

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

ESSEX BOARD OF EDUCATION

AGENDA

To:

Members of the Essex Board of Education

Subject:

Board of Education meeting May 09, 2019

Time:

Board meetings begin promptly at 7:00 p.m.

Place:

Media Center, Essex Elementary School

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.

- 1. Call to order 7:00 p.m. Chair, Lon Seidman
- 2. 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.
 - 2.1. Minutes from the regular meeting of March 14, 2019 (encl #1)
 - 2.2. Accounts Payable Report (encl #2)
- 3. Student report General update by EES students
- **Public comment.** 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.
- 5. Other Items:
 - 5.1. Principal's Update J. Tousignant
 - a. General Update
- 6. Reports.
 - 6.1. Financial Status Report K. Allen
 - a. Financial Status and Cafeteria Budget Updates (encl #3)
 - b. Possible VOTE to approve recommended budget transfers (encl #4)

c. <u>Joint PK-12 Committees</u> – Policy – TBD, Curriculum – T. Dickson, Finance – TBD

Finance	Policy	Curriculum
Sept. 25, 2018	Sept. 17, 2018	Sept. 17, 2018
Oct. 16 th added as well	Re-set to Oct. 15 th	
Nov. 27, 2018	Nov. 12, 2018 Re-set to Nov. 27th	Nov. 12, 2018 Set on 2nd Mon
Jan 29, 2019	Jan. 28 2019 Set on 4 th Mon.	Jan. 29, 2019 Set on 4 th Tues.
Feb. TBD 2019		
Mar. 19, 2019 cancelled	Mar. 18, 2019 cancelled	Mar. 26, 2019
May 01, 2019 cancelled	April 24, 2019 added	
May 28, 2019	May 20, 2019	May 14, 2019 Set on 2 nd Tues.
Sept. 24, 2019	Sept. 16, 2019	Sept. 17, 2019
Nov. 19, 2019 Set on 3 rd Tues.	Nov. 18, 2019	Nov. 19, 2019

- d. Supervision District Committee update L. Seidman
- e. Other committee reports
 - c.1 LEARN Committee update C. Rotella
 - c.2 Joint BOE Ad Hoc School Security Advisory Committee
- 6.3 Assistant Superintendent's report. (K. Martineau)
 - a. General Update
- 6.4 Superintendent's report. (R. Levy)
 - a. District update
 - a.1 Critical and Creative Problem Solving standing item
 - b. Information and Communication
 - b.1 Discussion regarding any pending policies standing item

 None to discuss
 - b.2 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 #5)
 - b.3 Discussion and possible VOTE to renew YMCA afterschool care contract on yearly basis (encl #6)
- 7. Public comment 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.
- 8. Executive Session Personnel Evaluation of Superintendent and Exit Interview
- 9. Future agenda items
 - 9.1 Next Joint BOE meeting is Thursday, June 06, 2019
 - 9.2 Next Essex BOE regular meeting is September 12, 2019 @ 7:00 p.m.
 - 9.3 BOE Self-evaluation (TBD)
- 10. Adjournment.



Regional School District 4 Chester – Deep River – Essex – Region 4 Boards of Education Committees – School Year 2018-19 (Updates in Progress)

Million England Par						
Joint BOE Standing Committees (standing	g committees ha	ve regularly scheduled meetings)				
		mas/Grow) CH(Iselin/Scherber) DR(Resnisky/Massey) ES(Seidman/McCluskey)				
	R4(Cavanaugh/Brookhart) CH(Bibbiani/Fearon) DR(T.Dickson/Grunko) ES(Rotella/McCa					
	R4 (Gioco/Clark/Daniels) CH (Stack/Englert) DR (Munawar/Berardis) ES (Fitton/Watson)					
	R4 (Cavanaugh	19 / Gioco 19 / Clark 19) CH (Fearor	19 /Fitzgibbons	19 / Stack 19)		
terms end in Nov. of the year listed after each name)	DR (Weglarz 19	/ Ferretti 19 / Morrissey 19) ES (Fitte	on 19 /McCluskey	y 19 / Seidman 19)		
Joint Ad Hoc Committees (ad hoc com	mittees meet fo	r a designated period or as needed)			
Personnel & Negotiations	T		Contract du	ration Initiate negotiations		
- Joint BOE Teacher negotiations		okhart Alt.) CH (Stack/Englert Alt.)	Expires 7/	/2019 6/2018		
T. DOTAL		Weglarz Alt.) ES (Fitton/Watson)		0.0010		
- Joint BOE Administrator negotiations		as ABOVE for Teacher negotiations	Expires 7			
- Joint BOE Paraeducator negotiations		as BELOW for Net Tech et al. okhart Alt.) CH (Fitzgibbons, Stack)	Expires 7/ Expires 7/			
- Joint BOE NetTechs et al negotiations (ElemSec/Elem Nurses/ElemNetTech/R4NetTEch/ElemCustodians)		retti Alt.) ES (Fitton/Watson)	Explies //	72021 372021		
- Cafeteria (all schools)		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Expires 7	/2020 3/2020		
Public Relations & Community Outreach	R4(TBD/TBD), CH (Bibbiani), ES (Seidman), DR	(Wegalarz/TBD)	•		
Technology	R4(Gioco), Cl	H(Englert), ES (Seidman), DR (Muna	war)			
School Calendar		Daniels), CH (Englert), ES (McClus		arz)		
LEARN Joint BOE representative(s)		1), CH(Myers), ES(Rotella), DR(Mun				
School Security Advisory Committee	R4(TBD), CH(Greenberg-Ellis), DR(Weglarz), ES(Fitton)					
Tuition Committee	R4(Grow), CH (Stack), DR (Morrissey), ES (McCluskey/Seidman Alt.))					
RFP Transportation Bid Review	R4(Cavanaugh), CH (Englert), DR (Weglarz), ES (Seidman/Fitton)					
RFP Legal Bid Review	R4(Daniels), CH (Bibbiani), DR (Weglarz), ES (Seidman/Fitton)					
T P U IDOBALII G '''			* 1			
Individual BOE Ad Hoc Committees	(ad hoc comm	ittees meet for a designated period	d or as needed)			
Chester BOE						
Facilities		Englert				
Internal Marketing		TBD				
PTO		Greenberg-Ellis				
CATV Advisory Council (Cable TV)		For Discussion	•			
<u>Deep River BOE</u>						
Facilities (Buildings and Grounds)		Morrissey/Ferretti				
PTO		rotating				
School Improvement Team		Weglarz/Ciaglo				
CATV Advisory Council (Cable TV)		TBD				
Essex BOE						
Building		Seidman				
PTO		Rotating				
School Improvement Team		TBD				
Essex Foundation		McCluskey / Fitton				
Communications		Rotating				
CATV Advisory Council (Cable TV)		Fitton				
Region 4 BOE						
Personnel & Negotiations		Contract	duration	Initiate negotiations		
R4 Secretaries/Nurses			res 7/2020	3/2020		
R4 Custodians			es 7/2021	3/2021		
R4 Audit & Finance		Gioco/TBD				
School Improvement Team		TBD/TBD/TBD				
R4 Grounds and Buildings Maintenance and Oversi	ght Committee	Fitton/Gioco/Grow/Clark				
R4 Building Committee	<u> </u>	TBD/TBD				
R4 Educational Foundation		TBD/TBD				
Region 4 Extra compensation points committee		Clark (only 1 rep needed)				
Public Relations & Outreach		Clark (only 1 rep needed) TBD				
R4 Safety	TBD					
R4 Advisory Council (PTO)		For Discussion				
R4 Advisory Council (PTO) R4 Facilities Study Committee		TBD				
N4 Pacifics Study Committee		191)	***			

ESSEX BOARD OF EDUCATION

Welcome to tonight's meeting of the Essex Board of Education. We appreciate your interest and attendance.

WHO WE ARE:

We are fellow residents of Essex, elected by the community to serve 6 years (2 at each biennial election) without compensation.

Loretta McCluskey, Secretary 2023 Carolyn Rotella 2019 Lon Seidman, Chair 2021 Judie McCann 2023 Mark Watson(appt. to fill vacancy until) 2019 DG Fitton, Vice-Chair 2021

Our contact information is listed in the school calendar and the school web site. Our annual goals are also listed on the school web site (www.reg4.k12.ct.us).

We are assisted in the meeting by our school administration: **Ruth I. Levy, Ed.D.**, Superintendent of Schools, Region 4 **Kristina Martineau, Ed.D.**, Assistant Superintendent **Kimberly Allen**, Business Manager

HOW YOU CAN CONTRIBUTE AND PARTICIPATE:

We typically have two "audiences of citizens" during the meeting. During this part of the meeting, you can make comments, suggestions and ask questions. We ask you to limit comments to 3 minutes. If you share a common topic with others, we encourage the use of a single spokesperson for the group. As the intention of the audience of citizens is for the Board to listen to you, the Board will not respond immediately since we may not have discussed or taken a position on the topic...please don't take this as a sign of disinterest. Our standard of courtesy and respect for the opinions of others is the same as the one expected of our students.

We encourage written input to the Board to include suggestions on future agenda items. Upon request, letters can be read at the meeting as long as they focus on issues or policies and not people.

While we value your input, please know the Board of Education meeting is a "Meeting in Public" and not a "Public Meeting." We appreciate your helping us accomplish our agenda in a time effective manner.

REGULAR MEETINGS:

Our regular meetings are normally held on the second Thursday of every other month, unless there is a conflict with school vacation or a holiday. In addition we participate in meetings of the Joint Board of Education Committee every other month along with the Boards of Education of Chester, Deep River and Region 4. Our agenda is posted a week ahead of time on the bulletin board next to the cafeteria entrance and on the school website at (www.reg4.k12.ct.us).

EXECUTIVE SESSION:

The Board may occasionally meet in "Executive Session." This closed-door meeting is for discussing items of a sensitive nature, such as personnel issues or negotiation strategy.

SPECIAL MEETINGS:

Special meetings may be called with 24 hours advanced notice, to discuss specific items. The agenda will be posted on the bulletin board by the cafeteria and the meeting will be limited to those items.

We appreciate your attendance this evening and invite your continued interest on behalf of the children and residents of Essex.



THESE MINUTES ARE SUBJECT TO BOARD APPROVAL AT THE NEXT BOARD OF EDUCATION MEETING ESSEX ELEMENTARY SCHOOL BOARD OF EDUCATION March 14, 2019 7:00pm

The regular meeting of the Essex Board of Education was held on Thursday, March 14, 2019. In attendance were Lon Seidman, Judie McCann, Carolyn Rotella, DG Fitton, Mark Watson and Loretta McCluskey. Also in attendance were Dr. Ruth Levy, Superintendent of Schools, Kim Allen, Business Manager, Jennifer Tousignant, Principal and Kelley Frazier, Clerk. Absent:

CALL TO ORDER

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

CONSENT AGENDA

Upon a motion duly made by Loretta McCluskey seconded by Mark Watson the Essex Board of Education unanimously **VOTED** to approve the minutes from the regular meeting of January 10, 2019 and the Accounts Payable report. DG Fitton abstained.

STUDENT REPORT

Ms. Tousignant introduced Camille Cobbs, Tristan Spallone and Madeline Holister who discussed the Green Team's Kindness Chain.

PUBLIC COMMENT

No Comment.

OTHER ITEMS:

Principal's Update

Ms. Tousignant discussed the activities which have happened this winter. We have a Scientist in Residence who is working on a rain garden. Grades 3-6 enjoyed the Engineering with Legos program. The Chess Club is meeting weekly. The Townscape project was unveiled.

Possible VOTE to Adopt Proposed 2019-20 Essex Elementary Budget for Presentation to the Town.

The Budget presentation is Tuesday, March 26th to the Board of Finance and April 24th is the Public Hearing.

On a motion made by DG Fitton and seconded by Loretta McCluskey, the Essex Elementary School Board of Education unanimously **VOTED** to approve the 2019-2020 budget of \$7,463,976(seven million, four hundred sixty three thousand, nine hundred seventy six dollars) and to recommend this be brought to the Town of Essex.

REPORTS:

Financial Status Report - Ms. Allen

Ms. Allen gave a brief update on the financial status for Essex Elementary School. Trends indicate a surplus at the end of the year. Ms. Allen will remain vigilant of any unforeseen circumstances and we will keep the Board informed of any developments as they arise.

Cafeteria Report - Ms. Allen

Ms. Allen gave an update on the status of the cafeteria budget. Reporting will be changed to give a more accurate picture.

Committee Reports

Finance - Next meeting is March 25, 2019. Curriculum - Next meeting is March 26, 2019. Policy - Next meeting is May 20, 2019.

OTHER COMMITTEE REPORTS

Supervision District Committee Update

The search for a new Superintendent is underway. A firm is being hired to guide the process. The RFP has been approved. Mr. Seidman and Dr. Levy have been meeting with the legislators where Cooperative agreements are being discussed.

LEARN

No report available.

Joint Ad Hoc School Security Advisory Committee

A five year plan will be developed. The Committee will continue to meet when needed and will do annual reviews.

Assistant Superintendent's Report

General Update

Ms. Martineau was not present.

SUPERINTENDENT'S REPORT

District Update

Critical and Creative Problem Solving

The E Courses for ALICE has been completed by ¾ of the staff. The rollout is being discussed during Professional Development and faculty meetings. A letter will be sent to parents in the summer. The search for the middle school Principal is underway. A candidate will be brought before the Board of Education. Budgets are being worked on.

Information and Communication

Discussion of Joint BOE Policy Committee's Recommendation of the Following Policies:

Policies were discussed.

#3260 Business-Sales and Disposal of Books, Equipment and Supplies #5118 Students – Non Resident Attendance AND Related Policy #3240 Tuition Fee #3324 Business-Ordering Goods and Services (Purchase Orders)

PUBLIC COMMENT

Nancy Johnston, Ivoryton, discussed how regionalized schools all work differently. She asked why it is so complicated here. Mr. Seidman gave the history of how the district was structured.

EXECUTIVE SESSION –PERSONNEL-Discussion Superintendent's Recommendations Regarding Staff Non-Renewals

Upon a motion duly made and seconded the Essex Elementary Board of Education unanimously **VOTED** to go into Executive Session at 8:30pm. Dr. Levy and Ms. Tousignant were invited to stay.

The Board came out of Executive Session at 8:33pm.

Upon a motion duly made and seconded the Essex Elementary Board of Education unanimously **VOTED** to approve the Staff Non-Renewal

FUTURE AGENDA ITEMS

- Next Joint BOE meeting April 4, 2019
- Next Essex BOE Meeting is May 9, 2019 @ 7:00pm
- Possible VOTE to Renew the Agreement Concerning Interim Collaborative Preschool Program (May)
- Possible VOTE to Renew Afterschool Care Contract(May)
- BOE Self-evaluation (TBD)

ADJOURNMENT

On motion duly made and seconded the Board unanimously **VOTED** to adjourn at 8:34p.m.

Respectfully Submitted,

Kelley Frazier, Secretary

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31 CHECKS

CASH ACCOUNT TOTAL



REGIONAL SCHOOL DISTRICT NO. 4

CHESTER • DEEP RIVER • ESSEX

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

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



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

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

To:

Ruth I. Levy, Ed.D., Superintendent

From:

Kim Allen, Business Manager

Date:

May 9, 2019

Re:

Essex Elementary School 2018-2019 Year to Date Budget Status Report, through April 30, 2019

Attached is 2018-2019 YTD Budget Status Report through April 30, 2019. Explanations follow for the expected budget surplus/deficit figures

Salaries: Anticipated surplus

Line 5113 Teacher Salary surplus due to staff changes and long-term substitutes.

Line 5115 Custodian Salary surplus due to staff changes after budget approved.

Benefits: Anticipated surplus.

Line 5223 FICA surplus because of salary surplus.

Purchased Services: Anticipated surplus

Line 5322 Staff Training surplus to lower than anticipated contractual course reimbursements.

Line 5330 Other Purchase Services surplus anticipated for reduced student needs.

Rentals/Repairs: Anticipated surplus.

Line 5430/5440 Surplus currently shown but anticipate general facility maintenance will use funds by the end of the school year.

Other Outside Services: Anticipated surplus

Line 5561 OOD Tuition surplus will cover deficits in transportation and communications.

Supplies: The district currently anticipates spending all budgeted funds.

Equipment: Anticipated surplus.

Other: Anticipated surplus.

ESSEX SCHOOL DISTRICT FY2018-2019 BUDGET STATUS REPORT through APRIL 30, 2019

	2018-2019	2018-2019		2018-2019	
	APPROVED	YTD	2018-2019	AVAILABLE	
ACCOUNT DESCRIPTION	BUDGET	EXPENDED	ENCUMBERED	BUDGET	% USED
5111 ADMINISTRATOR SALARY	144,892	123,879.44	21,012.50	0	100.00%
5113 TEACHER SALARY	2,113,917	1,452,909.72	604,506.96	56,500	97.33%
5114 SECRETARY SALARY	143,468	114,987.71	23,174.04	5,306	96.30%
5115 CUSTODIAN SALARY	230,227	175,548.29	33,349.76	21,329	90.74%
5116 NURSE SALARY	52,785	39,458.94	14,166.56	(841)	101.59%
5118 FOOD SERVICE SALARY	35,000	35,000.00	0.00	0	100.00%
5119 PARA-EDUCATOR SALARY	442,276	366,104.55	101,905.27	(25,734)	105.82%
5120 NETWORK TECHNICIAN SALARY	46,122	38,213.35	5,182.24	2,726	94.09%
5123 SUBSTITUTE TEACHER SALARY	55,000	25,148.88	29,851.00	0	100.00%
5124 SUB SECTY\ PARA-ED\CAFE	8,000	14,904.19	0.00	(6,904)	186.30%
5125 SUB CUSTODIAN SALARY	3,000	6,461.85	0.00	(3,462)	215.40%
5126 SUMMER CUST SALARY	14,500	6,458.80	0.00	8,041	44.54%
5133 COACH\MENTOR\EXTRA-CURRIC	13,893	8,070.00	5,823.00	0	100.00%
5134 SECRETARY OT\ BOE CLERK	1,700	468.36	871.00	361	78.79%
5135 CUSTODIAN OVERTIME SALARY	4,500	1,274.45	3,226.00	(0)	100.01%
5198 SUPERVISION DISTRICT SALARY	1,291,094	1,183,483.00	107,611.00	0	100.00%
SUBTOTAL SALARY	4,600,374	3,592,372	950,679	57,323	98.75%
5210 HEALTH INSURANCE	755,642	692,670.00	62,972.00	0	100.00%
5214 LIFE INSURANCE	4,759	3,332.63	0.00	1,426	70.03%
5223 FICA/MEDICARE	101,359	76,558.68	.53	1,740	98.28%
5250 UNEMPLOYMENT COMPENSATION	30,000	1,339.56	28,660.44	0	100.00%
5260 WORKER'S COMPENSATION	36,620	31,644.01	4,000.00	976	97.33%
5290 OTHER EMPLOYEE BENEFITS	62,181	62,181.00	0.00	.0	100.00%
5291 ANNUITIES	12,437	7,947.52	4,489.00	0	100.00%
5298 SUPV DISTRICT FRINGE BENEFITS	367,653	326,207.00	41,446.00	0	100.00%
SUBTOTAL BENEFITS	1,370,651	1,201,880	164,627	4,143	99.70%
	51 (***) 10 (***)		98 A-000	Note: telephonocologic	
5322 STAFF TRAINING	7,000	1,279.50	0.00	5,721	18.28%
5330 OTHER PROFESSIONAL SERVICES	111,245	53,943.89	52,163.98	5,137	95.38%
5398 SUPV DISTRICT PURCHASED SVCS	49,031	44,949.00	4,082.00	0	100.00%
SUBTOTAL PURCHASED SERVICES	167,276	100,172	56,246	10,858	93.51%
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5411 WATER	8,900	6,391.07	2,508.93	0	100.00%
5412 ELECTRICITY	78,334	47,747.67	30,586.33	0	100.00%
5430 REPAIRS & MAINTENANCE	204,285	171,425.79	32,859.00	0	100.00%
5440 RENTALS	101,705	22,518.02	76,705.98	2,481	97.56%
5498 SUPV DIST PURCHASED PROP	4,121	3,778.00	343.00	0	100.00%
SUBTOTAL REPAIRS/MAINTENANCE	397,345	251,861	143,003	2,481	99.38%

ESSEX SCHOOL DISTRICT FY2018-2019 BUDGET STATUS REPORT through APRIL 30, 2019

а	2018-2019	2018-2019		2018-2019	
	APPROVED	YTD	2018-2019	AVAILABLE	
ACCOUNT DESCRIPTION	BUDGET	EXPENDED	ENCUMBERED	BUDGET	% USED
5511 IN-STATE TRANSPORTATION	65,861	52,587.10	17,671.90	(4,398)	106.68%
5515 FIELD TRIPS	2,400	311.66	2,198.18	(110)	104.58%
5520 COMPREHENSIVE INSURANCE	25,411	30,151.01	0.00	(4,740)	118.65%
5530 COMMUNICATIONS	6,800	4,745.49	2,054.51	0	100.00%
5561 IN STATE TUITION	254,858	184,039.96	44,429.10	26,389	89.65%
5580 TRAVEL & CONFERENCE	9,650	6,793.32	1,898.84	958	90.07%
5598 SUPV DIST OTHR PURCH SERVICES	244,839	224,436.00	20,403.00	0	100.00%
SUBTOTAL OUTSIDE SERVICES	609,819	503,065	88,656	18,099	97.03%
5610 GENERAL SUPPLIES	20,400	13,722.78	6,762.47	(85)	100.42%
5611 INSTRUCTIONAL SUPPLIES	44,215	34,924.67	5,514.25	3,776	91.46%
5613 MAINTENANCE SUPPLIES	20,000	9,489.73	10,510.27	0	100.00%
5624 HEATING OIL	30,000	28,369.20	1,630.80	0	100.00%
5626 GASOLINE / FUEL OIL	200	0.00	200.00	0	100.00%
5629 OTHER SUPPLIES/BID LIST	21,230	10,642.14	10,084.65	503	97.63%
5641 TEXTBOOKS & WORKBOOKS	47,556	42,239.71	3,862.79	1,454	96.94%
5698 SUPERVISION DISTRICT SUPPLIES	20,991	19,242.00	1,749.00	0	100.00%
SUBTOTAL SUPPLIES	204,592	158,630	40,314	5,648	97.24%
5730 EQUIPMENT	15,149	12,178.94	725.00	2,245	85.18%
SUBTOTAL EQUIPMENT	15,149	12,179	725	2,245	85.18%
5810 DUES & FEES	3,929	3,068.05	350.00	511	87.00%
5898 SUPV DISTRICT OTHER OBJECT	1,610	1,476.00	134.00	0	100.00%
SUBTOTAL OTHER	5,539	4,544	484	511	90.78%
GRAND TOTAL	7,370,745	5,824,703	1,444,735	101,308	98.63%

ESSEX CAFETERIA BUDGET FY2018-2019 BUDGET STATUS REPORT through APRIL 30, 2019

ACCOUNT DESCRIPTION	2018-2019 YTD ACTUAL
Total Revenue	82,461.28
Expenditures	
Salary/Benefits	65,406.28
Repairs	
General Supplies	3,789.34
Food	34,728.45
<i>y</i>	103,924.07
Current Year Balance	(21,462.79)

Multi-Year Fund Summary

Carryover Deficit (17/18)	0.00
Payments Paid from Café to Reg4	0.00
Carryover Balance	0.00
GRAND BALANCE OWED FOR 18/19	60.415.01



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 <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.
- 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 31" 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 se their hand this 13th day of February, 2008.	t
Chester Board of Education	
Pamela M. Christman	
Chairperson Pamela Christman	
Deep River Board of Education	
Chairperson Lori Lenz	
Essex Board of Education	
Chairperson Lon Seidman	
Regional Supervision District Committee	
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Chairperson Terry Stewart	

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ESSEX BOARD OF EDUCATION

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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.

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.

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- 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.

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- 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.

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Date: 9/8/10

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Superintendent of Schools

Date: 9. (3:0600

By:

YMCA



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

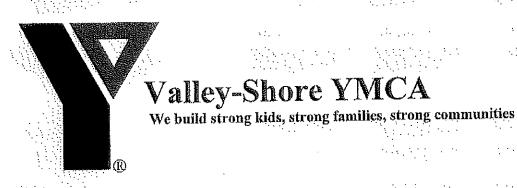
Ms. Bryan,

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.

Sincerely

Richard Ward Executive Program Director



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@ysymca.org

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