



**CONSOLIDATED  
SCHOOL DISTRICT  
— OF —  
NEW BRITAIN**

**NEW BRITAIN BOARD OF EDUCATION  
SPECIAL MEETING**

**June 13, 2023 – 6:00 PM | NEW BRITAIN EDUCATIONAL ADMINISTRATION CENTER**



## NOTICE OF MEETING

TO: New Britain Board of Education Members  
Mayor Erin Stewart  
Mr. Mark H. Bernacki, Town and City Clerk  
New Britain Common Council Members

DATE: June 12, 2023

RE: Special Meeting of the New Britain Board of Education

**The following Special Meeting will be held:**

- **A Special Meeting of the New Britain Board of Education** will be held on Tuesday, June 13, 2023 at 6:00 PM at the New Britain Educational Administration Center, located at 272 Main Street in New Britain, Connecticut.

*Members of the public may attend meeting in person or view a live broadcast of the proceedings online via the livestream link:*

<https://www.csdnb.org/board/>

The agenda can be found on the Board of Education website:

<https://www.csdnb.org/board/BOE-2023-Meetings-Documents-Calendar.php>





CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN

## New Britain Board of Education | Special Board Meeting

June 13, 2023 – 6:00 PM | New Britain Educational Administration Center

Members of the public may attend meeting in person or view a live broadcast of the proceedings online via the livestream link:

<https://www.csdnb.org/board/>

### 1. Call to Order and Opening

- A. Meeting Called to Order
- B. Roll Call of Members

### 2. New Business

- A. Partnerships: Accept Grant from Travelers Foundation to Support Career Competency and Skill Attainment Through the Implementation of Work Based Learning Experiences (\$95,000.00)  
Submitted by Ms. Sondra Sanford | Page 4
- B. Operations: Review & Approve Contract Between CSDNB and Pope John Paul School for Continued Use as Swing Space During School Renovations (Year 1: \$72,000.00, Year 2: \$132,000.000)  
Submitted by Dr. Tony Gasper | Funding Source: Local Budget 1010-911-25900-54400 | Page 7
- C. Operations: Delegate Summer Authority  
Submitted by Dr. Tony Gasper | Page 26
- D. Operations: Discussion and Possible Action on the Board of Education Budget for 2023-2024  
Submitted by Dr. Tony Gasper

### 3. Closing and Adjournment

- A. Other Business Allowed by Law
- B. Adjournment



## CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN

---

### Board Memorandum

Submitted by Sondra Sanford () for approval at the Regular Board Meeting on June 13, 2023.  
Senior Leadership Sponsor: Tyrone Richardson Staff Presenter: Tyrone Richardson - Sondra Sanford

#### Type of Memorandum

Grant Acceptance

#### Background and Purpose/Rationale

Travelers Foundation accepts grant applications exclusively for Hartford, Connecticut and St. Paul, Minnesota, primarily for project, program and operating support and for limited capital opportunities in the following area: Academic & Career Success.

Through the development of four academies: The Academy of Business & Finance (AoBF), The Academy of Health & Sciences (AoHS), The Academy of Public Service (AoPS) and The Academy of Manufacturing, Engineering & Technology (AoMET), the district improves academic and career success for New Britain's underrepresented students by providing the tools necessary to develop and exercise the vital skills and competencies requested in today's working society. Through support provided by Travelers EDGE, students gain opportunities for academic enhancements and valuable resources, better preparing them for the competitive workforce field upon graduation.

The Academies focus on career competency and skill attainment via the implementation of work based learning experiences. Students participate in workshops to learn about resume writing, personal branding, interviewing skills, professionalism, and ethics. Work in career competency attainment is crucial for student placement in more extensive work based learning activities to include job shadowing and paid internships. After school support, and partnerships established help provide ongoing assistance for students who need it. Implementing smaller learning communities allows for individualized whole child education so students can be better prepared for, and positively contribute to, a profoundly different future.

The District collaborates with community partners creating internship opportunities and summer youth employment for the continuity in career competencies and skill attainment.

Traveler's Foundation has awarded New Britain School District \$95,000 for:

Work Based Learning Coordinator: \$88,120

\* WBL Coordinator to work with academy students and community partners to create partnerships and relationships that provide opportunities for students in 9th grade career awareness, 10th grade job shadow/career exploration and 11th and 12th grade compensated internship and career preparedness.

\* In addition, this position will be responsible for ensuring that all students attending the four academies follow our 3-4 year work based sequential learning plan.

Student Transportation: \$1,480.00

\* Provide transportation for students to travel to local industry partners or universities.

\* 4 trips a year at approx. \$370 each \$1,480.00

Employer Training and Development Services: \$4,400.00

\* 2 Academy staff attend NAFNext experiential training for embedding 21st century skills and Career Readiness skills into existing curriculum-develop and modify curriculum to embed career readiness and skill attainment.

Scholarships for graduating students: \$1,000

## Financial Information

The total grant is \$95,000

## Committee Review

N/A

[Travelers Grant - Donation - Sondra Sanford.pdf](#)

TRAVELERS

TRAVELERS FOUNDATION  
1 TOWER SQUARE 3GS  
HARTFORD, CT 06183  
00-TRF-0000028772-

-0200 -00935 AP

TRAVELERS 



80107000935001237

CONSOLIDATED SCHOOL DISTRICT OF NEW  
BRITAIN\*  
ATTN: SONDR A SANDFORD  
272 MAIN STREET  
NEW BRITAIN CT 06051-2203

FORMAT: 900  
DATE: 05/24/2023  
PAYEE: TRF-0000028772  
CHECK NO: 0007369755  
AMOUNT: \$\*\*\*\*\*95,000.00

FOR PAYMENT INFORMATION  
PHONE: 1-860-277-4506

REFERENCE NO.	DATE	VOUCHER	GROSS AMT	NET AMOUNT
202300089	05/19/23	02136243	95000.00	95000.00

DETACH HERE

(CPPCHECK) PAGE SEQ 01237

THIS DOCUMENT HAS A RED BACKGROUND - BORDER CONTAINS MICRO PRINTING AND AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

CHECK NUMBER 0007369755

DATE 05/24/2023

FORMAT 900

TRAVELERS

00-TRF-0000028772- -0200 -00935 AP

CITIBANK N.A.  
USA  
New Castle DE 19720  
62-20/311

FOR PAYMENT INFORMATION PHONE: 1-860-277-4506

PAY Ninety-five thousand dollars and Zero cents\*\*\*\*\*

\$\*\*\*95,000.00\*\*\*\*

PAY TO THE ORDER OF CONSOLIDATED SCHOOL DISTRICT OF NEW  
BRITAIN\*  
ATTN: SONDR A SANDFORD  
272 MAIN STREET  
NEW BRITAIN CT 06051-2203

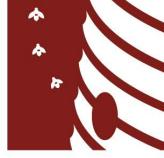
*Douglas H. Russell*

AUTHORIZED SIGNATURE

6

0007369755 031100209

38618885



## CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN

---

### Board Memorandum

Submitted by Tony Gasper ( ) for approval at the Regular Board Meeting on June 13, 2023.

Senior Leadership Sponsor: Tony Gasper Staff Presenter: Tony Gasper

#### Type of Memorandum

Contract Approval

#### Background and Purpose/Rationale

Per the Board's request, I contacted the owner's representative for Pope John Paul School. The purchasing credit mentioned in item 6.01(d) of the contract has been updated. The owners agreed to increase this amount from \$500,000 to \$800,000.

Leasing agreement to continue to use Pope John Paul School as swing space during school renovations.

#### Financial Information

The total is \$72,000 a year one. \$132,000 year two. and the funding source is Local budget: 1010-911-25900-54400.

#### Committee Review

N/A

[Pope John Paul lease - revision 6.9.23 - for Board of Ed - Anthony Gasper.pdf](#)

## REAL ESTATE LEASE

### ARTICLE ONE: BASIC TERMS

This Article One contains the Basic Terms of this Lease between the Landlord and Tenant named below. Other Articles and Sections of the Lease referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

- Section 1.01. Date of Lease: May \_\_\_\_, 2023
- Section 1.02. Landlord: The Church of the Holy Cross, New Britain  
Notice Address of Landlord: 31 Biruta Street  
New Britain, CT 06053
- Section 1.03. Tenant: The Consolidated School District of  
The City of New Britain
- Section 1.04. Property: 221 Farmington Avenue, New Britain,  
Connecticut 06053
- Section 1.05. Demised Premises: The Property, including the St. John Paul II  
school building, grounds and the fenced  
parking lot to the rear of the Building.
- Section 1.06. Lease Term: Beginning July 1, 2023 and ending on June  
30, 2025, unless either extended pursuant to  
the terms of Section 2.02 hereof or earlier  
terminated.
- Section 1.07. Permitted Uses: For educational facility use for ages  
kindergarten through 5<sup>th</sup> grade, general office  
use and related purposes.
- Section 1.08. Rent and Other Charges Payable by Tenant:
- (a) Base Rent: \$72,000 per annum for the period of 7/1/23  
to 6/30/24, payable in equal monthly  
installments of \$6,000.00;
- \$132,000.00 per annum, for the period of  
7/1/24 to 6/30/26, payable in  
equal monthly installments of \$11,000.00.
- (b) Other Periodic Payments: Utilities (See Section 4.03) and other  
additional charges referenced in Article  
Four hereof.



Section 1.09. Brokers: None

## **ARTICLE TWO: LEASE TERM**

### Section 2.01. Lease of Demised Premises for Lease Term.

Landlord leases the Demised Premises to Tenant and Tenant leases the Demised Premises from Landlord for the Lease Term. The Lease Term is for the period stated in Section 1.06 above, unless renewed in accordance with Section 2.02 below or unless sooner terminated. The “Rent Commencement Date” for Base Rent shall mean July 1, 2023.

### Section 2.02 Renewal Term.

Tenant shall have the option to renew this Lease for one additional twelve (12) month term on at least thirty (30) days’ prior notice to Landlord; provided that the Tenant is not in Default at the time of renewal. The terms of this Lease shall apply to the renewal term.

### Section 2.03. Holding Over.

Tenant shall vacate the Demised Premises upon the expiration or earlier termination of this Lease. If Tenant does not vacate the Demised Premises upon the expiration or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant, Tenant’s occupancy of the Demised Premises shall be a “month-to-month” tenancy, subject to all of the terms of this Lease, except as to rent which shall be one hundred ten percent (110%) of the Rent payable for the month immediately preceding such expiration or termination. Tenant agrees to indemnify and hold Landlord harmless from and against any and all damages sustained and liabilities incurred by Landlord as a result of Tenant’s continued occupancy of any part of the Demised Premises beyond the expiration or termination of this Lease. This subparagraph shall not limit or modify any other rights or remedies of Landlord under this Lease or otherwise.

## **ARTICLE THREE: BASE RENT**

### Section 3.01. Time and Manner of Payment.

Tenant shall pay Landlord the Base Rent in the amount stated in Section 1.08(a) above beginning on the Rent Commencement Date (July 1, 2023). On the Rent Commencement Date and on the first day of each month thereafter, Tenant shall pay Landlord the Base Rent, in advance, without offset, deduction or prior demand. The Base Rent shall be payable at Landlord’s address or at such other place as Landlord may designate in writing.

If Tenant shall fail to pay any rental payment provided herein within 10 days after the due date, then Tenant shall pay as additional rent a late charge of One Hundred Dollars (\$100.00) per month or portion of month thereof for each month after due date.

## **ARTICLE FOUR: OTHER CHARGES PAYABLE BY TENANT**

#### Section 4.01. Additional Rent.

Except for Base Rent, all monies required to be paid by Tenant hereunder shall be considered additional rent (“Additional Rent”).

Tenant shall pay (a) the cost of maintenance and repair of the following (subject to Section 6.02): (i) all interior and exterior elements of the building, including the parking lot (provided, however, maintenance and repair of the parking lot shall be subject to the provisions of 6.03); (ii) all electrical, plumbing, HVAC and other utility systems and lines serving the Demised Premises; (iii) exterior lighting; and (b) all refuse disposal, janitorial services and security services for the Demised Premises.

Notwithstanding the foregoing, operating expenses to be paid by Tenant shall not include costs incurred under Section 6.02 and any premium for any insurance policy maintained by Landlord, which are to be at the sole cost and expense of the Landlord.

#### Section 4.02. Real Property Taxes.

Landlord and Tenant acknowledge that the Demised Premises is presently exempt from Real Property Taxes, and Tenant shall continue to maintain the tax exemption of the Property throughout the Lease Term hereof. In the event the Property or any portion thereof becomes subject to Real Property Taxes as a result of this Lease, Tenant shall pay said taxes when due and Tenant shall indemnify and save the Landlord harmless with regard to said taxes for each Grand List for which property taxes are due, as well as any interest, penalties or other expenses connected with same. “Real Property Tax” means: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Property; (ii) any tax on the Landlord’s right to receive, or the receipt of, rent or income from the Demised Premises or against Landlord’s business of leasing the Demised Premises; (iii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Demised Premises by any governmental agency; (iv) any tax imposed upon this Lease or based upon a reassessment of the Demised Premises due to this Lease; and (v) any charge or fee replacing a tax previously included within the definition of Real Property Tax. “Real Property Tax” does not, however, include Landlord’s federal or state income, franchise, inheritance or estate taxes.

#### Section 4.03. Utilities.

Tenant agrees to pay all utilities for the Demised Premises during the Lease Term. To the extent possible, Tenant shall arrange for all utilities to be billed directly to Tenant by the respective utility, and Tenant pay directly to the appropriate supplier the cost of all services supplied to the Demised Premises.

#### Section 4.04. Insurance Policies.

(a) Liability Insurance. During the Lease Term, Tenant shall maintain a policy of commercial general liability insurance (sometimes known as broad form comprehensive general liability insurance) insuring Tenant against liability for bodily injury, property

damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Demised Premises. Tenant shall name Landlord as additional insured under such policy. The initial amount of such insurance shall be Two Million Dollars (\$2,000,000) per occurrence. The liability insurance obtained by Tenant under this Section 4.04(a) shall (i) be primary and non-contributing and (ii) contain cross-liability endorsements. Landlord may also obtain commercial general liability insurance in an amount and with coverage determined by Landlord, insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Demised Premises and the Property. The policy obtained by Landlord shall not be contributory and shall not provide primary insurance.

(b) Worker's Compensation Insurance. During the Lease Term, Tenant shall maintain a policy of Worker's Compensation Insurance (including employee's Liability Insurance) in the statutory amount covering all employees of Tenant employed at or performing services at the Demised Premises, in order to provide the statutory benefits required by the laws of the state in which the Demised Premises is located.

(c) Property and Rental Income Insurance. During the Lease Term, Landlord shall maintain at Landlord's expense policies of insurance covering loss of or damage to the building on the Property in the full amount of its replacement value. Landlord shall have the right to obtain flood and earthquake insurance at Landlord's discretion or if required by any lender holding a security interest in the Demised Premises. Landlord shall not obtain insurance for Tenant's fixtures or equipment installed by Tenant on the Demised Premises. Tenant shall not do or permit anything to be done which invalidates any such insurance policy.

(d) General Insurance Provisions

- (i) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days written notice prior to any cancellation or modification of such coverage.
- (ii) If Tenant fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time or if any such policy is cancelled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord, as Additional Rent, the cost of such insurance within thirty (30) days after receipt of a statement that indicates the cost of such insurance.
- (iii) Tenant shall maintain all insurance required under this Lease with companies licensed in the state of Connecticut. Landlord and Tenant acknowledge the insurance markets are rapidly changing and that insurance in the form and amounts described in this Section 4.04 may not be available in the future. If any time during the Lease Term, Tenant is unable to maintain the insurance required under the Lease, Tenant shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Tenant's type of business, as that coverage may change from time to time. Tenant may obtain any additional property or liability insurance which Tenant deems necessary.

- (iv) Tenant waives any and all rights of recovery against Landlord, or against the officers, employees, agents or representatives of Landlord, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) or such loss or damage is required to be covered by the terms of this Lease (whether or not actually in force) at the time of such loss or damage. Upon obtaining the required policies of insurance, Tenant shall give notice to the insurance carriers of this waiver or subrogation.
- (v) Landlord does not waive any right of recovery against Tenant for damages that are covered by the parish's property insurance coverage.

## **ARTICLE FIVE: USE OF PROPERTY**

### Section 5.01. Permitted Uses.

Subject to the reservations respecting Landlord's use described in section 5.05, Tenant may use the Demised Premises for the Permitted Uses set forth in Section 1.07 above.

### Section 5.02. Manner of Use.

Tenant shall not cause or permit the Demised Premises to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, including a Certificate of Occupancy, if required for Tenant's occupancy of the Demised Premises and shall take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the Demised Premises or Tenant's business or operations.

### Section 5.03. Hazardous Materials.

As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effect on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Demised Premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord, except for small amounts customarily used by similarly situated tenants and in full compliance with law. Landlord shall be entitled to take into account such other factors as Landlord may reasonably determine to be relevant in determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent

to the installation or use of any storage tanks on the Property. Tenant shall provide all information requested from time to time by Landlord, or by any enforcement agency, including but not limited to, the Connecticut Department of Environmental Protection within a reasonable time. Tenant shall execute and deliver any document reasonably required in order to comply with any Environmental Law within a reasonable time. Tenant shall promptly deliver to Landlord copies of all written notices made by Tenant to, or received by Tenant from, any enforcement agency or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Materials at the Demised Premises.

#### Section 5.04. Signs.

Tenant shall not place any signs on the Property without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, denied or delayed.

The Landlord covenants that it has removed or will have removed all religious signage, other imagery, artifacts and/or decorations from the Demised Property. In the event other religious signage, other imagery, artifacts and/or decorations need to be removed (in Tenant's reasonable discretion), the Landlord will remove them at its sole cost and expense. Prior to the execution of this Lease, Tenant shall identify in writing all of such signage, imagery, artifacts, and/or decorations that Tenant wishes to have removed.

#### Section 5.05. Landlord's Use and Access.

(a) Landlord reserves the right to use and access the Demised Premises for purposes of utilizing the Demised Premises for its religious education and/or parish sponsored programs. Such use shall occur only after reasonable prior notice to Tenant and exclusively (i) on weekends, (ii) during periods when school or any after school program is not in session, or (iii) on weeknights after 6:00 pm. Landlord shall be required to restore the area to the same condition as prior to Landlord's use.

(b) Landlord or its agents may enter the Demised Premises at all reasonable times (i) to show the Demised Premises to potential buyers, investors or tenants or other parties, (ii) to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material or (iii) for any other purpose Landlord deems reasonably necessary. Landlord shall give Tenant reasonable prior notice of such entry, except in the case of an emergency.

#### Section 5.06. Quiet Possession.

If Tenant pays the rent and complies with the terms of this Lease, Tenant may occupy and enjoy the Demised Premises for the full Lease Term, without hindrance or molestation by Landlord or its agents or employees and Landlord shall defend the use and occupancy by Tenant against the lawful claims of all persons whatsoever.

#### Section 5.07 Landlord's Representations and Warranties.

(a) Landlord makes the following representations, warranties and covenants to Tenant:

(i) Landlord has good right and full power to lease to Tenant the Demised Premises. Landlord has complete and full authority to execute this Lease and the execution of this Lease by the undersigned has been duly authorized in accordance with the organizational, formation or other documents governing the Landlord.

(ii) Neither the entering into of this Lease nor the consummation of the transaction contemplated hereunder will constitute or result in a violation or breach by Landlord of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order rule or regulation of any governmental or ecclesiastical authority.

(iii) The parties executing this Lease on behalf of Landlord have the full power and authority to make this Lease the legal, valid and binding obligations of the Landlord.

## **ARTICLE SIX: CONDITION OF DEMISED PREMISES; MAINTENANCE, REPAIRS AND ALTERATIONS**

### Section 6.01. Existing Conditions; Alterations, Additions and Improvements

(a) Tenant accepts the Demised Premises in its condition as of the execution of the Lease. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Demised Premises or the suitability of the Demised Premises for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Demised Premises. Landlord and Tenant acknowledge that the Tenant has inspected the Demised Premises for the purpose of determining compliance with municipal code, and that Tenant, at its sole cost and expense, shall make certain improvements to the Demised Premises in order to occupy the Demised Premises for its Permitted Use, which work may include providing handicap accessibility to all areas of the building ("Tenant's Work") pursuant to Section 6.01(c) below.

(b) Except as provided in Section 6.01(c), below, Tenant shall not make any alterations, additions, or improvements to the Demised Premises or the Property without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, denied or delayed. Tenant shall remove any alterations, additions, or improvements constructed in violation of this Section 6.01(b) upon Landlord's written request. All alterations, additions and improvements shall be done in a good and workmanlike manner in conformity with all applicable laws and regulations.

(c) Notwithstanding any provision in this Lease to the contrary, Tenant may, in its sole discretion, beginning on the date hereof (the "Tenant's Work Start Date"), undertake alterations, additions and improvements to the Demised Premises at Tenant's expense in order to modify any room space (including upgrading any building components,



including lighting, painting, doors, carpet, ceiling tiles, and cabling, and installing partitions to create multiple classroom space) for its Permitted Use.

Tenant agrees that once it has initiated any Work at the Demised Premises, it will complete it in a good and workmanlike manner at its sole cost and expense.

(d) If the Tenant shall acquire title to the Property at any time on or before the expiration of the Lease Term (including any renewal), then all costs paid by the Tenant during the Lease Term, including any renewal term, for building improvements approved by Landlord in writing (such approval not to be unreasonably withheld, conditioned or delayed) and construction costs and/or repairs related to Tenant's Work approved by Landlord in writing (such approval not to be unreasonably withheld, conditioned or delayed) shall be deducted from the purchase price up to a maximum amount of Five Hundred Thousand Dollars (\$~~8500,000.00~~) contingent upon Tenant providing written evidence of such payment and of Landlord's written approval of the Work, construction, or improvements (such approval not to be unreasonably withheld, conditioned or delayed).

#### Section 6.02. Landlord's Obligations.

Subject to the provisions of Article Seven (Damage or Destruction) and Article Eight (Condemnation), Landlord shall have no responsibility to repair, maintain or replace any portion of the Demised Premises at any time during the Lease Term, except upon the willful misconduct or negligence of Landlord, its agents or employees. Notwithstanding the foregoing, Landlord shall be responsible, at Landlord's sole cost and expense and without any reimbursement obligation by Tenant for any replacements, alterations or improvements which are capital in nature to the roof (when damage is caused by wind or weather) and the building structure (which is defined as the footings and foundations, supporting columns and load bearing exterior walls) and provided, however, that Landlord shall not be responsible for any replacements, alterations or improvements resulting from the negligence of Tenant, its agents, employees, contractors or invitees.

#### Section 6.03. Tenant's Obligations.

(a) Subject to Section 6.02, Tenant shall, at Tenant's sole expense, keep and maintain the Demised Premises including, without limitation, all improvements thereon and all plumbing and electrical systems and other fixtures and equipment, in good repair and in a clean and safe condition, and repair or replace any and all of the foregoing in a good and workmanlike manner as needed. Tenant shall, at Tenant's sole expense, replace all broken glass in the Demised Premises with glass of comparable quality within a reasonable time. It is the intention of Landlord and Tenant that, at all times during the Lease Term, Tenant shall maintain the Demised Premises in a commercially reasonable condition. Tenant shall also be responsible for maintenance of the parking lot, driveways and sidewalks (including snow removal); provided, however, Tenant shall not be obligated for and shall not reimburse Landlord for any capital repair of the parking lot.

(b) Tenant shall fulfill all of Tenant's obligations under this Section 6.03 at Tenant's sole expense. If Tenant fails to maintain, repair or replace the Demised Premises as required by this Section 6.03, Landlord may, upon ten (10) days prior notice to Tenant

(except that no notice shall be required in the case of any emergency), enter the Demised Premises and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair within thirty (30) days of demand. After thirty (30) days, interest shall accrue on such unpaid balance at the rate of ten percent (10%) per annum.

#### Section 6.04. Condition Upon Termination.

Upon termination or expiration of the Lease, Tenant shall surrender the Demised Premises to Landlord, broom clean and in the same condition as received, except for the permitted alterations described in Section 6.01 above and ordinary wear and tear. Tenant shall not be obligated to repair any damage which Landlord is required to repair under Article Seven (Damage or Destruction). In addition, Landlord may require Tenant to remove any alterations, additions or improvements (other than those listed in Section 6.01) prior to the expiration of the Lease and to restore the Demised Premises to their prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenant's business equipment which can be removed without material damage to the Demised Premises. Tenant shall repair, at Tenant's expense, any damage to the Demised Premises caused by the removal of any such equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property) without Landlord's prior written consent; any power wiring or wiring panels; lighting or lighting fixtures, wall coverings, drapes, blinds or other window coverings, carpets or other floor coverings, heaters, air conditioners or any other heating or air conditioning equipment, fencing or security gates; or other similar building operating equipment and decorations. In no event shall Landlord's consent be unreasonably withheld, conditioned, denied or delayed.

### **ARTICLE SEVEN: DAMAGE OR DESTRUCTION**

#### Section 7.01. Partial Damage to Demised Premises.

(a) Tenant shall notify Landlord in writing immediately upon the occurrence of any material damage to the Demised Premises that is the responsibility of Landlord to repair hereunder. If the Demised Premises is only partially damaged (less than 50%) and if the proceeds received by Landlord from the insurance policies described in Section 4.04(c) are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall fully repair the damage as soon as reasonably possible.

(b) If the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair that is the Landlord's responsibility to repair hereunder, or if the cause of the damage is not covered by the insurance policies which Landlord or Tenant maintains, Landlord may elect either to (i) fully repair the damage as soon as reasonable possible at Landlord's sole cost and expense, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within forty-five (45) days after receipt of notice of the occurrence of the damage



whether Landlord elects to repair the damage or terminate the Lease. Tenant shall have the right to terminate this Lease in the event the Property has not been repaired within one hundred twenty (120) days after occurrence of the damage.

(c) If the damage to the Demised Premises occurs during the last six (6) months of the Lease Term and such damage will require more than thirty (30) days to repair, either Landlord or Tenant may elect to terminate this Lease as of the date the damage occurred. The party electing to terminate this Lease shall give written notification to the other party of such election with thirty (30) days after Tenant's notice to Landlord of the occurrence of the damage, provided Landlord has not commenced repair of the damages and is not diligently undertaking the repair of the Property.

#### Section 7.02. Substantial or Total Destruction.

If the Demised Premises is substantially or totally destroyed by any cause whatsoever and in which case the insurance proceeds are insufficient to repair (i.e., the damage to the Demised Premises is greater than partial damage as described in Section 7.01), the Lease shall terminate as of the date the destruction occurred. Notwithstanding the preceding sentence, if the Demised Premises can be rebuilt within four (4) months after the date of destruction, Landlord may elect to rebuild the Demised Premises at Landlord's own expense, in which case this Lease shall remain in full force and effect. Landlord shall notify Tenant of such election with thirty (30) days after Tenant's notice of the occurrence of total or substantial destruction.

#### Section 7.03. Temporary Reduction of Rent.

If the Demised Premises is destroyed or damaged and Landlord or Tenant repairs or restores the Demised Premises pursuant to the provisions of this Article Seven, any rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant's use of the Demised Premises is impaired.

### **ARTICLE EIGHT: CONDEMNATION**

Section 8.01. Condemnation. If all or any portion of the Demised Premises is taken under the power of eminent domain or sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If (i) more than twenty percent (20%) of the floor area of the building on the Property or (ii) a material part of that portion of the parking lot being used by Tenant, is taken, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Demised Premises not taken, except that the Base Rent shall be reduced in proportion to the reduction in the floor area of the Demised Premises. Tenant may file such claims with the condemning authority as may be permitted by applicable law for removal expenses, business dislocation damages, and

moving expenses. If this Lease is not terminated, Landlord shall repair promptly any damage to the Demised Premises caused by the Condemnation.

## **ARTICLE NINE: ASSIGNMENT AND SUBLETTING**

Section 9.01 Landlord's Consent Required. No portion of the Demised Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, denied or delayed. Landlord's refusal to provide consent based on the teachings of the Church shall not be deemed unreasonable.

Section 9.02. No Release of Tenant. No transfer permitted by this Article Nine, whether with or without Landlord's consent, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of rent from any other person is not a waiver of any provision of this Article Nine. Consent to one transfer is not consent to any subsequent transfer. If Tenant's transferee defaults under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant's liability under this Lease.

## **ARTICLE TEN: DEFAULTS; REMEDIES**

Section 10.01. Covenants and Conditions. Tenant's performance of each of Tenant's obligations under this Lease is a condition of Tenant's right to continue in possession of the Demised Premises.

Section 10.02. Defaults. Tenant shall be in default under this Lease ("Default"):

(a) If Tenant abandons the Demised Premises or if Tenant vacates the Demised Premises after the Commencement Date;

(b) if Tenant fails to pay rent or any other charge within ten (10) business days of when due; or

(c) if Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30) day period and thereafter diligently pursues its completion.

Section 10.03. Remedies. On the occurrence of any Default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenant's right to possession of the Demised Premises by any lawful means, in which case this Lease shall terminate and Tenant shall surrender possession of the Demised Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's Default, including (i) any unpaid Base Rent and Additional Rent which Landlord has earned at the time of the termination; (ii) the amount by which the unpaid Base Rent and Additional Rent which Landlord would have earned after termination until such costs exceed the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iii) any other obligations Landlord incurs in maintaining or preserving the Demised Premises after such Default, the cost of recovering possession of the Demised Premises, expenses of reletting, including necessary renovation or alteration of the Demised Premises and any real estate commission paid or payable. If Tenant has abandoned the Demised Premises, Landlord shall have the option of (i) retaking possession of the Demised Premises and recovering from Tenant the amount specified in this Section 10.03(a), or (ii) proceeding under Section 10.03(b);

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Demised Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due.

(c) Pursue any other remedy nor or hereafter available to Landlord under the laws or judicial decisions of the state in which the Demised Premises is located.

## **ARTICLE ELEVEN: PROTECTION OF LENDERS**

Section 11.01. Subordination. This Lease shall be automatically subject and subordinate to any existing or future ground lease, deed of trust or mortgage encumbering the Demised Premises, any advances made on the security thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Demised Premises or the Lease. Tenant shall execute such further documents and assurance as such lender may require, provided that Tenant's obligations under this Lease shall not be increased in any material way, and Tenant shall not be deprived of its rights under this Lease. If any ground lessor, beneficiary or mortgagee elects not have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

Section 11.02. Attornment. If Landlord's interest in the Demised Premises is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall, at the election of such ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, attorn to the transferee of or successor to Landlord's interest in the Demised Premises and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Demised Premises upon the transfer of Landlord's interest.

Section 11.03. Signing of Documents. Upon written request, Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so.

Section 11.04. Estoppel Certificates. Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) this Lease is unmodified (or if modified, stating any amendments hereto); (ii) that this Lease has not been cancelled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or if Landlord is claimed to be in default, stating why); and (v) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Demised Premises may require. Tenant shall deliver such statement to Landlord within thirty (30) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrancer of the Demised Premises. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

## **ARTICLE TWELVE: LEGAL COSTS**

Section 12.01. Legal Proceedings. If Tenant or Landlord shall be in breach or default under this Lease, such party (the "Defaulting Party") shall reimburse the other party (the "Nondefaulting Party") upon demand for any costs or expenses that the Nondefaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such cost shall include reasonable, actual, out of pocket legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs.

## **ARTICLE THIRTEEN: PURCHASE OPTION**

Section 13.01. Purchase Option. Upon the expiration of the term of this Lease or Tenant's option to renew, Tenant shall have the option to purchase the Demised Premises and the convent building located on the Property, provided the parties can agree upon a purchase price in writing within three (3) months of the date of the execution of this Lease (the parties agree to negotiate in good faith to arrive at such purchase price) and provided the Landlord obtains all required Canonical approvals for the sale transaction within 45 days thereafter. The Landlord agrees to use commercially reasonable efforts and diligence to secure such Canonical approvals. To exercise such option to purchase, Tenant must not be in default of its obligations hereunder, and must provide written notice at least sixty (60) days prior to the termination of the lease term or prior to the expiration of the option to renew contained in Section 2.02 hereof, and the closing must occur within sixty (60)

days after the expiration of the lease term or of option to renew contained in Section 2.02 hereof.

## **ARTICLE FOURTEEN: MISCELLANEOUS PROVISIONS**

### Section 14.01. Landlord's Liability: Certain Duties.

(a) As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Demised Premises or the Property or the leasehold estate under a ground lease of the Demised Premises or Property at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest to a third party is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee the security deposit, if any, that Tenant previously paid if such funds have not yet been applied under the terms of this Lease.

(b) Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Demised Premises whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be default if such cure is commenced within such thirty (30) day period and thereafter diligently pursue to completion.

(c) Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlord's interest in the Demised Premises and the Property, and neither the Landlord nor its partners, shareholders, officers or other principals shall have any personal liability under this Lease.

Section 14.02. Severability. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision of this Lease, which shall remain in full force and effect.

Section 14.03. Interpretation. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms of provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other, in any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, students, contractors, invitees, successors or others using the Demised Premises with Tenant's expressed or implied permission.

Section 14.04. Incorporation of Prior Agreements; Modifications. This Lease is the only agreement between the parties pertaining to the lease of the Demised Premises and no other agreements are effective. All amendments to the Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 14.05. Notices. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to:

Consolidated School District of New Britain  
272 Main Street  
PO Box 1960  
New Britain, Connecticut 06050  
Attention: Kevin Kane, Business Manager

With a copy to:

Shipman & Goodwin LLP  
One Constitution Plaza  
Hartford, Connecticut 06103  
Attention: Kevin Roy, Esq.

Notices to Landlord shall be delivered to the address specified in section 1.02 above with a copy to The Hartford Roman Catholic Diocesan Corporation, 134 Farmington Avenue, Hartford, Connecticut 06105 Attn: Finance Office. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party.

Section 14.06. Waivers. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

Section 14.07. No Recordation. Tenant shall not record this Lease without prior written consent from Landlord, such consent shall not be unreasonably withheld, conditioned, denied or delayed, but Tenant shall be entitled to record a notice or memorandum hereof, which Landlord agrees it shall sign.

Section 14.08. Binding Effect: Choice of Law. This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the state in which the Demised Premises is located (Connecticut) shall govern this Lease.

Section 14.09. Force Majeure. If Landlord or Tenant (except Tenant's failure to pay rent or any other financial obligation under the Lease) cannot perform any of its obligations due to events beyond their control (the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond the parties control include, but are not limited to, acts of God, war, civil commotion, labor disputes,



strikes, fire, flood or other casualty, shortages of labor or material, government regulation, order or restriction and weather conditions.

Section 14.10. Execution of Lease. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivery by both parties. A facsimile, copy or .pdf signature shall have the same force and effect as an original signature.

Section 14.11. Survival. All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.

Section 14.12. No Brokers. Each of Tenant and Landlord represents and warrants that there are no agents, brokers, finders or other parties with whom either party has dealt who may be entitled to any commission or fee with respect to this Lease or the Demised Premises. The parties agree to indemnify and hold each other harmless from any claim, demand, cost or liability asserted by any party based upon dealings of that party.

Section 14.13. Tenant's Indemnification of Landlord. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all loss, claims, liability or costs (including court costs and attorneys' fees) incurred by reason of (a) any damage to any property (including but not limited to property of the Landlord) or any injury (including but not limited to death) to any person occurring in, on or about the Demised Premises to the extent that such injury or damage shall be caused by or arise from the negligence or intentional misconduct of Tenant, its agents, or employees, students, guests, customers, licensees, or invitees; or (b) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease. The provisions of this Section 14.13 will survive termination of this Lease with respect to any claims or liability accruing prior to such termination.

Section 14.14. Landlord's Indemnification of Tenant. Landlord shall indemnify, defend and hold harmless Tenant from and against any and all loss, claims, liability or costs (including court costs and attorneys' fees) incurred by reason of (a) any damage to any property (including but not limited to property of the Tenant) or any injury (including but not limited to death) to any person occurring in, on or about the Demised Premises to the extent that such injury or damage shall be caused by or arise from the negligence or intentional misconduct of Landlord, its agents, or employees, students, guests, customers, licensees, or invitees; or (b) any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of the Landlord to be performed pursuant to this Lease. The provisions of this Section 14.14 will survive termination of this Lease with respect to any claims or liability accruing prior to such termination.

[SIGNATURE PAGE FOLLOWS]

Landlord and Tenant have signed this Lease as of the day and year first above written.

Landlord  
The Church of the Holy Cross

By: \_\_\_\_\_  
Name:  
Its:

Tenant  
Consolidated School District of New Britain

By: \_\_\_\_\_  
Name: Merrill Gay  
Its: President, Board of Education







## CONSOLIDATED SCHOOL DISTRICT OF NEW BRITAIN

---

### Board Memorandum

Submitted by Tony Gasper () for approval at the Regular Board Meeting on June 13, 2023.  
Senior Leadership Sponsor: Tony Gasper Staff Presenter: Tony Gasper

#### Type of Memorandum

Other -

#### Background and Purpose/Rationale

Delegate summer authority to the Superintendent of Schools.

#### Financial Information

N/A

#### Committee Review

N/A

[Summer Authority Memo - 2023 - Anthony Gasper.pdf](#)



June 6, 2023

To: Board of Education  
From: Tony Gasper, Superintendent of Schools  
Cc: Ann Alfano  
Re: Authorization for Action – Summer Schedule

Dear Board Members:

As has been customary for the Board in the past, I recommend the following authorities be granted to the Superintendent:

**Fiscal Year 2022-2023:**

- Authorization to close out under/over-expended object code balances to the Medical Health Insurance Account to fully expend the District's 2022-2023 appropriation.

**Fiscal Year 2023-2024:**

- Authorization, in consultation with the President of the Board of Education, to award vendor bids and issue vendor purchase orders in excess of \$7,500 and to waive bids when it is in the best interest of the District to do so.
- Authorization for the Superintendent to designate the Chief Financial Officer and/or the Deputy Superintendent to act on behalf of the Board when appropriate.

**Time period:**

- This authority is in place from June 14, 2023 through September 3, 2023 (September 4<sup>th</sup> is the anticipated Board meeting for that month). Board members will receive updates throughout the summer on actions taken under this authority.

In partnership,

Tony Gasper, Ed.D.  
Superintendent of Schools  
Consolidated School District of New Britain  
272 Main Street, New Britain, CT