GROTON BOARD OF EDUCATION
SPECIAL MEETING
MONDAY, MARCH 26, 2012
5:30 P.M.

SCHOOL ADMINISTRATION BUILDING
1300 FLANDERS ROAD, MYSTIC
ROOM 11

Board of Education Mission Statement
In partnership with our parents and community, the mission of the Groton Public Schools is to enable all learners to achieve their highest potential by fostering excellence through a challenging program of study and a safe environment. Our schools will promote the pursuit of lifelong learning, responsible citizenship, and informed decision-making in a culturally diverse world.

AGENDA

1. Welcome

2. New Business
   a. RESOLUTION TO ACCEPT THE EDUCATIONAL SPECIFICATIONS FOR INSTALLATION OF TWO DOUBLE PORTABLE CLASSROOMS AT CUTLER MIDDLE SCHOOL

   WHEREAS, the Maintenance Department is in the process of applying for a grant to partially offset the local cost to install two double portable classrooms at Cutler Middle School, and

   WHEREAS, a requirement of that process is that the Board of Education accept educational specifications for the project, and

   WHEREAS, funding for this project is being shared by the Town and the Board of Education, and

   WHEREAS, the estimated cost of the project is $687,620, and the estimated state reimbursement is 50% to 57%; therefore be it

   RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the Educational Specifications for Cutler Middle School as presented.
b. RESOLUTION TO ACCEPT THE EDUCATIONAL SPECIFICATIONS FOR PARTIAL ROOF REPLACEMENT AT FITCH HIGH SCHOOL

WHEREAS, the Maintenance Department is in the process of applying for a grant to partially offset the local cost to replace portions of the roof at Fitch High School, and

WHEREAS, a requirement of that process is that the Board of Education accept educational specifications for the project, and

WHEREAS, funding for this project has been requested in the Town’s Capital Improvement Plan, and

WHEREAS, the estimated cost of the project is $625,000, and the estimated state reimbursement is 50% to 57%; therefore be it

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the Educational Specifications for Fitch High School as presented.

c. RESOLUTION TO ACCEPT THE EDUCATIONAL SPECIFICATIONS FOR REMOVAL AND REPLACEMENT OF ALL ASBESTOS CONTAINING FLOOR TILE AT MARY MORRISON ELEMENTARY SCHOOL

WHEREAS, the Maintenance Department is in the process of applying for a grant to remove and replace asbestos containing floor tile at Mary Morrison and

WHEREAS, a requirement of that process is that the Board of Education accept educational specifications for the project, and

WHEREAS, funding for this project has been requested in the Town’s Capital Improvement Plan, and

WHEREAS, the estimated cost of the project is $250,000, and the estimated state reimbursement is 50% to 57%; therefore be it

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the Educational Specifications for Mary Morrison as presented.

d. RESOLUTION TO ACCEPT THE EDUCATIONAL SPECIFICATIONS FOR INSTALLATION OF ONE DOUBLE PORTABLE CLASSROOM AT WEST SIDE MIDDLE SCHOOL
WHEREAS, the Maintenance Department is in the process of applying for a grant to partially offset the local cost to install one double portable classroom at West Side Middle School, and

WHEREAS, a requirement of that process is that the Board of Education accept educational specifications for the project, and

WHEREAS, funding for this project is being shared by the Town and the Board of Education, and

WHEREAS, the estimated cost of the project is $388,120, and the estimated state reimbursement is 50% to 57%; therefore be it

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the Educational Specifications for West Side Middle School as presented.

e. RESOLUTION TO ACCEPT THE AMENDMENT OF THE AGREEMENT BETWEEN THE BOARD OF EDUCATION, TOWN OF GROTON, AND THE BRISTOL COLLEGIATE BASEBALL CLUB, INC.

WHEREAS, the Board of Education, along with the Town of Groton, entered into an Agreement dated July 1, 2011 with the Bristol Collegiate Baseball Club, Inc., and

WHEREAS, at the end of the project, there was approximately $139,000 of unfunded expenses that resulted in a discussion by the parties, and

WHEREAS, as a result of that discussion a recommendation was made that was agreed to in principle by the three parties, and

WHEREAS, the memorialization of this agreement is set forth in the attached Addendum, which upon approval by all three parties, would be attached to original Agreement; therefore be it

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts and approves the amendment to the Contract between the Board of Education, Town of Groton, and the Bristol Collegiate Baseball Club, Inc.

3. Adjournment

NEXT MEETING: Monday, April 2, 2012
NEW BUSINESS

1. EDUCATIONAL SPECIFICATIONS FOR INSTALLATION OF TWO DOUBLE PORTABLE CLASSROOMS AT CUTLER MIDDLE SCHOOL

PROJECT JUSTIFICATION

Presently this school contains 34 full size classrooms. Next year, 2012-13, Groton will consolidate from 3 middle schools to 2 middle schools. Student enrollment is predicted to increase from 355 to 501. Four additional classrooms will be required to accommodate the projected increase in enrollment.

LEARNING ACTIVITIES

This middle school provides a comprehensive middle school program. The specific uses of the proposed relocatable classrooms are listed below:

<table>
<thead>
<tr>
<th>Number Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four relocatable classrooms will be required to provide space for world language and electives.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>One double classroom. Each room to be 800 to 900 square feet for a total of 1,600 to 1800 square feet.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>The best location would seem to be on a level grassy area southeast of the main building. That location will provide easy access to an existing building entrance and to a handicap accessible lavatory.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Furnishings Required For Each of Four Relocatable Classrooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 teacher desk with locking drawers</td>
</tr>
<tr>
<td>24 student desks and chairs</td>
</tr>
<tr>
<td>1 metal waste basket</td>
</tr>
<tr>
<td>1 3-drawer metal filing cabinet with lock</td>
</tr>
<tr>
<td>1 pencil sharpener</td>
</tr>
<tr>
<td>1 flag holder and flag</td>
</tr>
<tr>
<td>2 classroom tables and 8 chairs</td>
</tr>
</tbody>
</table>

SUPPORT FACILITIES

No additional support facilities are required.

COMMUNITY USE
No community uses are anticipated.

**SYSTEMS**

Each unit to be equipped with data connections both hard wired and wireless connected to the existing wide area network.

An intercommunication and bell system compatible to and connected to the existing main building system.

Air conditioning, heating and ventilating systems sized to meet the requirements of each classroom for all weather conditions.

A fire alarm and detection system including signage, pull stations at each exit door, heat detection, audible and visual alarms in each classroom, compatible to and connected to the existing main building fire alarm system.

**ENVIRONMENT**

1. Window area not less than 80 square feet.
2. Floor covering of anti-static-producing commercial carpeting. No metal or plastic strips shall be permitted at center seam of carpet. Carpet shall be full laminated to the floor.
3. Four (8) duplex 120V convenience outlets, two on each wall of classrooms.
4. Room darkening drapes.
5. Fluorescent lighting with not less than 40 foot candles at desk level.
6. Sufficient insulation of floor, walls, and ceiling to present an approximate “U” factor of 0.08.

**SECURITY**

Exterior doors to be metal clad with locking panic bar hardware.

Each unit to be equipped with a motion detector burglar alarm compatible with and connected to the existing main building burglar alarm.

**CODE COMPLIANCE**

Each classroom shall comply with all applicable building, handicap accessibility, life safety codes, and other codes that apply.
2. EDUCATIONAL SPECIFICATIONS FOR PARTIAL ROOF REPLACEMENT AT FITCH HIGH SCHOOL

Project Rationale
Groton plans to continue to operate Fitch High School (FHS) in its current capacity indefinitely. It is a goal of the Groton Public Schools to maintain FHS as well as all other schools in the district in good condition to protect the town’s investment and to provide a safe and healthy learning environment for our learning community. To comply with this goal, the roof must be replaced.

Long-Range Plan
The long range plan for (FHS) includes replacement of worn out roofing materials. This process began 12 years ago with replacement of the roof over unit 2 and the cafeteria. The project has progressed through several stages as various sections of the roof failed. This is the final phase of that process. When replaced, the roof will be inspected and maintained on a scheduled basis to insure Groton receives optimal performance and longevity.

The Project
This project will include the following components:
- Test roof for asbestos.
- Remove and reinstall roof top units.
- Remove and dispose of any roofing material found to contain asbestos in accordance with codes and regulatory requirements.
- Remove roofing materials down to the roof deck.
- Inspect roof deck and repair as needed.
- Install mechanically fastened tapered insulation with a pitch compliant with current State regulations.
- Install new fully adhered EDPM roofing system and flashings.
- Replace drains, relocate additional drains if necessary and provide overflow drains per code.

Interior
- Clean above ceiling where leakage occurred.
- Replace damaged ceiling tile.
3. **EDUCATIONAL SPECIFICATIONS FOR REMOVAL AND REPLACEMENT OF ALL ASBESTOS CONTAINING FLOOR TILE AT MARY MORRISSON ELEMENTARY**

**Project Rationale**
Groton plans to continue to operate Mary Morrisson (MM) School in its current capacity indefinitely. It is a goal of Groton Public Schools to maintain MM as well as all other district schools in good condition to protect the Town’s investment and to provide a safe and healthy learning environment for our learning community. To comply with this goal, the worn out and defective asbestos containing floor tile must be removed and replaced.

**Long-Range Plan**
The long range plan for MM includes removal and replacement of asbestos containing floor tile. All asbestos containing floor tile in this building has been maintained in good condition and Groton remains in compliance with State requirements to monitor the condition of asbestos floor tile through regular inspection and repair when needed. While the asbestos in floor tile is considered to be non-friable, it is beginning to delaminating from the concrete floor and cracked in places at an increasing rate. The condition of the tile is a violation to the Asbestos Hazard Emergency Response Act. As such Groton is required to remediate the asbestos containing floor tile at MM. It is no longer cost effective to maintain the tile in compliant conditions. Replacement of the asbestos containing floor tile is the only option.

**The Project**
This project will include the following components:
- Test all floor tile and mastic throughout MM for asbestos content.
- Remove identified asbestos containing tile and mastic under controlled condition in strict compliance with State and Federal regulations.
- Monitor the site both inside and outside both before, during and after remediation.
- Dispose of asbestos containing material properly.
- Install new tile flooring.

**Interior**
- All equipment, furniture, supplies and other materials will be removed from all spaces to be remediated and stored in a suitable location.
- After remediation, the contractor shall clean all spaces.
- After the abatement is complete and Groton can reoccupy the space, furniture, equipment and supplies will be returned.
4. EDUCATIONAL SPECIFICATIONS FOR INSTALLATION OF ONE DOUBLE PORTABLE CLASSROOM AT WEST SIDE MIDDLE SCHOOL

PROJECT JUSTIFICATION

Presently this school contains 35 full size classrooms. Next year, 2012-13, Groton will consolidate from 3 middle schools to 2 middle schools. The current student enrollment is 267. The enrollment next year is predicted to be 501. Two additional classrooms will be required to accommodate the increased enrollment.

LEARNING ACTIVITIES

This middle school provides a comprehensive middle school program. The specific uses of the proposed relocatable classrooms are listed below:

Number Required
Two relocatable classrooms will be required to provide space for world language

Type of Facility
One double classroom. Each room to be 800 to 900 square feet for a total of 1,600 to 1800 square feet.

Location
The best location would seem to be on a level grassy area southwest of the main building. That location will provide easy access to an existing building entrance and to a handicap accessible lavatory.

Furnishings Required For Each of Two Relocatable Classrooms
1 teacher desk with locking drawers
24 student desks and chairs
1 metal waste basket
1 3-drawer metal filing cabinet with lock
1 pencil sharpener
1 flag holder and flag
2 classroom tables and 8 chairs

SUPPORT FACILITIES

No additional support facilities are required.

COMMUNITY USE

No community uses are anticipated.

SYSTEMS
Each unit to be equipped with data connections both hard wired and wireless connected to the existing wide area network.

A telephone in each room connected to the existing school phone system.

An intercommunication and bell system compatible to and connected to the existing main building system.

Air conditioning, heating and ventilating systems sized to meet the requirements of each classroom for all weather conditions.

A fire alarm and detection system including signage, pull stations at each exit door, heat detection, audible and visual alarms in each classroom, compatible to and connected to the existing main building fire alarm system.

**ENVIRONMENT**

1. Window area not less than 80 square feet.
2. Floor covering of anti-static-producing commercial carpeting. No metal or plastic strips shall be permitted at center seam of carpet. Carpet shall be full laminated to the floor.
3. Four (8) duplex 120V convenience outlets, two on each wall of classrooms.
4. Room darkening drapes.
5. Fluorescent lighting with not less than 40 foot candles at desk level.
6. Sufficient insulation of floor, walls, and ceiling to present an approximate “U” factor of 0.08.

**SECURITY**

Exterior doors to be metal clad with locking panic bar hardware.

Each unit to be equipped with a motion detector burglar alarm compatible with and connected to the existing main building burglar alarm.

**CODE COMPLIANCE**

Each classroom shall comply with all applicable building, handicap accessibility, life safety codes and other codes that apply.
FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (the “Amendment”), made by and between the TOWN OF GROTON, a municipal corporation with its offices at 45 Fort Hill Road, Groton, Connecticut 06340 (the “Town”), the GROTON BOARD OF EDUCATION, an agency of the Town of Groton with an office at 1300 Flanders Road, Mystic, Connecticut 06355 (the “Board”), and BRISTOL COLLEGIATE BASEBALL CLUB INC., a Connecticut non-stock, 501(c)(3) corporation with its principal place of business at 6 Forest Park Drive, Farmington, Connecticut 06032 (the “Corporation”) (the Town, Board and Corporation are sometimes collectively referred to herein as the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into that certain Agreement, including all exhibits attached thereto, dated July 1, 2011 (the “Agreement”) to allow the Corporation to relocate its NECBL summer collegiate team known as the Mystic Schooners (the “Team”) to, and to finance certain desired improvements to the baseball facility at, Fitch High School in Groton, Connecticut (“Fitch”); and

WHEREAS, in 2011, Phase I of the Permitted Improvements, as defined in Section 2 of the Agreement, were installed at Fitch, and the Team played its home games at Fitch; and

WHEREAS, a dispute arose between the Parties regarding cost overruns and/or unpaid invoices totaling One Hundred Forty-Four Thousand, Twelve and 00/100 ($144,012.00) Dollars associated with said improvements and the Corporation’s responsibility for same. To allow contractors and vendors to be paid, the Town and/or Board paid the disputed sums, despite their understanding-position that the Agreement outlined the Corporation’s responsibility for same. The Town and Board thereafter sent a default notice to the Corporation indicating their intent to terminate the Agreement as a result of the Corporation’s failure to pay said sums, which default was disputed by the Corporation; and

WHEREAS, notwithstanding said default notice, the Parties have met and have agreed to resolve their outstanding issues to allow the Corporation to continue utilizing Fitch for the Purposes defined in Section 1 of the Agreement, and the Town and Board have agreed to forebear on terminating the Agreement and in immediately exercising any rights they may have related to the disputed sums, subject to the terms and conditions hereinafter contained.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. Ratification of Agreement. The parties hereby agree that, notwithstanding the aforementioned termination notice, the Agreement, as amended and/or modified herein, shall continue in effect to allow NECBL baseball to continue in Groton for the 2012 and 2013 seasons, such that the Agreement shall terminate on August 16, 2013 unless sooner terminated pursuant to Section 4 of the Agreement, and/or unless further extended by the Board and Town as hereafter provided in this Section 1 of the Amendment or as otherwise agreed to in writing by the parties.

In lieu of the Town and Board immediately exercising any rights they may have related to the disputed invoices, the intent of this Amendment is to establish a cooling off period during the 2012 and 2013 seasons to allow the parties, during such period, to strive to gain a more positive working experience with one another, and to develop a larger track record to better understand the financial ability of the Corporation and economic viability of NECBL baseball in Groton (including the exploration of whether additional revenue sources are attainable by the Corporation). If the Agreement is not sooner terminated
and/or hereafter modified by the parties, the parties shall analyze after the 2012 and 2013 seasons, and thereafter, whether the repayment mechanism arrived at by the parties in Section 3 hereof shall be adjusted, and/or whether alternative options should be pursued by any of the parties with respect to the unpaid invoices.

If the Agreement is not terminated because of an uncured breach and/or default of the Agreement by the Corporation, as amended herein, prior to August 16, 2013, and/or the Agreement is not otherwise terminated in accordance with Section 4 thereof, the Term of the Agreement shall be reinstated by the Board and Town fully as set forth in Section 4 of the Agreement. Therefore, except as inconsistent with or amended or modified by this Amendment, all terms, conditions and obligations set forth in the Agreement (including all exhibits attached thereto) shall remain in full force and effect, shall be considered valid and enforceable, and are hereby ratified and confirmed. The Town and Board have not waived any rights with respect to the payment made by them with regard to said unpaid cost overruns and/or invoices in connection with Phase I of the Improvements, and the Parties have developed a mechanism for the Corporation to repay said sums during the Term of the Agreement, as more particularly set forth in Section 3 of this Amendment. The terms of this Amendment shall control over any conflicts between the terms of the Agreement and this Amendment.

2. Phase II Improvements. The Corporation acknowledges and has confirmed that the Fitch baseball facility, as currently constructed, meets all NECBL requirements, and that the Corporation and NECBL no longer require the Phase II Improvements, as defined in Section 2 of the Agreement, to be installed at Fitch. The Agreement, including Exhibit A thereto, is hereby amended to reflect that no Phase II Improvements, nor any other construction and/or structural improvements hereafter requested by the Corporation in connection with the Agreement, shall be permitted at Fitch unless and until all Parties hereafter agree to same in writing. During the 2012 NECBL season, the toilet facilities adjacent to the Fitch gymnasium will be made available by the Board for use during the Corporation’s games, camps and practices so long as the Corporation pays all costs associated with supplying, cleaning and maintaining same during said season, either through payment of a reasonable fee to the Board. Board custodians will be utilized for purposes of cleaning the toilet facilities, and no private cleaning companies may be utilized, and/or by payment to a cleaning company approved by the Board with all certifications required to clean public school toilet facilities. Section 6 of the Use and Operations Terms set forth in Exhibit A of the Agreement shall be modified to be consistent with this Section 2 of the Amendment.

3. Advertising Revenues. The Agreement and Section 9 of the Use and Operations Terms set forth in Exhibit A thereof shall be hereby modified to require the Corporation to pay, during each year of the Term of the Agreement, to the Fitch High School Activity Fund (or such other fund or account hereafter designated by the Town and Board), the sum equal to seventeen (17%) percent of gross annual sign revenues generated for each and every sign sold by the Corporation as advertising in connection with its use of Fitch under the Agreement. All other requirements set forth in Section 9 of the Use and Operations Terms set forth in Exhibit A of the Agreement shall continue to apply and shall remain in full force and effect.

To maximize revenues associated with said sign advertising, the Corporation shall not barter sign advertising for free or a reduced rate, without the express written consent of the Town and Board. The Town and Board will provide the Corporation with any potential leads that they may come across in the community for potential sign advertisers; provided, however, the aforementioned sign revenue sharing shall apply regardless of whether the Town, Board and/or Corporation secures the proposed advertiser. All sums paid by the Corporation as part of the sign revenue sharing shall be applied towards the debt owed to the Town and Board related to the Phase I Improvements, as discussed in the recitals to this Amendment. Upon the expiration and/or earlier termination of the Agreement, as amended herein, any
remaining balance of said debt shall be paid by the Corporation to the Town within thirty (30) days of the Town’s demand.

4. **Annual Accounting.** The Corporation’s fiscal year currently runs from April 1 through March 31 of each year. During each year that the Agreement, as amended herein, is in effect, the Corporation shall provide annually to the Town and Board within thirty (30) days of the completion of its fiscal year, a copy of its tax return and financial statement for the then completed fiscal year, as well as such other accountings and/or financial information pertaining to the then completed baseball season as shall be reasonably requested by the Town and/or Board. This information shall be utilized by the Town and/or Board for the sole purposes of determining with the Corporation whether the sign revenue sharing percentage in favor of the Town and Board should be adjusted upward as set forth in Section 3 of this Agreement, and/or whether other potential revenue sources are available to allow the Corporation to pay down from other sources the debt owed to the Town and Board related to the Phase I Improvements, as discussed in the recitals to this Amendment.

The aspects of this Amendment pertaining to sign revenue sharing set forth in Section 3, and pertaining to whether the financial strength of the Corporation allows it to contribute additional revenue from other sources towards said debt as set forth above in this Section 4, shall be reopened and discussed by the Parties on or before March 1, 2013 and if the Agreement is extended beyond August 16, 2013 pursuant to Section 1 of this Amendment, shall be opened and discussed by the Parties on or before March 1, 2014, and then thereafter on every two year anniversary (the first of which is on or before March 1, 2016) throughout the remaining Term of the Agreement, to determine whether the 17% sign revenue sharing figure should be adjusted upward, and/or whether additional other revenues should be shared by the Corporation with the Town and/or Board, based on any improved financial position of the Corporation as compared to previous year(s).

5. **Successors and Assigns; Authority.** This Amendment shall be binding upon, and shall inure to the benefit of, the Parties, and their respective successors and permitted assigns. By signing below, each party hereby warrants and represents to the other party that they are a duly organized and existing legal entity, in good standing, and they have the full right and authority to execute, deliver and perform the Agreement, as herein amended, and that the person executing this Amendment was authorized so to do on behalf of that respective Party.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which as executed shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

7. **Effective Date.** This Amendment shall be effective upon the last date upon which all signatories below have signed the same.

8. **Extent of Agreement.** This Amendment in conjunction with the Agreement sets forth the entire agreement between the Parties. The Agreement, as amended herein, shall not be altered or modified hereafter except by a written agreement signed by all Parties.

**IN WITNESS WHEREOF,** the parties have respectively signed and sealed this Agreement as of the Effective Date hereof.

Signed and sealed in the presence of: TOWN OF GROTON
By: ____________________________
  Mark R. Oefinger
  Its Town Manager
  Duly Authorized
  Date:________  

GROTON BOARD OF EDUCATION

_______________________________

By: ____________________________
  Paul J. Kadri
  Its Superintendent
  Duly Authorized
  Date:________

BRISTOL COLLEGIATE
BASEBALL CLUB, INC.

_______________________________

By: ____________________________
  Kevin P. Kelleher
  Its President
  Duly Authorized
  Date:________