

**NEW MILFORD BOARD OF EDUCATION**  
**New Milford Public Schools**  
**50 East Street**  
**New Milford, Connecticut 06776**

**BOARD OF EDUCATION**  
**SPECIAL MEETING NOTICE**

<b>DATE:</b>	<b>June 7, 2022</b>
<b>TIME:</b>	<b>7:30 P.M.</b>
<b>PLACE:</b>	<b>Sarah Noble Intermediate School Library Media Center</b>

**AGENDA**

**New Milford Public Schools Mission Statement**

The mission of the New Milford Public Schools, a collaborative partnership of students, educators, family, and community, is to prepare each and every student to compete and excel in an ever-changing world, embrace challenges with vigor, respect and appreciate the worth of every human being, and contribute to society by providing effective instruction and dynamic curriculum, offering a wide range of valuable experiences, and inspiring students to pursue their dreams and aspirations.

**1. CALL TO ORDER**

A. Pledge of Allegiance

**2. RECOGNITION**

A. NMPS Retirees: Nancy Alexander, Susan Brofford, Carol Couch, Heidi Fair, Linda Hurley, Mary Lavoie, Joseph Raps

**3. PUBLIC COMMENT**

An individual may address the Board concerning any item on the agenda for the meeting subject to the following provisions:

- A. A three-minute time limit may be allocated to each speaker with a maximum of twenty minutes being set aside per meeting. The Board may, by a majority vote, cancel or adjust these time limits.
- B. If a member of the public comments about the performance of an employee or a Board member, whether positive, negative, or neutral, and whether named or not, the Board shall not respond to such comments unless the topic is an explicit item on the agenda and the employee or the Board member has been provided with the requisite notice and due process required by law. Similarly, in accordance with federal law pertaining to student confidentiality, the Board shall not respond to or otherwise discuss any comments that might be made pertaining to students.

**4. PTO REPORT**

**5. STUDENT REPRESENTATIVES' REPORT**

**6. APPROVAL OF MINUTES**

- A. Approval of the following Board of Education Meeting Minutes
  - 1. Regular Meeting Minutes May 17, 2022
  - 2. Special Meeting Minutes May 24, 2022, 5:30 PM
  - 3. Special Meeting Minutes May 24, 2022, 6:30 PM
  - 4. Special Meeting Minutes June 2, 2022

**7. SUPERINTENDENT'S REPORT**

**8. BOARD CHAIRMAN'S REPORT**

**9. DISCUSSION AND POSSIBLE ACTION**

- A. Exhibit A: Personnel – Certified, Non-Certified Appointments, Resignations and Leaves of Absence dated June 7, 2022
- B. Monthly Reports
  - 1. Budget Position dated May 31, 2022
  - 2. Purchase Resolution: D-759

3. Request for Budget Transfers
- C. Bid Awards
  1. Food and Nutrition Services - Milk
  2. Food and Nutrition Services - Frozen Dessert
- D. Grant Approvals
  1. Career and Technical Education Secondary Supplemental Enhancement Grant 2022
  2. Special Education Stipend Grant
- E. Food and Nutrition Services Breakfast and Lunch Price Increases
- F. Authorized Signature Change Request
- G. Twin Lakes Contract Hours
- H. Policies for Approval:
  1. 3440 Inventories
  2. 3450 Monies in School Buildings
  3. 3451 Petty Cash Funds
  4. 4118.112/4218.112 Sexual and Other Unlawful Harassment
- I. Policies for Second Review:
  1. 3453 School Activity Funds
  2. 3453.1 Unexpended Class Funds
- J. Recommendation and Approval for Designee of Superintendent of Schools
- K. Authorization for the Superintendent to accept resignations and make appointments from June 8, 2022 through September 20, 2022
- L. Authorization for the Superintendent to purchase budgeted instructional materials, COVID-19 related materials, and other supplies, equipment and services from June 8, 2022 through September 20, 2022
- M. End of Year Balance 2021-22
- N. Five Year Capital Plan

#### **10. ITEMS FOR INFORMATION AND DISCUSSION**

- A. Regulations for Review:
  1. 4111.1/4211.1 Procedures for Employee Complaints of Discrimination
  2. 4118.112/4218.112 Sexual and Other Unlawful Harassment
  3. 4118.113/4218.113 Title IX Sexual Harassment
  4. 5145.7 Procedures for Reports and Complaints of Sexual Harassment by Students
- B. Annual Emergency Preparedness Report
- C. Annual Wellness Report
- D. Annual Report of the John J. McCarthy Observatory
- E. Annual Food and Nutrition Services Report
- F. Energy Program Update
- G. Cyber Security Update
- H. ECF Grant
- I. Base Technology Copier Contract Update
- J. Excess Cost
- K. Transportation Update

#### **11. DISCUSSION AND POSSIBLE ACTION**

- A. Discussion and possible approval of the employment and salary of the Technology Director, Substance Abuse Counselor, Assistant Superintendent, Human Resources Director, Director of Fiscal Services and Operations, Food Services Director, Systems Analyst, Account Data Specialist, Network Administrator, Accounting Manager, Facilities Director, Assistant Facilities Director, Administrative Assistant to the Superintendent, Adult Education Facilitator, and Board Certified Behavior Analyst. Executive Session is anticipated. The Board may take action when it returns to public session.

#### **12. ADJOURN**

New Milford Board of Education  
 Regular Meeting Minutes  
 May 17, 2022  
 Sarah Noble Intermediate School Library Media Center

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Present:	Mrs. Wendy Faulenbach Mr. Eric Hansell Mr. Brian McCauley Mrs. Tammy McInerney Mr. Tom O'Brien Mrs. Olga I. Rella Mrs. Leslie Sarich Mr. Keith A. Swanhall Jr.
Absent:	Mr. Pete Helmus

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Also Present:	Ms. Alisha DiCorpo, Superintendent of Schools Ms. Holly Hollander, Assistant Superintendent Ms. Rebecca Adams, Human Resources Director Mrs. Laura Olson, Director of Pupil Personnel and Special Services Mr. Anthony Giovannone, Director of Fiscal Services and Operations Mr. Matthew Cunningham, Facilities Director Mr. Nestor Aparicio, Assistant Facilities Director Mr. Jeffrey Turner, Technology Director Mrs. Anne Bilko, Sarah Noble Intermediate School Principal Mr. Raymond Manka, New Milford High School Principal Mr. Eric Williams, Hill and Plain Elementary School Principal Nicholas Carroccio, Student Representative Ishaani Pradeep, Student Representative Mrs. Sandra Sullivan, Food and Nutrition Services Director Ms. Rebekka Rosen, New Milford High School Music Teacher
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1. A.	<b>Call to Order</b> <b>Pledge of Allegiance</b>  The regular meeting of the New Milford Board of Education was called to order at 7:00 p.m. by Mrs. Faulenbach. The Pledge of Allegiance immediately followed.	<b>Call to Order</b> <b>A. Pledge of Allegiance</b>
2. A.	<b>Recognition</b>  <b>NMPS Stars of the Month: Lisa Lee, Katelynn Oviatt, Tracy Rossitto, Kristin Saplio, Megan Sylvester</b>	<b>Recognition</b>  <b>A. NMPS Stars of the Month: Lisa Lee, Katelynn Oviatt, Tracy Rossitto, Kristin Saplio, Megan</b>

	<ul style="list-style-type: none"> <li>Ms. DiCorpo congratulated the monthly “Stars” and read the comments submitted by the person who nominated them.</li> <li>Mrs. Faulenbach added congratulations on behalf of the Board.</li> </ul>	Sylvester
3.	<b>Public Comment</b> <ul style="list-style-type: none"> <li>Mr. and Mrs. Wheeler said they are new to New Milford and have been told by their neighbors that the bus used to stop at their driveway. It does stop at other neighbors’ driveways. They would like the same courtesy.</li> <li>Mrs. Faulenbach said public comment is not a dialogue with the Board but since the Wheelers are new, she would like them to know that this is not the forum for bus stop change requests. There is a process though and she will have administration reach out to advise them how to proceed going forward.</li> </ul>	Public Comment
4.	<b>PTO Report</b> <ul style="list-style-type: none"> <li>Mrs. Byrd reported for the PTO.</li> <li>Townwide: The TWPTO is still running a clothing drive for the scholarship fund - clothes and shoes are accepted. The dropoff bin is in front of the JP Community Center and will be there through May 31st. This year, 11 deserving New Milford seniors will each receive a \$1,000 scholarship from the PTO.</li> <li>Grad Party: The banners on the green for the graduating seniors will be going up soon. The last meeting for the event will be on 6/6 in the NMHS Staff lounge.</li> <li>NMHS: The High School had their first field day today. The PTO provided water and ice pops for the event. They also handed out green and white spirit pom poms to all the students. The senior picnic is this Thursday and the NMHS PTO will be providing breakfast sandwiches and dessert</li> </ul>	PTO Report



	<p>items for the event.</p> <ul style="list-style-type: none"> <li>• SMS: Flamingo Flocking is still available through the end of the month. For a nominal fee, you can have a friend's yard flocked as long as they live in New Milford. Lawn signs for graduating 8th graders were sold and you now may see them popping up in your neighbors' yards.</li> <li>• SNIS: The SNIS PTO Booster-Thon ended with a fun run last Friday, 5/13. The students raised over \$16,000 and everyone had a great time participating in the daily activities that helped with character building and boosting the morale of all the students.</li> <li>• NES: The PTO will be holding a Tasty Waves fundraiser on 5/18 - 10% of the day's profits will be donated to the NES PTO. Second grade send off will be held on 6/8 with a rain date of 6/9. A bouncy course and a dunk tank are on the agenda for that day. The NES PTO is still looking for some Board members, including a president, for next year.</li> <li>• HPS: The PTO's ice cream social that was being held with the school's art show was moved from 5/6 to 5/27. A Bubblemania assembly took place on 5/11 for all grades. The HPS PTO's 2nd grade send off will have a magic theme and all 2nd graders will receive a t-shirt.</li> <li>• Mrs. Faulenbach thanked the PTO for all their support.</li> </ul>	
5.	<p><b>Student Representatives' Report</b></p> <ul style="list-style-type: none"> <li>• Ishaani Pradeep and Nicholas Carroccio, student representatives, reported on happenings in the schools this month.</li> <li>• NES: Future kindergarten students enjoyed their Mini-k experience held for four consecutive Wednesdays. They have begun their ABC Countdown at Northville. Each day they have a different experience - for example: E for exercise day and H for hat day. The week of</li> </ul>	<p><b>Student Representatives' Report</b></p>

May 2nd was Teacher Appreciation Week - the staff would like to thank the Northville PTO for the delicious lunch and snacks. Emma, a 2nd grade student, won the Principal for a Day from the Spring PTO auction. Emma had a busy day doing observations, lunch duties, CARES assembly and bus duty. Northville is proud to recognize Ms. Jenna Giudice as Teacher of the Year at Northville. NES had lots of fun events to end the year - including the FrogTown Puppets, Field Day, and the 2nd Grade Send Off. Check out their Twitter feed for all the fun activities at Northville.

- HPS: The annual Ice Cream Social sponsored by the PTO was postponed due to weather until May 27th. This year Art teacher, Mrs. Wheeler and Music teacher, Mrs. Haynes have collaborated with our PTO to also have a Family Arts Night this night as well. HPS is wrapping up their Mini-K Experience tomorrow. On June 1 and 2, 2nd graders will join Northville 2nd graders in visiting Sarah Noble to learn more about 3rd grade and what to expect at a new school. HPS has the annual Field Day scheduled for June 3rd.
- SNIS: They had an exciting month at SNIS with two author visits, Paul Cantone and Dana Meechum Rau, who visited 5th and 4th grade and in 3rd grade, the Tanglewood Marionettes visited our 3rd graders. They are very thankful to the SNIS PTO for supporting these wonderful events for our students! Finally, they were thrilled to host an in person Welcome Event for our incoming 3rd grader. More than 150 families and a lot of excited future students enjoyed getting to know SNIS.
- SMS: There have been several concerts in recent weeks. On 5/4 the Jazz Band and Voices ensemble performed, and on 5/11 the 7th & 8th grade choruses performed at NMHS in the theatre. Still to come is the Orchestra concert on 5/18 and the Grade 6 Chorus on 5/25. The Annual Academic Awards and Recognition

	<p>Presentation was held on Thursday, 5/12. Awards were presented in the areas of academics and citizenship. Additionally, Presidential Awards, recognizing academic excellence, were presented to 8th graders who qualified.</p> <ul style="list-style-type: none"> <li>• NMHS: Events are scheduled for 5/17 - the last wingman day and field day, 5/18-5/19 - Juniors are taking the NGSS test, 5/18 - Senior Banquet at the Candlewood Inn, 5/19 - Senior Picnic at Harrybrooke Park, 5/20 - Senior trip to Six Flags, 5/24 - Health Fair, 5/26 Scholarship and Awards Night, 6/2-6/7 are Senior Final Exams, 6/8-6/12: Underclass Finals and 6/11 is Graduation at the O'Neill Center at 2:00 pm.</li> </ul>	
6.	<p><b>Approval of Minutes</b></p> <p>A. <b>Approval of the following Board of Education Meeting Minutes:</b></p> <p>1. <b>Special Meeting Minutes April 26, 2022</b></p> <p>Mr. McCauley moved to approve the following Board of Education Meeting Minutes: Special Meeting Minutes April 26, 2022, seconded by Mrs. McInerney.</p> <p>The motion passed unanimously.</p> <p>2. <b>Regular Meeting Minutes April 26, 2022</b></p> <p>Mr. O'Brien moved to approve the following Board of Education Meeting Minutes: Regular Meeting Minutes April 26, 2022, seconded by Mr. McCauley.</p> <p>The motion passed unanimously.</p>	<p><b>Approval of Minutes</b></p> <p>A. <b>Approval of the following Board of Education Meeting Minutes:</b></p> <p>1. <b>Special Meeting Minutes April 26, 2022</b></p> <p>Motion made and passed unanimously to approve the following Board of Education Meeting Minutes: Special Meeting Minutes April 26, 2022.</p> <p>2. <b>Regular Meeting Minutes April 26, 2022</b></p> <p>Motion made and passed unanimously to approve the following Board of Education Meeting Minutes: Regular Meeting Minutes April 26, 2022.</p>
7.	<p><b>Superintendent's Report</b></p> <ul style="list-style-type: none"> <li>• Ms. DiCorpo gave the monthly Fundraiser</li> </ul>	<p><b>Superintendent's Report</b></p>

	<p>Report: 14 at NMHS: PTO, German Honor Society, Key Club, National Honor Society (2), Chorus (2), Baseball (2), DECA, Unified Buddies, Class of 2022 and Class of 2024; 4 at SMS: PTO (2), Life Skills Class and Drama Club; and 1 at HPS: PTO.</p> <ul style="list-style-type: none"><li>● Kindergarten enrollment update as of May 2: NES - 113 and HPS - 88. As a reminder, the 2022-23 budgeted projections are NES - 145 and HPS - 126. The majority of enrollments usually happen over the summer months.</li><li>● May 1st was Decision Day nationally, and many of our NMHS seniors wore spirit wear that day celebrating their college of choice.</li><li>● NES/HPS and SNIS had a very well attended 2nd-grade welcome event on Monday, May 9. Over 150 parents were in attendance. All transition meetings have been very well attended.</li><li>● I attended the Teacher of the Year Ceremony at the Bushnell on Tuesday evening to recognize the 2021 (Susan Brofford) and the 2022 (Lisa Montemurro) teachers of the year. It was a beautiful event that recognized two deserving, dedicated teachers.</li><li>● The TOTY committee and I also recognized each building-based teacher of the year by surprising each with a visit to their classroom and the presentation of flowers on Wednesday for TOTY 2022-23. The district-wide TOTY will be announced at Convocation in August. Teachers of the Year by the school are: Katherine Ciparelli-HPS, and Tara Gee-SNIS, Jenna Giudice-NES, Cheryl Reiner-NMHS, and Daniel Savo-SMS.</li><li>● The SMS award ceremony was held on the evening of 5/12. This was another big turnout.</li><li>● Honorable Mentions this month include:</li><li>● Six NMPS students who were winners in the 15th Annual Recycling Billboard Contest of the Housatonic Resources Recovery Authority (HRRRA). There were 1300 entries this year and 52 Regional Winners, with artwork representing</li></ul>	
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	<p>the 2022 theme <i>Recycle Your Food Scraps! Compost!</i>. Congratulations to SNIS student Annabella Davis, SMS student Andrew Antonelli and NMHS students Ava Squeglia, Grace Miller, Kara Murphy and Grace Christian.</p> <ul style="list-style-type: none"> <li>• NMHS Coach Chris Bacich received the SWC Outstanding Coach Award. NMHS students Leah Farrell and Chris Bon Tempo received SWC Leadership Awards. Students Donny Mazzella and Sarah Beck received SWC Unified Sports One Athlete/One Partner Awards.</li> <li>• Congratulations to longtime New Milford wrestling supporter “Coach” Erich (Doc) Doubek on his induction into the CT Wrestling Hall of Fame.</li> </ul>	
8.	<p><b>Board Chairman’s Report</b></p> <ul style="list-style-type: none"> <li>• Mrs. Faulenbach said the budget vote is today. The Board continues to wind down to the end of the year and consideration of motions for close out. They continue to have discussions with the Town regarding insurance.</li> <li>• NMHS graduation is June 11 and for the first time in her tenure, Mrs. Faulenbach is unable to attend since her daughter is graduating the same day. She wants to publicly say how extremely proud she is of all the graduates and wish them well in the future.</li> </ul>	<p><b>Board Chairman’s Report</b></p>
9.	<p><b>Discussion and Possible Action</b></p> <p>A. <b>Exhibit A: Personnel – Certified, Non-Certified Appointments, Resignations and Leaves of Absence dated May 17, 2022</b></p> <p>Mr. Hansell moved to approve Revised Exhibit A: Personnel – Certified, Non-Certified Appointments, Resignations and Leaves of Absence dated May 17, 2022, seconded by Mrs. Sarich.</p>	<p><b>Discussion and Possible Action</b></p> <p>A. <b>Exhibit A: Personnel – Certified, Non-Certified Appointments, Resignations and Leaves of Absence dated May 17, 2022</b></p> <p>Motion made and passed unanimously to approve Revised Exhibit A: Personnel – Certified, Non-Certified Appointments, Resignations and Leaves of Absence</p>

	<p>The motion passed unanimously.</p> <p><b>B. Monthly Reports</b></p> <ol style="list-style-type: none"> <li><b>1. Budget Position dated April 30, 2022</b></li> <li><b>2. Purchase Resolution: D-758</b></li> <li><b>3. Request for Budget Transfers</b></li> </ol> <p><b>Mrs. McInerney moved to approve Monthly Reports: Budget Position dated April 30, 2022, Purchase Resolution D-758, and Request for Budget Transfers, seconded by Mr. Hansell.</b></p> <ul style="list-style-type: none"> <li>Mrs. Faulenbach said there was a lengthy discussion at Operations regarding these reports. She said there will be recommendations regarding motions for end of year balance and capital reserve at the June meeting.</li> <li>Mr. Giovannone said there will be a revised 5 Year Capital Plan at that time as well.</li> </ul> <p>The motion passed unanimously.</p> <p><b>C. Gifts &amp; Donations</b></p> <ol style="list-style-type: none"> <li><b>1. PTO - Exhibit B</b></li> </ol> <p><b>Mr. Hansell moved to accept Gifts &amp; Donations: PTO - Exhibit B in the estimated amount of \$28,774.00, seconded by Mr. McCauley.</b></p> <ul style="list-style-type: none"> <li>Mrs. Faulenbach thanked the PTO for their generosity.</li> </ul> <p>The motion passed unanimously.</p> <p><b>D. Grant Approvals</b></p> <ol style="list-style-type: none"> <li><b>1. Adult Education PEP Grant</b></li> </ol>	<p>dated May 17, 2022.</p> <p><b>B. Monthly Reports</b></p> <ol style="list-style-type: none"> <li><b>1. Budget Position dated April 30, 2022</b></li> <li><b>2. Purchase Resolution: D-758</b></li> <li><b>3. Request for Budget Transfers</b></li> </ol> <p><b>Motion made and passed unanimously to approve Monthly Reports: Budget Position dated April 30, 2022, Purchase Resolution D-758, and Request for Budget Transfers.</b></p> <p><b>C. Gifts &amp; Donations</b></p> <ol style="list-style-type: none"> <li><b>1. PTO - Exhibit B</b></li> </ol> <p><b>Motion made and passed unanimously to accept Gifts &amp; Donations: PTO - Exhibit B in the estimated amount of \$28,774.00.</b></p> <p><b>D. Grant Approvals</b></p> <ol style="list-style-type: none"> <li><b>1. Adult Education PEP Grant</b></li> </ol>
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	<p><b>Mrs. McInerney moved to approve the Adult Education PEP Grant in the amount of \$40,000.00, seconded by Mr. O'Brien.</b></p> <p><b>The motion passed unanimously.</b></p> <p><b>2. IDEA Grant</b></p> <p><b>Mr. McCauley moved to approve the IDEA-611 Grant in the amount of \$920,072.00 and the IDEA-619 Grant in the amount of \$33,878.00, seconded by Mrs. McInerney.</b></p> <ul style="list-style-type: none"> <li>• Mrs. Faulenbach said these grants were presented at Operations and represent a tremendous amount of work.</li> </ul> <p><b>The motion passed unanimously.</b></p> <p><b>E. Bid Awards</b></p> <p><b>1. Septic &amp; Grease Trap Service and Cleaning</b></p> <p><b>Mr. Hansell moved to award the bid for Septic &amp; Grease Trap Service and Cleaning to New Milford Septic for a period of one year, seconded by Mr. McCauley.</b></p> <ul style="list-style-type: none"> <li>• Mrs. Sarich asked how many bidders there have been in the past three or four years. Mr. Giovannone said there has been only one bidder in the past three years. The district does post requests for bids on the website and as a legal notice in the newspaper.</li> </ul> <p><b>The motion passed unanimously.</b></p> <p><b>2. Boiler &amp; Burner Service and Cleaning</b></p> <p><b>Mrs. McInerney moved to award the bid for Boiler &amp; Burner Service and Cleaning to Penn Marr Boiler Cleaning for a period of one year, seconded by Mr. McCauley.</b></p>	<p><b>Motion made and passed unanimously to approve the Adult Education PEP Grant in the amount of \$40,000.00.</b></p> <p><b>2. IDEA Grant</b></p> <p><b>Motion made and passed unanimously to approve the IDEA-611 Grant in the amount of \$920,072.00 and the IDEA-619 Grant in the amount of \$33,878.00.</b></p> <p><b>E. Bid Awards</b></p> <p><b>1. Septic &amp; Grease Trap Service and Cleaning</b></p> <p><b>Motion made and passed unanimously to award the bid for Septic &amp; Grease Trap Service and Cleaning to New Milford Septic for a period of one year.</b></p> <p><b>2. Boiler &amp; Burner Service and Cleaning</b></p> <p><b>Motion made and passed unanimously to award the bid for Boiler &amp; Burner Service and Cleaning to Penn Marr Boiler</b></p>
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	<p>The motion passed unanimously.</p> <p><b>3. OT/PT Services</b></p> <p>Mr. Hansell moved to award the bid for the 2022-23, 2023-24, and 2024-25 school years for occupational therapy services to Integrated Pediatrics and for physical therapy services to Integrated Pediatrics and Debbie Myhill, seconded by Mrs. Sarich.</p> <p>The motion passed unanimously.</p> <p><b>F. Food and Nutrition Services – Exhibit C</b></p> <ul style="list-style-type: none"> <li>• Mrs. Faulenbach referenced the memo which specifies the very specific wording needed for the motions.</li> <li>• Mrs. McInerney asked what the impact is if the motions are not approved.</li> <li>• Mrs. Sullivan said there is funding associated with participation in the program. Approximately 97% of Connecticut schools participate.</li> <li>• Mrs. Rella asked how this affects fundraising.</li> <li>• Mrs. Sullivan said this refers to foods sold to students outside of Food Services during the school day. There are exemptions allowed as well and there will be motions for those.</li> </ul> <p><b>1. Healthy Food Certification Statement</b></p> <p>Mr. O'Brien moved that, pursuant to C.G.S. Section 10-215f, the New Milford Board of Education certifies that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2022, through June 30, 2023. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and</p>	<p>Cleaning for a period of one year.</p> <p><b>3. OT/PT Services</b></p> <p>Motion made and passed unanimously to award the bid for the 2022-23, 2023-24, and 2024-25 school years for occupational therapy services to Integrated Pediatrics and for physical therapy services to Integrated Pediatrics and Debbie Myhill.</p> <p><b>F. Food and Nutrition Services – Exhibit C</b></p> <p><b>1. Healthy Food Certification Statement</b></p> <p>Motion made and passed unanimously that, pursuant to C.G.S. Section 10-215f, the New Milford Board of Education certifies that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut</p>
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<p>from all sources, including but not limited to school stores, vending machines, school cafeterias, culinary programs, and any fundraising activities on school premises sponsored by the school or non-school organizations and groups, seconded by Mr. McCauley.</p> <p>The motion passed unanimously.</p> <p><b>2. Food Certification Exemptions for School Fundraisers</b></p> <p>Mrs. Rella moved that the New Milford Board of Education allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held and must be the same place as the food sales, seconded by Mrs. McInerney.</p> <p>The motion passed unanimously.</p>	<p>Nutrition Standards during the period of July 1, 2022, through June 30, 2023. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to school stores, vending machines, school cafeterias, culinary programs, and any fundraising activities on school premises sponsored by the school or non-school organizations and groups.</p> <p><b>2. Food Certification Exemptions for School Fundraisers</b></p> <p>Motion made and passed unanimously that the New Milford Board of Education allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means</p>
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	<p>where the event is being held and must be the same place as the food sales.</p> <p><b>3. Beverage Certification Exemptions</b></p> <p>Motion made and passed unanimously that the New Milford Board of Education allow the sale to students of beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the beverages are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity. The “school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held and must be the same place as the beverage sales, seconded by Mrs. Sarich.</p> <p>The motion passed unanimously.</p>	
<b>G.</b>	<p><b>Food and Nutrition Services Dietician</b></p> <p>Mr. Hansell moved to approve the position of Nutrition Support Manager, seconded by Mr. McCauley.</p> <ul style="list-style-type: none"> <li>Mrs. Faulenbach said there was discussion at Operations about this position. The job description is robust. It will be funded through the self-sustaining Food Services budget, not through the operating budget.</li> </ul>	<p><b>G. Food and Nutrition Services Dietician</b></p> <p>Motion made and passed unanimously to approve the position of Nutrition Support Manager.</p>

	<p><b>The motion passed unanimously.</b></p> <p><b>H. Policy for Approval</b></p> <p>1. 5121.2 Eligibility for Honor Rolls</p> <p>Mrs. Rella moved to approve policy 5121.2 Eligibility for Honor Rolls, seconded by Mrs. McInerney.</p> <p><b>The motion passed unanimously.</b></p> <p><b>I. Policies for Second Review</b></p> <p>1. 3440 Inventories  2. 3450 Monies in School Buildings  3. 3451 Petty Cash Funds</p> <p><b>J. Policies for First Review</b></p> <p>1. 3453 School Activity Funds  2. 3453.1 Unexpended Class Funds</p> <p>• Mrs. Faulenbach said the policies for second and first review will go back to Policy for additional discussion.</p> <p><b>K. Approval of Curricula</b></p> <p>1. Art - Grade 6  2. Math 8  3. Practical Math: Applications of Measure  4. Practical Math: Applications of Percentage</p> <p>Mrs. Rella moved to approve the following Curricula</p> <p>1. Art - Grade 6  2. Math 8  3. Practical Math: Applications of Measure  4. Practical Math: Applications of Percentage</p>	<p><b>H. Policy for Approval</b></p> <p>1. 5121.2 Eligibility for Honor Rolls</p> <p><b>Motion made and passed unanimously to approve policy 5121.2 Eligibility for Honor Rolls.</b></p> <p><b>I. Policies for Second Review</b></p> <p>1. 3440 Inventories  2. 3450 Monies in School Buildings  3. 3451 Petty Cash Funds</p> <p><b>J. Policies for First Review</b></p> <p>1. 3453 School Activity Funds  2. 3453.1 Unexpended Class Funds</p> <p><b>K. Approval of Curricula</b></p> <p>1. Art - Grade 6  2. Math 8  3. Practical Math: Applications of Measure  4. Practical Math: Applications of Percentage</p> <p><b>Motion made and passed unanimously to approve the following Curricula:</b></p> <p>1. Art - Grade 6  2. Math 8</p>
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	<p><b>Seconded by Mrs. McInerney.</b></p> <ul style="list-style-type: none"> <li>Mrs. McInerney thanked Ms. Hollander and the staff for their writing and vetting of these curricula. They represent a lot of important work.</li> </ul> <p><b>The motion passed unanimously.</b></p> <p><b>L. 2021-22 Operating End of Year Expenditures</b></p> <p><b>Mr. O'Brien moved to approve 2021-22 Operating End of Year Expenditures as proposed in the amount of \$110,708.00, seconded by Mrs. McInerney.</b></p> <ul style="list-style-type: none"> <li>Mrs. Faulenbach asked Mr. Giovannone if he was confident that these projects would be completed by the end of the fiscal year and Mr. Giovannone said he is.</li> <li>Mrs. Faulenbach said she was excited to see the pianos on the list.</li> <li>Ms. Rosen said they will be wonderful to have. The one she has been using everyday in her classroom is 112 years old.</li> </ul> <p><b>The motion passed unanimously.</b></p>	<p><b>3. Practical Math: Applications of Measure</b></p> <p><b>4. Practical Math: Applications of Percentage</b></p> <p><b>L. 2021-22 Operating End of Year Expenditures</b></p> <p><b>Motion made and passed unanimously to approve 2021-22 Operating End of Year Expenditures as proposed in the amount of \$110,708.00.</b></p>
<b>10.</b>	<p><b>Items for Information and Discussion</b></p> <p><b>A. Field Trip Report</b></p> <ul style="list-style-type: none"> <li>Mrs. McInerney noted the trip to the Palace Theater for the Halo Awards. She said the two shows this year are up for many HALO nominations and the district should be proud of its arts program and students.</li> <li>Ms. Rosen said they received 20 nominations.</li> </ul> <p><b>B. Dress Code policy</b></p> <ul style="list-style-type: none"> <li>Mrs. Faulenbach said there was a presentation at the last Policy meeting on this and it is attached</li> </ul>	<p><b>Items for Information and Discussion</b></p> <p><b>A. Field Trip Report</b></p> <p><b>B. Dress Code policy</b></p>

	<p>to the minutes and included in the Board packet. She thanked all for helping to move the conversation along. The Policy committee will decide where to take it from here. It is a work in progress and will not be ready for handbooks.</p> <ul style="list-style-type: none"><li>• Mrs. Rella said they can amend the student handbooks when it is ready. She thanked Ms. Hollander and Mr. Manka for their advisory committee's input.</li></ul>	
11.	<p><b>Adjourn</b></p> <p><b>Mr. McCauley moved to adjourn the meeting at 7:50 p.m., seconded by Mrs. Sarich.</b></p> <p><b>The motion passed unanimously.</b></p>	<p><b>Adjourn</b></p> <p><b>Motion made and passed unanimously to adjourn the meeting at 7:50 p.m.</b></p>

Respectfully submitted:



Olga I. Rella, Secretary  
New Milford Board of Education

**New Milford Board of Education  
Special Meeting Minutes  
May 24, 2022  
Sarah Noble Intermediate School Library Media Center**

53  
2022 MAY 26 A 7 53  
NEW MILFORD, CT

<b>Present:</b>	Mrs. Wendy Faulenbach Mr. Eric Hansell Mr. Pete Helmus Mr. Brian McCauley Mrs. Tammy McInerney Mr. Tom O'Brien Mrs. Olga I. Rella Mrs. Leslie Sarich Mr. Keith A. Swanhall Jr. (arrived at 6:07 p.m.)
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<b>Also Present:</b>	Attorney Steve Sedor, Pullman and Comley
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<b>1.</b>	<b>Call to Order</b> <b>A. Pledge of Allegiance</b>  The special meeting of the New Milford Board of Education was called to order at 5:30 p.m. by Mrs. Faulenbach. The Pledge of Allegiance immediately followed.	<b>Call to Order</b> <b>A. Pledge of Allegiance</b>
<b>2.</b>	<b>Discussion</b>  <b>A. Discussion regarding the evaluation of the Superintendent. The Board anticipates this meeting or parts thereof will be conducted in Executive Session.</b>  <b>Mrs. Rella moved that the Board enter into Executive Session for discussion regarding the evaluation of the Superintendent and to invite Attorney Steve Sedor into the session, seconded by Mr. McCauley and passed unanimously.</b>  <b>The Board entered executive session at 5:31 p.m.</b>  <b>Mr. Swanhall entered executive session at 6:07 p.m.</b>  <b>The Board returned to public session at 6:33 p.m.</b>	<b>Discussion</b>  <b>A. Discussion regarding the evaluation of the Superintendent. The Board anticipates this meeting or parts thereof will be conducted in Executive Session.</b>  <b>Motion made and passed unanimously that the Board enter into Executive Session for discussion regarding the evaluation of the Superintendent and to invite Attorney Steve Sedor into the session.</b>

3.	<b>Adjourn</b>  Mrs. McInerney moved to adjourn the meeting at 6:33 p.m., seconded by Mr. Hansell and passed unanimously.	<b>Adjourn</b>  Motion made and passed unanimously to adjourn the meeting at 6:33 p.m.
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Respectfully submitted:



Olga I. Rella  
Secretary  
New Milford Board of Education

**New Milford Board of Education  
Special Meeting Minutes  
May 24, 2022  
Sarah Noble Intermediate School Library Media Center**

Present:	Mrs. Wendy Faulenbach Mr. Eric Hansell Mr. Pete Helmus Mr. Brian McCauley Mrs. Tammy McInerney Mr. Tom O'Brien Mrs. Olga I. Rella Mrs. Leslie Sarich Mr. Keith A. Swanhall Jr.
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Also Present:	Ms. Alisha DiCorpo, Superintendent of Schools Mr. Matt Cunningham, Facilities Director Mr. Jeffrey Turner, Technology Director Ms. Holly Hollander, Assistant Superintendent of Schools Ms. Rebecca Adams, Human Resources Director
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<b>1.</b>	<b>Call to Order</b>	<b>Call to Order</b>
<b>A.</b>	<b>Pledge of Allegiance</b>	<b>A. Pledge of Allegiance</b>
	<p>The special meeting of the New Milford Board of Education was called to order at 6:33 p.m. by Mrs. Faulenbach. The Pledge of Allegiance immediately followed.</p>	
<b>2.</b>	<b>Discussion and Possible Action</b>	<b>Discussion and Possible Action</b>
<b>A.</b>	<b>Discussion and possible action regarding the evaluation of the Superintendent. The Board anticipates this meeting or parts thereof will be conducted in Executive Session.</b>	<b>A. Discussion and possible action regarding the evaluation of the Superintendent. The Board anticipates this meeting or parts thereof will be conducted in Executive Session.</b>
	<p>Mrs. McInerney moved that the Board enter into Executive Session for discussion and possible action regarding the evaluation of the Superintendent and to invite Superintendent Alisha DiCorpo into the session, seconded by Mrs. Rella and passed unanimously.</p> <p>The Board entered executive session at 6:34 p.m.</p>	<p>Motion made and passed unanimously that the Board enter into Executive Session for discussion and possible action regarding the evaluation of the Superintendent and to invite Superintendent Alisha DiCorpo into the session.</p>



	<b>The Board returned to public session at 9:30 p.m.</b>	
<b>3.</b>	<b>Adjourn</b>  <b>Mr. Hansell moved to adjourn the meeting at 9:30 p.m., seconded by Mr. O'Brien and passed unanimously.</b>	<b>Adjourn</b>  <b>Motion made and passed unanimously to adjourn the meeting at 9:30 p.m.</b>

Respectfully submitted:




Olga I. Rella

Secretary

New Milford Board of Education

**New Milford Board of Education  
Special Meeting Minutes  
June 2, 2022  
Sarah Noble Intermediate School Library Media Center**

Present:	Mrs. Wendy Faulenbach, Chairperson Mr. Eric Hansell Mr. Pete Helmus Mr. Brian McCauley Mr. Tom O'Brien Mrs. Olga I. Rella Mrs. Leslie Sarich
Absent:	Mrs. Tammy McInerney Mr. Keith A. Swanhall, Jr.

  
2022 JUN -3 A 8:33  
TOWN CLERK

Also Present:	Ms. Alisha DiCorpo, Superintendent of Schools Mr. Matt Cunningham, Facilities Director Ms. Holly Hollander, Assistant Superintendent Mr. Anthony Giovannone, Director of Fiscal Services and Operations Mayor Pete Bass, Town of New Milford Chief Spencer Cerruto, New Milford Police Department Lieutenant Earl Wheeler, New Milford Police Department
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1. A.	<b>Call to Order</b> <b>Pledge of Allegiance</b>  The special meeting of the New Milford Board of Education was called to order at 6:30 p.m. by Mrs. Faulenbach. The Pledge of Allegiance immediately followed.	<b>Call to Order</b> <b>A. Pledge of Allegiance</b>
2.	<b>Public Comment</b> <ul style="list-style-type: none"> <li>Megan Byrd said she felt that hiring additional armed security officers is a knee jerk reaction and that more guns in our schools is not the answer. She feels we are failing students by not providing a better mental health and well being curriculum.</li> <li>Alice Schuette asked that the Board reconsider the armed security officers decision. She said they offer no guarantees and add the possibility of human error. She said there is nothing that shows this idea works. She suggested monies be used instead on high tech security.</li> </ul>	<b>Public Comment</b>

	<ul style="list-style-type: none"> <li>Julie Learson said she would prefer to see this money spent on counselors and social workers for both students and staff.</li> </ul>	
3.	<p><b>Discussion</b></p> <p>A. Discussion of security strategy, as well as the deployment of security personnel, and/or devices affecting security in the New Milford Public Schools. Executive session is anticipated.</p> <p>Mrs. Rella moved that the Board enter into Executive Session to discuss security strategy, as well as the deployment of security personnel, and/or devices affecting security in the New Milford Public Schools, and to invite into the session Superintendent Alisha DiCorpo, Assistant Superintendent Holly Hollander, Facilities Director Matt Cunningham, Director of Fiscal Services and Operations Anthony Giovannone, Mayor Pete Bass, Chief Spencer Cerruto, and Lieutenant Earl Wheeler, seconded by Mr. Hansell.</p> <p>The motion passed unanimously.</p> <p>The Board entered executive session at 6:49 p.m.</p> <p>The Board returned to Public Session at 8:12 p.m.</p>	<p><b>Discussion</b></p> <p>A. Discussion of security strategy, as well as the deployment of security personnel, and/or devices affecting security in the New Milford Public Schools. Executive session is anticipated.</p> <p>Motion made and passed unanimously that the Board enter into Executive Session to discuss security strategy, as well as the deployment of security personnel, and/or devices affecting security in the New Milford Public Schools, and to invite into the session Superintendent Alisha DiCorpo, Assistant Superintendent Holly Hollander, Facilities Director Matt Cunningham, Director of Fiscal Services and Operations Anthony Giovannone, Mayor Pete Bass, Chief Spencer Cerruto, and Lieutenant Earl Wheeler.</p>
4.	<p><b>Adjourn</b></p> <p>Mr. O'Brien moved to adjourn the meeting at 8:12 p.m., seconded by Mrs. Rella and passed unanimously.</p>	<p><b>Adjourn</b></p> <p>Motion made and passed unanimously to adjourn the meeting at 8:12 p.m.</p>

Respectfully submitted:



Olga I. Rella  
Secretary  
New Milford Board of Education

NEW MILFORD PUBLIC SCHOOLS

**EXHIBIT A**

Special Meeting of the Board of Education  
New Milford, Connecticut  
June 7, 2022

ACTION ITEMS

A. Personnel

**1. CERTIFIED STAFF**

**a. RESIGNATIONS**

- 1. Mrs. Brigit Garcia**, Computer Based Instruction, New Milford High School effective June 30, 2022.
- 2. Mrs. Caitlin Granucci**, Special Education Teacher, New Milford High School effective June 30, 2022.
- 3. Ms. Samantha VanSchaick**, School Psychologist, Sarah Noble Intermediate School /Schaghticoke Middle School effective June 30, 2022.

Took position elsewhere

Took position elsewhere

Moving out of state

**2. CERTIFIED STAFF**

**b. NON-RENEWALS**

- 1. None**

**3. CERTIFIED STAFF**

**c. APPOINTMENTS**

- 1. None**

**4. MISCELLANEOUS STAFF**

**a. RESIGNATIONS**

- 1. None**

**5. MISCELLANEOUS STAFF**

**b. APPOINTMENTS**

- 1. None**

**6. NON-CERTIFIED STAFF AND LICENSED STAFF**

**a. RESIGNATIONS**

- 1. Ms. Ana Camacho**, General Worker for Food Services, Schaghticoke Middle School effective May 27, 2022.
- 2. Mrs. Carol Smeriglio**, Computer Scheduler, New Milford High School effective June 1, 2022.
- 3. Mr. Bob Wieggers**, Computer Tech I, Schaghticoke Middle School effective June 3, 2022.

Personal Reasons

Took position elsewhere

Personal Reasons

**7. NON-CERTIFIED AND LICENSED STAFF**

**b. APPOINTMENTS**

1. **Ms. Cheryl Caridad**, Administrative Secretary to the Director of Food and Nutrition Services effective date to be determined.

\$19.99 per hour, Step 1, Class I  
School Year Secretary

Rep. C. Kirkwood

**8. ADULT EDUCATION STAFF**

**a. RESIGNATIONS**

1. **None**

**9. ADULT EDUCATION STAFF**

**b. APPOINTMENTS**

1. **None**

**10. BAND STAFF**

**a. RESIGNATIONS**

1. **None**

**11. BAND STAFF**

**b. APPOINTMENTS**

1. **None**

**12. COACHING STAFF**

**a. RESIGNATIONS**

1. **None**

**13. COACHING STAFF**

**b. APPOINTMENTS**

1. **None**

**14. LEAVES OF ABSENCE**

1. **None**



BUDGET POSITION DATED 5/31/22

RANGE	MAJOR OBJECT CODE DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
100'S	SALARIES - CERTIFIED	30,341,363	75,500	30,416,863	24,726,229	4,929,657	760,978	97.50%
100'S	SALARIES - NON CERTIFIED	9,589,390	-14,860	9,574,530	7,953,164	959,673	661,693	93.09%
200'S	BENEFITS	10,810,557	8,500	10,819,057	10,219,155	386,803	213,099	98.03%
300'S	PROFESSIONAL SERVICES	3,948,255	-84,300	3,863,955	3,324,676	465,681	73,599	98.10%
400'S	PROPERTY SERVICES	925,069	16,160	941,229	685,139	200,069	56,021	94.05%
500'S	OTHER SERVICES	9,082,593	-3,000	9,079,593	7,341,791	877,546	860,256	90.53%
600'S	SUPPLIES	2,588,172	2,000	2,590,172	1,770,354	630,703	189,115	92.70%
700'S	CAPITAL	14,404	0	14,404	3,418	86,868	(75,882)	626.81%
800'S	DUES AND FEES	95,928	0	95,928	75,615	3,079	17,234	82.03%
900'S	REVENUE	-1,549,707	0	-1,549,707	-1,527,971	0	-21,736	98.60%
GRAND TOTAL		65,846,024	0	65,846,024	54,571,568	8,540,080	2,734,377	95.85%

SALARIES - NON CERTIFIED BREAKOUT

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
51180	SALARIES - NON CERT - STIPENDS	518,875	0	518,875	336,231	82,848	99,796	80.77%
51201	SALARIES - NON CERT - PARA EDUCATORS	2,099,881	0	2,099,881	1,695,763	287,372	116,746	94.44%
51202	SALARIES - NON CERT - SUBSTITUTES	925,202	0	925,202	875,471	0	49,731	94.62%
51210	SALARIES - NON CERT - SECRETARY	1,919,636	0	1,919,636	1,685,532	169,094	65,010	96.61%
51225	SALARIES - NON CERT - TUTORS	275,695	0	275,695	82,370	0	193,325	29.88%
51240	SALARIES - NON CERT - CUSTODIAL	1,939,639	0	1,939,639	1,692,150	183,895	63,594	96.72%
51250	SALARIES - NON CERT - MAINTENANCE	936,257	-14,860	921,397	781,631	66,276	73,490	92.02%
51285	SALARIES - NON CERT - TECHNOLOGY	493,540	0	493,540	369,646	123,894	0	100.00%
51336	SALARIES - NON CERT - NURSES	480,665	0	480,665	434,371	46,294	0	100.00%
TOTAL		9,589,390	-14,860	9,574,530	7,953,164	959,673	661,693	93.09%

BENEFIT BREAKOUT

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
52200	BENEFITS - FICA	618,237	0	618,237	481,674	0	136,563	77.91%
52201	BENEFITS - MEDICARE	528,854	0	528,854	457,318	0	71,536	86.47%
52300	BENEFITS - PENSION	918,524	0	918,524	918,524	0	0	100.00%
52600	BENEFITS - UNEMPLOYMENT COMP	33,000	0	33,000	33,000	0	0	100.00%
52810	BENEFITS - HEALTH INSURANCE	8,050,300	8,500	8,058,800	7,739,445	319,355	0	100.00%
52820	BENEFITS - DISABILITY INSURANCE	125,000	0	125,000	94,213	30,787	0	100.00%
52830	BENEFITS - LIFE INSURANCE	126,000	0	126,000	96,857	24,143	5,000	96.03%
52900	BENEFITS - OTHER EMPLOYEE BENEFITS	410,642	0	410,642	398,124	12,518	0	100.00%
TOTAL		10,810,557	8,500	10,819,057	10,219,155	386,803	213,099	98.03%



## EXPENDITURES

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
51110	CERTIFIED SALARIES	30,341,363	75,500	30,416,863	24,726,229	4,929,657	760,978	97.50%
51200	NON-CERTIFIED SALARIES	9,589,390	-14,860	9,574,530	7,953,164	959,673	661,693	93.09%
52000	BENEFITS	10,810,557	8,500	10,819,057	10,219,155	386,803	213,099	98.03%
53010	LEGAL SERVICES	224,553	0	224,553	296,026	18,028	-89,501	139.86%
53050	CURRICULUM DEVELOPMENT	75,000	0	75,000	61,890	0	13,110	82.52%
53200	PROFESSIONAL SERVICES	2,201,248	-84,700	2,116,548	1,855,454	261,094	0	100.00%
53201	MEDICAL SERVICES - SPORTS	30,500	0	30,500	21,950	0	8,550	71.97%
53210	TIME & ATTENDANCE SOFTWARE	11,800	0	11,800	11,364	343	93	99.21%
53220	IN SERVICE	117,150	0	117,150	66,330	7,720	43,100	63.21%
53230	PUPIL SERVICES	622,224	0	622,224	434,378	128,736	59,111	90.50%
53300	OTHER PROF/ TECH SERVICES	59,800	400	60,200	27,057	7,040	26,103	56.64%
53310	AUDIT/ACCOUNTING	40,500	0	40,500	40,500	0	0	100.00%
53500	TECHNICAL SERVICES	233,708	0	233,708	197,492	26,023	10,193	95.64%
53530	SECURITY SERVICES	218,672	0	218,672	201,975	16,697	0	100.00%
53540	SPORTS OFFICIALS SERVICES	113,100	0	113,100	110,260	0	2,840	97.49%
54101	CONTRACTUAL TRASH PICK UP	96,748	0	96,748	77,442	14,064	5,242	94.58%
54301	REPAIRS & MAINTENANCE	475,487	14,860	490,347	333,946	144,202	12,199	97.51%
54302	FIRE / SECURITY MAINTENANCE	2,500	0	2,500	1,494	0	1,006	59.77%
54303	GROUND MAINTENANCE	12,700	0	12,700	6,640	1,625	4,435	65.08%
54310	GENERAL REPAIRS	43,970	0	43,970	11,657	13,096	19,218	56.29%
54320	TECHNOLOGY RELATED REPAIRS	29,847	0	29,847	17,504	817	11,526	61.38%
54411	WATER	68,195	0	68,195	47,054	21,141	0	100.00%
54412	SEWER	15,559	0	15,559	13,162	0	2,397	84.60%
54420	LEASE/RENTAL EQUIP/VEH	180,063	1,300	181,363	176,239	5,124	0	100.00%
55100	PUPIL TRANSPORTATION - OTHER	116,250	0	116,250	116,250	0	0	100.00%
55101	PUPIL TRANS - FIELD TRIP	22,750	0	22,750	9,626	3,284	9,841	56.74%
55110	STUDENT TRANSPORTATION	4,996,291	0	4,996,291	4,549,272	244,185	202,834	95.94%
55200	GENERAL INSURANCE	296,763	0	296,763	296,763	0	0	100.00%
55300	COMMUNICATIONS	50,240	0	50,240	44,493	5,747	0	100.00%
55301	POSTAGE	32,750	0	32,750	15,831	16,919	0	100.00%
55302	TELEPHONE	80,069	0	80,069	76,532	3,537	0	100.00%



## EXPENDITURES

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
55400	ADVERTISING	8,000	0	8,000	1,771	0	6,229	22.13%
55505	PRINTING	33,010	-3,000	30,010	14,412	4,994	10,604	64.67%
55600	TUITION - TRAINING	35,000	0	35,000	2,052	9,895	23,053	34.13%
55610	TUITION - PUBLIC PLACEMENTS	1,002,397	0	1,002,397	646,970	36,335	319,092	68.17%
55630	TUITION - PRIVATE PLACEMENTS	2,362,209	0	2,362,209	1,554,168	552,016	256,025	89.16%
55800	TRAVEL	46,864	0	46,864	13,651	634	32,579	30.48%
56100	GENERAL INSTRUCTIONAL SUPPLIES	167,207	1,072	168,279	114,859	19,193	34,227	79.66%
56110	INSTRUCTIONAL SUPPLIES	430,051	2,449	432,500	314,782	53,713	64,006	85.20%
56120	ADMIN SUPPLIES	32,678	-859	31,819	21,163	2,222	8,433	73.50%
56210	NATURAL GAS	188,000	0	188,000	166,542	21,458	0	100.00%
56220	ELECTRICITY	990,569	0	990,569	700,516	290,053	0	100.00%
56230	PROPANE	3,900	0	3,900	1,516	2,385	0	100.00%
56240	OIL	211,068	0	211,068	155,095	55,973	0	100.00%
56260	GASOLINE	27,186	0	27,186	5,388	21,798	0	100.00%
56290	FACILITIES SUPPLIES	317,042	0	317,042	159,146	121,263	36,633	88.45%
56291	MAINTENANCE COMPONENTS	16,475	0	16,475	12,311	2,485	1,679	89.81%
56292	UNIFORMS/ CONTRACTUAL	13,100	0	13,100	9,090	3,500	510	96.11%
56293	GROUNDKEEPING SUPPLIES	22,585	0	22,585	8,855	6,110	7,620	66.26%
56410	TEXTBOOKS	26,127	0	26,127	12,852	5,050	8,225	68.52%
56411	CONSUMABLE TEXTS	32,455	-424	32,031	21,884	8,498	1,649	94.85%
56420	LIBRARY BOOKS	51,928	-238	51,690	25,852	11,158	14,680	71.60%
56430	PERIODICALS	16,162	0	16,162	9,581	4,230	2,351	85.46%
56460	WORKBOOKS	2,535	0	2,535	743	1,457	336	86.76%
56500	SUPPLIES - TECH RELATED	39,104	0	39,104	30,178	159	8,766	77.58%
57345	INSTRUCTIONAL EQUIPMENT	4,500	0	4,500	0	0	4,500	0.00%
57400	GENERAL EQUIPMENT	6,127	0	6,127	641	86,868	-81,382	1428.26%
57500	FURNITURE & FIXTURES	3,777	0	3,777	2,777	0	1,000	73.52%
58100	DUES & FEES	95,928	0	95,928	75,615	3,079	17,234	82.03%
<b>EXPENDITURE TOTAL</b>		<b>67,395,731</b>	<b>0</b>	<b>67,395,731</b>	<b>56,099,539</b>	<b>8,540,080</b>	<b>2,756,113</b>	<b>95.91%</b>





## REVENUES

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
43103	EXCESS COSTS	-1,089,825	0	-1,089,825	-1,258,494	0	168,669	115.48%
43105	MEDICAID REIMBURSEMENT	-60,507	0	-60,507	-33,398	0	-27,109	55.20%
44105	FOI & FINGERPRINTING FEES	-1,900	0	-1,900	0	0	-1,900	0.00%
44705	BUILDING USE FEES (BASE RENTAL)	-55,000	0	-55,000	-12,914	0	-42,086	23.48%
49102	BUILDING USE FEES (CUSTODIAL)	-27,951	0	-27,951	-15,526	0	-12,425	55.55%
44800	REGULAR ED TUITION	-114,400	0	-114,400	-50,000	0	-64,400	43.71%
44822	SPECIAL ED TUITION	-29,900	0	-29,900	0	0	-29,900	0.00%
49103	DCF TUITION	-85,000	0	-85,000	-77,639	0	-7,361	91.34%
44860	ADMISSIONS/ATHLETIC GATE RECEIPTS	-25,400	0	-25,400	-26,000	0	600	102.36%
44861	PARKING PERMIT FEES	-59,824	0	-59,824	-54,000	0	-5,824	90.26%
REVENUE TOTAL		-1,549,707	0	-1,549,707	-1,527,971	0	-21,736	98.60%

GRAND TOTAL	65,846,024	0	65,846,024	54,571,568	8,540,080	2,734,377	95.85%
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BOE Capital Reserve Acct #43020000-10101	
MUNIS Balance as of 5/31/22	3,039,825
Contribution Towards NMHS Roof Replacement	-450,000
Projected Total	2,589,825

Turf Field Replacement Acct #43020000-10130	
CONTRIBUTION - FROM BOE 17.18 FYE BALANCE	50,000
CONTRIBUTION - FROM BOE 18.19 FYE BALANCE	50,000
CONTRIBUTION - FROM BOE COLLECTED TEAM FEE'S & BANNER SALES	10,225
CONTRIBUTION - FROM TOWN DATED 6/4/20	50,000
CONTRIBUTION - FROM TOWN DATED 6/16/21	50,000
CONTRIBUTION - FROM BOE COLLECTED TEAM FEE'S 6/23/21	3,765
CONTRIBUTION - FROM BOE COLLECTED TEAM FEE'S 9/29/21	1,890
CONTRIBUTION - FROM BOE 20.21 FYE BALANCE	100,000
Total as of 5/31/22	315,880



WHEREAS, the equipment, supplies and/or services for which the following Purchase Orders have been issued and deemed necessary by the Superintendent of Schools, and the cost, thereof, are within the budget appropriations approved by the voters of the Town, NOW, BE IT RESOLVED, that the said purchase orders and all disbursements in connection, thereof, are hereby approved.

Funding	Location	Vendor Name	Description	Amount	Object Code
<b>GENERAL</b>	<b>TECHNOLOGY</b>	<b>OPTICOM, INC.</b>	<b>NMHS - AUDITORIUM PROJECTOR &amp; CONTROLS</b>	<b>\$ 37,301.32</b>	<b>57400</b>
<b>GENERAL</b>	<b>NMHS</b>	<b>FAUST HARRISON PIANOS</b>	<b>NMHS - PIANO REFRESH (1 GRAND AND 2 DIGITAL)</b>	<b>\$ 34,368.00</b>	<b>57400</b>
GENERAL	NMHS	COLLEGE BOARD	BOE PORTION (50%) OF AP TESTING FEE'S	\$ 27,725.00	53200
<b>GENERAL</b>	<b>FACILITIES</b>	<b>BETHEL POWER EQUIPMENT</b>	<b>MOWER FOR FACILITIES</b>	<b>\$ 15,199.00</b>	<b>57400</b>
<b>GENERAL</b>	<b>FACILITIES</b>	<b>BARTHOLOMEW CONTRACT INTERIORS</b>	<b>3 CLASSROOM FLOOR REHABILITATIONS AT SNIS</b>	<b>\$ 13,658.00</b>	<b>54301</b>
GENERAL	FACILITIES	GLOBAL MECHANICAL	NEW 60 HP MOTOR FOR AIR HANDLER AT NMHS	\$ 10,460.47	54301
<b>GENERAL</b>	<b>FACILITIES</b>	<b>SILVESTRI FENCING</b>	<b>FENCING FOR SNIS</b>	<b>\$ 9,990.00</b>	<b>54301</b>
GENERAL	DISTRICT	TOOLS FOR SCHOOLS	BOOK CREATOR LICENSE FOR DISTRICT	\$ 8,000.00	53220
GENERAL	DISTRICT	CT TRANSPORTATION SOLUTIONS	TRANSPORTATION TIED TO EXPULSIONS	\$ 7,940.00	55105
GENERAL	DISTRICT	KAINEN ESCALERA AND MCHALE	LEGAL REPRESENTATION AT EXPULSION HEARINGS	\$ 7,776.00	53010
GENERAL	TECHNOLOGY	ILLUMINATE EDUCATION	EDUCLIMBER LICENSE FOR DISTRICT	\$ 7,750.00	53200
GENERAL	DISTRICT	EDADVANCE	TUITION TIED TO EXPULSIONS	\$ 6,000.00	55105

**EXPENDITURES PRESENTED IN BOLD AND ITALICIZED FONT IN THE ABOVE LISTING WERE APPROVED AS PROJECTS FOR FISCAL YEAR END AT PRIOR MEETING.**



BUDGET TRANSFER REQUESTS

DETAIL			FROM (-)			TO (+)		
#	REASON	AMOUNT	LOCATION	ORG	OBJECT	LOCATION	ORG	OBJECT
			NONE AT THIS TIME					

DETAIL			FROM (-)			TO (+)		
#	REASON	AMOUNT	LOCATION	ORG	OBJECT	LOCATION	ORG	OBJECT
			NONE AT THIS TIME					

- Pending transfer to cover the Legal Services line (53010) with partial charge back to local COVID funds will be processed with Auditor guidance and approval as part of fiscal year end close.
- Another pending transfer to cover any/all overdraws in the "small capital" line (57400) in the Operating Budget stemming from approved end of year projects will also be processed at fiscal year end close with Auditor guidance and approval.

# **NEW MILFORD PUBLIC SCHOOLS**

**Food and Nutrition Services Department**

**22 Hipp Road**

**New Milford, Connecticut 06776**

**(860) 354-3712 · FAX (860) 354-3712**



**Sandra Sullivan, RD, CD-N**  
**Director**

To: Anthony Giovannone  
From: Sandra Sullivan  
Date: May 27, 2022


Re: Bids for Milk and Frozen Dessert

The Food and Nutrition Services Department goes out to bid annually for milk and frozen dessert products. Bids were emailed to current and prospective bidders on May 10, 2022 and are due back June 6, 2022.

A recommendation for award will be available at the Board of Education Meeting on June 7, 2022.



**NEW MILFORD PUBLIC SCHOOLS**  
**Office of the Assistant Superintendent**  
50 East Street  
New Milford, Connecticut 06776  
(860) 354-3235  
FAX (860) 210-2643

TO: Alisha DiCorpo, Superintendent  
FROM: Holly Hollander, Assistant Superintendent   
DATE: June 1, 2022  
RE: Career and Technical Education Secondary Supplemental Enhancement Grant

In April, New Milford High School learned that there was a new Career and Technical Education Secondary Supplemental Enhancement Grant available for schools to apply to. The purpose of this grant is to provide supplemental enhancement to assist Perkins V recipients in continuing to develop their programs, practices and career pathways. The supplemental grant also provides schools with the opportunity to increase professional learning opportunities, purchase instructional material, and update supplies for CTE courses to further advance opportunities for the school to align their program of studies with CTE careers.

On May 22, 2022, New Milford High School submitted their application for the Supplemental Enhancement Grant requesting the amount of \$49,997.00 for program funding between June 1, 2022 and September 20, 2022. The funds will be used by the district to continue its efforts to build CTE courses, programs, and pathways. The bullets below highlight the major areas requested in the grant application:

- Increased professional learning opportunities for CTE teachers, guidance counselors, and administrators to learn more about CTE pathways, engage with workshops through the National Center for College and Career Transitions, align the program of studies with career pathways, and collaborate with other pathway schools.
- Instructional materials that will further support CTE courses, including woodshop courses, marketing courses, business courses, and STEM courses.
- Student transportation fees that will allow for hands-on learning experiences and workshops at local businesses as well as career exploration opportunities.
- Interactive mounted boards for CTE classrooms that will increase student collaboration and interactive problem solving.

As of June 1, 2022, NMPS is waiting to see if the Supplemental Enhancement Grant submission will result in additional Perkins funding.

**NEW MILFORD PUBLIC SCHOOLS**  
**Office for Student Affairs**  
**25 Sunny Valley Road**  
**NEW MILFORD, CONNECTICUT 06776**  
**(860) 354-2654 FAX (860) 210-2682**



**Laura M. Olson**  
**Director of Special Services and Pupil Personnel**

**TO:** Alisha DiCorpo, Superintendent  
**FROM:** Laura M. Olson  
**DATE:** May 25, 2022  
**RE:** Special Education Stipend Grant

In an effort to support the challenges that school districts have faced during the past year, CSDE has created a one-time special education stipend to supplement the district capacity to deliver special education supports and services for students with Individual Education Plans in the amount of \$10,000.

Goal: to improve outcomes for students with IEPs by providing certified staff online professional learning regarding the New IEP and CT-SEDS (Connecticut Special Education Data System) during the summer months. Staff will be compensated up to three hours of their per diem hourly rate.

In addition, the stipend is also designed to support professional learning opportunities for paraprofessionals in the amount of \$5,000.

Goal: to improve outcomes for students with IEP's by providing paraprofessionals with online professional learning during the summer months. Staff will be compensated up to four hours of their per diem hourly rate.

The grant application must be submitted by June 10th, and expended by September 30, 2022.

# **NEW MILFORD PUBLIC SCHOOLS**

**Food and Nutrition Services Department**

**22 Hipp Road**

**New Milford, Connecticut 06776**

**(860) 354-3712 · FAX (860) 354-3712**



**Sandra Sullivan, RD, CD-N**  
**Director**

To: Anthony Giovannone  
From: Sandra Sullivan  
Date: May 27, 2022

Re: Meal Prices for 22-23 School Year

After reviewing current meal pricing, I am recommending a price increase of 50 cents for student breakfast and student lunch.

- This would take effect on August 25, 2022.
- The last increase for lunch occurred in 2012 for \$0.10.
- Compared to other districts, New Milford's meal prices are the least expensive.

Attached is a comparison of New Milford's meal prices to other school districts.

## School Meal Price Comparison

### Schools in DRG D

	Elementary		Middle		High School		Increases for 22-23
	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	
Berlin	\$ 1.55	\$ 2.80	\$ 2.00	\$ 3.10	\$ 2.00	\$ 3.40	Unsure
Clinton	\$ 1.75	\$ 3.00	\$ 2.00	\$ 3.25	\$ 2.00	\$ 3.25	\$.25 Increase
Cromwell	\$ 1.85	\$ 2.80	\$ 1.85	\$ 3.00	\$ 1.85	\$ 3.10	
Milford	\$ 1.35	\$2.70 - \$2.95	\$ 1.85	\$2.95 - \$3.20	\$ 2.35	\$3.20 - \$3.85	
New Milford	\$ 1.40	\$ 2.35	\$ 1.75	\$2.60 - \$3.10	\$ 1.75	\$2.60 - \$3.10	
Newington		\$ 2.65		\$ 2.90	\$ 3.15	\$ 3.15	
Old Saybrook	\$ 2.00	\$ 3.25	\$ 2.25	\$ 3.50	\$ 2.75	\$ 3.75	No Increase
Rocky Hill	new	\$ 2.80	\$ 1.50	\$ 3.05	\$ 1.50	\$ 3.05	
Southington	\$ 2.00	\$ 3.00	\$ 2.00	\$ 3.25	\$ 2.25	\$ 3.50	Unsure
Stonington	\$ 1.50	\$ 2.90	\$ 1.75	\$ 3.10	\$ 2.00	\$ 3.25	Proposing Increase
Wallingford		\$ 2.75		\$ 3.00		\$ 3.10	
Waterford	\$ 2.25	\$ 3.25	\$ 2.50	\$ 3.50	\$ 2.75	\$ 3.75	No Increase
Watertown	\$ 1.55	\$ 2.75	\$ 2.00	\$ 3.25	\$ 2.00	\$ 3.25	Proposing Increase

### Outside of DRG D

	Elementary		Middle		High School		Possible Increase
	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	
Region 15	\$ 2.00	\$ 2.90	\$ 2.15	\$ 3.05	\$ 2.15	\$3.05 - \$3.55	
Cheshire	\$ 2.00	\$ 3.25	\$ 2.25	\$ 3.50	\$ 2.50	\$3.75-\$4.75	Price Increase 21-22
Litchfield	\$ 1.50	\$ 3.00	\$ 1.50	\$ 3.25	\$ 1.50	\$ 3.25	
Plainville	\$ 1.25	\$ 2.55	\$ 1.25	\$ 2.80	\$ 1.25	\$2.80-\$3.55	
Wolcott	\$ 2.00	\$ 3.15	\$ 2.00	\$ 3.50	\$ 2.00	\$ 3.65	22-23 Prices



# NEW MILFORD PUBLIC SCHOOLS

Accounting Department

50 East Street

New Milford, Connecticut 06776

(860) 210-2201 x223 FAX (860) 355-4966



**Douglas Muckerman**  
**Accounting Manager**

**TO:** Alisha Dicorpo, Superintendent  
**FROM:** Doug Muckerman, Accounting Manager  
**DATE:** May 9, 2022  
**RE:** Authorized Signature Change

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The following action is recommended effective July 1, 2022:

That the New Milford Board of Education places Linda Scoralick, Principal of Schaghticoke Middle School, as an authorized signatory on the following Webster Bank accounts for the New Milford Public Schools:

SMS Activity Master Fund  
SMS Operations Master Fund  
SMS Student Awards Master Fund

Comment:  
Two signatures required on accounts.



Office of Fiscal Services & Operations  
50 East Street  
New Milford, Connecticut 06776

9G  
BOE Meeting June 2022

**TO: Ms. Alisha DiCorpo, Superintendent**  
**FROM: Anthony J. Giovannone, Director of Fiscal Services and Operations**  
**Date: June 1, 2022**  
**RE: Twin Lakes Contract Hours**

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As per discussions between the Superintendent of Schools and the Director of Technology for the district, there is the need to enter into a new agreement with Twin Lakes Consulting to continue to offer support services in New Milford.

Attached is the new agreement with the same language that is currently in use which was vetted through Pullman and Comley as our legal representation. The only modification to form the new agreement was to change the term to cover July 1 to August 11 of 2022 and revise the hours per week down to 16.

The original agreement, as well as this new agreement to continue services, will be satisfied by utilizing ESSER funds.

A new purchase order will be issued to Twin Lakes Consulting after the 22/23 Fiscal Year is open in MUNIS. This purchase order will then be listed on the first Purchase Resolution attachment of the new year under monthly reports.

*Sincerely,*  
*Anthony J. Giovannone*  
*Director of Fiscal Services and Operations*

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this “Agreement”) is made and entered into effective as of May 18, 2022 (the “Effective Date”) by and between Twin Lakes Consulting, LLC [“Twin Lakes”], a Connecticut limited liability company with an address at 85 Twin Lakes Road, Salisbury, Connecticut, 06068 and the New Milford Public Schools, a public school district with an address at 50 East Street, New Milford, CT 06776 [“District”]. Twin Lakes and the District are also sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, Twin Lakes is in the business of providing information technology and audio-visual consulting and staffing services;

**WHEREAS**, the District wishes to secure the information technology director consulting and staffing services of Twin Lakes in accordance with the terms and conditions of this Agreement and in accordance with the Student Data Terms of Service Addendum appended hereto;

**NOW THEREFORE**, in consideration of the foregoing, and the mutual undertakings and promises contained in this Agreement, the parties agree as follows:

1. **Term**: This Agreement shall commence on **July 1, 2022 to August 11, 2022** and shall continue in full force and effect until such time as the parties elects to terminate the Agreement pursuant to Paragraph Eight as set forth below.
2. **Services Provided**: The District hereby agrees to engage Twin Lakes to recruit, screen, interview, and assign its personnel to perform the Technology Director work described in Exhibit A as attached hereto, subject to the terms and conditions of this Agreement. In addition, Twin Lakes shall be responsible for the following services:
  - 2.1 Paying any Twin Lakes’ assigned personnel all applicable wages and providing them with any fringe benefits that Twin Lakes offers to them, if any. Paying, withholding, and transmitting payroll taxes; and handling any unemployment and workers’ compensation claims involving assigned personnel;
  - 2.2 Providing similarly qualified replacements in case any assigned personnel fails to satisfactorily perform the required services set out in Exhibit A as determined in the sole and exclusive discretion of the District;
  - 2.3 Complying with, and maintaining policies related to any employment, occupational, human rights, equal employment opportunity or similar laws, rules or regulations, whether Federal, State or Local;
  - 2.4 Requiring assigned personnel to sign a copy of the agreement attached hereto as Exhibit B acknowledging that they are not employed by the District, nor entitled to paid leave, holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by the District to its employees; and

- 2.5 Requiring assigned personnel to sign a copy of the agreement attached hereto as Exhibit C acknowledging that they will review and abide by the District's policies, regulations and work rules.
3. **Compensation:** The District agrees to pay Twin Lakes for the above services at the rate of eighty dollars (\$80.00) per hour, **16 hours per week**. Additional night meetings and special events- 48hr notice prior preferred, 2 hr. minimum, rate would be 1.5x the hourly rate.
  4. **Qualifications of Staff.** Twin Lakes agrees to maintain and provide to the District proof of all necessary licenses and certifications for itself and its assigned personnel. Upon request, Twin Lakes shall supply proof of appropriate licensure or certification to the District. It is understood and agreed that nothing contained herein shall create or imply a guarantee as to any specific Twin Lakes' personnel being available to provide services to the District. All decisions as to which Twin Lakes' personnel shall provide services to the District shall be made at the District's sole discretion.
  5. **Background Checks.** Twin Lakes shall be responsible for conducting and submitting to all employee background checks required by the District or by law, including national criminal history and Department of Children and Families child abuse and neglect registry records checks, and providing such information that may be required by Connecticut General Statutes §§10-221d and/or 10-222c. Failure to comply with these provisions will lead to the immediate termination of this Agreement
  6. **Mandated Reporter Responsibilities.** In the event that any employee or agent of Twin Lakes knows or has reason to believe that a child has been or is being abused or neglected as that term is defined under the Connecticut General Statutes Section 46b-120 as amended from time to time, Twin Lakes will fulfill its responsibility to report such suspected abuse or neglect to the Department of Children and Families (DCF) as required by the applicable mandated reporter requirements, including but not limited to Section 17a-101a. Twin Lakes represents and warrants that it is aware of its obligations concerning mandated reporting of suspected child abuse and neglect.
  7. **Capacity/Independent Contractor:** It is expressly agreed that Twin Lakes and any assigned Twin Lakes' personnel are acting in the capacity of an independent contractor and not as an employee of the District. Twin Lakes and the District acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
  8. **Termination:** Either party may terminate this agreement with 30 days' notice for cause, notwithstanding the agreement will not be terminated prior to June 30<sup>th</sup>, 2022.
  9. **Student Data Privacy:** The Parties agree that all student records, student information and student-generated content provided to Twin Lakes and/or accessed by Twin Lakes shall be provided and/or accessed in accordance with the Student Data Terms of Service Addendum attached hereto as Exhibit D.

10. **Educational Records.** During the course of providing services under the Agreement, Twin Lakes and its personnel may be provided with access to certain educational records and similar personally identifiable information. Twin Lakes and the District agree that Twin Lakes and any personnel utilized by it pursuant to this Agreement are deemed to be “school officials” for purposes of the Family Educational Rights and Privacy Act (“FERPA”). As such, a) confidential student information may be shared with Twin Lakes (and its personnel utilized pursuant to this Agreement) only to the extent that the District determines that Twin Lakes has a legitimate educational interest in the student involved, and b) Twin Lakes (and its personnel, if applicable) shall be bound to protect the confidentiality of students and personally identifiable information consistent with the law.
11. **Insurance:** Twin Lakes shall obtain and maintain general liability coverage of at least \$500,000/\$1 million dollars aggregate. The District shall be added as an additional insured and Twin Lakes coverage shall be primary and non-contributory. Waiver of subrogation is required in favor of the district on all policies.
12. **Twin Lakes Personnel:** Twin Lakes shall bear sole responsibility for compensating or paying its personnel, whether they are employees or independent contractors of Twin Lakes. Twin Lakes shall pay and report all federal and state income tax withholding, and social security taxes applicable to its employees. In addition, Twin Lakes shall procure and maintain unemployment insurance and workers compensation insurance coverage sufficient to meet the statutory requirements of every state in which Twin Lakes’ employees are providing Services for the District. Twin Lakes shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which its employees may be entitled. Twin Lakes agrees to defend, indemnify, and hold harmless District and its officers, directors, employees and agents, and the administrators of District’s benefit plans, from and against any claims, liabilities, or expenses relating to such compensation, tax, insurance, or benefit matters.
13. **Publicity:** Twin Lakes agrees that the District, its schools, students and faculty may not be used in any marketing efforts without the express written consent of the District.
14. **Mutual Indemnification:** During the Term of this Agreement, each Party [the “Indemnifying Party”] agrees to indemnify and hold the other Party and its officers, directors, affiliates, subsidiaries, agents, and employees [collectively, the “Indemnified Party”] harmless from any loss or damage to person or property caused by the willful, reckless, or negligent acts or omissions of the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party shall not have a duty under this Agreement to indemnify and/or hold the Indemnified Party harmless from or against any claim or action for injuries or damage to person or property or any other damage or loss to the extent it was caused or is claimed to have been caused or contributed to in whole or in substantial part by the act or failure to act of the Indemnified Party.
15. **No Third-Party Beneficiaries:** Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the Parties and their respective successors

and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, to the extent they are related in any way to the subject matter hereof. No agent or representative of either party hereto has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.
17. **Interpretation of Agreement.** All parties have participated fully in the negotiation and drafting of this Agreement. The Agreement has been prepared by all parties equally and is to be interpreted according to its terms. No inference shall be drawn that the Agreement was prepared by or is the product of any particular party or parties.
18. **Succession and Assignment.** This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party.
19. **Invalidity.** If any term or provision of this Agreement shall be invalid or unenforceable to any extent or application, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
20. **Notices** All notices, requests, demands, claims and other communications hereunder shall be addressed as follows (or to such other address as either party may designate by notice in accordance with the provisions of this Paragraph 20):

**If to the District:**

Alisha DiCorpo  
Superintendent of Schools  
New Milford Public Schools  
50 East Street  
New Milford, CT 06776

**If to Twin Lakes:**

David Fiorilo  
Twin Lakes Consulting, LLC  
85 Twin Lakes Road  
Salisbury, CT 06068

All such notices shall be deemed duly given on: (a) the date of personal delivery; (b) the date of transmission by facsimile, provided that the transmission is confirmed by a dated electronic confirmation; (c) three (3) business days after the date of deposit in the U.S. mail; or (d) if given by overnight courier, one (1) business day after being deposited with such courier.

21. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to its conflicts of law rules.
22. **Force Majeure:** In the event either Party is delayed or prevented from performing this Agreement (other than obligations to pay money) due to any cause beyond its reasonable control, including but not limited to, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, public health emergency, or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed.
23. **Headings and Captions:** The headings and captions used herein are solely for the purpose of reference only and are not to be considered in connection with the construction or interpretation of this Agreement.
24. **Amendments and Waivers:** No amendment of any provisions of this Agreement will be valid unless the same will be in writing and signed by each party. The failure by either the District or Twin Lakes to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of any of its rights as set forth in the Agreement, at law or equity.
25. **Severability:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
26. **Dispute Resolution:**
- 26.1 Intent. The intent of the Parties is to identify and resolve disputes promptly after any dispute arises. Before attempting to exercise any legal remedy, each Party agrees to follow the dispute resolution procedure described in this Section 26.
- 26.2 Procedure. In the event of a dispute between the Parties arising out of or related to the negotiation, execution or obligations set forth in this Agreement, each Party agrees to promptly engage in good faith negotiations between senior executives of each Party as well as their respective representatives, including but not necessarily limited to legal counsel, at a place mutually agreeable to both Parties. In the event that such matter remains unresolved upon the earlier of (i) the conclusion of the negotiations; or (ii) twenty (20) days following the start of such negotiations, the Parties may submit the dispute to arbitration in accordance with subsection 26.3 below.
- 26.3 Arbitration. Any controversy or claim arising out of or relating to the negotiation, execution or obligations set forth in this Agreement, or the breach thereof, shall be settled by arbitration in Danbury, Connecticut administered by the American

Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

26.4 **Prevailing Party.** If a Party prevails against another Party regarding any claim arising from or related to the negotiation, execution or obligations set forth in this Agreement, then the non-prevailing Party shall reimburse the prevailing Party for costs, expenses, and attorneys' fees reasonably incurred by the prevailing Party regarding such claim.

27. **Counterpart Execution:** This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**



**WHEREFORE**, the Parties intending to be legally bound by the execution of this Contract, hereby assert the same by affixing their signatures as stated below.

Twin Lakes Consulting, LLC

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Its:  
Duly Authorized

New Milford Board of Education

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Its:  
Duly Authorized

## **EXHIBIT A**

### **Scope of Services:**

#### **Technology Director Responsibilities:**

- Coordinate, implement, and supervise the school system's technology resources including computers, video, communication and network;
- Analyze needs, develop bid specifications, oversee installation, assist with training and management support services;
- Work with the technology committee to update the technology plan as required;
- Identify, select and budget for appropriate hardware and software to support educational and administrative goals;
- Develop and implement a plan for training and technical support for the technology infrastructure;
- Coordinate and manage student information system, including policies, training and data integrity;
- Develop alternate funding sources and harnesses local technology expertise to expand technological resources;
- Communicate with school staff, the Board of Education, and the community on a regular basis to keep them informed on technology initiatives and helps develop support for these initiatives;
- Supervise, train and evaluate technology staff members;
- Perform other duties as assigned by the Superintendent of Schools.

#### **Upon New Milford Hiring a Technology Director:**

- Scope of work will be project based and mutual agreed upon between Twin Lakes Consulting in conjunction with the Assistant Superintendent and Information Technology Director.

**EXHIBIT B**

**Assigned Twin Lakes' Personnel Agreement and Waiver**

In consideration of my assignment to the New Milford Public Schools (the "District") by Twin Lakes Consulting, LLC ("Twin Lakes"), I agree that I am solely an employee of Twin Lakes for all purposes, including benefits plan purposes and that I am eligible only for such benefits as Twin Lakes may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by the District to any of its direct employees, regardless of the length of my assignment to the District by Twin Lakes and regardless of whether I am held to be a common-law employee of the District for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

**ASSIGNED TWIN LAKES'  
EMPLOYEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**WITNESS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**EXHIBIT C**

**Assigned Twin Lakes' Employee Acknowledgement**

In consideration of my assignment to New Milford Public Schools (the "District") by Twin Lakes Consulting, LLC ("Twin Lakes"), I agree that I will review and abide by all District policies, regulations and work rules.

I understand that the District shall have the maximum discretion permitted by law to interpret, administer, change, modify or delete its policies, regulations and work rules at any time. No statement or representation by a supervisor or other manager, whether oral or written, can supplement or modify such policies, regulations and work rules. I also understand that any delay or failure by the District to enforce any work policy or rule will not constitute a waiver of the District's right to do so in the future.

I understand that neither the District's policies, regulations or work rules, nor any other communication by a management representative, whether oral or written, is intended to, in any way, create a contract of employment. I am solely an employee of Twin Lakes for all purposes and I understand and agree that I am not an employee of the District.

**ASSIGNED TWIN LAKES'  
EMPLOYEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**WITNESS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## **EXHIBIT D**

### **STUDENT DATA TERMS OF SERVICE ADDENDUM**

For the purposes of this Agreement, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising” shall be as defined by Conn. Gen. Stat. § 10-234aa:

1. All student records, student information, and student-generated content (collectively, “student data”) provided or accessed pursuant to the contract are not the property of, or under the control of Twin Lakes.
2. The District shall have access to and the ability to delete student data in the possession of Twin Lakes except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by Twin Lakes. The District may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The District may request the deletion of student data by written notice to Twin Lakes as set forth in Paragraph 20 of the Parties’ Agreement.
3. Twin Lakes shall not use student data for any purposes other than those authorized pursuant to the Parties’ Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. He or she may do so by contacting the District’s administration which shall then contact Twin Lakes to arrange a meeting in which the student, parent or legal guardian may review such personally identifiable information contained in student data and correct any erroneous information.
5. Twin Lakes shall take actions designed to ensure the security and confidentiality of student data.
6. Twin Lakes will notify the District, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps: immediate telephone call and email correspondence to the District’s superintendent of schools that notifies the superintendent of the unauthorized release, disclosure or acquisition of such data.
7. Student data shall not be retained or available to Twin Lakes upon expiration of the contract between Twin Lakes and the District, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with Twin Lakes after the expiration of such contract for the purpose of storing student-generated content.

8. Twin Lakes and the District shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The laws of the State of Connecticut shall govern the rights and duties of Twin Lakes and the District.
10. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other Connecticut Commission for Educational Technology Version 1.0 provisions or applications of the contract which can be given effect without the invalid provision or application.
11. Twin Lakes acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

## FOR APPROVAL

*COMMENTARY: This policy is not legally mandated although it may be advisable for the Board and Administration to address this topic through policy and regulations. Legal has not been able to locate any SDE form or guidance addressing State Board of Education requirements for inventories so that reference may be outdated, although the Administration may be aware of reporting or other requirements. Finally, the Board may wish to consult with Town auditors to see if they have any recommendations for inventories that could be incorporated into this policy. The added legal reference is to Conn. Gen. Stat. § 7-392 which requires municipalities to provide for the auditing of the financial statements of the school district.*

*Update in green following May 3, 2022 Policy meeting.*

3440

### Business/Non-Instructional Operations

#### Inventories

#### Equipment

An inventory of equipment shall be maintained in a manner authorized by the State Board of Education **and consistent with any recommendations of Town auditors**. All items whose current value exceeds \$300 **\$500** shall be included in the inventory, with the exception of equipment permanently fixed in a building such as heaters or lockers. The equipment inventory shall serve both the functions of control and conservation. The inventory shall include at least the description, name, date of acquisition, identification numbers, original cost, and location of use of all items. A record of the date and mode of disposal of all equipment removed from the inventory shall also be kept.

Unless otherwise required by the State Board of Education, the Superintendent or his or her designee shall conduct a physical inventory every seven years.

The inventory system shall be under the supervision of the Superintendent or designee.

**Legal Reference:**      **Connecticut General Statutes**

**7-392 Making of audits and filing of statements**

Policy adopted:      June 11, 2002  
Policy revised:      June 10, 2008  
Policy reviewed:      February 25, 2014

NEW MILFORD PUBLIC SCHOOLS  
New Milford, Connecticut

## FOR APPROVAL

*COMMENTARY: This policy is not legally mandated although it may be advisable for the Board and Administration to address this topic through policy and regulations. The Board may wish to consult with Town auditors to see if they have any recommendations for cash handling protocols that could be incorporated into this policy. The added legal references are to Conn. Gen. Stat. § 7-392 which requires municipalities to provide for the auditing of the financial statements of the school district and to Conn. Gen. Stat. § 10-237 which generally addresses school activity funds. That statute does not specifically address cash handling procedures in connection to school activity funds.*

*Update in green following May 3, 2022 Policy meeting.*

3450

### Business/Non-Instructional Operations

#### Monies in School Buildings

Monies collected by school district employees and by student treasurers shall be handled with good and prudent business procedures **and consistent with any recommendations of Town auditors. Such practices shall be utilized** both to demonstrate the ability of school system employees to operate in that fashion, and to teach such procedures to students.

All monies collected shall be receipted and accounted for and directed without delay to the proper person or location for deposit.

In no case shall monies be left overnight in schools except in safes provided for safekeeping of valuables, ~~and even then no more than a few dollars should be kept~~, except for petty cash authorized under Board of Education Policy #3451. All school banks shall provide for making bank deposits after regular banking hours to avoid leaving money in school overnight.

**Legal Reference:** Connecticut General Statutes

**7-392 Making of audits and filing of statements**  
**10-237 School activity funds**

**(cf. 3451 – Petty Cash Funds)**

Policy adopted: June 11, 2002  
Policy revised: June 10, 2008  
Policy reviewed: February 25, 2014

NEW MILFORD PUBLIC SCHOOLS  
New Milford, Connecticut



## FOR APPROVAL

*COMMENTARY: This policy is not legally mandated although it may be advisable for the Board and Administration to address this topic through policy and regulations. The Board may wish to consult with Town auditors to see if they have any recommendations for petty cash protocols that could be incorporated into this policy.*

*The added legal references are to Conn. Gen. Stat. § 7-392 which requires municipalities to provide for the auditing of the financial statements of the school district and to Conn. Gen. Stat. § 10-237 which generally addresses school activity funds. That statute does not specifically address petty cash protocols in connection to school activity funds.*

3451

### Business and Non-Instructional Operations

#### Petty Cash Funds

In order to facilitate minor purchases, the Superintendent shall establish a small, petty cash fund not to exceed \$250.00 in each school as well as for the central administrative office. Expenditures against the fund must be carefully itemized by the Principals. After a budget item is exhausted, no expenditures against this item may be made even from the petty cash fund, unless a line-item transfer is authorized under Board of Education policy #3160.

Legal Reference: Connecticut General Statutes

7-392 Making of audits and filing of statements

10-237 School activity funds

(cf. 3160 – Budget and Transfer of Funds)

(cf. 3451 – Petty Cash Funds)

Policy adopted: June 11, 2002  
Policy revised: June 10, 2008  
Policy revised: March 8, 2011  
Policy reviewed: February 25, 2014

NEW MILFORD PUBLIC SCHOOLS  
New Milford, Connecticut

**RECOMMENDED FOR REVISION AND  
APPROVAL AT INITIAL BOARD PRESENTATION**

Language in **RED** constitutes an addition

**Name Change.**

**4118.112(a)**

**4218.112(a)**

**Personnel -- Certified/Non-Certified**

**Sexual and Other Unlawful Harassment**

It is the policy of the New Milford Board of Education to maintain a working and learning environment that is free from sexual and other unlawful harassment. The Board will not tolerate the harassment of any applicant, employee, independent contractor, volunteer, student or visitor based on sex, sexual orientation, gender identity or expression, race, color, religion, national origin, ancestry, marital status, age, disability, genetic information or status as a veteran. All forms of harassment are prohibited whether verbal, physical or visual, and regardless of the medium through which it occurs. Such harassment violates Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and/or the Connecticut Fair Employment Practices Act.

This policy prohibits sexual and other unlawful harassment by employees, teachers, administrators, Board members, volunteers, and others contractually or otherwise under the control of the school system. It also protects against harassment by any third person who is on school premises, at a school workplace or who otherwise comes in contact with school personnel in connection with their employment at the school system.

Definition of Unlawful Harassment

Unlawful harassment means unwelcome and offensive conduct that has the purpose or effect of unreasonably interfering with an employee's performance and/or employment opportunities or that is sufficiently severe, pervasive or persistent so as to create an intimidating, hostile or offensive working environment. All forms of harassment are prohibited whether verbal, written, visual or physical and regardless of the medium through which it occurs.

Definition of Sexual Harassment

Unwelcome sexual advances, requests for sexual favors and other inappropriate verbal, non-verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of the conduct by an individual is used as the basis of employment decisions affecting the individual;
- The conduct has the purpose or effect of substantially interfering with an individual's work performance, and/or is sufficiently severe, pervasive or persistent that it creates an intimidating, hostile or offensive work environment; or
- Such conduct constitutes sexual harassment whether or not a threat of adverse job consequences is carried out and whether or not the employee actually suffers any tangible adverse job consequences.

## **Personnel -- Certified/Non-Certified**

### **Sexual and Other Unlawful Harassment**

Sexual harassment includes a wide range of behaviors - from pressure or requests for sexual activities to unwelcome sexual comments and innuendo to verbal abuse of a sexual nature. Unwelcome sexual flirtations and advances, offensive touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, and displays in the work place of sexually suggestive objects or pictures are some of the additional behaviors that constitute sexual harassment. Behavior appropriate in a social setting may not be appropriate in the school and work environment. Sexual harassment may be subtle and even unintentional. It may be directed towards members of the opposite or same sex.

#### Definition of Corrective Action

Corrective action means actions taken by an employer in response to an employee's claim of sexual harassment. Corrective action may include but is not limited to, employee relocation, assigning an employee to a different work schedule or other substantive changes to an employee's terms or conditions of employment.

The District shall not take immediate corrective action that modifies the conditions of a complaining employee's employment unless such employee agrees, in writing, to any modification of the terms of employment, or the District determines that such corrective action is reasonable and not of detriment to the employee who has brought a complaint of sexual harassment.

#### Examples of Sexual Harassment

While an exhaustive list is not possible, the following are examples of specific conduct that violate the law and policy and which, if severe and pervasive, constitute sexual harassment. In each case, such a determination will depend upon the totality of the circumstances, including the severity of the conduct and its pervasiveness. Sexual harassment includes, but is not limited to:

- Suggestive or obscene letters, notes, all electronic messages, voice mail messages, invitations, derogatory comments, slurs, jokes, epithets, touching, impeding or blocking movement, leering, gestures, noises, pulling at clothes, display of sexually suggestive objects, pictures or cartoons, sexual assault, attempted sexual assault;
- Continuing to express sexual interest after learning of or being informed that the interest is unwelcome.
- Coercive sexual behavior used to control, influence, or affect the career, salary and/or work environment of another employee, such as threats of reprisal, implying or withholding support for an appointment, promotion, transfer, or change of assignment;
- Discussion of one's own sexual activities or inquiries into others' sexual experiences;

## **Personnel -- Certified/Non-Certified**

### **Sexual and Other Unlawful Harassment**

- Suggesting a poor performance evaluation will be prepared or that a probationary period of employment will not be completed successfully;
- The creation of an atmosphere of sexual harassment or intimidation, or a hostile or offensive working environment; and
- Inappropriate attention of a sexual nature.

### Remedies Available to Address Sexual Harassment

Victims of sexual harassment may have a number of remedies available to them including, but not limited to: cease and desist orders, back pay, compensatory damages, hiring, promotion or reinstatement.

### Relationships at the Workplace

Sexual or romantic relationships between employees and students are strictly prohibited whether or not they constitute sexual harassment as defined in this policy. In addition, those working for the school system, and especially those in position of authority, should be sensitive to the questions about mutuality of consent that may be raised, and to the conflicts of interest that may exist, in personal relationships with other school personnel.

### Examples of Other Unlawful Harassment

Unwelcome speech or conduct of an offensive or hostile nature based on an individual's race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity or expression, marital status, ancestry, genetic information or status as a veteran is also prohibited by this policy. Examples of such unlawful harassment include, but are not limited to, the following:

- Intimidation and implied or overt threats of physical violence or physical acts of aggression or assault upon another or damage to another's property that is motivated by race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity or expression, marital status, ancestry, genetic information, status as a veteran or any other basis prohibited by local, state and federal law;
- Depending upon the circumstances and context, demeaning jokes, taunting, slurs, derogatory nicknames, innuendos or other negative or offensive remarks relating to an individual's race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity or expression, marital status, ancestry, genetic information, status as a veteran or any other basis prohibited by local, state and federal law;

## **Personnel -- Certified/Non-Certified**

### **Sexual and Other Unlawful Harassment**

- Depending upon the circumstances and context, graffiti, slogans, or visual displays such as cartoons, graphics or posters depicting slurs or derogatory sentiments relating to an individual's race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity or expression, marital status, ancestry, genetic information, status as a veteran or any other basis prohibited by local, state and federal law.

### Complaint Procedure

All members of the school community are responsible for helping to assure that sexual and other unlawful harassment is avoided. Any person who has observed or otherwise becomes aware of the conduct prohibited by this policy should bring the matter to the immediate attention of the Title IX Coordinator. The District's Title IX Coordinator is:

~~Catherine Gabianelli~~ **Rebecca Adams**  
Director of Human Resources  
50 East Street  
New Milford, CT 06776  
860-210-2200

Supervisors and administrators who become aware of possible violations of this policy and fail to report them may be subject to discipline.

The Superintendent of Schools is authorized to develop and maintain regulations establishing a complaint procedure for reporting violations of this policy. Any person who feels he or she has been harassed or victimized in violation of this policy should process a complaint in accordance with the Complaint Procedure described in the accompanying regulations.

All complaints will be promptly investigated in as confidential a manner as practical and appropriate corrective action will be taken when warranted. Any employee, volunteer or other individual under the control of the school system who is determined after an investigation to have engaged in harassment in violation of this policy will be subject to discipline, including possible dismissal. He or she may also be personally liable in any legal action brought against him or her.

District employees and job applicants who feel that they have been the victim of sexual or other unlawful harassment may also file a complaint with the Connecticut Commission on Human Rights and Opportunities ("CHRO"). More information concerning the illegality of sexual harassment, remedies available to the victims of sexual information and CHRO complaint filing procedures is available online at:

[https://www.ct.gov/chro/libichro/Sexual\\_Harassment\\_Flyer.pdf](https://www.ct.gov/chro/libichro/Sexual_Harassment_Flyer.pdf)

## **Personnel -- Certified/Non-Certified**

### **Sexual and Other Unlawful Harassment**

#### Retaliation

Retaliation against an individual because she or he has reported harassment or has cooperated in an investigation of alleged harassment is a violation of Board policy and state and federal law. Such retaliation is a form of harassment and will be handled in the same manner as other forms of unlawful harassment.

#### Responsibilities of the Title IX Coordinator

The Title IX Coordinator is responsible for the following:

1. Ensuring that all complaints of unlawful harassment are investigated in a prompt and objective manner;
2. Ensuring the school district's compliance with various statutory record keeping, notice and training requirements in the area of harassment. This includes the requirement of posting in a prominent and accessible location information concerning the illegality of sexual harassment and remedies available to victims of sexual harassment;
3. Reviewing the Board's policy on harassment and these accompanying administrative regulations periodically for appropriate updating, and monitoring them on an on-going basis for effective implementation;
4. Ensuring that the Board's policy and administrative regulations are distributed to all employees annually;
5. Ensuring that the definition of "harassment" as well as the process by which any person may make a complaint of sexual, racial or other unlawful harassment is part of the orientation for all employees at the start of the school year and new employees during the school year;
6. Ensuring employees are aware of who is serving as Title IX Coordinator for personnel for the District and how he or she may be reached.

## **Personnel -- Certified/Non-Certified**

### **Sexual and Other Unlawful Harassment**

#### Sexual Harassment Training

All district employees must attend a two-hour, school-sponsored sexual harassment training program. Such training shall include, at minimum, a description of the state and federal laws prohibiting sexual harassment, the definition of sexual harassment, a discussion of the types of conduct that may constitute sexual harassment, a description of the remedies available in such cases, a discussion of strategies to prevent sexual harassment and the warning that individuals who commit acts of sexual harassment may be subject to civil and criminal penalties.

Such training shall be provided to all existing employees by April 19, 2021, except that employees who received such training after October 1, 2018 shall not be required to attend such training a second time. Any new employee hired on or after October 1, 2019 shall receive such training not later than six months after his or her date of hire. All employees shall receive periodic supplemental training at least once every ten years after attending their initial sexual harassment training program.

#### Dissemination of Policy

A copy of this policy and its accompanying administrative regulation shall be emailed to all employees who have been assigned a New Milford Public Schools' email account and all employees who have not been assigned a New Milford Public Schools' email account but who have provided the District with a personal email account. Such email correspondence shall be sent by the District within three months of the employee's start date. A copy of this policy and its accompanying administrative regulation shall also be accessible via the District's website.

#### **Legal References:**

##### **Connecticut General Statutes**

- 10-153 Discrimination Based on Marital Status
- 46a-54(15) Commission powers
- 46a-60(a) Connecticut Fair Employment Practices Act
- 46a-81c Sexual Orientation Discrimination- Employment
- R.S.C.A. 46a-54-200 through 46a-54-207

##### **Connecticut Executive Orders:**

- Exec. Order No. 7DDD (June 29, 2020)
- Exec. Order No. 9L (Nov. 9, 2020)
- Exec. Order No. 10A (Feb. 8, 2021)

**Personnel -- Certified/Non-Certified**

**Sexual and Other Unlawful Harassment**

United States Code

- 20 U.S.C. 1681 Title DC of the Education Amendments of 1972
- 29 U.S.C. 623 Age Discrimination in Employment Act
- 29 U.S.C. 794 Section 504 of the Rehabilitation Act of 1973
- 42 U.S.C. 2000d and 2000e Titles VI and VII of the Civil Rights Act of 1964
- 42 U.S.C. 2000ff Genetic Information Nondiscrimination Act of 2008
- 42 U.S.C. 6101 Age Discrimination Act of 1975
- 42 U.S.C. 12101 Americans with Disabilities Act
- 29 C.F.R. 1604.11 EEOC Guidelines on Sexual Harassment

Policy adopted: December 9, 2003  
Policy revised: November 7, 2005  
Policy revised: June 14, 2011  
Policy revised: October 11, 2011  
Policy revised: May 12, 2015  
Policy revised: February 27, 2018  
Policy revised: October 15, 2019  
Policy revised: February 23, 2021

NEW MILFORD PUBLIC SCHOOLS  
New Milford, CT



## FOR SECOND REVIEW

*COMMENTARY: Conn. Gen. Stat. § 10-237 authorizes boards of education to establish school activity funds for specified purposes including school lunch programs, drivers-ed courses and individual school and school organization programs. The statute requires the board of education to designate a treasurer for each fund (which may be a BOE member) and provides that the treasurer must be bonded. The statute allows for the expenditure from such funds pursuant to regulations approved by the BOE. School activity funds are subject to auditing in the same manner as town accounts although a 1955 legal opinion from the Connecticut Attorney General states that school activity funds are board of education accounts. Some districts delegate the authority to establish school activity funds to the superintendent or designee subject to applicable regulations. If the Board wishes to do so, some slight amendments will need to be made to the suggested revisions in the first paragraph below. The Board may wish to consult with Town auditors to see if they have any recommendations for fund protocols that should be incorporated into this policy and/or the accompanying administrative regulation.*

*This policy has been combined with policy 3453.1 Unexpended Class Funds.*

**3453(a)**

### **Business/Non-Instructional Operations**

#### **School Activity Funds**

The Board may establish and maintain in its custody school activity funds through which it may handle (1) the finances of that part of the cost of the school lunch program not provided by Town of New Milford appropriations, (2) the finances of that part of the cost of driver education courses furnished by the Board and not provided by Town of New Milford appropriations and (3) such funds of schools and school organizations as the Board from time to time determines to be desirable. Whenever the Board establishes a school activity fund it shall designate a fund treasurer who shall be properly bonded. The designated treasurer may be a Board of Education member, but no Board member designated to serve as a fund treasurer shall receive compensation for such services. The Board may receive and accept gifts and donations to be appropriated to school activity funds.

~~School Activity Funds may be established to handle school funds and the funds of school organizations that the Board determines to be desirable. Although the control of these funds shall remain in the name of the respective schools and organizations, the Superintendent's office must adopt regulations and/or procedures to control the collection of funds and the expenditures from these accounts in a fiduciary manner.~~

Administrative regulations regarding the administration of school activity funds shall be developed by the Superintendent. All activity within these funds should be directed towards promoting the general welfare, education and morale of the student body and financing the normal legitimate extra-curricular activities of various student organizations. Each activity fund or organization should have a clear statement of purpose on file. This statement of purpose should address both the raising and spending of funds. Insofar as possible, funds should be used to benefit those students who contributed to the accumulation of the funds or for those activities for which funds were collected or accumulated.

## Business/Non-Instructional Operations

### School Activity Funds

The management of activity funds shall be in accordance with sound business practices **and consistent with any recommendations of Town auditors**. Each ~~building Principal, as trustee for and designated~~ treasurer of **a school** activity fund, shall be directly responsible for the operation of the fund/account in accordance with established procedures and shall be bonded. The ~~building Principal~~ **designated treasurer**, with the assistance of the Business Office, shall be responsible for the adequate maintenance of records and timely issue of reports for the same.

The following general guidelines are to be implemented via specific administrative **regulations and** procedures:

1. All bank accounts are to be listed with the District's Business Office.
2. Only transactions dealing with student related activities or for those activities expressly permitted by the Board through the Superintendent or his/her designee may flow through these accounts.
3. All accounts must require at least two (2) signatures for expenditures or withdrawals.
4. These accounts must be included as part of the annual municipal audit.
5. An annual report for all accounts must be submitted to the Board.
6. All money collected shall be placed in a locked and secure location for safe keeping prior to making a bank deposit and such deposit shall be made in accordance with Board of Education policy #3450.

### Unexpended Class Funds

All invoices or obligations incurred by the Senior Class must be paid out of the senior class fund no later than the opening day of the following school year. No new obligations may be incurred any later than one week after graduation.

Remaining funds will be turned over to two class officers, in trust for the class, for the purpose of supporting the five year or a later reunion, unless the majority of the class resolves that the funds will be used for some other purpose which benefits those students who contributed to the accumulation of the funds.

(cf. 1324 – Fund Raising In and For The Schools)

(cf. 3450 – Monies in School Buildings)

(cf. 3451 – Petty Cash Funds)

**Business/Non-Instructional Operations**

**School Activity Funds**

Legal Reference: Connecticut General Statutes

7-392 Making of audits and filing of statements

10-237 Student Activity Funds

Policy adopted: March 12, 2002  
Policy revised: June 10, 2008  
Policy reviewed: February 25, 2014

NEW MILFORD PUBLIC SCHOOLS  
New Milford, Connecticut

## FOR SECOND REVIEW

*COMMENTARY: This policy is not legally mandated. Since the senior class fund is presumably a school activity fund it may make sense to incorporate the provisions of this policy into the school activity fund policy or regulation.*

*The language in this policy has been added to policy 3453 School Activity Funds.*

**3453.1**

### **~~Business/Non-Instructional Operations~~**

#### **~~Unexpended Class Funds~~**

~~All invoices or obligations incurred by the Senior Class must be paid out of the senior class fund no later than the opening day of the following school year. No new obligations may be incurred any later than one week after graduation.~~

~~Remaining funds will be turned over to two class officers, in trust for the class, for the purpose of supporting the five year or a later reunion, unless the majority of the class resolves that the funds will be used for some other purpose which benefits those students who contributed to the accumulation of the funds.~~

Policy adopted: June 11, 2002  
Policy revised: June 10, 2008  
Policy revised: March 8, 2011  
Policy reviewed: February 25, 2014

NEW MILFORD PUBLIC SCHOOLS  
New Milford, Connecticut



Office of Fiscal Services & Operations  
50 East Street  
New Milford, Connecticut 06776

9M  
BOE Meeting June 2022

TO: Alisha DiCorpo, Superintendent  
FROM: Anthony J. Giovannone, Director of Fiscal Services and Operations  
Date: June 1, 2022  
RE: End of Year Balance 2021-22

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The projected fiscal year-end balance is currently \$1,797,260 or 2.73% of the original budget for the current year (2021-22). Authorized end of year projects have already been encumbered for and factored in. The amounts stated constitute a projection only and may change as we move closer to the fiscal year end. It is the best attempt at this time, with present data, to project where the 2021-22 Operating Fiscal Year End Balance may land.

Historically, any amount unspent at the end of the fiscal year is at the Board's discretion to request of the Town Council and Board of Finance, that such funds be put in the following pending the final audit:

- Capital Reserve account for projects. A revised and updated 5 year capital plan is now available that demonstrates the revised need across the district to fund improvements and maintain existing systems. It is presented this month separately for a motion to withdraw funds for the projects outlined in the 22/23 request year.
- Contribution towards Turf Field Replacement. Both the Town and the Board of Education have been working together by funding the eventual replacement of this asset when needed. Past contributions from the Board are outlined on the Budget Position listing under the monthly reports.

Additionally for consideration this year, instead of a contribution to our local COVID funds that we requested in prior years, should be the following:

- Contribution towards Internal Service Fund (ISF). This would be for Health Insurance if the projection of 10.5% trend holds true through next fiscal year as the current 22-23 budget only includes a 8.0% increase for trend. The amount is estimated to be \$201,800.

If the Board of Education votes to make a contribution towards the Turf Field Replacement and the Internal Service Fund (ISF), the remaining balance can be requested to be deposited in the Capital Reserve account **with the exception of any energy line items related to the current slate of energy savings projects**. While the amount of that carve out will not be known specifically until fiscal year end close, those balances must go towards the December 2022 payment for the ESG initiative and not funnel to the Capital Reserve account.

The 2nd page of this memo contains the 10 year history of fiscal year-end balances for the Board of Education.



Office of Fiscal Services & Operations  
50 East Street  
New Milford, Connecticut 06776

9M  
BOE Meeting June 2022

## 10 YEAR BOE HISTORY OF FISCAL YEAR-END BALANCES

Budget Year	Total Budget	End of Year Balance	% of Budget	10 Year Average
2020/2021	\$64,464,776	\$3,098,775	4.81%	<b>1.44%</b>
2019/2020	\$64,040,692	\$2,910,100	4.54%	
2018/2019	\$63,010,586	\$365,213	0.58%	
2017/2018	\$62,810,586	\$327,903	0.52%	
2016/2017	\$61,686,660	\$194,315	0.32%	
2015/2016	\$61,178,808	\$264,406	0.43%	
2014/2015	\$60,961,778	\$237,262	0.39%	
2013/2014	\$59,634,148	\$680,562	1.14%	
2012/2013	\$57,557,533	\$770,807	1.34%	
2011/2012	\$57,194,266	\$181,209	0.32%	

Sincerely,  
Anthony J. Giovannone  
Director of Fiscal Services and Operations



**TO: Ms. Alisha DiCorpo, Superintendent**  
**FROM: Anthony J. Giovannone, Director of Fiscal Services and Operations**  
**Date: June 1, 2022**  
**RE: 5 Year Capital Plan**

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The following pages include only the portion of the 5 year capital plan that we anticipate to be funded through the Board of Education (BOE) capital reserve account and do not include any joint projects in collaboration with the Town or projects to be otherwise bonded. The changes since the document was last presented at the Operations Subcommittee in May 2022 are as follows:

- **Technology** - Auditorium and Gym A/V Upgrades has zero amount shown for 22/23. The district is doing the NMHS Auditorium Projector and Controls via an end of year project that was approved last month and is taking place now. Before a request is made for the 23/24 year and beyond, the needs for capital audio/visual will be fleshed out and updated on the document by school location.
- **Technology** - Chromebook items highlighted have been zeroed out as we expect those to be covered through the Emergency Connectivity Fund (ECF) grant. The amount was \$105,840 and that has now been redistributed to 2 separate items in the 22/23 request column:
  - \$80,840 added to SmartBoard refresh that will allow for more units to be replaced. Originally there were 15 units being requested for 22/23. The revised request that now totals \$115,340 will be able to afford approximately 38 new units.
  - \$25,000 moved to Switch upgrades that will improve our Technology infrastructure.
- **Music** - Piano replacements has zero amount shown for 22/23. The district is doing a piano refresh at NMHS via an end of year project that was approved last month and is taking place now. Before a request is made for the 23/24 year and beyond, the needs for pianos will be fleshed out and updated on the document by school location.
- **Facilities** - The Security Camera refresh cycle has been revised from the previous amount of \$200,000 to the new request amount of \$225,000 based on need after a walk through was conducted.
- **Facilities** - The wall panel replacement for NES in the amount of \$330,000 has been removed from this document and now resides with the joint/bond projects list alongside the eventual roof replacement for NES.

It is my recommendation that the BOE vote to formally authorize the projects listed with the amounts in the 22/23 column that total \$980,030 with funding to come from the BOE Capital Reserve Account. That account, after the promised contribution towards the NMHS roof replacement but before the expected deposit of a portion of the 21/22 year end funds, is shown on the Budget Position listing this month and is stated in the amount of \$2,589,825.

*Sincerely,*  
*Anthony J. Giovannone*  
*Director of Fiscal Services and Operations*



## CAPITAL 5 YEAR PLAN - TECHNOLOGY

LOCATION	DESCRIPTION	2022/23	2023/24	2024/25	2025/26	2026/27	TOTAL
DISTRICT	Auditorium and Gym A/V Upgrades	\$0	TBD	TBD	TBD	TBD	\$0
DISTRICT	Infrastructure Upgrades - Wireless Access Points	\$8,100	\$15,000	\$3,500	\$3,500	\$3,500	\$33,600
DISTRICT	Infrastructure Upgrades - Firewall	\$25,000	\$35,082				\$60,082
DISTRICT	Infrastructure Upgrades - Servers	\$28,000	\$16,000	\$8,000	\$8,000	\$8,000	\$68,000
DISTRICT	Infrastructure Upgrades - Switches	\$25,000	\$18,150	\$18,150	\$18,150	\$18,150	\$97,600
DISTRICT	Hard Tokens (UBKey)		\$17,000	\$2,000	\$2,000	\$2,000	\$23,000
DISTRICT	Teacher Laptop Replacement	\$2,000					\$2,000
DISTRICT	Cloud based phone system			\$99,999			\$99,999
DISTRICT	Teacher/Admin Laptop Replacement	\$2,800	\$6,000	\$3,000	\$10,000	\$335,000	\$356,800
DISTRICT	Non Certified Staff Chromebooks	\$1,000					\$1,000
DISTRICT	Admin Laptop Replacement	\$5,000					\$5,000
HPS	Chromebook - Grade K (113 units)	\$0	\$37,629		\$37,629		\$75,258
NES	Chromebook - Grade K (129 units)	\$0	\$42,957		\$42,957		\$85,914
SNIS	Chromebook - Grade 6 (270 units)	\$0	\$89,910	\$78,588	\$81,585	\$81,252	\$331,335
NMHS	Chromebook - NMHS (100 units)	\$0	\$33,300	\$33,300	\$33,300	\$80,000	\$179,900
DW	Smartboard Refresh (38 units)	\$115,340	\$82,500	\$82,500	\$82,500	\$82,500	\$445,340
NMHS	PLTW Desktop/Laptop Refresh (46 units)	\$50,000	\$50,000				\$100,000
SMS	PLTW Desktop/Laptop Refresh (25 units)		\$25,000				\$25,000
DEPARTMENT TOTAL - TECHNOLOGY		\$262,240	\$468,528	\$329,037	\$319,621	\$610,402	\$1,989,828

## CAPITAL 5 YEAR PLAN - BAND / MUSIC / CHORUS

LOCATION	DESCRIPTION	2022/23	2023/24	2024/25	2025/26	2026/27	TOTAL
DISTRICT	PIANO REPLACEMENTS	\$0	TBD	TBD	TBD	TBD	\$0
DISTRICT	INSTRUMENT REPLACEMENTS	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
DISTRICT	UNIFORMS - ONGOING REPLACEMENTS (10 UNITS)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
DISTRICT	EQUIPMENT (STANDS & FIELD EQUIPMENT)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
DEPARTMENT TOTAL - BAND		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000

## CAPITAL 5 YEAR PLAN - ATHLETICS

LOCATION	DESCRIPTION	2022/23	2023/24	2024/25	2025/26	2026/27	TOTAL
DISTRICT	UNIFORMS	\$8,000	\$12,000	\$18,000	\$12,000	\$12,000	\$62,000
DISTRICT	WEIGHT ROOM UPGRADING	\$10,000	\$10,000	\$10,000	\$10,000	\$5,000	\$45,000
DISTRICT	FENCE REPAIR - SOFTBALL	\$10,000					\$10,000
DISTRICT	SAFETY NET - JV SOFTBALL	\$47,290					\$47,290
DEPARTMENT TOTAL - ATHLETICS		\$75,290	\$22,000	\$28,000	\$22,000	\$17,000	\$164,290



# CAPITAL 5 YEAR PLAN - FACILITIES

LOCATION	DESCRIPTION	2022/23	2023/24	2024/25	2025/26	2026/27	TOTAL
DISTRICT	SECURITY ENHANCEMENTS - ACCESS CONTROLS		\$125,000				\$125,000
DISTRICT	VEHICLE REPLACEMENT (2022 Ford 350 with acc.)	\$88,000					\$88,000
DISTRICT	CUSTODIAL EQUIPMENT (1 Floor Scrubber)		\$17,750	\$17,750	\$18,000	\$19,000	\$72,500
DISTRICT	RECURRING DOOR REPLACEMENTS		\$13,500		\$14,200		\$27,700
DISTRICT	ASBESTOS ABATEMENT		\$15,000	\$15,000	\$16,000	\$17,000	\$63,000
DISTRICT	GROUPS EQUIPMENT REPLACEMENTS		\$53,000	\$22,000			\$75,000
DISTRICT	PLAYGROUND COMPLIANCE (MULCH & REPAIRS)	\$15,000		TBD			\$15,000
DISTRICT	MANDATORY 5 YEAR SPRINKLER TESTS		TBD				\$0
DISTRICT	CARPET REPLACEMENT	\$20,000		\$20,000		\$20,000	\$60,000
DISTRICT	PAINTING PROJECTS	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
DISTRICT	DOOR LOCKS		TBD				\$0
DISTRICT	SECURITY CAMERA REFRESH CYCLE	\$225,000	\$30,000	\$30,000			\$285,000
DISTRICT	SEPTIC TANK ASSESSMENTS		TBD				\$0
DISTRICT	HVAC REPLACEMENT		\$55,000	\$55,000	\$55,000	\$55,000	\$220,000
NMHS	TURF FIELD MAINTENANCE		\$10,000				\$10,000
NMHS	MASONRY REPAIRS CHIMNEY	\$8,500					\$8,500
NMHS	FLOORING REPLACEMENT			\$55,000			\$55,000
NMHS	GYM CEILINGS		TBD				\$0
NMHS	GYM FLOORS REFINISHING		\$40,000	\$30,000			\$70,000
NES	CIRC PUMPS AND MANIFOLD		\$25,000				\$25,000
NES	CONDENSING UNIT REPLACEMENT R-22 (4 units)			\$88,000			\$88,000
HPS	MASONRY REPAIRS CHIMNEY	\$10,000					\$10,000
HPS	CONDENSING UNIT REPLACEMENT R-22 (5 units)			\$231,000			\$231,000
HPS	AHU REPLACEMENT/ UPGRADE CAFE			\$121,000			\$121,000
HPS	ROOF REPLACEMENT			TBD			\$0
SMS	OIL TANK REPLACEMENT		\$225,000				\$225,000
SMS	CONDENSING UNIT REPLACEMENT R-22 (8 units)				\$165,000		\$165,000
SMS	AHU/RTU REPLACEMENT COMP LAB		\$55,000				\$55,000
SMS	ELEVATOR REPLACEMENT	\$225,000					\$225,000
SMS	HIGH EFFICIENCY BOILER REPLACEMENT					\$858,000	\$858,000
SMS	MOTORS & VFD'S RTU (12 units)				\$132,000		\$132,000
SMS	MASONRY REPAIRS CHIMNEY	\$14,000					\$14,000
SNIS	RAILING REPAIRS	\$12,000					\$12,000
DEPARTMENT TOTAL - FACILITIES		\$627,500	\$674,250	\$694,750	\$410,200	\$979,000	\$3,385,700

	2022/23	2023/24	2024/25	2025/26	2026/27	TOTAL
GRAND TOTAL - TECH, BAND, ATHLETICS & FACILITIES	\$980,030	\$1,179,778	\$1,066,787	\$766,821	\$1,621,402	\$5,614,818

<b>ITEM OF INFORMATION</b>
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Name Change.

**4111.1(a)**

**4211.1(a)**

## **Personnel – Certified/Non-Certified**

### **Procedures for Employee Complaints of Discrimination**

The New Milford Board of Education provides equal employment opportunities for all employees and applicants for employment. All employment decisions are made without regard to race, color, national origin, sex (including pregnancy), age, disability, religion, sexual orientation, gender identity or expression, marital status, ancestry, genetic information, veteran status, or any other basis prohibited by law.

“Race” is inclusive of ethnic traits historically associated with race, including, but not limited to, hair texture and protective hairstyles. “Protective hairstyles” includes, but is not limited to, wigs, hairwraps and hairstyles such as individual braids, cornrows, locs, twists, Bantu knots and afro puffs.”

Although discrimination also includes sexual, racial or other unlawful harassment, the prohibition of such conduct is governed by a separate Board policy. Please refer to Board Policy 4118.112, 4218.112 and regulations for the procedure for complaints of sexual, racial or other unlawful harassment.

Employees who believe they have suffered discrimination in violation of this policy are encouraged to promptly report such incidents to a Building Principal or the district’s Title IX Coordinator or both. Timely reporting of incidents of unlawful harassment enables the school district to properly investigate and resolve such complaints.

Complaints will be investigated promptly and corrective action will be taken when warranted. Any reprisals or retaliations found to have occurred as a result of reporting discrimination may result in disciplinary action against the retaliator.

### **Reporting a Complaint of Discrimination**

Any applicant or employee who feels that he/she has been discriminated against on the basis of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity or expression, marital status, ancestry, genetic information, or veteran status or should promptly bring his/her complaint to the attention of one of the following school officials: Building Principal or Title IX Coordinator.

## Personnel – Certified/Non-Certified

### Procedures for Employee Complaints of Discrimination

The Title IX Coordinator(s) for the New Milford Board of Education are:

**STUDENTS:**

Ms. Holly Hollander  
Assistant Superintendent  
50 East Street  
New Milford, CT 06776  
Phone number: 860-354-3235  
[hollanderh@newmilfordps.org](mailto:hollanderh@newmilfordps.org)

**STAFF:**

~~Mrs. Catherine Gabianelli~~ **Ms. Rebecca Adams**  
Director of Human Resources  
50 East Street  
New Milford, CT 06776  
860-210-2200  
[gabianellie@newmilfordps.org](mailto:gabianellie@newmilfordps.org) [adamsr@newmilfordps.org](mailto:adamsr@newmilfordps.org)

Although there is no requirement that the complaint be in writing, the school official should encourage the complainant to submit the complaint in writing and may assist the complainant in writing the complaint.

The written complaint should state the following (the form in Appendix A may be provided for the convenience of the complainant, but is not required):

1. name of the complainant;
2. date that the complaint was made;
3. name(s) of the person(s) who discriminated against complainant;
4. date and place of the alleged discriminatory conduct;
5. names of any witnesses;
6. list of documentary evidence, if any;
7. statement of the facts supporting the complaint of discrimination.

### **Investigation of Complaints of Discrimination other than Harassment**

*Investigator:* The Title IX Coordinator is responsible for designating the investigator of any complaint, which may be himself/herself or a properly trained staff member, administrator or outside investigator. The advice of legal counsel should be sought as necessary. The designation of the investigator, if other than the Title IX Coordinator, shall be done promptly.

During any stage of the investigation, the investigator may attempt to resolve the complaint in the least disruptive, most prompt and confidential manner.

*Interim measures:* The investigator shall assess whether there is a necessity to take immediate interim measures to prevent further allegations of discrimination or retaliation of any kind while the investigation is pending.

## **Personnel – Certified/Non-Certified**

### **Procedures for Employee Complaints of Discrimination**

*Investigation:* The investigation shall be conducted with objectivity and completed in a timely manner. The investigator shall consult with all individuals believed to have relevant information, including the complainant, the person(s) accused of the discriminatory conduct, potential witnesses and other possible victims of the alleged conduct. The investigation shall be carried on discreetly, maintaining confidentiality insofar as possible while still conducting an effective and thorough investigation. Throughout the investigative process, the due process rights of the person(s) accused of discrimination shall be respected. The investigator shall keep the complainant apprised of the status of the investigation on a periodic basis.

*Documentation:* The investigator should carefully document all aspects of the investigation, including any informal resolution of the complaint. Documentation should be maintained in an investigative file. Documentation of disciplinary actions taken should be maintained in the employee's personnel file or the student's disciplinary file.

*Written Report:* After an impartial and prompt investigation of the complaint, the investigator should ascertain (1) whether the alleged discrimination occurred and (2) whether such conduct constitutes a violation of the Board's policy. If there is a violation, the investigator should recommend any remedial action appropriate to redress the discrimination and/or prevent any recurrence of such conduct in the future. The investigator should commit the findings and recommendations to writing and forward the report to the Title IX Coordinator and Superintendent of Schools. Unless unusual circumstances exist, the written report shall be completed without delay. If the Superintendent is the subject of the investigation, the Board of Education shall receive the findings and recommendations.

*Notification of Results of Investigation:* The results of the investigation will be promptly communicated to the parties involved in a manner consistent with state and federal laws regarding data and records privacy.

*Request for Review:* If the complainant is unsatisfied with the results of the investigation, he/she may request a review by the Superintendent of Schools within 10 school days of the notification of the results of the investigation. The Superintendent (or designee) shall review the investigator's written report and further investigation may be conducted if necessary. The complainant may present additional evidence or witnesses for the reviewer to consider. Absent unusual circumstances, the Superintendent shall promptly notify the complainant in writing of the results of his/her review.

## **Personnel – Certified/Non-Certified**

### **Procedures for Employee Complaints of Discrimination**

*Corrective Action:* If discrimination in violation of Board policy has been determined to have occurred, the school district will take prompt remedial action to redress the discrimination. School district action taken for violation of this policy shall be consistent with the requirements of applicable collective bargaining agreements, state and federal law, and other school district policies.

#### **Alternative Complaint Procedures**

The Connecticut Commission of Human Rights and Opportunities (CHRO) investigates complaints of employment discrimination based upon race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity or expression, marital status, ancestry, or genetic information. CHRO may be contacted at 21 Grand Street, Hartford, CT 06106 (860-541-5737).

The U. S. Equal Employment Opportunity Commission (EEOC) investigates complaints of employment discrimination based upon race, color, sex, religion, national origin, age, or disability. The EEOC may be contacted at John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203, 1-800-669-4000.

The EEOC and CHRO apply a statute of limitation of one hundred and eighty (180) days to complaints of employment discrimination.

The U. S. Department of Labor, Veteran's Employment and Training Service investigates complaints of discrimination based upon veteran status. The Veteran's Employment and Training Service may be contacted at 1-866-4-USA-DOL.

Regulation adopted: June 14, 2011  
Regulation revised: October 11, 2011  
Regulation revised: February 24, 2015  
Regulation revised: August 17, 2021

NEW MILFORD BOARD OF EDUCATION  
New Milford, Connecticut

## ITEM OF INFORMATION

Name Change.

4118.112(a)  
4218.112(a)

### **Personnel – Certified/Non-Certified**

#### **Sexual and Other Unlawful Harassment**

##### **Complaint Procedures**

It is the policy of the New Milford Board of Education to encourage victims of sexual, racial or harassment as defined by Board policy 4118.112/4218.112 to promptly report such complaints. Timely reporting of complaints facilitates the investigation and resolution of such complaints.

Any employee who feels that he/she has been harassed on the basis of sex, sexual orientation, gender identity or expression, race, color, religion, national origin, ancestry, marital status, age, disability, genetic information or any other basis prohibited by local, state and federal law should bring this/her complaint to the Principal, Assistant Principal or District Title IX Coordinator. The Principal or Assistant Principal will immediately inform the District Title IX Coordinator upon receipt of any such complaint, or the Superintendent if the District Title IX Coordinator is the subject of the complaint.

All complaints will be investigated promptly and corrective action will be taken when allegations are verified. Confidentiality will be maintained to the extent practical. Any reprisals or retaliations found to have occurred as a result of reporting sexual or other unlawful harassment may result in disciplinary action against the retaliator, up to and including discharge. All reports of conduct that violates this policy shall be reviewed regardless of whether the report has been made in writing.

The school district will provide staff development for new district administrators and other supervisors and will publish its policy and complaint procedure to employees in an effort to maintain an environment free of sexual and other unlawful harassment.

##### **Responsibilities of Personnel**

All Employees. Any staff member who feels that he or she is a victim of sexual, racial or other unlawful harassment is strongly urged to immediately report the incident to the Building Principal or Title IX Coordinator. If possible, the victim should consider firmly and immediately notifying the offender that his or her behavior is unwelcome and request that it stop. It is extremely important for victims to report any form of harassment to the Building Principal or Title IX Coordinator even if the offender has been told that his or her behavior is unwelcome and has been asked to stop the unwelcome conduct. If the Building Principal is the subject of the complaint, then the employee must make the complaint to the Title IX Coordinator. If the Title IX Coordinator is the subject of the complaint, then the employee must make the complaint to the Superintendent.

## **Personnel – Certified/Non-Certified**

### **Sexual and Other Unlawful Harassment**

Any employee, supervisor or administrator who has not been victimized but is aware of a possible violation of the Board’s policy on sexual and other unlawful harassment should likewise report such information verbally or in writing. Administrators and supervisors who fail to report possible violations of this policy may be subject to discipline up to and including termination of employment.

Administrators. Any complaint or other communication from an applicant for employment, an employee, a visitor, a government agency, or an attorney concerning sexual and/or other harassment should be immediately shared with the District Title IX Coordinator, who has responsibility for the proper resolution of all reports and complaints. If notification to the District Title IX Coordinator is impractical or inappropriate under the circumstances, the Superintendent should be contacted. Any and all investigations should be conducted with the guidance of the District Title IX Coordinator or Superintendent of his or her designee.

Title IX Coordinator. The Title IX Coordinator shall be responsible for the investigation of all verbal and written complaints of alleged discrimination including unlawful harassment. The Title IX Coordinator shall ensure a prompt and equitable resolution of all complaints.

### **Notice of Board Policy and Administrative Regulation**

A copy of the Board’s sexual and other unlawful harassment policy and this accompanying administrative regulation, shall be emailed to all employees who have been assigned a New Milford Public Schools’ email account and all employees who have not been assigned a New Milford Public Schools’ email account but who have provided the District with a personal email account. Such email correspondence shall be sent by the District within three months of the employee’s start date and shall bear the subject line “Sexual Harassment Policy.”

Copies of the Board’s sexual and other unlawful harassment policies and this accompanying administrative regulation shall also be accessible via the District’s website.

### **Reporting a Complaint of Unlawful Harassment**

Any applicant or employee who feels that he/she has been harassed on the basis of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity or expression, marital status, ancestry, or genetic information should immediately bring his/her complaint to the attention of one of the following school officials: Building Principal or district’s Title IX Coordinator.



## **Personnel – Certified/Non-Certified**

### **Sexual and Other Unlawful Harassment**

The district's Title IX Coordinator is:

~~Catherine Gabianelli~~ **Rebecca Adams**  
Director of Human Resources  
50 East Street  
New Milford, CT 06776  
860-210-2200

Upon any notice from an employee that illegal harassment may be occurring, the school official taking the complaint should inform the employee of the school district's policy and regulations, including the school district's legal obligation to investigate every report even where the complainant is hesitant to pursue the complaint. If the complaint is not in writing, the administrator should encourage the employee to commit the complaint to writing and provide the employee a form that he or she may use for this purpose. The administrator may assist the employee in writing the complaint.

The written complaint should state the following (the form in Appendix A may be provided for the convenience of the complainant, but is not required):

1. name of the complainant;
2. date that the complaint was made;
3. name(s) of the alleged harasser(s);
4. date and place of the alleged harassment;
5. names of any witnesses, if any;
6. list of documentary evidence, if any;
7. statement of the facts supporting this complaint of harassment.

The school official should document the complaint even if the complainant refuses to commit the complaint to writing. In such instance, the school official should ask the complainant to review the complaint for accuracy and ask the complainant sign. If the complainant chooses not to sign, the school official should note so on the official's report of the complaint.

The administrator should advise the employee that confidentiality will be maintained to the extent possible and should advise participants in the investigation not to discuss the subject with others in the workplace. The administrator cannot make a blanket promise of complete confidentiality since information gained from the investigation may have to be disclosed to other school personnel or may be needed in subsequent government or court proceedings.



## **Personnel – Certified/Non-Certified**

### **Sexual and Other Unlawful Harassment**

The administrator should carefully document his or her knowledge of all communications and efforts concerning employee complaints, including any employee failure to take advantage of the opportunities provided by the school district's policy and procedure. Such documentation should be maintained in a separate investigative file.

The Building Principal shall immediately forward the complaint to the district's Title IX Coordinator without screening or investigating the report.

If the Title IX Coordinator is the subject of the complaint, the complaint should be submitted to the Superintendent, who shall investigate or appoint a designee to do so. If the Superintendent is the subject of the complaint, it shall be submitted to the Board of Education and the Board shall appoint the investigator.

### **Investigation of the Complaint**

Investigator: The Title IX Coordinator is responsible for investigating or supervising the investigation of any complaints of unlawful harassment. The advice of legal counsel should be sought as necessary. The investigation may also be conducted by outside counsel or an outside investigator.

Interim measures: The investigator shall assess whether there is a necessity to take immediate interim measures to prevent further allegations of unlawful harassment or retaliation of any kind while the investigation is pending.

Investigation: The investigation shall be conducted with objectivity and completed in a timely manner. The investigator shall consult with all individuals believed to have relevant information including the complainant, the person(s) accused of the unlawful harassment, potential witnesses and other possible victims of the alleged harassment. The investigation shall be carried on discreetly, maintaining confidentiality insofar as possible while still conducting an effective and thorough investigation. Throughout the investigative process, the due process rights of the alleged harasser(s) shall be preserved. The investigator shall keep the complainant apprised of the status of the investigation on a periodic basis.

Documentation: The investigator should carefully document all aspects of the investigation. Documentation should be maintained in an investigative file. Documentation of disciplinary actions taken should be maintained in the employee's personnel file or the student's disciplinary file.

## **Personnel – Certified/Non-Certified**

### **Sexual and Other Unlawful Harassment**

Written Report: After an impartial and prompt investigation of the complaint, the investigator should ascertain (1) whether the alleged conduct occurred, and (2) whether such conduct constitutes a violation of the Board's policy. In determining whether there is a violation of the policy, the investigator should consider the surrounding circumstances, the nature of the behavior, past incidents or patterns of behavior, the relationships between the parties involved and context in which the incidents occurred. If there is a violation, the investigator should determine what remedial action is necessary to eradicate the harassment and prevent any recurrence of such conduct in the future. The investigator should commit the findings and recommendations to writing and forward the report to the Superintendent of Schools. Unless unusual circumstances exist, the written report shall be completed without delay. If the Superintendent is the subject of the investigation, the Board of Education shall receive the findings and recommendations.

Notification of Results of Investigation: The results of the investigation will be communicated to the parties involved in a manner consistent with state and federal laws regarding data and records privacy.

Request for Review: If the complainant is unsatisfied with the results of the investigation, he/she may request a review by the Superintendent of Schools within 10 school days of the notification of the results of the investigation. The Superintendent (or designee) shall review the investigator's written report and further investigation may be conducted if necessary. The complainant may present additional evidence or witnesses for the reviewer to consider. Absent unusual circumstances, the Superintendent shall promptly notify the complainant in writing of the results of his/her review.

Corrective Action: Corrective action means actions taken by an employer in response to an employee's claim of sexual harassment. Corrective action may include but is not limited to, employee relocation, assigning an employee to a different work schedule or other substantive changes to an employee's terms or conditions of employment.

If unlawful harassment in violation of Board policy is determined to have occurred, the school district will take prompt corrective action that is reasonably calculated to stop the harassment and prevent any recurrence of such behavior. As part of such remedial action, the offender may be subject to appropriate disciplinary action which may include, but is not limited to one or a combination of the following: counseling, awareness training, warning, reprimand, reassignment, transfer, suspension, termination or expulsion. School district action taken for violation of this policy shall be consistent with the requirements of applicable collective bargaining agreements, state and federal law, and other school district policies.

## **Personnel – Certified/Non-Certified**

### **Sexual and Other Unlawful Harassment**

The District shall not take immediate corrective action that modifies the conditions of a complaining employee's employment unless such employee agrees, in writing, to any modification of the terms of employment, or the District determines that such corrective action is reasonable and not of detriment to the employee who has brought a complaint of sexual harassment.

#### **Alternative Complaint Procedures**

The Connecticut Commission of Human Rights and Opportunities (CHRO) investigates complaints of harassment based upon race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity or expression, marital status, ancestry, or genetic information. CHRO may be contacted at 21 Grand Street, Hartford, CT 06106 (860-541-5737). More information concerning illegal harassment and remedies available to address illegal harassment is available at:

[https://www.ct.gov/chro/lib/chro/Sexual\\_Harassment\\_Flyer.pdf](https://www.ct.gov/chro/lib/chro/Sexual_Harassment_Flyer.pdf)

The U. S. Equal Employment Opportunity Commission (EEOC) investigates complaints of harassment based upon race, color, sex, religion, national origin, age, or disability. The EEOC may be contacted at John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203, 1-800-669-4000.

The EEOC applies a statute of limitation of one hundred and eighty (180) days to complaints of harassment. The CHRO applies statute of limitation periods of either one hundred and eighty (180) days or three hundred (300) days depending on when the alleged harassment occurred.

Regulation approved: December 9, 2003  
Regulation revised: November 7, 2005  
Regulation revised: June 14, 2011  
Regulation revised: October 11, 2011  
Regulation reviewed: February 24, 2015  
Regulation revised: October 1, 2019  
Regulation revised: February 23, 2021

NEW MILFORD PUBLIC SCHOOLS  
New Milford, Connecticut

## ITEM OF INFORMATION

### **Name Change. Personnel**

**4118.113/4218.113(a)**

### **Title IX Sexual Harassment**

Sexual harassment is prohibited within the New Milford Public Schools. Examples of conduct that may be sexual harassment include, but are not limited to, the following:

1. Where submission to, or rejection of, the conduct by the individual is used as the basis of academic decisions affecting the individual.
2. Where a person is subjected to unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to a District education program or activity.
3. Where submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding services, honors, programs, or activities available at or through the District.
4. Suggestive or obscene letters, notes, invitations, slurs, jokes, epithets, or gestures, derogatory comments, assault, touching, impeding or blocking movement, leering, display of sexually suggestive objects, pictures or cartoons.
5. Continuing to express sexual interest after being informed that the interest is unwelcome.
6. Coercive sexual behavior used to control, influence, or affect the educational opportunities, grades, and/or learning environment of students, including promises or threats regarding grades, course admission, performance evaluations, or recommendations; enhancement or limitation of student benefits or services (e.g. scholarships, financial aid, work study job).
7. Inappropriate attention of a sexual nature from peer(s), i.e. student to student, employee to employee.
8. Sexual assault, dating violence, domestic violence or stalking.

### **How to Report Sexual Harassment**

Any person may report sexual harassment, whether or not the person reporting is a person who is alleged to be the victim of conduct that could constitute sexual harassment. Such report may be made in person, by mail, by telephone or by electronic mail to a school-based Title IX coordinator or his/her designee. Such reports may be made anonymously. Individuals who believe that they have been sexually harassed at a District education program or activity, or those who have knowledge of sexual harassment occurring at or during a District education program or activity should report the same to the school-based Title IX coordinator for the school at which the harassment is alleged to have occurred.

## **Personnel**

### **Title IX Sexual Harassment**

School employees who receive reports of sexual harassment should immediately send the report to the school-based Title IX coordinator with a copy to the school principal.

Upon receipt of a report of sexual harassment, the Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the wishes of the complainant with regard to supportive measures, inform the complainant of the availability of supportive measures whether or not the complainant files a formal complaint, and explain to the complainant the process for filing a formal complaint.

Supportive measures may include, but are not limited to:

1. Separating the parties as much as possible during the school day;
2. Provision of support through the District's Employee Assistance Program;
3. Increased monitoring, supervision or security in locations or activities where the alleged misconduct occurred; and
4. Other similar measures.

Supportive measures provided must be kept confidential unless disclosure is necessary for the supportive measure's effectiveness.

The Title IX Coordinator must document that they have taken measures designed to restore or preserve equal access to the District's education program or activity and such documentation should address why the response was not deliberately indifferent. The Title IX Coordinator must document all supportive measures offered to and/or provided to the complainant. If the Title IX Coordinator does not provide supportive measures to a complainant, the Title IX Coordinator must document why such a response was not clearly unreasonable in light of the known circumstances.

A report of sexual harassment or sex discrimination is not a request for a formal Title IX complaint investigation. A complainant who wants a formal complaint investigation must file a formal written complaint with the District-wide Title IX Coordinator as outlined in the formal grievance procedure below.

### **Formal Grievance Procedure**

The formal grievance procedure is designed to provide for the prompt and equitable resolution of complaints alleging any action that would be prohibited by Title IX and its implementing

## **Personnel**

### **Title IX Sexual Harassment**

regulations. The grievance procedure applies only to claims of sex discrimination occurring in the District's education programs or activities. The formal grievance procedure is only initiated if the complainant or the complainant's parent/guardian signs a formal complaint or the Districtwide Title IX Coordinator signs a formal complaint alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment.

The Title IX Coordinator, investigator, decision-maker and any person designated to facilitate an informal resolution process will recuse themselves if they have a conflict of interest or a bias for or against complainants or respondents generally or to an individual complainant or respondent.

There is a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. "Responsible for the alleged conduct" is determined by the preponderance of the evidence standard whereby the respondent is responsible for the conduct if there is more than a 50% chance that they engaged in the alleged conduct.

The grievance process will be completed within a reasonable time frame. Although each complaint is different, a reasonable time frame generally means that the grievance process will be completed within sixty (60) days of when the formal complaint is filed. Time frames may be extended for good cause. Both the complainant and respondent should be informed in writing of any extension of the time frame and the reason for the extension. Good cause may include, but is not limited to, the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity or Department of Child and Family investigation; or the need for language assistance or accommodation of disabilities.

If a respondent is found to be responsible for the alleged conduct and the alleged conduct is found to be a violation to Title IX, the respondent may be subject to discipline up to and including termination of employment. If the respondent is found to be responsible for the alleged conduct and it is determined that the conduct does not violate Title IX as set forth in the regulations implementing Title IX but the conduct violates another Board policy, rule or code of conduct, and/or federal, state or local law, the respondent also may be subject to discipline up to and including termination from employment.

1. A written formal complaint should include:
  - a. The name of the complainant,
  - b. The date of the complaint,

## Personnel

### Title IX Sexual Harassment

- c. The date of the alleged harassment,
  - d. The name or names of the harasser or harassers (if known),
  - e. Identification of the location where such harassment occurred,
  - f. A detailed statement of the circumstances constituting the alleged harassment.
2. Upon receipt of a formal complaint, the Title IX Coordinator must provide the following written notice to the parties who are known:
  - a. Notice of the District's grievance process including any informal resolution processes that are available.
  - b. Notice of the allegations of sexual harassment including sufficient details known at the time including the identifies of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment in violation of Title IX, and the date and location of the alleged incident (if known).
  - c. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process.
  - d. A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
  - e. A statement that each party will have the opportunity to inspect and review evidence provided.
  - f. A statement that parties who knowingly make false statements or knowingly submit false information during the grievance process may be disciplined.
3. If, during the course of the investigation, the investigator decides to investigate allegations not included in the original notice, the investigator will provide notice of the additional allegations to the parties whose identities are known.
4. Risk Assessment: Upon receipt of a formal Title IX written complaint, the Districtwide Title IX Coordinator and/or designee will undertake an individualized safety and risk analysis. If the Districtwide Title IX Coordinator and/or their designee determines that there is an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment that justifies removal of the respondent from the school setting, the Title IX Coordinator and/or their designee, in

## Personnel

### Title IX Sexual Harassment

conjunction with the Director of Human Resources, will immediately remove the respondent from the school setting. If the respondent is a student, any decision to suspend or expel the student will follow the District's normal suspension/expulsion process. If the respondent is an employee, the District will follow its normal exclusionary proceedings for employees, including but not limited to placement on administrative leave.

5. The Title IX Coordinator will evaluate whether a report must be made to the Connecticut Department of Children and Families.
6. The District may consolidate two or more formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.
- 7a. Mandatory Dismissal of Formal Complaint: If, during the course of the investigation, it is determined that the respondent's conduct, even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, pursuant to the Title IX Regulations, the District is required to dismiss the formal complaint with regard to that conduct. Such dismissal must be approved by the Superintendent and/or designee or the Director of Human Resources. Such a dismissal does not preclude discipline under another provision of the District's Code of Conduct or another District policy including but not limited to Board Policy 4118.112/4218.112 (Sexual and Other Unlawful Harassment - Personnel).
- 7b. Permissive Dismissal of Formal Complaint: The District may dismiss the formal complaint or specific allegations therein, if (a) any time during the investigation or decision-making process, the complainant notifies the Districtwide Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein, (b) the respondent is no longer enrolled or employed by the District, or (c) specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein. Such dismissal must be approved by the Superintendent and/or designee or the Director of Human Resources. Such a dismissal does not preclude discipline under another provision of the District's Code of Conduct or another District policy including but not limited to Board Policy 4118.112/4218.112 (Sexual and Other Unlawful Harassment - Personnel).
8. Upon mandatory or permissive dismissal, the District must promptly send simultaneous written notice of the dismissal to all parties.
9. The exercise of rights protected under the First Amendment does not constitute sexual harassment under Title IX.



## **Personnel**

### **Title IX Sexual Harassment**

#### Formal Investigation Process:

1. The investigator must be free from bias and conflicts of interest and trained to serve impartially.
2. The investigator must ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District, not the parties.
3. The investigator and decision makers cannot access, consider, disclose or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment of the party, unless the investigator or decision maker obtains that party's parent's/guardian's voluntary, written consent to do so (or the written consent of the party if the party is over the age of eighteen).
4. The investigator will provide an equal opportunity for all parties to present witnesses, including fact and expert witnesses, and other evidence.
5. No party will be prohibited from discussing the allegations under investigation or gathering and presenting relevant evidence.
6. Each party may be accompanied to any meeting or proceeding by an advisor of their choosing. The advisor, however, is merely there to provide advice to the party and may not actively participate in the meeting or proceeding. The advisor will not be allowed to ask or answer questions during the meeting or proceeding.
7. Each party will be given written notice of the date, time, location, participants and purpose of all hearings, investigative interview or other meetings to which the party is invited, at least two days in advance in order to provide the party sufficient time to prepare to participate.
8. To the extent the documents and information are not protected from disclosure by the Family Educational Rights and Privacy Act (FERPA), the Americans with Disabilities Act, the Individuals with Disabilities in Education Act or any other federal law, both parties will be given an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

## **Personnel**

### **Title IX Sexual Harassment**

9. Prior to completing the investigative report, the investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will be given a minimum of ten (10) calendar days to submit a written response to that information. The investigator must consider any written response prior to completing the investigative report.
10. After completing the investigation, the investigator must create an investigative report that fairly summarizes the relevant evidence and, at least ten (10) days before the decision maker makes a determination of responsibility, send a copy of the investigation report to each party and the party's advisor, if any, in an electronic format or hard copy, for their review and written response.
11. Credibility determinations may not be based on a person's status as a complainant, respondent or witness.
12. The investigative report must include the following:
  - a. The identity of the parties;
  - b. The conduct potentially constituting sexual harassment;
  - c. A list of the evidence reviewed; and
  - d. Findings of fact.

### The Formal Decision-Making Process The Decision maker will be the Superintendent of Schools.

1. The Decision maker cannot be the same person as the Title IX Coordinator or the investigator.
2. Before making a decision, the decision maker must give each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness. After posing the relevant questions to the party or witness, the decision-maker must provide each party with the answers and allow for additional, limited follow-up questions from each party.
3. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant unless offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's sexual behavior with respect to the respondent and are offered to prove consent.

## **Personnel**

### **Title IX Sexual Harassment**

4. The Decision maker may not require, allow, rely upon or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privileged has waived the privilege.
5. If the Decision maker chooses to exclude any requested questions, the decision-maker should explain to the party proposing the questions the decision to exclude a question as not relevant. To the extent that explanation is given verbally, the Decision maker should document the decision in writing.
6. The Decision maker must make a determination regarding whether the respondent is responsible for sexual harassment in violation of Title IX. To reach the determination, the Decision maker must use the preponderance of the evidence standard. This standard is met if there is more than a fifty percent (50%) chance that the respondent is responsible for sexual harassment in violation of Title IX.
7. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
8. The Decision maker must issue a written determination that includes:
  - a. Identification of the allegations potentially constituting sexual harassment;
  - b. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence and hearings held;
  - c. Findings of fact supporting the determination;
  - d. Conclusions regarding the application of the District's code of conduct to the facts;
  - e. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility. The formal report also must include any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant. To the extent that the District does not have permission from the relevant party to reveal the discipline, remedies provided, or other information protected by FERPA, the IDEA, the ADA or other federal law, such portion of the report must be redacted before providing it to the other party.

## **Personnel**

### **Title IX Sexual Harassment**

- f. The District's appeal procedures and permissible bases for the complainant and respondent to appeal the decision.
- 9. The written decision must be provided to both parties simultaneously.
- 10. The decision is not considered final until after the date the District provides a written determination of any appeal or the deadline for appeal passes.
- 11. To the extent that the Decision maker determines that the conduct in question meets the District's criteria for expulsion, the provisions of C.G.S. §10-233d and Board policy must be followed prior to the institution of an expulsion.
- 12. The Title IX coordinator is responsible for effective implementation of any remedies.
- 13. Conduct that is not found to rise to the level of a Title IX violation may still constitute prohibited discrimination on the basis of sex or another protected category as defined in federal, state or local law, Board policy or the school's code of conduct. A finding of no responsibility under Title IX does not prohibit the District from investigating and determining that the respondent's conduct violated another provision of Board policy and/or code of conduct including but not limited to Board Policy 4118.112/4218.112 (Sexual and Other Unlawful Harassment - Personnel).

The Formal Appeal Process The Board of Education Student and Personnel Hearing Committee will make the final appeal decision.

Both parties have a right to appeal the determination of responsibility and/or the District's decision to dismiss the formal complaint or any allegations thereon. Appeals are only available on the following bases:

- 1. Procedural irregularities that affected the outcome of the matter;
- 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, and that could affect the outcome of the matter; and/or
- 3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The appeal Decision maker will not be the same individual as the original Decision maker, the investigator and/or the Title IX Coordinator.

## **Personnel**

### **Title IX Sexual Harassment**

If an appeal is received, the appeal Decision maker will notify the other party in writing.

Before issuing his/her decision, the Decision maker must give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

The Decision maker must provide his/her/their written decision simultaneously to both parties. The written decision must describe the results of the appeal and the rationale for the result.

### **Informal Resolution Process**

After a formal complaint has been filed, the parties may voluntarily agree to participate in the District's informal resolution process. The parties may not be required to participate in the informal resolution process as a condition of continued enrollment or employment or the enjoyment of any right to an investigation and/or adjudication of the formal complaint of sexual harassment.

Prior to participating in any informal resolution process, the parties will be provided with written notice disclosing the following:

1. The allegations;
2. The circumstances under which the informal resolution process would preclude the parties from resuming a formal complaint arising from the same allegations;
3. The right of any party to withdraw from the informal resolution process at any time prior to the parties agreeing to a resolution and to require the resumption of the formal complaint process after such withdrawal; and
4. The consequences resulting from participating in the informal resolution process, including whether records will be maintained or could be shared.

Each party must give written consent to engage in the informal resolution process. Such consent may be withdrawn at any time.

The informal resolution process may not be used to resolve allegations that an employee sexually harassed a student.

The District provides the following types of informal resolution processes:

1. Mediation,
2. An agreement to truncate the steps of the grievance procedure where the parties agree to some or all of the facts.

## **Personnel**

### **Title IX Sexual Harassment**

#### **Recordkeeping**

The District must maintain the following records for a minimum of seven years from the end of the grievance process:

1. The records of each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

The District must maintain for a minimum of seven years all materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District will make such training materials publicly available on its website.

#### **Prohibition on Retaliation**

Retaliation against any individual because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing regarding a claimed Title IX violation is prohibited. Retaliation shall include intimidation, threats, coercion or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment if the purpose is to interfere with any right or privilege secured by Title IX.

Complaints of retaliation must be filed through the formal complaint process.

The exercise of rights protected under the First Amendment does not constitute prohibited retaliation.

## Personnel

### Title IX Sexual Harassment

#### Confidentiality

The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by FERPA or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing or other proceedings arising thereunder.

#### Materially False Statements

A complainant, respondent or witness who is found to have made a materially false statement in bad faith during the grievance process shall be subject to discipline up to and including expulsion from school. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation. A determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

### Title IX Coordinator

The Title IX Coordinator(s) for the New Milford Board of Education are:

#### STUDENTS:

Ms. Holly Hollander  
Assistant Superintendent  
50 East Street  
New Milford, CT 06776  
Phone number: 860-354-3235  
[hollanderh@newmilfordps.org](mailto:hollanderh@newmilfordps.org)

#### STAFF:

~~Mrs. Catherine Gabianelli~~ **Ms. Rebecca Adams**  
Director of Human Resources  
50 East Street  
New Milford, CT 06776  
860-210-2200  
[gabianellie@newmilfordps.org](mailto:gabianellie@newmilfordps.org) [adamsr@newmilfordps.org](mailto:adamsr@newmilfordps.org)

### Publication

A copy of this regulation must be provided to all students, parents or legal guardians of elementary and secondary school students, employees, and all unions holding collective bargaining agreements with the District.

## **Personnel**

### **Title IX Sexual Harassment**

#### **Training**

All Title IX coordinators, investigators, decision-makers and any person who facilitates an informal resolution process, will receive training on the definition of sexual harassment in 34 C.F.R. §106.30, the scope of the District's education program or activity, how to conduct an investigation and grievance process including hearings, appeals and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. Decision makers will receive training on issues of relevance of questions and evidence, including when questions and evidence about a complainant's sexual predisposition or prior sexual behaviors are not relevant. Investigators will receive training on issues of relevance to create an investigation report that fairly summarizes relevant evidence.

Legal Reference: 20 U.S.C. § 1681 Title IX of the Education Amendments of 1972  
34 CFR Section 106 Regulations implementing Title IX  
Meritor Savings Bank, FSB v. Vinson, 477 U.S. 57 (1986)

Regulation adopted: August 18, 2020  
Regulation revised: August 10, 2021

NEW MILFORD PUBLIC SCHOOLS  
New Milford, Connecticut



## ITEM OF INFORMATION

**Name Change.**

**5145.7(a)**

### **Students**

#### **Procedures for Reports and Complaints of Sexual Harassment of Students**

Sexual harassment is prohibited within the New Milford Public Schools. Examples of conduct that may be sexual harassment include, but are not limited to, the following:

1. Where submission to, or rejection of, the conduct by the individual is used as the basis of academic decisions affecting the individual.
2. Where a person is subjected to unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to a District education program or activity.
3. Where submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding services, honors, programs, or activities available at or through the District.
4. Suggestive or obscene letters, notes, invitations, slurs, jokes, epithets, or gestures, derogatory comments, assault, touching, impeding or blocking movement, leering, display of sexually suggestive objects, pictures or cartoons.
5. Continuing to express sexual interest after being informed that the interest is unwelcome.
6. Coercive sexual behavior used to control, influence, or affect the educational opportunities, grades, and/or learning environment of students, including promises or threats regarding grades, course admission, performance evaluations, or recommendations; enhancement or limitation of student benefits or services (e.g. scholarships, financial aid, work study job).
7. Inappropriate attention of a sexual nature from peer(s), i.e. student to student, employee to employee.
8. Sexual assault, dating violence, domestic violence or stalking.

#### **How to Report Sexual Harassment**

Any person may report sexual harassment, whether or not the person reporting is a person who is alleged to be the victim of conduct that could constitute sexual harassment. Such report may be made in person, by mail, by telephone or by electronic mail to a school-based Title IX coordinator or his/her designee. Such reports may be made anonymously. Individuals who believe that they have been sexually harassed at a District education program or activity, or those who have knowledge of sexual harassment occurring at or during a District education program or activity should report the same to the school-based Title IX coordinator for the school at which the harassment is alleged to have occurred

## **Students**

### **Procedures for Reports and Complaints of Sexual Harassment of Students**

School employees who receive reports of sexual harassment should immediately send the report to the school-based Title IX coordinator with a copy to the school principal.

Upon receipt of a report of sexual harassment, the Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the wishes of the complainant with regard to supportive measures, inform the complainant of the availability of supportive measures whether or not the complainant files a formal complaint, and explain to the complainant the process for filing a formal complaint.

Supportive measures may include, but are not limited to:

1. A change in class schedule;
2. Additional time to make up assignments/tests missed due to the alleged harassment;
3. Ability to withdraw from elective classes without penalty;
4. Separating the parties as much as possible during the school day;
5. Provision of support by the guidance counselor, school social worker or other designated individual;
6. Increased monitoring, supervision or security in locations or activities where the alleged misconduct occurred; and
7. Other similar measures.

Supportive measures provided must be kept confidential unless disclosure is necessary for the supportive measure's effectiveness.

The Title IX Coordinator must document that they have taken measures designed to restore or preserve equal access to the District's education program or activity and such documentation should address why the response was not deliberately indifferent. The Title IX Coordinator must document all supportive measures offered to and/or provided to the complainant. If the Title IX Coordinator does not provide supportive measures to a complainant, the Title IX Coordinator must document why such a response was not clearly unreasonable in light of the known circumstances.

A report of sexual harassment or sex discrimination is not a request for a formal Title IX complaint investigation. A complainant who wants a formal complaint investigation must file a formal written complaint with the District-wide Title IX Coordinator as outlined in the formal grievance procedure below.

## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

#### Formal Grievance Procedure

The formal grievance procedure is designed to provide for the prompt and equitable resolution of complaints alleging any action that would be prohibited by Title IX and its implementing regulations. The grievance procedure applies only to claims of sex discrimination occurring in the District's education programs or activities. The formal grievance procedure is only initiated if the complainant or the complainant's parent/guardian signs a formal complaint or the Districtwide Title IX Coordinator signs a formal complaint alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment.

The Title IX Coordinator, investigator, decision-maker and any person designated to facilitate an informal resolution process will recuse themselves if they have a conflict of interest or a bias for or against complainants or respondents generally or to an individual complainant or respondent.

There is a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. "Responsible for the alleged conduct" is determined by the preponderance of the evidence standard whereby the respondent is responsible for the conduct if there is more than a 50% chance that they engaged in the alleged conduct.

The grievance process will be completed within a reasonable time frame. Although each complaint is different, a reasonable time frame generally means that the grievance process will be completed within sixty (60) days of when the formal complaint is filed. Time frames may be extended for good cause. Both the complainant and respondent should be informed in writing of any extension of the time frame and the reason for the extension. Good cause may include, but is not limited to, the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity or Department of Child and Family investigation; or the need for language assistance or accommodation of disabilities.

If a respondent is found to be responsible for the alleged conduct and the alleged conduct is found to be a violation to Title IX, the respondent may be subject to discipline up to and including expulsion from school. If the respondent is found to be responsible for the alleged conduct and it is determined that the conduct does not violate Title IX as set forth in the regulations implementing Title IX but the conduct violates another Board policy or school rule, the respondent also may be subject to discipline up to and including expulsion from school if the respondent is a student or termination of employment if the respondent is an employee.

1. A written formal complaint should include:
  - a. The name of the complainant,

## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

- b. The date of the complaint,
  - c. The date of the alleged harassment,
  - d. The name or names of the harasser or harassers (if known),
  - e. Identification of the location where such harassment occurred,
  - f. A detailed statement of the circumstances constituting the alleged harassment.
2. Upon receipt of a formal complaint, the Title IX Coordinator must provide the following written notice to the parties who are known:
  - a. Notice of the District's grievance process including any informal resolution processes that are available.
  - b. Notice of the allegations of sexual harassment including sufficient details known at the time including the identifies of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment in violation of Title IX, and the date and location of the alleged incident (if known).
  - c. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process.
  - d. A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
  - e. A statement that each party will have the opportunity to inspect and review evidence provided.
  - f. A statement that parties who knowingly make false statements or knowingly submit false information during the grievance process may be disciplined.
3. If, during the course of the investigation, the investigator decides to investigate allegations not included in the original notice, the investigator will provide notice of the additional allegations to the parties whose identities are known.
4. Risk Assessment: Upon receipt of a formal Title IX written complaint, the Districtwide Title IX Coordinator and/or designee will undertake an individualized safety and risk analysis. If the Districtwide Title IX Coordinator and/or their designee determines that there is an immediate threat to the physical health or safety of any student or other individual arising from the

## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

allegations of sexual harassment that justifies removal of the respondent from the school setting, the Title IX Coordinator and/or their designee, in conjunction with the School Principal, if the respondent is a student, or the Director of Human Resources, if the respondent is an employee, will immediately remove the respondent from the school setting. If the respondent is a student, any decision to suspend or expel the student will follow the District's normal suspension/expulsion process. If the respondent is an employee, the District will follow its normal exclusionary proceedings for employees, including but not limited to placement on administrative leave.

5. The Title IX Coordinator will evaluate whether a report must be made to the Connecticut Department of Children and Families.
6. The District may consolidate two or more formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.
- 7a. Mandatory Dismissal of Formal Complaint: If, during the course of the investigation, it is determined that the respondent's conduct, even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, pursuant to the Title IX Regulations, the District is required to dismiss the formal complaint with regard to that conduct. Such dismissal must be approved by the Superintendent and/or designee. Such a dismissal does not preclude discipline under another provision of the District's Code of Conduct or another District policy including but not limited to Board Policies 4118.112/4218.112 (Sexual and Other Unlawful Harassment – Personnel) and 5145.5 (Sexual and Other Unlawful Harassment of Students).
- 7b. Permissive Dismissal of Formal Complaint: The District may dismiss the formal complaint or specific allegations therein, if (a) any time during the investigation or decision-making process, the complainant notifies the Districtwide Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein, (b) the respondent is no longer enrolled or employed by the District, or (c) specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein. Such dismissal must be approved by the Superintendent and/or designee. Such a dismissal does not preclude discipline under another provision of the District's Code of Conduct or another District policy including but not limited to Board Policies 4118.112/4218.112 (Sexual and Other Unlawful Harassment – Personnel) and 5145.5 (Sexual and Other Unlawful Harassment of Students).
8. Upon mandatory or permissive dismissal, the District must promptly send simultaneous written notice of the dismissal to all parties.

## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

9. The exercise of rights protected under the First Amendment does not constitute sexual harassment under Title IX.

#### Formal Investigation Process:

1. The investigator must be free from bias and conflicts of interest and trained to serve impartially.
2. The investigator must ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District, not the parties.
3. The investigator and decision makers cannot access, consider, disclose or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment of the party, unless the investigator or decision maker obtains that party's parent's/guardian's voluntary, written consent to do so (or the written consent of the party if the party is over the age of eighteen).
4. The investigator will provide an equal opportunity for all parties to present witnesses, including fact and expert witnesses, and other evidence.
5. No party will be prohibited from discussing the allegations under investigation or gathering and presenting relevant evidence.
6. Each party may be accompanied to any meeting or proceeding by an advisor of their choosing. The advisor, however, is merely there to provide advice to the party and may not actively participate in the meeting or proceeding. The advisor will not be allowed to ask or answer questions during the meeting or proceeding.
7. Each party will be given written notice of the date, time, location, participants and purpose of all hearings, investigative interview or other meetings to which the party is invited, at least two days in advance in order to provide the party sufficient time to prepare to participate.
8. To the extent the documents and information are not protected from disclosure by the Family Educational Rights and Privacy Act (FERPA), the Americans with Disabilities Act, the Individuals with Disabilities in Education Act or any other federal law, both parties will be given an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation

## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

9. Prior to completing the investigative report, the investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will be given a minimum of ten (10) calendar days to submit a written response to that information. The investigator must consider any written response prior to completing the investigative report.
10. After completing the investigation, the investigator must create an investigative report that fairly summarizes the relevant evidence and, at least ten (10) days before the decision maker makes a determination of responsibility, send a copy of the investigation report to each party and the party's advisor, if any, in an electronic format or hard copy, for their review and written response.
11. Credibility determinations may not be based on a person's status as a complainant, respondent or witness.
12. The investigative report must include the following:
  - a. The identity of the parties;
  - b. The conduct potentially constituting sexual harassment;
  - c. A list of the evidence reviewed; and
  - d. Findings of fact.

### The Formal Decision-Making Process The Decision maker will be the Superintendent of Schools.

1. The Decision-maker be the same person as the Title IX Coordinator or the investigator.
2. Before making a decision, the decision-maker must give each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness. After posing the relevant questions to the party or witness, the decision-maker must provide each party with the answers and allow for additional, limited follow-up questions from each party.
3. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant unless offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's sexual behavior with respect to the respondent and are offered to prove consent.
4. The Decision maker may not require, allow, rely upon or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privileged has waived the privilege.

## **Students**

### **Procedures for Reports and Complaints of Sexual Harassment of Students**

5. If the Decision maker chooses to exclude any requested questions, the decision-maker should explain to the party proposing the questions the decision to exclude a question as not relevant. To the extent that explanation is given verbally, the Decision maker should document the decision in writing.
6. The Decision maker must make a determination regarding whether the respondent is responsible for sexual harassment in violation of Title IX. To reach the determination, the Decision maker must use the preponderance of the evidence standard. This standard is met if there is more than a fifty percent (50%) chance that the respondent is responsible for sexual harassment in violation of Title IX.
7. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
8. The Decision maker must issue a written determination that includes:
  - a. Identification of the allegations potentially constituting sexual harassment;
  - b. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence and hearings held;
  - c. Findings of fact supporting the determination;
  - d. Conclusions regarding the application of the District's code of conduct to the facts;
  - e. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility. The formal report also must include any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant. To the extent that the District does not have permission from the relevant party to reveal the discipline, remedies provided, or other information protected by FERPA, the IDEA, the ADA or other federal law, such portion of the report must be redacted before providing it to the other party.
  - f. The District's appeal procedures and permissible bases for the complainant and respondent to appeal the decision.
9. The written decision must be provided to both parties simultaneously.



## **Students**

### **Procedures for Reports and Complaints of Sexual Harassment of Students**

10. The decision is not considered final until after the date the District provides a written determination of any appeal or the deadline for appeal passes.
11. To the extent that the Decision maker determines that the conduct in question meets the District's criteria for expulsion, the provisions of C.G.S. §10-233d and Board policy must be followed prior to the institution of an expulsion.
12. The Title IX coordinator is responsible for effective implementation of any remedies.
13. Conduct that is not found to rise to the level of a Title IX violation may still constitute prohibited discrimination on the basis of sex or another protected category as defined in federal, state or local law, Board policy or the school's code of conduct. A finding of no responsibility under Title IX does not prohibit the District from investigating and determining that the respondent's conduct violated another provision of Board policy and/or the student code of conduct including but not limited to Board Policies 4118.112/4218.112 (Sexual and Other Unlawful Harassment – Personnel) and 5145.5 (Sexual and Other Unlawful Harassment of Students).

The Formal Appeal Process The Board of Education Student and Personnel Hearing Committee will make the final appeal decision.

Both parties have a right to appeal the determination of responsibility and/or the District's decision to dismiss the formal complaint or any allegations thereon. Appeals are only available on the following bases:

1. Procedural irregularities that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, and that could affect the outcome of the matter; and/or
3. The Title IX Coordinator, investigator(s), or decision maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The appeal Decision maker will not be the same individual as the original Decision maker, the investigator and/or the Title IX Coordinator.

If an appeal is received, the appeal Decision maker will notify the other party in writing.

Before issuing his/her decision, the Decision maker must give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

## **Students**

### **Procedures for Reports and Complaints of Sexual Harassment of Students**

The Decision maker must provide his/her/their written decision simultaneously to both parties. The written decision must describe the results of the appeal and the rationale for the result.

#### **Informal Resolution Process**

After a formal complaint has been filed, the parties may voluntarily agree to participate in the District's informal resolution process. The parties may not be required to participate in the informal resolution process as a condition of continued enrollment or employment or the enjoyment of any right to an investigation and/or adjudication of the formal complaint of sexual harassment.

Prior to participating in any informal resolution process, the parties will be provided with written notice disclosing the following:

1. The allegations;
2. The circumstances under which the informal resolution process would preclude the parties from resuming a formal complaint arising from the same allegations;
3. The right of any party to withdraw from the informal resolution process at any time prior to the parties agreeing to a resolution and to require the resumption of the formal complaint process after such withdrawal; and
4. The consequences resulting from participating in the informal resolution process, including whether records will be maintained or could be shared.

Each party must give written consent to engage in the informal resolution process. Such consent may be withdrawn at any time.

The informal resolution process may not be used to resolve allegations that an employee sexually harassed a student.

The District provides the following types of informal resolution processes:

1. Mediation,
2. An agreement to truncate the steps of the grievance procedure where the parties agree to some or all of the facts.

## **Students**

### **Procedures for Reports and Complaints of Sexual Harassment of Students**

#### **Recordkeeping**

The District must maintain the following records for a minimum of seven years from the end of the grievance process:

1. The records of each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

The District must maintain for a minimum of seven years all materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District will make such training materials publicly available on its website.

#### **Prohibition on Retaliation**

Retaliation against any individual because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing regarding a claimed Title IX violation is prohibited. Retaliation shall include intimidation, threats, coercion or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment if the purpose is to interfere with any right or privilege secured by Title IX.

Complaints of retaliation must be filed through the formal complaint process.

The exercise of rights protected under the First Amendment does not constitute prohibited retaliation.

## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

#### Confidentiality

The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by FERPA or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing or other proceedings arising thereunder.

#### Materially False Statements

A complainant, respondent or witness who is found to have made a materially false statement in bad faith during the grievance process shall be subject to discipline up to and including expulsion from school. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation. A determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

#### Title IX Coordinator

The Title IX Coordinator(s) for the New Milford Board of Education are:

##### STUDENTS:

Ms. Holly Hollander  
Assistant Superintendent  
50 East Street  
New Milford, CT 06776  
Phone number: 860-354-3235  
[hollanderh@newmilfordps.org](mailto:hollanderh@newmilfordps.org)

##### STAFF:

~~Catherine Gabianelli~~ **Ms. Rebecca Adams**  
Director of Human Resources  
50 East Street  
New Milford, CT 06776  
860-210-2200  
[gabianellie@newmilfordps.org](mailto:gabianellie@newmilfordps.org) [adamsr@newmilfordps.org](mailto:adamsr@newmilfordps.org)

#### Publication

A copy of this regulation must be provided to all students, parents or legal guardians of elementary and secondary school students, employees, and all unions holding collective bargaining agreements with the District.

## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

#### Training

All Title IX coordinators, investigators, decision-makers and any person who facilitates an informal resolution process, will receive training on the definition of sexual harassment in 34 C.F.R. §106.30, the scope of the District's education program or activity, how to conduct an investigation and grievance process including hearings, appeals and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. Decision makers will receive training on issues of relevance of questions and evidence, including when questions and evidence about a complainant's sexual predisposition or prior sexual behaviors are not relevant. Investigators will receive training on issues of relevance to create an investigation report that fairly summarizes relevant evidence.

Legal Reference: 20 U.S.C. § 1681 Title IX of the Education Amendments of 1972  
 34 CFR Section 106 Regulations implementing Title IX  
Meritor Savings Bank, FSB v. Vinson, 477 U.S. 57 (1986)

Regulation adopted: August 18, 2020  
 Regulation revised: February 23, 2021  
 Regulation revised: August 10, 2021

NEW MILFORD PUBLIC SCHOOLS  
 New Milford, Connecticut

# NEW MILFORD PUBLIC SCHOOLS

Facilities Department

50 East Street

New Milford, Connecticut 06776

(860) 354-6265 FAX (860) 210.2233



## MEMO

To: Alisha DiCorpo, Superintendent

From: Matt Cunningham, Director of Facilities

Cc: Anthony Giovannone

Re: Annual Emergency Preparedness Report 2021-2022

Date: 6/1/2022

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BOE Policy 3516.3 stipulates that the Superintendent of Schools shall “provide an annual report to the Board of Education summarizing the district’s activities regarding school security and safety”. It is the purpose of this document to review the past year.

Below is a list of security related activities that took place during the year. It is provided as a summary and does not include all activities but rather is offered to provide a view of the breadth and scope of activities covered:

### Activities within the Schools

1. Response drills conducted monthly at each school.
2. Visitor registration continues at each school.
3. Security and Safety Committee meetings held at each facility to review All Hazards plans and provide analysis of building conditions.

### Collaboration with the Town of New Milford

1. Debriefs conducted after response events at School, District, and Town level.
2. Attended the New Milford Police Department active shooter training drills prior to start of 21/22 school year.
3. Held virtual meeting for the discussion on fentanyl response at schools with Town and School emergency management team members.
4. Through the approved 22/23 budget new ASSO’s will be hired for school district to support current SRO’s and add additional coverage, beginning Fall 2022.
5. Department of Emergency Management and Homeland Security Region 5 has a hazard analysis planned for New Milford High School, including training.
6. Scheduled New Milford Police Department active shooter training drills at Sarah Noble Intermediate School for Summer 2022.

### New Milford Board of Education District Wide Activities

1. Continued participation in the statewide CIRMA Risk Management Advisory with the Town of New Milford.
2. Continued with maintenance and upgrades to door locks, window treatments, PA systems, and fencing.
3. Requested funding through Five Year Capital for the upgrade of camera system districtwide.

**NEW MILFORD PUBLIC SCHOOLS**  
**Office for Student Affairs**  
**25 Sunny Valley Rd.**  
**NEW MILFORD, CONNECTICUT 06776**  
**(860) 354-2654 FAX (860) 210-2682**



Laura M. Olson  
Director of Special Services and Pupil Personnel

TO: Alisha DiCorpo, Superintendent  
FROM: Laura Olson, Director of Pupil Personnel and Special Services; Anne Bilko, SNIS Principal  
DATE: May 27, 2022  
SUBJECT: **Annual Wellness Report**

The Wellness Committee had two scheduled meetings during the 2021-2022 school year. Our membership include NMPS administrators, central office directors, teachers, nurses, related service staff, New Milford Youth Agency members, parents, and the community. Due to the COVID-19 pandemic and remote learning model, this was the first in-person meet held since the 2019-2020 school year.

**Accomplishments for 2021-2022**

- The committee supported in educating staff and the committee in the roll out of the “Pathway to Wellness” document.
- The committee continued support and inform participants of the Restorative Practices district-wide initiative.
- The committee discussed the results of the Triennial Wellness Evaluation and discussed potential areas to improve on.
- Melanie Bonjour, Regional Director for School–Based Health Centers shared an overview of the new program currently being developed at SMS and NMHS.
- Renea Tirrell, NMP Substance Abuse Counselor, presented to the committee about addiction: symptoms, preventative care, possible causes, resources and vaping.

**Goals for 2022-2023**

- The focus for the 2022-2023 school year will be on the improvements needed to practice and policy as a result of the Wellness Triennial Evaluation results and next steps.
  - Form sub-committees based on the six areas addressed in the evaluation.
    - Nutrition Education
    - Nutrition Programs and School Meals
    - Standards for Competitive Foods
    - Physical Education
    - Wellness Promotion and Marketing
    - Implementation, Evaluation, and Marketing
  - Review each area to determine what will be recommended for BOE Policy revision
  - Provide recommended revisions to the Superintendent of Schools
  - Provide recommended revisions to the Policy Subcommittee and BOE





# John J. McCarthy Observatory

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## Board of Directors

Roger Moore  
Chairperson

Montgomery Robson  
President

Robert McCarthy  
Vice President

Kibby Ginn  
Secretary

Robert Lambert  
Treasurer

John Gebauer  
Chief Technology  
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Danielle Ragonnet

Wendy Faulenbach

Susan Brofford

Elaine Green

William Cloutier

Marc Polansky

Ms. Wendy Faulenbach  
Chairperson, New Milford Board of Education

June 2, 2022

Dear Ms. Faulenbach,

Representing the all-volunteer team, I am proud to deliver the John J. McCarthy Observatory Corporation's 2021-2022 Annual Operations Report, per the Memorandum of Understanding between our organizations dated April 26, 2005.

As previously reported to the Board of Education, we closed the observatory completely in early March of 2020. In this past year, we have done much to have a public face and have limited visits and outdoor events. Covid threats remain, but there have been safe opportunities for activities that don't involve using the interior classroom. We are hopeful that we will soon be able to be fully reopened.

We have continued robust efforts with two challenging projects that are very meaningful in our mission, and made fine progress in both:

- Continuing evolution of an experimental "Pollinator Meadow" in an area of the Observatory grounds. The Meadow project is a fine success and it triggered support by the local SustainableCT team to raise over \$6,000 and do a significant expansion of the meadow. Both the public and the many pollinators have shown appreciation of this new effort!
- Expanding our development of an "AllSky Network" technology focusing on a very affordable and rugged camera that will eventually allow us to expand a network. We are in year two of a joint study with the Westport Astronomical Society, hoping to take the next steps in having a new generation of camera which is now in test mode on the JJMO rooftop tower.

We have maintained publishing of our monthly newsletter and calendar, and developed a very fine electronic version of our Second Saturday Stars, using social media to deliver our presentations, and placing the presentations on our YouTube channel. We also have done presentations at local libraries, and are refurbishing our solar system planet displays that have been damaged by vandals, using attractive decals instead of bronze objects that got destroyed often.

Our team is vaccinated, the facility is in good shape, we have new volunteers and two amazing high school girls being mentored.

We thank you for renewing our Memorandum of Understanding for another year.  
Sincerely,

Robert E. Lambert  
Treasurer - John J. McCarthy Observatory Corporation

# Meteor Tracking Camera Network

We have made extensive progress on engineering “AllSky” cameras that are capable of capturing meteor trails. We have designed and built several prototype cameras to test the various requirements of a rugged, year-round instrument. The objective is to start a meteor tracking network for our region with high-quality and affordable instrumentation.

Our first couple of cameras worked quite well, but the cost ended up in the \$3,000 range per unit, and the camera supplier dropped the camera we were using from its product line due to electronic parts no longer available.

Building on our ideas from prototyping, our stellar electronics wizard Marc Polansky set out to make a system in the \$300-\$350 range, which was our target, and has built several models. He now has mounted one that we are optimistic can be a success. It has been in operation since mid-May and shown great promise. Made from a Raspberry Pi processor and a mini-camera and home-designed controls, and a full 180-degree fish-eye lens, it has detected a number of bright meteor trails. We will continue testing and deploying an upgraded version of a prototype back to the Westport Astronomical Society so we can continue our joint development project.

This has been a five year R&D project, with many adventures and failures, but we are getting much closer to success. Why do this? There are many meteor tracking networks around the world, but they all have a design of remote sites sending tracking data back to a central site that does the analysis. What we are designing has a goal of being an “open system”, where trails are entered into a shared data base that allows any participating organization to do calculations that project orbits, and possible landing sites of large meteors. If we can achieve this, it will be a

very attractive approach for universities and interested individuals. They can develop new models for calculating orbits, let students build skills for calculating final landing locations considering wind, elevations, etc. Only an open system can provide the opportunity to motivate experimentation in new and better methods. The Technology team in the NM school system has supported this well, with desktop computers provided over the last three years to support the whole process. We are most grateful.

This project is the final leg of our “three-legged stool” of solar system science. We have successfully submitted over 2,200 observations of “Potentially Hazardous Objects” to the Minor Planet Center of the International Astronomical Union and have acquired 240 important meteorites with material from the beginning of the solar system formation and earlier times. So, capturing meteor trails and calculating orbits that can end in landing spots in our area completes the process. We have been at this now for 22 years, with many students participating, including two high school students now. Objects flying in space, objects falling towards earth, and objects gathered on earth for examination: our dedication in all three has been a focus that has involved many students, and can continue to do so. These are real things, always available to study. And they all help to unravel the mystery of the formation and history of our solar system.

# Progress with the “Dancer” antique telescope

Nearly a decade ago, we were given a wonderful gift of a 4.25” diameter refracting telescope made in England around the year 1860 by an amateur astronomer and instrument maker named John Benjamin Dancer. It was complete with an oak case, a fine oak tripod, and assorted accessories. It had a number of repair issues to deal with, but we were fortunate to find several skilled amateur restoration experts who were willing to work on it pro bono over the years. It is now working beautifully, and we use it at our monthly events, weather permitting. It is a huge hit with everyone who gazes through it. To do that, we have mounted it on a very sturdy modern computer-driven mount that tracks objects, so we can have solar system targets stay in the eyepiece while visitors observe. Surprisingly, it has wonderful optics, that give us all fine views of solar system objects, including planets, the moon and the sun. It is a huge hit with everyone who gazes through it.

It has been so impressive that we have mounted a fine astronomy camera on it and have been imaging the moon and, with special solar filters, giant sunspots during this very active period on the sun. The results are amazing – worthy of even a modern telescope. This telescope is a true treasure. Solar and lunar images taken by volunteer Bill Cloutier follow. He has been the caretaker of the Dancer telescope since we received it, has documented every step, and has researched the history of Mr. Dancer in detail. He was a true “Citizen Scientist”. A role model for science and invention. We intend to challenge this telescope by imaging deep space objects in coming months.



**Above: Enormous sunspot, almost 10 times larger than earth!**

**Taken 5/21/22 with camera on the Dancer telescope.**

**Below – the moon done by the Dancer**



# The Observatory Gardens

The gardens surrounding the McCarthy Observatory took a great leap forward in the past year. Maturation of the ongoing pollinator-friendly plantings and the addition of a new area funded through a “SustainableCT” initiative have made a wonderful difference in the appeal to our visitors, and to the pollinating wildlife that are growing in number on the grounds.

At the suggestion of Mayor Bass, the leaders of the New Milford SustainableCT came to us with an offer to manage a matching grant fundraiser for our pollinator gardens. An offer we couldn't refuse! Working together, we raised over \$6,000 for an extension to the gardens and much-needed supplies. We worked with Meadowbrook Gardens in New Milford to plan and install a fine extension on the southeast side of the garden area with a beautiful tree and pollinator perennials that are growing very rapidly and help invite visitors into a garden that is gaining popularity every year. We do encourage the members of the Board of Education to visit and explore, either wandering it on your own or arranging with us for an educational tour.

The completion of the garden extension as a pollinator destination was one of the key checklist components of New Milford earning “Silver” Certification with SustainableCT in 2021. This is the highest level offered! We are proud to be a part of that effort and salute the New Milford team for their hard work and close partnership with us. We hope that our efforts in the quest to have true native pollinator meadows in New Milford will help stimulate expansion of this important mission in many locations in this very large community.



The attached photographs show the planting stage and some early results this spring. But first....the students love to have outdoor classes there!



**Installation Day. July 3, 2021**





**Planting complete! Same Day!**



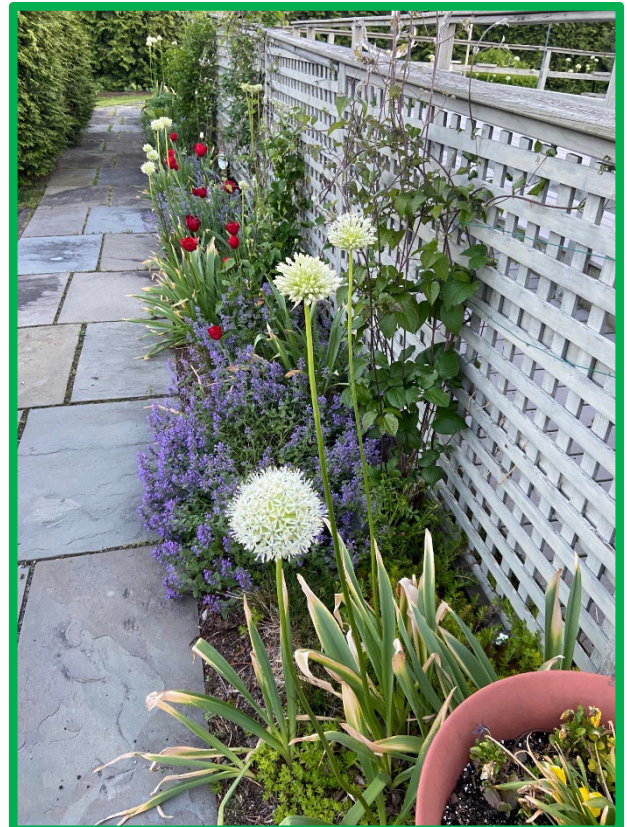


**Every plant is a native pollinator attractor!**

**Many thanks to the SustainableCT local team  
for their great help in making this happen.**

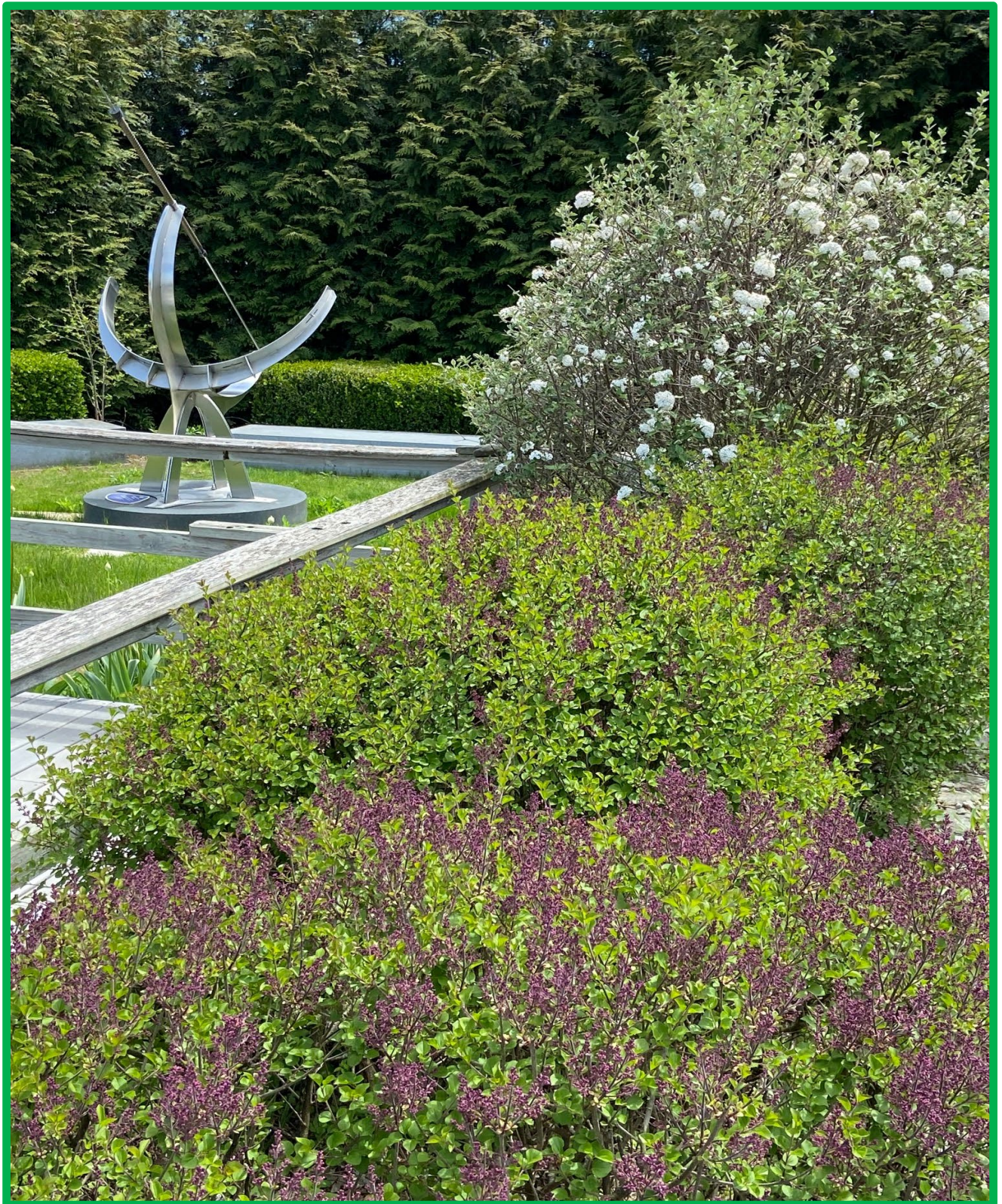


# Spring 2022 – a great growing season





Really Great – Best Ever!





## Consulting with a College in Texas

An interesting opportunity: when we began the design of the observatory in 1998, we made a great decision...to make the whole facility be ADA compliant. No law said this must be done, but it sure made sense to our team. This meant a lift to the observing deck from street level – a challenging engineering project with several non-obvious issues to be addressed. We were ultimately successful, and it was a great decision!

A few months ago, we were contacted by Sam Houston State University in south Texas. They are planning a new observatory and were requested to have a lift to the observing deck. Their search turned up one such facility who had done this – the McCarthy Observatory, way up in Connecticut. We started talking with them and soon became an integral part of a full “redesign” of the facility.

There were several mistakes in the design that needed to be reworked, and our experience of touring nearly a dozen observatories in our initial design process led us to avoiding them. The head of the Sam Houston physics department was leading the ZOOM calls, and he has been most appreciative of the help he got from JJMO. They have a far better, more workable design now, and a lift in the proper place. A feather in our cap! Most importantly, it is good to see other observatories becoming more conscious of supporting special needs. Maybe this will spread.....

# The James Webb Space Telescope

We were able to image the James Webb Space Telescope twice after it departed from earth! Pretty heady stuff!

The first image was just an hour after all the components were put into their final positions, so all the 18 mirror segments were properly deployed, as was the giant heat shield system and the secondary mirror.

The second image (seen below) was just after it was in its final “halo orbit”, about 950,000 miles from earth. These were done at late hours, and the two bright high school girl volunteers performed most of the tasks, with minimal coaching. An article about our effort, written by science writer Robert Miller, was published in the Danbury News Times. We have had many fine response notes over this effort.

Breaking news: NASA has just announced that the first public release of images and spectral data will be on July 12. We will be ready! We were approved to be recipients of advanced materials, and able to attend an expert round table event describing the release sometime before the date of public availability, as well as having access to experts after the release to get questions from the public answered. So... we can potentially be a focal point for the community, for educators and for students.



The JWST, imaged at JJMO right after it reached its final orbiting position.

The vector going from lower left towards the upper right is the James Webb space Telescope, imaged by the JJMO team and 2 high school volunteers on January 26. This image was done shortly after the vehicle had entered its true “halo orbit”, which makes a huge loop every 6 months.

Notice that it has a very bright spot about 2/3 of the way through the trail...this was caused by motion that put the sunshield in our line of sight with the sun. This occurs every six hours due to the motion of the instrument. We are very proud of this image of the telescope that is going to change our knowledge of the universe in many amazing and unknown ways, hopefully well beyond its targeted 10 years of operation!

Coming to all of us on July 12!



## Food and Nutrition Services

### Annual Report

Through USDA funding, all students have been able to obtain breakfast and lunch for free this school year. This funding will end on June 30, 2022 which means that students will have to pay for meals during the 22-23 school year. Families with income concerns are encouraged to apply for free and reduced price meals for the next school year.

#### ➤ Participation

Participation in the school breakfast and lunch program was at a record high this year.

Year to Date (May 2022)		
	Breakfast	Lunch
Hill & Plain	24%	68%
Northville	19%	71%
Sarah Noble	17%	76%
Schaghticoke	12%	70%
High School	6%	55%

#### ➤ Total Meals Served Year to Date

Aug - May 2022		
	Breakfast	Lunch
District	81,541	407,679

#### ➤ Participation Comparison

	March 2019		March 2022	
	Breakfast	Lunch	Breakfast	Lunch
<b>HPS</b>	6%	63%	28%	72%
<b>NES</b>	8%	52%	23%	75%
<b>SNIS</b>	13%	63%	16%	79%
<b>SMS</b>	3%	61%	15%	71%
<b>HS</b>	2%	50%	8%	57%



➤ **USDA Reimbursement 21-22**

The USDA reimbursement rates per meal were higher than previous school years which contributed to additional funding.

<b>Breakfast</b>	\$2.6050
<b>Lunch</b>	\$4.5625

The rates will return to a lower rate as of July 1, 2022. Pre-pandemic rates in the 19-20 school year are shown in the chart below. Rates are anticipated to be slightly higher for the 22-23 school year.

<b><u>19-20 USDA Reimbursement</u></b>			
	Paid	Reduced	Free
<b>Breakfast</b>	\$0.31	\$1.54	\$1.84
<b>Lunch</b>	\$0.31	\$3.01	\$3.41

➤ **Staffing**

- This was one of the department's largest challenges. There are 33 foodservice employees when the department is fully staffed. The number of employees fluctuated between 22 and 28 throughout the school year.
- Substitute workers remains a challenge. The department operated with only one substitute for the year.
- At the end of the 21-22 school year, there will be 8 vacancies.
- The Food and Nutrition Services Employee contract expires on June 30, 2022.

➤ **Projects**

- A new POS software system for the district was implemented in November 2021.

➤ **Staff Training**

- Three trainings were conducted for the foodservice staff.
  - Point of Sale (POS) system for the district
  - USDA Regulations and the Reimbursable Meal
  - ServSafe
    - Currently 23 employees are ServSafe certified.

➤ **Food and Supplies**

- Due to supply chain disruptions there have been numerous shortages, substitutions and delayed deliveries throughout the school year, making this another department challenge.
- Additional vendors were utilized in order to get food and supplies.
- Government commodities were not available to the fullest extent, creating additional costs.
- There have been price increases for food and supplies across the board.

<b><u>Price Increases</u></b>	
Milk 1% Unflavored	19%
Milk, Chocolate	27%
Waffles	43%
String Cheese	201%
Bread & Rolls	26%
Lunch Trays	101%
Plastic Film	61%
Food Boats	26%

➤ **Menu**

Despite our challenges, the department continued to provide students with multiple meal options and exceptional service.

- Students K-8 have 8 menu options daily.
- Students 9-12 have 10 menu options daily.
- Students have choices of 5 fruits and 5 vegetables daily with their meal.
- Monthly menu promotions continued.
- Some new items and recipes were introduced to the students this year. Some examples were: Charcuterie Lunch, Wild Mike's Pizza Bites, Parfaits with Fruit & Homemade Granola at grades K-5 daily, Irish Nachos, and a Breakfast Sandwich at lunch.



Office of Fiscal Services & Operations  
50 East Street  
New Milford, Connecticut 06776

10F  
BOE Meeting June 2022

**TO: Ms. Alisha DiCorpo, Superintendent**  
**FROM: Anthony J. Giovannone, Director of Fiscal Services and Operations**  
**Date: June 1, 2022**  
**RE: Energy Program Update**

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On Friday, May 6, 2022, the second Energy Program Update meeting was held virtually to discuss the finance piece of this joint endeavor with the Town. The purpose of these routine meetings going forward is to track how the following items adjust as we move towards the December 2022 payment as well as future years' payments:

1. Construction Energy Savings
2. Demand Response Savings
3. Eversource incentives

Representatives on the call from ESG continued to assure us of their commitment to solve for the December 2022 payment within our already budgeted monies to cover both our commodity responsibility to our energy vendors as well as the payment due for the project.

There was additional discussion about time table revisions for some of the larger projects in the future but a revised schedule was not provided.

It is expected that we will be shown their capture method, by building, that allocates savings for the projects already completed, at the next meeting scheduled on Friday June 10.

*Sincerely,*  
*Anthony J. Giovannone*  
*Director of Fiscal Services and Operations*

# **NEW MILFORD PUBLIC SCHOOLS**

**Office of the Superintendent**

**50 East Street**

**New Milford, Connecticut 06776**

**(860) 355-8406 FAX (860) 210-4132**



**Mr. Jeff Turner**  
**Director of Technology**

TO: Alisha DiCorpo, Superintendent  
FROM: Jeff Turner, Director of Technology  
DATE: June 1, 2022  
SUBJECT: Cyber Security Update

---

The Technology team has been working towards the goal of an updated cyber security insurance plan for the New Milford Public School system. We now have that in place and are awaiting Mr. Giovannone to sign and then move forward with Travelers Insurance so we have a Multi Factor Authentication plan in place to reduce malware and phishing issues that plague many school systems.

Steve Kern, Walker Merritt and Jamie Terry started this process before I arrived in January. Mr. Kern has done an excellent job of doing many of the labor intensive tasks to reach the goals setup by the insurance company via their cyber security checklist.

Work to be done once Mr. Giovannone has signed the contract includes the following:

1. Test login rights to email with summer school volunteers.
2. Look for and implement other options for staff to use when starting the 22-23 school year.
3. Email staff expected changes and updates throughout the 2022 summer.
4. Finalize a back to school letter regarding the new process that will include using a Multi Factor Authentication tool (Google Authenticator, others) to access emails safely.

If you have any questions regarding cyber security insurance, please reach out and we can discuss. I attached the quote and other paperwork sent to Mr. Giovannone from Travelers if you would like to review as needed.



Wrap+®

**Darryl A Cole**  
PO Box 2950  
Hartford, CT 06104-2950  
Phone: (860) 954-1322  
Email: DACOLE@travelers.com

May 17, 2022

JEFFREY KILBERG  
NICHOLAS-TOBIN INC  
111 DANBURY RD  
NEW MILFORD, CT 06776

**RE: Insured Name:** NEW MILFORD PUBLIC SCHOOLS  
50 EAST ST  
NEW MILFORD, CT 06776-3030  
**Expiring Policy Number:** N/A  
**Policy Period:** May 16, 2022 to May 16, 2023

Dear JEFFREY KILBERG:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid for 30 days, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit [www.rmplusonline.com](http://www.rmplusonline.com) to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++\*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

**Darryl A Cole**

Travelers Bond & Specialty Insurance

\*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit [www.travelers.com](http://www.travelers.com). Ratings listed herein are as of October 2019, are used with permission, and are subject to changes by the rating services. For the latest rating, access [www.ambest.com](http://www.ambest.com).

**Travelers Casualty and Surety Company of America**  
**QUOTE OPTION #1**

**CYBER COVERAGE:**

Liability	Limit	Retention
Privacy and Security	\$1,000,000	\$10,000
Media	Not Covered	
Regulatory Proceedings	\$1,000,000	\$10,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$1,000,000	\$10,000
Computer and Legal Experts	\$1,000,000	\$10,000
Betterment	\$100,000	
Cyber Extortion	\$1,000,000	\$10,000
Data Restoration	\$1,000,000	\$10,000
Public Relations	\$1,000,000	\$10,000
Cyber Crime	Limit	Retention
Computer Fraud	\$100,000	\$5,000
Funds Transfer Fraud	\$100,000	\$5,000
Social Engineering Fraud	\$100,000	\$5,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	Not Covered	
Dependent Business Interruption	Not Covered	
Reputation Harm	\$250,000	\$5,000
System Failure	Not Covered	

**Additional First Party Provisions**

Accounting Costs Limit: Not Covered

Betterment Coparticipation: 50%

Period Of Restoration: N/A

Period Of Indemnity: 30 days

Wait Period: N/A

**Knowledge Date:** May 16, 2022

**P&P Date:** May 16, 2022

**Retro Date:** N/A

**TOTAL ANNUAL PREMIUM - \$15,862.00**  
(Other term options listed below, if available)

**LIMIT DETAIL:**

Shared Additional Defense Limit of Liability: N/A  
CyberRisk Policy Aggregate Limit: \$1,000,000

**EXTENDED REPORTING PERIOD AND RUN-OFF:**

Extended Reporting Period for Cyber Coverage:  
Additional Premium Percentage: 75%  
Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:  
Additional Premium Percentage: N/A  
Additional Months: N/A

**CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:**

Duty to Defend

**PREMIUM DETAIL:**

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$15,862.00	\$0.00	\$0.00	\$15,862.00	\$15,862.00

**POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:**

AFE-15001-0620 Declarations  
AFE-16001-0119 General Conditions  
CYB-15001-0620 CyberRisk Declarations  
CYB-16001-0620 CyberRisk Coverage  
CYB-16001-TOC-0620 CyberRisk Table of Contents

**ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:**

AFE-17015-0322 Connecticut Changes Endorsement  
AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement  
AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement  
CYB-19105-0119 Conviction Reward Endorsement  
CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement  
CYB-19123-0519 Bricked Equipment Endorsement

**CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:**

*This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.*

- 1 Please confirm most recent full-year revenue (e.g. budget) figure; publicly available information was used to quote

**COMMISSION:** 15.00%

## **QUOTE NOTES:**

## **NOTICES:**

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

### **Important Notice Regarding Compensation Disclosure**

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [http://www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html)

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

## **FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE**

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

### **Coverage Disclaimer:**

**THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.**

**THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.**



**Affiliate (non-Subsidiary) Coverage Disclaimer:**

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the [travelers.com](http://travelers.com) website or contact your underwriter.



## CyberRisk Policyholder Benefits

Thank you for choosing Travelers for your cyber insurance needs. As our insured, Travelers provides you with innovative value-added pre and post breach risk management services at **no additional cost** to help you protect your business. These current benefits include:

### **Travelers eRisk Hub®:**

Access to a private web-based portal containing information and technical resources that can assist you in the prevention of network, cyber and privacy events and support you in a timely response if an incident occurs. Travelers eRisk Hub portal powered by NetDiligence® features news, content and services from leading practitioners in risk management, computer forensics, forensic accounting, crisis communications, legal counsel, and other highly-specialized segments of cyber risk.

### **To register for Travelers eRisk Hub:**

1. Go to [www.eriskhub.com/travelerscyber](http://www.eriskhub.com/travelerscyber)
2. Complete the registration form. **Your Access Code is 13881-197**
3. Once registered, you can access the portal immediately.

### **Please note the following:**

- Travelers eRisk Hub is a private site provided to certain cyber insureds of Travelers. Please do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the Access Code provided.
- Travelers eRisk Hub contains a directory of experienced providers of cyber risk management and breach recovery services. Travelers does not endorse these companies or their respective services. Before you engage any of these companies, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs. Unless otherwise indicated or approved, payment for services provided by these companies is your responsibility.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.

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# SPECIMEN - QUOTE 2

# CyberRisk Policyholder Benefits

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## Travelers Cyber Coaches –

Three cybersecurity coach services are available to help your organization extend your team with expert guidance at no additional cost, as follows:

- **Breach Coach® –**  
Should you experience a data breach event, you may choose to call the Breach Coach listed in the Travelers *eRisk Hub* portal for immediate triage assistance. Your initial consultation of up to one half-hour is at no additional charge. Please be aware that the Breach Coach service is provided by a third-party law firm. Therefore, contacting the Breach Coach does NOT satisfy the claim or first-party notification requirements of your policy.
- **HIPAA Coach –**  
To help your organization identify the cyber related issues HIPAA raises and help minimize potential exposures, you are entitled to consult with a HIPAA Coach listed in the Travelers *eRisk Hub* portal for up to one hour.
- **Security Coach –**  
Talk with a Symantec™ security professional about general cybersecurity questions for up to one hour to help strengthen your organizations security posture with actionable advice and insights listed in the Travelers *eRisk Hub* portal.

## Pre-Breach Services provided by Symantec™ :

Preparation is key in helping to mitigate a potential cyber related event. To assist policyholders achieve a higher level of cybersecurity for their organizations Travelers offers the following pre-breach services from Symantec, a global leader in cybersecurity solutions accessible through the Travelers *eRisk Hub*:

- **Symantec™ Cyber Resilience Readiness Assessment and Cyber Security Professional Consultation –**  
An online assessment designed for an organization to quickly understand their current cybersecurity posture while receiving an official report and up to 1 hour consultation with a Symantec security professional to help in improving areas of weakness or vulnerability.
- **Symantec™ Cyber Security Awareness Training Videos –**  
Gain access to security awareness training videos as a method of defense against cybersecurity threats by promoting proactive employee behavior. These courses can be used to complement your employee training requirements.
- **Symantec™ Service Discounts –**  
Obtain meaningful discounts on Symantec products and services including Managed Security Services, Norton for Small Business Software, DeepSight™ Intelligence, Endpoint Encryption, Phishing Readiness and more.
- **Risk Management Whitepapers –**  
Topical insights and expertise on current cyber related trends, risks and threats that face organizations in today's business environment. Available quarterly, these resource guides will help with your organization's preparedness when it comes to cyber related events.

Certain services are being provided to you by Symantec and in using them you must agree to Symantec's terms of use & privacy policy. Travelers Casualty and Surety Company of America and its property casualty affiliates ("Travelers") makes no warranty, guarantee, or representation as to the accuracy or sufficiency of any such services. The use of the services and the implementation of any product or practices suggested by Symantec or NetDiligence is at your sole discretion. Travelers disclaims all warranties, express or implied. In no event will Travelers be liable in contract or in tort for any loss arising out of the use of the services or Symantec's or any other vendor's products. eRisk Hub and Breach Coach are registered trademarks of NetDiligence.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law.



**PO Box 2950  
Hartford, CT 06104-2950**

May 17, 2022

NEW MILFORD PUBLIC SCHOOLS  
50 EAST ST  
NEW MILFORD, CT 06776-3030

Re: Important Information about Claims Information Line

Dear NEW MILFORD PUBLIC SCHOOLS

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.



P.O. Box 2950  
Hartford, CT 06104-2950

5/17/2022

NEW MILFORD PUBLIC SCHOOLS

50 EAST ST  
NEW MILFORD, CT 06776-3030

**RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance ([www.rmplusonline.com](http://www.rmplusonline.com))**

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- ☒ Thousands of articles on a variety of risk management topics
- ☒ Topical webinars and podcasts on current issues
- ☒ Checklists to assist in managing risk
- ☒ Web based training
- ☒ Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

#### Instructions for Registration & Orientation to Risk Management PLUS+ Online®

##### *Registration for Site Administrators:*

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to [www.rmplusonline.com](http://www.rmplusonline.com).
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

##### *Learning to Navigate the Site:*

1. Go to [www.rmplusonline.com](http://www.rmplusonline.com). On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

## Independent Agent And Broker Compensation Notice

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For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html).

Or write or call:

Travelers, Agency Compensation  
P.O. Box 2950  
Hartford, Connecticut 06104-2950  
(866) 904.8348

This endorsement changes the Policy to comply with Connecticut law. It supersedes all terms of this Policy, including other endorsements.

## Connecticut Changes Endorsement

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If this Policy is construed under the laws of the state of Connecticut, the following applies:

### 1. Optional Extended Reporting Period.

1. The Named Insured may elect to purchase an *Optional Extended Reporting Period* upon termination of this Policy. Termination of this Policy includes:
  - a. cancelation or nonrenewal by the Insurer or the *Insured*;
  - b. decrease in limits, reduction of coverage, increased deductible or retention, new exclusion; or
  - c. any other change in coverage less favorable to the *Insured*.
2. For any Claims-Made Coverage an *Optional Extended Reporting Period* will not be less than three years.
3. For any Claims-Made Coverage the *Insured* may elect an *Optional Extended Reporting Period* with a reinstated limit of liability.
4. Within 15 days after termination of coverage, we will advise the Named Insured in writing of the automatic extended reporting period coverage. And also the availability of, the premium for, and the importance of purchasing additional extended reporting period coverage.
5. *Optional Extended Reporting Period* premium will be calculated based on the expiring annual premium.
6. Payment made for any *Optional Extended Reporting Period* will first be applied to any outstanding premium due for the Policy. The *Optional Extended Reporting Period* will not take effect until premium due for the Policy is paid in full and the premium due for the *Optional Extended Reporting Period* is paid promptly when due.

### 2. Retro Date.

Any applicable Retro Date may be advanced only with the written consent of the Named Insured.

### 3. When The Optional Extended Reporting Period Begins.

The *Optional Extended Reporting Period* begins when the *Automatic Extended Reporting Period* ends.

### 4. Automatic ERP And Optional ERP.

Any reference to *Automatic ERP* in this Policy is replaced with *Automatic Extended Reporting Period*. Any reference to *Optional ERP* in this Policy is replaced with *Optional Extended Reporting Period*.

### 5. Other Conditions, Change Of Structure.

1. Under the Liability and Breach Response Insuring Agreements, if a *Change Of Control* occurs during the *Policy Period*, the coverage will continue from the date of the *Change Of Control* to the end of the *Policy Period*.
2. Coverage from the date of the *Change Of Control* to the end of the *Policy Period* is only for *Wrongful Acts* or *First Party Events* occurring before such *Change Of Control*.
3. Under the Cyber Crime and Business Loss Insuring Agreements, if an entity ceases to be an *Insured Entity* during the *Policy Period*, *First Party Loss* is only covered if:
  - a. such *First Party Loss* is sustained; and
  - b. the applicable *First Party Event* is *Discovered*, prior to the time such entity ceased to be an *Insured Entity*.
4. The Named Insured may request an *Optional Extended Reporting Period* following a *Change Of Control*.

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

## Cap On Losses From Certified Acts Of Terrorism Endorsement

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The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed \$100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

*Certified Act Of Terrorism* means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of *TRIA*, to be an act of terrorism pursuant to *TRIA*. The criteria contained in *TRIA* for a *Certified Act Of Terrorism* include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to *TRIA*; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

*TRIA* means the federal Terrorism Risk Insurance Act of 2002 as amended.



This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

## Federal Terrorism Risk Insurance Act Disclosure Endorsement

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

### Authorization And Changes.

The Named Insured will act on behalf of all *Insureds* regarding the payment of premium, receipt of return premium, change of coverage, and receipt of notices of cancelation or nonrenewal. Each *Insured* agrees that they have delegated such authority to the Named Insured.

The Named Insured may change this Policy with the Insurer's consent by endorsement to this Policy. No rights or duties under this policy may be transferred or assigned without the Insurer's written consent.

### Conformity To Law.

Any part of this Policy that conflicts with applicable statutory or regulatory law is changed to conform to such law. This Policy provides coverage and benefits only to the extent that it does not expose the Insurer, or any of its subsidiaries, or affiliated companies, to a trade or economic sanction, prohibition, or restriction under a U.N. resolution, trade or economic sanction, or E.U., U.K., or U.S. law or regulation.

### Consent And Cooperation.

Where the Insurer's consent is required, such consent will not be unreasonably withheld. The *Insured* agrees to give all information, assistance, and cooperation the Insurer reasonably requires.

### Representatives.

In the event of an *Insured Person's* death, incapacity, or bankruptcy, this Policy will afford coverage to his or her:

1. estate;
2. legal representative;
3. legal spouse, domestic partner, or party to a civil union; or
4. assignee,

but only to the extent that it would have applied to such *Insured Person*.

### Suits Against The Insurer.

No person or entity has the right under this Policy to join the Insurer as a party in an action against an *Insured* to determine such *Insured's* liability, nor may the Insurer be impleaded by any *Insured*. No action will lie against the Insurer unless there has been full compliance with all the terms of this Policy.

### Territory And Valuation.

This Policy applies anywhere in the world, but it does not apply to *Loss* incurred by an *Insured* residing or domiciled in a country or jurisdiction in which the Insurer is not licensed to provide this insurance, to the extent that providing this insurance would violate any applicable foreign law or regulation ("Foreign Loss").

If an *Insured Entity* incurs Foreign Loss, the Insurer will reimburse the Named Insured for such Foreign Loss because of the Named Insured's financial interest in such *Insured Entity*. If an *Insured Person* incurs Foreign Loss not indemnified by an *Insured Entity*, such Foreign Loss will be paid in a country or jurisdiction mutually acceptable to such *Insured Person* and the Insurer, to the extent that doing so would not violate any applicable foreign law or regulation.

All amounts in this Policy are stated in U.S. Dollars. If amounts are due under a liability coverage and are stated in a different currency, payment will be made in U.S. Dollars at the exchange rate published in The Wall Street Journal at the time the final amount is determined.

### Titles, Headings, And Defined Terms.

The titles and headings in this Policy do not affect coverage. Where appearing in this Policy, in singular or plural, words and phrases appearing in italicized type have the meaning shown in the Definitions of the applicable Coverage.

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Only the Insuring Agreements with Limits shown in the CyberRisk Declarations apply.

### Liability Insuring Agreements

<b>Privacy And Security.</b>	The Insurer will pay <i>Loss</i> on behalf of the <i>Insured</i> , resulting from a <i>Claim</i> that is first made during the <i>Policy Period</i> , or any applicable extended reporting period, for a <i>Privacy And Security Act</i> .
<b>Media.</b>	The Insurer will pay <i>Loss</i> on behalf of the <i>Insured</i> , resulting from a <i>Claim</i> that is first made during the <i>Policy Period</i> , or any applicable extended reporting period, for a <i>Media Act</i> .
<b>Regulatory Proceedings.</b>	The Insurer will pay <i>Defense Costs</i> and <i>Regulatory Costs</i> on behalf of the <i>Insured</i> , resulting from a <i>Regulatory Proceeding</i> that is first commenced during the <i>Policy Period</i> , or any applicable extended reporting period, for a <i>Privacy And Security Act</i> or <i>Media Act</i> .

### Breach Response Insuring Agreements

<b>Privacy Breach Notification.</b>	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Privacy Breach Notification Costs</i> resulting from an actual or suspected <i>Privacy Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> , or any extended discovery period.
<b>Computer And Legal Experts.</b>	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Computer And Legal Expert Costs</i> resulting from an actual or suspected: <ol style="list-style-type: none"> <li>1. <i>Privacy Breach</i>;</li> <li>2. <i>Security Breach</i>; or</li> <li>3. <i>Cyber Extortion Threat</i>,</li> </ol> that is <i>Discovered</i> during the <i>Policy Period</i> , or any extended discovery period.
<b>Betterment.</b>	The Insurer will reimburse the <i>Insured</i> for <i>Betterment Costs</i> , following a <i>Security Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
<b>Cyber Extortion.</b>	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Cyber Extortion Costs</i> , resulting from a <i>Cyber Extortion Threat</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
<b>Data Restoration.</b>	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Restoration Costs</i> , directly caused by a <i>Security Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
<b>Public Relations.</b>	The Insurer will reimburse, or pay on behalf of, the <i>Insured</i> for <i>Public Relations Costs</i> , resulting from an actual or suspected: <ol style="list-style-type: none"> <li>1. <i>Privacy And Security Act</i>; or</li> <li>2. <i>Media Act</i>,</li> </ol> that is <i>Discovered</i> during the <i>Policy Period</i> , or any extended discovery period.

### Cyber Crime Insuring Agreements

<b>Computer Fraud.</b>	The Insurer will pay the <i>Insured Entity</i> for its direct loss of <i>Money</i> , <i>Securities</i> , or <i>Other Property</i> , directly caused by <i>Computer Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
<b>Funds Transfer Fraud.</b>	The Insurer will pay the <i>Insured Entity</i> for its direct loss of <i>Money</i> or <i>Securities</i> , directly caused by <i>Funds Transfer Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .

<b>Social Engineering Fraud.</b>	The Insurer will pay the <i>Insured Entity</i> for its direct loss of <i>Money</i> or <i>Securities</i> , directly caused by <i>Social Engineering Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
<b>Telecom Fraud.</b>	The Insurer will pay the <i>Insured Entity</i> for its <i>Telecom Charges</i> , directly caused by <i>Telecom Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .

## Business Loss Insuring Agreements

<b>Business Interruption.</b>	The Insurer will pay the <i>Insured</i> for its <i>Business Interruption Loss</i> that is directly caused by any of the following, if <i>Discovered</i> during the <i>Policy Period</i> : <ol style="list-style-type: none"> <li>1. A <i>Security Breach</i> that results in a total or partial interruption of a <i>Computer System</i>.</li> <li>2. A <i>System Failure</i>, if applicable.</li> <li>3. The voluntary shutdown of a <i>Computer System</i> by the <i>Insured</i>, if it is reasonably necessary to minimize the <i>Loss</i> caused by a <i>Security Breach</i> or <i>Privacy Breach</i> in progress.</li> </ol>
<b>Dependent Business Interruption.</b>	The Insurer will pay the <i>Insured</i> for its <i>Business Interruption Loss</i> , directly caused by an <i>IT Provider Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
<b>Reputation Harm.</b>	The Insurer will pay the <i>Insured</i> for its <i>Reputation Harm</i> , directly caused by an <i>Adverse Media Report</i> or <i>Notification</i> that: <ol style="list-style-type: none"> <li>1. first occurs during, or within 60 days after, the <i>Policy Period</i>; and</li> <li>2. directly relates to a <i>Privacy Breach</i> or <i>Security Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i>.</li> </ol>

## Definitions

<b>Accounting Costs.</b>	Means the reasonable fees or costs of a forensic accounting firm, incurred by the <i>Insured Entity</i> , to calculate <i>Income Loss</i> , even if such calculation shows there has been no <i>Income Loss</i> .
<b>Additional Insured.</b>	Means a person or entity, not otherwise an <i>Insured</i> , with whom the <i>Insured Entity</i> has entered into a written agreement to include as an <i>Insured</i> , but only for <i>Wrongful Acts</i> : <ol style="list-style-type: none"> <li>1. by, or on behalf of, the <i>Insured Entity</i> under such agreement; and</li> <li>2. that occur after the <i>Insured Entity</i> has executed such agreement.</li> </ol>
<b>Adverse Media Report.</b>	Means any communication of an actual or potential <i>Privacy Breach</i> or <i>Security Breach</i> by a media outlet. Multiple <i>Adverse Media Reports</i> regarding the same <i>Privacy Breach</i> or <i>Security Breach</i> are deemed one <i>Adverse Media Report</i> .
<b>Approved Provider.</b>	Means a service provider approved by the Insurer in writing to the <i>Insured</i> .
<b>Automatic ERP.</b>	Means a 90-day extended reporting period starting on the effective date this Coverage is canceled or not renewed.
<b>Betterment Costs.</b>	<ol style="list-style-type: none"> <li>1. Means the reasonable costs incurred and paid by the <i>Insured</i>, with the Insurer's written consent, for hardware or software to improve a <i>Computer System</i> after a <i>Security Breach</i>, if: <ol style="list-style-type: none"> <li>a. the <i>Security Breach</i> has been stopped or contained, and resulted in covered <i>Computer And Legal Expert Costs</i>;</li> <li>b. the <i>Approved Provider</i> that provided computer services in response to such <i>Security Breach</i>: <ol style="list-style-type: none"> <li>i. has identified a weakness in a <i>Computer System</i> that caused, or contributed to, the <i>Security Breach</i>; and</li> <li>ii. recommends the improvements to prevent a future <i>Security Breach</i> from exploiting such weakness; and</li> </ol> </li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>c. such improvements are incurred and paid for by the <i>Insured</i> within the earlier of 90 days after: <ul style="list-style-type: none"> <li>i. the recommendation by the <i>Approved Provider</i>; or</li> <li>ii. the end of the <i>Policy Period</i>.</li> </ul> </li> </ul> <p>Costs for improvements that are subject to a license, lease, or subscription will be limited to the pro rata portion of such costs for the first 12 months.</p> <ul style="list-style-type: none"> <li>2. Does not include wages, benefits, or overhead of any <i>Insured</i>.</li> </ul>
<i>Business Interruption Loss.</i>	<ul style="list-style-type: none"> <li>1. Means: <ul style="list-style-type: none"> <li>a. <i>Income Loss</i> and <i>Extra Expense</i> incurred or paid by the <i>Insured Entity</i> during the <i>Period Of Restoration</i>; and</li> <li>b. <i>Accounting Costs</i>, if the <i>Insured Entity's</i> business operations are interrupted beyond the <i>Wait Period</i>.</li> </ul> </li> <li>2. Does not include loss arising out of harm to the <i>Insured Entity's</i> reputation.</li> </ul>
<i>Change Of Control.</i>	<p>Means when:</p> <ul style="list-style-type: none"> <li>1. more than 50% of the Named <i>Insured's</i> assets are acquired; or</li> <li>2. the Named <i>Insured</i> is merged with, or consolidated into, another entity, and the Named <i>Insured</i> is not the surviving entity.</li> </ul>
<i>Claim.</i>	<p>Means:</p> <ul style="list-style-type: none"> <li>1. a written demand for monetary or nonmonetary relief, including injunctive relief, commenced by an <i>Insured's</i> receipt of such written demand;</li> <li>2. a civil proceeding, commenced by the service of a complaint or similar pleading;</li> <li>3. an arbitration, mediation, or similar alternative dispute resolution proceeding, commenced by the service of an arbitration petition or similar legal document;</li> <li>4. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, commenced by an <i>Insured's</i> receipt of such written request; or</li> <li>5. for the Regulatory Proceedings Insuring Agreement only, a <i>Regulatory Proceeding</i>, commenced by: <ul style="list-style-type: none"> <li>a. the filing of charges;</li> <li>b. the filing of an investigative order;</li> <li>c. the service of a summons; or</li> <li>d. the service or filing of a similar document,</li> </ul> </li> </ul> <p>against an <i>Insured</i> for a <i>Wrongful Act</i>. Except under Other Conditions, Notice Of Claim, a <i>Claim</i> is deemed made when commenced.</p>
<i>Client.</i>	<p>Means a person or entity to whom the <i>Insured Entity</i>:</p> <ul style="list-style-type: none"> <li>1. provides goods; or</li> <li>2. performs services, for a fee, or under a written agreement.</li> </ul>
<i>Computer And Legal Expert Costs.</i>	<ul style="list-style-type: none"> <li>1. Means the reasonable fees or costs incurred or paid by the <i>Insured</i> for services recommended and provided by an <i>Approved Provider</i>, to: <ul style="list-style-type: none"> <li>a. conduct a forensic analysis to determine the existence and cause of a <i>Privacy Breach</i>, <i>Security Breach</i>, or <i>Cyber Extortion Threat</i>;</li> <li>b. determine whose <i>Confidential Information</i> was lost or stolen; or accessed or disclosed without authorization;</li> <li>c. contain or stop a <i>Privacy Breach</i> or <i>Security Breach</i> in progress;</li> <li>d. certify the <i>Computer System</i> meets <i>Payment Card Security Standards</i>, if a <i>Security Breach Discovered</i> during the <i>Policy Period</i> results in noncompliance with such standards, but only for the first certification; or</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>e. provide legal services to respond to a <i>Privacy Breach</i> or <i>Security Breach</i>.</li> </ul>
	2. Does not include <i>Defense Costs</i> or <i>Privacy Breach Notification Costs</i> .
<i>Computer Fraud.</i>	<ul style="list-style-type: none"> <li>1. Means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions, directly into or within, a <i>Computer System</i>, that: <ul style="list-style-type: none"> <li>a. is not made by an <i>Insured Person</i>, an <i>Independent Contractor</i>, or any other person under the direct supervision of the <i>Insured</i>; and</li> <li>b. causes <i>Money</i>, <i>Securities</i>, or <i>Other Property</i> to be transferred, paid, or delivered from inside the <i>Insured Entity's</i> premises or the <i>Insured Entity's</i> financial institution premises to a place outside of such premises.</li> </ul> </li> <li>2. Does not include <i>Social Engineering Fraud</i>.</li> </ul>
<i>Computer System.</i>	<p>Means a computer and connected input, output, processing, storage, or communication device, or related network, operating system, website, or application software, that is:</p> <ul style="list-style-type: none"> <li>1. under the operational control of, and owned by, licensed to, or leased to: <ul style="list-style-type: none"> <li>a. the <i>Insured Entity</i>; or</li> <li>b. an <i>Insured Person</i>, while authorized by, and transacting business on behalf of, the <i>Insured Entity</i>, except under the Betterment or Data Restoration Insuring Agreements, or any Cyber Crime Insuring Agreement; or</li> </ul> </li> <li>2. operated by an <i>IT Provider</i>, but only the portion of such computer system used to provide hosted computer resources to the <i>Insured Entity</i>, except under the Betterment or Business Interruption Insuring Agreements.</li> </ul>
<i>Confidential Information.</i>	Means a third party's or <i>Insured Person's</i> private or <i>Confidential Information</i> that is in the care, custody, or control of the <i>Insured Entity</i> , or a service provider acting on behalf of the <i>Insured Entity</i> .
<i>Covered Material.</i>	<ul style="list-style-type: none"> <li>1. Means content that is created or disseminated, via any form or expression, by, or on behalf of, the <i>Insured Entity</i>.</li> <li>2. Does not include: <ul style="list-style-type: none"> <li>a. tangible product designs; or</li> <li>b. content created or disseminated by the <i>Insured Entity</i> on behalf of a third party.</li> </ul> </li> </ul>
<i>Cyber Extortion Costs.</i>	<ul style="list-style-type: none"> <li>1. Means, with the Insurer's prior written consent: <ul style="list-style-type: none"> <li>a. <i>Ransom</i>, in direct response to a <i>Cyber Extortion Threat</i>;</li> <li>b. reasonable amounts incurred or paid by the <i>Insured</i> in the process of paying, or attempting to pay, <i>Ransom</i>; or</li> <li>c. reasonable amounts incurred or paid by the <i>Insured</i>, recommended by an <i>Approved Provider</i>, to mitigate <i>Ransom</i>.</li> </ul> </li> <li>2. Does not include <i>Computer And Legal Expert Costs</i> or <i>Restoration Costs</i>.</li> </ul>
<i>Cyber Extortion Threat.</i>	<p>Means a threat to:</p> <ul style="list-style-type: none"> <li>1. access or disclose: <ul style="list-style-type: none"> <li>a. <i>Confidential Information</i>; or</li> <li>b. an <i>Insured Entity's</i> information without authorization; or</li> </ul> </li> <li>2. commit or continue a <i>Security Breach</i>, made against the <i>Insured Entity</i> for <i>Ransom</i>.</li> </ul>
<i>Defense Costs.</i>	<ul style="list-style-type: none"> <li>1. Means reasonable fees and costs incurred by the Insurer, or the <i>Insured</i> with the Insurer's prior written consent, in the: <ul style="list-style-type: none"> <li>a. investigation;</li> <li>b. defense;</li> <li>c. settlement; or</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>d. appeal, of a <i>Claim</i>.</li> </ul>
	<ul style="list-style-type: none"> <li>2. Includes up to \$1,000 per day for loss of earnings due to an <i>Insured Person's</i> attendance in court, if at the Insurer's request.</li> <li>3. Does not include wages, benefits, or overhead of the Insurer or of the <i>Insured</i>.</li> </ul>
<i>Discover, Discovered, Discovery.</i>	Means when an <i>Executive Officer</i> first becomes aware of facts that would cause a reasonable person to assume that a <i>First Party Loss</i> has been or will be incurred, regardless of when the act or acts causing or contributing to such <i>First Party Loss</i> occurred, even though the exact amount or details of such <i>First Party Loss</i> may not then be known.
<i>Employee.</i>	<ul style="list-style-type: none"> <li>1. Means a natural person while their labor is engaged and directed by the <i>Insured Entity</i>, and who is: <ul style="list-style-type: none"> <li>a. a full-time, part-time, seasonal, or temporary worker compensated directly by the <i>Insured Entity</i> through wages, salaries, or commissions;</li> <li>b. a volunteer, student, or intern; or</li> <li>c. a worker whose services have been leased to the <i>Insured Entity</i> by a labor leasing firm under a written agreement.</li> </ul> </li> <li>2. Does not include any: <ul style="list-style-type: none"> <li>a. agent;</li> <li>b. broker;</li> <li>c. consignee;</li> <li>d. independent contractor; or</li> <li>e. representative, of the <i>Insured Entity</i>.</li> </ul> </li> </ul>
<i>Executive Officer.</i>	Means a natural person while acting as the <i>Insured Entity's</i> : <ul style="list-style-type: none"> <li>1. chief executive officer;</li> <li>2. chief financial officer;</li> <li>3. chief information security officer;</li> <li>4. risk manager;</li> <li>5. in-house general counsel; or</li> <li>6. the functional equivalent of 1 through 5.</li> </ul>
<i>Extra Expense.</i>	Means reasonable costs incurred by the <i>Insured Entity</i> , with the Insurer's written consent, that: <ul style="list-style-type: none"> <li>1. result from a <i>First Party Event</i>;</li> <li>2. are in excess of the <i>Insured Entity's</i> normal operating costs;</li> <li>3. are intended to reduce <i>Income Loss</i>; and</li> <li>4. would not have been incurred had there been no <i>First Party Event</i>.</li> </ul>
<i>First Party Event.</i>	<ul style="list-style-type: none"> <li>1. Means: <ul style="list-style-type: none"> <li>a. <i>Computer Fraud</i>;</li> <li>b. <i>Cyber Extortion Threat</i>;</li> <li>c. <i>Funds Transfer Fraud</i>;</li> <li>d. <i>IT Provider Breach</i>;</li> <li>e. <i>Media Act</i>;</li> <li>f. <i>Privacy Breach</i>;</li> <li>g. <i>Security Breach</i>;</li> <li>h. <i>Social Engineering Fraud</i>;</li> <li>i. <i>System Failure</i>; or</li> <li>j. <i>Telecom Fraud</i>.</li> </ul> </li> </ul>

	<ol style="list-style-type: none"> <li>2. <i>First Party Events</i> that have a common: <ol style="list-style-type: none"> <li>a. nexus;</li> <li>b. set of facts;</li> <li>c. circumstance;</li> <li>d. situation;</li> <li>e. event; or</li> <li>f. decision,</li> </ol> are deemed a single <i>First Party Event</i>. </li> </ol>
<i>First Party Insuring Agreements.</i>	<p>Means the:</p> <ol style="list-style-type: none"> <li>1. Breach Response Insuring Agreements;</li> <li>2. Business Loss Insuring Agreements; and</li> <li>3. Cyber Crime Insuring Agreements.</li> </ol>
<i>First Party Loss.</i>	<ol style="list-style-type: none"> <li>1. Means: <ol style="list-style-type: none"> <li>a. <i>Betterment Costs</i>;</li> <li>b. <i>Business Interruption Loss</i>;</li> <li>c. <i>Computer And Legal Expert Costs</i>;</li> <li>d. <i>Cyber Extortion Costs</i>;</li> <li>e. <i>Money</i>;</li> <li>f. <i>Other Property</i>;</li> <li>g. <i>Privacy Breach Notification Costs</i>;</li> <li>h. <i>Public Relations Costs</i>;</li> <li>i. <i>Reputation Harm</i>;</li> <li>j. <i>Restoration Costs</i>;</li> <li>k. <i>Securities</i>; or</li> <li>l. <i>Telecom Charges</i>.</li> </ol> </li> <li>2. Other than <i>Accounting Costs</i>, does not include amounts: <ol style="list-style-type: none"> <li>a. to establish <i>First Party Loss</i>; or</li> <li>b. to prepare the <i>Insured Entity's</i> Proof of Loss.</li> </ol> </li> </ol>
<i>Funds Transfer Fraud.</i>	<ol style="list-style-type: none"> <li>1. Means a fraudulent instruction that: <ol style="list-style-type: none"> <li>a. is electronically sent to a financial institution that is not an <i>Insured</i>, at which the <i>Insured Entity</i> maintains an account;</li> <li>b. directs the transfer, payment, or delivery of <i>Money</i> or <i>Securities</i> from the <i>Insured Entity's</i> account;</li> <li>c. is purportedly sent by the <i>Insured Entity</i>;</li> <li>d. is sent by someone, other than an <i>Insured</i>; and</li> <li>e. is sent without the <i>Insured Entity's</i> knowledge or consent.</li> </ol> </li> <li>2. Does not include <i>Social Engineering Fraud</i>.</li> </ol>
<i>Impacted Parties.</i>	<p>Means the persons or entities whose <i>Confidential Information</i> was, or is suspected to have been, stolen or lost, or accessed or disclosed without authorization.</p>
<i>Income Loss.</i>	<ol style="list-style-type: none"> <li>1. Means pretax net profit the <i>Insured Entity</i> did not earn, and net loss the <i>Insured Entity</i> incurred, because of a <i>First Party Event</i>. Continuing normal and necessary operating expenses and payroll are part of the pretax net profit or net loss calculation.</li> <li>2. Does not include: <ol style="list-style-type: none"> <li>a. <i>Extra Expense</i>;</li> <li>b. contractual penalties;</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>c. costs incurred to replace or improve a <i>Computer System</i> to a level of functionality beyond what existed prior to the <i>First Party Event</i>;</li> <li>d. costs incurred to identify or remediate computer system errors or vulnerabilities;</li> <li>e. interest or investment income; or</li> <li>f. loss incurred due to unfavorable business conditions not related to the <i>First Party Event</i>.</li> </ul>
<i>Independent Contractor.</i>	Means a natural person, other than an <i>Employee</i> , while performing services for the <i>Insured Entity</i> under a written agreement.
<i>Insured.</i>	Means: <ul style="list-style-type: none"> <li>1. <i>Insured Persons</i>;</li> <li>2. <i>Insured Entities</i>; or</li> <li>3. for the Liability Insuring Agreements only, also includes <i>Additional Insureds</i>.</li> </ul>
<i>Insured Entity.</i>	Means: <ul style="list-style-type: none"> <li>1. the Named Insured; or</li> <li>2. <i>Subsidiaries</i>.</li> </ul>
<i>Insured Person.</i>	Means: <ul style="list-style-type: none"> <li>1. <i>Employees</i>;</li> <li>2. natural persons while:               <ul style="list-style-type: none"> <li>a. officers;</li> <li>b. partners;</li> <li>c. the sole proprietor;</li> <li>d. in-house general counsel; or</li> <li>e. members of a board of directors, trustees, or governors, of the <i>Insured Entity</i>; or</li> </ul> </li> <li>3. for the Liability Insuring Agreements only, also includes <i>Independent Contractors</i>.</li> </ul>
<i>IT Provider.</i>	Means an entity while under a written agreement with the <i>Insured Entity</i> to provide it with: <ul style="list-style-type: none"> <li>1. hosted computer application services;</li> <li>2. cloud services or computing;</li> <li>3. electronic data hosting, back-up, storage, and processing;</li> <li>4. co-location services;</li> <li>5. platform-as-a-service; or</li> <li>6. software-as-a-service.</li> </ul>
<i>IT Provider Breach.</i>	Means: <ul style="list-style-type: none"> <li>1. unauthorized access to;</li> <li>2. use of authorized access to cause intentional harm to;</li> <li>3. a denial-of-service attack against; or</li> <li>4. the introduction of a <i>Virus</i> into, an <i>IT Provider's</i> computer system, resulting in total or partial interruption.</li> </ul>
<i>Loss.</i>	<ul style="list-style-type: none"> <li>1. Means:               <ul style="list-style-type: none"> <li>a. <i>Defense Costs</i>;</li> <li>b. damages, judgments, settlements, or prejudgment or postjudgment interest, that an <i>Insured</i> is legally obligated to pay as a result of a <i>Claim</i>, including:                   <ul style="list-style-type: none"> <li>i. court awarded legal fees; and</li> </ul> </li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>ii. punitive or exemplary damages, or the multiple portion of a multiplied damage award, to the extent insurable under the most favorable applicable law;</li> <li>c. <i>Payment Card Contract Penalties</i>;</li> <li>d. for the Regulatory Proceedings Insuring Agreement, means <i>Regulatory Costs</i>; or</li> <li>e. for <i>First Party Insuring Agreements</i>, means <i>First Party Loss</i>.</li> </ul>
	2. <i>Loss</i> does not include voluntary payments made by the <i>Insured</i> with respect to a <i>Claim</i> .
	3. <i>Loss</i> , other than <i>Defense Costs</i> , does not include: <ul style="list-style-type: none"> <li>a. civil or criminal fines, penalties, sanctions, or taxes, except for: <ul style="list-style-type: none"> <li>i. <i>Payment Card Contract Penalties</i>; or</li> <li>ii. <i>Regulatory Costs</i>;</li> </ul> </li> <li>b. amounts uninsurable under applicable law;</li> <li>c. restitution, return, or disgorgement of any profits;</li> <li>d. liquidated damages in excess of the amount for which the <i>Insured</i> would be liable absent the liquidated damages provision of a contract; or</li> <li>e. the cost of complying with injunctive or nonmonetary relief.</li> </ul>
<i>Media Act.</i>	Means, in <i>Covered Material</i> : <ul style="list-style-type: none"> <li>1. the unauthorized use of copyright, title, slogan, trademark, trade dress, service mark, domain name, logo, or service name;</li> <li>2. the unauthorized use of a literary or artistic format, character, or performance;</li> <li>3. a violation of an individual's right of privacy or publicity;</li> <li>4. defamation, libel, slander, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or entity;</li> <li>5. the misappropriation of ideas under an implied contract;</li> <li>6. improper deep-linking or framing; or</li> <li>7. unfair competition, when alleged in connection with 1 through 6.</li> </ul>
<i>Merchant Service Agreement.</i>	Means a contract between the <i>Insured Entity</i> and an acquiring bank, or other acquiring institution, that establishes the terms and conditions for accepting and processing payment card transactions.
<i>Money.</i>	<ul style="list-style-type: none"> <li>1. Means: <ul style="list-style-type: none"> <li>a. currency, coins, or bank notes in circulation;</li> <li>b. bullion;</li> <li>c. <i>Virtual Currency</i>;</li> <li>d. traveler's checks;</li> <li>e. certified or cashier's checks; or</li> <li>f. money orders.</li> </ul> </li> <li>2. Does not include <i>Securities</i>.</li> </ul>
<i>Notification.</i>	Means written notice to <i>Impacted Parties</i> about a <i>Privacy Breach</i> or <i>Security Breach</i> . Multiple <i>Notifications</i> about the same <i>Privacy Breach</i> or <i>Security Breach</i> are deemed one <i>Notification</i> .
<i>Optional ERP.</i>	Means an extended reporting period for the time shown in the Optional ERP Endorsement starting on the effective date this Coverage is: <ul style="list-style-type: none"> <li>1. canceled; or</li> <li>2. not renewed.</li> </ul>
<i>Other Property.</i>	Means tangible property, other than <i>Money</i> or <i>Securities</i> that has intrinsic value.
<i>Payment Card Contract Penalties.</i>	Means fines, penalties, or assessments imposed under a <i>Merchant Service Agreement</i> against an <i>Insured Entity</i> for noncompliance with <i>Payment Card Security Standards</i> .

<i>Payment Card Security Standards.</i>	Means the Payment Card Industry Data Security Standard (PCI-DSS), or similar standard, to which the <i>Insured Entity</i> has agreed in a <i>Merchant Service Agreement</i> .
<i>Period Of Indemnity.</i>	Means the Period Of Indemnity shown in the CyberRisk Declarations. It begins on the earlier of the date of the first: <ol style="list-style-type: none"> <li>1. <i>Notification</i>; or</li> <li>2. <i>Adverse Media Report</i>, whichever is earlier.</li> </ol>
<i>Period Of Restoration.</i>	Means the period of time that begins after the <i>Wait Period</i> ends, and ends on the earlier of: <ol style="list-style-type: none"> <li>1. the expiration of the Period Of Restoration shown in the CyberRisk Declarations; or</li> <li>2. when the <i>Insured Entity's</i> business operations have been restored for a consecutive 24-hour period to the level of operation that existed immediately before the <i>First Party Event</i>.</li> </ol>
<i>Policy Period.</i>	Means the Policy Period shown in the Declarations, which is subject to the cancelation of this Policy.
<i>Pollutant.</i>	Means a solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
<i>Potential Claim.</i>	Means conduct or circumstances that could reasonably be expected to give rise to a <i>Claim</i> .
<i>Privacy And Security Act.</i>	Means: <ol style="list-style-type: none"> <li>1. the failure to prevent a <i>Privacy Breach</i>;</li> <li>2. the failure to destroy <i>Confidential Information</i>;</li> <li>3. a violation of law, when alleged in connection with 1 or 2;</li> <li>4. the failure to provide <i>Notification</i> required by law;</li> <li>5. the failure to comply with a <i>Privacy Policy</i>;</li> <li>6. the unauthorized, unlawful, or wrongful collection of <i>Confidential Information</i>; or</li> <li>7. the failure to prevent a <i>Security Breach</i>, directly resulting in the: <ol style="list-style-type: none"> <li>a. alteration or deletion of <i>Confidential Information</i>;</li> <li>b. transmission of a <i>Virus</i> into a computer or network system that is not a <i>Computer System</i>;</li> <li>c. participation in a denial-of-service attack directed against a computer or network system that is not a <i>Computer System</i>; or</li> <li>d. failure to provide an authorized user with access to a <i>Computer System</i>.</li> </ol> </li> </ol>
<i>Privacy Breach.</i>	Means the loss or theft of, or unauthorized access to or disclosure of, <i>Confidential Information</i> .
<i>Privacy Breach Notification Costs.</i>	Means reasonable costs or fees incurred or paid by an <i>Insured Entity</i> , voluntarily or as required by agreement or law, for: <ol style="list-style-type: none"> <li>1. printing and delivering notice to;</li> <li>2. providing credit or identity monitoring for up to 24 months, or longer where required by law, to;</li> <li>3. call center services for;</li> <li>4. the costs to purchase an identity fraud insurance policy to benefit natural persons who are; or</li> <li>5. with the Insurer's prior written consent, other services to mitigate <i>Loss</i> or provide notice to, <i>Impacted Parties</i>, if recommended and provided by an <i>Approved Provider</i>.</li> </ol>
<i>Privacy Policy.</i>	Means the <i>Insured Entity's</i> publicly available written policies or procedures regarding <i>Confidential Information</i> .

<i>Public Relations Costs.</i>	Means reasonable costs or fees for public relations services recommended and provided by an <i>Approved Provider</i> to mitigate or prevent negative publicity.
<i>Ransom.</i>	<ol style="list-style-type: none"> <li>Means: <ol style="list-style-type: none"> <li><i>Money</i>;</li> <li><i>Securities</i>; or</li> <li>the fair market value of property or services, paid or surrendered by, or on behalf of, the <i>Insured</i>.</li> </ol> </li> <li>Will be valued as of the date paid or surrendered.</li> </ol>
<i>Regulatory Costs.</i>	<p>Means:</p> <ol style="list-style-type: none"> <li>civil money fines;</li> <li>civil penalties; or</li> <li>amounts deposited in a consumer redress fund, imposed in a <i>Regulatory Proceeding</i>, to the extent insurable under the most favorable applicable law.</li> </ol>
<i>Regulatory Proceeding.</i>	Means an administrative or regulatory proceeding, or a civil investigative demand, brought by a domestic or foreign governmental entity.
<i>Reputation Harm.</i>	<p>Means damage to the <i>Insured Entity's</i> reputation incurred during the <i>Period Of Indemnity</i> that results in <i>Income Loss</i>, other than the value of:</p> <ol style="list-style-type: none"> <li>coupons;</li> <li>price discounts;</li> <li>prizes;</li> <li>awards; or</li> <li>consideration given by the <i>Insured</i> in excess of the contracted or expected amount.</li> </ol>
<i>Restoration Costs.</i>	<ol style="list-style-type: none"> <li>Means the reasonable amounts incurred or paid by the <i>Insured</i>, with the Insurer's prior written consent: <ol style="list-style-type: none"> <li>to restore or recover damaged or destroyed computer programs, software, or electronic data stored within a <i>Computer System</i>, to its condition immediately before a <i>Security Breach</i>; or</li> <li>to determine that such computer programs, software, or electronic data cannot reasonably be restored or recovered.</li> </ol> </li> <li>Does not include: <ol style="list-style-type: none"> <li>costs to recover or replace computer programs, software, or electronic data that the <i>Insured</i> did not have a license to use;</li> <li>costs to design, update, or improve the operation of computer programs or software;</li> <li>costs to recreate work product, research, or analysis; or</li> <li>wages, benefits, or overhead of the <i>Insured</i>.</li> </ol> </li> </ol>
<i>Run-Off Period.</i>	Means the period starting on the date of the <i>Change Of Control</i> to the end of the <i>Policy Period</i> .
<i>Securities.</i>	Means written agreements representing <i>Money</i> or property, other than <i>Virtual Currency</i> .
<i>Security Breach.</i>	<p>Means:</p> <ol style="list-style-type: none"> <li>the unauthorized access to;</li> <li>the use of authorized access to cause intentional harm to;</li> <li>a denial-of-service attack against; or</li> <li>the introduction of a <i>Virus</i> into, a <i>Computer System</i>.</li> </ol>

<i>Social Engineering Fraud.</i>	Means intentionally misleading an <i>Insured Person</i> , by providing an instruction that: <ol style="list-style-type: none"> <li>1. is not made by an <i>Insured</i>;</li> <li>2. is purportedly from a <i>Vendor, Client, or Insured Person</i>;</li> <li>3. directs the <i>Insured Person</i> to transfer, pay, or deliver <i>Money or Securities</i>;</li> <li>4. contains a misrepresentation of material fact; and</li> <li>5. is relied upon by the <i>Insured Person</i>, believing the material fact to be true.</li> </ol>
<i>Subsidiary.</i>	Means: <ol style="list-style-type: none"> <li>1. an entity while the Named Insured owns more than 50% of the outstanding securities or voting rights representing the right to select the entity's board of directors, or functional equivalent;</li> <li>2. a nonprofit entity while the Named Insured exercises management control over such entity; or</li> <li>3. an entity while the Named Insured owns exactly 50%, as a joint venture, and while an <i>Insured Entity</i> controls the entity's management and operations under a written agreement.</li> </ol>
<i>System Failure.</i>	Means an accidental, unintentional, and unplanned total or partial interruption of a <i>Computer System</i> , not caused by: <ol style="list-style-type: none"> <li>1. a <i>Security Breach</i>; or</li> <li>2. a total or partial interruption of a third party computer system or network.</li> </ol>
<i>Telecom Charges.</i>	Means amounts charged to the <i>Insured Entity</i> for telephone services by its telephone service provider.
<i>Telecom Fraud.</i>	Means the unauthorized access to, or use of, the <i>Insured Entity's</i> telephone system by a person or entity other than an <i>Insured Person</i> .
<i>Vendor.</i>	Means a person or entity that provides goods or services to the <i>Insured Entity</i> under an agreement.
<i>Virtual Currency.</i>	<ol style="list-style-type: none"> <li>1. Means a publicly available digital or electronic medium of exchange used and accepted as a means of payment.</li> <li>2. Does not include: <ol style="list-style-type: none"> <li>a. coupons;</li> <li>b. discounts;</li> <li>c. gift cards;</li> <li>d. rebates;</li> <li>e. reward points; or</li> <li>f. similar mediums of exchange.</li> </ol> </li> </ol>
<i>Virus.</i>	Means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.
<i>Wait Period.</i>	Means the Wait Period shown in the CyberRisk Declarations. It begins when a total or partial interruption to an <i>Insured Entity's</i> business operations is caused by a <i>First Party Event</i> . A separate <i>Wait Period</i> applies to each unrelated <i>First Party Event</i> .
<i>Wrongful Act.</i>	<ol style="list-style-type: none"> <li>1. Means any: <ol style="list-style-type: none"> <li>a. <i>Media Act</i>; or</li> <li>b. <i>Privacy And Security Act</i>.</li> </ol> </li> <li>2. All <i>Wrongful Acts</i> that share a common: <ol style="list-style-type: none"> <li>a. nexus;</li> <li>b. set of facts;</li> <li>c. circumstance;</li> </ol> </li> </ol>

- d. situation;
  - e. event; or
  - f. decision,
- are deemed a single *Wrongful Act* that occurred at the time the first such *Wrongful Act* occurred.

## Exclusions

<b>Assumed Liability.</b>	<ol style="list-style-type: none"> <li>The Insurer will not pay <i>Loss</i> arising out of liability assumed by an <i>Insured</i>.</li> <li>This does not apply: <ol style="list-style-type: none"> <li>when the <i>Insured</i> would have been liable in the absence of such assumption of liability;</li> <li>to a <i>Claim for Payment Card Contract Penalties</i>;</li> <li>to <i>Privacy Breach Notification Costs</i>; or</li> <li>to any privacy or confidentiality obligation that the <i>Insured</i> has agreed to under a <i>Privacy Policy</i> or nondisclosure agreement.</li> </ol> </li> </ol>
<b>Bodily Injury.</b>	<ol style="list-style-type: none"> <li>The Insurer will not pay <i>Loss</i> for: <ol style="list-style-type: none"> <li>bodily injury;</li> <li>sickness;</li> <li>disease;</li> <li>death; or</li> <li>loss of consortium.</li> </ol> </li> <li>This does not apply to: <ol style="list-style-type: none"> <li>emotional distress;</li> <li>mental anguish;</li> <li>humiliation; or</li> <li>loss of reputation.</li> </ol> </li> </ol>
<b>Conduct.</b>	<ol style="list-style-type: none"> <li>The Insurer will not pay <i>Loss</i> arising out of an <i>Insured's</i>: <ol style="list-style-type: none"> <li>intentionally dishonest or fraudulent act or omission; or</li> <li>willful violation of law or regulation.</li> </ol> </li> <li>This does not apply to: <ol style="list-style-type: none"> <li><i>Defense Costs</i>; or</li> <li><i>Loss</i> other than <i>Defense Costs</i>, unless a final nonappealable adjudication in the underlying action establishes such conduct occurred.</li> </ol> </li> <li>In applying this exclusion, knowledge or conduct of an <i>Insured</i> will not be imputed to another <i>Insured</i>, except that knowledge or conduct of an <i>Executive Officer</i> will be imputed to the <i>Insured Entity</i>.</li> </ol>
<b>Cyber Crime.</b>	<p>The Cyber Crime Insuring Agreements do not apply to:</p> <ol style="list-style-type: none"> <li>indirect or consequential loss;</li> <li>potential income, including interest and dividends, not realized by an <i>Insured</i> or <i>Client</i>;</li> <li>loss of confidential information;</li> <li>loss of intellectual property;</li> <li>loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, or other cards;</li> <li>loss resulting from a fraudulent instruction, if the sender or anyone acting in collusion with the sender, ever had authorized access to the <i>Insured's</i> password, PIN, or other security code;</li> <li>amounts the <i>Insured</i> incurs without a legal obligation to do so;</li> </ol>



	<ol style="list-style-type: none"> <li>loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud Insuring Agreement;</li> <li>loss resulting from the failure of any party to perform under any contract; or</li> <li>loss due to any nonpayment of, or default upon, any loan, extension of credit, or similar promise to pay.</li> </ol>
<b>Government Action.</b>	<p>The Insurer will not pay <i>Loss</i> arising out of:</p> <ol style="list-style-type: none"> <li>seizure;</li> <li>confiscation;</li> <li>nationalization;</li> <li>requisition; or</li> <li>destruction of property,</li> </ol> <p>by or under the order of domestic or foreign government authority.</p>
<b>Infrastructure.</b>	<p>The Insurer will not pay <i>Loss</i> arising out of a total or partial interruption or failure of any:</p> <ol style="list-style-type: none"> <li>satellite;</li> <li>electrical or mechanical system;</li> <li>electric, gas, water, or other utility;</li> <li>cable, telecommunications, or Internet service provider; or</li> <li>other infrastructure,</li> </ol> <p>except when such is under the <i>Insured's</i> control.</p>
<b>Insured vs. Insured.</b>	<ol style="list-style-type: none"> <li>The Insurer will not pay <i>Loss</i> for a <i>Claim</i> brought by or on behalf of: <ol style="list-style-type: none"> <li>an <i>Insured</i>; or</li> <li>an entity that, at the time the <i>Wrongful Act</i> occurs, or the date the <i>Claim</i> is made: <ol style="list-style-type: none"> <li>is owned, operated, or controlled by any <i>Insured</i>; or</li> <li>owns, operates, or controls any <i>Insured</i>.</li> </ol> </li> </ol> </li> <li>This does not apply to a <i>Claim</i>: <ol style="list-style-type: none"> <li>by an <i>Insured Person</i> for contribution or indemnity, if resulting from another covered <i>Claim</i>; or</li> <li>by or on behalf of an <i>Insured Person</i> or <i>Additional Insured</i> who did not commit or participate in the <i>Wrongful Act</i>.</li> </ol> </li> </ol>
<b>Intellectual Property.</b>	<p>The Insurer will not pay <i>Loss</i> arising out of an <i>Insured's</i> misappropriation, infringement, or violation of:</p> <ol style="list-style-type: none"> <li>copyrighted software;</li> <li>patent rights or laws; or</li> <li>trade secret rights or laws.</li> </ol>
<b>Labor Disputes.</b>	<p>The Insurer will not pay <i>Loss</i> under the Business Loss Insuring Agreements arising out of labor disputes.</p>
<b>Licensing And Royalties.</b>	<p>The Insurer will not pay <i>Loss</i> arising out of any obligation to pay licensing fees or royalties.</p>
<b>Ownership Rights.</b>	<p>The Insurer will not pay <i>Loss</i> for a <i>Claim</i> by, or on behalf of, an independent contractor, joint venturer, or venture partner arising out of disputes over ownership rights in <i>Covered Material</i>.</p>
<b>Physical Peril.</b>	<p>The Insurer will not pay <i>Loss</i> arising out of:</p> <ol style="list-style-type: none"> <li>fire, smoke, or explosion;</li> <li>lightning, wind, rain, or hail;</li> </ol>

	<ol style="list-style-type: none"><li>3. surface water, waves, flood, or overflow of any body of water;</li><li>4. earthquake, earth movement, or earth sinking;</li><li>5. mudslide, landslide, erosion, or volcanic eruption;</li><li>6. collapse, wear and tear, rust, corrosion, or deterioration;</li><li>7. magnetic or electromagnetic fields;</li><li>8. extremes of temperature or humidity; or</li><li>9. any similar physical event or peril.</li></ol>
<b>Pollution.</b>	<p>The Insurer will not pay <i>Loss</i> arising out of:</p> <ol style="list-style-type: none"><li>1. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of a <i>Pollutant</i>;</li><li>2. a request, demand, order, or statutory, or regulatory requirement that an <i>Insured</i> or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess, the effects of, a <i>Pollutant</i>; or</li><li>3. testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, a <i>Pollutant</i>.</li></ol>
<b>Prior Acts.</b>	<p>The Insurer will not pay <i>Loss</i> arising out of a <i>Wrongful Act</i> that occurs prior to the Retro Date shown in the CyberRisk Declarations.</p>
<b>Prior Matters.</b>	<p>The Insurer will not pay <i>Loss</i> arising out of any fact, circumstance, situation, event, or <i>Wrongful Act</i>:</p> <ol style="list-style-type: none"><li>1. that is, or reasonably would be regarded as, the basis for a <i>Claim</i> under the Liability Insuring Agreements about which any <i>Executive Officer</i> had knowledge prior to the Knowledge Date shown in the CyberRisk Declarations;</li><li>2. that, prior to the Inception date shown in the Declarations, was the subject of any notice of claim, or circumstance, given by or on behalf of any <i>Insured</i> and accepted under any policy of insurance that this Coverage directly renews, replaces, or succeeds in time; or</li><li>3. previously alleged in a civil, criminal, administrative, or regulatory proceeding against any <i>Insured</i> prior to the P&amp;P Date shown in the CyberRisk Declarations.</li></ol>
<b>Property Damage.</b>	<ol style="list-style-type: none"><li>1. The Insurer will not pay <i>Loss</i> under the Liability or Breach Response Insuring Agreements for the:<ol style="list-style-type: none"><li>a. damage to;</li><li>b. destruction of;</li><li>c. loss of; or</li><li>d. loss of use of,</li></ol>any tangible property.</li><li>2. The Insurer will not pay <i>Loss</i> under the Cyber Crime or Business Loss Insuring Agreements arising out of the:<ol style="list-style-type: none"><li>a. damage to;</li><li>b. destruction of;</li><li>c. loss of; or</li><li>d. loss of use of,</li></ol>any tangible property, other than loss of <i>Other Property</i> covered under the Computer Fraud Insuring Agreement.</li></ol>
<b>Securities Laws.</b>	<p>The Insurer will not pay <i>Loss</i> arising out of:</p> <ol style="list-style-type: none"><li>1. a violation of a securities law or regulation; or</li><li>2. except under the Cyber Crime Insuring Agreements:<ol style="list-style-type: none"><li>a. the ownership of;</li><li>b. the sale or purchase of; or</li><li>c. the offer to sell or purchase,</li></ol>stock or other securities.</li></ol>

<b>Unlawful Collection.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will not pay <i>Loss</i> arising out of the collection of <i>Confidential Information</i> in violation of law.</li> <li>2. This does not apply to <i>Defense Costs</i>.</li> </ol>
<b>Unsolicited Communications.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will not pay <i>Loss</i> arising out of a violation of a law that restricts or prohibits unsolicited communications.</li> <li>2. This does not apply to a <i>Security Breach</i> under the Breach Response Insuring Agreements.</li> </ol>
<b>War.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will not pay <i>Loss</i> arising out of: <ol style="list-style-type: none"> <li>a. war, including undeclared or civil war;</li> <li>b. warlike action, including action in hindering or defending against an actual or expected attack, by any government, military force, sovereign, or other authority using military personnel or other agents; or</li> <li>c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.</li> </ol> </li> <li>2. This does not apply to an actual or threatened attack against a <i>Computer System</i> with intent to cause harm, or further social, ideological, religious, political, or similar objectives, except when in support of 1a through 1c.</li> </ol>

## Limits And Retentions

<b>Limits Of Insurance.</b>	<ol style="list-style-type: none"> <li>1. The most the Insurer will pay for all <i>Loss</i> is the CyberRisk Aggregate Limit shown in the CyberRisk Declarations.</li> <li>2. The most the Insurer will pay for all <i>Loss</i> under an Insuring Agreement is the applicable Limit for such Insuring Agreement shown in the CyberRisk Declarations; but: <ol style="list-style-type: none"> <li>a. The most the Insurer will pay for all <i>Payment Card Contract Penalties</i> is the Payment Card Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Privacy And Security Limit.</li> <li>b. The most the Insurer will pay for all <i>Business Interruption Loss</i> that results from a <i>System Failure</i> is the System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Business Interruption Limit.</li> <li>c. Payment of <i>Loss</i> under the Dependent Business Interruption Insuring Agreement and Reputation Harm Insuring Agreement is within and will reduce, the remaining Business Interruption Limit.</li> <li>d. The most the Insurer will pay for all <i>Accounting Costs</i> is the Accounting Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Limit for the applicable Business Loss Insuring Agreement.</li> <li>e. If a Betterment Coparticipation percentage is shown in the CyberRisk Declarations, such percentage of <i>Betterment Costs</i> will be paid by the <i>Insured</i>. The Insurer will pay the remaining <i>Betterment Costs</i>, up to the Betterment Limit shown in the CyberRisk Declarations.</li> </ol> </li> <li>3. The most the Insurer will pay for all <i>Loss</i> with respect to an <i>Additional Insured</i> is the limit agreed to in the agreement between such <i>Additional Insured</i> and the <i>Insured Entity</i>, or the applicable Limit shown in the CyberRisk Declarations, whichever is less.</li> <li>4. If the CyberRisk Declarations indicates that a Shared Limit applies, the most the Insurer will pay under all Shared Coverages is the Shared Limit shown in the Shared Limit Declarations.</li> <li>5. Once the CyberRisk Aggregate Limit or Shared Limit is exhausted, the premium is fully earned, and all obligations of the Insurer, including any duty to defend, will cease.</li> </ol>
<b>Retention.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will only pay <i>Loss</i> once the applicable Retention shown in the CyberRisk Declarations has been paid by the <i>Insured</i>.</li> <li>2. Except for the Betterment Insuring Agreement, if multiple Retentions apply to:</li> </ol>

- a. a *Claim*;
  - b. a *First Party Event*; or
  - c. *Claims* and *First Party Events* that share a common nexus, set of facts, circumstance, situation, event, or decision,

the *Insured* will not pay more than the amount of the largest applicable Retention.
3. The *Insured Person* is deemed indemnified by the *Insured Entity* to the extent permitted or required by law, written agreement, or the by-laws of the *Insured Entity*. For the Liability Insuring Agreements, no Retention will apply to an *Insured Person* if indemnification by the *Insured Entity* is:
  - a. not permitted by law; or
  - b. not possible due to the financial insolvency of such *Insured Entity*.
4. The Insurer may pay any amount of Retention. In such event, the *Insured* agrees to repay the Insurer such amounts.

## Other Conditions

<b>Allocation.</b>	<ol style="list-style-type: none"> <li>1. Subject to Other Conditions, Settlement, if an <i>Insured</i> incurs:           <ol style="list-style-type: none"> <li>a. <i>Loss</i> jointly with others who are not covered for a <i>Claim</i>; or</li> <li>b. <i>Loss</i> covered and loss not covered by this Coverage because a <i>Claim</i> includes both covered and uncovered matters,</li> </ol> <p>then the <i>Insured</i> and the Insurer will use their best efforts to allocate such amount between covered <i>Loss</i> and uncovered loss based upon the relative legal and financial exposures of the parties to covered and uncovered matters.</p> </li> <li>2. If the CyberRisk Declarations shows that the Insurer has the duty to defend <i>Claims</i>, all <i>Defense Costs</i> will be allocated to covered <i>Loss</i>.</li> </ol>
<b>Cancellation And Nonrenewal.</b>	<ol style="list-style-type: none"> <li>1. The Insurer will cancel this Coverage only if premium is not paid when due. If nonpayment occurs, the Insurer will give at least 20 days written notice of cancellation to the Named Insured. Unless payment is received when due, this Coverage will be canceled.</li> <li>2. The Named Insured may cancel any part of this Coverage by giving advanced written notice to the Insurer, stating when such cancellation will be effective.</li> <li>3. If any part of this Coverage is canceled, the Insurer will refund the unearned premium on a pro rata basis.</li> <li>4. The Insurer is not required to renew this Coverage upon its expiration. If the Insurer elects not to renew, it will provide the Named Insured written notice to that effect at least 60 days before the Expiration date shown in the Declarations.</li> </ol>
<b>Change Of Structure.</b>	<ol style="list-style-type: none"> <li>1. Under the Liability and Breach Response Insuring Agreements, if a <i>Change Of Control</i> occurs during the <i>Policy Period</i>, the coverage will continue for the <i>Run-Off Period</i>.</li> <li>2. Coverage during the <i>Run-Off Period</i> is only for <i>Wrongful Acts</i> or <i>First Party Events</i> occurring before such <i>Change Of Control</i>.</li> <li>3. Under the Cyber Crime and Business Loss Insuring Agreements, if an entity ceases to be an <i>Insured Entity</i> during the <i>Policy Period</i>, <i>First Party Loss</i> is only covered if:           <ol style="list-style-type: none"> <li>a. such <i>First Party Loss</i> is sustained; and</li> <li>b. the applicable <i>First Party Event</i> is <i>Discovered</i>, prior to the time such entity ceased to be an <i>Insured Entity</i>.</li> </ol> </li> <li>4. The Named Insured may request to extend the time of the <i>Run-Off Period</i>.</li> </ol>
<b>Claim Defense.</b>	<ol style="list-style-type: none"> <li>1. If the CyberRisk Declarations shows that the Insurer has the duty to defend <i>Claims</i>, the Insurer:           <ol style="list-style-type: none"> <li>a. has the right and duty to defend covered <i>Claims</i>, even if groundless or false;</li> <li>b. has the right to select defense counsel for such <i>Claims</i>; and</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>c. has no duty to defend, or to continue to defend, <i>Claims</i> after the applicable Limit has been exhausted.</li> </ul>
	<ul style="list-style-type: none"> <li>2. If the CyberRisk Declarations shows that the Insurer does not have the duty to defend <i>Claims</i>: <ul style="list-style-type: none"> <li>a. the <i>Insured</i> has the duty to defend <i>Claims</i>;</li> <li>b. the Insurer has the right to participate in the selection of defense counsel;</li> <li>c. the Insurer has the right to participate in the investigation, defense, and settlement of such <i>Claims</i>;</li> <li>d. subject to the applicable Limit, the Insurer will reimburse the <i>Insured</i> for <i>Defense Costs</i>;</li> <li>e. upon written request, the Insurer will advance <i>Defense Costs</i>; and</li> <li>f. advanced <i>Defense Costs</i> will be repaid to the Insurer to the extent that the <i>Insured</i> is not entitled to such payment.</li> </ul> </li> <li>3. With respect to a <i>Claim</i>, the <i>Insured</i> will not, without the Insurer's prior written consent: <ul style="list-style-type: none"> <li>a. make an offer to settle, or settle, a <i>Claim</i>;</li> <li>b. admit liability; or</li> <li>c. except at the <i>Insured's</i> own cost, make a voluntary payment, pay or incur <i>Defense Costs</i> or other expense, or assume any obligation.</li> </ul> </li> </ul>
Cyber Crime And Business Loss Change.	<p>The Cyber Crime and Business Loss Insuring Agreements will end upon:</p> <ul style="list-style-type: none"> <li>1. a <i>Change Of Control</i>; or</li> <li>2. the voluntary liquidation or dissolution of the Named Insured.</li> </ul>
ERP –Automatic.	<ul style="list-style-type: none"> <li>1. The <i>Automatic ERP</i> applies without additional premium.</li> <li>2. <i>Claims</i> resulting from <i>Wrongful Acts</i> that occur prior to cancelation or nonrenewal can be made and reported to the Insurer during the <i>Automatic ERP</i>. Such <i>Claim</i> is deemed reported on the last day of the <i>Policy Period</i>.</li> <li>3. The most the Insurer will pay for <i>Loss</i> resulting from <i>Claims</i> reported during the <i>Automatic ERP</i> is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancelation or nonrenewal.</li> </ul>
ERP –Optional.	<ul style="list-style-type: none"> <li>1. The Named Insured may elect to purchase an <i>Optional ERP</i> shown in the CyberRisk Declarations for any reason other than nonpayment of premium. The <i>Optional ERP</i> will only take effect if: <ul style="list-style-type: none"> <li>a. the Insurer receives written notice of such election no later than 90 days after cancelation or nonrenewal; and</li> <li>b. the additional premium for the <i>Optional ERP</i> is paid when due.</li> </ul> </li> <li>2. <i>Claims</i> or <i>Potential Claims</i> resulting from <i>Wrongful Acts</i> that occur prior to cancelation or nonrenewal can be made and reported to the Insurer during the <i>Optional ERP</i>. Such <i>Claim</i> or <i>Potential Claim</i> is deemed reported on the last day of the <i>Policy Period</i>.</li> <li>3. For the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements, <i>First Party Loss</i> that results from a <i>First Party Event</i> occurring prior to cancelation or nonrenewal can be <i>Discovered</i> during the <i>Optional ERP</i>. Such <i>First Party Event</i> is deemed <i>Discovered</i> on the last day of the <i>Policy Period</i>.</li> <li>4. The premium due for the <i>Optional ERP</i> is shown in the CyberRisk Declarations. Such premium is fully earned at the start of the <i>Optional ERP</i>.</li> <li>5. The most the Insurer will pay for <i>Loss</i> resulting from <i>Claims</i> made, or <i>First Party Events Discovered</i>, during the <i>Optional ERP</i> is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancelation or nonrenewal.</li> <li>6. When the <i>Optional ERP</i> applies, it replaces the <i>Automatic ERP</i> and the Extended Discovery Period for the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements.</li> </ul>
Extended Discovery Period.	<ul style="list-style-type: none"> <li>1. For the <i>First Party Insuring Agreements</i>, the <i>Insured</i> has an extended period of time to <i>Discover</i> a <i>First Party Loss</i> arising out of a <i>First Party Event</i> that occurred prior to the effective date of cancelation. Such <i>First Party Event</i> will be deemed <i>Discovered</i> on the last day of the <i>Policy</i></li> </ul>

	<p><i>Period.</i> This period begins on the effective date such <i>First Party Insuring Agreement</i> is canceled. It ends on the earlier of:</p> <ol style="list-style-type: none"> <li>90 days; or</li> <li>the effective date of similar coverage purchased by the <i>Insured</i>, even if such insurance does not provide coverage for loss sustained prior to its effective date.</li> </ol> <p>2. When <i>Optional ERP</i> is purchased, it replaces the Extended Discovery Period for the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements.</p>
<b>Income Loss Appraisal.</b>	<p>If, after submission of the Proof of Loss, the Insurer and <i>Insured</i> do not agree on the amount of <i>Income Loss</i>, each party will select an appraiser. If the appraisers do not agree, they will select an umpire. Each appraiser will submit the amount of <i>Income Loss</i> to the umpire. Agreement by the umpire and at least one of the appraisers as to the amount of <i>Income Loss</i> is binding.</p> <p>Each party will:</p> <ol style="list-style-type: none"> <li>pay its own appraiser, except when covered as <i>Accounting Costs</i>, and</li> <li>share the fees and costs of the umpire equally.</li> </ol>
<b>Notice Of Claim.</b>	<ol style="list-style-type: none"> <li>If an <i>Insured</i> gives the Insurer written notice of a <i>Potential Claim</i> during the <i>Policy Period</i>, or any extended reporting period, then a <i>Claim</i> subsequently arising from such <i>Potential Claim</i> will be deemed made on the last day of the <i>Policy Period</i>. Such notice must include a description of the anticipated allegations of <i>Wrongful Acts</i>, potential damages, and the names of potential claimants and <i>Insureds</i> involved.</li> <li>Once an <i>Executive Officer</i> becomes aware that a <i>Claim</i> has been made, the <i>Insured</i> must give the Insurer written notice of such <i>Claim</i> as soon as practicable. If such <i>Claim</i> involves facts that are subject to a court order or law enforcement hold, the <i>Insured</i> must give the Insurer written notice of such <i>Claim</i> as soon as practicable once such order or hold is not in effect. Such notice must include a copy of the <i>Claim</i> or description of its particulars.</li> <li>All notices under this section must be sent to the Insurer at an address shown in the Declarations.</li> </ol>
<b>Notice Of First Party Event.</b>	<ol style="list-style-type: none"> <li>Upon the <i>Discovery</i> of a <i>First Party Event</i>, the <i>Insured</i> must give the Insurer written notice of the particulars of such event, as soon as practicable.</li> <li>If such <i>First Party Event</i> causes <i>First Party Loss</i> under the Cyber Crime or Business Loss Insuring Agreements in an amount more than 25% of the applicable Retention, the <i>Insured</i> must: <ol style="list-style-type: none"> <li>give the Insurer a detailed, sworn Proof of Loss within 120 days;</li> <li>submit to an examination Under Oath, and give the Insurer a signed statement of the <i>Insured's</i> answers; and</li> <li>notify law enforcement, if such <i>First Party Event</i> violates law.</li> </ol> </li> <li>Demands for payment of <i>First Party Loss</i> must be provided to the Insurer by the <i>Insured Entity</i>.</li> <li>All notices and demands must be sent to the Insurer at an address shown in the Declarations.</li> </ol>
<b>Other Insurance.</b>	<ol style="list-style-type: none"> <li>The Breach Response and Business Loss Insuring Agreements are primary insurance.</li> <li>The Liability and Cyber Crime Insuring Agreements are excess over, and will not contribute with, any other valid and collectible insurance available to the <i>Insured</i>. This applies even if such other insurance is stated to be primary, excess, or otherwise, unless such other insurance states by specific reference that it is excess over this Coverage.</li> </ol>
<b>Property Covered.</b>	<p>Coverage under the Cyber Crime Insuring Agreements is limited to property:</p> <ol style="list-style-type: none"> <li>the <i>Insured Entity</i>: <ol style="list-style-type: none"> <li>owns;</li> <li>leases; or</li> <li>holds for others; or</li> </ol> </li> <li>for which the <i>Insured Entity</i> is legally liable, except property located inside premises of the <i>Insured Entity's</i> client or such client's financial institution.</li> </ol>



<b>Recovery And Subrogation.</b>	<ol style="list-style-type: none"><li>1. The Insurer has no duty to recover amounts paid under this Coverage.</li><li>2. Amounts recovered from a third party, less costs incurred in obtaining such recovery, will be applied in this order:<ol style="list-style-type: none"><li>a. to the Insurer for any Retention it paid on behalf of an <i>Insured</i>;</li><li>b. to the <i>Insured</i> for <i>Loss</i> the Insurer did not pay because the applicable Limit was exhausted;</li><li>c. to the Insurer for <i>Loss</i> it paid;</li><li>d. to the <i>Insured</i> for any Retention it paid; and then</li><li>e. to the <i>Insured</i> for any uncovered loss it paid.</li></ol></li><li>3. Recoveries do not include amounts from insurance or reinsurance.</li><li>4. The Insurer is subrogated to, and the <i>Insured</i> must transfer to the Insurer, all of the <i>Insured's</i> rights of recovery against any person or organization for <i>Loss</i> the Insurer has paid under this Coverage. The <i>Insured</i> agrees to:<ol style="list-style-type: none"><li>a. execute and deliver instruments and papers;</li><li>b. do everything necessary to secure such rights; and</li><li>c. do nothing to impair or prejudice those rights.</li></ol></li><li>5. Subrogation will not apply if the <i>Insured</i>, prior to the date of a <i>Wrongful Act</i> or a <i>First Party Event</i>, waived its rights to recovery.</li><li>6. Any of the <i>Insured Entity's</i> property that the Insurer pays for becomes the Insurer's property.</li></ol>
<b>Related Claims.</b>	Multiple <i>Claims</i> arising out of the same <i>Wrongful Act</i> are a single <i>Claim</i> that is deemed first made on the date the earliest of such <i>Claims</i> is made, whether before or during the <i>Policy Period</i> .
<b>Representations.</b>	<ol style="list-style-type: none"><li>1. The Insurer has issued this coverage in reliance on the accuracy and completeness of the representations that the <i>Insured</i> made to the Insurer.</li><li>2. If any such representation is untrue, and:<ol style="list-style-type: none"><li>a. was material to the acceptance of the risk; and</li><li>b. is material to a covered <i>Loss</i>,</li></ol>then this coverage will not apply to such <i>Loss</i> with respect to:<ol style="list-style-type: none"><li>i. an <i>Insured Person</i> who knew; or</li><li>ii. an <i>Insured Entity</i>, if an <i>Executive Officer</i> knew,</li></ol>that such representation was untrue on the Inception date shown in the Declarations.</li></ol>
<b>Settlement.</b>	The Insurer may, with the written consent of the <i>Insured</i> , settle a <i>Claim</i> . If the Insurer and claimant agree to settle a <i>Claim</i> but the <i>Insured</i> withholds its consent, the <i>Insured</i> will be responsible for 20% of all: <ol style="list-style-type: none"><li>1. <i>Defense Costs</i> incurred after the date the <i>Insured</i> withheld its consent; and</li><li>2. <i>Loss</i>, other than <i>Defense Costs</i>, in excess of such settlement offer.</li></ol>
<b>Subsidiaries.</b>	If a <i>Subsidiary</i> is acquired or created by an <i>Insured Entity</i> during the <i>Policy Period</i> , and its revenues are: <ol style="list-style-type: none"><li>1. less than 35% of the total annual revenues of such <i>Insured Entity</i>, then it will be covered for <i>Wrongful Acts</i> or <i>First Party Events</i> that occur after its acquisition or creation; or</li><li>2. are at least 35% of the total annual revenues of such <i>Insured Entity</i>, then it will be covered for:<ol style="list-style-type: none"><li>a. <i>Wrongful Acts</i> that occur after its acquisition or creation, for <i>Claims</i> made; or</li><li>b. <i>First Party Events</i> that occur after its acquisition or creation and that are <i>Discovered</i> and reported,</li></ol>within 90 days of its acquisition or creation, or the end of the <i>Policy Period</i>, whichever is earlier. Additional coverage may be negotiated at the time of acquisition or creation.</li></ol>

<b>Suits Against The Insurer – Cyber Crime.</b>	<p>The <i>Insured Entity</i> may not bring any legal action against the Insurer involving a <i>First Party Event</i> covered under the Cyber Crime Insuring Agreements:</p> <ol style="list-style-type: none"> <li>1. until 60 days after the <i>Insured Entity</i> has filed Proof of Loss; and</li> <li>2. unless such legal action is commenced within two years from the date the <i>Insured Entity Discovers</i> the <i>First Party Event</i>.</li> </ol>
<b>Valuation Under First Party Insuring Agreements.</b>	<ol style="list-style-type: none"> <li>1. <i>Money</i>, except <i>Virtual Currency</i>, is valued in the U.S. dollar equivalent determined at the rate of exchange published by <u>The Wall Street Journal</u>: <ol style="list-style-type: none"> <li>a. for the Cyber Crime Insuring Agreements, on the date the <i>First Party Event</i> was <i>Discovered</i>; and</li> <li>b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of <i>First Party Loss</i>.</li> </ol> </li> <li>2. <i>Securities</i> are valued at market value as of the close of business on the date the <i>First Party Event</i> was <i>Discovered</i>; and at its discretion, the Insurer will: <ol style="list-style-type: none"> <li>a. pay the <i>Insured Entity</i> such value;</li> <li>b. replace such <i>Securities</i> in kind, in which case the <i>Insured Entity</i> must assign to the Insurer all rights, title, and interest in such <i>Securities</i>; or</li> <li>c. pay the cost of a Lost Securities Bond required when issuing duplicates of the <i>Securities</i>. Such Lost Securities Bond will have a penalty no more than the value of the <i>Securities</i> at the close of business on the date the <i>First Party Event</i> was <i>Discovered</i>.</li> </ol> </li> <li>3. <i>Virtual Currency</i> is valued in the U.S. dollar equivalent determined at the rate of exchange: <ol style="list-style-type: none"> <li>a. for the Cyber Crime Insuring Agreements, on the date the <i>First Party Event</i> was <i>Discovered</i>; and</li> <li>b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of <i>First Party Loss</i>.</li> </ol> </li> <li>4. <i>Other Property</i> is valued for the lesser of: <ol style="list-style-type: none"> <li>a. the actual cash value of the <i>Other Property</i> on the date the <i>First Party Event</i> was <i>Discovered</i>; or</li> <li>b. the cost to replace <i>Other Property</i> with comparable property, but only after such property is actually replaced.</li> </ol> </li> </ol>



There are three changes described below:

1. The following is added to **Cyber Crime Insuring Agreements**:

**Conviction Reward.** The Insurer will pay the *Insured Entity* for *Conviction Reward Costs* following a *First Party Event* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions**:

*Conviction Reward Costs.* Means the reasonable amount paid by the *Insured Entity*, with the Insurer's prior written consent, for information that leads to the arrest and conviction of a natural person responsible for a *First Party Event*.

3. The following is added to the **CyberRisk Declarations**:

	Limit	Retention
Conviction Reward:	\$25,000	0

There are three changes described below:

1. The following is added to **Definitions, Extra Expense**:

Includes such reasonable costs incurred by the *Insured Entity*, with the Insurer's written consent, to replace any *Bricked Equipment* with functionally equivalent equipment, if such *Bricked Equipment* is inoperable:

1. directly as a result of a *Security Breach*; and
2. if reasonable attempts to restore such *Bricked Equipment* fail.

Such costs may include newer versions or models of such *Bricked Equipment*.

2. The following is added to **Definitions**:

*Bricked Equipment*. Means any inoperable computer, input, output, processing, storage, or communication device:

1. owned by;
2. leased to;
3. licensed to; or
4. under the direct operational control of,

the *Insured Entity*, or an *Insured Person*, while authorized by, and transacting business on behalf of, the *Insured Entity*.

3. The following is added to **Exclusions, Property Damage 2**:

This does not apply to *Business Interruption Loss* resulting from the loss of use of a *Computer System*.

This endorsement changes the CyberRisk Coverage.

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There are ten changes described below:

1. The following is added to **Cyber Crime Insuring Agreements**:

**Vendor Or Client Payment Fraud.**

The Insurer will pay the *Insured Entity* for *Vendor Or Client Payment Fraud Loss* that arises out of a *Security Breach* that is discovered during the Policy Period.

2. The following is added to **Definitions**:

*Vendor Or Client Payment Fraud.* Means an instruction that intentionally misleads a *Vendor* or *Client*, when such instruction:

1. is not made by an *Insured*;
2. is purportedly from an *Insured*;
3. directs such *Vendor* to perform services or deliver goods, or such *Client* to deliver payment to, an unintended recipient;
4. contains a misrepresentation of material fact; and
5. is relied upon by such *Vendor* or *Client*, believing the material fact to be true.

*Vendor Or Client Payment Fraud Loss.* Means:

1. *Money* owed to the *Insured Entity* but not collected for services rendered or goods delivered to a *Client*, or
2. the amount the *Insured Entity* paid a *Vendor* for goods or services the *Insured Entity* did not receive; directly caused by *Vendor Or Client Payment Fraud*.

3. The following is added to **Definitions, Computer Fraud**:

Does not include *Vendor Or Client Payment Fraud*.

4. The following is added to **Definitions, First Party Event**:

Includes *Vendor Or Client Payment Fraud*.

5. The following is added to **Definitions, First Party Loss**:

Includes *Vendor Or Client Payment Fraud Loss*.

6. The following is added to **Definitions, Funds Transfer Fraud**:

Does not include *Vendor Or Client Payment Fraud*.

7. The following replaces **Exclusions, Cyber Crime, 8**:

loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud or the Vendor Or Client Payment Fraud Insuring Agreements.

8. The following is added to **Other Conditions, Property Covered**:

This does not apply to the Vendor Or Client Payment Fraud Insuring Agreement.

9. The following is added to **Other Conditions**:

**Property Covered – Vendor Or Client Payment Fraud**

Coverage under the Vendor Or Client Payment Fraud Insuring Agreement is limited to:

1. *Money* owed to the *Insured Entity* but not collected for services rendered or goods delivered to a *Client*, or
2. the amount the *Insured Entity* paid a *Vendor* for goods or services the *Insured Entity* did not receive.

10. The following is added to the Declarations:

Vendor Or Client Payment Fraud Limit  
\$100,000

Vendor Or Client Payment Fraud Retention  
\$5,000

# **NEW MILFORD PUBLIC SCHOOLS**

**Office of the Superintendent**

**50 East Street**

**New Milford, Connecticut 06776**

**(860) 355-8406 FAX (860) 210-4132**



**Mr. Jeff Turner**  
**Director of Technology**

TO: Alisha DiCorpo, Superintendent  
FROM: Jeff Turner, Director of Technology  
DATE: June 2, 2022  
SUBJECT: ECF Grant

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This memo is an update to the ECF (Emergency Connectivity Fund) memo I sent a few weeks ago.

On June 2, 2022, we were alerted by CDW that New Milford Public Schools were fully awarded the ECF grant of \$1.4 million dollars that included Chromebooks for students, Google licenses, bags for students to transport Chromebooks in and 3 year warranties. We will work with CDW once our funding letter arrives to take delivery of 3,425 new Lenovo Chromebooks to be dispersed during the 22-23 school year.

As you know from previous discussions, New Milford Public Schools will not be billed for any of the hardware as we are using a SPI method with CDW that enables New Milford Public Schools to receive the hardware with no monies being distributed by our school system. CDW will receive the funding letter and then bill the FCC for the cost of the machines.

All Chromebooks had to be under the \$499 price point and we will also receive Google licenses, bags and a 3 year warranty from CDW.

Now that we have been alerted that funding has been approved, I would like to take the capital improvement funding for Chromebooks and move it towards purchasing Smart Panels to replace the 10 year old Smart Boards (\$80,000) and (\$25,000) towards switches that we will need to assist Mr. Cunningham with security upgrades and use if/when we move to a cloud based voip phone system.

If you have any questions regarding the ECF grant and or the funding, please reach out and we can discuss.

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**Mr. Jeff Turner**  
**Director of Technology**

TO: Alisha DiCorpo, Superintendent  
FROM: Jeff Turner, Director of Technology  
DATE: June 1, 2022  
SUBJECT: Base Technology Copier Contract Update

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This memo is to update you on the progress of the Base Technology copier contract as of June 1, 2022.

Mr. Giovannone is in the final stages of working with legal to change a few items in the language of the 5-year contract for copiers for our district.

I have worked with Jamie Terry and Walker Merritt on placement of the new copiers and have sent all data needed to Base Technologies for implementation of said copiers and data for the use of the Papercut software that staff will use.

Ms. Emmons from Base Technology has a window of June 16-30, 2022 to bring in all copiers, set them up, test and then train anyone in the district during this time frame to use said machines.

The Technology department will communicate with staff during this time about use of the new copiers and write directions for both summer school staff as well as documentation for the start of the new school year. We will also have someone from Base Technology go to each school for a period of time when teachers arrive back for the 22-23 school year and have informal training of using their badges, logging in using an ID number or signing in with their login for their computers.

As you know, the copiers will have onboard technology to alert Base Technology when a machine needs to be repaired, when toner is down to 25% (so we don't run out and then have to order), and use Papercut software that will allow us to monitor usage to gauge needs of the schools.

Technology will update you once we have machines up and running in the district. If you have any questions regarding this, please feel free to reach out during our weekly meetings.



**TO:** ° ) # °  
**FROM:** Anthony J. Giovannone, Director of Fiscal Services and Operations  
**Date:** June 1, 2022  
**RE:** Excess Cost

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The Special Education Excess Cost grant reimburses school districts for the reasonable costs of special education for a student who lives in the district that exceed 4.5 times the district's average per pupil expenditures for the preceding year. The first of two payments was received during the month of February 2022.

On May 23, 2022 we received the 2nd payment for this fiscal year in the amount of \$332,506. Additionally we received an adjustment amount that increased our February amount received by another \$79,065. While not typical, this does occur from time to time. The breakout of all Excess Cost funds received for the current fiscal year is shown visually in the table below:

FEB 22 ORIGINAL REIMBURSEMENT	\$ 846,923.00
ADDITIONAL AMOUNT FOR FEB 22	\$ 79,065.00
MAY 2022 REIMBURSEMENT	\$ 332,506.00
<b>TOTAL</b>	<b>\$ 1,258,494.00</b>

This is a very volatile line each year as it offsets the equally volatile expense lines for both out of district placement tuition and transportation. Further, the budget for these corresponding lines is developed many months ahead of the actual start of any given fiscal year during which time the placements very often change or may be resolved via settlement. While this is a budget variance that is larger than expected, it is in our favor. This is reflected on the Budget Position attachment under the monthly reports.

Looking forward at the State level, there was discussion of this item in the last legislative session as to funding of all districts across the State. During the most recent session, language was passed modifying the Excess Cost grant payment and adding \$15.5 million to the account for next year in the State budget. This additional amount may not be enough to cover all the reimbursements that may be requested of the State next year. Essentially the language says if the appropriation is not sufficient to fully fund all costs in excess of the 4.5x then they will use the following tiers to determine payment when giving reimbursement back to districts:

- 76.25% - Districts ranked 150 to 169
- 73.00% - Districts ranked 59 to 149
- 70.00% - Districts ranked 1 to 58

*Sincerely,*

*Anthony J. Giovannone*  
*Director of Fiscal Services & Operations*



**TO: Ms. Alisha DiCorpo, Superintendent**  
**FROM: Anthony J. Giovannone, Director of Fiscal Services and Operations**  
**Date: June 1, 2022**  
**RE: Transportation Update**

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The following is an update since the last memo presented to the Operations Subcommittee during the month of April 2022.

### **Meetings and Correspondance**

- The formal letter from our legal representation to corporate sent on March 16, 2022 has not received a formal response.
- District staff continue to navigate any daily issues with the local New Milford depot and their Transportation Manager in order to inform students, families and staff of any daily exceptions.
- On June 1st after our meeting that included you as the Superintendent and our legal representative from Pullman and Comley, the Business Office sent an email to All-Star requesting a meeting after school ends, prior to June 30th in order to:
  - Finalize the "per day credit" for the late runs as we need to agree and resolve before June 30th.
  - Receive confirmation that All-Star will be able to service all of our Summer School needs for transportation.
  - Gather information on next year (last year of current contract) in regards to staffing levels, any consolidation or expansion of runs anticipated as well as the posting of the formal routes later this summer.

### **Status of Runs and Drivers**

- As of May 19, 2022 the three buses that had consistent late runs (8,16,51) have now returned to normal since All-Star on-boarded several new drivers.
- These drivers have filled prior gaps in prior coverage and do not constitute reserve drivers.
- Any "one off" daily late runs for the morning or the afternoon have decreased in frequency but still continued through the end of May 2022 as those new drivers are not reserve drivers.





### **Recruitment Update**

- All-Star has updated us of their recruiting efforts on both May 6 and May 24 that includes:
  - deployment of recruitment team that was present at the "GOAT Days" event at Young's Field.
  - increasing their employee referral bonus.
  - broadcasting of a radio advertisement.

### **Billing & Credits**

- We were not billed for buses that did not run from the start of the year due to those early consolidations.
- Our internal records of late or secondary runs were sent to All-Star on June 1st with a request of their log files in order to reconcile any/all days that had exceptions.
- Business Office staff will continue tracking any late buses or buses that had to run a secondary pick up or drop off schedule through the end of the school year.
- This will then be used to negotiate a credit from All-Star in the forthcoming meeting between June 14th and June 30th.
- This pending credit has **not** been factored into the fiscal year end projected balance.

### **Next Year**

- The current transportation contract for the district with All-Star Transportation continues into the 22/23 school year which is the final year of a 5 year contract.
- While we did budget additional funds in 22/23 school year to establish door to door transportation to the Agriscience program in Region 12 we are unable to offer it at this time as All-Star Transportation has informed us that they will not be able to provide door to door service for next year as of now.
- In turn we notified Region 12 that transportation to and from NMPS will continue with the drop off and pick up as it occurred this year into next year. The pick up and drop off will remain at the NMPS BOE Central Office at 50 East Street in New Milford and will continue to be serviced by All-Star Transportation in the 22/23 school year.
- If this changes in the future where we may be able to secure a 2nd vendor to perform this run as door to door and even possibly fill in for other daily runs within the district on an as needed basis, I will be sure to update everyone involved.

*Sincerely,*  
*Anthony J. Giovannone*  
*Director of Fiscal Services and Operations*