY OF CUSTOMER PARTICIPATION

UI may, with Customer's consent, publicize Customer's participation in the program, the results of Customer's participation in the program, the value of incentives paid to Customer by UI under the program, and any other information relating to or in connection with Customer's participation in the program.

25. BALLAST & LAMP DISPOSAL

Customer agrees to comply with all laws and regulations promulgated by the State of CT Department of Environmental Protection and all other applicable laws, rules and regulations relating to the proper disposal of fluorescent lamps and PCB ballasts. The costs incurred by Customer in connection with the disposal of fluorescent lamps and PCB ballasts may be included in Customer's calculation of costs for installing the ECMs. Customer must provide to UI documentation acceptable to UI that verifies the proper disposal of all hazardous materials.

26. EXISTING and NEW SELF-GENERATION

The incentive amount paid by UI to Customer under this Agreement will be determined by UI based on UI's evaluation of the net benefit of the ECMs for which Customer is receiving an incentive to UI's customers as a whole ("Net Customer Benefit"). Accordingly, UI will establish and reserves the right to reduce the incentive amount in order to reflect the impact of Customer's existing self-generation or new self-generation installed after the Effective Date hereof (as the case may be) to reflect the impact of such self-generation on UI's Net Customer Benefit calculation. UI may require Customer to refund to UI all or a portion of the incentive amount paid to reflect the reduced Net Customer Benefit. Any interconnection of new self-generation to the utility grid must comply with UI's then current policies and standards governing such interconnections.

27. FORWARD CAPACITY MARKET AND CLASS III CREDITS: ISO-NE CAPACITY PAYMENTS

By signing this document, and as a condition to receiving a rebate pursuant to this program, the customer acknowledges and agrees that any and all payments, benefits and/or credits associated with or applicable to the customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any existing, successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any



Municipal Energy Opportunities Standard Agreement

and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of The Connecticut Light and Power Company, doing business as Eversource Energy (Eversource), or The United Illuminating Company (UI), as applicable. The customer hereby assigns to Eversource or UI, as applicable, all of its right, title and interest in and to any and all such capacity payments, credits and/or benefits, and agrees to take any and all action, including executing and delivering any and all documentation and/or instruments, as requested by Eversource or UI, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process.

28. CLASS III CONSERVATION CREDITS

Any Class III renewable energy credits and/or conservation credits received in connection with this program shall be retained by the Companies pursuant to the laws of the State of Connecticut and/or applicable PURA decision in effect as of the date hereof

29. MISCELLANEOUS

- a. The term of this Municipal Energy Opportunities Agreement will commence as of the Effective Date and continue for ten (10) years from date of the first payment made by UI to Customer pursuant to Paragraph 11 above unless sooner terminated as provided for herein.
- b. Customer understands that UI is willing to pay the Energy Opportunities incentives based on the long-term value of the energy reductions to UI.
- c. If at any time during the term of this Agreement, and during which time the Facility is occupied by the Customer, or any affiliate of the Customer, the operation of the Facility is modified so as to diminish the value of the energy efficient measures, UI may require reimbursement by Customer of all or a prorated percentage of the Energy Opportunities incentives and installation cost reimbursements paid by UI to Customer hereunder.
- d. Where Customer has installed or modified any HVAC unit in connection with Customer's participation in the Energy Opportunities Program, Customer shall, prior to UI's payment of an incentive, provide UI with a written statement confirming that such HVAC unit meets or exceeds the current standards for the operation of such HVAC unit as recognized by ASHRAE. Customer's failure to provide such written confirmation shall result in UI's withholding of any and all incentives for which Customer is eligible for hereunder until such failure is corrected.
- e. During the term of this Agreement, Customer will require any successor to its interest in the Facility during the term of this Agreement (whether direct or indirect, by sale of the Facility to a third party, by expiration or termination of Customer's lease of the Facility, or by purchase, merger or consolidation of Customer or all or substantially all of its assets by with or into a third party) by an agreement in form and substance satisfactory to UI, to assume and agree expressly to be bound by the provisions of this Agreement. Failure of Customer to obtain such agreement by the effectiveness of any such succession shall be a breach of this Agreement and shall entitle UI to reimbursement for all or a prorated percentage of the incentives paid by UI to the Customer under this Agreement.
- f. If either UI or Customer desires to modify the content of this Agreement, the modification must be in writing and signed by an authorized representative of each party in order for the modification to be enforceable against that party.
- g. Customer may not assign this Agreement without the written consent of UI. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.
- h. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provisions of this Agreement.
- i. All notices shall be in writing and delivered personally or by overnight courier to the addresses of the parties set forth at the beginning of this Agreement. Any such notice shall be deemed given on the dated delivered.
- j. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to its conflicts of laws and principles.



ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

- k. All requirements, terms, conditions and provisions of this Agreement which by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of this Agreement, including but not limited to any and all reimbursement obligations of Customer hereunder.
- l. The relationship of the parties is that of independent contractors. None of the provisions of this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship between or among the parties. No party or any of its officers, members, or employees, will be deemed to be the agent, employee or representative of another party.
- m. This Agreement, including all schedules attached hereto, forms the entire agreement between the parties and supersedes all other communications and representations related to the subject matter hereof.
- n. A "Business Day" as used in this Agreement is a day for which commercial banks are open for business in Connecticut

In order to evidence its agreement to the above terms, each party has signed or caused an authorized representative to sign this Agreement on the date(s) specified below.

CUSTOMER:

By: _____
(print)
Name: _____
(sign)

Title: _____ Date: _____

THE UNITED ILLUMINATING COMPANY:

By: **Michael Doucette**
Title: **Sales Engineer** Date: **08/19/2019**

By: *June Laro*
Title: *Manager, CLM* Date: *8/19/19*



ENERGY OPPORTUNITIES

I-877-WISE USE

Municipal Energy Opportunities Standard Agreement

EXHIBIT 1

AGREEMENT REGARDING Fairfield Public Schools MUNICIPAL ENERGY OPPORTUNITIES STANDARD AGREEMENT

This Agreement regarding Fairfield Public Schools Municipal Energy Opportunities Standard Agreement Project #QsIJ ("Agreement") is entered into this 19 day of August, 2019 ("Effective Date") by and among The United Illuminating Company ("UI"), and ENERGY EFFICIENT LIGHTING, LLC.

WITNESSETH:

WHEREAS, the Fairfield Public Schools ("Customer") entered into a certain Municipal Energy Opportunities Standard Agreement with UI with an effective date of 08/19/2019 ("MEO Agreement"), which MEO Agreement is attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the MEO Agreement governs the Customer's participation in the Municipal Energy Opportunities program ("Program") and certain energy efficient retrofits ("Retrofits") to a certain building located at FAIRFIELD WOODS RD 1115 ; FAIRFIELD, CT (the "Facility" as defined in the MEO Agreement) to be performed by ENERGY EFFICIENT LIGHTING, LLC (or "Installing Vendor" as defined in the Agreement); and

WHEREAS, the MEO Agreement (along with its attachments and exhibits including a Financial Agreement Addendum) sets forth (i) a total project cost of \$ 179,197.00 ("Total Project Cost"), (ii) an incentive of \$ 78,215.00 ("Incentive") and (iii) a balance of \$ 100,982.00 ("Balance"); and

WHEREAS, pursuant to the MEO Agreement, the Balance is to be repaid by Customer via monthly payments of \$ 2,805.06 on Customer's UI electric service bills for a period of Thirty Six (36) months; and

WHEREAS, the Program and MEO Agreement contemplates that the Customer will (i) receive a payment from UI in an amount equal to the Total Project Cost (ii) pay the Installing Vendor the Total Project Cost and (iii) make the monthly payments as set forth in the MEO Agreement until the Balance is paid in full; and

WHEREAS, the Customer is solely responsible for securing an installing vendor and paying the Installing Vendor in connection with its Program project; and

WHEREAS, the Customer has requested that UI pay the Total Project Cost directly to the Installing Vendor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Customer, UI and Installing Vendor agree as follows:

1. Payment of Total Project Cost. Subject to the terms and conditions contained in this letter agreement, UI agrees to pay the Total Project Cost directly to the Installing Vendor.



ENERGY OPPORTUNITIES

1-877-WISE USE

Municipal Energy Opportunities Standard Agreement

2. Payment of Balance. Customer agrees to pay to UI an amount equal to the Balance, which Balance will be paid to UI monthly as part of Customer's UI electric service bill over a period of **Thirty Six (36)** and in monthly payment amounts of \$ **2,805.06**.

3. Relationship of Parties. The Parties acknowledge and agree that (i) Customer has contracted Installing Vendor to perform the energy efficient retrofits, (ii) Installing Vendor is solely responsible for the installation of the energy retrofits at the Facility, (iii) in connection with the Program, the MEO Agreement, and this Agreement, UI's sole responsibility is as an administrator of the Connecticut Energy Efficiency Fund, (iv) neither Customer nor Installing Vendor shall hold UI responsible in any way for the Retrofits at the Facility in connection with the Program and MEO Agreement, including but not limited to their installation, operation and maintenance, and (v) Installing Vendor agrees to indemnify, defend and hold UI, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents harmless from and against any and all suits, claims, and proceedings resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees, which arise out of or relate to the Installing Vendor's installation of the Retrofits at the Facility.

4. MEO Agreement. Except as expressly modified herein, all of the terms and conditions contained in the MEO Agreement remain in full force and effect.

IN WITNESS WHEREOF, UI, Customer and Installing Vendor have each caused this Agreement to be executed in its name by one of its officers thereunto duly authorized as of the Effective Date.

CUSTOMER:

By: _____
(print) _____
Name: _____ Title: _____ Date: _____
(sign) _____

INSTALLING VENDOR: ENERGY EFFICIENT LIGHTING, LLC

By: _____
(print) _____
Name: _____ Title: _____ Date: _____
(sign) _____

THE UNITED ILLUMINATING COMPANY:

By: **Michael Doucette**

Title: **Sales Engineer** Date: **08/19/2019**



Financial Agreement Addendum

This Financial Agreement which forms part of the Municipal Energy Opportunities Standard Agreement and is effective as of the date signed by all parties below (the "Effective Date") is entered into by and between The United Illuminating Company ("UI") and **Fairfield Public Schools** (the "Customer"), pertaining to the building to be retrofitted at **FAIRFIELD WOODS RD 1115 ; FAIRFIELD, CT** (the "Facility"), **Municipal Energy Opportunities** Project # **QsIJ**.

The Customer agrees that UI makes no warranties, expressed or implied, regarding the serviceability of any products installed or purchased in connection with the Facility retrofit. The Customer also agrees that it is solely responsible for selecting and contracting with the contractor who will be performing the Facility retrofit, which contractor is identified below ("Contractor"). The Customer and Contractor (as evidenced by Contractor's signature below) each agree to indemnify and hold harmless UI and its officers, directors, employees of affiliates thereof, from any damages, fines, settlements or judgments which directly arise from or are caused by the wrongful, or negligent acts or omissions of any party in the conduct or performance of the Facility retrofit by the Contractor. The Customer shall specifically indemnify and hold harmless, UI with respect to all work contracted for between the Customer and the Contractor, and from any damages, fines, settlements or judgments which directly arise from or are caused by the acts or omissions of the Contractor.

The Customer understands and agrees that UI will not be responsible for any tax liability imposed on the Customer as a result of its participation in the Energy Opportunities program. Customer/Vendor must supply its Federal Tax Identification Numbers or Social Security Number as they are required for distribution of UI incentives. UI will issue a 1099 form to each non-incorporated customer receiving an aggregate incentive payment in excess of \$600.00 in any calendar year.

Customer hereby requests that UI assist financially in connection with the installation work described in Schedule A of the Municipal Energy Opportunities Standard Agreement, at the service address listed below, pursuant to UI's terms and conditions applicable to the Energy Opportunities program. UI and the Customer agree that, in addition to any and all other terms and conditions of the Energy Opportunities program, upon the Customer or Contractor confirming completion of the installation work, and UI's post installation inspection and project verification as well as Customer's execution of an acknowledgement in the form attached hereto as Exhibit 2, UI will issue a check for all amounts approved by UI. The Customer shall be responsible for amounts, if any, in excess of amounts approved by UI and will pay such amounts directly to Contractor.

The Customer also agrees to pay UI the balance of the project cost or the pre-determined total amount as detailed below. The monthly payments will be included by UI on the Customer's regular electric service bill, and the first payment will be due on the first billing cycle following the processing of this agreement. In the event this account is finalized due to selling or closing the facility, the Customer will be required to pay the unpaid balance of this financing agreement within 30 days. By my signature below, I certify that I have read, understood and agree to the terms of this agreement.



ENERGY OPPORTUNITIES

1-877-WISE USE

Financial Agreement Addendum

\$179,197.00	\$ 78,215.00	\$.00	\$100,982.00	\$ 2,805.06	36
Total Cost	Incentive	Co-Pay	Balance	Monthly Pymt.	Term

Please Note: On the initial bill only, the total balance amount will be displayed with an equal amount as a credit. This is for accounting purposes only.

06-6009803

Federal Tax ID or Social Security #, Customer

100000223087

Contract Account #, Customer

Fairfield Public Schools

Account Name, Customer

Contact, Customer

1115 FAIRFIELD WOODS RD ; FAIRFIELD, CT 06825

Service Address, Customer

(Customer's Signature)

ACCEPTED: The United Illuminating Company

By

UI Administration

91-2193703

Federal Tax ID or Social Security #, Contractor

ENERGY EFFICIENT LIGHTING, LLC

Name, Contractor

MICHAEL GUARINO

Contact, Contractor

Signature, Contractor

P.O. BOX 4550 ; WALLINGFORD, CT 06492

Address, Contractor

(Date)

(Date)



Municipal Energy Opportunities Standard Agreement

EXHIBIT 2

Reference is made to that certain Municipal Energy Opportunities Standard Agreement entered into by and between The United Illuminating Company ("UI") and the **Fairfield Public Schools** ("Customer") as of "Effective Date" of the Municipal Energy Opportunities Standard Agreement project# **QsIJ**. Customer hereby acknowledges and agrees that:

1. The ECMs (as defined in the MEO Agreement) installed by Installing Vendor (as defined in the MEO Agreement) were installed to the satisfaction of the Customer and are hereby accepted in all respects by the Customer; and
2. UI is authorized to release the Total Project Cost (as defined in Exhibit 1 of the MEO Agreement) to the Installing Vendor.

Fairfield Public Schools

By: _____

Its: _____
Authorized Representative

EO Incentive Application Worksheet - Schedule A

Facility Name: <u>Fairfield Public Schools</u>	Phone: <u>(203)255-7363/2</u>
Service Address: <u>FAIRFIELD WOODS RD 1115</u>	Facility Use: _____
City: <u>Fairfield</u> Zip: <u>06825</u>	Square Footage: <u>50,000</u>
Contact Person: _____	EO Rep: <u>Doucette, Michael</u>
Federal Tax I.D. No: <u>06-6009803</u>	EO Project No: <u>QslJ</u>

Custom Measure	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
----------------	----------	----------	------------------	-------------

Location: Exterior Led (see Excel)

LED	1	\$3,584	-9,040	\$1,401
-----	---	---------	--------	---------

Location: Interior Led (see Excel)

LED PROPOSED	1	\$175,613	-325,123	\$50,394
--------------	---	-----------	----------	----------

Custom Measure total:	\$179,197	-334,163	\$51,795
-----------------------	-----------	----------	----------

Adjustment	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
------------	----------	----------	------------------	-------------

Location: Project/taxid Level

Administrative Adjustment	1	\$0	0	\$0
---------------------------	---	-----	---	-----

Description/Reason: INCENTIVE ADJUSTMENT.

Adjustment total:	\$0	0	\$0
-------------------	-----	---	-----

Mandatory Cap	Quantity	Cost(\$)	kWh Usage Change	Savings(\$)
---------------	----------	----------	------------------	-------------

Location: Project/taxid Level

Mandatory Cap Adj.	1	\$0	0	\$0
--------------------	---	-----	---	-----

Mandatory Cap Adjustment	\$0	0	\$0
--------------------------	-----	---	-----

EO Incentive Application Worksheet - Schedule A

Customer Application & Analysis -

In addition to the terms and conditions contained in UI's Standard Agreement and Schedule A, UI may require a thorough analysis of the demand and energy reduction potential, and the life expectancy of proposed Energy Conservation Measures (ECMs). UI may require the Customer to provide specifications, engineering data, or other reasonable information necessary to complete an independent analysis. UI reserves the right to accept, reject or modify any calculations based on UI's own analysis including but not limited to the incremental cost of energy or demand savings, actual energy savings, life of the ECM, and the cost of the ECM. UI's approved and unsigned proposal will remain valid for thirty (30) days. If proposal is not accepted during this period, account re-qualification will be required. UI will approve only those site-specific ECM's which it believes have cost effective energy and demand reduction potential. In any case, UI reserves sole discretion to approve or disapprove any proposed ECM.

Program Changes -

The Program's Terms and Conditions may be changed by UI at any time without notice. Pre- approved applications however will be processed to completion under the Terms and Conditions in effect at the time of UI pre-approval.

EO Incentive Application Worksheet - Schedule A

Summary Page of EO Schedule A of project QslJ as of 08/19/2019 02:09:13

Facility Name:	<u>Fairfield Public Schools</u>	Phone:	<u>(203)255-7363/2</u>
Service Address:	<u>FAIRFIELD WOODS RD 1115</u>	Facility Use:	<u></u>
City:	<u>Fairfield</u>	Zip:	<u>06825</u>
Contact Person:	<u></u>	Square Footage:	<u>50,000</u>
Federal Tax I.D. No:	<u>06-6009803</u>	EO Rep:	<u>Doucette, Michael</u>
		EO Project No:	<u>QslJ</u>

TOTAL COST: **\$179,197**

TOTAL SAVINGS: **\$51,795**

TOTAL INCENTIVES: \$78,215

MONTHLY PAYMENT: **36 @ \$2,805.06**

Customer or Customer's agent name (print): _____

Customer or Customer's agent Signature: _____

Title _____ Date _____

I authorize UI to issue the incentive check, for the above amount, to

ENERGY EFFICIENT LIGHTING, LLC

(the installing contractor, facility owner or other).

Customer or Customer's agent Signature

Date

Fairfield Woods Middle School									
1115 Fairfield Woods Rd.									
Fairfield CT 06825									
Audit Seq.	Location	Existing Fixture Type	Watts/ Fixture Before	Existing Qty	Annual Hours Before	Qty After	Description After	Watts/ Fixture After	Annual Hours After
1	Basement - Stairs	1x4 2L32w VT	60	1	4,000	1	2 Tube 4'	28	4,000
2	Basement Halls	1x4 2L32w VT	60	6	4,000	6	2 Tube 4'	28	4,000
3	020	1x4 2L32w VT	60	8	2,600	8	2 Tube 4'	28	2,600
4	021	1x4 2L32w VT	60	3	2,600	3	2 Tube 4'	28	2,600
5	022	1x4 2L32w VT	60	3	2,600	3	2 Tube 4'	28	2,600
6	023	1x4 2L32w VT	60	6	2,600	6	2 Tube 4'	28	2,600
7	024	1x4 2L32w VT	60	2	2,600	2	2 Tube 4'	28	2,600
8	025A	1x4 2L32w VT	60	18	2,600	18	2 Tube 4'	28	2,600
9	Tunnel	N/A	0	0	4,000	0	N/A		4,000
10	Stair 2	1x4 2L32w VT	60	3	4,000	3	2 Tube 4'	28	4,000
11	200	2x4 3L32w PTR	90	2	2,600	2	3 Tube 4'	42	2,600
12	201	2x4 3L32w TR	90	9	2,600	9	3 Tube 4'	42	2,600
13	202	2x4 3L32w PTR	90	12	2,600	12	3 Tube 4'	42	2,600
14	203	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
15	204	2x4 3L32w TR	90	2	2,600	2	3 Tube 4'	42	2,600
16	204A	1x4 2L54w HO T5 ST	117	1	2,600	1	2 Tube 4' T5	50	2,600
17	205	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
18	206	2x4 3L32w PTR	90	12	2,600	12	3 Tube 4'	42	2,600
19	207	2x4 3L32w TR	90	2	2,600	2	3 Tube 4'	42	2,600
20	208	1x4 2L32w ST	60	1	2,600	1	2 Tube 4'	28	2,600
21	209	2x4 3L32w TR	90	2	2,600	2	3 Tube 4'	42	2,600
22	210	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
23	211	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
24	212	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
25	213	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
26	214	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
27	215	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
28	216	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
29	217	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
30	218	1x4 2L32w ST	60	24	2,600	24	2 Tube 4'	28	2,600
31	218	1x4 1L32w ST	30	3	2,600	3	1 Tube 4'	14	2,600
32	218A	2x4 3L32w PTR	90	2	2,600	2	3 Tube 4'	42	2,600
33	219	1x4 1L54w HO T5 ST	59	2	2,600	2	1 Tube 4' T5	25	2,600
34	219	1x3 1L30w HO T5 ST	35	1	2,600	1	LED 3' Strip	10	2,600
35	Stair 3	1x4 2L32w VT	60	3	4,000	3	2 Tube 4'	28	4,000
36	2nd Floor Halls	Round Recessed 2L40 Biax	90	6	4,000	6	LED Biax	33	4,000
37	220	1x4 2L32w ST	60	24	2,600	24	2 Tube 4'	28	2,600
38	222	2x4 3L32w PTR	90	3	2,600	3	3 Tube 4'	42	2,600
39	221	1x4 1L54w HO T5 ST	59	2	2,600	2	1 Tube 4' T5	25	2,600
40	221	1x3 1L30w HO T5 ST	35	1	2,600	1	LED 3' Strip	10	2,600
41	223	1x4 2L32w ST	60	12	2,600	12	2 Tube 4'	28	2,600
42	225	1x4 2L32w ST	60	12	2,600	12	2 Tube 4'	28	2,600
43	224	1x4 2L32w ST	60	24	2,600	24	2 Tube 4'	28	2,600
44	224	1x4 1L32w ST	30	3	2,600	3	1 Tube 4'	14	2,600
45	226	1x4 2L32w ST	60	12	2,600	12	2 Tube 4'	28	2,600
46	226	1x4 1L32w ST	30	3	2,600	3	1 Tube 4'	14	2,600

Fairfield Woods Middle School									
1115 Fairfield Woods Rd.									
Fairfield CT 06825									
Audit Seq.	Location	Existing Fixture Type	Watts/ Fixture Before	Existing Qty	Annual Hours Before	Qty After	Description After	Watts/ Fixture After	Annual Hours After
47	227	1x4 2L32w ST	60	12	2,600	12	2 Tube 4'	28	2,600
48	228	1x4 1L54w HO T5 ST	59	6	2,600	6	1 Tube 4' T5	25	2,600
49	228	RC 2L26w PL 6"	54	5	2,600	5	LED Downlight 6"	8.5	2,600
50	229	1x4 2L54w HO T5 ST	117	1	2,600	1	2 Tube 4' T5	50	2,600
51	230	1x4 1L54w HO T5 ST	59	6	2,600	6	1 Tube 4' T5	25	2,600
52	230	RC 2L26w PL 6"	54	5	2,600	5	LED Downlight 6"	8.5	2,600
53	Stair 4	2x2 2L32w PTR Ubend	60	8	4,000	8	2 Tube with miro ref. 2'	18	4,000
54	2nd Floor Halls	2x2 2L17w PTR	34	11	4,000	11	2 Tube 2'	18	4,000
55	2nd Floor Halls	2x4 3L32w TR	90	23	4,000	23	3 Tube 4'	42	4,000
56	1st Floor Entry Halls	2x2 2L17w TR	34	34	4,000	34	2 Tube 2'	18	4,000
57	Entry Lights	Uplights	295	3	4,000	3	LED Kits	25	4,000
58	1st Floor Halls	2x4 3L32w TR	90	90	4,000	90	3 Tube 4'	42	4,000
59	1st Floor Halls	1x4 2L32w TR	60	2	4,000	2	2 Tube 4'	28	4,000
60	1st Floor Halls	Round Recessed 2L40 Biax	90	6	4,000	6	LED Biax	33	4,000
61	1st Floor Halls	2x2 2L32w PTR Biax	80	18	4,000	18	2 Tube with miro ref. 2'	18	4,000
62	1st Floor Halls (back)	1x4 1L54w HO T5 ST	59	40	4,000	40	1 Tube 4' T5	25	4,000
63	1st Floor Halls (back)	RC 2L26w PL 6"	54	22	4,000	22	LED Downlight 6"	8.5	4,000
64	1st Floor Halls	RC 2L26w PL 8"	54	2	4,000	2	LED Downlight 8"	12	4,000
65	A101	2x4 3L32w TR	90	13	2,600	13	3 Tube 4'	42	2,600
66	A101	2x2 2L17w TR	34	3	2,600	3	2 Tube 2'	18	2,600
67	Pricipal's Office	2x4 3L32w TR	90	4	2,600	4	3 Tube 4'	42	2,600
68	Mail Room	2x2 2L17w TR	34	1	2,600	1	2 Tube 2'	18	2,600
69	IT Room	1x4 2L32w TR	60	1	2,600	1	2 Tube 4'	28	2,600
70	Restroom	1x4 2L32w TR	60	1	4,000	1	2 Tube 4'	28	4,000
71	Conference Room	2x4 3L32w TR	90	4	2,600	4	3 Tube 4'	42	2,600
72	Dean's Office	2x4 3L32w TR	90	4	2,600	4	3 Tube 4'	42	2,600
73	Vice Pricipal's Office	2x4 3L32w TR	90	4	2,600	4	3 Tube 4'	42	2,600
74	ISS	1x4 2L32w TR	60	2	2,600	2	2 Tube 4'	28	2,600
75	A110	2x2 2L17w TR	34	26	2,600	26	2 Tube 2'	18	2,600
76	Closet	1x4 2L32w TR	60	1	1,200	1	2 Tube 4'	28	1,200
77	A112	1x4 2L32w TR	60	18	2,600	18	2 Tube 4'	28	2,600
78	B101	2x4 3L32w TR	90	3	2,600	3	3 Tube 4'	42	2,600
79	B102	2x4 3L32w TR	90	3	2,600	3	3 Tube 4'	42	2,600
80	B103	2x4 3L32w TR	90	3	2,600	3	3 Tube 4'	42	2,600
81	A161A & A159A	2x2 2L32w PTR Biax	80	14	2,600	14	2 Tube with miro ref. 2'	18	2,600
82	A164	1x4 2L32w ST	60	10	2,600	10	2 Tube 4'	28	2,600
83	A164	1x4 2L32w ST Soffit	60	5	2,600	5	2 Tube 4'	28	2,600
84	Computer Storage	1x4 3L32w ST	90	4	1,000	4	3 Tube 4'	42	1,000
85	A162A	1x4 2L32w ST	60	16	2,600	16	2 Tube 4'	28	2,600
86	A162A	1x4 2L32w ST Soffit	60	11	2,600	11	2 Tube 4'	28	2,600
87	A162A Office	2x4 3L32w TR	90	2	2,600	2	3 Tube 4'	42	2,600
88	A155A Library Media	1x4 2L32w ST	60	70	3,200	70	2 Tube 4'	28	3,200
89	A155A Library Media	1x4 1L32w ST	30	19	3,200	19	1 Tube 4'	14	3,200
90	A155A Library Media	1x4 3L32w ST	90	2	3,200	2	3 Tube 4'	42	3,200
91	A158	2x2 2L32w PTR Biax	80	4	2,600	4	2 Tube with miro ref. 2'	18	2,600
92	B105 Nurse	2x4 3L32w PTR	90	6	2,600	6	3 Tube 4'	42	2,600

Fairfield Woods Middle School									
1115 Fairfield Woods Rd.									
Fairfield CT 06825									
Audit Seq.	Location	Existing Fixture Type	Watts/ Fixture Before	Existing Qty	Annual Hours Before	Qty After	Description After	Watts/ Fixture After	Annual Hours After
93	B105 Nurse	2x2 2L32w PTR Biax	80	2	2,600	2	2 Tube with miro ref. 2'	18	2,600
94	B112	2x4 3L32w PTR	90	9	2,600	9	3 Tube 4'	42	2,600
95	B111A	2x4 3L32w TR	90	4	2,600	4	3 Tube 4'	42	2,600
96	B111A	2x2 2L17w TR	34	5	2,600	5	2 Tube 2'	18	2,600
97	B113	2x2 2L17w TR	34	6	2,600	6	2 Tube 2'	18	2,600
98	B115	2x4 3L32w TR	90	3	2,600	3	3 Tube 4'	42	2,600
99	B117	2x4 3L32w TR	90	3	2,600	3	3 Tube 4'	42	2,600
100	B119	2x4 3L32w TR	90	3	2,600	3	3 Tube 4'	42	2,600
101	B121	2x4 3L32w TR	90	3	2,600	3	3 Tube 4'	42	2,600
102	B123	1x4 2L32w TR	60	4	2,600	4	2 Tube 4'	28	2,600
103	B114	2x4 3L32w PTR	90	7	2,600	7	3 Tube 4'	42	2,600
104	B122	1x4 2L32w TR	60	1	2,600	1	2 Tube 4'	28	2,600
105	B126	2x4 3L32w TR	90	2	2,600	2	3 Tube 4'	42	2,600
106	B127	1x4 1L32w ST	30	1	2,600	1	1 Tube 4'	14	2,600
107	B128	2x4 3L32w TR	90	2	2,600	2	3 Tube 4'	42	2,600
108	B130	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
109	B131	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
110	B132	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
111	B133	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
112	B134	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
113	B135	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
114	B136	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
115	B137	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
116	B139	1x4 1L54w HO T5 ST	59	2	2,600	2	1 Tube 4' T5	25	2,600
117	B139	1x3 1L30w HO T5 ST	35	1	2,600	1	LED 3' Strip	10	2,600
118	B138	1x4 2L32w ST	60	24	2,600	24	2 Tube 4'	28	2,600
119	B138	1x4 1L32w ST	30	3	2,600	3	1 Tube 4'	14	2,600
120	B140A	1x4 2L32w ST	60	24	2,600	24	2 Tube 4'	28	2,600
121	B140A	1x4 1L32w ST	30	3	2,600	3	1 Tube 4'	14	2,600
122	B138A	2x4 3L32w TR	90	2	2,600	2	3 Tube 4'	42	2,600
123	B138C	N/A	0	0	2,600	0	N/A		2,600
124	B141	1x4 1L54w HO T5 ST	59	2	2,600	2	1 Tube 4' T5	25	2,600
125	B141	1x3 1L30w HO T5 ST	35	1	2,600	1	LED 3' Strip	10	2,600
126	B142A	2x4 3L32w TR	90	3	2,600	3	3 Tube 4'	42	2,600
127	B143	1x4 2L32w ST	60	12	2,600	12	2 Tube 4'	28	2,600
128	B145	1x4 2L32w ST	60	12	2,600	12	2 Tube 4'	28	2,600
129	B144	1x4 2L32w ST	60	24	2,600	24	2 Tube 4'	28	2,600
130	B144	1x4 1L32w ST	30	3	2,600	3	1 Tube 4'	14	2,600
131	B146	1x4 2L32w ST	60	12	2,600	12	2 Tube 4'	28	2,600
132	B146	1x4 1L32w ST	30	3	2,600	3	1 Tube 4'	14	2,600
133	B147	1x4 2L32w ST	60	12	2,600	12	2 Tube 4'	28	2,600
134	B148	RC 2L26w PL 6"	54	4	2,600	4	LED Downlight 6"	8.5	2,600
135	B148	1x4 1L54w HO T5 ST	59	6	2,600	6	1 Tube 4' T5	25	2,600
136	B146A	1x4 2L32w WR	60	2	2,600	2	2 Tube 4'	28	2,600
137	B150	RC 2L26w PL 6"	54	4	2,600	4	LED Downlight 6"	8.5	2,600
138	B150	1x4 1L54w HO T5 ST	59	6	2,600	6	1 Tube 4' T5	25	2,600

Fairfield Woods Middle School									
1115 Fairfield Woods Rd.									
Fairfield CT 06825									
Audit Seq.	Location	Existing Fixture Type	Watts/ Fixture Before	Existing Qty	Annual Hours Before	Qty After	Description After	Watts/ Fixture After	Annual Hours After
139	B149	1x4 2L54w HO T5 WR	117	1	2,600	1	2 Tube 4' T5	50	2,600
140	B151	1x4 2L54w HO T5 WR	117	1	2,600	1	2 Tube 4' T5	50	2,600
141	B152	1x4 2L54w HO T5 WR	117	1	2,600	1	2 Tube 4' T5	50	2,600
142	B153	1x4 2L54w HO T5 ST	117	2	2,600	2	2 Tube 4' T5	50	2,600
143	B155A & B155B	1x4 2L32w ST	60	12	2,600	12	2 Tube 4'	28	2,600
144	B157B Art	1x4 2L32w ST	60	18	2,600	18	2 Tube 4'	28	2,600
145	B157B	RC 2L26w PL 6"	54	3	2,600	3	LED Downlight 6"	8.5	2,600
146	B158A	2x4 3L32w TR	90	4	2,600	4	3 Tube 4'	42	2,600
147	B156A	2x4 3L32w TR	90	4	2,600	4	3 Tube 4'	42	2,600
148	B159B	1x4 2L32w ST	60	18	2,600	18	2 Tube 4'	28	2,600
149	B159B	RC 2L26w PL 6"	54	3	2,600	3	LED Downlight 6"	8.5	2,600
150	C101A Fitness	1x4 4L54w HO	234	4	2,600	4	4 Tube T5	100	2,600
151	B124 Restroom	1x4 2L32w TR	60	1	4,000	1	2 Tube 4'	28	4,000
152	B124 Team Room	2x4 3L32w TR	90	6	3,500	6	3 Tube 4'	42	3,500
153	C180	2x4 3L32w TR	90	1	2,600	1	3 Tube 4'	42	2,600
154	C179	2x4 3L32w TR	90	1	2,600	1	3 Tube 4'	42	2,600
155	C181	1x4 2L32w TR	60	18	2,600	18	2 Tube 4'	28	2,600
156	C103A Gym	1x4 4L54w HO	234	4	3,500	4	4 Tube T5	100	3,500
157	C178	1x4 1L54w HO T5 ST	59	3	2,600	3	1 Tube 4' T5	25	2,600
158	C178	1x3 1L30w HO T5 ST	35	1	2,600	1	LED 3' Strip	10	2,600
159	C177	1x4 2L32w WR	60	1	2,600	1	2 Tube 4'	28	2,600
160	C176	1x4 1L54w HO T5 ST	59	3	2,600	3	1 Tube 4' T5	25	2,600
161	C176	1x3 1L30w HO T5 ST	35	1	2,600	1	LED 3' Strip	10	2,600
162	C176	RC 2L26w PL 6"	54	3	2,600	3	LED Downlight 6"	8.5	2,600
163	C178	RC 2L26w PL 6"	54	3	2,600	3	LED Downlight 6"	8.5	2,600
164	C170B	1x4 3L32w WR T5	177	28	2,600	28	3 Tube 4' T5	75	2,600
165	C174	2x4 3L32w TR	90	1	2,600	1	3 Tube 4'	42	2,600
166	C175	1x4 2L32w WR	60	1	2,600	1	2 Tube 4'	28	2,600
167	C171A	2x4 3L32w TR	90	26	2,600	26	3 Tube 4'	42	2,600
168	C171A	2x2 2L17w TR	34	2	2,600	2	2 Tube 2'	18	2,600
169	C113	2x4 3L32w TR	90	15	2,600	15	3 Tube 4'	42	2,600
170	C157A Halls	2x4 3L32w TR	90	11	4,000	11	3 Tube 4'	42	4,000
171	C165	1x4 2L32w TR	60	1	2,600	1	2 Tube 4'	28	2,600
172	C164	2x4 3L32w TR	90	6	2,600	6	3 Tube 4'	42	2,600
173	C163	1x4 2L32w TR	60	1	2,600	1	2 Tube 4'	28	2,600
174	C161	1x4 2L32w TR	60	1	2,600	1	2 Tube 4'	28	2,600
175	C159	2x4 2L32w TR	60	2	2,600	2	2 Tube with miro ref. 2'	18	2,600
176	C162	1x4 2L32w ST	60	30	2,600	30	2 Tube 4'	28	2,600
177	C160	1x4 2L32w ST	60	22	2,600	22	2 Tube 4'	28	2,600
178	C160	1x4 3L32w WR	90	2	2,600	2	3 Tube 4'	42	2,600
179	C160 Storage	1x4 2L32w TR	60	4	1,000	4	2 Tube 4'	28	1,000
180	C158	2x4 3L32w TR	90	4	2,600	4	3 Tube 4'	42	2,600
181	C156	1x4 2L32w ST	60	38	2,600	38	2 Tube 4'	28	2,600
182	C156	1x4 2L32w ST	60	6	2,600	6	2 Tube 4'	28	2,600
183	C156B	1x4 2L32w WR	60	1	2,600	1	2 Tube 4'	28	2,600
184	C156C	1x4 2L32w WR	60	1	2,600	1	2 Tube 4'	28	2,600

Fairfield Woods Middle School									
1115 Fairfield Woods Rd.									
Fairfield CT 06825									
Audit Seq.	Location	Existing Fixture Type	Watts/ Fixture Before	Existing Qty	Annual Hours Before	Qty After	Description After	Watts/ Fixture After	Annual Hours After
185	C155	2x4 2L32w TR	60	2	2,600	2	2 Tube with miro ref. 2'	18	2,600
186	C153	1x4 2L32w ST	60	12	2,600	12	2 Tube 4'	28	2,600
187	C154	2x4 3L32w TR	90	2	2,600	2	3 Tube 4'	42	2,600
188	C152	1x4 2L32w ST	60	12	2,600	12	2 Tube 4'	28	2,600
189	C140A	2x4 3L32w TR	90	6	2,600	6	3 Tube 4'	42	2,600
190	C146A	2x4 3L32w TR	90	3	2,600	3	3 Tube 4'	42	2,600
191	C148	1x4 2L32w TR	60	1	2,600	1	2 Tube 4'	28	2,600
192	C142	1x4 3L32w TR	90	6	2,600	6	3 Tube 4'	42	2,600
193	C142	RC 2L26w PL 6"	54	5	2,600	5	LED Downlight 6"	8.5	2,600
194	C144	1x4 3L32w WR	90	1	2,600	1	3 Tube 4'	42	2,600
195	C150A	1x4 2L32w WR	60	13	2,600	13	2 Tube 4'	28	2,600
196	C140	1x4 4L54w HO	234	30	2,600	30	4 Tube T5	100	2,600
197	C140A	1x4 1L32w ST	30	1	2,600	1	1 Tube 4'	14	2,600
198	C141	1x4 3L32w TR	90	7	2,600	7	3 Tube 4'	42	2,600
199	C141	RC 2L26w PL 6"	54	5	2,600	5	LED Downlight 6"	8.5	2,600
200	C141	2x4 3L32w TR	90	3	2,600	3	3 Tube 4'	42	2,600
201	C141	1x4 3L32w TR	90	1	2,600	1	3 Tube 4'	42	2,600
202	C122	1x4 3L32w TR	90	1	2,600	1	3 Tube 4'	42	2,600
203	C120	1x4 3L32w TR	90	5	2,600	5	3 Tube 4'	42	2,600
204	C118	1x4 3L32w TR	90	5	2,600	5	3 Tube 4'	42	2,600
205	C116	2x2 2L32w TR Ubend	60	1	2,600	1	2 Tube with miro ref. 2'	18	2,600
206	C130C	1x4 2L32w ST	60	30	2,600	30	2 Tube 4'	28	2,600
207	C130C	RC 2L26w PL 6"	54	2	2,600	2	LED Downlight 6"	8.5	2,600
208	C130C	1x4 1L54w HO T5 ST	59	15	2,600	15	1 Tube 4' T5	25	2,600
209	C132	2x2 2L32w TR Ubend	60	2	2,600	2	2 Tube with miro ref. 2'	18	2,600
210	C133	2x2 2L32w PTR Biax	80	2	2,600	2	2 Tube with miro ref. 2'	18	2,600
211	Auditorium Entry	RC 2L26w PL 6"	54	27	3,000	27	LED Downlight 6"	8.5	3,000
212	Auditorium Entry	Uplights	295	4	3,000	4	LED Kits	25	3,000
213	C138 Restroom	1x4 1L54w HO T5 ST	59	5	4,000	5	1 Tube 4' T5	25	4,000
214	C137 Restroom	1x4 1L54w HO T5 ST	59	5	4,000	5	1 Tube 4' T5	25	4,000
215	Café	2x4 3L32w PTR	90	38	2,800	38	3 Tube 4'	42	2,800
216	Café	1x4 1L54w HO T5 ST	59	8	2,800	8	1 Tube 4' T5	25	2,800
217	C104D Area	2x4 4L32w TR	120	21	2,600	21	4 Tube 4'	56	2,600
218	C104D Area	N/A	0	14	2,600	14	N/A		2,600
219	C105B	2x4 3L32w TR	90	6	2,600	6	3 Tube 4'	42	2,600
220	C105C	1x4 2L32w TR	60	1	2,600	1	2 Tube 4'	28	2,600
221	C106	2x4 4L32w TR	120	1	2,600	1	4 Tube 4'	56	2,600
222	C109 Locked	1x4 2L32w TR	60	2	2,600	2	2 Tube 4'	28	2,600
223	C110	1x4 2L32w TR	60	3	2,600	3	2 Tube 4'	28	2,600
224	C112	2x4 3L32w PTR	90	9	2,600	9	3 Tube 4'	42	2,600
225	C112	RC 2L26w PL 6"	54	1	2,600	1	LED Downlight 6"	8.5	2,600
226	A153	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
227	A153	2x2 2L32w TR Biax	80	1	2,600	1	New 2x2 TR	30	2,600
228	A154	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
229	A151	1x4 2L32w TR	60	4	2,600	4	2 Tube 4'	28	2,600
230	Across from A151	1x4 2L32w TR	60	4	2,600	4	2 Tube 4'	28	2,600

Fairfield Woods Middle School									
1115 Fairfield Woods Rd.									
Fairfield CT 06825									
Audit Seq.	Location	Existing Fixture Type	Watts/ Fixture Before	Existing Qty	Annual Hours Before	Qty After	Description After	Watts/ Fixture After	Annual Hours After
231	A150	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
232	A148	2x4 3L32w TR	90	15	2,600	15	3 Tube 4'	42	2,600
233	A148	Inc 65w BR40	65	10	2,600	10	LED BR40	12	2,600
234	A144B	2x4 3L32w TR	90	3	2,600	3	3 Tube 4'	42	2,600
235	A149	2x4 3L32w TR	90	1	2,600	1	3 Tube 4'	42	2,600
236	A142	1x4 2L32w TR	60	2	2,600	2	2 Tube 4'	28	2,600
237	A147	2x4 3L32w TR	90	3	2,600	3	3 Tube 4'	42	2,600
238	A145	2x4 3L32w TR	90	1	2,600	1	3 Tube 4'	42	2,600
239	A143	2x2 2L32w TR Biax	80	3	2,600	3	2 Tube with miro ref. 2'	18	2,600
240	A140	2x4 3L32w TR	90	15	2,600	15	3 Tube 4'	42	2,600
241	A141	2x2 2L32w TR Biax	80	1	2,600	1	2 Tube with miro ref. 2'	18	2,600
242	A114	2x4 3L32w TR	90	2	2,600	2	3 Tube 4'	42	2,600
243	A115	2x4 3L32w TR	90	2	2,600	2	3 Tube 4'	42	2,600
244	A116	2x4 3L32w TR	90	1	2,600	1	3 Tube 4'	42	2,600
245	A117	2x4 3L32w TR	90	2	2,600	2	3 Tube 4'	42	2,600
246	A118	1x4 2L32w TR	60	2	2,600	2	2 Tube 4'	28	2,600
247	A120	1x4 2L32w TR	60	1	2,600	1	2 Tube 4'	28	2,600
248	A121	2x4 3L32w TR	90	9	2,600	9	3 Tube 4'	42	2,600
249	A122	2x4 3L32w TR	90	2	2,600	2	3 Tube 4'	42	2,600
250	A119	1x4 2L32w WR	60	1	2,600	1	2 Tube 4'	28	2,600
251	A124	2x4 3L32w TR	90	9	2,600	9	3 Tube 4'	42	2,600
252	A123	2x4 3L32w TR	90	9	2,600	9	3 Tube 4'	42	2,600
253	A126	2x4 3L32w TR	90	9	2,600	9	3 Tube 4'	42	2,600
254	A125	2x4 3L32w TR	90	9	2,600	9	3 Tube 4'	42	2,600
255	A128	2x4 3L32w TR	90	9	2,600	9	3 Tube 4'	42	2,600
256	A127	2x4 3L32w TR	90	9	2,600	9	3 Tube 4'	42	2,600
257	A130	2x4 3L32w TR	90	9	2,600	9	3 Tube 4'	42	2,600
258	A129	2x4 3L32w TR	90	9	2,600	9	3 Tube 4'	42	2,600
259	A131	1x4 2L32w ST	60	18	2,600	18	2 Tube 4'	28	2,600
260	A132	1x4 2L32w ST	60	10	2,600	10	2 Tube 4'	28	2,600
261	A133	1x4 2L32w ST	60	9	2,600	9	2 Tube 4'	28	2,600
262	A134	1x4 2L32w ST	60	20	2,600	20	2 Tube 4'	28	2,600
263	A134	RC 2L26w PL 6"	54	2	2,600	2	LED Downlight 6"	8.5	2,600
264	Halls	1x4 2L32w TR	60	3	4,000	3	2 Tube 4'	28	4,000
265	Halls	2x4 3L32w TR	90	36	4,000	36	3 Tube 4'	42	4,000
266	Halls	2x2 2L32w TR Biax	80	6	4,000	6	New 2x2 TR	30	4,000
267	Area of Refuse	1x4 2L32w WR	60	3	4,000	3	2 Tube 4'	28	4,000
268	Lower Level - 001	2x4 3L32w TR	90	21	2,600	21	3 Tube 4'	42	2,600
269	001	1x4 2L32w TR	60	2	2,600	2	2 Tube 4'	28	2,600
270	002	2x4 3L32w TR	90	6	2,600	6	3 Tube 4'	42	2,600
271	003	2x4 3L32w TR	90	12	2,600	12	3 Tube 4'	42	2,600
272	004A	1x4 2L32w WR	60	12	2,600	12	2 Tube 4'	28	2,600
273	005	1x4 2L32w WR	60	3	2,600	3	2 Tube 4'	28	2,600
274	006	1x4 2L32w ST	60	20	2,600	20	2 Tube 4'	28	2,600
275	LL Halls	2x4 3L32w TR	90	4	4,000	4	3 Tube 4'	42	4,000
276	Exterior:	RC 2L26w PL 6"	54	6	4,000	6	LED Downlight 6"	8.5	4,000

Fairfield Woods Middle School									
1115 Fairfield Woods Rd.									
Fairfield CT 06825									
Audit Seq.	Location	Existing Fixture Type	Watts/ Fixture Before	Existing Qty	Annual Hours Before	Qty After	Description After	Watts/ Fixture After	Annual Hours After
277	Canopies	Canopies	54	12	4,000	12	Screw In Kit	12	4,000
278	C151	1x4 1L32w ST	30	2	1,500	2	1 Tube 4'	14	1,500
279	Courtyard 1	150w Wallpacks	175	2	4,000	2	LED Wallpack	40	4,000
280	Courtyard 2	150w Wallpacks	175	6	4,000	6	LED Wallpack	40	4,000
281	Front Entry	RC 2L26w PL 6"	54	3	4,000	3	LED Downlight 6"	8.5	4,000
282	Front Entry	RC 2L26w PL 8"	54	2	4,000	2	LED Downlight 8"	12	4,000
283	Entry 25	RC 2L26w PL 6"	54	2	4,000	2	LED Downlight 6"	8.5	4,000
284	Entry 28	RC 2L26w PL 6"	54	2	4,000	2	LED Downlight 6"	8.5	4,000
285	Entry 27	1x4 2L32w TR	60	4	4,000	4	2 Tube 4'	28	4,000
286	Entry 29	1x4 2L54w HO T5	117	1	4,000	1	2 Tube 4' T5	50	4,000

ELFM-9RAC, ELM-13RAC, ELM-19RAC

LED Round Flushmount Fixtures



Dimmable

Energetic Lighting's ELM series of LED round flushmount fixtures are designed to emulate the look and feel of traditional circline fluorescent tube flushmount fixtures, but operate at a significantly lower wattage. Fixtures are available in three diameter options, 9", 13", and 19", making the choice easy for any type of application. Installation is quick and simple when mounting into standard ceiling junction boxes, and may be installed on circuits with standard wall dimmers. Constructed with a durable steel housing body and LED lifetime rating of at least 50,000 hours, this rugged flushmount is designed for many years of reliable operation.

Features

- No UV or IR radiation
- Minimalistic and efficient design
- Mercury-free construction
- Suitable for Damp Location use
- Easy and secure installation
- Dimmable

Applications

- Architectural decor
- Overhead task lighting
- Ambient room lighting
- General lighting



Please visit www.energeticlighting.com for Lighting Facts label, dimmer compatibility models, and other up-to-date information. Other color temperatures may be available by special request.

Specifications

General	Model:	ELFM-9RAC	ELFM-13RAC	ELFM-19RAC
	Lumen Output:	900 lm	1300 lm	2000 lm
	Luminous Efficacy:	69 lm/W	72 lm/W	63 lm/W
	Beam Angle:	110°	110°	110°
Electrical	Input Power:	13 W	18 W	32 W
	Input Voltage:	120 Vac	120 Vac	120 Vac
	Power Factor:	≥95%	≥95%	≥95%
	THD:	<20%	<20%	<20%
Color	CCT:	4000 K	4000 K	4000 K
	CRI:	≥80	≥80	≥80
Operational	Lifetime:	50000 hours	50000 hours	50000 hours
	Warranty:	5 Years	5 Years	5 Years
	Dimmable:	Dimmable to 10%	Dimmable to 10%	Dimmable to 10%
	Operating Temp:	-20°C to 50°C	-20°C to 50°C	-20°C to 50°C
	Environment:	Damp Rated	Damp Rated	Damp Rated
	Weight:	0.8 lbs	1.25 lbs	3.3 lbs
	Energy Star:	Yes	Yes	Yes
	Dimensions:	10.1-in (D) x 3.5-in (H)	12.5-in (D) x 3.5-in (H)	19.0-in (D) x 4.5-in (H)

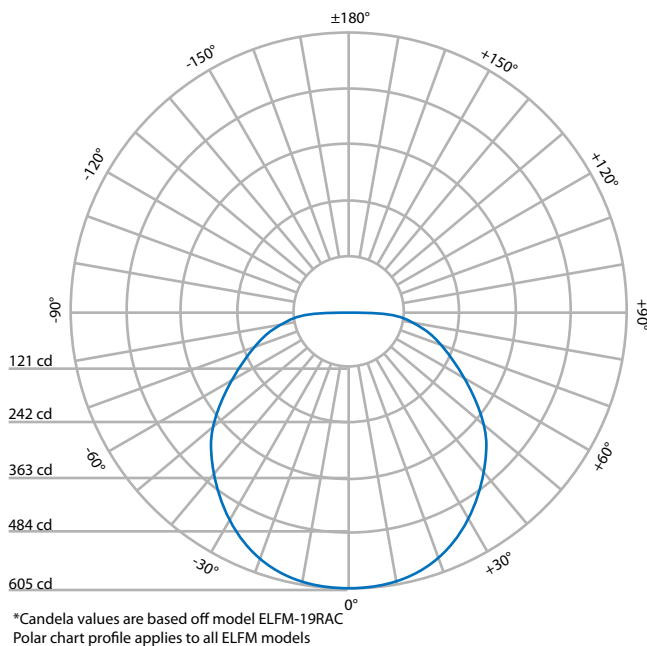
ELFM-9RAC, ELMF-13RAC, ELMF-19RAC

LED Round Flushmount Fixtures



Photometric Data

Polar Distribution Chart
(units in Candela - cd)



Illuminance Data

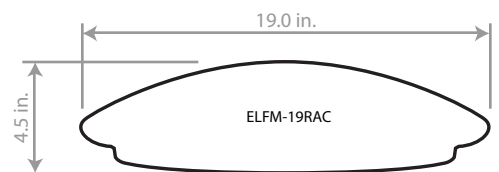
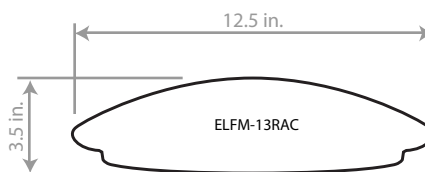
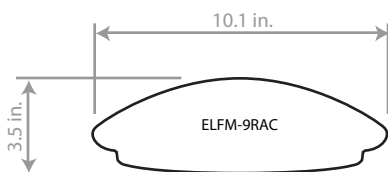
Beam angle: 110°

Illumination Eavg, Emax	Diameter	Distance
20.33 fc (219 lux)	4.69 ft (71.41 cm)	1.64 ft (.5 m)
5.08 fc (55 lux)	9.37 ft (142.81 cm)	3.28 ft (1.0 m)
2.26 fc (24 lux)	14.06 ft (214.22 cm)	4.92 ft (1.5 m)
1.27 fc (14 lux)	18.74 ft (285.63 cm)	6.56 ft (2.0 m)
.81 fc (9 lux)	23.43 ft (357.04 cm)	8.20 ft (2.5 m)

Zonal Lumen Summary

Zone	Lumens	%Total
0-20	221.65	10.5%
0-30	473.05	22.4%
0-40	779.72	36.9%
0-60	1402.39	66.3%
0-90	1936.67	91.6%
Total	2114.33	100.0%

Dimensions



BR30 15W DIM. TITANIUM LED SERIES 2.0



PRO



15W REPLACES



**85W
Inc.**

80% Energy Savings

\$214 Savings
per lamp*

- ⌚ Perfect incandescent or CFL retrofit
- ⌚ Very high efficacy 60 LPW
- ⌚ Smooth dimming with existing dimmers
- ⌚ Comfortable diffused light
- ⌚ Warm White color temperature
- ⌚ Long lifetime 40,000 hrs

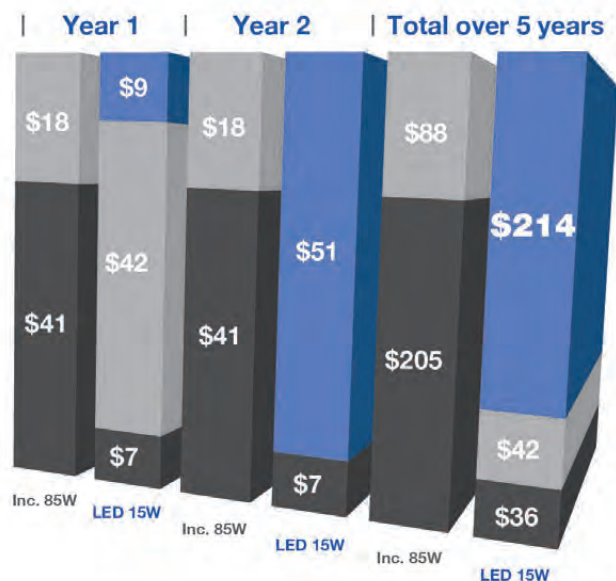


LM 79

LM 80



RETURN ON INVESTMENT



The initial investment of changing a 85W incandescent BR30 lamp to a 15W GREEN CREATIVE lighting solution will take less than 10 months to recover from electricity cost savings.

Following the payback period, the lamp will save \$51 annually throughout the lifetime of the product. Over a 5 year period, each replaced lamp will save \$214 in lighting costs and 1533kW of electricity, equivalent to 1.1 metric tons of CO₂ or 27 trees*.

The monthly cost of waiting before changing to GREEN CREATIVE energy efficient lighting solution is \$4.27 per lamp.

Furthermore, GREEN CREATIVE lamps are maintenance free with a 40,000 hours lifetime providing additional savings not taken into account in this model.

*Model assumes Price of Electricity is \$0.11 / kWh (energy costs vary depending on region), Lamp Usage is 12 hours / day (4,380 hours / year), Price of 85W incandescent is \$4 with lifetime of 1000 hours. GREEN CREATIVE 15W price is \$42 with 40,000 hours lifetime. The CO₂ emission and tree equivalence based on E.P.A (Energy Protection Agency) website.

Lighting facts Per Bulb, Brightness 900, 850 lumens

Estimated Yearly Energy Cost \$1.81

(Based on 3 hrs/day, 11 ¢/kWh. Cost depends on rates and use)

Life 36.5 years (Based on 3 hrs/day), Energy Used 15 watts

Light Appearance 3000K, 2700K

\$ Electricity Cost* \$ Lamp Cost* \$ Savings*

BR30 15W DIM. TITANIUM LED SERIES 2.0



APPLICATIONS

Recessed Lighting



Accent / Display Lighting



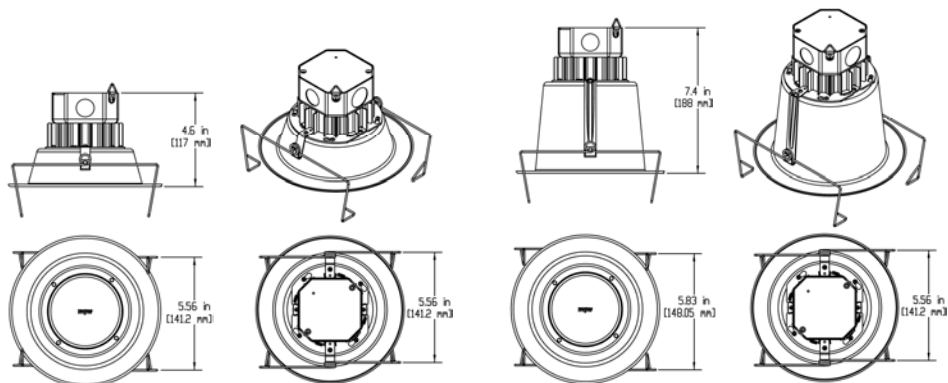
Track Lighting



SPECIFICATIONS

Product Model	95327 01-702-D/830	95282 01-702-D/827
Nominal Desc.	15BR30/TIT/DIM/830	15BR30/TIT/DIM/827
Type	BR30	BR30
Base	Medium E26	Medium E26
Power (W)	15	15
Voltage - Frequency	120V 60Hz	120V 60Hz
Color Temp. (ANSI)	Warm White 3000K	Warm White 2700K
CRI (Ra)	80	80
Typical lumens (lm)	900	850
Efficacy (LPW)	60	57
Dimmable	Yes*	Yes*
Power Factor	0.7	0.7
Rated Lifetime - L70 (hrs.)	40,000	40,000
Weight (lb./g)	0.81 lb. / 366g	0.81 lb. / 366g

* Dimmable with most dimmer switch. List of tested dimmer switch available on our website



DL1e-TC

DL1e-DC

DL1e-xC-120/277V

TC Trim - 100 degree beam
DC Trim - 60 degree beam
Junction Box
IC Rated

Line Voltage

☒ 120Vac or 277Vac self-declared
10, 8, or 6 watts factory set
0-10V dimming (optional)

50,000 hour rated life

5-Year Warranty

Suitable for Dry or Damp Location

*When ordering for damp location, request the lens to be sealed.

Operating Temperatures: -40°F to 122°F
-40°C to 50°C

White	CCT	CRI	Wattage	Lumen Output	Lumens /Watt	Power Factor
DL1e-TC						
Soft	2700K	81	10 / 8 / 6	960 / 800 / 600	96 / 100 / 103	98%
Warm	3000K	82	10 / 8 / 6	1020 / 850 / 650	102 / 107 / 109	98%
Neutral	3500K	83	10 / 8 / 6	1090 / 900 / 700	109 / 115 / 118	98%
Cool	4000K	82	10 / 8 / 6	1100 / 910 / 710	110 / 116 / 119	98%
DL1e-DC						
Soft	2700K	81	10 / 8 / 6	820 / 680 / 520	82 / 85 / 87	98%
Warm	3000K	82	10 / 8 / 6	860 / 730 / 550	86 / 90 / 92	98%
Neutral	3500K	83	10 / 8 / 6	930 / 770 / 580	93 / 98 / 100	98%
Cool	4000K	82	10 / 8 / 6	940 / 780 / 590	94 / 99 / 101	98%

Mounting:

Fits in 5", 6", 8" and 9"
Ceiling hole, Recessed IC or Non-IC housing

Application:

Commercial or Residential
New or Retrofitting

Weight: 1.25 lb

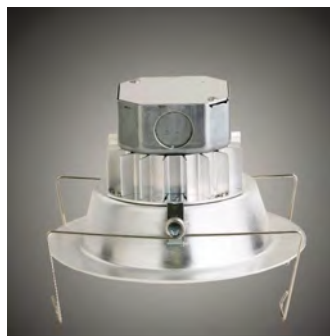
Performance:

The **DL1e-xC-120/277V Down Light** is powered by a **MCOB** (Multi-Chip-On-Board) light engine. enLux's proprietary thermal management enables the LED emitter to operate at the lowest possible junction temperature which ensures long life and excellent efficacy. A unique **Osram Duris E5** LED emitter is employed for the production of the engine.

The **enLux DL1e-xC-120/277V Down Light** aluminum housing is finished in an ultra-durable top coat, safe, cool-to-the-touch, 100% recyclable (no mercury or hazardous materials)**.

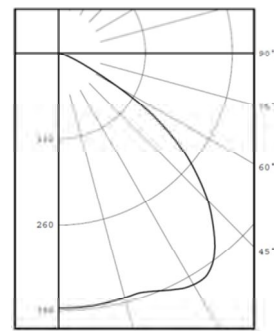
** California Title 22 compliant





DL1e-TC Photometry

0 ft	Illuminances Distribution Ratio					
3 ft				0.027	0.410	1.000
6 ft		0.007	0.030	0.103	0.207	0.250
9 ft	0.008	0.021	0.046	0.079	0.099	0.111
12 ft	0.015	0.026	0.040	0.052	0.057	0.063
15 ft	0.016	0.024	0.031	0.035	0.037	0.040
	15 ft	12 ft	9 ft	6 ft	3 ft	CL

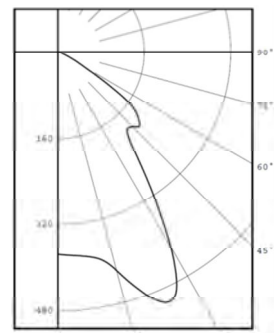


Candle Power Distribution



DL1e-DC Photometry

0 ft	Illuminances Distribution Ratio					
3 ft				0.268	1.000	
6 ft				0.067	0.231	0.250
9 ft			0.030	0.076	0.122	0.111
12 ft		0.017	0.033	0.058	0.069	0.063
15 ft	0.011	0.019	0.031	0.042	0.043	0.040
	15 ft	12 ft	9 ft	6 ft	3 ft	CL



Candle Power Distribution

Aluminum surface
with Trim color:



Chrome



Aged Copper



Clear Anodized



Black Anodized



Clear Anodized
w/White Trim



Chrome w/White
Trim

Throw Distance (feet)

CCT - White	P/N	Total Lumen	3	6	9	12	15
2700K - Soft	561002/4/7	1000	397	99	44.1	24.8	15.9
3000K - Warm	562002/4/7	1050	417	104	46.3	26.1	16.7
3500K - Neutral	563002/4/7	1150	457	114	50.8	28.6	18.3
4000K - Cool	564002/4/7	1160	461	115	51.2	28.8	18.4

Throw Distance (feet)

CCT - White	P/N	Total Lumen	3	6	9	12	15
2700K - Soft	561003/6	860	505	126	56.1	31.6	20.2
3000K - Warm	562003/6	920	535	134	59.4	33.4	21.4
3500K - Neutral	563003/6	980	575	144	63.9	35.9	23.0
4000K - Cool	564003/6	990	581	145	64.6	36.3	23.2

10 Watts Performance

Unit in Lux: 1 lux = 0.0929 foot candle

Product code	White CCT	Connection	Voltage	Trim Type	Trim Color
5	08 2200K 10 2600K 61 2700K Soft White 62 3000K Warm White 63 3500K Neutral White 64 4000K Cool White 66 4500K 65 5000K Daylight	0 Junction Box	0 120/277V Self-declared	2 Tapered Cone - for 6" Can or Ceiling Hole 3 Deep Cell - for 6" Can or Ceiling Hole 4 Tapered Cone - for 8" Can or Ceiling Hole 5 Tapered Cone - for 9" Can or Ceiling Hole 6 Deep Cell - for 8" Can or Ceiling Hole 7 Tapered Cone - for 5" Can or Ceiling Hole	WF White (flat paint) BF Black (flat paint) CA Clear Anodized BA Black Anodized CR Chrome AC Aged Copper CW Chrome with White Trim Ring AW Clear Anodized with White Trim Ring

Examples

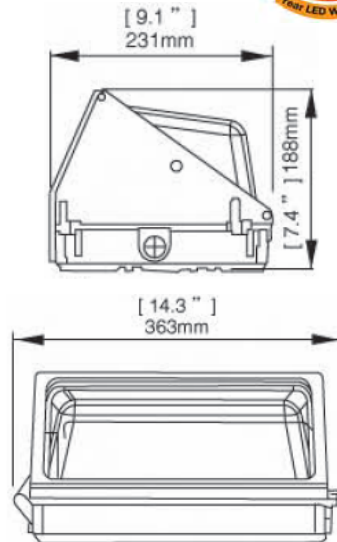
561002-WF	DL1e Down Light	2700K (Soft White)	6" Tapered Cone White Trim
564006-CR	DL1e Down Light	4000K (Cool White)	8" Deep Cone Chrome Trim





Your Pro&Reliable Outdoor Lighting Solver!

40W LED Wall Pack (HLF-150HSW-L)



DLC

40W LED Wall Pack Technical Data

LED Light Engine

High quality CREE Chips, 40W output, UL listed
long-life LED drivers constant current 700mA, 100-277VAC, 50-60HZ.

Housing

Die-cast aluminum housing with anti-static powder painting

Mounting

Standard wall mounted

Gaskets

High-temperature silicone to assure IP 54, suitable for outdoor wet locations

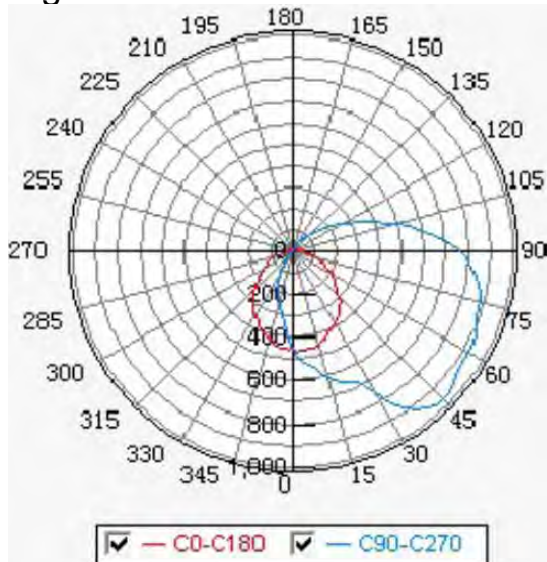
Eco-friend Technology

Holly Lite LED products are Mercury and UV free

40W LED Wall Pack Lighting Facts

Wattage	CRI	CCT	Luminaire Efficiency	Power Factor	THD	IP Rate
40W	70	5300K	73 lm/W	0.98	<15%	IP 54

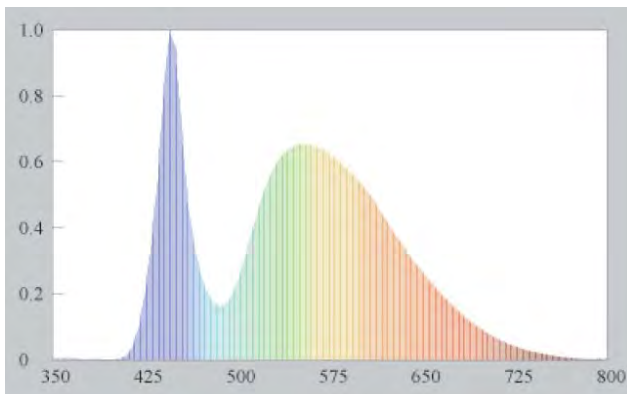
Light Distribution Curve



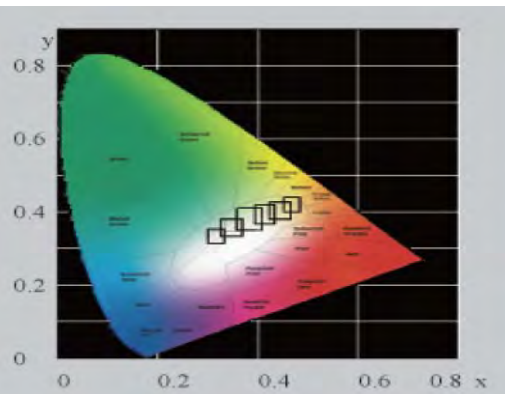
Lamps Circular Ring-shaped Flux

$\nu / I (cd) \backslash C (^{\circ})$	0	45	90	135	180	225	270	315	ν Range	Φ Ring (lm)	Φ Total (lm)
5	461	485	507	482	453	375	375	385	0-5	10.56	10.56
10	458	519	548	509	441	314	295	329	5-10	31.04	41.60
15	448	553	604	536	424	261	239	275	10-15	50.04	91.64
20	431	587	648	560	400	219	195	234	15-20	68.10	159.74
25	409	607	673	575	370	180	154	197	20-25	84.24	243.98
30	387	621	760	580	341	144	112	163	25-30	98.57	342.55
35	363	663	885	595	309	110	70.7	129	30-35	114.22	456.77
40	331	709	945	631	278	80.4	43.9	99.9	35-40	129.93	586.70
45	292	726	975	636	241	53.6	34.1	75.5	40-45	142.18	728.88
50	256	731	960	634	210	39.0	21.9	56.0	45-50	150.11	878.99
55	227	719	933	616	183	29.2	17.1	39.0	50-55	154.27	1033.26
60	207	697	933	590	158	24.4	12.2	29.2	55-60	155.97	1189.23
65	178	668	919	560	132	14.6	7.31	19.5	60-65	156.06	1345.29
70	141	638	889	529	97.5	4.87	0.00	9.75	65-70	153.29	1498.58
75	110	609	882	492	63.4	0.00	0.00	2.44	70-75	148.78	1647.36
80	73.1	578	855	461	39.0	0.00	0.00	2.44	75-80	143.14	1790.50
85	43.9	539	819	424	24.4	0.00	0.00	0.00	80-85	135.14	1925.64
90	24.4	487	760	378	19.5	0.00	0.00	0.00	85-90	124.12	2049.76
95	19.5	424	677	327	19.5	0.00	0.00	0.00	90-95	109.92	2159.68
100	19.5	363	585	280	17.1	0.00	0.00	0.00	95-100	93.98	2253.66
105	17.1	305	492	236	17.1	0.00	0.00	0.00	100-105	78.18	2331.84
110	17.1	253	404	193	14.6	0.00	0.00	0.00	105-110	63.18	2395.02
115	14.6	202	327	151	12.2	0.00	0.00	0.00	110-115	49.64	2444.66
120	12.2	156	249	117	9.75	0.00	0.00	0.00	115-120	37.42	2482.08
125	9.75	117	188	90.2	7.31	0.00	0.00	0.00	120-125	27.22	2509.30
130	4.87	90.2	144	68.2	2.44	0.00	0.00	0.00	125-130	19.38	2528.68
135	2.44	68.2	102	51.2	0.00	0.00	0.00	0.00	130-135	13.36	2542.04
140	0.00	53.6	80.4	41.4	0.00	0.00	0.00	0.00	135-140	9.07	2551.11
145	0.00	43.9	65.8	31.7	0.00	0.00	0.00	0.00	140-145	6.24	2557.35
150	0.00	29.2	56.0	17.1	0.00	0.00	0.00	0.00	145-150	4.31	2561.66
155	0.00	7.31	7.31	2.44	0.00	0.00	0.00	0.00	150-155	2.12	2563.78
160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	155-160	0.30	2564.08
165	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	160-165	0.00	2564.08
170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	165-170	0.00	2564.08
175	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	170-175	0.00	2564.08
180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175-180	0.00	2564.08

Spectral Distribution



CIE1931 Chromaticity Diagram



Cleaning & Maintenance:

Caution: Be sure fixture temperature is cool enough to touch.

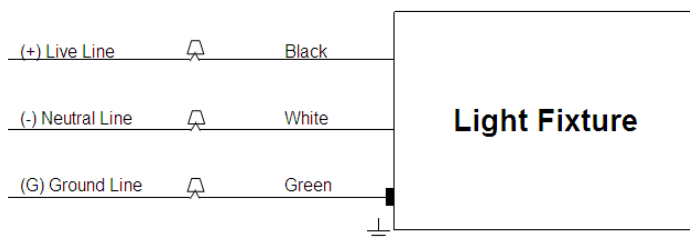
Do not clean or maintain while fixture is energized.

1. Clean glass lens with non-abrasive glass cleaning solution.
2. Do not open the fixture to clean the LED. Do not touch the LED.

Wiring Instruction

Universal Voltage LED driver permits operation at 100V to 277VAC, 50 or 60Hz.

1. Connect the BLACK fixture wire to the (+) Live Line supply wire.
2. Connect the WHITE fixture wire to the (+) Neutral Line supply wire.
3. Connect the GREEN fixture wire to the (+) Ground Line supply ground.



WARNING

THIS PRODUCT MUST BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE INSTALLATION CODE BY A PERSON FAMILIAR WITH THE CONSTRUCTION AND OPERATION OF THE PRODUCT AND THE HAZARDS INVOLVED

LUMEGEN LED FLAT PANEL

LG-PL25W-22DU-40K
LG-PL25W-22DU-50K

PROJECT:

PREPARED BY:

DATE:

NOTES:



PRODUCT DESCRIPTION

This dimmable 25W LED flat panel from LumeGen is a modern lighting solution for replacing fluorescent tube lights. Designed for drop-in ceiling installation or suspension mount. Panel is 2ft by 2ft. Ideal for use in offices, schools, universities, conference rooms, libraries and medical facilities.

- High luminous efficacy of 125 lm/W and L70 rated lifetime of 50,000 hours.

FEATURES

- Dimmable
- External Driver
- LM80 Tested
- IES Files available
- Maintenance-free
- No Mercury Used

CONSTRUCTION AND FINISH

Constructed with heavy duty powder coated white aluminum frame and a polystyrene diffuser plate. Flat panel is equipped with a frosted lens to minimize glare and maximize brightness.

APPROVALS/RATINGS

- LM80 Testing Report
- SMD4114 Testing Data available upon request
- IES Testing Report
- DLC Listed
- ETL Listed

LIFESPAN & WARRANTY

5-year warranty and 50,000 guaranteed life hours.

INSTALLATION

Can be surface mounted, installed in drop ceilings, or hung by suspension mount.

LUMEGEN LED FLAT PANEL

LG-PL25W-22DU-40K
LG-PL25W-22DU-50K

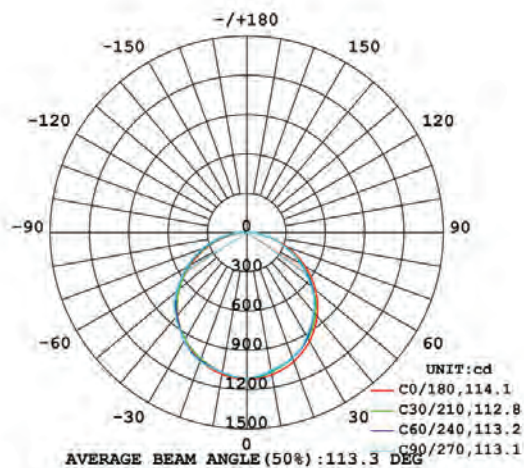
ACCESSORIES

This luminaire is compatible with any LumeGen motion/daylight sensors found in the Flat Panel/Troffer Accessories section of Lightup.com.

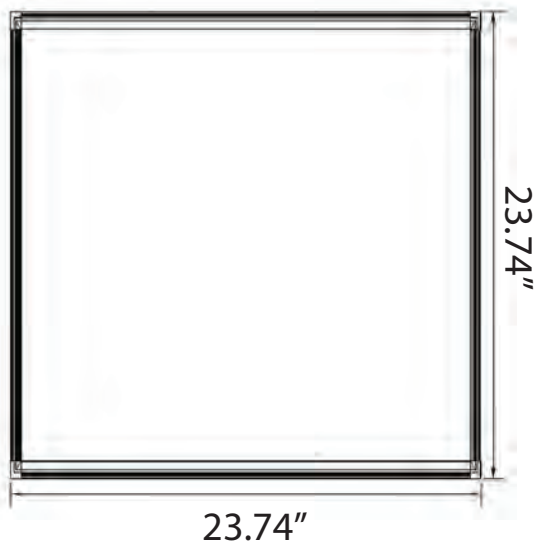
Ordering Code: LEDLFPN1000044053-4000K | LEDLFPN1000044053-5000K

Model	Wattage	Color Temp	Lumens	Lumens per Watt	Input Voltage	CRI	Power Factor	Life Hours	Weight
LG-PL25W-22DU-40K	25	4000K	3125	125	AC100-277V	80	>.9	50,000	10 Lbs.
LG-PL25W-22DU-50K	25	5000K	3125	125	AC100-277V	80	>.9	50,000	10 Lbs.

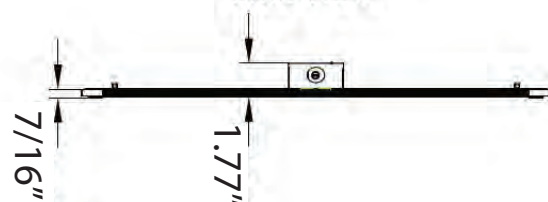
LUMINOUS INTENSITY DISTRIBUTION DIAGRAM



front view



side view



Bypass Series

T8 Series

Linear LED Tube



Product Description

This Bypass LED T8 Lamps have been designed and engineered for demanding commercial applications. The lamp's coated glass diffusing tube and compact light engine produce 325° of evenly diffused light. The micro-designed driver allows for a smaller end cap and end-to-end lighting with no dark spots. This UL listed tube requires bypassing the ballast during installation and runs directly off line voltage to eliminate compatibility problems, incidental power loss, lifetime issues, and maintenance costs associated with ballasts.

Tube Features

- Simple rewiring installtion allows lamps to run off mains voltage
- Wide beam design - 325° light emitting area
- Exceptional efficacy - 128 LPW at system level (full system - frosted)*
- DLC 4.0 standard listed **
- 5 years Warranty



Product Model

Product	Lamp Power (W)	Luminous (lm)	CCT (K)	CRI	Lifetime (hrs)	Dimension (mm)	Beam Angle(°)
T8L-IDFH11-1800 -4ft-CDA-10	14	1800	4000	80	50,000	26x1200	325
T8L-IDFH11-2200-4ft-CDA-10	17	2200	4000	80	50,000	26x1200	325

**Regular Meeting Minutes
Fairfield BoE, June 25, 2019**

NOTICE: This meeting was not recorded.

Voting Summary

Call to order of the Regular Meeting of the Board of Education and Roll Call

Chairman Christine Vitale called the Regular meeting to order at 7:34 PM. Present were members Trisha Pytko, Jennifer Leeper, Philip Dwyer, Jessica Gerber, Christine Vitale, Nick Aysseh, Jennifer Jacobsen, Jennifer Maxon-Kennelly and Jeff Peterson. Others present were Chief Academic Officer Mike Cummings, members of the central office leadership team, and approximately 10 members of the public.

Old Business

Approval of ECC Timeline

Mr. Dwyer moved/Mrs. Gerber seconded the recommended motion “that the Board of Education approve the ECC Site Timeline as presented at the May 7 Board of Education meeting. Per the timeline, the ECC will be located at ECC Warde and Stratfield for the 2019-2020 school year; North Stratfield, Holland Hill and Stratfield for the 2020-2021 school year, and Holland Hill and North Stratfield for the 2021-2022 school year.”

Mr. Aysseh moved/Mrs. Maxon-Kennelly seconded to amend the motion to read:

“That the FPS ECC will remain at Fairfield Warde and Stratfield campuses through the 2020-2021 school year with a future elementary school(s) coming online to handle increased enrollment and/or to phase out the Stratfield campus in the future.”

Amendment passed 9-0.

Main motion as amended passed 9-0.

Approval of Charge to Milone and MacBroom

Mrs. Gerber moved/Mrs. Maxon-Kennelly seconded the recommended motion “that the Board of Education approve the Charge to Milone and MacBroom.”

Amendment #1

Ms. Pytko moved/Mr. Dwyer seconded to amend the Charge as follows:

Amend #2 to read “Consider impact of three possible scenarios:

- 1) Repurposing an elementary school or other facility
- 2) Using Warde ECC and one elementary school
- 3) Vacating Warde ECC and using two elementary schools – Holland Hill and North Stratfield”

Amendment to Amendment #1

Mrs. Maxon-Kennelly moved/Mrs. Jacobsen seconded to amend the amendment to the Charge as follows:

Amend #2 to read “Consider impact of four possible scenarios for the ECC:

- 1) Repurposing an elementary school or other facility

- 2) Using Warde ECC and one elementary school
- 3) Vacating Warde ECC and using two elementary schools – Holland Hill and North Stratfield
- 4) **Using Warde ECC and two elementary schools – Holland Hill and North Stratfield**

Amendment to amendment #1 passed 8-1 (Ms. Pytko, Ms. Leeper, Mr. Dwyer, Mrs. Gerber, Mrs. Vitale, Mr. Aysseh, Mrs. Maxon-Kennelly, Mr. Peterson in favor; Mrs. Jacobsen against).

Amendment #1 as amended passed 8-1 (Ms. Pytko, Ms. Leeper, Mr. Dwyer, Mrs. Gerber, Mrs. Vitale, Mr. Aysseh, Mrs. Maxon-Kennelly, Mr. Peterson in favor; Mrs. Jacobsen against).

Amendment #2

Mrs. Maxon-Kennelly moved/Mr. Dwyer seconded to amend the charge as follows:

Amend the first sentence in #1 to read “Target 90% operational utilization rate for elementary schools and 85% operational utilization at secondary schools, **including possibly reconsidering secondary school feeder plans.**” Motion passed 7-2 (Ms. Pytko, Ms. Leeper, Mr. Dwyer, Mrs. Vitale, Mr. Aysseh, Mrs. Maxon-Kennelly, Mr. Peterson in favor; Mrs. Gerber, Mrs. Jacobsen against).

Amendment #3

Ms. Leeper moved/Mrs. Jacobsen seconded to amend the charge as follows:

Amend the final sentence in the charge to read “Existing Redistricting Guiding Principles, ~~and~~ Facilities Planning Principles, **and the 2010 MS Feeder Pattern Criteria** should be considered and aspired to in developing redistricting models.” Motion failed 2-7 (Ms. Leeper, Mrs. Jacobsen in favor; Ms. Pytko, Mr. Dwyer, Mrs. Gerber, Mrs. Vitale, Mr. Aysseh, Mrs. Maxon-Kennelly, Mr. Peterson against).

Amendment #4

Mrs. Jacobsen moved/Mrs. Gerber seconded to amend the Charge as follows:

Add at the end of the Charge:

“4. Provide updated 10-year enrollment projections and school utilizations.” Motion passed 9-0.

The Main Motion as amended passed 7-2 (Ms. Pytko, Ms. Leeper, Mr. Dwyer, Mrs. Vitale, Mr. Aysseh, Mrs. Maxon-Kennelly, Mr. Peterson in favor; Mrs. Gerber, Mrs. Jacobsen against).

Adoption of Policy 6154, Instruction/Homework

Mrs. Gerber moved/Mrs. Maxon-Kennelly seconded the recommended motion “that the Board of Education adopt Policy 6154, Instruction/Homework.” Motion passed 9-0.

New Business

Financial Report and Approval of Budget Transfers for the 2018-2019 School Year

Mr. Aysseh moved/Mrs. Gerber seconded the recommended motion “that the Board of Education approve the line item transfers for the 2018-2019 fiscal year as detailed in the enclosed Financial Statement.” Motion passed 9-0.

Approval of the CSDE Authorized Signature Change Form for the Bureau of Health/Nutrition, Family

Services and Adult Education

Mrs. Gerber moved/Mr. Dwyer seconded the recommended motion “that the Board of Education approve the Signature Change Form for the Bureau of Health/Nutrition, Family Services and Adult Education per the enclosure.” Motion passed 9-0.

Approval of Minutes

Mrs. Gerber moved/Ms. Pytko seconded the recommended motion “that the Board of Education approve the June 11, 2019 *Regular Minutes*.” Motion passed 9-0

Adjournment

Mr. Aysseh moved/Mrs. Jacobsen seconded the recommended motion “that this Regular Meeting of the Board of Education adjourn.” Motion passed 9-0. Meeting adjourned at 10:35PM.

Detailed Minutes

Public Comment

Frank Sahagian, FPS Teacher and Resident: Thanked the Board for the changes to the Homework Policy. On the issue of redistricting and feeder patterns, asked that specific direction be given to Milone and MacBroom.

Old Business

Approval of ECC Site Timeline

Mr. Dwyer moved, Mrs. Gerber seconded that the Board of Education approve the ECC Site Timeline as presented at the May 7 Board of Education meeting. Per the timeline, the ECC will be located at ECC Warde and Stratfield for the 2019-2020 school year; North Stratfield, Holland Hill and Stratfield for the 2020-2021 school year, and Holland Hill and North Stratfield for the 2021-2022 school year.

Mr. Dwyer said the Board has been addressing facility issues all year long but understands that some may have been caught off guard. There are many capital issues, and each has an impact on the next; at some point a decision must be made.

Mr. Aysseh moved, Mrs. Maxon-Kennelly seconded to amend the motion to read:

“That the FPS ECC will remain at Fairfield Warde and Stratfield campuses through the 2020-2021 school year with a future elementary school(s) coming online to handle increased enrollment and/or to phase out the Stratfield campus in the future.”

Mrs. Jacobsen asked if the new language is intended to phase out Stratfield. Mr. Aysseh said the motion provides extra time and opportunity to review 2 years’ worth of ECC/Stratfield student data, and leaves Stratfield as an ECC option for the Board to decide at a later time. Ms. Leeper worried that the new language punts a decision that would help to focus on the work that needs to get done. Mrs. Vitale was comfortable with the new language, but struggled with inconsistencies of having one program at its own site. Mr. Peterson supported the amended motion and said the new language necessitates a change to the Charge for Milone and MacBroom.

Public Comment

Katie Flynn, Grandview Road: Thanked the Board for taking a pause. Supports long-term vision.

Amendment Passed: 9-0

Main Motion as Amended Passed: 9-0

Approval of Charge to Milone and MacBroom (MM)

Mrs. Gerber moved, Mrs. Maxon-Kennelly seconded that the Board of Education approve the Charge to Milone and MacBroom.

Ms. Leeper, Mrs. Jacobsen, Mrs. Gerber and Mrs. Vitale said item #2 should be reconsidered. Mrs. Vitale liked the reasoning of the ECC rubric for Holland Hill (HH) and North Stratfield (NSS), and being specific about those schools could save time and money. Ms. Pytko reiterated her preference that ECC remain a single site, and Mr. Dwyer agreed that exploring other sites gives MM flexibility if a non-school site somehow became available. Mrs. Gerber disagreed, saying this will be a current charge for MM; there are no other available sites for ECC at this moment, and adding that to the charge may muddy the waters.

Amendment #1

Ms. Pytko moved, Mr. Dwyer seconded to amend the Charge as follows:

Amend #2 to read “Consider impact of three possible scenarios:

- 1) Repurposing an elementary school or other facility
- 2) Using Warde ECC and one elementary school
- 3) Vacating Warde ECC and using two elementary schools – Holland Hill and North Stratfield”

Mrs. Maxon-Kennelly offered a 4th option – using Warde and 2 elementary sites. Mr. Aysseh added that ECC should be in the first sentence. Ms. Leeper was not clear on why there should be a charge to rehash all the work that has been done.

Ms. Pytko said she made the amendment to see all options on paper; which classrooms and students will be affected? Mrs. Maxon-Kennelly said the single-site option goes against previous conversations on the issue. Mr. Peterson and Mr. Aysseh said they would like the professional demographers to present facts on the options.

Mrs. Vitale reminded the Board that running scenarios and projections costs money. She is concerned that there aren’t enough current PK students to fill a repurposed school, and it will be very disruptive to investigate that option. Mrs. Gerber said ECC is growing and could be on its way to filling either Jennings or Dwight; this needs to be shown definitively that it is or is not possible.

Mrs. Jacobsen said a previous scenario did show that closing Jennings was a possibility even without Mill Hill as a 504, but pocket re-districting would have been required. The district now has more CLC’s, and there is a need to update the district’s building utilization.

Mrs. Maxon-Kennelly asked the Board to stop using the term ‘pocket redistricting.’ If not too expensive, she suggested getting the answers and moving on.

Amendment to Amendment #1

Mrs. Maxon-Kennelly moved, Mrs. Jacobsen seconded to amend the amendment to the Charge as follows:

Amend #2 to read “Consider impact of four possible scenarios for the ECC:

- 1) Repurposing an elementary school or other facility
- 2) Using Warde ECC and one elementary school
- 3) Vacating Warde ECC and using two elementary schools – Holland Hill and North Stratfield
- 4) Using Warde ECC and two elementary schools – Holland Hill and North Stratfield**

Public Comment on Amendment to Amendment

Jerian Mitchell, ECC Staff: Thanked the Board for the powerful amendment and will always support one ECC site.

Bob Smoler, FEA President: The amendment makes sense; it is important to get the operational impact of the ECC component in an elementary school. It is a question of space and logistics.

Kristen Bruno, ECC Principal: Urged the Board to consider more broad options and not place a limit on 2 elementary schools.

Amendment to Amendment #1 Passed: 8-1

Favor: Ms. Pytko, Ms. Leeper, Mr. Dwyer, Mrs. Gerber, Mrs. Vitale, Mr. Aysseh, Mrs. Maxon-Kennelly, Mr. Peterson

Oppose: Mrs. Jacobsen

Mrs. Maxon-Kennelly said perhaps there should be a 5th option of placing PK in several schools. She asked Mrs. Bruno to clarify her comments and asked about data points for KDG transitions. Mrs. Bruno said she supports the fewest number of ECC sites as possible; she only wanted to remove the names of the 2 elementary schools from the charge. What is the definition of a successful KDG transition?

Mr. Peterson and Mrs. Vitale said the 2 schools should be identified as much work has already been done to identify those particular schools. Mrs. Jacobsen disagreed; being specific reduces options.

Mr. Cummings said information on the Stratfield ECC will be shared. The first task will be to provide that information to the building administrators.

Amendment #1 as Amended Passed: 8-1

Favor: Ms. Pytko, Ms. Leeper, Mr. Dwyer, Mrs. Gerber, Mrs. Vitale, Mr. Aysseh, Mrs. Maxon-Kennelly, Mr. Peterson

Oppose: Mrs. Jacobsen

The Board discussed the possible effect or change on secondary feeder patterns, and whether that should be stated in the charge. Mr. Dwyer, Mrs. Maxon-Kennelly, Mr. Peterson and Mr. Aysseh said it should. Mrs. Gerber disagreed and said she was fine with leaving the feeder pattern as is. Mr. Jacobsen agreed with Mrs. Gerber and said there was no notice about including the secondary feeder pattern in the charge. Mr. Dwyer said MM will be taking a comprehensive look at the district and Mr. Aysseh agreed; the Board is doing its due diligence.

Amendment #2

Mrs. Maxon-Kennelly moved, Mr. Dwyer seconded to amend the charge as follows:

Amend the first sentence in #1 to read “Target 90% operational utilization rate for elementary schools and 85% operational utilization at secondary schools, including possibly reconsidering secondary school feeder plans.”

Mrs. Maxon-Kennelly said the Board is better served getting all the data at once and assumed secondary schools were part of the conversation. Mrs. Jacobsen asked whether the 2010 middle school feeder pattern guidelines would be considered and said it wasn’t right to add six more grades into the plan. Several Board members mentioned that they were either not familiar with the 2010 middle school guidelines, or were hesitant to use a document that has not been discussed or mentioned up to now. Ms. Leeper asked for a quick recess, in order to provide copies for the Board before continuing, but the Board was not open to adding this item to the discussion.

Public Comment on Amendment:

Jill Vergara, RTM District 7: Not in favor of the amendment. It has not been communicated to the public and will be confusing to constituents.

Mr. Dwyer said it is the Board’s responsibility to make an informed decision and it would be difficult to notify the public every time data is requested. Mr. Peterson and Mr. Aysseh agreed; the scenarios are not a commitment to action. Mrs. Vitale reminded the Board that the development of multiple scenarios could prove costly, but Mr. Aysseh said the investment is needed now to get good long-term returns.

Mrs. Jacobsen said this now expands the scope of the original charge. How will redistricting be rolled out at the high school level? Mr. Cummings said any type of whole-scale redistricting would be softened with a graduated implementation timeline.

Motion Passed: 7-2

Favor: Ms. Pytko, Ms. Leeper, Mr. Dwyer, Mrs. Vitale, Mr. Aysseh, Mrs. Maxon-Kennelly, Mr. Peterson
Oppose: Mrs. Gerber, Mrs. Jacobsen

Amendment #3

Ms. Leeper moved, Mrs. Jacobsen seconded to amend the charge as follows:

Amend the final sentence in the charge to read “Existing Redistricting Guiding Principles, Facilities Planning Principles, and the 2010 MS Feeder Pattern Criteria should be considered and aspired to in developing redistricting models.”

Ms. Pytko said she can’t support the amendment as she hasn’t read the document.

Public Comment on Amendment:

Ann Marie Harper, FPS Parent: Suggested the Board review the 2010 redistricting guidelines which put her children on a bus for 45 minutes, driving past middle schools that were closer to home.

Motion Failed: 2-7

Favor: Ms. Leeper, Mrs. Jacobsen

Oppose: Ms. Pytko, Mr. Dwyer, Mrs. Gerber, Mrs. Vitale, Mr. Aysseh. Mrs. Maxon-Kennelly, Mr. Peterson

Amendment #4

Mrs. Jacobsen moved, Mrs. Gerber seconded to amend the Charge as follows:

Add at the end of the Charge:

"4. Provide updated 10-year enrollment projections and school utilizations."

Mr. Dwyer wanted the Board to be aware that the cost for enhanced projections may be over \$50K. Mr. Peterson justified the possible additional expenditure, saying other Boards have requested this information.

Public Comment on Amendment:

Jill Vergara, RTM District 7: Agrees with the updated 10-year enrollment projections; 8-30g should be factored in.

Motion Passed: 9-0

Public Comment on Amended Main Motion

Jill Vergara, RTM District 7: The end of June is an unfortunate timing for the approval of the charge and there is a lack of community input. Hopes guidelines will be given to the consultants. Walkers should remain walkers. No scenarios should exacerbate the racial imbalance.

The Main Motion as Amended Passed: 7-2

Favor: Ms. Pytko, Ms. Leeper, Mr. Dwyer, Mrs. Vitale, Mr. Aysseh, Mrs. Maxon-Kennelly, Mr. Peterson

Oppose: Mrs. Gerber, Mrs. Jacobsen

Adoption of Policy 6154, Instruction/Homework

Mrs. Gerber moved, Mrs. Maxon-Kennelly seconded that the Board of Education adopt Policy 6154, Instruction/Homework.

Mrs. Maxon-Kennelly said in an effort to be thorough, she reviewed all public comment and emails generated from the review of the policy. The review was brought about by an issue raised by a Board member, and not due to a change in state statute or staff request. Policy is the appropriate vehicle for the Board to direct staff.

Mr. Dwyer thanked the Policy Committee for updating the policy to be less prescriptive; however, the final bullet point is better debated by staff, and he suggested using the term 'aspire to greater consistency' instead of 'ensure greater consistency' in the third to the last paragraph. Mrs. Maxon-Kennelly said teaching is an art, and the committee wanted strength behind that phrase. She will be looking for feedback next spring.

Mr. Aysseh thanked Mrs. Maxon-Kennelly for addressing his concerns and he is happy with the changes.

Mr. Hatzis and Mr. Ebling thanked the committee for its responsiveness and diligence with the carefully crafted language. The final bullet point may cause confusion and may also be restrictive to PE, Art and electives in general, which are historically 100% summative; it may force those departments into some practices they have never done before, such as assigning PE homework.

Mr. Dwyer added that any nuances can be spelled out in the administrative regulations. Mr. Cummings clarified that homework is a subset of grading and suggested talking about the issue as a complete package of grading policy. Ms. Leeper confirmed that formative assessments do not need to be accomplished through homework.

Public Comment

Ann Marie Harper, Warde Parent: Homework should not negatively impact grades, but it should count towards practice. Without academic currency, students will not do homework.

Bob Smoler, FEA President: Supports the policy and thanked the committee for considering all the different views.

Motion Passed: 9-0

New Business

Financial Report and 18-19 Budget Transfers

Mrs. Munsell reported that any expense incurred from July 1, 2018 through June 30, 2019 is an 18/19 expense, even if the bill arrives after June 30, 2019. The 18/19 fiscal year was exceptionally challenging, given the deficit in personnel services and subsequent give-backs. The projected balances continue to be estimates until expenditures are finalized. Science texts are not included.

Mr. Aysseh moved, Mrs. Gerber seconded that the Board of Education approve the line item transfers for the 2018-2019 fiscal year as detailed in the enclosed Financial Statement.

Motion Passed: 9-0

Mr. Dwyer thanked Mrs. Munsell for coming within \$1M of the budget and Mrs. Munsell said it is actually closer to 7/10 of 1%. Mrs. Vitale also thanked Mrs. Munsell for all of her hard work.

First Reading of Science Texts

Mr. Cummings thanked the Board for agreeing to hear this item. The science textbooks are: (1) AP Biology, *Campbell: Biology in Focus*, copyright 2019 and resource *Mastering Biology*, copyright 2019; and (2) AP Chemistry, *Chemistry: A Molecular Approach*, copyright 2020. These texts were not figured into next year's budget, so 18/19 funds were used to purchase math materials in order to make room for this purchase.

- The AP Environmental Science text will be reviewed next year and is in next year's budget.
- If approved on 8/27, the order will be rushed and texts can arrive the week of Labor Day. If the Board meets earlier, it is requested that texts be placed on the agenda for approval. Teachers are already preparing to use the texts, in the hopes the Board will approve.
- Teachers strongly support the texts, and the text approval process was followed. Hard copies will be made available to the public.

- Publishers of these texts do not have new texts for introductory courses.

Preliminary Discussion of Future Agenda Items and Board Goals for the 2019-2020 School Year

Mrs. Vitale invited the Board to share individual thoughts on future agenda items.

Mrs. Maxon-Kennelly said the district is undergoing a significant transition with a new superintendent and headmaster; it may be a good time to establish evaluative criteria for initiatives that have already been put into place and perform a review; handouts of her idea were given to the Board. Mrs. Gerber agreed with taking a step back, but was not clear on the timeline of a review which was not noticed on the agenda. Mr. Aysseh agreed with the premise and added that Dr. Tracy could begin the work for the new superintendent. Mrs. Jacobsen also agreed that it is time to take stock before launching the next improvement plan. Mr. Dwyer felt this was more of a conversation to have with the new superintendent before creating a new strategic plan. Mr. Cummings said the scope of a review would be very important and the district would be looking to get direction from the Board.

Mr. Aysseh said he would like the Board to examine the current Long-Range Facilities Plan and create a new 10-year plan, perhaps by forming a committee and including Milone and MacBroom in the process. Mrs. Vitale asked for that idea in writing and would consider a facility-based sub-committee.

Mrs. Jacobsen agreed that facilities and the waterfall are also on her list. She wanted to add middle school scheduling options, math academy, PK tuition market analysis and legislative interests.

Mrs. Maxon-Kennelly said she would like to know more about the roll-out of high school cumulative grading. Mr. Cummings said he will provide that information.

Mr. Dwyer said the Board has yet to pass a single definitive vote on the Board Goal that was passed a year ago. That goal should remain in place and he cautioned about taking on too many additional initiatives.

Approval of the CSDE Authorized Signature Change Form for the Bureau of Health/Nutrition, Family Services and Adult Education

Mrs. Gerber moved, Mr. Dwyer seconded that the Board of Education approve the Signature Change Form for the Bureau of Health/Nutrition, Family Services and Adult Education per the enclosure.

Motion Passed: 9-0

Approval of Minutes

Mrs. Gerber moved, Ms. Pytko seconded that the Board of Education approve the June 11, 2019 *Regular Minutes*.

Motion Passed: 9-0

Superintendent Report

Mr. Cummings reported that the Seal of Biliteracy was awarded to 128 graduates, and indicates mastery in both English and a second language. It is a successful program and the number of participants is expected to rise.

Committee/Liaison Reports

Mrs. Gerber reported for MHBC: The RTM approved 441 funding for Mill Hill and the paperwork has been filed with the state.

Mrs. Gerber reported for Parks/Rec: Fairfield's fields and beaches are now smoke-free and vape-free.

Ms. Leeper reported for the Finance Committee: The Finance and Strategic Planning Committees held a joint workshop for young families with five people in attendance. One of the ideas that resulted was to place daycare facilities near transportation hubs.

Mrs. Vitale reported for the RSBC: The project is moving forward.

Mr. Peterson reported for the HHBC: The project is moving forward; looking at the best way to utilize space if the ECC program is added.

Open Board Comment

Mr. Peterson said it was a productive year and it has not been difficult working together with other Board members.

Ms. Leeper congratulated the 2019 graduates. She very much enjoyed attending graduation and hearing the great student speakers - which was a great testament to the teachers.

Mrs. Vitale thanked the Board and for seeing her through the previous six months of hard work, dedication and diligence. She also thanked district staff for all the assistance.

Adjournment

Mr. Aysseh moved, Mrs. Jacobsen seconded that this Regular Meeting of the Board of Education adjourn.

Motion Passed: 9-0

Meeting adjourned at 10:35PM.

*Respectfully submitted by
Jessica Gerber
Fairfield Board of Education
Secretary*

**6:30 PM Special Meeting Minutes
Fairfield BoE; July 31, 2019**

Call to order of the Special Meeting of the Board of Education and Roll Call

Chairman Christine Vitale called the Special meeting to order at 6:34PM. Present were members Trisha Pytko, Jennifer Leeper, Phil Dwyer, Jessica Gerber, Christine Vitale, Nick Aysseh, Jennifer Jacobsen, Jennifer Maxon-Kennelly and Jeff Peterson.

Business Items

Discussion and Possible Action on the Election of New Superintendent

Mrs. Jacobsen moved/Mrs. Gerber seconded the recommended motion that "the Board of Education hereby moves to enter into executive session in order to discuss the employment and/or election of a Superintendent for the Fairfield Public Schools pursuant to Connecticut General Statutes Section 1-200(6)(A). " Motion passed 9-0

The Board came out of executive session at 6:58PM.

Adjournment

Mr. Aysseh moved/Mrs. Maxon-Kennelly seconded the recommended motion "that this Special Meeting of the Board of Education adjourn." Motion passed 9-0. Meeting adjourned at 6:58PM.

**7:00 PM Special Meeting Minutes
Fairfield BoE, July 31, 2019**

NOTICE: A full meeting recording can be obtained from Fairfield Public Schools. Please call 203-255-8371 for more information and/or see the FPS website (under Board Meeting Minutes) for a link to FAIRTV.

Call to order of the Special Meeting of the Board of Education and Roll Call

Chairman Christine Vitale called the Special meeting to order at 7:04PM. Present were members Trisha Pytko, Jennifer Leeper, Phil Dwyer, Jessica Gerber, Christine Vitale, Nick Aysseh, Jennifer Jacobsen, Jennifer Maxon-Kennelly and Jeff Peterson. Others present were Interim Superintendent Dr. Stephen Tracy, members of the central office leadership team, and approximately 20 members of the public.

Business Items

Approval of the Recommended Science Textbooks for AP Biology and AP Chemistry

Ms. Pytko moved, Mr. Dwyer seconded that the Board of Education approve the recommended Science Textbooks for AP Biology and AP Chemistry per the memo dated June 17, 2019.

Mrs. Maxon-Kennelly asked for the source of the text recommendations. Mr. Cummings said the AP community of teachers, online colleagues and internal discussions were the sources of the recommendations. Online resources for both texts are easily updated and are aligned to study materials to help prepare for AP exams throughout the course of the year.

Motion Passed: 9-0

Update on Osborn Hill School (OHS) Roof Repair

Mrs. Vitale said the OHS roof is leaking and in need of repair. Dr. Tracy said the OHS roof repair work is scheduled to begin Monday, August 5th and complete by August 16, well ahead of the first day of school. Silktown will be performing the work; the attorney for Garland expressed interest in talking further about roof warranty.

Mrs. Jacobsen asked about reimbursement and said she was concerned about the funds for this repair being taken from the A/C consultant area. Mr. Papageorge will look into state reimbursement for emergency repair. Mrs. Vitale said the district needed to act quickly to fund the emergency repair, and funding may change throughout the course of the year.

Mr. Dwyer noted the current cost of \$225K, with possible compensation from Garland yet to come. Dr. Tracy and Mr. Papageorge added that the Hoffman Company will also monitor and document the process for an additional \$11.7K, and \$2-\$3K for a performance bond; the total amount is closer to \$240K. Dr. Tracy thanked the Town Purchasing Director and the First Selectman for working so quickly with the district.

Mrs. Vitale asked about the possibility of the weather slowing down the process. Mr. Papageorge said that was not likely, however, there is extra time before school begins.

Election of Superintendent

Mrs. Vitale said the Board was notified in January of this year that Dr. Jones would be leaving the district on June 30, 2019. In March, the Board retained the firm Hazard Young Attea & Associates (HYA) to perform the search for a new superintendent. HYA interviewed many stakeholders through focus groups, individual interviews and an online survey to get a good cross section of the community. The resulting leadership profile was used in early May to begin the recruiting process.

DRAFT

Based on the profile, the district was looking for a superintendent to create a climate of mutual trust, have a broad understanding of educational research and best practices, set high expectations, and plan and manage for long-term financial health of the district. There were 23 applicants from 12 different states, 6 were invited for an initial interview and 3 were invited back for a final interview.

Ms. Leeper moved, Mr. Aysseh seconded that the Fairfield Board of Education hereby moves to elect Michael Cummings as the Fairfield Superintendent of Schools, pursuant to Connecticut General Statutes Section 10-157, upon the condition that Mr. Cummings executes or has executed the contract of employment that is simultaneously approved by the Board of Education; and upon the condition that Mr. Cummings possesses all certifications and other requirements of the State of Connecticut to serve as the Superintendent of Schools. Should Mr. Cummings fail to possess said certifications and/or qualifications, the Superintendent's contract shall be deemed null and void. The Board further moves to delegate to the Board chair the authority to execute the contract of employment on behalf of the Board of Education.

Mrs. Vitale allowed Board members to comment, given that hiring the district's Chief Academic Officer is very significant.

Ms. Leeper was pleased to make the motion and said it was a very competitive process. Mr. Cummings is thoughtful and committed and has a practical understanding of students. His vision of the district is inspiring, he builds trust and respect, and students and teachers will thrive.

Mr. Aysseh was happy to support the motion. Hiring a superintendent is one of the most important roles, if not the most important role of the Board of Education. There were many impressive applications, and Mr. Cummings continually rose to the top of the pack. Despite being an internal candidate, he was not given preferential treatment. He showed a deep knowledge of the district and has a passionate vision to move the district forward, including creating a fiscally responsible 5-year budget framework that ties into district improvement.

Motion Passed: 9-0

The Board and audience applauded.

Mr. Cummings said he was both honored and humbled to accept the position. Fairfield Public Schools is an exemplary school system. After 34 years in public education, he has worked with exemplary teachers, wise administrators, committed parents, and supportive community members and town officials. Challenges remain ahead, but guided by collective knowledge and the belief in doing what is right for kids, adjustments can be made to navigate financial and social challenges. Mr. Cummings said he is eager to get going and eager to be the Superintendent of Schools for Fairfield Public Schools.

Mrs. Vitale thanked the Board and staff for conducting a thorough search as quickly as possible. Mr. Cummings will begin his new role on August 12, and she thanked Dr. Tracy for stepping in as Interim Superintendent.

Adjournment

Mr. Aysseh moved, Mrs. Maxon-Kennelly seconded that this Special Meeting of the Board of Education adjourn.

Motion Passed: 9-0

Meeting adjourned at 7:28PM.

*Respectfully submitted,
Jessica Gerber
Fairfield Board of Education, Secretary*

Education Legislation Summary



2019 SESSION

In its 2019 regular and special sessions, the General Assembly made a number of changes in the statutes that affect public education in Connecticut. This summary is intended to give you a brief overview of some of the more significant changes that were made this year in the area of education. Links to the new legislation are provided in the electronic version of this publication located at <https://bit.ly/2MFndHP>. In addition, for more information about new legislation affecting employers in general, please see our Employment Legislation Summary at: <https://bit.ly/2MP6t0D>.

STATUTORY CHANGES AFFECTING STUDENTS:

Access to Education by Homeless Students

Public Act 19-179 increases protections afforded to homeless students and makes several changes to current laws concerning the appeal process afforded to school-age homeless students who are denied access to school accommodations to attend a local or regional public school.

The McKinney-Vento Act requires that homeless children and youth be provided with educational services that are comparable to those provided to the other students enrolled in the same school, including transportation services. Conn. Gen. Stat. §10-186 currently requires boards to notify a parent, guardian, emancipated minor or pupil 18 years of age or older of the right to request a hearing whenever a board denies access to school accommodations, including on the basis of residency. Effective July 1, 2019, Section 1 of the Act adds the term “unaccompanied youth” (defined by federal law as “a homeless child or youth not in the physical custody of a parent or guardian”) to the list of parties entitled to all of the rights relating to

school accommodation hearing procedures, including, for example, a right to request a hearing, and a right to appeal an adverse decision.

Regarding such hearings, Section 1 of the Act modifies the burden of proof in residency hearings where the child claims to be homeless. Generally, a party denied access to school accommodations based on residency has the burden of proof and must establish residency by a preponderance of the evidence (*i.e.*, it is more likely than not). Effective July 1, 2019, however, when “the party denied schooling is claiming that he or she is a homeless child or youth,” the board will have the burden of proving by a preponderance of the evidence that the student is not homeless in accordance with McKinney-Vento.

In addition, in the event a board of education (or impartial hearing officer) determines that a homeless child or youth is not entitled to school accommodations in the district, Section 1 of the Act also permits such homeless child or youth to remain in the district or be immediately enrolled in the school selected by the student in the school district in accordance with federal

law that permits a student to maintain enrollment pending final resolution of the dispute, including all available appeals. Additionally, boards will need to (1) provide such student or the parent or guardian a written explanation of the reasons for the denial that is in a manner and form understandable to them, (2) provide information regarding the right to appeal the decision of the denial of accommodations and (3) refer such student, parent or guardian to the district's homeless liaison. Moreover, a new provision requires that any homeless child or youth appealing a denial of school accommodations on the basis of residency be entitled to continue to attend school in the school district during the pendency of all available appeals, rather than just through an appeal at the State Board of Education ("State Board") level.

Section 2 of the Act additionally amends Conn. Gen. Stat. § 10-253 to reiterate that when a board of education denies a homeless child or youth school accommodations on the basis of residency, the homeless child or youth is entitled to a residency hearing pursuant to Conn. Gen. Stat. § 10-186.

Sale and Use of Cigarettes, Tobacco Products and E-Cigarettes

Effective October 1, 2019, **Public Act 19-13** makes significant changes to current law regarding the sale, use and distribution of cigarettes, other tobacco products and e-cigarettes. Most critically, it raises the legal age to purchase such products from eighteen to twenty-one and amends Conn. Gen. Stat. §§ 19a-342 and 19a-342a to prohibit smoking and the use of e-cigarettes within school buildings or on school property at all times, rather than only within a building while school is in session or during student activities. (Sections 17 and 18).

Application of Sunscreen Before Outdoor Activities

Currently, the law does not specifically address the use of sunscreen in school. Consequently, its application is generally subject to the same procedures as over-the-counter medication, which requires a written order from an authorized health care provider and written authorization from the student's parent or guardian for administration in school. **Public Act 19-60** provides that effective July 1, 2019, any student who is six years of age or older may possess and self-apply over-the-counter sunscreen while in school prior to engaging in any outdoor activity, if a student's parent or guardian submits a written authorization to the school nurse. The Act further permits boards of education to adopt policies and procedures to implement this new provision, and a student's self-application of sunscreen in school must be in accordance with such policies and procedures.

Physical Exercise and Undirected Play

In 2012, the legislature established a minimum requirement of 20 minutes daily physical exercise for students in grades K-5.

The following year, this requirement expanded from grades K-5 to all students enrolled in elementary school, and boards of education were required to develop a policy regarding school employees preventing a student from participating in the entire time devoted to physical exercise as a form of discipline.

This year, effective July 1, 2019 through **Public Act 19-173**, the legislature clarified the authority of local and regional boards to include additional

time—beyond the 20 minutes required for physical exercise—devoted to undirected play during the regular school day in elementary schools. Consistent with prior legislative action, the Act further requires that boards of education revise their policies by October 1, 2019 to address school employees preventing a student from participating in the entire time devoted to physical exercise or undirected play as a form of discipline.

Section 2 of the Act also establishes a task force to study the feasibility of including time devoted to undirected play during the regular school day in elementary schools and to report its findings to the Education Committee by January 1, 2020.

Special Education Transition Services for Children with Autism Spectrum Disorder

The federal Individuals with Disabilities Education Act (IDEA, 20 U.S.C. §§ 1400 et seq.) requires that the first IEP in effect when a child with a disability turns sixteen years of age (or earlier, when appropriate) include (1) appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education employment and where appropriate, independent living skills; and (2) the transition services, including courses of study, needed to assist the child in reaching those goals. 20 U.S.C. § 1414(d)(1)(A)(i)(VIII).

Public Act 19-49, effective July 1, 2019, requires IEPs for students diagnosed with autism spectrum disorder to contain such postsecondary goals and transition services beginning no later than the date on which the IEP takes effect for any such student who is at least fourteen years old. The Act requires such students' IEPs to be updated annually thereafter. Finally, the Act clarifies that despite the obligation for boards of education to begin transition services for students diagnosed with autism spectrum disorder at age fourteen, the Act does not require the Department of

Rehabilitation Services to lower the age of transitional services for children with disabilities from sixteen to fourteen.

Expulsions

Section 9 of **Public Act 19-91**, effective July 1, 2019, narrows the authority of boards of education to expel students in grades three through twelve, in a board's discretion, for conduct on school grounds or at a school-sponsored activity to situations in which the conduct violates a publicized policy of such board **and** is seriously disruptive of the educational process, or endangers persons or property. Previously, boards could expel students in grades three through twelve, in the board's discretion, if the conduct on school grounds or at a school-sponsored activity violated a publicized policy of the board **or** was seriously disruptive of the educational process or endangered persons or property. The Act does not modify the standards for expulsion for conduct off school grounds or for mandatory expulsions.

New Curriculum and Course Requirements for African-American and Black Studies and Puerto Rican and Latino Studies

Sections 1 and 2 of **Public Act 19-12** provide that, for the school year commencing July 1, 2021, public schools must include African-American and black studies and Puerto Rican and Latino studies as part of the program of instruction for the school district. In accordance with the Act, the State Board must make available curriculum materials for African-American and black studies and Puerto Rican and Latino studies, and districts may use those materials or other materials in implementing the curriculum. The Act also permits districts to accept gifts, grants, and donations designed for the development and implementation of

the African-American and black studies and Puerto Rican and Latino studies curriculum required by the Act.

In addition to the inclusion of African-American and black studies and Puerto Rican and Latino studies in each district's program of instruction, Sections 3 and 4 of the Act require the State Education Resource Center ("SERC") to develop a one-credit black and Latino studies course to be offered at the high school level. By January 1, 2021, the State Board must review and approve the black and Latino studies course developed by SERC, provided the State Board determines that the course meets criteria set forth in the law, and must submit a course description to the General Assembly by January 15, 2021. School districts *may* offer this course in grades nine through twelve for the 2021-2022 school year, but *must* offer the course in those grades for the 2022-2023 school year and each school year thereafter. For the school years commencing July 1, 2022 to July 1, 2024, the State Department of Education ("SDE") will conduct an annual audit to ensure that the approved black and Latino studies course is being offered by each school district and will submit a report on the audit to the General Assembly.

Computer Science Instruction

Section 1 of **Public Act 19-128** amends various statutes and generally highlights the legislature's desire to strengthen computer science instruction in public schools. In particular, Section 1 of the Act, effective July 1, 2019, broadens the current curricular requirement of "computer programming," specifically, to "computer science," generally, which may include computer programming. In addition, Section 11 provides that, on or after July 1, 2020, consideration must be given to career and academic choices in computer science, science, technology, engineering, and mathematics in student success plans.

Firearm Safety Programs

Previously, Conn. Gen. Stat. § 10-18c permitted local and regional boards of education to offer firearm safety programs to students in grades K-8. Effective July 1, 2019, Section 5 of **Public Act 19-5** expands the grades to which the program may be made available by permitting boards of education to offer firearm safety programs to grades K-12. The Act retains a curricular opt-out whereby parents and guardians may request that their child be exempted from the program or any portion thereof by providing written notification to the school, and schools must provide an opportunity for other academic work during that time. Section 4 of the Act specifies that, subject to available appropriations, the State Board must develop guides to aid boards of education in developing such firearm safety programs for students in grades K-12.

Promoting Careers in Manufacturing

Section 1 of **Public Act 19-58**, effective July 1, 2019, confirms that guidance counselors and school counselors may provide materials concerning manufacturing, military, and law enforcement careers when discussing career options with students.

Section 2 of the Act, effective July 1, 2019, requires that each board of education include goals for career placement for students who do not pursue an advanced degree immediately after graduation in such board's statement of educational goals for the district.

Section 3, also effective July 1, 2019, requires that each student success plan, beginning in grade six, provide evidence of career exploration in each grade including, but not limited to, careers in manufacturing. SDE will revise and issue guidance regarding these changes to student success plans.

Lastly, the Act establishes a study relating to the demand for career and technical education teachers in the state's high schools and community colleges. The report is due February 1, 2020.

Working Papers

Current law requires that the Superintendent, or designee, of any local or regional board of education provide a "certificate of age" as verification of a minor's legal age for purposes of employment in certain occupations. Effective July 1, 2019, Section 97 of **Public Act 19-117** clarifies that such requirements do not apply to individuals desiring to employ a minor through a youth development program of a regional workforce development board.

STATUTORY CHANGES AFFECTING SCHOOL DISTRICT OPERATION:

Employee Background Checks & Fingerprinting

Public Act 19-91, effective July 1, 2019, overhauls the employee background checks statute. The Act adds a definition of "eligible school operator," which includes local and regional boards of education, the Technical Education and Career System, the governing council of a state or local charter school, a school developed through a statutorily permitted cooperative arrangement, and a government-operated interdistrict magnet school. In addition to the existing background check requirements for eligible school operators, the Act adds a requirement that eligible school operators require applicants to state, *in writing*, whether such applicant has ever been convicted of a crime or whether criminal charges are pending against the applicant at the time of the application. If charges are

pending, the applicant must state the charges and the court in which such charges are pending.

The Act continues the option for an eligible school operator to request a regional educational service center ("RESC") to arrange for the fingerprinting of any person required to submit to state and national criminal history records checks. The State Police Bureau of Identification will then provide the results of such checks directly to the eligible school operator.

Section 2 of the Act adds another new term, "nongovernmental school operator," which means an operator of an interdistrict magnet school that: is a third-party, not-for-profit corporation approved by the Commissioner of Education; the governing council of a state or local charter school; an endowed or incorporated academy approved by the State Board; a special education facility approved by the State Board; or the supervisory agent of a nonpublic school. [Note: Governing councils of a state or local charter school are included in both the definitions of eligible school operator and nongovernmental school operator.] Such nongovernmental school operator must conduct the same employee background checks that are required of public schools. These requirements include, among other things, requiring each applicant to:

- (1) State in writing whether such applicant has ever been convicted of a crime or whether criminal charges are pending against such applicant at the time of the application and, if charges are pending, to state the charges and the court in which charges are pending;
- (2) Submit to a records check of the Department of Children and Families ("DCF") child abuse and neglect registry before being hired; and
- (3) Submit to state and national criminal history records checks within thirty days from the date of employment, which checks **must** be conducted

through the State Police in accordance with Conn. Gen. Stat. § 29-17a.

A nongovernmental school operator may similarly request for a RESC to arrange for the fingerprinting of any person required to submit to state and national criminal history records checks.

As is the case for public schools, the Act provides that a state and national criminal records check completed for a substitute teacher within one year prior to employment with a nongovernmental school operator satisfies the background check requirements.

A nongovernmental school operator may not, however, require substitute teachers to submit to state and national criminal history records checks if they are “continuously employed,” which is defined as “employ[ment] at least one day of each school year by such nongovernmental school operator,” as long as substitute teachers are subjected to checks every five years. Furthermore, the background check provisions do not apply to (1) a student employed by the nongovernmental school operator that operates a school which the student attends, or (2) a person employed by a nongovernmental school operator as a teacher for a noncredit adult class or adult education activity who is not required to hold a teaching certificate.

Section 3 mandates that eligible school operators and nongovernmental school operators require students enrolled in teacher preparation programs, and completing his or her student teaching experience with such eligible school operator or nongovernmental school operator, to (1) state any convictions or pending charges in writing, and if charges are pending, the charges and court in which the charges are pending, (2) submit to a DCF records check, and (3) submit to state and national criminal history records checks. Students in teacher preparation programs must submit

to the state and national records checks within sixty days from the date the student begins to perform the student teaching experience. Notably, the Department of Emergency Services and Public Protection must waive the fee for a criminal history records check for student teachers.

Section 4 expressly provides that eligible school operators and nongovernmental school operators also **may** conduct the same above-mentioned background checks for non-employees who will perform a service involving direct contact with students.

Section 5 requires, among other things, the State Board to submit periodically to the State Police Bureau of Identification a database providing identification information of each applicant to the State Board seeking an initial certificate, authorization, or permit. The State Police Bureau of Identification shall then notify the State Board of any applicant who has a criminal conviction, and the State Board may deny an application pursuant to Conn. Gen. Stat. § 10-145b(i). The State Board must also submit a database providing the identification of each person who holds a certificate, authorization or permit. Upon information that any such person has a criminal conviction, the State Board may revoke that person’s certificate, authorization, or permit.

Importantly, the Act clarifies, in various sections, that recipients of national criminal history records check information shall not disseminate further the results of such checks.

Sexual Harassment

Public Acts 19-16 and 19-93, effective October 1, 2019, make various changes concerning sexual harassment, sexual assault, discrimination complaints filed with the Commission on Human Rights and

Opportunities (“CHRO”), and related matters. Among other things, the new Acts expand requirements for employers to train employees on sexual harassment laws, extend the time to file a CHRO complaint alleging employer discrimination, including sexual harassment, and allow courts to order punitive damages in discrimination cases that the CHRO has released from its jurisdiction.

Current law requires employers with at least 50 employees to provide their supervisory employees with two hours of training on federal and state sexual harassment laws and remedies available to victims. Section 1 of Public Act 19-16 expands this requirement to cover (1) employers of **any** size and (2) **non-supervisory employees** for employers with at least three employees. The Act requires the new training to occur within one year of October 1, 2019, except that any employer who provided the bill’s training to any such employees after October 1, 2018, is not required to provide it a second time.

The Act requires the CHRO to develop and make available to employers a free, online training and education video or other interactive method that fulfills the Act’s training requirements, although there is no deadline associated with this mandate. Employers having three or more employees, must provide the required training to employees hired on or after October 1, 2019 within six months of hire if the CHRO has developed and made available its online training materials. Public Act 19-16 does not address the scenario for training requirements for employees hired on or after October 1, 2019 if the CHRO does not make the training materials available to be used within six months of an employee’s hire, but presumably employers would need to ensure those new employees at least receive the requisite training by October 1, 2020 in the absence of such CHRO materials consistent with the requirement for existing employees.

Under the Act, employers required to provide this training must provide supplemental training at least every 10 years to update employees on the content of the training and education. As amended by Section 5 of Public Act 19-93, the Act subjects employers to a fine of up to \$750 if they fail to provide the training and education as required. In addition, the new Act additionally classifies this inaction as a discriminatory practice. By expanding the definition of discriminatory practice, the Act allows individuals aggrieved by any such violation of the training requirements, or CHRO itself, to file a complaint with CHRO alleging discrimination.

Existing law requires employers with three or more employees to post in a prominent and accessible place a notice stating that sexual harassment is illegal and the remedies available to victims. Section 1 of Public Act 19-16 requires these employers to also send a copy of this information to employees by email within three months of their hire if the (1) employer has provided an email account to the employee or (2) employee has provided the employer with an email address. The email’s subject line must be similar to “Sexual Harassment Policy.” If an employer has not provided email accounts to employees, it must post the information on its website, if it has one. As outlined above, employers are subject to a fine of up to \$750 for failure to comply with these requirements.

The CHRO must develop and include on its website a link about the illegality of sexual harassment and the remedies available to victims. An employer can comply with the requirement above by providing this link to employees by email, text message or in writing.

Section 8 of Public Act 19-16, as amended by Section 5 of Public Act 19-93, effective October 1, 2019, provides that during the twelve-month period following the date on which a complaint was filed

against the employer, or if the executive director of the CHRO reasonably believes that an employer is in violation of the training and information posting requirements described above, the CHRO's executive director will now have the authority to assign designated representatives to enter an employer's business location, during normal business hours, to ensure compliance with these requirements. The designated representatives may also examine the employers' records, policies, procedures, postings, and sexual harassment training materials to ensure compliance with these posting requirements and the sexual harassment training requirements described above. Fortunately, the Act requires these designated representatives, when carrying out these duties, to ensure they do not unduly disrupt the employers' business operations.

Lastly, Section 4 of Public Act 19-16, effective October 1, 2019 provides that if an employer takes immediate corrective action in response to an employee's claim of sexual harassment, such corrective action may not modify the conditions of employment of the employee making the claim unless such employee agrees, ***in writing***, to any modification in the conditions of employment. As defined in the Act, "corrective action" includes, but is not limited to, employee relocation, assigning an employee to a different work schedule, or other substantive changes to an employee's terms and conditions of employment. Section 8 of Public Act 19-96 further provides, however, that notwithstanding an employer's failure to obtain such written agreement from the employee regarding a modification in the conditions of employment, the CHRO may find that corrective action taken by an employer was reasonable and not of detriment to the complainant based on the evidence presented to the CHRO.

Safe School Climate

Public Act 19-166 makes several changes to current laws related to bullying and safe school climate. Section 1 of the Act establishes a statewide "social and emotional learning and school climate advisory collaborative" to, among other things, collect information relative to school climate improvement and to identify best practices for promoting positive school climates. Key roles of the advisory collaborative, among others, as identified by Sections 1 and 2 of the Act, are to (1) develop a model positive school climate policy by January 1, 2020, (2) develop an assessment for screening students in grades three to twelve for suicide risk, (3) develop a plain language explanation of the rights and remedies available to parents and guardians under the Conn. Gen. Stat. § 10-4b complaint process and provide it to each local and regional board of education, and (4) develop a biennial statewide school climate survey. Key dates related to the work of the advisory collaborative and corresponding responsibilities of boards of education include:

- January 1, 2020: The advisory collaborative must develop the model positive school climate policy;
- July 1, 2020: The advisory collaborative must submit the screening assessment to determine risk of suicide and recommendations for implementation in public schools;
- January 1, 2021: The advisory collaborative must provide the plain language explanation of the rights and remedies available through the Conn. Gen. Stat. § 10-4b complaint process to each board of education;
- January 1, 2021 and annually thereafter: The advisory collaborative must submit a report to the General Assembly regarding the efforts of the advisory collaborative concerning improving school climate, the need for technical assistance

for school districts, best practices, directing resources for state and local initiatives and any recommendations;

- June 30, 2021: Each board of education must publish on its website the plain language explanation of the rights and remedies available under the Conn. Gen. Stat. § 10-4b complaint process;
- July 1, 2021: The advisory collaborative must develop the biennial statewide school climate survey designed to obtain confidential information from school employees and parents and guardians concerning impressions of school climate; and
- August 1, 2021: SDE must publish the model positive school climate policy and the biennial statewide school climate survey on the SDE website.

In addition, Section 3, effective July 1, 2021, makes substantial revisions to Conn. Gen. Stat. § 10-222d, the statute governing safe school climate plans and public schools' bullying policies and obligations.

Section 3 redefines "school climate" to mean "the quality and character of school life based on patterns of students', parents' and guardians' and school employees' experiences of school life, including, but not limited to, norms, goals, values, interpersonal relationships, teaching and learning practices and organizational structures."

Section 3 also creates three new statutory definitions:

- (1) "Positive school climate" means a school climate in which
 - (a) the norms, values, expectations and beliefs that support feelings of social, emotional and physical safety are promoted,
 - (b) students, parents and guardians of students and school employees feel engaged and

respected and work together to develop and contribute to a shared school vision,

- (c) educators model and nurture attitudes that emphasize the benefits and satisfaction gained from learning, and
 - (d) each person feels comfortable contributing to the operation of the school and care of the physical environment of the school
- (2) "Emotional intelligence" means the ability to
 - (a) perceive, recognize and understand emotions in oneself or others,
 - (b) use emotions to facilitate cognitive activities, including, but not limited to, reasoning, problem solving and interpersonal communication,
 - (c) understand and identify emotions, and
 - (d) manage emotions in oneself and others; and
 - (3) "Social and emotional learning" means the process through which children and adults achieve emotional intelligence through the competencies of self-awareness, self-management, social awareness, relationship skills and responsible decision-making.

Most significantly, however, Section 3 of the Act redefines the term "bullying." Currently, bullying is defined as:

- (A) the repeated use by one or more students of a written, oral, or electronic communication, such as cyberbullying, directed at or referring to another student attending school in the same school district or (B) a physical act or gesture by one or more students repeatedly directed at another student attending school in the same district, that: (i) causes physical or emotional harm to such student or damage to such student's property, (ii) places such student in reasonable fear

of harm to himself or herself, or of damage to his or her property, (iii) creates a hostile environment at school for such student, (iv) infringes on the rights of such student at school, or (v) substantially disrupts the education process or the orderly operation of a school.

Effective July 1, 2021, the Act defines “bullying” to mean

An act that is direct or indirect and severe, persistent or pervasive, which (A) causes physical or emotional harm to an individual, (B) places an individual in reasonable fear of physical or emotional harm, or (C) infringes on the rights or opportunities of an individual at school.

The revised definition of “bullying,” however, retains the current statutory language confirming that bullying includes, but need not be limited to:

a written, oral or electronic communication or physical act or gesture based on any actual or perceived differentiating characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity or expression, socioeconomic status, academic status, physical appearance, or mental, physical, developmental or sensory disability, or by association with an individual or group who has or is perceived to have one or more of such characteristics.

Notably, the Act removes the explicit requirements within the current definition of bullying that both the alleged perpetrator and alleged victim be students attending school in the same school district. Additionally, the Act removes the current requirement that the Act be “repetitive” in nature and instead establishes a new, hostile environment harassment-like standard by requiring that the Act be “severe, persistent and pervasive.”

Section 3 also amends the requirements for safe school climate plans required for each board of education. Currently, safe school climate plans must require a school to notify the parent or guardian of both students who commit verified acts of bullying and students who were victims of such acts within forty-eight hours after completing its bullying investigation. Section 3 expands this requirement to specify that such notice to parents or guardians must include (a) notice of the results of the bullying investigation and (b) verbal and email (if the parent’s or guardian’s email address is known) notice to the parents or guardians that they may refer to the plain language explanation of the rights and remedies available under the Conn. Gen. Stat. § 10-4b complaint process published on the district’s website.

Again, as noted above, the effective date for the new and revised statutory terms and new requirements for safe school climate plans is July 1, 2021. Therefore, districts are not required to revise their safe school climate plans or bullying policies immediately.

Finally, Section 5 of the Act, effective July 1, 2019, requires that each local and regional board of education, in consultation with SDE and the advisory collaborative, provide on the Department’s website training materials to school administrators regarding the prevention of and intervention in discrimination against and targeted harassment of students based on such students’ (1) actual or perceived differentiating characteristics, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity or expression, socioeconomic status, academic status, physical appearance or mental, physical developmental or sensory disability, or (2) association with individuals or groups who have or are perceived to have one or more of such characteristics.

Public Act 19-166 raises numerous questions about how boards of education will implement these new

requirements as they become effective. This is particularly true with respect to the new definition of bullying that seems to lack any clarity with respect to the limits of school districts' obligations or authority to address conduct by individuals who may or may not be students, let alone have a connection to the district.

Importantly, as referenced above, the statutory definitions and many of the other school district obligations (with the exception of the requirement for training materials regarding discrimination required by Section 5) are not effective for the 2019-2020 school year. Based on the work of the advisory collaborative and other factors, it is possible that the General Assembly will further amend these provisions before they take effect. Nevertheless, school and district leaders should be aware of and appropriately prepare for the requirements that, at least at this point, will become effective in the near future.

Firm Graduation Date

Section 10-16/ of the Connecticut General Statutes had permitted boards of education to set a firm graduation date that fell no earlier than the 185th day noted in the school calendar adopted for that year, but also permitted boards to set a firm graduation date on or after April 1 that, at the time of its establishment, provided for at least 180 days of school. Effective July 1, 2019, **Public Act 19-195** amends Conn. Gen. Stat. § 10-16/ to permit boards to establish a firm graduation date at any time during the school year, provided that the date chosen falls no earlier than the 180th day noted in the school calendar adopted for that year.

Fast Track Tenure in Priority School Districts

Since 2010, a certified teacher or administrator employed in a priority school district could attain

tenure after 10 months of employment in the priority school district if the individual previously attained tenure with another local or regional board of education in Connecticut or another state. Effective July 1, 2019, Section 2 of **Public Act 19-139** repeals such expedited tenure provision. As a result, teachers and administrators employed in priority school districts will be subject to the same tenure provisions as other certified staff.

School Security and Safety

Since 2014, the Department of Emergency Services and Public Protection ("DESPP") has been required to develop school security and safety plan standards in consultation with SDE. Beginning with the 2014-2015 school year, boards of education have been required to develop and update school security and safety plans for the district and/or each school within the district.

Section 1 of **Public Act 19-52** requires DESPP, in consultation with SDE, to reevaluate and update the school security and safety plan standards by January 1, 2020, and every three years thereafter. SDE is further required to distribute such standards to all public schools within the state. As discussed below, **Public Act 19-184** separately requires DESPP to revise the school security and safety plan standards by October 1, 2019 to include provisions relating to emergency communication plans for students with hearing impairments.

In addition, Section 2 of the Act requires DESPP to seek ways to simplify the documentation required by boards of education to comply with school safety and security reporting requirements. Such required documentation currently includes the school's security and safety plan, as well as annual reports regarding fire and crisis response drills. By January 1, 2020, DESPP must submit a report identifying the key components

of such documentation and outlining how the department will simplify the required documentation. DESPP will then implement the new requirements for documentation not later than July 1, 2020. A similar provision, with the same timelines, requires DESPP and the School Safety Infrastructure Council to seek ways to simplify the documentation required for applicants of the school security infrastructure competitive grant program.

Lastly, Section 3 of the Act, effective October 1, 2019, requires DESPP to develop criteria to identify qualified school security consultants operating in Connecticut to include on its registry of such consultants, which, under current law, must be updated at least annually and must be publicly available.

School Police and Federal Immigration Authorities

Public Act 19-20, effective October 1, 2019, revises the responsibilities of state law enforcement and defines such responsibilities for school police or security departments with respect to federal immigration authorities, including the United States Immigrations and Customs Enforcement and the United States Customs and Border Protection. For the purposes of this Act, school police or security departments mean any police or security department of the constituent units of the state system of higher education, a public school or a local or regional school district.

Specifically, Section (b)(1)(A) provides that no school police or security department within a public school is permitted to arrest or detain an individual pursuant to a civil immigration detainer (a request from a federal immigration authority to detain or facilitate the arrest of an individual) unless the detainer is accompanied by a warrant issued or signed by a judicial officer.

In addition, Section (b)(1)(B) prohibits public school police or security departments from expending or using time, money, facilities, property, equipment, personnel or other resources to communicate with a federal immigration authority regarding the custody status or release of an individual targeted by a civil immigration detainer.

Furthermore, public school police or security departments may not arrest or detain an individual based on an administrative warrant (which is a warrant issued by a federal immigration enforcement agent, rather than by a judicial officer); give a federal immigration authority access to interview an individual who is in the custody of a law enforcement agency; or perform any function of a federal immigration authority.

Operations Relating to Special Education and Students with Disabilities

Public Act 19-184 makes several changes to current laws related to the provision of special education.

Section 1 of the Act, effective July 1, 2019, prohibits administrators from disciplining or retaliating against any staff members for communications about student programming at planning and placement team (“PPT”) meetings. Specifically, the Act provides that, “no local or regional board of education shall discipline, suspend, terminate, or otherwise punish any member of a [PPT] who discusses or makes recommendations concerning the provision of special education and related services for a child during a [PPT] meeting for such child.”

Section 3, also effective July 1, 2019, requires that the Section 504 plan for a student who is deaf or hard of hearing must include a language and communication plan. Language and communications plans for

students with Individualized Education Programs who are deaf or hard of hearing have been required since 2012. In addition, Section 3 of the Act requires that the language and communication plan for a student with an IEP or Section 504 plan must address an *emergency communication plan* that includes procedures for alerting the child of an emergency situation and ensuring that the child's specific needs are met during the emergency situation.

Section 4 requires the DESPP, in consultation with SDE, to revise the school security and safety plan standards to include provisions relating to emergency communication plans by October 1, 2019. In addition, by January 1, 2020, districts must revise their school security and safety plans to include provisions relating to emergency communication plans.

Section 5 similarly requires the School Safety Infrastructure Council to include provisions relating to emergency communication plans in the criteria for school building projects by October 1, 2019.

Section 7, effective July 1, 2019, adds a requirement to electronically notify parents and guardians upon the identification of a student as gifted and talented. The notice must include (1) an explanation of how such student was identified as gifted and talented, and (2) the contact information for (A) the employee at the school responsible for gifted and talented students, or, if there is no such employee, the special education director; (B) the employee at SDE designated as responsible for providing such information; and (C) any associations in the state that provide support to gifted and talented students.

Section 8, effective July 1, 2019, explicitly provides that a local educational agency ("LEA") in which a student resides must pay the costs of services for students with Section 504 plans who attend interdistrict magnet

schools in the same manner as LEAs pay for special education, except such costs are not eligible for excess cost grants. Mirroring the special education provisions, the Act further indicates that magnet schools are responsible for ensuring full-time students with Section 504 plans receive the services in their Section 504 plans.

Section 10, effective July 1, 2019, provides that any private provider of special education services that has entered into a contract with an LEA must inform the LEA of: (1) all complaints received against such private provider concerning the mistreatment of students receiving special education services from the provider; (2) the resolution or outcome of such complaints and any corrective action taken as a result of such complaints; and (3) any programming or service changes for students under the jurisdiction of the LEA as a result of a complaint. Lastly, the Act creates two working groups and requires one study. The first working group is charged with studying issues related to the provision of special education during the period after birth-to-three and before kindergarten. The second working group, established within SDE, will develop language assessments for students identified as deaf, hard of hearing, or both blind or visually impaired and deaf. Third, the IEP Advisory Council will conduct a study concerning the authorization of private therapists to provide special education and related services directly to students at school during the regular school day.

Guidelines for a Comprehensive School Counselor Program

Public Act 19-63 requires the State Board, in collaboration with a statewide association that represents school counselors, to adopt guidelines for a comprehensive school counseling program by July 1, 2020. The guidelines are intended to ensure that all students have access to a comprehensive school

counseling program that provides academic, social-emotional, and post-secondary and career readiness programming by a certified school counselor with adequate training. The State Board will publish the guidelines on SDE's website.

Domestic Violence Services and Resources

Public Act 19-146 requires the Judicial Branch's Office of Victim Services to compile information on domestic violence victim services and resources by December 1, 2019 and to provide that information to SDE. SDE, in turn, is then required to publish the information on its website by January 1, 2020 and to publish any necessary revisions to the information. Beginning with the 2020-2021 school year, and each school year thereafter, SDE must disseminate this information to local and regional boards of education on an annual basis. Correspondingly, boards of education will be required to provide such information to (1) any student or parent or guardian of a student who expresses to a school employee that such student, parent or guardian or a person residing with such student or parent or guardian does not feel safe at home due to domestic violence, and to (2) a parent or guardian of a student who authorizes the transfer of such student's educational records to another school.

Paid Family and Medical Leave

Public Act 19-25 creates the Family and Medical Leave Insurance ("FMLI") program to provide wage replacement benefits to certain employees taking leave for reasons allowed under the state's Family and Medical Leave Act ("FMLA"), which the Act also amends, or the family violence leave law. It will provide employees with up to twelve weeks of FMLI benefits over a twelve-month period. Also available will be two additional weeks of benefits for a serious

health condition that results in incapacitation during pregnancy.

With respect to public schools, the Act excludes a local or regional board of education from the definition of "employer." However, certain "covered public employees" will be eligible for these benefits. "Covered public employee" includes a member of a collective bargaining unit whose union negotiates into the FMLI program under the Municipal Employee Relations Act and the Teacher Negotiation Act. If a board of education negotiates inclusion in the FMLI program for members of a collective bargaining unit, "covered public employee" also means an individual who is employed by such board of education and who is not in a bargaining unit.

Under the Act, benefit-eligible employees will be those "covered public employees," who earned at least \$2,325 during their highest earning quarter within their base period (the first four of the five most recently completed quarters). In addition, the employees must have worked for their employer in the previous 12 weeks.

The program is funded by employee contributions, with collections beginning in January 2021. The Paid Family and Medical Leave Insurance Authority, which the Act creates, must annually determine the employee contribution rate, which cannot exceed 0.5%. The Act also caps the amount of an employee's earnings subject to contributions at the same amount of earnings subject to Social Security taxes (currently \$132,900). A covered employee's weekly benefits under the program are generally calculated as 95% of his or her average weekly wage, up to 40 times the state minimum wage, plus 60% of his or her average weekly wage that exceeds 40 times the minimum wage, with total benefits capped at 60 times the minimum wage.

Alternatively, employers can provide benefits through a private plan, which must provide their employees with at least the same level of benefits under the same conditions and employee costs as the FMLI program. Private plans must meet certain requirements for approval, and employees covered by an employer's private plan do not have to contribute to the FMLI program.

Duration of DCF Investigations

Section 2 of **Public Act 19-120**, effective July 1, 2019, modifies the deadlines for DCF child abuse and neglect investigations from forty-five calendar days to thirty-three business days.

Instruction in Culturally Responsive Pedagogy

Public Act 19-100, effective July 1, 2019, expands the required professional development training required by Conn. Gen. Stat. § 10-148a and in-service training required by Conn. Gen. Stat. § 10-220a to include culturally responsive pedagogy and practice.

MISCELLANEOUS STATUTORY CHANGES AFFECTING SCHOOLS:

Minimum Budget Requirement

Section 271 of **Public Act 19-117**, effective July 1, 2019, extends the requirements of the Minimum Budget Requirement ("MBR") to the fiscal years ending June 30, 2020 and June 30, 2021. This section of the Act also revises the existing MBR rule which allows towns to reduce their educational appropriations below the level necessary for MBR compliance

when the school district experiences a decline in its resident student population. Now, a town may reduce its budgeted appropriation for education if the school district experienced a decline in its resident student population in any of the prior five fiscal years, provided that the town can only use each year-to-year decline as the basis for a reduction in its educational appropriations once. Such reductions in appropriations based on declining student enrollment are also no longer subject to a statutory cap. The reauthorized MBR statute maintains each of the other existing categories of allowances for reductions in educational appropriations, but it adds clarifying examples of the types of cost savings measures that will be considered for approval by the Commissioner of Education.

Section 288 of Public Act 19-117, effective July 1, 2019, alters the penalty for MBR violations during the fiscal year ending June 30, 2019. Section 10-262i of the Connecticut General Statutes requires towns who violate the MBR to forfeit two dollars for every dollar of their funding shortfall. The statute requires the forfeiture of such amount by the town during the second year after the violation. This section of Public Act 19-117 halves the penalty for violations which occurred during the fiscal year ending June 30, 2019. It also allows for towns who committed violations during the fiscal year which ended June 30, 2019 to avoid a penalty altogether by appropriating additional funding to the board of education in the amount of the shortfall during the current fiscal year.

Finally, Section 250 of Public Act 19-117, effective July 1, 2019, requires SDE to compile an MBR calculation worksheet for each board of education. SDE must provide the worksheet the appropriate board of education and make it available on SDE's website.

Nonlapsing Accounts for Unexpended Funds

Section 285 of **Public Act 19-117**, effective July 1, 2019, increases the permissible amount of unexpended funds from the prior fiscal year's budgeted appropriation for education that a town may deposit into a nonlapsing account from one percent (1%) to two percent (2%) of the total budgeted appropriation for education for that prior fiscal year. The Act now clarifies that expenditures from such accounts may only be made for educational purposes and must be authorized by the local board of education of the town.

Quarterly Reports on Expenditures and Revenues

Effective July 1, 2019, Section 290 of **Public Act 19-117** establishes a new requirement that local and regional boards of education must, on a quarterly basis, post the board's current and projected expenditures and revenues on its website and submit a copy of such information to the legislative body of the municipality (or board of selectmen). This requirement is effective for the 2019-2020 fiscal year.

Municipal and Regional School District Audits

Each municipality and regional school district must have its financial statements audited at least once every year by an independent auditor. The statutes expressly authorize the Office of Policy and Management ("OPM") to review those audit reports on a biennial basis and to report any evidence of fraud or embezzlement to the State's Attorney's Office. OPM is also required to prepare a report and submit it to the municipality or regional school district whenever review

of the audit results in (1) findings of unsound or irregular financial practice or (2) if the audit was not conducted in compliance with statutory requirements. The report must include detailed findings and recommendations for corrective action. Effective July 1, 2019, Section 1 of **Public Act 19-193** will now require that upon receipt of such a report by the chief executive officer of a municipality or the superintendent of schools for the regional school district, such individual shall attest to and explain the secretary's findings and submit a written plan for corrective action to OPM.

MARB Review of Collective Bargaining Agreements

Current law expressly authorizes the Municipal Accountability Review Board ("MARB") to have the same opportunity and authority to approve or reject municipal or board of education collective bargaining agreements for designated tier III municipalities as are provided to the legislative body of the municipality. Effective July 1, 2019, Section 5 of **Public Act 19-193** clarifies that this opportunity and authority for MARB to review agreements reached by boards of education in tier III municipalities referred to MARB on or after January 1, 2018 includes agreements with non-certified bargaining units that do not otherwise require municipal approval. The board of education must submit such negotiated agreements to MARB within fourteen days of reaching an agreement and MARB will have thirty days to act upon the agreement.

Minority Teacher Recruitment and Retention

Public Act 19-74 contains a number of provisions aimed at increasing minority teacher recruitment and retention. Section 1 of Public Act 19-74 requires that for the 2020-2021 school year, and each year thereafter, the Minority Teacher Recruitment Policy

Oversight Council must develop and implement strategies and use existing resources to ensure at least 250 new minority teachers and administrators, of which at least 30% are men, are hired by boards of education each year.

Changes effective July 1, 2019 include the following: Section 2 requires the Commissioner of Education to establish educator certification reciprocity agreements with education officials for each state. If the commissioner is unable to establish a reciprocity agreement, the commissioner may establish or join an interstate agreement.

Section 3 permits a satisfactory, rather than an excellent, score to be substituted for a subject area assessment for certification requirements for a subject shortage area.

Section 4 extends the teacher mortgage assistance program to certified teachers who graduated from public high school in an educational reform district, an historically black college or university, or a Hispanic-serving institution.

Section 5 creates an additional category under Conn. Gen. Stat. § 10-183v(b) for the reemployment of retired teachers receiving retirement benefits for up to one full school year for such retired teachers who graduated from the above-listed schools.

Section 6 revises certain teacher certification requirements such that the State Board shall issue an initial educator certificate to any person who holds a bachelor's degree or an advanced degree from an institution of higher education that is regionally accredited or has received an equivalent accreditation. Section 7 removes the requirement to complete subject matter assessments after the expiration of a valid teaching certificate in certain instances. In particular,

subject matter assessments are not required if the person either (A) successfully completed at least three years of teaching experience under a valid teaching certificate in the past ten years in such endorsement area, or (B) holds a master's degree or higher in the subject area for which such person is seeking renewal or advancement. Similarly, any person who has previously achieved a satisfactory evaluation on an approved subject area assessment for a teaching certificate that has expired will not be required to take the current subject matter assessment, provided the Commissioner of Education determines the requirements are at least equivalent.

In addition, Section 262 of **Public Act 19-117**, effective July 1, 2019, creates a minority educator loan reimbursement grant for the 2019-2020 fiscal year ending June 30, 2020, and for each fiscal year thereafter, through the Office of Higher Education. This grant is available to minority educators who hold a professional certification and are employed as certified staff by a board of education. As clarified by, Section 263 of Public Act 19-117, this loan reimbursement grant will be a part of the larger minority teacher incentive program established under Conn. Gen. Stat. § 10-168a and replaces a previous loan reimbursement program.

Pilot Program for Advanced Manufacturing Certificate

Public Act 19-103 requires that the Board of Regents for Higher Education ("BOR") create a pilot program by January 1, 2020 that establishes an advanced manufacturing certificate program in one public high school in Connecticut per year. The Act further requires the BOR to (1) develop an application process and selection criteria for interested local and regional boards of education and (2) explore funding for the program. The criteria developed must give priority to (a)

areas of the state where there is a need for a workforce trained in advanced manufacturing, (b) economically distressed municipalities, (c) areas where residents do not have access to such programs within close proximity to their homes and (d) areas of the state where there is sufficient space in a public high school to operate such programs. Provided that the local or regional board of education selected to participate in the pilot program agrees, the Act additionally permits the BOR to collaborate with independent institutions of higher education that offer a manufacturing certificate program to operate the program at the local public high school.

Local and regional boards of education may apply to participate separately or jointly with other boards of education in their surrounding areas. Those wishing to participate in the pilot program will need to apply in a manner and form prescribed by the BOR and, if selected, will be required to enter into a memorandum of understanding with the BOR with concerning details of the program.

Beginning in the fall semester of 2020, each advanced manufacturing certificate program must enroll:

- (1) public high school students in grades eleven and twelve with the goal of simultaneously earning high school and college credits and an advanced manufacturing certificate while enrolled in high school, and
- (2) adults (upon approval by the local or regional board of education) to take classes at the high school location during evening and weekend hours with the goal of earning an advanced manufacturing certificate.

The BOR must evaluate the operation and effectiveness of the pilot program and provide a report and recommendations to the General Assembly by January 1, 2021.

Task Force to Analyze Laws Governing Dyslexia Instruction and Training

Over the past several years, the legislature has passed various statutes concerning dyslexia training and instruction. For example, in 2015, Public Act 15-97 added the detection and recognition of dyslexia and evidence-based structured literacy interventions to the list of required topics addressed in required in-service training programs for certified staff. In 2016, Public Act 16-92 provided that any person seeking a remedial reading, remedial language arts or reading consultant endorsement must have completed a program of study in the diagnosis and remediation of reading that includes instruction and practicum hours in the detection of, and interventions for, students with dyslexia. In 2017, Public Act 17-3 added candidates for a comprehensive special education or integrated early childhood and special education endorsement to the list of those required to complete such a program of study.

This year, **Special Act 19-8** establishes a task force to analyze and make recommendations on issues relating to the implementation of laws governing dyslexia instruction and training. Part of the analysis for the task force will include whether current in-service training and professional development models are appropriate to provide teachers with the knowledge and understanding to meet the needs of dyslexic students. Additionally, the task force may make recommendations on the components needed to assist and identify students at risk for dyslexia and whether reporting screening data for all school districts would be beneficial. By January 1, 2021, the task force will submit a report on its findings and recommendations to the appropriate committees within the General Assembly.

Study Regarding Regional Cooperation

Section 6 of **Public Act 19-91**, effective from passage, requires SDE to conduct a study concerning the authorization of towns and cooperative arrangements under Conn. Gen. Stat. § 10-158a to be considered a local education agency for purposes of regional cooperation, maximization of efficiencies and cost-savings, without establishing a regional school district. The study is due by January 1, 2020.

Healthy and Balanced Living Curriculum Framework

Section 7 of **Public Act 19-91**, effective from passage, calls for SDE to update, by January 1, 2020, the comprehensive school health education component of the Health and Balanced Curriculum Framework to include sexual harassment and assault, adolescent relationship abuse and intimate partner violence, human trafficking and commercial sexual exploitation.

School Governance Council Member Terms Limits

Public Act 19-91, July 1, 2019, revises Conn. Gen. Stat. § 10-223j to provide that members of a school governance council may serve up to four two-year terms, rather than the previous limit of two terms.

After School Program Grants

Local and regional boards of education may biennially apply to SDE for an “after school program grant” to support after school educational, enrichment and recreational programs for students in grades K-12. Section 248 of **Public Act 19-117** establishes a new requirement, effective for the 2019-2020 fiscal year and each fiscal year thereafter, that SDE award a minimum of 10% of the appropriated funds to municipalities

or local or regional boards of education with a total population of 7,500 or fewer. The Act, however, further provides that any funds not awarded to those municipalities or boards of education by October 15th of each fiscal year may be awarded to any municipality or local or regional board of education. For the 2019-2020 fiscal year and each fiscal year thereafter, grant recipients may expend funds for transportation purposes as part of the after school program.

Uniform Chart of Accounts

Current law requires school districts to annually report school revenues and expenditures to OPM and SDE. Such reports must be filed in accordance with the Uniform Chart of Accounts (“UCOA”) developed by SDE and the Accounting Manual for Municipalities developed by OPM. Effective July 1, 2019, **Public Act 19-117** requires that the UCOA include amounts of federal impact aid received by the school district.

Youth Bureau Grant Program

SDE had been responsible for administering the youth service bureau grant and the enhancement grant programs. Effective July 1, 2019, Sections 251-256 of **Public Act 19-117** transfer that responsibility to DCF.

Technical Education and Career System

Sections 273-284 of **Public Act 19-117** delay by two years the implementation of legislation regarding the transition of the Technical Education and Career System to an independent agency.

School Building Projects

July Special Session Public Act 19-1 makes several revisions to statutes specifically related to school

construction grant projects. One notable change, effective immediately, is a new requirement that a school building committee established by a town or regional school district for a school building project must include at least one member who has experience in the construction industry. The Act also extends the authority of the state to authorize emergency approval of construction grants to projects related to school security projects. The Act further makes adjustments to the reimbursement rates currently available to diversity schools and provides diversity schools an opportunity to obtain an additional 10% reimbursement. Lastly, the Act makes several revisions to certain contracting requirements for architectural, construction management and consultant services related to construction projects that are effective July 1, 2020.

Teachers Retirement System Contributions

Public Act 19-73, effective October 1, 2019, revises the definition of “contributions” in Conn. Gen. Stat. § 10-183b, the teachers’ retirement system statute. Beginning January 1, 2020, mandatory contributions will continue to consist of 7% regular contributions and 1.25% health contributions, except that no health contributions will be required for an employee of

the state that (A) has completed the vesting service necessary to receive health benefits provided to retired state employees, and (B) does not participate in any group health insurance plans maintained for retired teachers. The bill does not affect any other obligations of state employees to contribute to the state’s retiree health care trust fund.

Additional Registration for Carriers Transporting Students

Section 7 of **Public Act 19-119** provides that, as of October 1, 2019, each carrier engaged in the transportation of students must register with the Commissioner of Motor Vehicles in a manner determined by the commissioner. Registration must include the carrier’s name, address, and the name of the employee or agent assigned to review the semimonthly DMV reports concerning the status of the licenses and endorsements of the carrier’s drivers. A carrier must file amendments to the registration report regarding any material change in information within thirty calendar days after the carrier knows or reasonably should know of the change. Failure to comply with this new registration requirement subjects the carrier to civil penalties ranging from \$1,000 to \$2,500.

These materials have been prepared by Shipman & Goodwin LLP for informational purposes only. They are not intended as advertising and should not be considered legal advice. This information is not intended to create, and receipt of it does not create, a lawyer-client relationship. Viewers should not act upon this information without seeking professional counsel. © 2019 Shipman & Goodwin LLP. One Constitution Plaza, Hartford, CT 06103.