

**MONTVILLE BOARD OF EDUCATION**

**Bid 20-100**

**DATE: July 8, 2020**

**INVITATION TO SUBMIT PROPOSALS**

The Montville Board of Education hereby invites the submission of sealed Proposals for:

**ATHLETIC TRAINER SERVICES**

Beginning in the 2020-2021 school year, for a one (1) year term with an annual renewal for three years if both parties agree to excise the renewal. The Proposals will be received at the Office of the Superintendent of Schools, Montville Board of Education, 800 Old Colchester Road, Oakdale, Connecticut 06370 until 12:00 p.m. on July 24, 2020 at which time they will be publicly opened and read aloud.

Specifications and other information may be obtained on and after July 13, 2020 at the Office of the Superintendent, Montville Board of Education Office, 800 Old Colchester Road, Oakdale, Connecticut 06370 between 8:00a.m. and 3:00p.m. Monday through Friday. Phone 860.848.1228.

Kathy Lamoureux  
Business Manager  
Montville Board of Education

**MONTVILLE BOARD OF EDUCATION  
ATHLETIC TRAINER SERVICES  
INSTRUCTIONS TO PROPOSERS**

I. Definitions

- A. "Addendum" means written documents issued by the Board prior to the date and time in Article II E, which modify these Instructions to Proposers by additions, deletions, clarifications or corrections.
- B. "Proposal" means a submission by a Proposer to provide services that conform to the Proposal Documents.
- C. "Proposal Documents" means the Invitation to Submit Proposals and these Instructions to Proposers, all exhibits attached hereto, and any Addendum.
- D. "Proposal Price" means the price, as shown on Exhibit A, at which the Proposer offers to perform the work described in the Proposal Documents.
- E. "Proposer" means the person or entity who submits a Proposal.
- F. "Board" means the Montville Board of Education.
- G. "Contract" means the document that the Contractor executes with the Board to provide the Athletic Trainer Services, in the form of Exhibit B, attached hereto and made a part hereof.
- H. "Contractor" means the Proposer who is selected by the Board to provide the Athletic Trainer Services and executes the Contract.
- I. "Invitation to Submit Proposals" means the published notice of the acceptance of Proposals.
- J. "Town" means the Town of Montville, Connecticut.

Unless otherwise defined, these definitions shall apply to the Proposal Documents and the Contract.

II. Proposal Instructions

- A. Proposals shall be received from Proposers for the furnishing of all services necessary to perform the Athletic Trainer Services described in Article IV.
- B. When executed and submitted by Proposer, the Proposer acknowledges it has full knowledge of and agrees with the general specifications, conditions and requirements of the Proposal Documents.
- C. Proposals must be mailed or delivered to the Office of the Superintendent of Schools, Montville Board of Education, 800 Old Colchester Road,

Oakdale, Connecticut 06370 in an envelope clearly marked "Proposal-Athletic Trainer Services."

- D. The Proposer must submit its Proposal in a sealed envelope marked with the Proposer's name and address in the upper left hand corner. The sealed envelope is to be plainly marked in the lower left hand corner with the name of Proposal and the opening date and time.
- E. The Proposals shall be submitted no later than 12:00 p.m. on July 24 2020 at the Office of Superintendent of Schools, Montville Board of Education, 800 Old Colchester Road, Oakdale, Connecticut 06370. Proposals received later than that date and time will not be considered and will be returned unopened. Amendments to or withdrawals of Proposals received later than that date and time will not be considered. Proposed prices shall be held for a period of sixty days (60) days from the opening of the Proposals.
- F. The Proposer shall submit two (2) original and two (2) copies of the Proposal.
- G. The Contractor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any manual or other rules, regulations and policies which the Board might publish.
- H. The Board reserves the right to waive technical defects in Proposals, to reject any and all Proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a Proposal or a part of the Proposal, although not the low Proposal, that in its judgment will be in the best interest of the Board and/or the Town.
- I. Each Proposer is responsible for making sure it gets the information it needs to make a responsible Proposal that allows it to execute the Contract if it is awarded the Contract. Information requests are to be made in writing to Kathy Lamoureux, Business Manager, Montville Board of Education, prior to July 24 2020. A written request does not in any way diminish a Proposer's responsibility to get the information it needs to make a Proposal.
- J. Any modification to the Proposal Documents will be made by Addendum. Any Addendum will be mailed to all persons that have requested these Instructions to Proposers and provided its name and mailing address to the Board. Each Proposer shall confirm prior to submitting its Proposal that it has received all Addendum.

### III. Proposal Requirements

- A. The Proposal shall be submitted with all of the information described in this Article III.
- B. There is no proposal guaranty requirement.
- C. Each Proposer must fill out the "Proposal Form" in the form of Exhibit A.
- D. All Proposers must read and acknowledge receipt of the Board's Affirmative Action Policy, in the form of Exhibit C, attached hereto and made a part hereof.
- E. All Proposers must read and fill out the reference check form attached as Exhibit D ("Reference Check"). The Board is requesting at least three (3) references for athletic trainer services performed for another board of education or a town. The Proposer, by submitting a Proposal, hereby authorizes the Board or its authorized agent to contact such references listed on the Reference Check without obtaining any other consent from the Proposer. Such Reference Check is incorporated into and made a part of this Proposal.
- F. Each Proposer must declare that this Proposal is made without any connection with any other person or entity making any proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the Proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached as Exhibit E, attached hereto and made a part hereof.
- G. All Proposers shall show in their Proposals evidence to the Board of satisfactory financial responsibility, experience and organization to perform the Contract throughout the term of the Contract.
- H. Each Proposer shall provide to the Board a list of personnel expected to provide services under the Contract and their resumes. Each Proposer shall describe the experience of such personnel with Athletic Trainer Services. The successful Proposer shall, prior to the execution of the Contract, provide the name of the person who will primarily provide services under the Contract and any anticipated substitute certified athletic trainers (who must meet all of the same requirements as the primary certified athletic trainer).

### IV. Scope of Work

- A. The Athletic Trainer Services requested in these Proposal Documents covers all services required to complete the Athletic Trainer Services, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Proposer, and the Proposal Price shall be "all-inclusive."

The Board shall be responsible for no other charges other than the prices set forth on Exhibit A.

- B. The period of the Contract shall be for a one (1) year period commencing August 1, 2020 and terminating July 31, 2021 with an annual renewal for three years if both parties agree to exercise the renewal.
  
- C. The successful Proposer must execute the Contract in the form attached as Exhibit B. The terms, conditions and provisions of the Contract are incorporated into and made a part of this Proposal. **Each Proposer should be thoroughly familiar with all the terms, conditions and provisions of the Contract.** The successful Proposer shall execute the Contract within ten (10) days after the Contract is presented to the successful Proposer for signature. The failure of the successful Proposer to execute the Contract within such time period shall constitute a reason to reject the Proposal, or declare a default by the successful Proposer, and the Board may then award the Contract to another Proposer.

**CERTIFICATION:**

The Proposer has read and understood the Proposal Documents, INCLUDING ALL EXHIBITS, which are Exhibit A through Exhibit E, all attached hereto and made a part hereof, and the following addendum: \_\_\_\_\_  
\_\_\_\_\_ (if any. If none, state "None"), and the Proposal conforms to the terms and conditions of the Proposal Documents.

I hereby certify, as an officer of \_\_\_\_\_, that, as the Proposer under these Proposal Documents, all of the information and material supplied to the Board as required by these Proposal Documents are complete and true. I, as an officer of \_\_\_\_\_, understand that all of the terms and conditions of these Proposal Documents shall be included in the Contract executed with the Board, if awarded the Contract. I, as an officer of \_\_\_\_\_, further understand that any information that is found to be incomplete or false or, any attempt to mislead the Board is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Proposal or the immediate termination of the Contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Notary Public \_\_\_\_\_ [Seal]

**Proposer Information**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

MONTVILLE BOARD OF EDUCATION

EXHIBIT A

PROPOSAL FORM

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the Athletic Trainer Services, hereby proposes and agrees to fully perform the Athletic Trainer Services within the time stated and in strict accordance with the Proposal Documents and the "Contract for Athletic Trainer Services," for the following sum of money:

Year 1 – August 1, 2020 – July 30, 2021 \$ \_\_\_\_\_ Annually\*

Renewal price if exercised:

Year 1 – August 1, 2021 – July 30, 2022 \$ \_\_\_\_\_ Annually\*

Year 2 – August 1, 2022 – July 30, 2023 \$ \_\_\_\_\_ Annually\*

Year 3 – August 1, 2023 – July 30, 2024 \$ \_\_\_\_\_ Annually\*

\*Note: The above annual prices shall be paid in three (3) installments by the Board of Education at the conclusion of sports season (fall, winter, and spring). Additionally it should be noted that this price will be reduced if a season does not complete because of issues outside the control of the District.

Hourly Rate for additional hours beyond the scope of work. This would require prior approval by Athletic Director:

Year 1 – August 1, 2020 – July 30, 2021 \$ \_\_\_\_\_ Hourly\*

Renewal price if exercised:

Year 1 – August 1, 2021 – July 30, 2022 \$ \_\_\_\_\_ Hourly\*

Year 2 – August 1, 2022 – July 30, 2023 \$ \_\_\_\_\_ Hourly\*

Year 3 – August 1, 2023 – July 30, 2024 \$ \_\_\_\_\_ Hourly\*

In submitting this proposal, it is understood that the right is reserved by the Owner to waive any informalities in, or to reject any and all bids.

The undersigned bidder further agrees, if awarded the contract on this proposal (bid), to commence work at the time stated in the notice to proceed, unless otherwise permitted or directed by the Board and further agrees to complete the work of this contract as specified.

This form must be signed by an officer authorized to represent and commit the organization to all terms and conditions contained in the proposal. The authorized person signing below further certifies that this bid has been prepared without collusion with any other bidder, the Montville

Board of Education, or any employee of the Montville Board of Education, and is unaware of any direct, personal pecuniary interest of any employee of the Montville of Education in the outcome of this bid.

Name of Company \_\_\_\_\_

Address. \_\_\_\_\_

Phone # \_\_\_\_\_ Fax# \_\_\_\_\_ Email: \_\_\_\_\_

Federal I.D. # \_\_\_\_\_

Authorized Signature \_\_\_\_\_ **Date** \_\_\_\_\_

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

Title \_\_\_\_\_

## **SUPPLEMENTAL INFORMATION TO EXHIBIT A**

### **SCOPE OF SERVICES**

- 1) The Contractor will provide a certified athletic trainer. The certified athletic trainer shall meet the qualifications of and be licensed Certified Athletic Trainer (ACT) by the State of Connecticut. Said trainer will be available at Montville High School on a regularly scheduled basis. Said trainer will be available for onsite athletic training coverage of Client's sports practices and games. The number of hours per week will be at the discretion of the Athletic Director and will not exceed 630 hours per contract year. Some services may be provided at locations other than Montville High School.
- 2) The Contractor will provide services that will include evaluation and treatment of athletic injuries, application of first aid, and recommendation for exercise or physical measures for minor injuries.
- 3) The certified athletic trainer will be responsible for the athletic training room while in attendance there. This includes, but is not limited to, keeping the area clean, organized, maintaining a system for seeing and treating athletes and reporting equipment needs to the Athletic Director. The certified athletic trainer will also advise the Athletic Director on inventory status, requisitioning of supplies, and facility management.
- 4) The certified athletic trainer will keep accurate records of all athletic injuries that are reported and all rehabilitation procedures. All records related to services provided under the Contract shall be kept in the secure storage cabinets provided by the Board at Montville High School. The certified athletic trainer shall comply with all Board policies regarding confidentiality of information and records.
- 5) The certified athletic trainer will develop and distribute emergency procedures and emergency phone numbers.
- 6) The certified athletic trainer will inspect and take inventory of all team medical kits prior to the beginning of each season.
- 7) The certified athletic trainer will be responsible for coaches' education of the emergency action plan, concussion education, cardiac arrest and heat illness.
- 8) The certified athletic trainer will provide for coordination of communication between injured athletes, coaching staff, team or family physicians and parent/guardian.
- 9) The certified athletic trainer will be responsible for administering the re-entry requirements for an athlete who sustained a concussion.
- 10) The certified athletic trainer will be immediately responsible to the Athletic Director.
- 11) The certified athletic trainer will provide first aid and CPR training to coaches if qualified, this service will not exceed (10) hours each year of the contract.
- 12) Contractor will make available Summer Strength and Conditioning Camps on a fee for service basis paid for by the individual athletes conducted by NSCA- Certified Strength and Conditioning Specialists.

13) Montville Board of Education shall provide the following equipment for Contactor's use when performing the Services: Equipment to include any and all items necessary to provide Athletic training services including, but not limited to , athletic training room, AED, medical supplies, bandages, athletic tape, gloves, braces, ice, etc. Contractor will be allowed access to the above locations through the Client's normal channels i.e.; identification badge, key, etc.

14) The certified trainer will provide event coverage for the following:

- a. Fall preseason sports coverage at Montville High School beginning two (2) Mondays before Labor Day.
- b. Fall sports coverage including football, soccer, cross-country, cheerleading, unified soccer, volleyball and any other sports that may be played during this season.
- c. Winter sports coverage including wrestling, basketball, ice hockey, cheerleading, indoor track, unified basketball and any other sports that may be played during this season
- d. Spring sports coverage including lacrosse, baseball, softball, outdoor track, tennis, golf and any other sports that may be played during this season.
- e. Tournament coverage will be provided for all home tournaments for Montville High School athletic teams.
- f. When multiple home contest occur, the Athletic Trainer will coordinate with the Athletic Director as to the best approach for coverage.

MONTVILLE BOARD OF EDUCATION

EXHIBIT B

FORM OF CONTRACT FOR ATHLETIC TRAINER SERVICES

CONTRACT FOR ATHLETIC TRAINER SERVICES

This CONTRACT FOR ATHLETIC TRAINER SERVICES ("Contract") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the MONTVILLE BOARD OF EDUCATION, hereinafter called the "Board," and \_\_\_\_\_, hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the Board wishes to provide athletic trainer services for students for a period of three (3) years; and

WHEREAS, the Board accepted proposals for the provision of athletic trainer services and awarded the Contract to Contractor on \_\_\_\_\_; and

WHEREAS, the Contractor is ready, willing and able to provide the required athletic trainer services sought by the Board and has accepted the award of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, the Board and the Contractor mutually agree as follows:

I. TERM

A. The term of this Contract shall be for a period of one (1) beginning on August 1, 2020, and terminating on June 30, 2021 (the "Term"), unless terminated by the Board pursuant to the provisions in this Contract with an option for continued services.

B. The Board may terminate this Contract if the costs of the Contract are not funded through the Board's budget for a fiscal year. In such event, the Board shall provide notice to the Contractor that the Board is terminating this Contract.

II. SCOPE OF WORK

The Contractor agrees that it will perform those services described in Exhibit A, attached hereto and made a part hereof and at such days, times and hours as designated by the Board.

III. PAYMENT AND COMPENSATION

A. The Board agrees to make payments to the Contractor in three (3) installments to be paid for September through June within sixty (60) days after receipt of an invoice for services provided in the prior month ( as per Exhibit A-see note\*). Invoices shall be submitted in a form designated by the Board to the attention of Montville Board of Education, Accounts Payable along with a completed W-9 Form.

- B. The parties agree that no other payments shall be made to the Contractor who shall furnish all of the labor, permits and licenses necessary to provide the services required in Exhibit A, including the staff and other services necessary for the proper performance of the Contractor's duties.
- C. The Contract price payable for the services described in Exhibit A is detailed in Exhibit B, which is attached hereto and incorporated herein. **Under no circumstances is Contractor authorized to charge any other charges to the Board unless the Athletic Director approves it in advance.**
- D. The Board may withhold payments for services when the Board determines, in its sole discretion, that such services do not meet the requirements of this Contract. Payments for such services shall not be made until the Contractor has made corrections, which are acceptable to the Board.

#### IV. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants that the certified athletic trainers providing services hereunder shall be properly qualified and licensed under Connecticut law. In addition, the Contractor represents and warrants that it and its employees and agents shall comply with all applicable state and federal laws.

#### V. PERSONNEL

The Contractor agrees to the following conditions regarding all personnel of Contractor performing services under this Contract ("Personnel"):

- A. The Contractor shall take the highest degree of care in recruiting and selecting Personnel. All Personnel shall be properly qualified and licensed under Connecticut law. All Personnel shall be in compliance with all local, state and federal laws, rules and regulations. The Contractor shall furnish the name of the person who shall be the primary certified athletic trainer under this Contract and any anticipated certified athletic trainer substitutes (who are employees of the Contractor) to the Board prior to the opening of school each year, and no other Personnel may be used without notice to the Board.
- B. The Board or its authorized agents may approve or disapprove prior to and during employment any or all Personnel. Notification shall be made by the Board to the Contractor of such Personnel considered unsatisfactory by the Board.
- C. The Contractor shall, at the request of the Board, perform criminal record checks on Personnel performing services under this Contract, including any substitute athletic trainers prior to such substitutes providing services, as described in the Connecticut General Statutes, and the results of all such criminal records checks shall be reported to the Board. The Board requires police verification on each of

Contractor's employees providing services under the Contract, as to the absence of any record reflecting moral, felony, drug, or other types of arrest that would be detrimental to the Board and its population. The minimum acceptable policy check shall be from the employee's community in which he or she resides. Evidence of such check shall be delivered to Board.

- D. If a substitute certified athletic trainer is used, then such person shall meet all of the requirements for the primary certified athletic trainer described in this Contract. Such substitute must be an employee of the Contractor unless prior written approval is given by the Board.

## VI. STUDENT RECORDS AND CONFIDENTIALITY

The Contractor shall maintain the confidentiality pursuant to state and federal law of all student/patient information it obtains in connection with the performance of its duties hereunder. In addition, the Contractor shall maintain appropriate documentation of all services it provides to students on behalf of the Board. The Board shall maintain all such records, but provide the Contractor with access for purposes of defending a professional liability claim.

## VII. INDEMNIFICATION

The Contractor shall indemnify and hold the Board, the Town of Montville and their respective officers, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations which result from, or arise out of or in connection with the performance of Contractor, any employee, agent or personnel or breach of the obligations of Contractor, any employee, agent or personnel under this Contract. The Contractor further agrees to indemnify and hold harmless the Board, the Town of Montville and their respective officers, employees and agents from any and all claims or losses alleged by any Contractor employee against the Board, or any of its agents or employees. This Article shall survive termination of the Contract.

## VIII. LAWS AND BOARD POLICIES

The Contractor shall comply with the laws, rules, regulations and policies of federal, State, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any manual or other rules, regulations and policies which the Board might publish.

## IX. INSURANCE

- A. The Contractor has provided prior to the execution of this Contract, will provide during each year of this Contract, prior to August 1, and will replace twenty (20) days prior to the renewal date, at its own cost and expense, Certificates of

Insurance written by sureties or insurers licensed in the State of Connecticut to the Board. All certificates shall be approved by the Board prior to commencement of the services under this Contract. The Contractor shall maintain insurance of the kinds, and in the amounts specified hereunder. Such Certificates of insurance shall contain a provision that the Board, Town of Montville and their respective agents and employees are "Additional Insureds" on all policies. In addition, the Board shall be given thirty-(30) calendar days' advance notice by certified mail, return receipt requested, or by hand delivery, of any change to or cancellation of any or all insurance policies required under this Contract.

- B. If, at any time, any of the insurance policies shall be or become unsatisfactory to the Board in form or substance, or if the surety or insurer issuing any such policies is unsatisfactory to the Board, the Contractor shall promptly obtain a new policy and submit a Certificate of Insurance to the Board for approval.
- C. The failure of the Contractor to maintain the required insurance or to furnish or deliver the insurance certificates shall give the Board the right, at its election, to terminate the Contract in accordance with Article X hereof.
- D. The policies of insurance shall include, but not be limited to, the following:
  - 1. The Contractor shall provide and maintain in force for the full term of the Contract Workers' Compensation Insurance in accordance with the statutory requirements of the State of Connecticut and Employer's General Liability Insurance.
  - 2. The Contractor shall maintain commercial general liability insurance, including professional liability insurance, for bodily injury and property damage liability in an amount of not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$2,000,000. In addition, the Contractor will purchase tail insurance with the same amounts covering its acts/omissions relating to services provided hereunder and provide the Board with proof of such insurance coverage.
  - 3. The Contractor shall maintain medical malpractice insurance of not less than \$1,000,000 per claim/ \$1,000,000 annual aggregate.
- E. In the event the Contractor is subpoenaed or a claim is made against the Contractor in connection with services provided hereunder, it shall immediately notify the Board.

#### X. DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Board; (a) has failed to provide the level of services required under the Contract; (b) has failed to fulfill services required in accordance with

agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance required under Article IX; or (j) fails to comply with any other term or condition contained in the Contract, the Board shall have the right to terminate the Contract upon written notice to the Contractor.

- B. The above remedies are in addition to any other remedies the Board may have.
- C. In the event of Contract termination by the Board, the Board's payment obligation shall cease as of the final date on which athletic trainer services in accordance with this Contract are last performed by the Contractor.

#### XI. INDEPENDENT CONTRACTOR

It is the intention of the parties that the performance by the Contractor of its duties and obligations for the Board shall be that of an independent contractor, and nothing herein shall create or imply an agency or employment relationship between the Board and the Contractor. This Contract shall not be deemed to constitute a joint venture or partnership between the parties. The Contractor agrees that as an independent contractor, the Board will not provide insurance coverage for it and it is not covered under the Board's workers' compensation insurance. The Contractor also agrees that it will not be treated or seek to be treated as an employee of the Board for any purpose.

#### XII. NO ASSIGNMENT

No part of this Contract shall be assigned or subcontracted without the prior written approval of the Board. The Contractor may use substitute certified athletic trainers who are Contractor's employees in accordance with the provisions of Article V of this Contract.

#### XIII. PROPOSALS

The proposal documents, including the Invitation to Submit Proposal, Instructions to Proposers and all appendices executed by Contractor, dated July 24, 2020 (the "Proposal") are specifically incorporated into this Contract and attached as Exhibit C.

XIV. MISCELLANEOUS

- A. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- B. This Contract and all Exhibits attached hereto constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- C. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.
- D. This Contract may be modified only by a written instrument executed by authorized representatives of the Board and the Contractor.
- E. Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

To Board:

Montville Board of Education  
800 Old Colchester Road  
Oakdale, CT 06370  
Attention: Kathy Lamoureux

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

- F. No failure by Board to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives at OAKDALE, CONNECTICUT, the \_\_\_\_ day of \_\_\_\_\_, 2020.

CONTRACTOR

MONTVILLE BOARD OF  
EDUCATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

MONTVILLE BOARD OF EDUCATION

**EXHIBIT C**

**AFFIRMATIVE ACTION AND HARRESSMENT POLICY**

The Proposer acknowledges receipt of the Board's policy and agrees to comply with the Board's policy.

_____	_____
Date	Signed (Name/Title of Company Officer)
_____	_____
Telephone Number	Street Address
_____	_____
Fax Number	City/State/Zip

## **Vision – Goals – Objectives**

### **Nondiscrimination**

The Board of Education, in compliance with federal and state law, affirms its policy of equal educational opportunity for all students and equal employment opportunity for all persons.

### **Nondiscrimination in School and Classroom Practices**

It is the policy of the District to provide equal opportunity for all students to achieve their maximum potential through the programs offered in all District schools regardless of race, color, age, creed, religion, gender, sexual orientation, gender identity or expression, ancestry, national origin or disability.

The District shall provide to all students without discrimination, course offerings, counseling, assistance, employment, athletics and extracurricular activities. The District shall provide equal access to the Boy Scouts and other designated youth groups. The District shall make reasonable accommodations for identified physical and mental impairments that constitute disabilities, consistent with federal and state statutes and regulations.

Students and third parties who have been subject to discrimination are encouraged to promptly report such incidents to the District's Compliance Officer.

All complaints of discrimination shall be investigated promptly. Corrective action must be taken when allegations are substantiated. Confidentiality of all parties shall be maintained, consistent with the District's legal and investigative obligations.

Neither reprisals nor retaliation shall occur as a result of good faith charges of discrimination.

### **Nondiscrimination in Employment/Contract Practices**

It is the Board's policy to provide all persons equal access to all categories of employment in this District regardless of race, color, age, creed, religion, gender, gender identity or expression, sexual orientation, ancestry, national origin, marital status, mental or physical disability, genetic information, status as a Veteran or any other basis prohibited by Connecticut state and/or federal laws. The District shall make reasonable accommodations for identified physical and mental impairments that constitute disabilities, consistent with federal and state statutes and regulations.

Employees and third parties who have been subject to discrimination are encouraged to promptly report such incidents to the District's Compliance Officer.

All complaints of discrimination shall be investigated promptly. Corrective action must be taken when allegations are substantiated. Confidentiality of all parties shall be maintained, consistent with the District's legal and investigative obligations.

Neither reprisals nor retaliation shall occur as a result of good faith charges of discrimination.

## Vision – Goals – Objectives

### Nondiscrimination

#### Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Board designates the Assistant Superintendent as the District's Compliance Officer.

The Compliance Officer shall publish and disseminate this policy and complaint procedure annually to students, parents, employees and the public. Nondiscrimination statements shall include the position, office address and telephone number of the Compliance Officer.

The Compliance Officer is responsible to monitor the implementation of nondiscrimination procedures in the areas listed.

#### School and Classroom Practices:

1. **Curriculum and Materials:** Review curriculum guides, textbooks and supplementary materials for discriminatory bias.
2. **Training:** Provision of training for students and staff to identify and alleviate problems of nondiscrimination.
3. **Student Access:** Review of programs, activities and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.
4. **District Support:** Assure that like aspects of the school program receive like support as to staffing, compensation, facilities, equipment and related matters.
5. **Student Evaluation:** Review of tests, procedures and guidance and counseling materials for stereotyping and discrimination.

#### Employment/Contract Practices

1. Development of position qualifications, job descriptions and essential job functions.
2. Recruitment materials and practices.
3. Procedures for screening, interviewing and hiring.
4. Promotions.
5. Disciplinary actions, up to and including terminations.

The Building Principal or his/her designee shall be responsible to complete the following duties when receiving a complaint of discrimination:

1. Inform the student, employee or third party of the right to file a complaint and the complaint procedures.

Vision – Goals – Objectives

**Nondiscrimination**

**Delegation of Responsibility**

**Employment/Contract Practices (continued)**

2. Inform the student complainant that he/she may be accompanied by a parent/guardian during all steps of the complaint procedure.
3. Notify the complainant and the accused of the progress at appropriate stages of the procedure.
4. Refer the complainant to the Compliance Officer if the Building Principal is the subject of the complaint.

**Complaint Procedure –Student/Employee/Third**

**Party Step 1 – Reporting**

A student, employee or third party who believes he/she has been subject to conduct that constitutes a violation of this policy is encouraged to report the incident immediately to the Building Principal.

A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the Building Principal.

If the Building Principal is the subject of the complaint, the student, employee or third party shall report the incident directly to the Compliance Officer.

The complainant is encouraged to use the report form available from the Building Principal, but oral complaints shall be acceptable.

**Step 2 – Investigation**

Upon receiving a complaint of discrimination, the Building Principal shall immediately notify the Compliance Officer, who shall then authorize the Building Principal to investigate the complaint, unless the Building Principal is the subject of the complaint or is unable to conduct the investigation.

The investigation may consist of individual interviews with the complainant, the accused and others with knowledge relative to the incident. Other information and materials relevant to the investigation may also be evaluated.

The obligation to conduct this investigation shall not be negated by the fact that a criminal investigation is pending or has been concluded.

## **Vision – Goals – Objectives**

### **Nondiscrimination**

#### **Complaint Procedure –Student/Employee/Third Party (continued)**

##### **Step 3 – Investigative Report**

The Building Principal shall prepare a written report within fifteen (15) days, unless additional time to complete the investigation is required. The report shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual and whether it is a violation of this policy, and a recommended disposition of the complaint.

Copies of the report shall be provided to the complainant, the accused and the Compliance Officer.

##### **Step 4 – District Action**

If the investigation results in a finding that the complaint is factual and constitutes a violation of this policy, the District shall take prompt, corrective action to ensure that such conduct ceases and will not reoccur.

Disciplinary actions, in the case of students, shall be consistent with the school disciplinary practices, Board policies, administrative regulations, and state and federal laws.

Disciplinary actions, in the case of employees and third parties, shall be consistent with the Board policies, administrative regulations, state and federal laws, and applicable collective bargaining unit agreements.

##### **Step 5 - Appeal Procedure**

The complainant, if not satisfied with a finding of no violation of the policy or with the corrective action recommended in the investigative report, he/she may submit a written appeal to the Compliance Officer within fifteen (15) days.

The Compliance Officer shall review the investigation and the investigative report and may conduct an investigation.

The Compliance Officer shall prepare a written response to the appeal within fifteen (15) days. Copies of the response shall be provided to the complainant, the accused and the Building Principal who conducted the initial investigation.

## Vision – Goals – Objectives

### Nondiscrimination

#### Complaint Procedure – Student/Employee/Third Party (continued)

(cf. 4111 – Recruitment and Selection)  
(cf. 4111.1/4211.1 – Affirmative Action)  
(cf. 4118.11 – Nondiscrimination)  
(cf. 4118.113/4218.113 – Harassment)  
(cf. 5145.4 – Nondiscrimination)  
(cf. 5145.5 – Sexual Harassment)  
(cf. 5145.51 – Peer Sexual Harassment)  
(cf. 5145.52 – Harassment)  
(cf. 5145.6 – Student Grievance Procedure) (cf.  
6121 – Nondiscrimination)  
(cf. 6121.1 - Equal educational Opportunity)

Legal Reference: Title VII, Civil Rights Act, 42 U.S.C. 2000e, et seq.  
29 CFR 1604.11, EEOC Guidelines on Sex Discrimination.  
Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq. Boy  
Scouts of America Equal Access Act  
34 CFR Section 106.8(b), OCR Guidelines for Title IX.  
Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62,  
#49, 29 CFR Sec. 1606.8 (a0 62 Fed Reg. 12033 (March 13, 1997) and 66  
Fed. Reg. 5512 (January 19, 2001)  
The Americans with Disabilities Act as amended by the ADA  
Amendments Act of 2008  
*Meritor Savings Bank. FSB v. Vinson*, 477 U.S. 57 (1986)  
*Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June  
26,1998)  
*Gebbser v. Lago Vista Indiana School District*, No. 99-1866, (U.S.  
Supreme Court, June 26,1998)  
*Davis v. Monro County Board of Education*, No. 97-843, (U.S. Supreme  
Court, May 24, 1999.)  
The Vietnam Era Veterans’ Readjustment Act of 1974, as amended, 38U.S.C.  
§4212

## Vision – Goals – Objectives

### Nondiscrimination

Legal Reference (continued)

Title II of the Genetic Information Nondiscrimination Act of 2008 Connecticut General Statutes

46a-51 Definitions

46a-58 Deprivation of rights. Desecration of property. Placing of burning cross or noose on property. Penalty. (as amended by PA 17-127)

46a-60 Discriminatory employment practices prohibited.

10-15c Discrimination in public schools prohibited. School attendance by five-year olds. (Amended by P.A. 97-247 to include “sexual orientation” and P.A. 11-55 to include “gender identity or expression”)

10-153 Discrimination on account of marital status. (as amended by PA 11-55 to include “gender identity or expression”)

17a-101 Protection of children from abuse.

*Meacham v. Knolls Atomic Power Laboratory* 128 S.Ct. 2395, 76 U.S.L.W. 4488 (2008)

*Federal Express Corporation v. Holowecki* 128 S.Ct. 1147, 76 U.S.L.W. 4110 (2008)

*Kentucky Retirement Systems v. EEOC* 128 S.Ct. 2361, 76 U.S.L.W. 4503 (2008)

*Sprint/United Management Co. v. Mendelsohn* 128 S.Ct. 1140, 76 U.S.L.W. 4107 (2008)

Policy adopted: September 19, 2019

MONTVILLE PUBLIC SCHOOLS  
Montville, Connecticut

**REPORT FORM FOR COMPLAINTS OF DISCRIMINATION**

Complainant: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
School building: \_\_\_\_\_  
Date of Alleged Incident(s): \_\_\_\_\_

Alleged harassment was based on: (Check all that apply.)

- |                                   |                                     |   |  |
|-----------------------------------|-------------------------------------|---|--|
| <input type="checkbox"/> Race     | <input type="checkbox"/> Color      | <input type="checkbox"/> National Origin    | <input type="checkbox"/> Gender Identity or Expression |
| <input type="checkbox"/> Gender   | <input type="checkbox"/> Disability | <input type="checkbox"/> Religion           | <input type="checkbox"/> Status as a Veteran           |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Age        | <input type="checkbox"/> Sexual Orientation |  |

Name of person you believe violated the District's nondiscrimination policy:  
\_\_\_\_\_

If the alleged discrimination was directed against another person, identify the other person:  
\_\_\_\_\_

Describe the incident as clearly as possible, including any verbal statements (i.e., threats, derogatory remarks, demands, etc.) and any actions or activities. Attach additional pages if necessary:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When and where incident occurred: \_\_\_\_\_

List any witnesses who were present: \_\_\_\_\_  
\_\_\_\_\_

This complaint is based on my honest belief that \_\_\_\_\_ has discriminated against me or another person. I certify that the information provided in this complaint is true, correct and complete to the best of my knowledge.

Complainant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Received By \_\_\_\_\_

Date \_\_\_\_\_

**MONTVILLE PUBLIC SCHOOLS  
Montville, Connecticut**

**Non-Discrimination Notice**

The Montville Public Schools does not discriminate on the basis of a disabling condition as it applies under Section 504 of the Rehabilitation Act of 1973.

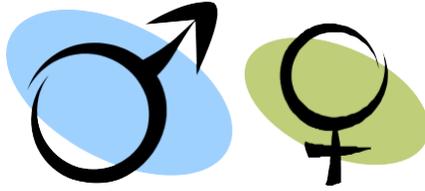
The Montville Public Schools does not discriminate on the basis of race, color, religion, national/ethnic origin, age, sex, sexual orientation, gender identity or expression, Veteran status, or disability in its programs, activities, and employment practices. Equal access is provided to the Boy Scouts and other designated youth groups.

The following individuals are coordinators for Title IX (sex discrimination), Title VI (race, creed and color) and Section 504 (disabled):

**Title IX and Title VI: Dianne Vumback, Assistant Superintendent 860-848-1228**

**Section 504: Paula LaChance, Director of Special Services 860-848-1228**

# Harassment Is ILLEGAL



**SEXUAL HARASSMENT IS PROHIBITED** based on Federal Law - Title IX of the Education Amendments of 1972, and State Law – Sec. 10-15c. Harassment based on sexual orientation is also protected under State Law – Sec. 10-15c.

**FOR STUDENTS:** Sexual harassment is **unwanted and unwelcome** behavior of a sexual nature which interferes with a student’s right to learn, study, work, achieve, or participate in school activities in a comfortable and supportive atmosphere. You have a right to participate in all school and classroom activities in an atmosphere free from sexual harassment. You have a responsibility not to engage in sexual behaviors that are unwelcome or offensive to others.

**Examples of Sexual Harassment** include: unwelcome sexual advances, suggestive or lewd remarks, unwanted hugs, touches, kisses; requests for sexual favors; retaliation for complaining about sexual harassment, derogatory or pornographic posters, cartoons or drawings.

**If you have questions or believe that you or others are being harassed, contact:**

<b>District Title IX Coordinator:</b>
Office Address:
Telephone number:
Email Address:

<b>Building Title IX Coordinator:</b>
Office Address:
Telephone number:
Email Address:

**You may also contact:** The Connecticut Commission on Human Rights and Opportunities (CHRO), 21 Grand Street, Hartford, CT 06106 (Tel: 860-541-3400 or 800-477-5737) Connecticut law requires that a formal complaint be filed with the Commission within 180 days of the date under which the alleged harassment occurred.

**You may also contact:** Office for Civil Rights, U.S. Department of Education, 8th Floor, 5 Post Office Square, Boston, MA 02109-3921, Telephone: 617-289-0111, FAX: 617-289-0150; TDD: 877-521-2172

**Email:** [OCR.Boston@ed.gov](mailto:OCR.Boston@ed.gov), **Filing complaints electronically:**  
<http://www.ed.gov/about/offices/list/ocr/complaintintro.html>.

**Sexual harassment** is not limited to prohibited behavior by a male toward a female, or by a supervisory employee toward a non-supervisory employee, or a teacher to a student. The victim does not have to be the opposite sex of the harasser. Harassment may be student to student, teacher to student, student to teacher or teacher to teacher. The gender of the complainant and/or the alleged harasser is irrelevant, even if they are of the same gender. Sexual harassment based on sexual orientation or gender identity is also prohibited under State Law.

► ***What should I do if I believe I am being sexually harassed?***

- Find out about your school or school district's policy and procedures for handling sexual harassment issues. Follow those procedures.
- Take action and get help when needed. Ignoring sexual harassment is not an effective way to stop it.
- Whenever possible, tell the harasser verbally or in writing, what the specific behaviors are that you find offensive. Ask him or her to stop.
- Report the offensive behaviors to a teacher, counselor, Title IX coordinator, or school administrator.
- Keep a detailed record of the harassing behavior to share with school officials who investigate your complaint.
- If not satisfied with the resolution of your concerns, contact one of the appropriate organizations listed.

**The victim** does not have to be the person to whom the unwelcome sexual conduct is directed; the victim may be someone who is a witness to and personally offended by such conduct although directed toward another. Sexual harassment is unwelcome conduct that is personally offensive, lowers morale, and interferes with educational performance. This unwelcome sexual behavior is defined from the perspective of the victim, not the harasser.

► ***Where to Get Help***

- **State Title IX Coordinator:** Dr. William A. Howe, Connecticut State Department of Education, 165 Capitol Ave., Hartford, CT 06106 (860-713-6752)  
Email: [william.howe@ct.gov](mailto:william.howe@ct.gov)
- **Permanent Commission on the Status of Women (PCSW)** 18-20 Trinity Street, Hartford, CT 06106 (860-240-8300)  
<http://www.cga.state.ct.us/PCSW/>
- **Connecticut Women's Education and Legal Fund (CWEALF)**  
75 Charter Oak Avenue, Suite 1-300, Hartford,



## PERSONNEL

4118.112

### Harassment

It is the policy of the Montville Board of Education to comply fully with all requirements of state and federal law. The Board strives to provide a safe, positive working climate for its employees. Therefore, harassment, in any form, will not be tolerated in this District. This policy applies to all students, staff members, Board members, parents, vendors, contracted individuals, volunteers, other employees and other visitors who are on District grounds or property or on property within the jurisdiction of the District; on buses operated by or for the District; while attending or engaged in District activities; and while away from District grounds if the misconduct directly affects the good order, efficient management, and welfare of the District.

Accordingly, employees, students, and others are expected to adhere to a standard of conduct that is respectful and courteous to fellow employees and students and to the public. For purposes of this policy, harassment consists of verbal, written, graphic, or physical conduct relating to an individual's race, color, religion, sex, national origin/ethnicity, physical attributes or disability, parental or marital status, sexual orientation, or age when such conduct /harassment:

1. is sufficiently severe, persistent or pervasive that it affects an individual's ability to participate in or benefit from an educational program or activity or creates an intimidating, threatening or abusive educational environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work performance;
3. otherwise adversely affects an individual's employment opportunities.

Harassment as set forth above may include, but is not limited to:

- verbal, physical or written intimidation or abuse;
- repeated remarks of a demeaning or condescending nature; or
- repeated demeaning jokes, stories, or activities directed at the individual.

For purposes of this policy, sexual harassment shall consist of unwelcome sexual advances, direct or indirect demands or requests for sexual favors; and other inappropriate verbal, written, graphic or physical conduct of a sexual nature when:

1. acceptance of such conduct is made either explicitly or implicitly a term or condition of an individual's continued employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; and

Connecticut General Statutes: 46a-60 Discriminatory employment practices prohibited.

Constitution, of the State of Connecticut, Article I, Section 20

*Meritor Savings Bank. FSB v. Vinson*, 477 U.S. 57 (1986)

*Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June 26, 1998)

Policy Adopted; 11/17/92

Revised: 6/16/09

MONTVILLE BOARD OF EDUCATION

**EXHIBIT D**

**REFERENCE CHECK**

Please provide three (3) references (a board of education or a town):

1. \_\_\_\_\_  
Name of Board of Education or Town

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Period of Contract

2. \_\_\_\_\_  
Name of Board of Education or Town

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Period of Contract

4. \_\_\_\_\_  
Name of Board of Education or Town

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Period of Contract

MONTVILLE BOARD OF EDUCATION

**EXHIBIT E**

**NON-COLLUSION STATEMENT**

The undersigned hereby declares that this Proposal is made without any connection with any other person or person making any proposal for the same items, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom.

SIGNED: \_\_\_\_\_

\_\_\_\_\_  
Proposer's Name:

BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date

STATE OF CONNECTICUT:

COUNTY OF:

Subscribed and Sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public