

Regional School District #4 Chester – Deep River – Essex – Region 4 Essex BOE Special Meeting

Via Google Meet

Dial +1 (573) 401-1269

PIN: 244 441 000#

June 10 @ 6:00 p.m.

To: Members of the Essex Board of Education

Subject: Essex Board of Education Special Meeting – Wednesday June 10, 2020

Time: **6:00 p.m**

Place: Via Google Meet – To listen remotely please dial (US)+1 (573) 401-1269 PIN: 244 441 000#

(We kindly ask that you **please mute your phone immediately** upon connecting to the meeting as this will improve the audio quality for all participants. Google Meet may do this automatically, depending on the number of people already connected to the call. If so, pressing *6 will unmute your phone when it's time to speak)

Please contact Jennifer Bryan at Central Office email jbryan@reg4.k12.ct.us if you are unable to attend.

Mission Statement

We, the communities of Chester, Deep River, Essex and Region 4, engage all students in a rigorous and collaborative educational program. We prepare our learners to be respectful citizens who are empowered to contribute in a globalized society.

AGENDA

- 1. Call to order
- 2. Verbal roll call for BOE members
- 3. Comment. (In the interest of creating the best remote meeting experience for all participating parties, we would ask that you please keep your phone on mute until such time when the Chair calls for Public Comment. Please continue to keep your phone on mute unless you are requesting to be recognized by the Chair to make a comment. Once you have been recognized by the Chair to make your comment, the following standard public comment guidelines will still apply): PLEASE NOTE: Upon dialing in, Google Meet may have shared a message that your phone has been automatically muted due to the number of callers on the line and instructed you to press *6 if you would like to unmute your phone. When you are done speaking, please remember to press *6 (or your phone's mute button) again to reduce background noise.

The public is reminded to state name for the record. Comments should be kept to a maximum of three minutes. Public comment is not intended to be a question and answer period; rather it is an opportunity for the Board to hear citizen comment related to educational matters

- **4. Consent agenda**. The following items are to be handled as combined and by single vote. Any Board member may request that an item be pulled out for further discussion.
 - 4.1 Minutes from the Regular Meeting of March 12, 2020 (encl. #1)
- 5. Superintendent's Update B. White
- 6. Possible Action Items: (Please call each BOE member's name to record their vote)
 - 6.1 Discussion and possible VOTE to approve purchase of COVID-19 related materials and supplies for use during 2020-21 (encl. #2)
 - 6.2 Discussion and possible VOTE to approve end-of-year transfers as presented (encl. #2)

- 6.3 Discussion and possible VOTE to renew the *Agreement Concerning the Establishment and Operation of an Interim Collaborative Preschool Program* dated February 13, 2008. The original contract expires on June 30, 2012 and per agreement may be renewed in 1 year increments upon agreement of all signing parties (Boards of Education for Chester, Deep River, Essex and the Regional Supervision District Committee) no later than June 30th (*encl. #3*)
 - 6.4 Discussion and possible VOTE to renew YMCA afterschool care contract on yearly basis (encl. #4)
 - 6.5 Discussion and possible VOTE to approve the Superintendent's recommendation to appoint Shipman and Goodwin as legal counsel.

7. Adjournment

Cc: Town Clerks: Essex

THESE MINUTES ARE SUBJECT TO BOARD APPROVAL AT THE NEXT BOARD OF EDUCATION MEETING ESSEX ELEMENTARY SCHOOL BOARD OF EDUCATION March 12, 2020 7:00pm

The regular meeting of the Essex Board of Education was held on Thursday, March 12, 2020 in the EES Media Center. Lon Seidman, DG Fitton, Nancy Johnston, Cassandra Sweet (via conference call) and Loretta McCluskey were in attendance. Also in attendance were Brian White, Superintendent of Schools, Kristina Martineau, Assistant Superintendent, Sarah Smalley, Pupil Services, Mr. Richard Huot and Jennifer Tousignant, Principal. Absent: Mark Watson

CALL TO ORDER

The meeting was called to order by Mr. Seidman at 7:00p.m.

STUDENT REPORT

Ms. Tousignant introduced Lyrical Hupkau, Aden Petrucelli, Kayleigh Cornett and Kaydence Chambers who presented the cityscapes which they made in Art class.

CONSENT AGENDA

Upon a motion duly made by DG Fitton seconded by Loretta McCluskey the Essex Board of Education unanimously **VOTED** to approve the minutes from the regular meeting of January 9, 2020, the minutes from the budget workshops of January 21, 2020, February 12, 2020, February 25, 2020 and the Accounts Payable report.

PUBLIC COMMENT

No Comment

REPORTS and OTHER ITEMS:

Superintendent's Report

District Update

Mr. White noted that discussions are being held regarding the R4 and Supervision audits for 18-19. This will allow R4 to address outstanding items. Both audits will be complete by the end of March.

Information and Communication

Contract negotiations are being held. Mr. White discussed district level planning for the coronavirus. In the next couple of days there will be additional information available.

Assistant Superintendent's Report

Ms. Martineau discussed the professional development day which focused on developing priority standards K-12. An overview was presented for K-6. Feedback and revisions were discussed by staff members. This will be ready in the fall.

Director of Pupil Services Report

Ms. Smalley discussed her activities this winter/spring. The PD for special education teaches also worked on Report Cards and how IEP's would match up. Students are being accepted into the preschool program.

Financial Status Report

Financial Status and Cafeteria Account Update

The reports were reviewed. A surplus is projected at this time.

Possible VOTE to approve transfer of funds in the amount of:

\$3,440 from Staff Training – Course Tuition Reimbursement (Object 5322);

\$3,095 from Professional Services – Testing/Evaluations (Object 5330);

\$1,357 from Instruction Supplies – Physical Education (Object 5611)

\$2,680 from Teacher Salary – Classroom Teacher (Object 5113)

TOTAL \$10,572 TO Professional Services-Special Education (Object 5330)

This will cover the cost of an out of district placement. This has been accounted for in next year's budget.

Upon a motion made by DG Fitton and seconded by Loretta McCluskey the Essex Elementary Board of Education unanimously **VOTED** to approve transfer of funds in the amount of:

\$3,440 from Staff Training – Course Tuition Reimbursement (Object 5322);

\$3,095 from Professional Services – Testing/Evaluations (Object 5330);

\$1,357 from Instruction Supplies – Physical Education (Object 5611)

\$2,680 from Teacher Salary – Classroom Teacher (Object 5113)

TOTAL \$10,572 TO Professional Services-Special Education (Object 5330).

Possible VOTE to approve transfer of funds in the amount of:

\$60,000 from Repairs Plant – Long Range Maintenance (Object 5430)

\$1,000 from General Supplies Principal's Office – Computer Education (Object 5610)

\$9,925 from Other Employee Benefits – Retirement Plan 12 month employees (Object 5290)

TOTAL \$70,925 TO OOD Tuition in State (Object 5561)

Upon a motion made by DG Fitton and seconded by Loretta McCluskey the Essex Elementary Board of Education unanimously **VOTED** to approve transfer of funds in the amount of: \$60,000 from Repairs Plant – Long Range Maintenance (Object 5430)

\$1,000 from General Supplies Principal's Office – Computer Education (Object 5610) \$9,925 from Other Employee Benefits – Retirement Plan 12 month employees (Object 5290)

TOTAL \$70,925 TO OOD Tuition in State (Object 5561)

Possible VOTE to approve transfer of funds in the amount of: \$96 from Professional Services – Testing/Evaluations (Object 5330) \$22,019 from Other Employee Benefits – Retirement Plan 12 month employees (Object 5290)

TOTAL \$22,115 TO OOD Transportation in State (Object 5511)

Upon a motion made by DG Fitton and seconded by Loretta McCluskey the Essex Elementary Board of Education unanimously **VOTED** to approve transfer of funds in the amount of: \$96 from Professional Services – Testing/Evaluations (Object 5330) \$22,019 from Other Employee Benefits – Retirement Plan 12 month employees (Object 5290)

TOTAL \$22,115 TO OOD Transportation in State (Object 5511)

Principal's Update

Ms. Tousignant gave a brief update PTO Family Night was well attended. Funds raised will go towards a new swing set. JW Counselors visited for the 6th grade transition. Family Night was well attended. The Bus Driver and Crossing Guard breakfast was a recently held. Our Scientist in Residence continues to support our classrooms. The Engineering with Legos program is now complete. Chess club is underway. In May there is a Volunteer Appreciation breakfast. The Read a Thon was kicked off.

Capital Requests Discussion

Ms. Tousignant discussed the capital request plan. No vote will be taken at this time. The Board agrees that this plan should be brought to the Essex Board of Finance for review.

Presentation of proposed Essex Elementary 2020-21 budget

Mr. Seidman discussed the budget as developed by the Board. There is a change for ADM.

Possible VOTE to approve Essex Elementary 2020-21 budget in the amount of \$7,708,432 to be presented to the Town of Essex.

Upon a motion made by Lon Seidman and seconded by DG Fitton the Essex Elementary Board of Education unanimously **VOTED** to approve the Essex Elementary 2020-21 budget in the amount of \$7,708,432.

Committee Reports

Finance - Next meeting is March 16, 2020 Curriculum - Next meeting is March 12, 2020 Policy - Next meeting is March 16, 2020

Supervision District:

The budget passed is part of the EES budget. There was a proposed change for the job description of the Business Manager to a Finance Director. Due to the complexity of our district, this change will draw people with more financial skills.

Other Committee Reports LEARN Committee Report

No report

Joint BOE Ad Hoc School Security Advisory Committee

School climate was discussed. Representatives from the community and all five schools were present. A discussion was held regarding network security.

Discussion regarding and Pending Policies

None Pending.

PUBLIC COMMENT

No Comment

FUTURE AGENDA ITEMS

- 7.1 Present Proposed Essex BOE 2020-21 Budget to Essex BOF/BOS March 24, 2020 @ Essex Town Hall
- 7.2 Next Joint BOE Meeting is April 2, 2020 @ 7:00pm @ JWMS Library
- 7.3 Present Proposed Essex BOE 2020-21 Budget April 16, 2020 at Public Hearing @730pm @ Essex Town Hall
- 7.4 Essex Town Budget Vote May 11, 2020 @730pm @ Essex Town Hall
- 7.5 Next Essex BOE Regular Meeting is May 14, 2020 @ 7:00pm @ EES Media Center
- 7.6 Evaluation of Superintendent(May)
- 7.7 Yearly BOE Self-evaluation (TBD)

ADJOURNMENT

On motion duly made and seconded the Board unanimously **VOTED** to adjourn at 7:45p.m.

Respectfully Submitted,

Kelley Frazier, Secretary

Encl #2

REGIONAL SCHOOL DISTRICT NO. 4

CHESTER • DEEP RIVER • ESSEX

Brian J. White Superintendent of Schools bwhite@reg4.k12.ct.us

Sarah Smalley Director of Pupil Services ssmalley@reg4.k12.ct.us



Kristina Martineau, Ed.D. Assistant Superintendent of Schools kmartineau@reg4.k12.ct.us

Richard A. Huot Interim Business Manager rhuot@reg4.k12.ct.us

June 8, 2020

To:

Brian J. White, Superintendent

From: Richard Huot, Interim Business Manager

Re:

Essex Covid - 19 Orders and Transfers

Attached you will find three items. First, is a transfer request to cover the cost of an order for Covid-19 supplies. The second item is the June 1, 2020, Essex financial projection showing the balances in accounts in order for Board Members to see those that are being requested. The third item is a list of the requested items from the school.

Essex Elementary School

Transfer Request

10-Jun-20

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Amount	\$9,000					\$9,000	
Amount Account # Object Description Amount	General Supplies - Principals Of					Total	
Object	5610						
Account #	324106						
	Α						
Amount	\$ 9,000					\$ 9,000	
FROM Account # Object Description						Total	
Object	5613						
FROM Account #	326006						

A. Transfer to purchase materials and supplies for the Covid - 19 Virus.

ACCOUNT DESCRIPTION APPROP DISMITS REDIGET FXPENDED ANCES ESSEX CLASSROOM TEACHER 1,923,294 -2,680 1,920,614 1,559,112 361,605 ESSEX CLASSROOM TEACHER 1,923,294 -2,680 1,920,614 1,559,112 361,605 ESSEX CLASSROOM TEACHER 1,923,294 -2,680 1,920,614 1,559,112 361,605 ESSEX CLASSROOM TEACHER 1,923,229 -2,680 1,920,614 1,559,112 361,605 ESSEX CLASSROOM TEACHER 1,923,229 -2,680 1,46,276 123,006 8,400 ESSEX CAFETERIA SALARY 35,000 0 23,303 43,736 9,856 ESSEX PARA SPEC ED SALARY 460,020 0 460,020 27,447 1,651 ESSEX PARA SPEC ED SALARY 5,000 0 55,000 22,654 20,491 2,283 ESSEX SUB TEACHER SALARY 3,000 0 6,000 0 4,659 0 SIB PARA SALARY 3,000 0 0 0 3,000 0 3,000 </th
CRIGINAL TRANFRS/A REVISION APPROP DISMTS BUDD 'AL SALARY 1,923,294 -2,680 1,9 OOM TEACHER 1,923,294 -2,680 1,9 ARY SALARY 233,112 0 2 ARLY LIT SALARY 35,000 0 4 ARLY LIT SALARY 460,020 0 4 SALARY 7,401 0 0 ACHER SALARY 8,000 0 0 ACHER SALARY 3,000 0 0 ARY 0 0 0 ARY 3,000 0 0 ARY 1,628 0 0 SALARY 1,628 0 0 PEND 1,628 0 0 OPMENT 1,628 0 0 SALARY 1,636 0 0 OPMENT 5,570 0 0 SOR SALARY 1,685 0 0 SALARY 1,
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	BUDGET E	23,147	230	3,528	32,710	46	0	4,078	11,190	17,027	0	0	30,000	29,683	68,103	0	0	4,883	0	7,433	473,962	1,595,721	c) (850	49,572	1,175	17,011	13,809	30,500	52,931	165,848	8,900	78,334	300	1,780	10,000	3,660	85	200
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	ACCOUNT	3000-30-000-1123-000-0-0-1-5223 -	3000-30-000-1190-000-0-0-1-5223 -	3000-30-000-1207-000-0-0-1-5223 -	3000-30-000-1215-000-0-0-1-5223 -	3000-30-000-1215-000-0-0-3-5223 -	3000-30-000-1220-000-0-0-1-5223 -	3000-30-000-2134-000-0-0-1-5223 -	3000-30-000-2410-000-0-0-1-5223 -	3000-30-000-2600-000-0-0-1-5223 -	3000-30-000-2906-000-0-0-1-5223 -	3000-30-000-2910-000-0-0-1-5223 -	3000-30-000-1115-000-0-0-2-5250 -	3000-30-000-2310-000-0-0-2-5260 -	3000-30-000-2410-000-0-0-2-5290 -	3000-30-000-1115-000-0-0-1-5291 -	3000-30-000-1116-000-0-0-1-5291 -	3000-30-000-1215-000-0-1-5291 -	3000-30-000-2134-000-0-0-1-5291 -	3000-30-000-2410-000-0-0-1-5291 -	3000-30-000-6000-000-0-0-2-5298 -	20						3000-30-000-2135-000-0-0-3-5330	3000-30-000-2139-000-0-0-3-5330 -	3000-30-000-2310-000-0-0-3-5330 -	3000-30-000-6000-000-0-0-3-5398	300	3000-30-000-2600-000-0-0-4-5411 -	3000-30-000-2600-000-0-0-4-5412 -	3000-30-000-1101-000-0-0-0-5430 -	3000-30-000-1109-000-0-0-4-5430 -		3000-30-000-1215-000-0-0-4-5430 -		
	OBJ	5223	5223	5223	5223	5223	5223	5223	5223	5223	5223	5223	5250	5260	5290	5291	5291	5291	5291	5291	5298							5330	5330	5330	5398		5411	1 5412		5430	5430	5430		
	ORG	311231	311901	312071	312151	312153	312201	321341	324101	326001	329061	329101	311152	323102	324102	311151	311161	312151	321341	324101	360002			CCT77C	311093	312153	321343	321353	321393	323103	360003		326004	326004	311014	311094	311144	312154	321344	322234

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AVAILABLE BUDGET ES	55	12,340	3,000	0	0	50,062	1721	100	1,551	71	79	19,201	37,534	5,960	0	0	66,547	4,500	147	1,417	2,359	2,431	ιΩ	175	1,033	94	γ·l	783	1,137	-759	1,023	2,820	700	2	2,969	2,517	0	200	2,814
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TRANFRS/A REVISED DJSMTS BUDGET	0	-60,000	0	0	0	-56,440	7171	1 (>	0	0	23,925	0	0	0	0	31,096	0	0	-1,000	0	0	0	0	0	0	-1,357	0	0	0	0	0	0	0	0	0	0	0	0
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ACCOUNT DESCRIPTION	REPAIRS P/O	ESSEX REPAIR	CAFE REPAIRS & MAINTENANCE	RENTALS P/O	SUPV DIST PUR PROP SERV	Purchased Property Services	STATS IN SIN SUCCES		THID INTO	INSURANCE PLANT	COMMUNICATIONS P/O	OOD TUITION IN STATE	Excess Cost Reimb.	BOE TRAVEL/CONF	ES TRAVEL/CONF ADMINISTRATORS	SUPV DIST OTHER PUR SERV	500 Total Other Purchased Services	COMP ED SUPPLIES	HEALTH SUPPLIES	P/O GENERAL SUPPLIES	SUPPLIES - ART	SUPPLIES - LANGUAGE ARTS	SUPPLIES - FLES	SUPPLIES - KINDERGARTEN	SUPPLIES - MATH	SUPPLIES - MUSIC	SUPPLIES - PHYS ED	SUPPLIES - READING	SUPPLIES - SCIENCE	SUPPLIES - SOCIAL STUDIES	SUPPLIES - TESTING	SUPPLIES - ENRICHMENT	SPEC ED SUPPLIES	SUPPLIES - LIBRARY	SUPPLIES - AUDIO VISUAL	PLANT SUPPLIES	HEATING OIL	GASOLINE / FUEL OIL	GENERAL BID LIST
OBJ ACCOUNT	0	5430 3000-30-000-2600-000-0-0-4-5430 -	5430 3000-30-000-3000-000-0-0-4-5430 -	5440 3000-30-000-2410-000-0-0-4-5440 -	5498 3000-30-000-6000-000-0-0-4-5498 -	400	2000 00 000 1270 000 0 000 E E E E E E E E E E E E E E			5520 3000-30-000-2600-000-0-0-5-5520 -	5530 3000-30-000-2410-000-0-0-5-5530 -	5561 3000-30-000-1270-000-0-5-5561 -	55611 3000-30-000-1270-000-0-5-55611 -	5580	5580 3000-30-000-2410-000-0-5-5580 -			5610 3000-30-000-1114-000-0-0-6-5610 -	5610 3000-30-000-2134-000-0-0-6-5610 -	5610 3000-30-000-2410-000-0-0-6-5610 -	5611 3000-30-000-1101-000-0-0-6-5611 -	5611	5611 3000-30-000-1104-000-0-0-6-5611 -	5611 3000-30-000-1107-000-0-0-6-5611 -	5611 3000-30-000-1108-000-0-0-6-5611 -	5611 3000-30-000-1109-000-0-0-6-5611 -	5611 3000-30-000-1110-000-0-0-6-5611 -	5611 3000-30-000-1111-000-0-0-6-5611 -	5611 3000-30-000-1112-000-0-0-6-5611 -	5611 3000-30-000-1113-000-0-0-6-5611 -	5611 3000-30-000-1190-000-0-0-6-5611 -	5611 3000-30-000-1209-000-0-0-6-5611 -	5611 3000-30-000-1215-000-0-0-6-5611 -	5611 3000-30-000-2222-000-0-0-6-5611 -	5611 3000-30-000-2223-000-0-0-6-5611 -	5613 3000-30-000-2600-000-0-0-6-5613 -	5624 3000-30-000-2600-000-0-0-6-5624 -	5626 3000-30-000-2600-000-0-0-6-5626 -	5629
ORG	324104	326004	330004	324104	360004		317705	312103	324105	326005	324105	312705	312705	322135	324105	360005		311146	321346	324106	311016	311036	311046	311076	311086	311096	311106	311116	311126	311136	311906	312096	312156	322226	322236	326006	326006	326006	311166

				ORIGINAL .	TRANFRS/A REVISED	REVISED	YTD EI	ENCUMBR A	AVAILABLE	
ORG	OBJ	ACCOUNT	ACCOUNT DESCRIPTION	APPROP	DJSMTS	BUDGET	EXPENDED A	ANCES BI	BUDGET	EST YEAR END
311036	5641	3000-30-000-1103-000-0-0-6-5641 -	TEXTBOOKS LANGUAGE	099	0	999	284	0	376	376
311046	5641	3000-30-000-1104-000-0-0-6-5641 -	TEXTBOOKS FLES	95	0	95	66	0	4	4
311076	5641	3000-30-000-1107-000-0-0-6-5641	TEXTBOOKS KINDERGARTEN	1,597	0	1,597	80	0	1,517	1,517
311086	5641	3000-30-000-1108-000-0-0-6-5641 -	TEXTBOOKS MATH	7,052	0	7,052	6,304	144	604	604
311096	5641	3000-30-000-1109-000-0-0-6-5641 -	TEXTBOOKS MUSIC	1,700	0	1,700	1,676	0	24	24
311116	5641	3000-30-000-1111-000-0-0-6-5641 -	TEXTBOOKS READING	5,550	0	5,550	5,366	0	184	184
311126	5641	3000-30-000-1112-000-0-0-6-5641 -	TEXTBOOKS SCIENCE	4,000	0	4,000	3,380	0	620	620
311136	5641	3000-30-000-1113-000-0-0-6-5641 -	TEXTBOOKS SOCIAL STUDY	099	0	999	48	0	612	612
311146	5641	3000-30-000-1114-000-0-0-6-5641 -	TEXTBOOKS & WORKBOOKS	6,760	0	6,760	3,353	3,406	ਜ	0
311166	5641	3000-30-000-1116-000-0-0-6-5641 -	TEXTBOOKS STUDY SKILLS	1,925	0	1,925	0	0	1,925	1,925
312096	5641	3000-30-000-1209-000-0-0-6-5641 -	TEXTBOOKS ENRICHMENT	1,750	0	1,750	180	0	1,570	1,570
312156	5641	3000-30-000-1215-000-0-0-6-5641 -	TEXTBOOKS SPEC ED	5,319	0	5,319	3,718	0	1,601	1,601
321206	5641	3000-30-000-2120-000-0-0-6-5641 -	TEXTBOOKS GUIDANCE	1,155	0	1,155	758	0	397	397
322226	5641	3000-30-000-2222-000-0-0-6-5641 -	TEXTBOOKS LIBRARY	6,919	0	6,919	6,863	0	26	56
360006	5698	3000-30-000-6000-000-0-0-6-5698	SUPV DIST SUPPLIES	21,790	0	21,790	21,790	0	0	0
		19	600 Total Materials & Supplies	201,463	-2,357	199,106	140,321	22,938	35,847	35,245
323108	5810	3000-30-000-2310-000-0-0-8-5810 -	DUES & FEES BOE	3,000	0	3,000	2,777	0	223	223
324108	5810	3000-30-000-2410-000-0-0-8-5810 -	DUES & FEES P/O	929	0	929	545	0	384	384
360008	5898	3000-30-000-6000-000-0-0-8-5898 -	SUPV DIST OTHER OBJECTS	1,624	0	1,624	1,624	0		0
		8	800 Total Dues & Fees	5,553	0	5,553	4,946	0	607	607
			Grand Total Essex Elem. School	7,462,975	1,000	7,463,975	6,586,824	600,196	276,956	255,006

	ZUZU-ZUZ1 COVIA possible frems to purchase	
ltem	Purpose	Estimated Cost
PPE (masks/gloves)	Disposable masks case of 1,000=\$650 Disposable gloves case of 1,000X10=\$500	\$1,100.00
neozo Guard Ploxi-Glass	Cafeteria Lines, cashier, conference rooms, office area, circulation desk in media center, counseling areas 20 @ \$233. ea/=\$4,660 Sneaze Guard Plexi-Glass Cafe line-handing seliling shield - 6 @ \$110 ea=\$660	\$5,320.00
UV devices		\$894.00
Purell	Santitizer	\$1,000.00
Disinfectants	NCL Avistat-D casex6=\$222 Disinfectant sanitizer sprayer (backpack) 4@\$1,900=\$7,600	\$7,822.00
Signage	Floor signs/floor tape-display social distancing messages	\$300.00
Thermometer	No-touch infrared forehead thermometer 2@ \$110	\$220.00
	TOTAL	616 656 00



Regional School District #4 Chester - Deep River - Essex - Region 4

Page 1 of 3

AGREEMENT CONCERNING THE ESTABLISHMENT AND OPERATION OF AN INTERIM COLLABORATIVE PRESCHOOL PROGRAM

THIS COLLABORATIVE PRESCHOOL PROGRAM AGREEMENT, ("Agreement") is entered into on <u>Fe.b. 13</u>, 2008 by and among the undersigned boards of education of Chester, Deep River, Essex (collectively, the "Boards), and the Regional Supervision District Committee.

WHEREAS, this Agreement is entered into pursuant to the authority granted by Connecticut General Statute Section 10-158a, which allows two or more boards of education to agree in writing to establish cooperative arrangements to provide special services, programs or activities to enable such boards to carry out the duties specified in the general statutes.

WHEREAS, the said Boards are desirous of establishing a cooperative arrangement regarding the operation of a collaborative preschool program (the "Program") to provide educational services to identified resident special education children ages three through five as required by State and Federal law.

NOW, THEREFORE, the Boards, intending to be legally bound, hereby agree as follows:

- 1. Each of the individual undersigned boards of education remains responsible for meeting the requirements of State and Federal law to the identified resident special education children of their respective Towns.
- 2. The Regional Supervision District Committee established by the Interdistrict Agreement entered into on September 28, 2000 by the Chester, Deep River, Essex, and Regional School District No. 4 Boards of Education, shall be responsible for the oversight and management of the Program.
- 3. This Agreement incorporates by reference the terms of the Interdistrict Agreement, including, but not limited to the authority and general powers of the Regional Supervision District Committee.
- 4. The teachers and staff dedicated to the Program shall be employees of the Regional Supervision District Committee. The Director of Pupil Services shall be responsible for oversight, staff supervision, evaluations, and general management of the Program. The school-based administrator for the school in which the program is housed shall be responsible for daily operations of the Program.
- 5. Each of the individual undersigned Boards shall be responsible for providing transportation through the Supervision District Committee for identified special education students participating in the Program consistent with the Interdistrict Agreement entered into on September 28, 2000.

- 6. Notwithstanding the provision of this Agreement to the contrary, the costs associated with housing and improvements associated with the Program should renovations and/or alternative space construction be necessary shall be based on the Average Daily Membership (ADM) among the participating Boards. (For the purpose of determining shared costs for the subsequent school year, ADM = total number of students in each district K-6 or 7-12 based upon the October 1 census of the current year + PK special needs students (minus typical peers) assigned to the home district + students educated out of district assigned to the home district (special education, vocational agriculture) not including students attending Technical High Schools and Adult Education.)
- 7. The Essex Board of Education has agreed to be the host district of the Program on an interim basis, providing two classroom spaces and an auxiliary space to the collaborative preschool program. Any addition to these space needs shall require a vote of the Essex Board of Education, which may decline to provide such additional space.
- 8. The Essex Board of Education shall not be obligated to accept more than 70 students in this Program including typical peers and in no case shall be obligated to provide more space than that which is provided in section 7 of this agreement.
- 9. The Essex Board of Education shall evaluate its participation as the host community each October while this agreement is in effect.
- 10. The undersigned Boards of Education recognize that the Essex Elementary School has limited space to host the program. Should The Essex Board of Education determine that elementary programs are negatively impacted by the space needs of the collaborative preschool program, the undersigned boards will discuss and act upon alternative space solutions.
- 11. The undersigned Boards of Education agree to promptly form a long-term plan for the collaborative pre-school program.
- 12. The Program is required by State and Federal law to provide the minimum of a one to one ratio of students with disabilities to students without disabilities otherwise known as "community children." This one to one ratio is accomplished through the participation of community children from the respective towns in the Program on a tuition* basis. The host district in which the Program is housed shall have the benefit of providing the Program to community children who reside in the host community tuition-free, and priority shall be given to such community children from the host district, who meet specific criteria and can provide the necessary benefit to the program to support the educational programs of our disabled students
- 13. In accordance with Connecticut General Statute Section 10-158a(b), any of the undersigned Boards of Education may withdraw from this Agreement provided it gives written notice of its intent to do so by October 31st to each of the other Boards. The withdrawal would be effective at the start of the next academic year.
- 14. The Boards of Education may amend this agreement.
- 15. This agreement shall expire on June 30, 2013. It may be renewed in one-year increments, with said renewal to be approved no later than June 30, 2012.

IN WITNESS WHEREOF, the parties hereto have authorized their designated representatives to set their hand this 13th day of February, 2008.

Chester Board of Education

Chairperson famela Christman

Chairperson Logi Lenz

Essex Board of Education

Regional Surervision District Committee

Chairperson Terry Stewart

Chairperson Lon Seidman

491246 v.01

ESSEX BOARD OF EDUCATION

ESSEX, CONNECTICUT

DAY CARE PROGRAM SERVICES AGREEMENT

This Day Care Program Services Agreement (this "Agreement") is made by and between the Essex Board of Education, with offices located at 108 Main St., Centerbrook, CT 06409 (the "Board") and the YMCA, with offices located at 201 Spencer Plains Rd., Westbrook, CT (the "Contractor") this 7th day of September, 2010, at Essex, Connecticut.

WHEREAS, the Contractor is in the business of providing day care services; and

WHEREAS, the Board had agreed to hire the Contractor to administer, manage and operate a day care services program; and

WHEREAS, the Contractor would like to administer, manage and operate such day care services program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and the Contractor mutually agree to the following terms and conditions:

1. SERVICES TO BE ADMINISTERED -

- a. The Contractor shall completely administer, manage and operate day care services program that is located in the cafeteria and other rooms as determined by the Principal of the Essex Elementary School, 108 Main St. Centerbrook, CT 06409 (the "Day Care Program").
- b. The Day Care Program consists of the following session, which will be completely administered, managed and operated by the Contractor:

After School Session.

2. ENROLLMENT FEE -

a. The monthly enrollment fee per session, per child, shall be the amount submitted by the Contractor on the Contractor's accepted proposal submission. The monthly enrollment fees per session, per child, pursuant to the Contractor's accepted proposal submission are as follows:

Fee Day Care Program Session

\$13.00/day After School Session

The fee schedule shall apply based on parent commitment to the Day Care Program.

- b. The Contractor may increase such monthly enrollment fees only after obtaining the prior written consent of the Board. The Contractor shall be responsible for collecting the monthly enrollment fees from the parent/guardian of each child enrolled in the Day Care Program. The Board shall have no liability to the Contractor with respect to uncollected enrollment fees. The Contractor and the Board shall instruct payors of such monthly enrollment fees to make enrollment fee payments directly to, and in the name of, the Contractor.
- 3. ENROLLMENT FEE POLICY The enrollment fee policy (the "Enrollment Fee Policy") submitted by the Contractor with its accepted proposal submission, as amended to reflect the fee schedule provisions of Section 2 (a) of this Agreement, is hereby incorporated into this Agreement. The Contractor may amend the Enrollment Fee Policy only after obtaining the prior written consent of the Board.

4. HOURS OF OPERATION -

- a. AFTER SCHOOL SESSION. In administering, managing and operating the After School Session of the Day Care Program, the Contractor shall provide day care services on Monday through Friday each week from 3:00 p.m. until 6:00 p.m. On school half-days, the hours of service will be from 1:00 p.m. until 6:00 p.m. On half-days prior to a holiday, the hours of operation may be adjusted by the Essex Elementary School principal to coincide with the closing of school. Day care services may be cancelled on early dismissal days that are caused by inclement weather, which are determined in the sole discretion of the Superintendent of Schools.
- 5. USE OF PREMISES The Contractor shall provide the day care services in the Cafeteria and other rooms approved by the building Principal of the Essex Elementary School (the "Premises"). Such Premises are to be used by the Contractor for the sole purpose of providing day-care services at the times and days listed above, and for no other purpose. The Premises will not be available to the Contractor during school vacations, holidays or on any other day when school is cancelled due to snow, ice or other emergencies. The Board shall be responsible for providing an alternate location in the event that the Premises are not available for or are, as determined in the sole discretion of the Board, not suitable for the provision of day care services.
- 6. CONDITIONS OF OPERATION -- The Contractor agrees to meet with the Essex Elementary School principal in August of every school year in which the

Contractor provides day care services on behalf of the Board. The Contractor further agrees to abide by the rules and regulations of the Essex Elementary School, as set forth by the principal, other school administration official and/or Board policy.

- 7. TERM The term of this Agreement shall begin upon execution of this Agreement and end on the last scheduled day of school for the 2010-2011 school year, provided however, that the Agreement may be renewed on a one-year basis in the Board's sole discretion.
- 8. MANAGEMENT SERVICE FEE In consideration for administering, managing and operating the Day Care Program, the Contractor shall be entitled to retain all of the monthly enrollment fees collected with respect to the Day Care Program, less costs incurred by the Board over and above normal operating costs, including but not limited to additional costs incurred by the Board in order to staff the Day Care Program in cases of emergency.
- 9. ACCOUNTING For each month in which the Contractor provides services to the Board pursuant to this Agreement, the Contractor shall, within fifteen days of the end of each of such months, provide to the Board a written accounting indicating (i) the number of children enrolled in the Day Care Program for that month, (ii) the enrollment fees collected during that month with respect to each session, and (iii) any refunds, adjustments or credits made or paid out during that month with respect to each session.
- 10. CUSTODIAL SERVICES AND UTLITIES The Board, at its expense, will provide to the Contractor normal custodial services, heat, electricity and other utilities (other than telephone service) with respect to the Premises. The Contractor shall keep the premises clean and in good operating order. The Contractor shall be responsible, at its expense, for any additional costs incurred by the Board for cleanings and maintenance duties above the costs associated with providing normal custodial services. The Contractor shall maintain its own telephone and telephone service at no expense to the Board.
- 11. EXPENSES OTHER THAN CUSTODIAL SERVICES AND UTILITIES Except as otherwise provided for herein, the Contractor shall be responsible for all expenses incurred in the provision of services pursuant to this Agreement. The Contractor may not seek reimbursement for such expenses from the Board.
- 12. INSURANCE The Contractor shall provide a Certificate of Comprehensive Liability Insurance in an amount not less than \$1,000,000, naming the Essex Board of Education, Main St., Centerbrook, CT 06409, as an additional insured. Evidence of Workers' Compensation insurance must be provided in advance.
- 13. CERTIFICATION The Contractor shall provide evidence of Day-Care Certification issued by the State of Connecticut, prior to the commencement of this

Agreement, in form and substance satisfactory to the Board in the Board's sole discretion. The Contractor shall deliver a report to the Essex Superintendent of Schools within twenty-four (24) hours from receipt of notice of revocation of its Day-Care Certification or of any personal injury suffered by any student under its care. All incidents, facility issues, injuries or complaints shall be reported to the Essex Elementary School principal immediately, followed by a written report to the Board.

- 14. COMPLIANCE WITH LAWS The Contractor shall comply with all applicable federal, state and local laws, including licensing requirements, in his, her or its provision of services pursuant to this Agreement.
- 15. CONTRACT TERMINATION This Agreement shall expire by its own terms on the day following the last day of school for the 2010-2011 school year, and may be terminated by either the Contractor or the Board immediately for cause, or upon thirty (30) days written notice with or without cause. Failure to make any payment required hereunder within five (5) calendar days from its due date shall be cause for termination.
- 16. NON-DISCRIMINATION The Contractor affirms that it is an equal opportunity employer and neither the Board nor the Contractor will engage in any unlawful form of discrimination in the performance of services pursuant to this Agreement.
- 17. BOOKS AND RECORDS The Board and its representatives shall be entitled, upon reasonable notice, to examine the books and records of the Contractor with respect to the provision of day care services pursuant to this Agreement, during normal business hours at the Contractor's principal place of business.
- 18. INDEMNIFICATION The Contractor agrees to hold harmless, indemnify and defend the Board and its respective members, directors, officers, administrators, employees and agents (each, a "Board Indemnitee") from and against any and all damages, losses, costs, expenses, fees (including reasonable attorneys' fees), penalties and fines (each a "Loss" and, collectively, the "Losses") paid or incurred by a Board Indemnitee as a result of or arising from: (i) a breach of this Agreement by Contractor or its agents, representatives, employees or contractors; (ii) the enforcement of this indemnity; except to the extent that such Loss or Losses is attributable to the gross negligence or willful misconduct of a Board Indemnitee; or (iii) the negligence, gross negligence or willful misconduct of the Contractor or its agents, representatives, employees or contractors. The Board agrees to hold harmless, indemnify and defend the Contractor from and against any Losses paid or incurred by the Contractor as a result of, or arising from, a breach of this Agreement by the Board. The parties' obligations under this Section shall survive the expiration or termination of this Agreement.
- 19. GOVERNING LAW This Agreement will be construed and governed in accordance with the laws (other than the rules with respect to conflict of laws) of the

State of Connecticut.

- 20. AMENDMENT This Agreement may not be waived, amended or superseded except by an instrument in writing duly executed by each of the parties hereto.
- 21. ASSIGNMENT/BINDING EFFECT Except as otherwise expressly provided herein, neither this Agreement nor any right or interest hereunder may be assigned, in whole or in part, by any party without the prior written consent of the other party. This Agreement shall be binding upon the respective successors and permitted assigns of the parties hereto and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 22. INVALIDITY In case any term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms and provisions of this Agreement or the application of such terms or provisions to parties or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not in any way be affected or impaired thereby.
- 23. TITLES FOR CONVENIENCE The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- 24. COUNTERPARTS This Agreement may be executed in counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement, and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart.
- 25. ORAL AGREEMENTS This Agreement, and the Contractor's accepted proposal documents, constitute the entire understanding of the parties concerning the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements among the parties.
- 26. WAIVER The failure of any party to enforce any provision of this Agreement shall not constitute a waiver by either party of any such provision. The past waiver of a provision by any party shall not constitute a course of conduct or a waiver in the future of the same provision.
- 27. PRIVACY The Contractor will not publish or release any personal or demographic information about, or any photograph of a child without obtaining a release from the parents or guardians of such child in a form reasonably satisfactory to the Board.

IN WITNESS WHEREOF, the Essex Board of Education, acting herein by its duly authorized Superintendent of Schools, and the YMCA have executed this Agreement this 07th day of September, 2010 at Essex, Connecticut.

		ESSEX BOARD OF EDUCATION
Date:	9/8/10	By: Keth Levy Ed.D. Superintendent of Schools
Date:	9.13.2600	By: Leve / holde



Valley-Shore YMCA

We build strong kids, strong families, strong communities

September 16, 2010

Regional School District No. 4 Central Administrative Offices P.O. Box 187 Deep River, CT 06417 Attn: Jennifer Bryan

Ms. Bryan,

Enclosed please find a signed copy of the Day Care Program Services Agreement for Essex Elementary School. We truly hope it is a start of a mutually beneficial, long term relationship between the Valley-Shore YMCA and the Essex community.

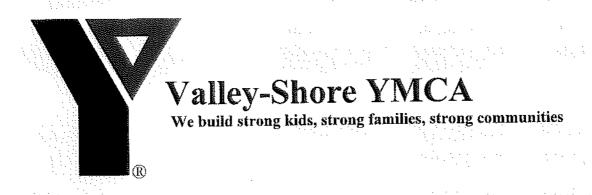
Let me know if you need any additional information at this time. Thanks for your help with this.

Richard Ward

Sincerel

Executive Program Director

Enc



Valley-Shore YMCA Contact Information

The Valley-Shore YMCA 201 Spencer Plains Road P.O. Box 694 Westbrook, CT 06498

Phone: 860-399-9622 Fax: 860-399-8349 www.ysymca.org

Paul Mohabir, CEO Cell: 860-304-2672 pmohabir@vsymca.org

Richard Ward, Branch Director Cell: 860-304-5984 rward@vsymca.org

Stacy McGee, Branch Director Cell: 860-395-7232 smcgee@vsymca.org