

**THESE MINUTES ARE SUBJECT TO COMMITTEE APPROVAL AT THE
August 26, 2019 MEETING
REGIONAL SUPERVISION DISTRICT COMMITTEE**

June 06, 2019

A regular meeting of the Regional Supervision District Committee was held on Thursday, June 06, 2019 in the John Winthrop Middle School Library, with the following Committee members present:

CHESTER BOARD OF EDUCATION:	David Fitzgibbons, Charlene Fearon
DEEP RIVER BOARD OF EDUCATION:	Paula Weglarz, Miriam Morrissey, Bob Ferretti
ESSEX BOARD OF EDUCATION:	Lon Seidman, DG Fitton, Loretta McCluskey
REGION 4 BOARD OF EDUCATION:	Jennifer Clark, Jane Cavanaugh, Mario Gioco

Also in attendance: Dr. Ruth Levy, Superintendent; Dr. Kristina Martineau, Assistant Superintendent; Kim Allen, Business Manager, and Jennifer Bryan, Committee Clerk.

Audience of Citizens: 5

CALL TO ORDER

Committee Chair Lon Seidman called the meeting to order at approx. 6:30 p.m. (The position of Committee Chair rotates yearly among BOE Chairs, and moved to Essex this year.)

CONSENT AGENDA

On motion duly made and seconded the Committee unanimously VOTED to approve the consent agenda consisting of the Minutes from the special meeting of March 30, 2019, Minutes from the regular meeting of April 04, 2019, and the Accounts Payable Report

OTHER ITEMS –

Frank Kulick of First Student provided the Committee with an End-of-Year Transportation report.

On motion duly made and seconded the Committee unanimously VOTED to add to the agenda the following:

“Discussion and possible VOTE regarding the RFP for Transportation and the RFP for Legal Services”

Both items are already listed on the Joint BOE agenda, but the Supervision District Committee also needs to discuss both issues. The Transportation contract is a Supervision District contract.

Chair Seidman presented the results of the Transportation RFP. Only 1 firm bid, which was First Student, our current provider.

On motion duly made and seconded, the Supervision District Committee unanimously VOTED to award a 5 year contract to First Student, as presented (to begin in the 2019-20 school year - see attached)

Chair Seidman also discussed the work of the RFP Legal Bid Review Committee. Seven firms submitted bids. The Committee reviewed all of the bids in depth and ultimately decided that due to the upcoming change in leadership, with the hiring of a new Superintendent for the 2019-20 school year, they recommended that no new action be taken with regard to the submitted bids. The Committee determined that it would not be good to switch legal representation during a time of leadership transition. The Committee also felt that the new Superintendent should have some input into what will be a multi-year contract resulting from the RFP. However, as a matter of housekeeping, past practice has been that each year the Supervision District Committee and the Boards have voted to authorize a legal firm for the

next school year, with no contract having been signed. For many years, the firm of Shipman & Goodwin has been that legal firm.

Based on the Bid Review Committee's desire to postpone a decision, provide continuity of representation, and the need to authorize a legal firm for the 2019-20 school year, it was recommended that there be a vote to authorize Shipman & Goodwin for at least 6 months if not 1 year. There was some discussion regarding the feasibility of only a 6 month authorization vs. a 1 year authorization.

On motion duly made and seconded, the Supervision District Committee VOTED (10 Yes / 1 No - M. Gioco = motion passed) to authorize Shipman & Goodwin as legal counsel for the Supervision District for the 2019-20 school year.

PUBLIC COMMENT - None

REPORTS AND COMMUNICATION

Business Manager Kim Allen reviewed the highlights of the Supervision District Budget Status Report. She is currently forecasting a year-end surplus.

Mrs. Allen presented recommended budget transfers for 2018-19.

On motion duly made and seconded, the Committee unanimously VOTED to approve the Supervision District budget transfers for 2018-19 as recommended (see attached)

Individual BOE reports

Chester – Board Chair David Fitzgibbons reported that despite a challenging year, the Chester budget recently passed.

Deep River – Board Chair Paula Weglarz reported that the Deep River budget also passed. And because a waiver of MBR for last year's budget was denied, the MBR money that the Town had to contribute went into this year's budget and will be put towards security upgrades for the Elementary School.

Essex – Board Chair Lon Seidman reported that the Essex budget passed as well. The Board has just learned that since finalizing the budget, an additional 8 students have now enrolled in kindergarten next year that were not planned for in the budget. The Essex BOE will need to hold a special meeting soon to discuss how best to handle the need for an additional kindergarten teacher.

Region 4 – Board Chair Jennifer Clark reported that the Region 4 budget referendum passed. The Board has had some struggles with the 2017-18 audit report and are working on determining corrective actions that will be needed. Valley's Graduation is next Friday.

ASSISTANT SUPERINTENDENT'S REPORT

Held until the Joint BOE meeting

SUPERINTENDENT'S REPORT

Information and Communication

Superintendent Levy's main district report was held until the Joint Board meeting.

On motion duly made and seconded, the Committee unanimously VOTED to renew the *Agreement Concerning the Establishment and Operation of an Interim Collaborative Preschool Program* dated february 13, 2008.

On motion duly made and seconded the Committee unanimously VOTED to accept a donation of approx. \$11,040 from the Puzzle B Boat Raffle to be disbursed through the Essex Elementary School Foundation and used at the discretion of administration to benefit the Collaborative Preschool Program.

DG Fitton spoke about his gratitude to Joe Boccia for his generosity in donating these raffle funds to the program.

PUBLIC COMMENT – no comments were made

FUTURE AGENDA ITEMS

- Next regular Supervision District Committee meeting – August 26, 2019 @ 6:30 p.m. in JWMS library
- Beginning of Year Transportation Report - *F. Kulick* (Oct.)

ADJOURNMENT:

On motion duly made and seconded, the Committee unanimously VOTED to adjourn at 6:54 p.m.

Respectfully Submitted,

DG Fitton, Secretary,
Jennifer Bryan, Clerk

REGIONAL SCHOOL DISTRICT NO. 4

CHESTER • DEEP RIVER • ESSEX

Ruth I. Levy, Ed.D.
Superintendent of Schools
rlevy@reg4.k12.ct.us

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

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



Kim Allen
Business Manager
kallen@reg4.k12.ct.us

To: Ruth Levy, Superintendent
From: Kim Allen, Business Manager
Date: June 6, 2019
Re: Supervision Requested Budget Transfers – 2018-2019

I would like to make the following request to the Board for 2018-2019 budget transfers. Please contact me prior to the next BOE meeting with any questions so that I will be prepared to answer them at the meeting.

Object 100:	Salaries	Decrease	\$53,607
Object 200:	Fringe Benefits		
Object 300:	Purchased Services	Increase	\$53,607
Object 400:	Rentals & Repairs		
Object 500:	Other Outside Services	Decrease	\$4,546
Object 600:	Supplies	Increase	\$5,546
Object 700:	Equipment		
Object 800:	Other Miscellaneous		

Total
Transfers 0.00

Explanation:

1. Higher than anticipated contractual course reimbursement (\$6,349)
2. New module to automate some of the HR functions and will allow us to integrate with MUNIS payroll. This module sets the framework for more integration in the future and additional electronic processes. (\$15,060)
3. Superintendent Search Contract (\$15,000)



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

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

THIS COLLABORATIVE PRESCHOOL PROGRAM AGREEMENT, ("Agreement") is entered into on Feb. 13, 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

Pamela M. Christman
Chairperson Pamela Christman

Deep River Board of Education

Lori Lenz
Chairperson Lori Lenz

Essex Board of Education

Lon Seidman
Chairperson Lon Seidman

Regional Supervision District Committee

Terry Stewart
Chairperson Terry Stewart

CONTRACT

This AGREEMENT, made and concluded this day of June 6, 2019, by and between, REGION #4 SUPERVISION DISTRICT, a Supervision District constituted of the Boards of Education of the Towns of Chester, Deep River, Essex and Regional School District #4, all of which are located within Middlesex County and the State of Connecticut, hereinafter called "District"; and FIRST STUDENT TRANSPORTATION, INC., hereinafter known as "Bus Company",

WITNESSETH:

WHEREAS, Bus Company has successfully offered a plan for furnishing transportation for pupils in the District for a period of five years beginning July 1, 2019 to June 30, 2024.

NOW, THEREFORE, "District" and "Bus Company", in consideration of the promises herein contained, do hereby agree and covenant as follows:

1. BUS COMPANY AGREES:

- (a.) To provide transportation for pupils and other authorized persons designated by the Superintendent of Schools, during such hours and stopping at such places as may be designated by the "District" and at all other places where pupils may be awaiting transportation,
- (b.) I. To furnish the number of buses and mini buses needed to provide such transportation as determined by the "District" subject to notification by the "District" provided below,
 - II. Buses shall be at least 71 total capacity and the mini bus of at least 28 total capacity. The number of buses provided by the "Bus Company" shall be determined by the "District" prior to the beginning of each school year. Buses and mini buses shall meet all requirements of, and be subject to, the approval of the Region #4 Supervision District, the Connecticut State Board of Education, the Connecticut State Motor Vehicle Department, and, where involved, the Public Utilities Commission. No bus provided by the "Bus Company" to the District shall be older than 5 years and the average age of the total fleet shall be no more than six (6) years.

For the safety and welfare of the students transported, vehicles shall be operated at no more than posted speed limits and always in a reasonable and prudent manner.

- III. Buses provided by the "Bus Company" shall maintain schedules established by the "District", and, in event said routes for any reason cannot be traveled as per schedule, whether due to temporary or long-term problems, the "District" is to be notified immediately,
- (c.) I. To furnish the "District", prior to the opening day of school in August or September of each year and thereafter prior to the employment of other operators or substitute operators, the following information concerning each operator:

NAME OF DRIVER ADDRESS
TELEPHONE NUMBER

- II. To discontinue the utilization under this contract of operators considered unsatisfactory by the Superintendent of Schools upon written notice thereof.
- II. All bus drivers must meet the statutory age and licensing requirements.
- IV. That bus drivers employed by the "Bus Company" shall be required by the "Bus Company" to report immediately all accidents of any nature, The "Bus Company" will furnish the "District" with a copy of all accident reports containing complete details.
- V. That bus drivers employed by the "Bus Company" shall be required by the "Bus Company" to report to it immediately any and all problems involving the health of said driver, which might, or could possibly, affect the operation of a school bus. Said "Bus Company" shall immediately report such problems to the Superintendent of Schools or his/her designate and said "Bus Company" shall also report to the Superintendent his/her designate any such action which it has taken with respect to driver or which it recommends be taken.
- VI. All bus drivers will be careful, courteous and display good character and moral behavior at all times,
 - a) The "Bus Company" shall provide, naming as additional the 'District', the Towns of Chester, Deep River and Essex, and Regional School District #4, the following insurance coverages:
 - Automobile:
 - \$1,000,000 Combined Single Limit
 - \$1,000,000 Uninsured and Underinsured Motorist
 - \$5,000 Medical Payments
 - Commercial General Liability:
 - \$1,000,000 Combined Single Limit
 - \$5,000 Medical Payments
 - Commercial Umbrella:
 - \$10,000,000 Per Occurrence
 - b) To assure direct communication between the "Bus Company" and its drivers, two-way radios will be in all vehicles provided by the "Bus Company" at the "Bus Company's" expense.

- c) Drivers employed by the "Bus Company" shall be prohibited from using cellular telephones while transporting students of the "District" unless such use is the only way to communicate during an emergency.
- d) "The "District" shall have the right to utilize outside or alternative Special Needs Transportation at any time at its sole option without liability to the "Bus Company."

2. "DISTRICT" AGREES:

- (a.) To pay the Bus Company for the above services performed by it at the rates detailed on Appendix "A" which is included as part of this contract.
- (b.) To pay the "Bus Company" monthly for its services, upon submission to the District at the end of each monthly period, bills in duplicate detailing the number of school buses and mini buses used each school day and the total amount due.
- (c.) To inform the "Bus Company" by May 1st of each year, the estimated number of buses and mini buses needed for the next school year, and such other information concerning the layout of routes and number of pupils to be transported as may be needed.

The "District" reserves the right to fix the routes and to reduce or increase existing routes or to change the number of routes. The "District" also reserves the right to increase or decrease the number of vehicles needed during the school year upon thirty (30) days notice.

- (d.) Unless otherwise stipulated, all buses added will be at the rates detailed in Appendix "A".
- (e.) The "District" accepts responsibility for vandalism to buses directly attributable to students being transported while buses are on scheduled or special school runs..

- 3. All fuel to be consumed by the "Bus Company" shall be purchased by the District Board and shall be stored in tanks owned or leased by the "Bus Company".

The "Bus Company" shall maintain a separate pump system, maintain records of fuel consumed by each vehicle, provide sufficient help to operate the system and assume any and all costs to provide this storage and service.

The "Bus Company" shall make available for inspection by the school system's administration the daily fuel records kept for each school vehicle used pursuant to this contract,

In order to qualify for any fuel tax exemptions or refunds set forth in the Connecticut General Statutes, all fuel used by the "Bus Company" pursuant to this section shall be used exclusively for the purpose of transporting children to and from school or their extra-curricular activities.

4. The parties hereto do mutually agree as follows:

- (a.) "Bus Company" shall not assign or sublet this or any part thereof without the prior written consent of the "District".
- (b.) The "District" shall have the right to terminate this contract for any reason upon sixty 60 days written notice to "Bus Company". Upon such termination, the "Bus Company" shall be entitled to compensation no greater than the amount outstanding for the remainder of the contract year in which the termination is effective.
- (c.) The "District" shall have the right to terminate this contract immediately, and with no further obligation for acts or omissions by the "Bus Company", its representatives, agents and employees, which can reasonably be determined to violate the terms of this or endanger the safety of "District" students and/or employees or that of the general public or to cause a failure to comply with regulatory requirements.
- (d.) Acquisition of the "Bus Company" by new ownership will automatically reopen this contract. The "District" shall have the right to renegotiate its terms, conditions and costs or seek bids for transportation services from other vendors.

5. The "Bus Company" shall not discriminate against any employee or applicant who satisfies Connecticut statutory regulations regarding school bus drivers, and is otherwise qualified for employment because of race, color, religious creed, age, physical disability (in accordance with Section 504 of the Rehabilitation Act of 1973, and the Americans with Disability Act of 1992), national origin, ancestry, marital status, mental disorder, criminal record, sex (in accordance with Title IX of the 1972 Education Amendments or Title VI of the Civil Rights Act of 1964 and the Civil Right Act of 1987), or sexual orientation (in accordance with Connecticut Public Act 91-58).

The "Bus Company" shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religious creed, age, physical disability, national origin, ancestry, marital status, mental disorder, criminal record, sex, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The "Bus Company" agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies- of non-discrimination. .

The "Bus Company" in all solicitations or advertisements for employees placed by them or on their behalf, shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, age, physical disability, national origin, ancestry, marital status, mental disorder, sex, or sexual orientation. .

6. Any accident involving student transportation shall be reported to the appropriate school Principal or Superintendent as soon as possible but not later than two (2) hours from the time of such accident, A detailed written report must be submitted by the "Bus Company" to the Board as soon thereafter as possible but not later than two (2) days after the date of such accident.

Signed in the presence of:

.....

SUPERVISION DISTRICT BY:

Kimberly Allen (Business Manager)

Date

FIRST STUDENT TRANSPORTATION
BY:

Michael Trujillo

Date

APPENDIX A
PRICING SCHEDULE

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Daily Buses (Type I, 71 max) % increase	\$273.69	\$285.84	\$298.53	\$306.74	\$315.18
Daily Buses (Type II) % increase	\$262.50	\$273.9	\$286.06	\$293.93	\$302.01
Kindergarten % increase	\$51.82	\$60.85	\$71.46	\$73.43	\$75.45
Late Bus (per bus) % increase	\$55.00	\$56.38	\$57.79	\$59.38	\$61.01
Vinal Tech (1 bus) % increase	\$229.39	\$239.57	\$250.21	\$257.09	\$264.16
Athletic Field Trip Hourly	\$22.19	\$22.75	\$23.31	\$23.96	\$24.61
Trip Mileage % increase	\$2.55	\$2.62	\$2.68	\$2.76	\$2.83
Trip Minimum % increase	\$103.43	\$106.02	\$108.67	\$111.66	\$114.73

Signed in the presence of:

SUPERVISION DISTRICT BY:

Kimberly Allen (Business Manager)

Date

FIRST STUDENT TRANSPORTATION
BY:

Michael Trujillo

Date