

NEW MILFORD BOARD OF EDUCATION
New Milford Public Schools
50 East Street
New Milford, Connecticut 06776

BOARD OF EDUCATION
MEETING NOTICE

DATE:	June 19, 2018
TIME:	7:30 P.M.
PLACE:	Sarah Noble Intermediate School – Library Media Center

AGENDA

New Milford Public Schools Mission Statement

The mission of the New Milford Public Schools, a collaborative partnership of students, educators, family, and community, is to prepare each and every student to compete and excel in an ever-changing world, embrace challenges with vigor, respect and appreciate the worth of every human being, and contribute to society by providing effective instruction and dynamic curriculum, offering a wide range of valuable experiences, and inspiring students to pursue their dreams and aspirations.

1. CALL TO ORDER

A. Pledge of Allegiance

2. PUBLIC COMMENT

An individual may address the Board concerning any item on the agenda for the meeting subject to the following provisions:

- A. A three-minute time limit may be allocated to each speaker with a maximum of twenty minutes being set aside per meeting. The Board may, by a majority vote, cancel or adjust these time limits.
- B. If a member of the public comments about the performance of an employee or a Board member, whether positive, negative, or neutral, and whether named or not, the Board shall not respond to such comments unless the topic is an explicit item on the agenda and the employee or the Board member has been provided with the requisite notice and due process required by law. Similarly, in accordance with federal law pertaining to student confidentiality, the Board shall not respond to or otherwise discuss any comments that might be made pertaining to students.

3. PTO REPORT

4. STUDENT REPRESENTATIVES' REPORT

5. APPROVAL OF MINUTES

- A. Approval of the following Board of Education Meeting Minutes
 - 1. Special Meeting Minutes May 22, 2018
 - 2. Special Meeting Minutes May 29, 2018

6. SUPERINTENDENT'S REPORT

7. BOARD CHAIRMAN'S REPORT

8. COMMITTEE AND LIAISON REPORTS

- A. Facilities Sub-Committee – Mr. McCauley
- B. Operations Sub-Committee – Mrs. Faulenbach
- C. Policy Sub-Committee – Mr. Schemm
- D. Committee on Learning – Mrs. McNerney
- E. EdAdvance – Mrs. Monaghan
- F. Connecticut Boards of Education (CABE) – Mr. Lawson
- G. Negotiations Committee – Mrs. Faulenbach
- H. Magnet School – Mrs. Monaghan


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9. DISCUSSION AND POSSIBLE ACTION

- A. Exhibit A: Personnel – Certified, Non-Certified Appointments, Resignations and Leaves of Absence dated June 19, 2018
- B. Monthly Reports
 - 1. Budget Position
 - 2. Purchase Resolution: D-711
 - 3. Request for Budget Transfers
- C. Gifts & Donations
 - 1. PTO-Exhibit B
 - 2. New Milford River Trail Association
- D. Policy for Approval
 - 1. 3520 Student Data Privacy
- E. Policies for First Review
 - 1. 1000 Concept, Goals and Roles in Community Relations
 - 2. 1112 News Media Relationships
 - 3. 1112.5 Media Access to Students
 - 4. 1120 Public Participation at Board of Education Meetings
 - 5. 9321 Time, Place and Notification of Meetings
- F. Bid Awards
 - 1. Food and Nutrition Services - Milk
 - 2. Food and Nutrition Services – Frozen Dessert
 - 3. Security Services
- G. Grant Approvals
 - 1. Carl D. Perkins Grant
 - 2. Adult Education Grant: ESL for Life and Work Pathways to the Future
- H. Eagle Scout Project for NES
- I. Recommendation and Approval for Designee of Superintendent of Schools
- J. Authorization for the Superintendent to accept resignations and make appointments from June 20, 2018 through September 18, 2018.
- K. Authorization for the Superintendent to purchase budgeted instructional materials and other supplies, equipment and services from June 20, 2018 through September 18, 2018.
- L. End-of-Year Balance
- M. All-Star Transportation Contract
- N. Retirement Incentive for Administrators

10. ITEMS FOR INFORMATION AND DISCUSSION

- A. Field Trip Report
- B. Annual Emergency Preparedness Report
- C. Annual Wellness Report
- D. Adjustments to the 2018-2019 Board of Education Adopted Budget

11. EXECUTIVE SESSION (Anticipated)

- A. Discussion of proposed, three-year contract for the Superintendent of Schools

12. DISCUSSION AND POSSIBLE ACTION

- A. Board vote on the Superintendent of Schools' proposed three-year contract

13. ADJOURN

ITEMS OF INFORMATION

Policy Sub-Committee Minutes – June 5, 2018

Committee on Learning Minutes – June 5, 2018

Facilities Sub-Committee Minutes – June 12, 2018

Operations Sub-Committee Minutes – June 12, 2018

New Milford Board of Education Regular Meeting
July 17, 2018 – 7:30 p.m.
Sarah Noble Intermediate School, LMC

New Milford Board of Education Regular Meeting
August 21, 2018 – 7:30 p.m.
Sarah Noble Intermediate School, LMC

**New Milford Board of Education
Special Meeting Minutes
May 22, 2018
Sarah Noble Intermediate School Library Media Center**

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NEW MILFORD, CT

Present:	Mr. David A. Lawson, Chairman Mrs. Angela C. Chastain Mr. Bill Dahl Mr. Joseph Failla Mrs. Wendy Faulenbach Mr. Brian McCauley Mrs. Tammy McInerney (arrived at 8:07 p.m.) Mr. J.T. Schemm
Absent:	Mrs. Eileen P. Monaghan

Also Present:	Mr. Joshua Smith, Superintendent of Schools Ms. Alisha DiCorpo, Assistant Superintendent of Schools Ms. Ellamae Baldelli, Director of Human Resources Mrs. Laura Olson, Director of Pupil Personnel and Special Services Ms. Roberta Pratt, Director of Technology Mr. Anthony Giovannone, Director of Operations and Fiscal Services Mr. Kevin Munrett, Facilities Director Mr. Nestor Aparicio, Assistant Facilities Director Mrs. Anne Bilko, Principal, Sarah Noble Intermediate School Mrs. Susan Murray, Principal, Northville Elementary School Ms. Elizabeth Meskill, Student Representative Mr. Gregory Winkelstern, Student Representative
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1.	Call to Order	Call to Order
A.	Pledge of Allegiance The special meeting of the New Milford Board of Education was called to order at 7:30 p.m. The Pledge of Allegiance immediately followed the call to order.	A. Pledge of Allegiance
2.	John J. McCarthy Observatory Annual Report <ul style="list-style-type: none"> Monty Robson, Director of the Observatory; Bob Lambert, Treasurer; Bill Cloutier, Observatory Board Chair; and John Gebauer, Chief Technology Officer gave a status report for the John J. McCarthy Observatory. Mr. Gebauer presented the history of the Observatory and its many accomplishments, 	John J. McCarthy Observatory Annual Report

	<p>including those of some of the students who have gone on to positions involving the science they learned there.</p> <ul style="list-style-type: none"> • The Observatory's Annual Report and Presentation to the Board can be found on the district's website home page under the Community button. • The audience and Board members gave the Observatory members a round of applause for their 18 years of service to the schools and Town. 	
3.	<p>Recognition</p> <p>A. NMHS students Joshua Abel, Hannah Arasim, Jessica Berkun, Michael Cavuoto, Nicholas Cavuoto, Jenna Drahota, Duncan Edel, Jessica Learson, Amanda Manaog, Ryan McNulty, Christina Onorato, Eliza Peery, John Santoro, Connor Stahl, Michael Tarby, Terrell Williams</p> <ul style="list-style-type: none"> • Mr. Smith noted that these students are all part of the CMEA Northern Regional Band and he asked Diane Taylor of the NMHS Music Department to recognize the students. Ms. Taylor said it means a great deal that the Music department program is so well supported. <p>B. NMPS Stars of the Month: Jennifer Andrea, Gina Bernard, Kelly DeYorio, Yvonne de St. Croix, Michael Fitzgerald, Shayna Sexton</p> <ul style="list-style-type: none"> • Mr. Smith read a comment about each Star from the person who nominated them. They each received a pin recognizing their nomination and Jennifer Andrea was randomly selected to drive the Ingersoll Automotive Courtesy Car for the month. <p>The meeting recessed at 7:57 p.m. for a brief reception and reconvened at 8:07 p.m.</p>	<p>Recognition</p> <p>A. NMHS students Joshua Abel, Hannah Arasim, Jessica Berkun, Michael Cavuoto, Nicholas Cavuoto, Jenna Drahota, Duncan Edel, Jessica Learson, Amanda Manaog, Ryan McNulty, Christina Onorato, Eliza Peery, John Santoro, Connor Stahl, Michael Tarby, Terrell Williams</p> <p>B. NMPS Stars of the Month: Jennifer Andrea, Gina Bernard, Kelly DeYorio, Yvonne de St. Croix, Michael Fitzgerald, Shayna Sexton</p>
4.	<p>Public Comment</p> <ul style="list-style-type: none"> • Megan Byrd, a New Milford resident, said she urged the Town Council to compromise on the budget and she was here tonight to ask the Board of Education to do the same. She said there are 	<p>Public Comment</p>

	<p>some voices trying to push the next referendum to fail as well. She said she appreciates the hard work of the Board and the work they did on the budget. She said everyone needs to hear that the Board of Education has been working with the Mayor on budgetary related issues. She also asked the Board to identify the areas they are thinking about cutting so members of the public can decide based on that whether to support the budget. She also urged the members of the Board to make it clear that they support the budget once it is established.</p>	
5.	<p>PTO Report</p> <ul style="list-style-type: none"> • Kathleen Lewis, Town wide PTO President, said the PTOs honored the hard working district staff last week with different celebrations ranging from a dessert bar to lunch. They will also recognize bus drivers for their work in transporting students safely. • The High School PTO will be hosting a Penny War in June, as well as a movie night at Bank Street Theater. Northville and Sarah Noble will host family nights with a “Buy One Get One Free” Scholastic book sale. Hill and Plain will entertain the students with a slide show with memories from the past year. • Students K-8 will receive their yearbooks in the next couple of weeks. All schools will have extra copies for sale. • Grad Party still needs volunteers to decorate two rooms, as well as help with moving supplies to the High School. The community is welcomed to do a walkthrough on Saturday, June 23rd from 10 a.m. – noon. • The PTO will be awarding twelve \$1,000 scholarships to seniors who are furthering their education. • June’s spirit theme is Superhero Day. 	PTO Report
6.	<p>Student Representative’s Report</p> <ul style="list-style-type: none"> • May 12 was the combined Junior and Senior prom. 	Student Representative’s Report

	<ul style="list-style-type: none"> • May 14 was the Spanish Honor Society Induction. • May 15 was the Award Breakfast for improved student performance and community service. • May 17 was the Chorus concert. • May 25-27 will be the Senior Art Show at the Maxx. • Sunday the marching band will perform in the Sherman Memorial Day Parade and then in New Milford's parade on Monday. • Senior scholarships will be presented on May 30. • May 31 is the senior banquet at Candlewood Inn and June 1 is the senior trip to Six Flags. • Yearbooks will be out in June. • The AP tests missed due to the storm have all been rescheduled. 	
7.	<p>Approval of Minutes</p> <p>A. Approval of the following Board of Education Meeting Minutes:</p> <ol style="list-style-type: none"> 1. Board Workshop Minutes April 24, 2018 2. Regular Meeting Minutes April 24, 2018 3. Regular Meeting Minutes May 3, 2018 <p>Mr. Dahl moved to approve the following Board of Education Meeting Minutes: Board Workshop Minutes April 24, 2018; Regular Meeting Minutes April 24, 2018 and Regular Meeting Minutes May 3, 2018, seconded by Mr. McCauley and passed unanimously.</p>	<p>Approval of Minutes</p> <p>A. Approval of the following Board of Education Meeting Minutes:</p> <ol style="list-style-type: none"> 1. Board Workshop Minutes April 24, 2018 2. Regular Meeting Minutes April 24, 2018 3. Regular Meeting Minutes May 3, 2018 <p>Motion made and passed unanimously to approve the following Board of Education Meeting Minutes: Board Workshop Minutes April 24, 2018; Regular Meeting Minutes April 24, 2018 and Regular Meeting Minutes May 3, 2018.</p>
8.	<p>Superintendent's Report</p> <ul style="list-style-type: none"> • Mr. Smith said May was staff appreciation for nurses, food service professionals, and teachers. Bus driver appreciation is coming up. • As to the end of the school year, the students will not have to go to school on Memorial Day. They have been in contact with the State due to the 	<p>Superintendent's Report</p>

	<p>storm closings regarding relief from the 180 day requirement but none is currently needed. A communication will go out to parents and staff this Friday about the end of the school year, as there are lots of issues around this year's school end.</p> <ul style="list-style-type: none"> • The combined junior/senior prom was successful with a high turnout. • The district owes gratitude to Eversource, the local town crews, and emergency management staff for getting the schools back up on line after the storm. There is still fallout from electrical equipment and they are working with the insurance company. While New Milford often gets snow storms, it does not often get tornadoes or storms such as this recent storm. Staff has been discussing how to structure procedures for any future events. 	
9.	<p>Board Chairman's Report</p> <ul style="list-style-type: none"> • Mr. Lawson said the new referendum date has been set for June 5. • On May 10, Mr. Lawson, Mrs. Faulenbach and the administrative team met with the Mayor and assured the Town the gap from this year's state budget cuts would be closed. He said these efforts took collaboration, cooperation and patience. • He said the Town Council met last night to discuss a new budget proposal and with the addition of the \$1.5 million for education cost sharing and the PILOT funds, the Council was able to reduce the budget to a 2.6% increase. He said the Board will still take a cut of \$968,000 if this referendum passes. He asked all Board members to forward suggestions for cuts to the Superintendent. • Mrs. Chastain clarified that with this proposal the Board of Education was not cut \$968,000, rather the request was decreased by that amount. 	<p>Board Chairman's Report</p>
10.	<p>Committee And Liaison Reports</p> <p>A. Facilities Sub-Committee – Mr. McCauley</p>	<p>Committee And Liaison Reports</p> <p>A. Facilities Sub-Committee</p>

	<ul style="list-style-type: none"> Mr. McCauley said all items discussed are on tonight's agenda including the thermal roof scan and the fuel tanks. 	
B.	<p>Operations Sub-Committee – Mrs. Faulenbach</p> <ul style="list-style-type: none"> Mrs. Faulenbach said they had a long meeting and most items discussed are on the agenda tonight for action. Those include monthly reports, the fuel tanks, bid awards, gifts and donations, grants, and food and nutrition service certifications. The fuel tanks may require the Board to speak to the Town about financial help. They did not put the fingerprinting or Source4Teachers on the agenda for this evening. They did discuss the end of year balance and the calendar was handed out. 	B. Operations Sub-Committee
C.	<p>Policy Sub-Committee – Mr. Schemm</p> <ul style="list-style-type: none"> Mr. Schemm said they have first review for policy 3520 tonight which deals with student privacy. This is state mandated legislation. They also began discussing the 1000 series of policies. 	C. Policy Sub-Committee
D.	<p>Committee on Learning – Mrs. McInerney</p> <ul style="list-style-type: none"> Mrs. McInerney said there is one curriculum on the agenda tonight for approval and that is Introduction to Engineering Design which is part of Project Lead the Way. They had a presentation from the PLTW students on updates to their projects from last fall - there were five presented. They heard a PLTW update including enrollment by grade and gender; female participation has declined somewhat. Having introduced this program at the SMS might increase that participation. They discussed the alumni survey of the Class of 2017 of which there were 342 and 306 graduated. There were 249 students for whom the district had e-mails with 62 responses given. 	D. Committee on Learning

<p>E.</p>	<p>EdAdvance – Mrs. Monaghan</p> <ul style="list-style-type: none"> Mr. Lawson reported on behalf of Mrs. Monaghan that she is officially registered as the New Milford representative and will attend the June meeting. <p>F. Connecticut Boards of Education (CABE) – Mr. Lawson</p> <ul style="list-style-type: none"> Mr. Lawson said they are sifting through all the new legislation and lobbying for relief from the 180 day requirement in light of the storm. <p>G. Negotiations Committee – Mrs. Faulenbach</p> <ul style="list-style-type: none"> Mrs. Faulenbach said they are negotiating currently with the secretarial bargaining unit, beginning the nurses in June, and teachers will reopen this summer. <p>H. Magnet School – Mrs. Monaghan</p> <ul style="list-style-type: none"> Mr. Lawson reported for Mrs. Monaghan that June 28 is the end of the magnet school year and there is no summer program planned. 	<p>E. EdAdvance</p> <p>F. Connecticut Boards of Education (CABE)</p> <p>G. Negotiations Committee</p> <p>H. Magnet School</p>
<p>11.</p> <p>A.</p>	<p>Discussion and Possible Action</p> <p>Exhibit A: Personnel – Certified, Non-Certified Appointments, Resignations and Leaves of Absence dated May 15, 2018</p> <p>Mrs. McInerney moved to approve Exhibit A: Personnel – Certified, Non-Certified Appointments, Resignations and Leaves of Absence as of May 15, 2018, seconded by Mrs. Faulenbach.</p> <ul style="list-style-type: none"> Mr. Schemm asked for clarification on the spring/fall football coaches and how the Board could guarantee jobs without a budget. Mr. Smith said the football stipend is different in that it is primarily for the fall with the expectation that they will also do spring football work. 	<p>Discussion and Possible Action</p> <p>A. Exhibit A: Personnel – Certified, Non-Certified Appointments, Resignations and Leaves of Absence dated May 15, 2018</p> <p>Motion made and passed unanimously to approve Exhibit A: Personnel – Certified, Non-Certified Appointments, Resignations and Leaves of Absence as of May 15, 2018.</p>

	<ul style="list-style-type: none"> Ms. Baldelli said these are difficult positions to fill and all offers say "pending Board approval" in case the money is not available. <p>The motion passed unanimously.</p> <p>B. Monthly Reports</p> <ol style="list-style-type: none"> Budget Position Purchase Resolution: D-710 Request for Budget Transfers <p>Mrs. Faulenbach moved to approve monthly reports: Budget Position dated April 30, 2018; Purchase Resolution D-710; and Request for Budget Transfers, seconded by Mr. McCauley.</p> <ul style="list-style-type: none"> Mrs. Faulenbach asked when the excess cost number would come in and Mr. Smith said it should be relatively soon. Mr. Giovannone said last year it came on May 26 and the year before on May 30. Mrs. Faulenbach said she is concerned there will be a reduction and Mr. Smith said they are anticipating a \$200,000 reduction. Mrs. Faulenbach said that is a large number to take into account and the Operations Sub-Committee did have a discussion about transfers. She also asked for a tally by vendor of the \$322,000 for capital. <p>The motion passed unanimously.</p> <p>C. Gifts & Donations</p> <ol style="list-style-type: none"> PTO – Exhibit B <p>Mr. Lawson moved to accept Gifts and Donations: PTO – Exhibit B in the amount of \$6,400.00, seconded by Mr. McCauley.</p> <ul style="list-style-type: none"> Mr. Lawson also noted the \$12,000 in student scholarships the PTO will be awarding. Mrs. Faulenbach asked for an overview of all money donated throughout the year. Mr. Schemm said they did look at this in Policy, and there should be a review at mid-year and end of year. 	<p>B. Monthly Reports</p> <ol style="list-style-type: none"> Budget Position Purchase Resolution: D-710 Request for Budget Transfers <p>Motion made and passed unanimously to approve monthly reports: Budget Position dated April 30, 2018; Purchase Resolution: D-710; and Request for Budget Transfers.</p> <p>C. Gifts & Donations</p> <ol style="list-style-type: none"> PTO – Exhibit B <p>Motion made and passed unanimously to approve Gifts & Donations: PTO – Exhibit B in the amount of \$6,400.00.</p>
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	<ul style="list-style-type: none"> Mrs. McInerney said the PTOs are working on a wrap up of their year too. <p>The motion passed unanimously.</p>	
D.	<p>Policy for First Review</p> <ol style="list-style-type: none"> 3520 Student Data Privacy 	<p>D. Policy for First Review</p> <ol style="list-style-type: none"> 3520 Student Data Privacy
E.	<p>Approval of the Following Curriculum</p> <ol style="list-style-type: none"> Introduction to Engineering Design <p>Mrs. McInerney moved to approve the following curriculum: Introduction to Engineering Design</p> <p>Seconded by Mr. Lawson.</p> <p>The motion passed unanimously.</p>	<p>E. Approval of the Following Curriculum</p> <ol style="list-style-type: none"> Introduction to Engineering Design <p>Motion made and passed unanimously to approve the following curriculum: Introduction to Engineering Design.</p>
F.	<p>Bid Awards</p> <ol style="list-style-type: none"> Septic Cleaning <p>Mr. Lawson moved to award the bid for Septic Cleaning to New Milford Septic, seconded by Mr. Dahl.</p> <ul style="list-style-type: none"> Mrs. Faulenbach said this was the lowest bidder as well as an established positive relationship. <p>The motion passed unanimously.</p> <ol style="list-style-type: none"> Boiler Cleaning <p>Mr. McCauley moved to award the bid for Boiler Cleaning to Pen Mar Boiler Cleaning, seconded by Mrs. McInerney.</p> <ul style="list-style-type: none"> Mrs. Faulenbach reiterated her previous comments for this vendor too. <p>The motion passed unanimously.</p>	<p>F. Bid Awards</p> <ol style="list-style-type: none"> Septic Cleaning <p>Motion made and passed unanimously to award the bid for Septic Cleaning to New Milford Septic.</p> <ol style="list-style-type: none"> Boiler Cleaning <p>Motion made and passed unanimously to award the bid for Boiler Cleaning to Pen Mar Boiler Cleaning.</p>
G.	<p>Grant Approvals</p> <ol style="list-style-type: none"> Adult Education ED 244 	<p>G. Grant Approvals</p> <ol style="list-style-type: none"> Adult Education ED 244

<p>Mr. Dahl moved to approve the Adult Education ED 244 grant in the amount of \$112,000.00, seconded by Mr. Lawson.</p> <ul style="list-style-type: none"> Mrs. Faulenbach asked if this was a reduction and Ms. DiCorpo said it was reduced by \$33,400 due to the director's position cut. <p>The motion passed unanimously.</p> <p>2. IDEA Grant</p> <p>Mr. Dahl moved to approve the IDEA-611 grant in the amount of \$871,110.00 and the IDEA-619 grant in the amount of \$34,315.00, seconded by Mr. McCauley.</p> <p>The motion passed unanimously.</p> <p>H. Food and Nutrition Services – Exhibit C</p> <p>1. Healthy Food Certification Statement</p> <p>Mr. Dahl moved that the New Milford Board of Education continue its participation in the National School Lunch Program and pursuant to Section 10-215f of the C.G.S., certify that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2018, through June 30, 2019. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to, school stores, vending machines, school cafeterias, and any fundraising activities on school premises sponsored by the school or by non-school organizations and groups, seconded by Mr. Lawson.</p> <ul style="list-style-type: none"> Mrs. McInerney asked if the Board gets money back by approving this and asked what the consequences would be if they did not. Mr. Smith answered that the reimbursement is in the 	<p>Motion made and passed unanimously to approve the Adult Education ED 244 grant in the amount of \$112,000.00.</p> <p>2. IDEA Grant</p> <p>Motion made and passed unanimously to approve the IDEA-611 grant in the amount of \$871,110.00 and the IDEA-619 grant in the amount of \$34,315.00.</p> <p>H. Food and Nutrition Services – Exhibit C</p> <p>1. Healthy Food Certification Statement</p> <p>Motion made and passed that the New Milford Board of Education continue its participation in the National School Lunch Program and pursuant to Section 10-215f of the C.G.S., certify that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2018, through June 30, 2019. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to, school stores, vending machines, school cafeterias, and any fundraising</p>
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<p>hundreds of thousands of dollars for free lunch and reduced lunch.</p> <ul style="list-style-type: none"> • Mrs. McInerney said it should be reflected in the minutes that the District could not function without this money. • Mrs. Chastain asked if the Board did not participate there would be no reimbursement for free lunch and reduced lunch and Mr. Smith said that was correct. He said the district gets audited and inspected. <p>The motion passed 7-1. Aye: Mrs. Faulenbach, Mr. Failla, Mr. Lawson, Mrs. McInerney, Mr. McCauley, Mr. Schemm, Mr. Dahl No: Mrs. Chastain</p> <p>2. Food Certification Exemptions for School Fundraisers</p> <p>Mr. McCauley moved that the New Milford Board of Education allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held, seconded by Mr. Lawson.</p> <ul style="list-style-type: none"> • Mrs. Chastain asked if there was a soccer game and someone came to the food stand from a lacrosse practice could they not buy anything and Mr. Smith said that is the strict interpretation but then the ability to enforce. He said they use a good faith effort to enforce these rules. 	<p>activities on school premises sponsored by the school or by non-school organizations and groups.</p> <p>2. Food Certification Exemptions for School Fundraisers</p> <p>Motion made and passed that the New Milford Board of Education allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day.</p>
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<ul style="list-style-type: none"> • Mrs. Chastain asked if it is a matter of enforcement or if the district is not equipped to enforce the rules, and Mr. Smith said parents are aware and the school district does not promote the practice of selling food items. • Mrs. McInerney asked if this certification has changed and Mr. Smith said no, but it needs to be done annually. • Mrs. McInerney asked if this affected after-school activities and Mr. Smith said after-school and Saturday activities are exempt. • Mr. Schemm asked if Food Services activities are self-sustaining and Mr. Smith said they are at the present time. • Mrs. Chastain said the Food Service business is not hurting for money. <p>The motion passed 7-1. Aye: Mrs. Faulenbach, Mr. Failla, Mr. Lawson, Mrs. McInerney, Mr. McCauley, Mr. Schemm, Mr. Dahl No: Mrs. Chastain</p>	<p>“Location” means where the event is being held.</p>
<p>3. Beverage Certification Exemptions</p> <p>Mrs. McInerney moved that the New Milford Board of Education allow the sale to students of beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the beverages are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity. The “school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held, and must be the same place as the food sales, seconded by Mr. Dahl.</p> <p>The motion passed 7-1. Aye: Mrs. Faulenbach, Mr. Failla, Mr. Lawson,</p>	<p>3. Beverage Certification Exemptions</p> <p>Motion made and passed that the New Milford Board of Education allow the sale to students of beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the beverages are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity. The “school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held,</p>

	<p>Mrs. McInerney, Mr. McCauley, Mr. Schemm, Mr. Dahl No: Mrs. Chastain</p> <p>I. Fuel Tanks</p> <p>Mr. Dahl moved to award the bid for the HPS fuel tank replacement to ETT Environmental Services, seconded by Mr. McCauley.</p> <ul style="list-style-type: none"> • Mr. Schemm asked if there were other bids and Mr. Smith said there were bids on three: HPS, SNIS and Lillis but Hill & Plain is the only one that requires the fuel tank to heat the building. If this installation does not happen before heating season, we would not be able to heat the building while replacement takes place. He said Sarah Noble has a redundant system of natural gas. He said they will need 10-12 weeks lead time to get any of these projects done. • Mrs. Faulenbach asked why they were not talking about all three bids and Mr. Smith said they would not be bringing forward the Lillis Building at this time. • Mrs. Faulenbach said there needs to be discussion about how these will be paid for and that should be discussed with the Town. She understands the urgency for HPS but thinks time needs to be taken with the other ones to explore funding. • Mrs. Faulenbach asked if the \$92,000 was coming out of this year's budget and Mr. Smith said two options are the operating budget or capital reserve. • Mrs. Faulenbach said the Board is covering the \$450,000 gap with the Town and there is still a potential shortfall in excess cost reimbursement. She said she hoped any tank replacements could come from end of year balance then capital reserve. • Mr. Smith said they need to place the order because of the long lead time to get a tank. Funding can be decided over the next few months. He said he has been a big proponent of using the capital reserve for these types of expenses, but not to draw it down too quickly. 	<p>and must be the same place as the food sales.</p> <p>I. Fuel Tanks</p> <p>Motion made and passed to award the bid for the HPS fuel tank replacement to ETT Environmental Services.</p>
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- Mr. Lawson noted the specific urgency for Hill & Plain.
- Mrs. McInerney asked when this work would be done and Mr. Smith said they were hopeful it would be done before the start of the school year.
- Mr. Schemm noted that the threshold for bonding was not met as the price tag was not high enough.
- Mr. Lawson said they did bring this up with the Mayor, to possibly combine with other Town projects, but that has not occurred.
- Mr. Failla said the Town is capable of bonding these projects.

The motion passed 7-1.

Aye: Mrs. Faulenbach, Mrs. Chastain, Mr. Lawson, Mrs. McInerney, Mr. McCauley, Mr. Schemm, Mr. Dahl

No: Mr. Failla

Mr. Dahl moved to award the bid for the SNIS fuel tank replacement to True Blue Environmental Services, seconded by Mr. McCauley.

- Mrs. Faulenbach asked about the timing issue for this tank.
- Mr. Lawson said SNIS is run on natural gas but the fuel tank does run the generator for the Town when the building is used as an emergency shelter.
- Mr. Smith said the official cutoff date is January 1st for the DEEP compliance issue. It takes about two months to order and replace. He said the timeline is not as critical here. The most ideal time is in the summer for replacement but we can work with timing. This would be the second priority for tank replacement after HPS. We could come back in June and have additional conversation.
- Mr. Schemm asked if the capacity of the replacement tank would be the same. Mr. Smith said there were discussions on the pros and cons about that going on now.
- Mr. Failla said he thought the Town should pay for this tank as they need it, not the school.

Motion made to award the bid for the SNIS fuel tank replacement to True Blue Environmental Services.

	<ul style="list-style-type: none"> • Mr. Lawson suggested some collaboration was needed at the very least. • Mrs. Chastain said she wanted to make a motion to table this discussion until we can get back with the Town and have a better idea of end of year finances. • Mr. Lawson said there was a motion on the floor. • Mrs. Faulenbach said that motion could be withdrawn by original members and a motion to table suggested. <p>Mr. Dahl withdrew his motion and Mr. McCauley withdrew his second.</p> <ul style="list-style-type: none"> • Mrs. Faulenbach said she didn't think these commitments should be made when the Board doesn't know how they will be paid for. <p>Mrs. Chastain moved to table discussion, seconded by Mrs. Faulenbach.</p> <p>The motion passed unanimously.</p>	<p>Motion withdrawn.</p> <p>Motion made and passed unanimously to table discussion.</p>
12.	Items For Information And Discussion	Items For Information And Discussion
A.	<p>Last Day of School for Students</p> <ul style="list-style-type: none"> • Mr. Smith said there is a large amount of logistics to setting the last day of school, including working with bargaining units. He said they had actually scheduled 181 days so barring any more school closures the last day can be June 28. Graduation will still take place June 23. • Mr. Dahl asked if there could be early dismissal in case it is very hot and Mr. Smith said they can determine the length of the day but have to adjust based on the labor contracts. • Mrs. Chastain said excused absences need to be clearly spelled out. Mr. Smith said students with less than nine days out are okay; truancy comes into play when students have over nine. 	A. Last Day of School for Students
B.	Thermal Scan/Roof Report and Recommendations	B. Thermal Scan/Roof Report and Recommendations

	<ul style="list-style-type: none"> • Mr. Smith said the high school roof sustained the most damage from the storm. He noted that the roof is 18 years old. He said Northville and Hill and Plain are beyond their expected life at this point. Sarah Noble's roof could be a four year project at a total cost of \$3,000,000. He said conversation started with the turf field and its need to be in a replacement cycle. Roofs etc. should be the same. He said the Town needs to consider a 30 year bonding plan for roofs, windows and parking lots. • Mr. McCauley said they need to look at the quality of the roof and the materials used. <p>C. End of Year Balance</p> <ul style="list-style-type: none"> • Mrs. Faulenbach said the Board has agreed to cover the \$450,000 shortfall from the State reduction in this year's budget. <p>D. 2018-19 Budget Reductions</p> <ul style="list-style-type: none"> • Mr. Lawson said there is no budget yet for the 2018-19 year and the proposal up for referendum already calls for a \$968,000 reduction. If Board members have suggestions they should contact him or Mr. Smith. • Mr. Smith noted that the budget reduction document is a DRAFT and is arranged by impact to students from low to high. • Mrs. McInerney asked if there was a reason the Board would wait until after the referendum to look at what specifically might need to be cut. Mr. Smith said there is no rule, it just has been historically done that way. • Mrs. Chastain said all the people complaining on social media sites should know what might be cut. • Mrs. Faulenbach said this conversation is healthy and the Board should talk publicly about areas that will be looked at for reductions. • Mr. Lawson said with a \$968,000 cut everything is on the table. But he said he needs to see the end of year totals, medical costs, and negotiations so they can have all the facts in front of them. 	<p>C. End of Year Balance</p> <p>D. 2018-19 Budget Reductions</p>
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E.	<p>Field Trip Report</p> <ul style="list-style-type: none"> Mrs. Chastain suggested a meeting be set to discuss this. Mr. Dahl agreed with setting up a meeting specifically for this. There was no discussion. 	E. Field Trip Report
13.	<p>Discussion and Possible Action (Executive Session Anticipated)</p> <p>A. Discussion of Superintendent's performance and performance evaluation and possible new contract of employment.</p> <p>Mr. Failla moved to enter into Executive Session to discuss the Superintendent's performance, evaluation, employment and contract and to invite Mr. Joshua Smith into the session, seconded by Mr. Lawson and passed unanimously.</p> <p>The Board and Mr. Smith entered executive session at 9:45 p.m.</p> <p>The Board returned to public session at 10:35 p.m.</p>	<p>Discussion and Possible Action (Executive Session Anticipated)</p> <p>A. Discussion of Superintendent's performance and performance evaluation and possible new contract of employment.</p> <p>Motion made and passed unanimously to enter into Executive Session to discuss the Superintendent's performance, evaluation, employment and contract and to invite Mr. Joshua Smith into the session.</p>
14.	<p>Discussion and Possible Action</p> <p>A. Discussion and possible authorization of Board Chair and Board Counsel to enter discussions and/or negotiations with Superintendent of Schools on new, three-year contract.</p> <p>Mr. Dahl moved that the Board authorize the Board Chair and the Board's legal counsel to enter into discussions and/or negotiations with the Superintendent of Schools on a new, three-year contract, the final terms of which shall be subject to Board approval, seconded by Mr. McCauley and passed unanimously.</p>	<p>Discussion and Possible Action</p> <p>A. Discussion and possible authorization of Board Chair and Board Counsel to enter discussions and/or negotiations with Superintendent of Schools on new, three-year contract.</p> <p>Motion made and passed unanimously to authorize the Board Chair and the Board's legal counsel to enter into discussions and/or negotiations with the Superintendent of Schools on a new, three-year contract, the final terms of which shall be subject to Board approval.</p>

15.	Adjourn Mr. McCauley moved to adjourn the meeting at 10:36 p.m., seconded by Mr. Dahl and passed unanimously.	Adjourn Motion made and passed unanimously to adjourn at 10:36 p.m.
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Respectfully submitted:



Angela C. Chastain

Secretary

New Milford Board of Education

**New Milford Board of Education
Special Meeting Minutes
May 29, 2018
Sarah Noble Intermediate School Library Media Center**

Present:	Mr. David A. Lawson, Chairperson Mr. Bill Dahl Mr. Brian McCauley Mrs. Tammy McInerney Mrs. Eileen P. Monaghan Mr. J.T. Schemm
Absent:	Mrs. Angela C. Chastain Mr. Joseph Failla Mrs. Wendy Faulenbach

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NEW MILFORD, CT

Also Present:	Mr. Joshua Smith, Superintendent of Schools Mr. Anthony Giovannone, Director of Fiscal Services and Operations Ms. Roberta Pratt, Director of Technology Mrs. Laura Olson, Director of Pupil Personnel and Special Services Mr. Kevin Munrett, Facilities Director
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1.	Call to Order	Call to Order
A.	Pledge of Allegiance The special meeting of the New Milford Board of Education was called to order at 6:30 p.m. The Pledge of Allegiance immediately followed the call to order.	A. Pledge of Allegiance
2.	Public Comment	Public Comment
A.	To receive public comment regarding the proposed Board of Education budget as recommended by the Town Council on May 21, 2018 for the fiscal year beginning July 1, 2018 and ending June 30, 2019 <ul style="list-style-type: none"> Mr. Lawson said the Board is here to listen to public comment regarding the budget. He noted that due to the date of the upcoming referendum, there was a tight window in which to hold this special meeting. As such, some Board members are not able to be here due to prior commitments that were scheduled long before this meeting. Megan Byrd, a New Milford resident, thanked the Board for holding this meeting so that the 	A. To receive public comment regarding the proposed Board of Education budget as recommended by the Town Council on May 21, 2018 for the fiscal year beginning July 1, 2018 and ending June 30, 2019

public can say what is important to them and what matters to their students. She said in her case, she has two 3rd grade children. They are bright students and being watched for the Talented and Gifted Program (TAG) so keeping that is key for her. Her daughter has a 504 plan for her ADHD so keeping extra classroom supports, such as paraeducators, is important to her too, especially as class sizes are increasing. Her children participate in before and after school intramurals and clubs and she finds them a huge benefit socially and intellectually. She said if the Board is considering eliminating them, she hopes they will ask the parents to financially support them instead, so that they can continue. She has heard talk about cutting administrators and secretaries to save money. In her experience, they are busy all the time, multitasking as is. Students will be impacted if a cut is made at that level. In the end, she asks the Board to try and cut where there will be the least impact to students.

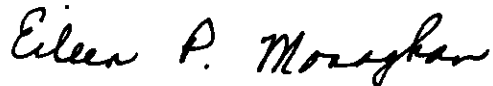
- Greg Mullen, a New Milford resident, said for his children, his priorities include keeping the TAG program, after school enrichment and music programs. He says the Town Council is dealing with the reality of the Town's financial situation and the lack of support from the state. While he appreciates all the BOE does, he believes they need to share the burden with the Town.
- Jennifer Tuozzoli, a NES kindergarten teacher, said there has been a lot trimmed at the elementary level already. She said paraeducator support in the classroom for students is important and she suggested that adding positions back into classrooms could free up funds in other areas. She said they are seeing significant student needs at the elementary level, and that gap will only grow in the future if they are not addressed at this level where it all starts.
- Roseanne Petruso, a New Milford resident, said she is a teacher in another town and she agrees

the elementary level is key; if gaps are not addressed there, students may never recover. She said she also thought smaller class sizes were important.

- Greg Mullen asked for clarification regarding the \$1.2 million unencumbered surplus which keeps getting discussed at the Town level. He said there is waste in government and New Milford is no exception; improved efficiencies are needed. He asked that cuts be fair across the Board and that administrators share the same pain as the rest.
- Julia Taborsak, a New Milford resident, asked the Board to continue to look at cost sharing with other towns, as they have been. She asked that the Board continue to fund enrichment programs, as they are such a benefit to students.
- Megan Byrd asked what the process is moving forward with the budget. Mr. Lawson answered for general clarification. When the budget is finalized, the superintendent will recommend adjustments, the Board will have discussion at a public meeting and ultimately decide. He said Board members have had input for months now. In late September, the process will start all over again for the following year's budget. Projecting a year or more out creates quite a challenge.
- Yvonne de St. Croix, NMPS TAG teacher, said she primarily services grades 3-8. She spoke in support of the K-5 Science enrichment teacher, with whom she works hand in hand. She said the teacher is an essential component to the work Ms. de St. Croix does with TAG.
- Megan Byrd and Jennifer Tuozzoli agreed. Jennifer said the K-5 teacher is a valuable resource to teachers, especially with the new NGSS science standards.
- Greg Mullen said he supports both TAG and the Science enrichment and doesn't think there is enough money for these programs now.
- Jennifer Tuozzoli said that any cuts to administrators will have a domino effect and suggested that allowances would have to be

	<p>made in such things as the amount of evaluations that administrators do.</p> <ul style="list-style-type: none">• Mr. Lawson asked for final comments. When none were forthcoming, he reminded the group that they are not limited to this one opportunity. Comments are always welcome and the Superintendent can be contacted by phone and email. Public comment is also offered at all Board and Sub-Committee meetings.• Mr. Dahl thanked the people present for coming and said he wished the Board had heard from more people.	
3.	<p>Adjourn</p> <p>Mr. Dahl moved to adjourn the meeting at 6:54 p.m., seconded by Mr. McCauley and passed unanimously.</p>	<p>Adjourn</p> <p>Motion made and passed unanimously to adjourn the meeting at 6:54 p.m.</p>

Respectfully submitted:



Eileen P. Monaghan
Assistant Secretary
New Milford Board of Education

NEW MILFORD PUBLIC SCHOOLS

EXHIBIT A

Regular Meeting of the Board of Education
Sarah Noble Intermediate School
New Milford, Connecticut
June 19, 2018
** as of June 15, 2018

ACTION ITEMS

A. Personnel

1. CERTIFIED STAFF

a. RESIGNATIONS

- | | |
|--|-------------------------|
| 1. Mrs. VickiValaine Braucci , Social Studies Teacher, Schaghticoke Middle School
<u>Move</u> that the Board of Education approve the resignation, due to retirement, of Mrs. VickiValaine Braucci as Social Studies Teacher at Schaghticoke Middle School effective June 29, 2018. | Retirement |
| 2. Ms. Karen Brenneke , District-wide Literacy Coach
<u>Move</u> that the Board of Education approve the resignation of Ms. Karen Brenneke as District-wide Literacy Coach effective June 29, 2018. | Personal Reasons |
| 3. Mrs. Joyce Johnson , Math Teacher, Schaghticoke Middle School
<u>Move</u> that the Board of Education approve the resignation, due to retirement, of Mrs. Joyce Johnson as Math Teacher at Schaghticoke Middle School effective June 29, 2018. | Retirement |
| 4. Ms. Corby Kennison , District-wide Math Coach
<u>Move</u> that the Board of Education approve the resignation, due to retirement, of Ms. Corby Kennison as District-wide Math Coach effective June 29, 2018. | Retirement |
| 5. Mr. Justin Mack , Elementary Teacher, Sarah Noble Intermediate School
<u>Move</u> that the Board of Education approve the resignation of Mr. Justin Mack as Elementary Teacher at Sarah Noble Intermediate School effective June 29, 2018. | Took position elsewhere |
| 6. Mrs. Holly Mackey , Part-time (.50) Special Education Teacher, Northville Elementary School
<u>Move</u> that the Board of Education approve the resignation of Mrs. Holly Mackey as Part-time (.50) Special Education Teacher at Northville Elementary School effective June 29, 2018. | Took position elsewhere |

<p>7. **Mrs. Kathleen Taylor, Special Education Teacher, Hill and Plain School <u>Move</u> that the Board of Education approve the resignation, due to retirement, of Mrs. Kathleen Taylor as Special Education Teacher at Hill and Plain School effective June 29, 2018.</p>	Retirement
<p>8. Mrs. Karen Terhaar, Science Teacher, New Milford High School <u>Move</u> that the Board of Education approve the resignation, due to retirement, of Mrs. Karen Terhaar as Science Teacher at New Milford High School effective June 29, 2018.</p>	Retirement
<p>2. CERTIFIED STAFF b. NON-RENEWALS 1. None</p>	
<p>3. CERTIFIED STAFF c. APPOINTMENTS 1. **Mrs. Michelle Bouchard, School Psychologist, New Milford High School <u>Move</u> that the Board of Education appoint Mrs. Michelle Bouchard as School Psychologist at New Milford High School effective August 24, 2018. 2018-2019 Salary – \$70,332 (Step 9J)</p>	<p><i>Education History:</i> BA: LaSalle University Major: Psychology & French MS: University of Hartford Major: School Psychology 6th Year Cert: University of Hartford Major: School Psychology</p> <p><i>Work Experience:</i> 8 yrs. Bethel Middle School</p> <p>Replacing: J. Altenhof</p>
<p>4. MISCELLANEOUS STAFF a. RESIGNATIONS 1. None</p>	
<p>5. MISCELLANEOUS STAFF b. APPOINTMENTS 1. None</p>	
<p>6. NON-CERTIFIED STAFF a. RESIGNATIONS 1. Ms. Charlotte Allen, Special Education Paraeducator, Litchfield Hills Transition Center <u>Move</u> that the Board of Education approve the resignation of Ms. Charlotte Allen as Special Education Paraeducator at Litchfield Hills Transition Center effective June 25, 2018.</p>	Personal Reasons

- | | |
|--|-------------------------|
| <p>2. Mrs. Antoinette Fortuna, Special Education Paraeducator, Sarah Noble Intermediate School
<u>Move</u> that the Board of Education approve the resignation of Mrs. Antoinette Fortuna as Special Education Paraeducator at Sarah Noble Intermediate School effective June 29, 2018.</p> | Personal Reasons |
| <p>3. Mrs. Tracy Law, Secretary to Assistant Principal, Schaghticoke Middle School
<u>Move</u> that the Board of Education approve the resignation of Mrs. Tracy Law as Secretary to Assistant Principal at Schaghticoke Middle School effective June 7, 2018.</p> | Personal Reasons |
| <p>4. Mrs. Mary Mercer, Special Education Paraeducator, Sarah Noble Intermediate School
<u>Move</u> that the Board of Education approve the resignation, due to retirement, of Mrs. Mary Mercer as Special Education Paraeducator at Sarah Noble Intermediate School effective June 29, 2018.</p> | Retirement |
| <p>5. Mrs. Suanne Merlino, Instructional Paraeducator, Sarah Noble Intermediate School
<u>Move</u> that the Board of Education approve the resignation, due to retirement, of Mrs. Suanne Merlino as Instructional Paraeducator at Sarah Noble Intermediate School effective June 29, 2018.</p> | Retirement |
| <p>6. Mrs. Catherine Neill, Career Center Secretary, New Milford High School
<u>Move</u> that the Board of Education approve the resignation, due to retirement, of Mrs. Catherine Neill as Career Center Secretary at New Milford High School effective June 29, 2018.</p> | Retirement |
| <p>7. Mrs. Lisa Viglione, Special Education Paraeducator, Sarah Noble Intermediate School
<u>Move</u> that the Board of Education approve the resignation of Mrs. Lisa Viglione as Special Education Paraeducator at Sarah Noble Intermediate School effective June 29, 2018.</p> | Took position elsewhere |
| <p>8. Mrs. Diane Witkoski, Special Education Paraeducator, Litchfield Hills Transition Center
<u>Move</u> that the Board of Education approve the resignation, due to retirement, of Mrs. Diane Witkoski as Special Education Paraeducator at Litchfield Hills Transition Center effective January 1, 2019.</p> | Retirement |

7. NON-CERTIFIED AND LICENSED STAFF

b. APPOINTMENTS

- 1. None**

8. ADULT EDUCATION STAFF

a. RESIGNATIONS

- 1. None**

9. ADULT EDUCATION STAFF

b. APPOINTMENTS

- 1. None**

10. BAND STAFF

a. RESIGNATIONS

- 1. None**

11. BAND STAFF

b. APPOINTMENTS

- 1. None**

12. COACHING STAFF

a. RESIGNATIONS

- | | |
|--|------------------|
| <p>1. Ms. Amie Bush, Varsity Dance Coach, New Milford High School
<u>Move</u> that the Board of Education approve the resignation of Ms. Amie Bush as Varsity Dance Coach at New Milford High School effective April 3, 2018.</p> | Personal Reasons |
| <p>2. Ms. Cindy Dubret, Varsity Cheerleading Coach, New Milford High School
<u>Move</u> that the Board of Education approve the resignation of Ms. Cindy Dubret as Varsity Cheerleading Coach at New Milford High School effective May 21, 2018.</p> | Personal Reasons |
| <p>3. Mr. Benjamin Germain, Boys' JV Basketball Coach, New Milford High School
<u>Move</u> that the Board of Education approve the resignation of Mr. Benjamin Germain as Boys' JV Basketball Coach at New Milford High School effective May 8, 2018.</p> | Personal Reasons |
| <p>4. Mr. Ethan Saldana, Girls' Assistant JV Volleyball Coach, New Milford High School
<u>Move</u> that the Board of Education approve the resignation of Mr. Ethan Saldana as Girls' Assistant JV Volleyball Coach at New Milford High School effective January 19, 2018.</p> | Personal Reasons |

13. COACHING STAFF

b. APPOINTMENTS

- 1. None**

14. LEAVES OF ABSENCE

- 1. None**

9. DISCUSSION AND POSSIBLE ACTION

The following items can be found attached to the agenda for the

Operations Sub-Committee meeting of June 12, 2018:

<http://images.pcmac.org/Uploads/NewMilfordPS/NewMilfordPS/Departments/MeetingSchedule/ops061218wsup.pdf>

- B. Monthly Reports
 - 1. Budget Position
 - 2. Purchase Resolution: D-711
 - 3. Request for Budget Transfers
- C. Gifts & Donations
 - 2. New Milford River Trail Association
- F. Bid Awards
 - 1. Food and Nutrition Services - Milk
 - 2. Food and Nutrition Services – Frozen Dessert
 - 3. Security Services
- G. Grant Approvals
 - 1. Carl D. Perkins Grant
 - 2. Adult Education Grant – ESL for Life and Work Pathways to the Future
- L. End-of-Year Balance
- N. Retirement Incentive for Administrators

The following items can be found attached to the agenda for the

Policy Sub-Committee meeting of June 5, 2018:

<http://images.pcmac.org/Uploads/NewMilfordPS/NewMilfordPS/Departments/MeetingSchedule/pol060518wsup.pdf>

- E. Policies for First Review
 - 1. 1000 Concept, Goals and Roles in Community Relations
 - 2. 1112 News Media Relationships
 - 3. 1112.5 Media Access to Students
 - 4. 1120 Public Participation at Board of Education Meetings
 - 5. 9321 Time, Place and Notification of Meetings

The following items can be found attached to the agenda for the

Facilities Sub-Committee meeting of June 12, 2018:

<http://images.pcmac.org/Uploads/NewMilfordPS/NewMilfordPS/Departments/MeetingSchedule/fac061218wsup.pdf>

- H. Eagle Scout Project for NES

10. ITEMS FOR INFORMATION AND DISCUSSION

The following items can be found attached to the agenda for the

Operations Sub-Committee meeting of June 12, 2018:

<http://images.pcmac.org/Uploads/NewMilfordPS/NewMilfordPS/Departments/MeetingSchedule/ops061218wsup.pdf>

- B. Annual Emergency Preparedness Report
- C. Annual Wellness Report
- D. Adjustments to the 2018-2019 Board of Education Adopted Budget

New Milford PTO
Parent Teacher Organization
PO Box 1343
New Milford, CT 06776

June 7, 2018

Mr. Joshua Smith
Superintendent
50 East Street
New Milford, CT 06776

Dear Mr. Smith:

The New Milford PTO is pleased to present the following gifts to the Board of Education for approval. Please arrange for these gifts to be placed on the agenda at the next Board of Education meeting.

Schaghticoke Middle School

\$3,410.00 Funding toward the 8th grade field trip to Lake Compounce.

Sarah Noble Intermediate School

\$3,139.00 Funds for the third grade field trip to the Sharon Audobon Center. This trip will support the 3rd grade curriculum.

\$3,000.00 Three presentations by the African Music and Culture group "Crocodile River Music". All students will attend.

Hill and Plain Elementary School

\$1,206.27 First grade field trip to bank street theater to view Charlotte's Web. This movie experience will allow students to compare literacy story elements to those in a book.

\$1,068.27 Second grade field trip to bank street theater to view Charlotte's Web. This movie experience will allow students to compare literacy story elements to those in a book.

\$2,050.00 Kindergarten field trip to the Ridgefield Playhouse too Henry the Dirty Dog. The students will experience literacy coming alive.

\$13,873.54 Grand Total

Sincerely,
Kathleen Lewis, TW PTO President

FOR APPROVAL per Board Bylaw 9311

Language modifications in red.

COMMENTARY: Language modified after First Review by the Board to reflect CT Public Act 18-125: An Act Concerning Revisions to the Student Data Privacy Act.

3520(a)

Business/Non-Instructional Operations

Student Data Privacy

I. Purpose

Properly safeguarding confidential student information, student records and student-generated content is of the utmost importance to the Board of Education. While the Board recognizes that digital programs, applications (“apps”) and platforms can be essential 21st Century educational tools that greatly enhance student learning, appropriate safeguards must be taken to ensure that the use of such digital learning tools does not unreasonably jeopardize student privacy.

Accordingly, in contracting and interacting with outside entities that will have access to student data, New Milford Public Schools’ personnel must follow the provisions set forth in this policy.

II. Definitions

For the purposes of this policy, the following definitions shall apply:

1. **“Contractor”** means an operator or consultant that is in possession of or has access to New Milford Public Schools’ student information, student records or student-generated content as a result of a contract with the New Milford Board of Education.
2. **“Operator”** means any person who (A) operates an Internet website, online service or mobile application with actual knowledge that such Internet website, online service or mobile application is used for school purposes and was designed and marketed for school purposes, to the extent it is engaged in the operation of such Internet website, online service or mobile application, and (B) collects, maintains or uses student information.
3. **“Consultant”** means a professional who provides noninstructional services, including, but not limited to, administrative, planning, analysis, statistical or research services, to New Milford Board of Education pursuant to a contract with the Board of Education.
4. **“Student information”** means personally identifiable information or material of a New Milford Public Schools’ student in any media or format that is not publicly available and is any of the following: (A) Created or provided by a New Milford Public Schools’ student or the parent or legal guardian of a New Milford Public Schools’ student, to the operator in the course of the student, parent or legal guardian using the operator's Internet website, online service or mobile

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application for school purposes, (B) created or provided by an employee or agent of the New Milford Public Schools to an operator for school purposes, or (C) gathered by an operator through the operation of the operator's Internet website, online service or mobile application and identifies a student, including, but not limited to, information in the student's records or electronic mail account, first or last name, home address, telephone number, date of birth, electronic mail address, discipline records, test results, grades, evaluations, criminal records, medical records, health records, Social Security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious affiliations, text messages, documents, student identifiers, search activity, photographs, voice recordings, survey responses or behavioral assessments.

5. **“Student record”** means any information directly related to a student that is maintained by a local or regional board of education, the State Board of Education or the Department of Education or any information acquired from a student through the use of educational software assigned to the student by a teacher or employee of the New Milford Public Schools, except “student record” does not include de-identified student information allowed under the contract to be used by the contractor to (A) improve educational products for adaptive learning purposes and customize student learning, (B) demonstrate the effectiveness of the contractor's products in the marketing of such products, and (C) develop and improve the contractor's products and services.
6. **“Student-generated content”** means any student materials created by a student including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files or photographs, except “student-generated content” does not include student responses to a standardized assessment.
7. **“Directory information”** has the same meaning as provided for under Family Educational Rights and Privacy Act (“FERPA”) regulations, as amended from time to time.
8. **“School purposes”** means purposes that customarily take place at the direction of a teacher or the New Milford Board of Education, or aid in the administration of school activities, including, but not limited to, instruction in the classroom, administrative activities and collaboration among students, school personnel or parents or legal guardians of students.

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9. **“Student”** means a person who is a resident of the state and (A) enrolled in a preschool program participating in the state-wide public school information system, pursuant to section 10-10a, (B) enrolled in grades kindergarten to twelve, inclusive, in a public school, (C) receiving special education and related services under an individualized education program, or (D) otherwise the responsibility of a local or regional board of education.
10. **“Targeted advertising”** means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student-generated content or inferred over time from the usage of the operator's Internet website, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. “Targeted advertising” does not include any advertising to a student on an Internet website that such student is accessing at the time or in response to a student's response or request for information or feedback.
11. **“De-identified student information”** means any student information that has been altered to prevent the identification of an individual student.
12. **“Persistent unique identifier”** means a unique piece of information that can be used to recognize a user over time and across different Internet websites, online services or mobile applications and is acquired as a result of the use of a student's use of an operator's Internet website, online service or mobile application.

III. Contracting Requirements

A. Required Terms

On or after July 1, 2018, the Board will only enter into a contract with a contractor that provides for the sharing of or access to student information, student records or student-generated content where such contract includes the following required provisions:

1. A statement that student information, student records and student-generated content are not the property of or under the control of a contractor;
2. A description of the means by which the Board may request the deletion of any student information, student records or student-generated content in the possession of the contractor that is not (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of

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a disaster recovery storage system that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the contractor, provided that the Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery;

3. A statement that the contractor shall not use student information, student records and student-generated content for any purposes other than those authorized pursuant to the contract;
4. A description of the procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student record;
5. A statement that the contractor shall take actions designed to ensure the security and confidentiality of student information, student records and student-generated content;
6. A description of the procedures that a contractor will follow to notify the Board, in accordance with the provisions of section 10-234dd of the Connecticut General Statutes, when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content;
7. A statement that student information, student records or student-generated content shall not be retained or available to the contractor upon expiration of the contract between the contractor and the Board except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the contractor after the expiration of such contract for the purpose of storing student-generated content;
8. A statement that the contractor and the New Milford Board of Education shall ensure compliance with FERPA, as amended from time to time;
9. A statement that the laws of the state of Connecticut shall govern the rights and duties of the contractor and the New Milford Board of Education; and
10. A statement that if any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect

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other provisions or applications of the contract which can be given effect without the invalid provision or application.

Any provision of a contract entered into between a contractor and the Board on or after July 1, 2018, that conflicts with any of the aforementioned required provisions listed above shall be void. Where the Board and a contractor have entered into a contract with such a conflicting provision, the Board shall seek to amend its contract with the contractor to eliminate the conflicting provision(s) and ensure that all required contracting provisions listed above are properly included in the contract.

Any contract entered into on or after July 1, 2018, that does not include (1) the required provisions listed above or (2) the uniform student data privacy terms-of-service agreement developed by the Connecticut Commission for Educational Technology shall be void provided that the Board has first given reasonable notice to the contractor and the contractor has failed within a reasonable time to amend the contract to include such required provisions or the uniform terms-of-service addendum. The Board and a contractor may include the Connecticut Commission for Educational Technology uniform terms-of-service agreement addendum to satisfy the requirements of Conn. Gen. Stat. § 10-234bb.

B. Parent and Student Notification

The Board shall maintain and update, as necessary, an Internet web site with information relating to all contracts entered into with a contractor that provides for the sharing of or access to student information, student records or student-generated content. Not later than five business days after executing a contract with a contractor that provides for the sharing of or access to student information, student records or student-generated content the Board shall post notice of such contract on the Board's internet web site. The notice shall include the contract and shall:

1. State that the contract has been executed and the date that such contract was executed;
2. Provide a brief description of the contract and the purpose of the contract, and
3. State what student information, student records or student-generated content may be collected as a result of the contract.

On or before September first of each school year, the Board shall electronically notify students and parents or legal guardians of students of the address of the Board's Internet web site as described above.

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C. Parent and Student Continued Account Access

Students, parents, or guardians may request in writing via an email through the Director of Technology, or his/her designee, that a Contractor with whom the Board has contracted establish a personal account for the student to maintain active use of the services to continue to store student-generated content.

D. Special Education Students

The Board shall not be required to enter into a contract that provides for the sharing of or access to student information, student records or student-generated content if the use of an Internet web site, online service or mobile application operated by a consultant or an operator is unique and necessary to implement a child's individualized education program or plan pursuant to Section 504 of the Rehabilitation Act of 1973, as amended from time to time, and such Internet web site, online service or mobile application is unable to comply with the provisions of Conn. Gen. Stat. § 10-234bb, provided (1) such Internet web site, online service or mobile application complies with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time, and the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended from time to time, (2) the Board can provide evidence that it has made a reasonable effort to (A) enter into a contract with such consultant or operator to use such Internet web site, online service or mobile application, and (B) find an equivalent Internet web site, online service or mobile application operated by a consultant or an operator that complies with the provisions of this section, (3) the consultant or operator complies with the provisions of Conn. Gen. Stat. § 10-234cc for such use, and (4) the parent or legal guardian of such child, and, in the case of a child with an individualized education program, a member of the planning and placement team, sign an agreement that (A) acknowledges such parent or legal guardian is aware that such Internet web site, online service or mobile application is unable to comply with the provisions of this section, and (B) authorizes the use of such Internet web site, online service or mobile application. The Board shall, upon the request of a parent or legal guardian of a child, provide the evidence described in subdivision (2) of this subsection to such parent or legal guardian.

Each school year the Board shall annually submit a report to the Commission for Educational Technology concerning the use of Internet web sites, online services or mobile applications without a contract pursuant to this section. Such report shall indicate whether or not any such Internet web sites, online services or mobile applications are being so used, and, if so, a list of all such Internet web sites, online services or mobile applications.

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IV. Contractor Requirements

A. Security and Confidentiality

The Board expects that the contractors with whom it contracts with will take the security and confidentiality of student information, student records and student-generated content extremely seriously and will comply with all applicable legal requirements regarding the maintenance and security of student data. In particular, contractors must implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, meet or exceed industry standards. At a minimum contractors with whom the Board contracts will be expected to:

1. Use technologies and methodologies that are consistent with the guidance issued about protected information under the federal Health Information Technology for Economic and Clinical Health Act of 2009, Section 13402(h)(2) of Public Law 111-5, as amended from time to time (HITECH Act), and;
2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with HITECH Act regulations, 45 CFR 164.312, as amended from time to time, on technical safeguards for electronic protected Health Information.

If the Board learns, or has reason to believe, that a contractor with whom it has contracted with has failed to either implement or maintain security procedures and practices as set forth above, it will take immediate corrective action. Such action may include but is not limited to suspending contractor access to student data, demanding the return and/or destruction of New Milford student data and instituting appropriate legal action to enforce the terms of the contract and collect appropriate damages from the contractor for any breach of such contract.

B. Impermissible Use of Student Data

The Board expects that the contractors with whom it contracts with will not use (1) student information, student records or student-generated content for any purposes other than those authorized pursuant to the contract, or (2) personally identifiable information contained in student information, student records or student-generated content to engage in targeted advertising.

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If the Board learns, or has reason to believe, that a contractor with whom it has contracted with is using or has used student records or student-generated content for any purposes other than those authorized pursuant to the contract or has used personally identifiable information contained in student information, student records or student-generated content to engage in targeted advertising it will take immediate corrective action. Such action may include but is not limited to suspending contractor access to student data, demanding the return and/or destruction of New Milford student data and instituting appropriate legal action to enforce the terms of the contract and collect appropriate damages from the contractor for any breach of such contract.

V. Operator Requirements

A. Impermissible Operator Use of Student Data

The Board expects that the operators with whom it contracts with will take the security and confidentiality of student information, student records and student-generated content extremely seriously and will comply with all applicable legal requirements regarding the maintenance and security of student data. In particular, operators must (1) implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure, and (2) delete any student information, student records or student-generated content within a reasonable amount of time if a student, parent or legal guardian of a student or the Board who has the right to control such student information requests the deletion of such student information, student records or student-generated content unless (A) state or federal law prohibits such deletion or otherwise requires the retention of such student information, student records or student-generated content, or (B) a copy of such student information, student records or student-generated content is in the possession of the operator as part of a disaster recovery storage system and is inaccessible to the public and unable to be used in the normal course of business by the operator, provided such student, parent or legal guardian of a student or the Board may request the deletion of any such student information, student records or student-generated content if such copy is used by the operator to repopulate accessible data following a disaster recovery.

Operators with whom the Board contracts shall not knowingly engage in any of the following activities:

1. Engage in (A) targeted advertising on the operator's Internet website, online service or mobile application, or (B) targeted advertising on any other Internet website, online service or mobile application if such advertising is based on any student information, student records, student-generated content or persistent unique identifiers that the operator has acquired because of the use of the

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- operator's Internet website, online service or mobile application for school purposes;
2. Collect, store and use student information, student records, student-generated content or persistent unique identifiers for purposes other than the furtherance of school purposes;
 3. Sell, rent or trade student information, student records or student-generated content unless the sale is part of the purchase, merger or acquisition of an operator by a successor operator and the operator and successor operator continue to be subject to the provisions of this section regarding student information; or
 4. Disclose student information, student records or student-generated content unless the disclosure is made (A) in furtherance of school purposes of the Internet website, online service or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Internet website, online service or mobile application and complies with subsection (a) of this section; (B) to ensure compliance with federal or state law or regulations or pursuant to a court order; (C) in response to a judicial order; (D) to protect the safety or integrity of users or others, or the security of the Internet website, online service or mobile application; (E) to an entity hired by the operator to provide services for the operator's Internet website, online service or mobile application, provided the operator contractually (i) prohibits the entity from using student information, student records or student-generated content for any purpose other than providing the contracted service to, or on behalf of, the operator, (ii) prohibits the entity from disclosing student information, student records or student-generated content provided by the operator to subsequent third parties, and (iii) requires the entity to comply with subsection (a) of this section; or (F) for a school purpose or other educational or employment purpose requested by a student or the parent or legal guardian of a student, provided such student information is not used or disclosed for any other purpose.

If the Board learns, or has reason to believe, that an operator with whom it has contracted with is engaging in any of the prohibited behaviors listed above it will take immediate corrective action. Such action may include but is not limited to suspending operator access to student data, demanding the return and/or destruction of New Milford student data and instituting appropriate legal action to enforce the terms of the contract and collect appropriate damages from the operator for any breach of such contract.

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B. Permissible Operator Use of Student Information

The Board recognizes that under Connecticut law, operators may use student information to perform the following limited functions:

1. To maintain, support, improve, evaluate or diagnose the operator's Internet website, online service or mobile application;
2. For adaptive learning purposes or customized student learning;
3. To provide recommendation engines to recommend content or services relating to school purposes or other educational or employment purposes, provided such recommendation is not determined in whole or in part by payment or other consideration from a third party, or
4. To respond to a request for information or feedback from a student, provided such response is not determined in whole or in part by payment or other consideration from a third party.

C. Permissible Operator Use of De-Identified Student Information

The Board further recognizes that under Connecticut law, an operator may use de-identified student information or aggregated student information to perform the following limited functions:

1. To develop or improve the operator's Internet website, online service or mobile application, or other Internet websites, online services or mobile applications owned by the operator, or
2. To demonstrate or market the effectiveness of the operator's Internet website, online service or mobile application, and that an operator may share aggregated student information or de-identified student information for the improvement and development of Internet websites, online services or mobile applications designed for school purposes.

D. Access to Student Data

As set forth under Connecticut law, nothing in this policy nor in any contract the Board may enter into with an operator shall be construed to:

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1. Limit the ability of a law enforcement agency to obtain student information, student records or student-generated content from an operator as authorized by law or pursuant to a court order; or
2. Limit the ability of a student or the parent or legal guardian of a student to download, export, transfer or otherwise save or maintain student information, student records or student-generated content.

VI. Data Breach Procedures

A. Contractor Notification Requirements

Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, a contractor shall notify, without unreasonable delay, but not more than thirty days after such discovery, the Board of such breach of security. During such thirty-day period, the contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the contractor's data system.

Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, a contractor shall notify, without unreasonable delay, but not more than sixty days after such discovery, the Board of such breach of security. During such sixty-day period, the contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the contractor's data system.

B. Board Notification Requirements

Not later than two business days after receipt of notice from a contractor of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, directory information, student records or student related content, the Board shall electronically notify the student and the parents or guardians of the student whose student information, student records or student-generated content is involved in such breach of security. In addition, the Board shall post notice of the breach of security on the Board's website.

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C. Operator Notification Requirements

Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, an operator that is in possession of or maintains student information, student records or student-generated content as a result of a student's use of such operator's Internet web site, online service or mobile application, shall (1) notify, without unreasonable delay, but not more than thirty days after such discovery, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, of such student, and (2) notify, without unreasonable delay, but not more than sixty days after such discovery, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content of such student. During such thirty-day or sixty-day period, the operator may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information, student records or student-generated content are involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the operator's data system.

(cf. 3300 – Purchasing)

(cf. 3313 -- Relations with Vendors)

(cf. 3313.1 -- Local Purchasing)

(cf. 3321 -- Requesting Goods and Services (Requisitions))

(cf. 5125 – Student Records: Confidentiality)

(cf. 6156 – Use of Technology in Instruction)

(cf. 6161.7 – Use of Proprietary Software Products)

(cf. 6162.51 – Protection of Student Privacy)

Legal References:

20 U.S.C. 1232g, Family Education Rights and Privacy Act of 1974

34 C.F.R. Part 99 (FERPA regulations)

Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. § 1232g (2014)

Children's Online Privacy Protection Act (COPPA) 15 U.S.C. §§6501 *et seq.* (2014)

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Health Information Technology for Economic and Clinical Health Act of 2009, Section 13402(h)(2) of Public Law 111-5

Connecticut General Statutes

- 1-210(b) Access to public records. Exempt records.
- 7-109 Destruction of documents.
- 10-15b Access of parent or guardians to student's records.
- 10-209 Records not to be public.
- 10-234aa Definitions.
- 10-234bb Contracts between boards of education and contractors re student data.
Requirements
- 10-234cc Requirements for operators re student data
- 10-234dd Duties re unauthorized release, disclosure or acquisition of student data
- 11-8a Retention, destruction and transfer of documents
- 11-8b Transfer or disposal of public records. State Library Board to adopt regulations.
- 46b-56(e) Access to Records of Minors.

Connecticut Public Act 18-125: An Act Concerning Revisions to the Student Data Privacy Act

Connecticut Public Records Administration Schedule M8 –Education Records (2/2005)

Policy adopted: _____

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

CONTRACT

The New Milford Board of Education (the “Board”) and **[Insert Contractor’s name]** (the “Contractor”) hereby enter into this Contract for services that requires the Contractor to be in possession of or will allow the Contractor to have access to student information, student records or student-generated content (the “Contract”). This Contract shall set forth the terms under which the Contractor shall perform.

[Insert Contractor’s name] has authorization to use Student Data and Employee data for the following purposes only: online services. Any use of Student and Employee data for targeted marketing and/or advertisements is prohibited. Any use beyond the scope detailed in this provision constitutes a violation of this agreement and will result in termination of services.

1. **Definitions**

The following definitions shall apply with respect to the Contractor’s obligations in connection with its possession and/or access to student information, student records and/or student-generated content.

(i) "Contractor" means **[Insert Contractor’s name]**, who acknowledges that it is an “operator” or “consultant” as those terms are defined under Conn. Gen. Stat. § 10-234aa, that is in possession of or has access to student information, student records or student-generated content as a result of a contract with the Board;

(ii) "Student information" means personally identifiable information or material of a student in any media or format that is not publicly available and is any of the following: (A) Created or provided by a student or the parent or legal guardian of a student, to the operator in the course of the student, parent or legal guardian using the operator's Internet web site, online service or mobile application for school purposes, (B) created or provided by an employee or agent of a local or regional board of education to an operator for school purposes, or (C) gathered by an operator through the operation of the operator's Internet web site, online service or mobile application and identifies a student, including, but not limited to, information in the student's records or electronic mail account, first or last name, home address, telephone number, date of birth, electronic mail address, discipline records, test results, grades, evaluations, criminal records, medical records, health records, Social Security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious affiliations, text messages, documents, student identifiers, search activity, photographs, voice recordings, survey responses or behavioral assessments;

(iii) "Student record" means any information directly related to a student that is maintained by a local or regional board of education, the State Board of Education or the Department of Education or any information acquired from a student through the use of educational software assigned to the student by a teacher or employee of the New Milford Board of Education, except "student record" does not include de-identified student information allowed under the contract to be used by the contractor to (A) improve educational products for adaptive learning purposes and customize student learning, (B) demonstrate the effectiveness of the

contractor's products in the marketing of such products, and (C) develop and improve the contractor's products and services;

(iv) "Student-generated content" means any student materials created by a student including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files or photographs, except "student-generated content" does not include student responses to a standardized assessment;

(v) "Directory information" has the same meaning as provided in the Federal Education Rights to Privacy Act, 20 U.S.C. § 1232g ("FERPA") and 34 CFR § 99.3, as amended from time to time;

(vi) "School purposes" means purposes that customarily take place at the direction of a teacher or a local or regional board of education, or aid in the administration of school activities, including, but not limited to, instruction in the classroom, administrative activities and collaboration among students, school personnel or parents or legal guardians of students;

(vii) "Student" means a person who is a resident of the state and (A) enrolled in a preschool program participating in the state-wide public school information system, pursuant to section 10-10a of the general statutes, (B) enrolled in grades kindergarten to twelve, inclusive, in a public school, (C) receiving special education and related services under an individualized education program, or (D) otherwise the responsibility of a local or regional board of education;

(viii) "Targeted advertising" means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student-generated content or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site that such student is accessing at the time or in response to a student's response or request for information or feedback;

(ix) "De-identified student information" means any student information that has been altered to prevent the identification of an individual student;

(x) "Persistent unique identifier" means a unique piece of information that can be used to recognize a user over time and across different Internet websites, online services or mobile applications and is acquired as a result of the use of a student's use of an operator's Internet website, online service or mobile application;

(xi) For purposes of this Addendum, the terms student information, student records and student-generated content shall be collectively referred to as "Student Data."

2. Scope of Services

[Insert Contractor's name] has authorization to use Student Data and Employee data for the following purposes only: **[list services]**. Any use of Student and Employee data for targeted marketing and/or advertisements is prohibited. Any use beyond the scope detailed in this provision constitutes a violation of this agreement and will result in termination of services.

3. Property and Control

The Contractor agrees and understands that all Student Data to which the Contractor may have access to is not the property of, nor under the control of, the Contractor. Such Data remains the property of the Board and/or student/family to whom the Data pertains.

4. Secure Data Storage

The Contractor agrees to use secure data storage mechanisms that are within reasonable industry standards in performing its obligations in this Contract.

5. Deletion of Student Data

The Board may request that the Contractor delete any Student Data, including Directory Information, to which the Contractor has access or possession. The Board shall provide this request to the Contractor in writing (which may include electronic communication) to the Contractor's designated representative, who the Contractor shall identify at the time of the execution of the Contract and this Addendum. The Contractor shall delete all such data within a reasonable time, but in no event later than the time frames set forth in the Federal Educational Records Privacy Act (20 U.S. C. § 1232g ("FERPA")) or Connecticut General Statutes § 10-234aa through Connecticut General Statutes § 10-234dd, inclusive.

6. Contractor Use of Student Data

The Contractor agrees that it shall not use any Student Data, including Directory Information, to engage in any targeted marketing of any kind or for any use prohibited by Connecticut General Statutes § 10-234aa through Connecticut General Statutes § 10-234dd, inclusive. The Contractor may only use the Student Data for purposes authorized by the Contract or purchase order for services rendered.

7. Parent, Student or Guardian Review of Student Data

The Board shall permit any student, parent or legal guardian to review Student Data as required by applicable law, including but not limited to the Federal Education Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") or otherwise in accordance with Board policies. Should any parent, student or guardian request to review Student Data solely in the possession of the Contractor, the Board shall notify the Contractor's authorized representative in writing, which may include by electronic communication. The Contractor shall, within a reasonable time, but in no event later than the time frames proscribed by FERPA, allow such review. Should the parent,

student or guardian be entitled to correct erroneous information in accordance with FERPA or other applicable law or Board policy, the Board shall notify the Contractor and the Contractor shall correct such information in accordance with FERPA's timelines.

8. Ensuring Confidentiality

The Contractor shall take measures that are within reasonable industry standards to ensure the safety and confidentiality of all Student Data. Contractor will ensure that New Milford student data will be provided only to those individuals in the company that are required to have access to meet the Contractor's obligations to the district. Said access will be logged and available to the district upon demand.

9. Data Backup Plans

The Contractor agrees that it shall use data backup plans and business continuity plans, in accordance with reasonable industry standards, to insure no data loss for the duration of the Contract. The Contractor shall further provide details as to how data security is applied to data at rest and in transit. Mass data transfers must be approved by the Board. Data retention periods will be provided to the Board as an addendum to this contract.

10. Unauthorized Release, Disclosure or Acquisition of Student Data

In the event that the Contractor for any reason, intentional or otherwise, permits any unauthorized release, disclosure or acquisition of Student Data, including Directory Information and/or De-identified Student Information, under any circumstances, it shall immediately notify the Superintendent of Schools or designee within the timelines set forth in Conn. Gen. Stat. § 10-234dd. Upon discovering such unauthorized release, the Contractor shall, within the timelines set forth in Conn. Gen. Stat. § 10-234dd, implement all reasonable steps necessary to address and rectify said release. The Contractor understands that the Board shall notify all parents, students or guardians affected by any unauthorized breach of Student Data security within two (2) business days of its receipt of notice of such breach. The Contractor shall further provide notice, in writing, upon having completed the steps necessary to secure the return of and to maintain the future security of all such information.

The Contractor shall append to this agreement a copy of their critical incident response plan. The Contractor agrees to fully cooperate with the Board of Education with respect to the investigation of any breach. In the event a data breach occurs that results in an unauthorized release of student or employee data, the Contractor shall, in addition to its obligations under Conn. Gen. Stat. § 10-234dd, provide written notice to the Superintendent of Schools and Director of Technology, that describes what happened, when the breach occurred, when the breach was identified, a complete accounting of the data that was breached, the number of students or employees impacted, which student or employees were impacted, and steps taken to mitigate continued breach of data.

11. Retention of Student Data

The Contractor understands that it shall not retain any Student Data upon the completion of the services in the Contract. Notwithstanding, the Contractor may continue to retain Student Data only if the student, parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for purposes of storing student-generated content (when available).

The Contractor agrees to provide the Board with all data retention periods. Providing any Student Data, including de-identified Student Data, to a third party is expressly prohibited unless expressly agreed to in writing by the Board.

If the Contractor wishes to destroy any data or student-generated content, it must first obtain the permission of the Board and provide the Board with all documentation setting forth the documents being destroyed and the process concerning said destruction.

12. FERPA

The Contractor and the New Milford Board of Education will ensure compliance with FERPA. Further, access to Student Data will be provided only to those individuals of the Contractor that are necessary to have such access to meet the Contractor's obligations hereunder. The Contractor and the Board agree that the Contractor shall be deemed a "school official" for purposes of FERPA.

13. Governing Law

The laws of Connecticut shall govern the duties of the obligations of the Contractor and the Board and this Contract shall be governed in accordance with Connecticut's laws. Any disputes arising hereunder shall be governed by and in the courts of the State of Connecticut.

14. Invalid Provisions

If any provision of the Contract is held to be invalid, such finding does not impact the validity of all remaining provisions and such provisions shall continue to exist in full binding force and effect without the invalid provision.

15. Contractor's Agreement to Comply With Conn. Gen. Stat. § 10-234aa Through Conn. Gen. Stat. § 10-234dd, Inclusive

By executing the Contract and this Addendum, the Contractor hereby acknowledges and represents that it has read and fully understands all of its obligations and requirements imposed upon it by Connecticut General Statutes § 10-234aa through Connecticut General Statutes § 10-234dd, inclusive.

16. Obligations Not Assignable

The Contractor agrees and acknowledges that it may not in any way assign away the obligations it has pursuant to Connecticut General Statutes § 10-234aa through Connecticut General Statutes § 10-234dd, inclusive.

17. Obligations Are In Addition to Pre-existing Obligations

The Contractor understands, acknowledges and agrees that it has the obligations to follow the rules set forth in Connecticut General Statutes § 10-234aa through Connecticut General Statutes § 10-234dd, inclusive. These obligations are in addition to and not in lieu of any other obligations that it may have to maintain the protection and security of Student Data, whether such obligation arises under the Contract or other applicable law. To the extent any provision of the Contract in any way releases, deletes, lessens, assigns, transfers, removes or in any way discharges the Contractor from its obligations under Connecticut General Statutes § 10-234aa through Connecticut General Statutes § 10-234dd, inclusive, such provisions shall be deemed to be null and void.

18. Publicity

The Contractor agrees that the school district, its schools, students and faculty may not be used in any marketing efforts without the express written consent of the Board of Education or its designee.

19. Training

Where applicable, the Contractor shall provide training to the Board's employees on the use of the Contractor's product.

20. Amendment

This Contract may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.

WHEREFORE, the Parties intending to be legally bound by the execution of this Contract, hereby assert the same by affixing their signatures as stated below.

On Behalf of The Contractor

Date

On Behalf of the New Milford Board of
Education

Date

Contract for Pupil Transportation Services

Between

New Milford Board of Education
50 East Street
New Milford, CT 06776

And

All-Star Transportation, LLC
146 Huntingdon Avenue
Waterbury, CT 06708

July 1, 2018 through June 30, 2023

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SECTION I – SECURITY

1. Insurance

The contractor shall maintain throughout the term of this contract an insurance policy covering each and every vehicle used by the contractor in the performance of this contract and insuring the Town of New Milford, the New Milford Board of Education and its employees against all liability for personal injury, death, or property damage resulting from the operation of any such vehicle by the contractor or his agents or employees in the performance of this contract. The insurance policy or policies must provide, at a minimum, the following:

Commercial General Liability	\$1,000,000
Umbrella	\$9,000,000
Umbrella	\$5,000,000
WC/Employer's Liability	Statutory / \$500,000

Certificate of such insurance naming the Town of New Milford and New Milford Board of Education as co-insured and a provision requiring written notice to the Board thirty (30) days in advance of cancellation, shall be filed with the Board prior to August 1 of each school year. Cost for \$5,000,000.00 umbrella shall be reimbursed to the Contractor by New Milford Board of Education each year. New Milford Board of Education has right to lower umbrella limit each year.

2. Indemnification

Notwithstanding any other provision of this Agreement, the contractor shall indemnify and save harmless the Town of New Milford, the New Milford Board of Education and all of its officers, members, agents and employees for all suits, action of claims of any character, name or description brought for or account of any injuries or damages received or sustained by any person or property in consequence of the use of any school bus incorporated in the work or services rendered, or on account of any act of omissions, negligence, neglect or misconduct of the contractor, his agents, officers, employees or subcontractors in the performance of the contract and the certificate of liability insurance to be furnished by the contractor shall include this harmless clause in the provisions. All reasonable attorney's fees and costs incurred in the representation of the New Milford Board of Education, the Town of New Milford or any of their members, agents or employees shall be covered under this indemnification.

3. Performance Bond

A performance bond will be provided at the Board of Education's expense if requested.

4. Contract Termination

If at any time the Board believes that the contractor is not satisfactorily fulfilling the conditions and obligations of the contract, the Board shall have the right to terminate such contract on five (5) calendar days written notice after a warning notification of not less than five (5) days. In the event of such termination, the Board may employ another contractor to complete said contract and hold the contractor or its surety responsible for any extra or added expense, loss or damage suffered by the Town of

New Milford or the New Milford Board of Education in carrying out said contract. The Board's right to terminate the contract is in addition to and not in limitation of any other rights or remedies available to the Board.

Without limiting or placing restrictions of any kind upon the Board's right to terminate the contract as set forth in the preceding paragraph, should the contractor fail or neglect, for whatever reason, to comply with any of the terms or condition hereof or fail or neglect, for whatever reason, to comply the Board's reasonable requests concerning the contractor's performance of this agreement, the Board may, rather than terminating the contract, elect to provide the contractor with the opportunity to cure such failure or neglect. The Board shall have the sole and unilateral right to determine whether to terminate the contract or to provide the contractor with the opportunity to cure such failure or neglect. Should the Board decide to provide the contractor with the opportunity to cure such failure or neglect, it shall provide the contractor with written notice of such failure or neglect. Within five (5) days after the date of such notice, the contractor shall either advise the Board of the steps it has taken to cure such failure or neglect, or advise the Board that it will undertake steps to cure the same, and the date by which such cure will be effected, which in no event shall be later than thirty (30) days thereafter provided, however, that in the event such failure or neglect might result in injury to person or damage to property, such cure shall be effected immediately. Should the contractor fail to advise the Board that it has undertaken, or will undertake, steps to cure such failure or neglect, or should it fail to effect said cure within thirty (30) days, or immediately, as the case may be, then the Board may, in accordance with the preceding paragraph, terminate the agreement by written notice to the contractor.

The Board reserves the right to select another contractor in the event of any form or bankruptcy and the surety shall be responsible for any expense, loss or damage suffered by the Board.

The failure of the Board to object to any breach of agreement by the contractor shall not be construed as a waiver of such breach and shall not operate to prejudice, waive or effect any right or remedy that the Board may have under this agreement or by operation of law as to that breach or any future breach of the same or of a different nature.

5. Penalties

- a. Any bus arriving at a school more than ten (10) minutes late will be penalized 17% of the cost of the day's service for that bus.
- b. Any bus arriving at a school more than twenty (20) minutes late will be penalized 34% for the cost of the day's service for that bus.
- c. Any bus which is consistently late arriving at a school (two times within a week) even though it does not come under "a" or "b" above will be penalized \$15.00 per infraction.
- d. If a bus route is not covered by the vehicle assigned to that route or by a spare vehicle there will be no payment.
- e. If any optional equipment called for this contract above and beyond the Minimum standards set forth by federal and state agencies is not in use and fully operable, the Board reserves the right to penalize the contractor \$15.00 for each day the equipment is not in service and/or operable. (This is per vehicle.)

- f. If a vehicle for any reason does not meet the specifications set forth in this contract or standards established by applicable laws and regulations, the Board reserves the right to immediately remove this vehicle from its assigned route and deduct the cost of this vehicle at the per diem rate set forth in the contract.

Under the terms of this section "late" means after the official opening and closing time of school according to the school clock. This section shall become null and void during inclement weather and/or at other times when it would become hazardous to get the vehicles to school on schedule. Safety of the children and road regulations must take precedence over time schedules. The safety of the children will be considered paramount.

Allowance will be made for other developments, which may be beyond the control of the contractor if deemed justified by the central office administration.

6. Assignments and Subcontracting

Contracts or payments thereon shall not be assigned and the contractor shall not subcontract for the performance of any of his obligations under this contract without the express consent of the Board in writing.

7. Non Discrimination

The contractor shall not discriminate against any prospective or active employee because of race, color, creed, natural origin, ancestry, sex, marital status, disability, religious or political affiliation, or age. The contractor shall also not discriminate in the provision of transportation services against any student because of that student's race, color, creed, natural origin, ancestry, sex, marital status, disability, or religion. The contractor agrees to comply with all applicable Federal, State and Local regulations pertaining to the above.

8. Dispute – Disagreement

In the event a disagreement shall arise between the parties to this agreement, or any person or entity claiming under them, in relation to this agreement, whether as to the construction or operation hereof or the respective rights and liabilities hereunder, such disagreement shall be referred to three arbitrators, one to be appointed by the Board, one to be appointed by the contractor and one to be appointed by the two so appointed; and the decision in writing signed by any two arbitrators shall be final; provided that such decision shall be made within thirty (30) days after the reference to the said arbitrators. If either party shall refuse or neglect to appoint an arbitrator within ten (10) days after the other party shall have appointed an arbitrator and served written notice thereof upon it requiring it to appoint an arbitrator, then the arbitrator so appointed by the other party shall have the power to proceed to arbitrate and determine the matters of disagreement as if he were an arbitrator appointed by both parties for that purpose, and his decision shall be made within thirty (30) days after such refusal or neglect to appoint an arbitrator. Nothing in this provision shall preclude the Board from seeking indemnification, contribution, apportionment, set-off, injunctive relief or related remedies or relief in civil court should the Board be named as a defendant in any civil action by any party as a consequence of or in any way related to

the contractor's performance under this Agreement or should the contractor fail or refuse to perform its obligations under this Agreement.

9. Only Agreement

This is the only agreement between the parties with respect to the subject matter hereof and cancels and takes the place of all previous agreements or understandings, whether written or oral, if any, heretofore made between the parties. This agreement may not be modified except in writing executed with both parties hereof.

10. Enforceable

If any provision of this agreement is held unenforceable for any reasons, the remainder of the agreement shall nevertheless remain in full force and effect. If such provision is held unenforceable due to scope or breadth, then it shall be narrowed and enforced to the scope or breadth permitted by law.

11. State of Connecticut

This agreement shall be construed and interpreted under the laws of the State of Connecticut and each party consent to the jurisdiction of the courts of the State of Connecticut.

SECTION II – SCOPE OF WORK

1. General

The contractor will be required to transport authorized pupils to and from the public and other designated schools along regular routes approved by the Board commencing on or about July 1, 2017 and ending June 30, 2019. During the term of this contract the Board reserves the right to revise routes, stops, schedules and increase or decrease the number of vehicles. The contractor will be expected to furnish all vehicles, labor, equipment, materials, management, insurance, licenses, fees and any other costs necessary to execute in a satisfactory manner each requirement in the contract.

2. Bus Schedule Details

The scheduling of buses for the year shall be in terms of two (2) cycles from approximately 6:30 AM to 9:15 AM to pick children up and two (2) cycles from approximately 2:00PM to 4:45 PM to deliver children home. There will be a noon kindergarten schedule from approximately 11:45 AM to 1:00 PM. The Board reserves the right to modify or otherwise alter the pick-up and drop-off times contained herein. Although the contractor shall have the right to advise and consult with the Board on any such time changes, the Board shall retain the unilateral right to effectuate such modifications or alterations. Should the Board decide to adopt such modifications or alterations, it shall provide the contractor with no less than thirty (30) calendar days notice. The school calendar shall be determined by the Board and shall not be less than 180 days. The current calendar calls for students to attend school for 180 days.

3. School Schedules

School	Grades	Open	Close
New Milford High School	9-12	7:40	2:10
Schaghticoke Middle School	7&8	7:40	2:10
Sarah Noble Intermediate	4-6	8:55	3:10
Hill & Plain School	K-3	8:55	3:10
Northville Elementary School	K-3	8:55	3:10

4. Special Schedules

a. Early Closing

During the course of the school year there may be days when an abbreviated schedule is built into the calendar for parent conferences, staff developments or other reasons. The contractor must be prepared to provide transportation services in these circumstances.

b. Inclement Weather or Emergencies

During inclement weather the Superintendent or his designee shall determine when schools shall be in session and the contractor shall provide transportation.

During inclement weather, there may be days when a "Delayed Opening" may be used rather than a cancellation of school. The contractor must be prepared to provide transportation services under these circumstances.

In case of inclement weather or unforeseen emergencies it may be necessary to close school early. The contractor must be prepared to provide transportation services under these circumstances as well.

5. Routes and Schedules

Contractor shall be responsible for all routing and scheduling. The contractor will operate buses along routes approved by the Board. Changes in routes and schedules will take place upon approval by the Administration. The contractor shall insist that drivers adhere to routes as established. If a driver should discover cause for a route or schedule adjustment he/she will report the same to the contractor's local supervisor who will take the matter up with the appropriate school officials. Copies of the established route should be posted in the bus at all times. All drivers will be required to make at least one run over their assigned routes prior to the opening of school each year. Dry runs should be done at the time of day during which the route would ordinarily be operated.

The Board reserves the right to require additional or fewer routes based upon factors including, but not limited to, changes in enrollment, new residential developments, the construction of new roads, redistricting or student needs.

6. Number of Buses

The contractor shall at all times during the course of the contract furnish a sufficient number of buses to transport all eligible pupils. During the 2018-2019 through the 2022-2023 school years, the contractor shall provide no fewer than 60 busses unless and until the Board provides the contractor with written notice of the need for a different number of busses. The contractor will be required to provide a sufficient number of spare buses beyond the basic fleet composition and a sufficient number of spare drivers within the Town of New Milford. Adjustments in the number of buses or other vehicles required, either increase or decrease will be at the per diem rates listed on Schedule A. The Board reserves the right during the duration of this contract to contract separately with other vendors for other transportation services.

7. Charters

The contractor shall provide buses for athletic or field trips upon sufficient notice. These buses will be subject to the same specifications and contractual agreements as the basic school buses within New Milford. The compensation for these trips shall be in accordance with the rates set forth on Schedule B. Only properly licensed vehicles and drivers will be used for interstate transportation. The Board reserves the right to select other contractors to provide charter services. In no case should scheduled charter trips interfere with regular daily runs, which are to be given priority at all times.

8. Limitations

There are to be no limitations as to time and mileage except as noted on Schedule A.

SECTION III – EQUIPMENT STANDARDS

1. General

The vehicles to be used in the performance of this contract shall include Type I Buses, which accommodate either 47 or 77 passengers, and Type II vehicles which accommodate 29 passengers and some of which are to include wheelchair accommodations are also to be included. All vehicles used under this contract must conform in all respects with all applicable laws and regulations issued by Federal, State and Local Agencies including but not limited to Federal Department of Transportation, State of Connecticut Department of Motor Vehicles, State Board of Education and New Milford Board of Education.

2. Age of Equipment

See Schedule C for “Equipment Listing”.

3. Integrity

The contractor shall submit by August 1 of each contract year a complete list of all vehicles they intend to use in the performance of this contract. The list must contain the following information: manufacturer, make, model, year, seating capacity, vehicle identification #, registration #, and mileage. Changes in vehicles and equipment during the term of this contract are to be submitted in writing to the school administration as they occur.

4. Specifications - Propane

- a. Conventional style – Type I
- b. Propane engines
- c. Automatic transmissions
- d. Power steering
- e. Two-way radio in all vehicles. F.M. type private business band. To include a base unit at a local dispatch office and monitor for administration. Sufficient spare units should also be available. Units should be fully operable at all times while vehicles are in service
- f. Route numbers – to be placed in conspicuous locations on all vehicles so as to identify the bus route for students. Provision must be made for substitute /spare vehicles as required
- g. “New Milford” (left side and right side)
- h. Air brakes on all Type I vehicles
- i. Crossing gates on all Type I vehicles
- j. Digital video camera equipment for all buses

5. Location

The contractor must provide an adequate garage for maintenance work and a parking area for buses and employees. Both of these facilities shall be located at a central location within the town of New Milford. In addition, the contractor must provide onsite 12,000 gallons propane storage facilities and related pump equipment, etc. and maintenance of the same.

6. Maintenance

All vehicles (regular and spare) under contract with the Board shall be maintained in first class repair and working order. They must also be in clean and sanitary condition at all times. Mechanically, the buses shall be maintained in a condition approximating that set out by the original manufacturer. Failure to maintain buses in a condition acceptable to the Board will constitute default of contract performance.

The Board may require the contractor to discontinue the use of any bus, which in the judgment of the Board is hazardous, mechanically defective or subject to frequent breakdowns. In the event the Board shall order the discontinuance of any bus; the contractor shall replace it immediately with another bus that is capable of meeting the immediate requirements of the contract and schedule. A bus shall not be returned to service under this contract until the defect or cause of non-compliance has been corrected.

The contractor is responsible for ensuring that all vehicles provided pursuant to this contract are not hazardous, mechanically defective or subject to frequent breakdowns. Nothing under this contract shall obligate or in any other way place any duty or responsibility upon the Board to guarantee or warrant that such vehicles are fit for use and are not hazardous, mechanically defective or subject to frequent breakdowns.

The contractor must provide sufficient qualified local staff to maintain, repair and clean buses under this contract. The contractor must also provide parts, materials and equipment including tools necessary to maintain vehicles under this contract.

If during the term of this contract, any installation or modification of equipment is required due to a change in the law or applicable rules and/or regulations or if special equipment or devices are required or requested by the Board due to handicapped or other special conditions of a pupil being transported, such modifications or installations shall be made by the contractor upon receipt of notifications. The cost of such modifications or installations shall be borne by the contractor. The contractor shall be the responsible for the care and safekeeping of such equipment. The contractor shall be the responsible party with respect to the State of Connecticut Department of Motor Vehicle's inspection of buses, vehicle maintenance and repair records and related issues.

7. Inspection

The contractor shall establish a regular inspection program showing regular mileage inspections and periodic inspections of all his equipment. The contractor will maintain written records so that the Board or its representative may at any time request the written records of the inspections made. These records will include a specific statement concerning the mechanical condition of each individual bus. At any time during the term of this contract the Board or its representative shall have the right to conduct inspections of the contractor's equipment and to make recommendations concerning changes, repairs or additions to mechanical equipment of the contractor. It shall be the responsibility of the contractor to carry out these recommendations at the earliest possible time. The contractor shall make all vehicles and related records available to the Board or its representative.

Nothing under this contract shall obligate or in any other way place any duty or responsibility upon the Board to inspect or to ensure inspections of any vehicle provided pursuant to this contract, or to guarantee or warrant that such vehicles are fit for use and are not hazardous, mechanically defective or subject to frequent breakdowns.

8. Spare Buses

The contractor must provide a sufficient number of spare vehicles of all types for use under this contract. Spare buses must meet all equipment and maintenance standards set forth above. These vehicles are to be furnished by the contractor at no additional cost to the board.

9. GPS

All buses including spares will be equipped with Zonar GPS or equivalent at the Contractors expense.

SECTION IV – DRIVER AND EMPLOYEE STANDARDS

1. General

All drivers shall conform to all applicable laws and regulations issued by the appropriate Federal, State and Local agencies. The contractor shall make available all necessary information concerning drivers to the Board. Each driver shall know the Connecticut Department of Motor Vehicle regulations published under the title "Operation of School Buses"; the transportation rules for the New Milford Public Schools and be familiar with all applicable company policies incorporated into this contract.

It is the Board's interest to provide high quality transportation services and to ensure the safety and comfort of the district's pupils. Toward that end, the contractor hereby recognizes and agrees to uphold the following general standards for all personnel:

- a. Drivers and all other persons who have contact with pupils and their families must be of stable personality and good moral character.
- b. The contractor shall allow no person to operate a vehicle under this contract if the person's conduct might expose a student to any impropriety of word or conduct, not shall the contractor allow any person to operate a vehicle who is not at any time, in good physical condition and emotional stability.
- c. The use of tobacco and the possession or use by any person of alcohol, controlled substance, illegal drugs, firearms, knives or other weapons are prohibited.
- d. Upon request in the future by the Board, the contractor will administer a Board approved employee badge identification program for the contractor's employees that service the New Milford Public Schools.

2. Supervision

The operation of the transportation program must be under the direction of a full time local manager provided by the contractor. This individual must have sufficient authority to make decisions and be designated as the responsible agent of the contractor. Said individual shall be on duty by 5:45 AM and shall remain on duty until after 4:45 PM and in all cases while buses are in operation. A full-time dispatcher must also be provided at the local terminal. Supervisory personnel who posses the necessary certification shall not drive school buses except in an emergency.

The contractor agrees to advise the district of routine organization and operation matters concerning services provided under this contract.

3. Suggestions

Any and all suggestions, recommendations or complaints, which a driver may wish to convey to the schools, shall be conveyed first through and by the contractor's local management team.

4. Drivers and Support Personnel

a. Current Employees

- 1) The contractor shall submit a roster of all employees who will be working under this contract to the school administration 1 week prior to the start of the respective school year. This list must show the individual's full name, address, phone number, Connecticut Operator's License # and respective assignment. This information must be updated on a monthly basis.
- 2) The Board, through the administration, reserves the right to review and act upon the names submitted by the contractor.
- 3) The contractor agrees to immediately make available personnel files or any other pertinent data which school administrators deem necessary.
- 4) The contractor must certify that these employees meet all necessary requirements to fill the position to which they are assigned.

b. New Employees

- 1) The contractor shall implement a pre-employment interview and/or screening program for all driver candidates. The program shall be designed to assist the contractor in determining the candidate's suitability for work with pupils in the transportation setting. The program shall also seek to identify those individuals who may be especially suited for students who have special needs.
- 2) The contractor must certify to the Board that each employee has met all requirements set forth by the State Department of Motor Vehicles and other regulatory agencies.

c. Employees of Contractor

- 1) Nothing in this contract is intended as, nor should it be construed as, establishing any employment relationship or principal – agent relationship between the Board and the contractor's employees.

5. Driver Dismissal and Transfer

The New Milford Board of Education, acting through the school district's administration reserves the right to require the dismissal or transfer of any bus driver who, in its judgment, is not qualified by temperament, personality or any other reason to operate a bus (or a particular bus) for New Milford students by providing the contractor with written requests for such action.

6. Driver Contracts

The contractor agrees that he shall enter into no agreement or arrangements with any employees or organization, which will in any way interfere with his ability to meet the requirements set forth above.

7. Drug Use/Prevention

The contractor will certify that it is in compliance with the provision of the Drug Free Workplace Act. The contractor shall conduct or arrange to have conducted tests that are designed to determine the presence of illegal drugs, controlled substances or alcohol, in accordance with the Connecticut State Law. Such tests shall be administered to:

- a. All permanent, temporary or substitute drivers before they first begin work under this contract.
- b. Any employee found to be at fault in a preventable accident while driving a vehicle under this contract.
- c. Any employee whom the contractor or the school administration has reasonable cause to believe has reported to work or is on company or district property while under the influence of drugs or alcohol.
- d. Any employee selected under the program in place to ensure compliance with the Drug Free Workplace Act.

8. Responsibility

The contractor and his employees shall be fully responsible for the care and safety of the pupils during their period of transportation. The transportation of a pupil shall be deemed to have begun when such pupil starts to enter the school bus and until such time as the pupil is delivered and discharged from the bus at his/her school or regular stop.

Drivers must maintain complete control of their vehicles and passengers, allow no misbehavior and be within the vehicle at all time when students are aboard including loading and unloading. Operators will report on forms provided by the administration any students causing a disturbance.

A driver shall not discharge a passenger other than at the student's designated stop without written approval from the administration. If a passenger creates a disturbance, the driver will complete the run and then report the incident to his/her supervisor. All reports of misconduct should be followed up in writing to the respective school as outlined above.

9. Passengers

Drivers shall not permit anyone other than eligible school children or authorized representative of the Board to be carried on any of the scheduled school routes. The Board or its representatives in accordance with applicable Board Policies shall determine eligibility for transportation.

SECTION V – SAFETY

1. General

The safety and well being of pupils will be considered paramount to all other factors. In recognition of this priority, the contractor shall plan and implement a comprehensive safety and training program.

2. Safety Programs

The contractor shall establish and administer a satisfactory safety and staff development program and require that his drivers participate in the same. The staff development program will include among other issues specific sessions on effective discipline and behavior modification, to be led by a trained educational professional. The contractor will absorb the cost of all programs.

3. Meetings

The contractor shall require all drivers to attend a minimum of one meeting with the administration prior to the opening of a school year each year at no cost to the district. This meeting is in addition to other driver training meetings. The purpose of this particular session is to solicit the drivers' suggestions and their evaluation of student disciplinary policies and practices and other driver and district concerns.

The contractor shall also ensure that drivers are available to participate in parent/administrator conferences concerning transportation related disciplinary problems as needed.

4. Accidents

The administration is to be notified immediately of any accidents or serious incidents regardless of their nature. The contractor shall furnish a complete written report on each and every accident occurring to any vehicle involved in the transportation of pupils for the Board. Said report must be received on the next working day following the accident. If a driver is charged with an offense, she/he may at the option of the Superintendent of Schools or the designated representative be temporarily suspended until court or police action has finalized the matter. Conviction on the original charge or a substituted charge or a decision not to contest the charge will bring about the application of the provision of Section IV of this document.

5. Drills

The contractor shall not only instruct his drivers in a proper safety procedures and techniques but also make available to the schools the necessary equipment and personnel to implement appropriate programs for pupils at no cost.

6. Crossing State Highways

As a matter of policy and in the interest of safety, the Board prescribes that transportation routes be established in such a manner that no student is to cross a state

highway or other specifically designated town roads to board or embark from a bus. All drivers shall be made aware of these highways and roads.

7. Violations

The contractor shall be responsible for ensuring that all drivers comply with posted speed limits and with all other motor vehicle laws and agrees to indemnify and otherwise hold the Board harmless from any and all damages, fees and costs arising from any violations by the drivers of posted speed limits or other motor vehicle laws. Any motor vehicle summons, or warning issued to the contractor or his employees or any criminal arrests which occurred while operating a vehicle under contract with the Board must be reported to the administration immediately. A written report must follow on the next workday. Similar action should be taken with regards to "off duty" occurrences, if they might impact the well being or safety of students.

SECTION VI - MISCELLANEOUS

1. Performance

Failure to provide runs on any given scheduled school day shall constitute a substantial breach of contract by the contractor.

2. Contractor vs. Agent

The contractor shall not be held or deemed in any way to be an agent or employee of the Board. It is the intention of the parties that the contractor is and shall be considered a vendor.

3. Fuel Procurement

The contractor shall be responsible for the first \$1.60 per gallon cost of propane. Said fuel shall be purchased by the New Milford Board of Education and deducted from monthly payments made to the contractor. Deduction will include any fuel tax credits received by New Milford BOE.

4. Supplies/Expenses

The contractor is responsible for procuring all equipment, supplies, utilities and related expenses for the items necessary to provide the services required under the contract.

5. Term of Contract

The term of this contract is for a five (5) year period, effective July 1, 2019 and ending June 30, 2023.

6. Extension Options

The Board in its sole discretion may exercise an option to approach the Contractor to extend this Agreement for a two (2) year extension. The Board shall exercise this option on or before March 15th in the final year of the Agreement.

7. Payments

The Board will make monthly payments to the contractor upon receipt of duly approved invoices at the rates set forth on Schedules A and B which are attached.

8. Route Times

The Board reserves the right to add or delete from the routes of each vehicle and resulting changes in time will be adjusted per language on Schedule A.

9. Phone Lines

The contractor shall provide an unlisted telephone line for emergency use between the local supervisor's office and the central offices for the district in addition to other telephone lines for basic communications, fax and data transmissions.

10. Declared Emergency

In the event of a national emergency declared by the President of the United States, a state emergency declared by the Governor of the State of Connecticut or a local emergency declared by the Mayor of New Milford, the contractor will to the best of his ability, make available buses and drivers to assist with evacuations or other transportation requirements deemed essential by the appropriate authority.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this _____ day of June 2018.

NEW MILFORD BOARD OF EDUCATION

Witness

Witness

By _____
David A. Lawson
Chairman
New Milford Board of Education

ALL-STAR TRANSPORTATION, LLC

Witness

Witness

By _____
John R. Dufour
President

Schedule A – Price per Bus per Day

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
	0%	3%	3%	3%	3%
Type I – Propane 47-77 Passengers	\$347.48	\$357.90	\$368.64	\$379.90	\$391.09
Type II 20/28 Passengers	\$347.48	\$357.90	\$368.64	\$379.90	\$391.09
Type II W/C	\$347.48	\$357.90	\$368.64	\$379.90	\$391.09
STV	\$307.42	\$316.64	\$326.14	\$335.92	\$346.00
Noon Runs & Late Runs (1.25hr. duration)	\$50.34	\$51.85	\$53.41	\$55.01	\$56.66
Price Per Hour Excess of Base as Defined Below	\$37.80	\$38.93	\$40.10	\$41.30	\$42.54

Base Times

Type I Buses – Prices for 47 or 77 passenger buses are based upon a six (6) hour bus day. Each invoice period, total charges for hours in excess of base hours shall be the sum of the excess amounts for individual buses, minus off setting amounts of buses that are used less than the base number of hours per day. Proper number of daily hours to be charged for each bus route will be mutually agreed upon by the contractor and the school district. The district reserves the right to require that the contractor add or delete buses to or from service at the rates specified above.

Type II Buses and STV's – Prices for Type II Buses and STV's are based on a fixed price per day with unlimited hours and mileage.

Schedule B – Charter Rates

<u>In Town (local)</u>	<u>Minimum Charge</u>	<u>Hourly Rate</u> <u>Over 3 hours</u>
2018-2019	\$130.09	\$38.75
2019-2020	\$133.99	\$39.91
2020-2021	\$138.01	\$41.11
2021-2022	\$142.15	\$42.34
2022-2023	\$146.41	\$43.61

<u>Out of Town</u>	<u>Minimum Charge</u>	<u>Rate per Mile</u>	<u>Waiting Time</u> <u>Hourly Rate</u>
2018-2019	\$192.76	\$3.53	\$30.98
2019-2020	\$198.54	\$3.64	\$31.91
2020-2021	\$204.50	\$3.75	\$32.87
2021-2022	\$210.64	\$3.86	\$33.86
2022-2023	\$216.96	\$3.98	\$34.88

Actual cost of tolls & parking will be paid by the contractor and added to the billing for the trip.

Schedule "C"
Equipment Listing

<u>Quantity</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Fuel Type</u>	<u>Capacity</u>
3	2016	Blue Bird	Micro Bird	Propane	30
1	2016	Blue Bird	Vison	Propane	18&1 w/c
2	2016	Blue Bird	Vison	Propane	77
16	2017	Blue Bird	Vision	Propane	77
1	2017	Blue Bird	Vision	Propane	47
4	2017	Blue Bird	Micro Bird	Propane	30
1	2017	Blue Bird	Micro Bird	Propane	18&1 w/c
13	2018	Blue Bird	Vision	Propane	47
2	2018	Blue Bird	Vision	Propane	77
16	2019	Blue Bird	Vision	Propane	77
2	2019	Blue Bird	Vision	Propane	47
5	2014	Blue Bird	Vision	Propane	77 (Spares)
1	2011	Blue Bird	Vision	Diesel	47 (Spare)
1	2011	Blue Bird	Micro Bird	Diesel	18&1 w/c (Spare)
1	2011	Blue Bird	Micro Bird	Diesel	30 (Spare)

Approved Field Trips June 2018

<u>School</u>	<u>Grade/Dept.</u>	<u>Trip Date</u>	<u>Day(s) of the Week</u>	<u># of Students</u>	<u># of Adults</u>	<u>Destination</u>	<u>Subs</u>	<u>Student Cost</u>
SNIS	5	05/22/2018	Tuesday	24	2	SMS: Rehearse for School transition	0	\$0.00
NMHS	9-12	5/23/2018	Wednesday	14	3	The Maxx: Art Show setup	2	\$0.00
SMS	6	5/30/2018	Wednesday	6	1	SNIS: Transition	0	\$0.00
NMHS	12	06/04/2018	Monday	65	3	NES: Children's Literature Class	1	\$0.00
NES	2	06-05-2018	Tuesday	141	10	SNIS: Transition	0	\$0.00
HPS	2	06-07-2018	Thursday	113	12	SNIS: Transition	0	\$0.00
NMHS	12	06/08/2018	Friday	330	20	Harrybrooke Park/Senior Picnic	6	\$0.00
HPS	2	06/12/2018	Thursday	113	14	Bank St. Theater/Charlotte's Web	0	0.00 (PTO)
SNIS	4-5	06/12/2018	Thursday	30	6	Candlewood Valley Care Center (Orchestra Perf)	0	\$0.00
SMS	6-8	06-13-2018	Wednesday	18	4	All Aboard Pizza: Battle of the Books Winners	3	0.00 (PTO)
HPS	1	06/13/2018	Wednesday	139	14	Bank St. Theater/Charlotte's Web	0	0.00 (PTO)
SMS	6-8	06/14/2018	Thursday	50	4	HPS/SNIS: Jazz & Vices Tour	2	\$0.00
NES	2	06/15/2018	Friday	141	14	Bank St. Theater/Charlotte's Web	0	0.00 (PTO)
NES	1	06/18/2018	Monday	140	7	Bank St. Theater/Charlotte's Web	0	0.00 (PTO)
NES	2	06/18/2018	Monday	22	6	SNIS: Transition (SpEd)	0	\$0.00
NMHS	12	05/31/2019	Friday	350	12	Six Flags New England (Class of 2019 Senior Trip)	TBD	Class "Dues"

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2018 JUN -7 P 12:08

NEW MILFORD, CT

Also Present: Mr. Joshua Smith, Superintendent
Ms. Alisha DiCorpo, Assistant Superintendent
Ms. Roberta Pratt, Director of Technology

1.	Call to Order The meeting of the New Milford Board of Education Policy Sub-Committee was called to order at 6:45 p.m. by Mr. Schemm.	Call to Order
2.	Public Comment <ul style="list-style-type: none"> There was none. 	Public Comment
3.	Discussion and Possible Action <ul style="list-style-type: none"> Mr. Schemm said these policies had been previously discussed and then sent for legal review. He said they were up for discussion again before being recommended to the full Board. 	Discussion and Possible Action
A.	Policies: 1. 1000 Concept, Goals and Roles in Community Relations <ul style="list-style-type: none"> Mr. Schemm said mission statement language was added here. 2. 1112 News Media Relationships <ul style="list-style-type: none"> Mr. Smith said the revision removes outdated language and mirrors FOI wording. Mrs. Faulenbach suggested that wording for a designee be added in case of the absence of the 	A. Policies: 1. 1000 Concept, Goals and Roles in Community Relations 2. 1112 News Media Relationships

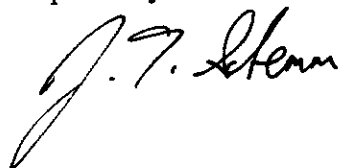
	<p>Chair as official spokesman for the Board.</p> <ul style="list-style-type: none">• Mrs. McInerney asked if any other policies talk about a designee for the Chair.• Mrs. Faulenbach said Board roles are discussed in the 9000 series bylaws.• Mr. Schemm said a designee is typically referenced in regards to the superintendent and not the Board chair.• Mrs. Faulenbach said she is okay either way since it is cleaner to have one voice as spokesperson. She said perhaps the Board could tighten roles internally.• Mr. Schemm said this could be mentioned as discussion at the Board level. <p>3. 1112.5 Media Access to Students</p> <ul style="list-style-type: none">• Mr. Smith said the revision updates language and adds a statute reference.• Mr. Schemm asked a procedural question regarding policy dates. Mr. Smith said as policies are revised and approved that date will be added. He said they will also update policies with a review date even if changes are not made so that there will be a record. <p>4. 1120 Public Participation at Board of Education Meetings</p> <ul style="list-style-type: none">• Mr. Smith said they had talked about updating the language in this policy but legal review says the statute specifically uses the term "mailed" so it is suggested that the term stay.• Mrs. McInerney suggested that #3 which says that questions may be restricted by the Board Chairperson might be misleading in that, as is part of the process, the Board does not respond to questions.• Mrs. Faulenbach said it is the Chair's purview, subject to FOI, to answer if he/she wants.• Mr. Failla said he had no problem with the current wording. The public can ask questions which the Board can hear and then address at a	<p>3. 1112.5 Media Access to Students</p> <p>4. 1120 Public Participation at Board of Education Meetings</p>
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<p>future time, controlling the narrative.</p> <ul style="list-style-type: none"> • Mrs. Faulenbach said she thinks the Board should always “err on the side of the public” and not restrict if they don’t have to. • Mr. Schemm said so much of policy work is driven by statute that they need to make sure they are consistent in actions. He thinks the language should stay open. If the public is asking questions on agenda items, answers may come up in later discussion. <p>5. 9321 Time, Place and Notification of Meetings</p> <ul style="list-style-type: none"> • Mr. Smith said legal suggested “mailed” remain here as well. The clerk notation was clarified to reflect Board clerk. • Mr. Schemm asked if any persons had made a request for mailing and Mr. Smith said there is a list that is emailed the agenda after it is posted. <p>Mrs. Faulenbach moved to bring Policies:</p> <ol style="list-style-type: none"> 1. 1000 Concept, Goals and Roles in Community Relations 2. 1112 News Media Relationships 3. 1112.5 Media Access to Students 4. 1120 Public Participation at Board of Education Meetings 5. 9321 Time, Place and Notification of Meetings <p>to the full Board for first review.</p> <p>Motion seconded by Mrs. McInerney.</p> <p>Motion passed unanimously.</p> <p>6. 3520 Student Data Privacy</p> <ul style="list-style-type: none"> • Mr. Smith said this has been an interesting process in that this is not officially law, but if it is approved, it goes in effect July 1 so the district wants to be ready. The new revisions make it easier for districts to implement and 	<p>5. 9321 Time, Place and Notification of Meetings</p> <p>Motion made and passed unanimously to bring Policies:</p> <ol style="list-style-type: none"> 1. 1000 Concept, Goals and Roles in Community Relations 2. 1112 News Media Relationships 3. 1112.5 Media Access to Students 4. 1120 Public Participation at Board of Education Meetings 5. 9321 Time, Place and Notification of Meetings <p>to the full Board for first review.</p> <p>6. 3520 Student Data Privacy</p>
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<p>help with notification requirements. It also provides for a state commission to manage statewide contracts with larger vendors.</p> <ul style="list-style-type: none"> • Mr. Schemm asked if there was funding for that. Mr. Smith said no. • Mrs. McInerney said this will also affect fundraising organizations like the PTO. • Mr. Schemm said this has affected teacher work in the case where contracts with (technology) vendors are not in place. Mr. Smith said it will limit innovation of cutting edge work in some cases where the vendor does not have the capacity to meet requirements. • Mrs. McInerney noted a typo on page 2 of the appendix. • Mrs. Faulenbach asked if the intent is to move this forward to the Board and Mr. Smith said yes. <p>Mrs. McInerney moved to bring Policy 3520 Student Data Privacy with modified language to the full Board for second review.</p> <p>Motion seconded by Mr. Schemm.</p> <ul style="list-style-type: none"> • Mrs. Faulenbach asked if the Board would be approving the policy at its next meeting or just reviewing it again and how that would affect parent notification. • Mr. Smith said annual notification is required so it could be added to Appendix A. He said the legal opinion was that the Board could move right to approval versus second review if they wished since Board bylaw 9311 allows for approval at the initial presentation if revisions are due to changes in law, which is the case here. <p>Mrs. McInerney withdrew her motion, and Mr. Schemm withdrew his second.</p> <p>Mrs. McInerney moved to bring Policy 3520 Student Data Privacy with modified language to the full Board</p>	<p></p> <p>Motion made and seconded to bring Policy 3520 Student Data Privacy with modified language to the full Board for second review.</p> <p>Motion and second withdrawn.</p> <p>Motion made and passed unanimously to bring Policy 3520</p>
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	for approval. Motion seconded by Mr. Schemm. Motion passed unanimously.	Student Data Privacy with modified language to the full Board for approval.
4.	Public Comment <ul style="list-style-type: none">• There was none.	Public Comment
5.	Adjourn Mrs. Faulenbach moved to adjourn the meeting at 7:18 p.m. seconded by Mrs. McInerney and passed unanimously.	Adjourn Motion made and passed unanimously to adjourn the meeting at 7:18 p.m.

Respectfully submitted:



J.T. Schemm, Chairperson
Policy Sub-Committee

**New Milford Board of Education
Committee on Learning Minutes
June 5, 2018
Lillis Administration Building, Room 2**

Present: Mrs. Tammy McInerney, Chairperson
Mr. Bill Dahl
Mr. Joseph Failla
Mr. J.T. Schemm

Also Present: Mr. Joshua Smith, Superintendent of Schools
Ms. Alisha DiCorpo, Assistant Superintendent of Schools
Ms. Roberta Pratt, Director of Technology

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2018 JUN -7 P 12:08

NEW MILFORD, CT

1.	Call to Order The meeting of the New Milford Board of Education Committee on Learning was called to order at 7:31 p.m. by Mrs. McInerney.	Call to Order
2.	Public Comment • There was none.	Public Comment
3.	Presentations • Mrs. McInerney asked when the Committee would next see curriculum for approval. Ms. DiCorpo said not until January or February. The district is putting in a new process which will allow writing to take place during the school year. Ms. DiCorpo is prioritizing the work now, and reviewing the proposal with those involved. • Mr. Schemm asked if writing will happen during school time. Ms. DiCorpo said it will be a combination of release time and offsite work. Mr. Schemm said he thinks it will be helpful to be doing the work at the same time the teaching is happening so the work is not done in a vacuum. • Mr. Dahl asked if substitutes will be needed. Ms. DiCorpo said yes, but there will be a balance.	Presentations
A.	Phonics Pilot • Ms. DiCorpo said the phonics work is driven by	A. Phonics Pilot

	<p>the DLET goal and needs assessment. The district looked at current program limitations, investigated available phonics programs, and will pilot two next year.</p> <ul style="list-style-type: none">• Mrs. McInerney asked about the role of the literacy coach in the process. Mr. Smith said the K-2 position is open and they purposely did not fill it this year to help fill the state funding deficit.• Mrs. McInerney asked if teachers piloting would receive a stipend or if it is considered professional development. Ms. DiCorpo said it is professional development.• Mr. Schemm asked what program the district is currently using. Ms. DiCorpo said Superkids. She said they will track that program in comparison to the pilots.• Ms. DiCorpo said the two programs which will be piloted are Fountas & Pinnell and Columbia Units of Study in Phonics. She said the teachers piloting are excited to try them out. They will collaborate through the year and share results, so an ultimate decision can be made through consensus.• Mr. Dahl said he was impressed with the tremendous amount of work that Ms. DiCorpo is doing.	
B. Summer Reading	<ul style="list-style-type: none">• Ms. DiCorpo said she has worked with Data Coach Michael Clyne to develop a coordinated response to summer reading, specifically focused on intervention of below grade level readers at the middle school level. They are working closely with the public library on strategies to increase reading participation, including programming and incentives. They have surveyed students and shared the results with the library for planning. They have also created one universal website for all NMPS students and families to access. Ms. DiCorpo said they will be emailing information to all families. They will also have hard copies available at the building level so teachers can add their encouragement.• Mrs. McInerney said she thinks this is a great idea	B. Summer Reading

	<p>and asked if the district has connected specifically with the parents of underachievers. Ms. DiCorpo said reading level was shared at spring conferences through grade 8. Mr. Smith said it is part of the MAP assessment too.</p> <ul style="list-style-type: none"> • Mrs. McInerney said not all parents attend spring conferences. Ms. DiCorpo said she can talk to the building principals. • Mr. Smith said they want students to read more, regardless of level, as it benefits all. • Ms. DiCorpo said it has been a collaborative effort with the library and others. SMS teacher Gina Bernard is working with local girl scouts to set up free local libraries around town. The Youth Agency is involved in talks about getting their students involved. • Mr. Dahl said he is happy to see the collaboration with the public library which has outstanding programs. • Ms. DiCorpo said they are also promoting the Governor's Summer Reading Challenge. She said the State is now monitoring participation and will award certificates to schools with highest books per student count and highest participation. Her goal is for NMPS to earn that recognition. The district goal is for 100% of students to read a reasonable number of books over the summer and for 100% of students to complete the governor's reading challenge form during or after summer to log the books they've read. 	
4.	<p>Public Comment</p> <ul style="list-style-type: none"> • There was none. 	Public Comment
5.	<p>Adjourn</p> <ul style="list-style-type: none"> • Mr. Dahl asked if the Committee would be meeting this summer. Mr. Smith said it was agreed that the July Policy and COL meetings will be canceled. No decision has been made yet on the August meetings. 	Adjourn

	Mr. Dahl moved to adjourn the meeting at 8:19 p.m., seconded by Mrs. McInerney and passed unanimously.	Motion made and passed unanimously to adjourn the meeting at 8:19 p.m.
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Respectfully submitted:

A handwritten signature in black ink, appearing to read 'Tammy McInerney', with a long horizontal flourish extending to the right.

Tammy McInerney, Chairperson
Committee on Learning

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2018 JUN 14 A 9:05
NEW MILFORD, CT

Also Present: Mr. Joshua Smith, Superintendent
Mr. Kevin Munrett, Facilities Director
Mr. Nestor Aparicio, Assistant Facilities Director
Mr. Anthony Giovannone, Director of Fiscal Services and Operations
Ms. Roberta Pratt, Director of Technology

1.	<p>Call to Order</p> <p>The meeting of the New Milford Board of Education Facilities Sub-Committee was called to order at 6:47 p.m. by Mr. McCauley. Mrs. McInerney was seated in the absence of Mrs. Chastain.</p>	<p>Call to Order</p>
2.	<p>Public Comment</p> <ul style="list-style-type: none"> There was none 	<p>Public Comment</p>
3.	<p>Discussion and Possible Action</p> <ul style="list-style-type: none"> Mr. McCauley said a proposal for an Eagle Scout project for NES came in at the last minute and he asked for a motion to amend the agenda to add it for discussion and possible action. <p>Mr. Dahl moved to amend the agenda to add discussion and possible action on an Eagle Scout project for NES.</p> <p>Motion seconded by Mrs. McInerney.</p> <p>Motion passed unanimously.</p> <ul style="list-style-type: none"> Mr. Smith said the student is hoping to do the work this summer if approved. He distributed a handout of project details. He said there was a similar project done at SNIS. While there are 	<p>Discussion and Possible Action</p> <p>Motion made and passed unanimously to amend the agenda to add discussion and possible action on an Eagle Scout project for NES.</p>

	<p>some questions about the scope of this project, he is sure they can be worked out with the student.</p> <ul style="list-style-type: none"> • Mr. McCauley read the handout aloud for committee members, since no one had had a chance to review it ahead of time. Mr. McCauley said he thought it would be helpful if the student attended the Board meeting so he could answer any questions. • Mr. McCauley mentioned concern with the birdfeeders, since in New Milford, they can become “bear feeders”. Mrs. McInerney said these are interior courtyards so that won’t be a problem. • Mrs. McInerney said she thought this project was a great idea but wondered if the referenced chalkboards and computer equipment would stay out or be mobile. She also questioned the fairness aspect of doing a project that benefits one school and not another. • Mr. Smith said the district seeks to provide an equitable, but not necessarily equal, experience for all students and that details would still need to be ironed out. • Mrs. Monaghan asked if the NES Principal had approved the project. Mr. Smith said in general yes, but not the project specifics. <p>Mr. Dahl moved to bring the Eagle Scout project for NES to the full Board for approval.</p> <p>Motion seconded by Mrs. Monaghan.</p> <p>Motion passed unanimously.</p>	
A. End of Year Projects	<ul style="list-style-type: none"> • Mr. Munrett said that there is no funding for additional projects beyond those already listed on the 5 year capital plan or funded through the operating budget. • Mr. Dahl asked if this item needed to be moved for action. • Mr. Smith said no because there are no additional projects outside of those budgeted 	<p>Motion made and passed unanimously to bring the Eagle Scout project for NES to the full Board for approval.</p> <p>A. End of Year Projects</p>

	<p>that are being proposed. The only unplanned expense that will be funded is for the fire panel at the high school which was damaged in the last storm. The \$70,000 replacement cost is covered by insurance but the district has a \$25,000 deductible. That cost will appear on the purchase resolution at the Operations meeting and will come out of the Facilities budget.</p>	
4.	<p>Items of Information</p> <p>A. Summer Projects</p> <ul style="list-style-type: none"> • Mr. Munrett said upcoming summer projects have been approved and funded in the budget; there are no additions. The projects include asbestos abatement, security enhancements, tile replacement and toilet partitions. • Mrs. McInerney asked if Mr. Munrett thought there would be sufficient time for cleaning with such a short summer and groups like Park and Rec using the buildings. Mr. Munrett said they will work together with the groups and make adjustments on both sides to get the work done. <p>B. Summer Hiring</p> <ul style="list-style-type: none"> • Mr. Munrett said they usually bring in supplemental staff to assist with summer cleaning. That will be reduced this year due to a combination of budget cuts and the shorter summer. • Mrs. McInerney asked if the hiring is in limbo with no budget approved. Mr. Smith said the postings are being held until after Tuesday's referendum and depending on outcome will be posted as anticipated or available. • Mrs. Monaghan asked if they get return staff from summer to summer and Mr. Munrett said some. <p>C. Building Use During Summer</p> <ul style="list-style-type: none"> • Mr. Munrett said his department worked with 	<p>Items of Information</p> <p>A. Summer Projects</p> <p>B. Summer Hiring</p> <p>C. Building Use During Summer</p>

	<p>Human Resources regarding building hours and access during the summer and notified all staff. He said there is no night shift during the summer.</p> <ul style="list-style-type: none"> • Mr. Dahl asked if the buildings are locked down at night and Mr. Munrett said yes at 3:30 p.m. Mr. Dahl asked if the department uses split shifts and Mr. Munrett said yes when appropriate. • Mrs. McInerney asked what groups besides Parks and Rec use the buildings. Mr. Munrett said there are many, including science and athletic camps, robotics etc. 	
D.	Storm Damage Update <ul style="list-style-type: none"> • Mr. Munrett said the southern end of New Milford, including the high school and HPS, took the brunt of storm damage. He said they are working with insurance providers regarding damage to the high school roof, fire alarm panel and athletic equipment on the fields. • Mr. Dahl asked if the stadium lights were okay and Mr. Munrett said they were. • Mrs. Monaghan asked what percentage of the high school roof was damaged. Mr. Smith said Garland is preparing a full report of the damage and replacement costs and will be meeting with the insurance adjusters. He said it is extremely possible that full replacement will be needed. • Mr. Munrett said they are keeping an eye on the temporary patches as well and insurance will reimburse us to do that. 	D. Storm Damage Update
E.	Fuel Tanks Update <ul style="list-style-type: none"> • Mr. Munrett said the bid award letter for the HPS tank was given to ETT and they are ordering the tank; there is no delivery date to share yet. • Mrs. Monaghan asked if the work would be done before school opens and Mr. Munrett said that is the plan. • Mrs. McInerney said that the Town will pick up the cost of the SNIS and Lillis tanks if this 	E. Fuel Tanks Update

	<p>referendum passes.</p> <ul style="list-style-type: none"> • Mr. Smith said there was supposed to be a meeting today with that as one of the topics but it was canceled because they are waiting on the referendum vote. • Mrs. Monaghan said she is a member of CERT, the Community Emergency Response Team, and she was aware that the SNIS tank is used only for the generator if the Town uses the school as an emergency shelter. To her knowledge, that had happened only once in the last 15 years. She suggested it would be better to not replace the tank and instead move the shelter to the Maxx instead, which is smaller and would be more cost efficient. She said that perhaps the John Pettibone Community Center could be used for overflow. <p>F. Roof Report Follow up</p> <ul style="list-style-type: none"> • Mr. McCauley said this was to have been a topic at today's meeting with the Town which was canceled. As such, he has no new information to report. 	
5.	<p>Public Comment</p> <ul style="list-style-type: none"> • There was none. 	Public Comment
6.	<p>Adjourn</p> <p>Mr. Dahl moved to adjourn the meeting at 7:09 p.m., seconded by Mrs. Monaghan and passed unanimously.</p>	<p>Adjourn</p> <p>Motion made and passed unanimously to adjourn the meeting at 7:09 p.m.</p>

Respectfully submitted:



Brian McCauley, Chairperson
Facilities Sub-Committee

**New Milford Board of Education
Operations Sub-Committee Minutes
June 12, 2018
Lillis Administration Building—Room 2**

22
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TOWN CLERK
2018 JUN 14 A 9:05
NEW MILFORD, CT

Present: Mrs. Wendy Faulenbach, Chairperson
Mrs. Angela C. Chastain
Mr. Brian McCauley
Mrs. Eileen P. Monaghan

Also Present: Mr. Joshua Smith, Superintendent
Ms. Alisha DiCorpo, Assistant Superintendent
Ms. Ellamae Baldelli, Director of Human Resources
Mr. Anthony Giovannone, Director of Fiscal Services and Operations
Ms. Roberta Pratt, Director of Technology
Mrs. Laura Olson, Director of Pupil Personnel and Special Services
Mr. Kevin Munrett, Facilities Director
Mr. Nestor Aparicio, Assistant Facilities Director

1.	Call to Order The meeting of the New Milford Board of Education Operations Sub-Committee was called to order at 7:30 p.m. by Mrs. Faulenbach.	Call to Order
2.	Public Comment <ul style="list-style-type: none"> There was none. 	Public Comment
3.	Discussion and Possible Action <p>A. Exhibit A: Personnel — Certified, Non-Certified Appointments, Resignations and Leaves of Absence</p> <ul style="list-style-type: none"> Ms. Baldelli said this is the time of year where retirements show up on the Exhibit. She anticipates a revision for Friday's Board packet. <p>Mrs. Chastain moved to bring Exhibit A: Personnel - Certified, Non-Certified Appointments, Resignations and Leaves of Absence to the full Board for approval.</p> <p>Motion seconded by Mrs. Monaghan.</p> <p>Motion passed unanimously.</p>	Discussion and Possible Action <p>A. Exhibit A: Personnel — Certified, Non-Certified Appointments, Resignations and Leaves of Absence</p> <p>Motion made and passed unanimously to bring Exhibit A: Personnel - Certified, Non-Certified Appointments, Resignations and Leaves of Absence to the full Board for approval.</p>

<p>B.</p>	<p>Monthly Reports</p> <ol style="list-style-type: none"> 1. Budget Position dated 5/31/18 2. Purchase Resolution D-711 3. Request for Budget Transfers <ul style="list-style-type: none"> • Mrs. Faulenbach said the district is starting to close out the year. This report shows a balance of \$1,631,969. She said the \$241,000 excess cost shortfall is reflected here. She asked what other large drivers will draw down this balance going forward. • Mr. Smith said the \$450,000 contribution to the Town will come from different lines. He said there is a \$260,000 benefit payment not encumbered yet. The \$357,000 balance in certified/non certified staffing is a result of a conscious management decision that started early in the year where open positions were not filled or delayed to hold for end of year obligations to other shortfalls. In the 500 series, there are expenditures to come in the areas of transportation, out of district, and a mediation settlement. The supply line will have expenditures for year-end activities. Stipends still need to be paid. The district is also holding \$100,000 for audit adjustments. • Mrs. Faulenbach noted that there are no new projects being requested for end of year. She said these are usually safety based, but that they are not being considered because the district is too close to the threshold. • Mr. Smith said that is correct. He distributed a handout which showed the historical 10 year average for end of year balance. That average is 0.62%. The district and Board are liable if the number is negative. To meet the 10 year average, the district would end with a \$389,000 balance. Mr. Smith said that this year is projecting well under that. • Mr. Giovannone said the auditor adjustments begin in July with the final audit number usually provided the following January. He said they are working with the auditors to 	<p>B. Monthly Reports</p> <ol style="list-style-type: none"> 1. Budget Position dated 5/31/18 2. Purchase Resolution D-711 3. Request for Budget Transfers
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	<p>clearly identify the \$450,000 contribution to the Town so that it can be captured historically.</p> <ul style="list-style-type: none"> • Mrs. Monaghan asked if line 54301 repair and maintenance is district-wide and for summer items. Mr. Giovannone said it is district-wide but for items through June. Summer expenses will be charged to the 18/19 budget. • Mrs. Faulenbach noted the unexpected expense of \$25,000 on the purchase resolution for the fire alarm. This is a deductible on repair necessary as a result of storm damage. • Mrs. Faulenbach noted that 5 year capital projects are budgeted projects; no new projects have been added. • Mrs. Faulenbach asked for questions on the budget transfer report. Mr. Smith noted that the transportation types are being separated out. There has been a change to the law regarding DCF placements and they are carving that out for clarity. In many cases DCF is placing where they have an available home, which can create additional transportation expenses for the district. Schools are trying to become more a part of the conversation regarding placement as they often have additional input to offer as to what is in the best interests of the child. <p>Mr. McCauley moved to bring the monthly reports: Budget Position 5/31/18, Purchase Resolution D-711 and Request for Budget Transfers to the full Board for approval.</p> <p>Motion seconded by Mrs. Monaghan.</p> <p>Motion passed unanimously.</p>	
C. Gifts & Donations	<p>1. PTO — Exhibit B</p> <p>2. New Milford River Trail Association</p> <ul style="list-style-type: none"> • The Committee agreed that these are wonderful gifts and the district is grateful for the support. • Mr. Smith said there will be a revision to the PTO donation for Friday's packet to reflect an 	<p>Motion made and passed unanimously to bring the monthly reports: Budget Position dated 5/31/18, Purchase Resolution D-711, and Request for Budget Transfers to the full Board for approval.</p> <p>C. Gifts & Donations</p> <p>1. PTO — Exhibit B</p> <p>2. New Milford River Trail Association</p>

	<p>additional grant.</p> <p>Mrs. Monaghan moved to bring Gifts & Donations: PTO – Exhibit B and New Milford River Trail Association to the full Board for approval.</p> <p>Motion seconded by Mr. McCauley.</p> <p>Motion passed unanimously.</p>	<p>Motion made and passed unanimously to bring Gifts & Donations: PTO – Exhibit B and New Milford River Trail Association to the full Board for approval.</p>
D. Bid Awards	<p>1. Food and Nutrition Services - Milk</p> <p>2. Food and Nutrition Services – Frozen Dessert</p> <p>3. Security Services</p> <ul style="list-style-type: none"> Mrs. Faulenbach asked how long Wade’s Dairy had been the provider. Mr. Giovannone said at least three years but he would check. <p>Mr. McCauley moved to bring the bid awards for Milk, Frozen Dessert, and Security Services to the full Board for approval.</p> <p>Motion seconded by Mrs. Monaghan.</p> <p>Motion passed unanimously.</p>	<p>D. Bid Awards</p> <p>1. Food and Nutrition Services - Milk</p> <p>2. Food and Nutrition Services – Frozen Dessert</p> <p>3. Security Services</p> <p>Motion made and passed unanimously to bring the bid awards for Milk, Frozen Dessert, and Security Services to the full Board for approval.</p>
E. Grants	<p>1. Carl D. Perkins</p> <ul style="list-style-type: none"> Ms. DiCorpo said this is a summary only as they are still confirming some of the alignments and partnerships. The \$34,500 is a reduction of \$709 from last year. This is not an entitlement grant but Ms. DiCorpo does not anticipate any issues. <p>2. Adult Education: ESL for Life and Work Pathways to the Future</p> <ul style="list-style-type: none"> Ms. DiCorpo said the grant is focused on two separate areas: ESL and work pathways, however one often works hand in hand with the 	<p>E. Grants</p> <p>1. Carl D. Perkins</p> <p>2. Adult Education: ESL for Life and Work Pathways to the Future</p>

	<p>other. This is a growing population in New Milford. The grant requires matching budgeted funds.</p> <ul style="list-style-type: none"> • Mrs. Faulenbach asked where these funds show up in the budget. Mr. Giovannone said there are two Adult Education lines within DOI. <p>Mrs. Chastain moved to bring the Carl D. Perkins and Adult Education: ESL for Life and Work Pathways to the Future grants to the full Board for approval.</p> <p>Motion seconded by Mr. McCauley.</p> <p>Motion passed unanimously.</p>	
F.	<p>All-Star Transportation Contract</p> <ul style="list-style-type: none"> • Mrs. Faulenbach said this topic came up in May as a possible cost savings. Mr. Smith, Mr. Lawson and Mrs. Faulenbach met with the bus company and the memo provided highlights the discussion for a new five year contract to replace the current two year contract. If this continues to Board approval, a full contract will be vetted by legal. • Mr. Smith said the proposed five year contract will result in a savings of \$155,000 for next year's budget, based on a zero increase in year one of the contract and the reduction of one bus. <p>Mrs. Monaghan moved to bring the All-Star Transportation Contract to the full Board for approval.</p> <p>Motion seconded by Mr. McCauley.</p> <p>Motion passed unanimously.</p>	<p>Motion made and passed unanimously to bring the Carl D. Perkins and Adult Education: ESL for Life and Work Pathways to the Future grants to the full Board for approval.</p> <p>F. All-Star Transportation Contract</p>
G.	<p>Retirement Incentive for Administrators</p> <ul style="list-style-type: none"> • Mr. Smith said this is in response to urging from BOE members to look at a retirement incentive for cost savings. The teacher contract that starts July 1 already has one built in. He 	<p>Motion made and passed unanimously to bring the All-Star Transportation Contract to the full Board for approval.</p> <p>G. Retirement Incentive for Administrators</p>

	<p>said legal was consulted on this incentive for administrators which is for health care costs only. These costs are already budgeted for, based on the December census.</p> <ul style="list-style-type: none"> • Mrs. Monaghan asked how many administrators are eligible. Mr. Smith said six, but they anticipate one to three, for a savings of \$18,000 to \$60,000. • Mrs. Chastain said she thought five years seems low to be eligible. Mr. Smith said this was done after consultation with legal. The candidate pool is small so this was done to avoid any appearance of targeting or discrimination by age. Mr. Smith said they continue to look at all areas for savings, especially those that are non-student related. <p>Mr. McCauley moved to bring the Retirement Incentive for Administrators to the full Board for approval.</p> <p>Motion seconded by Mrs. Monaghan.</p> <p>Motion passed unanimously.</p>	
H.	<p>Recommended Adjustments to the 2018-19 Budget</p> <ul style="list-style-type: none"> • Mrs. Faulenbach said this chart has been tweaked from previous meetings. • Mr. Smith said the total has been changed to \$1,268,084 to reflect the current referendum number. He said reaching that number without staffing reductions will be impossible. Specific recommendations will come once a budget has been approved. • Mrs. Chastain asked for the approximate per staff cost. Mr. Smith said they use \$55,000 as the placeholder but it can be a little higher for shortage areas and stand-alone positions. • Mrs. Faulenbach asked if insurance would be factored in. Mr. Smith said not historically because the December census is used. They are having the conversation as to what effect mid-year adjustments to that number would have. 	<p>Motion made and passed unanimously to bring the Retirement Incentive for Administrators to the full Board for approval.</p> <p>H. Recommended Adjustments to the 2018-19 Budget</p>

	<ul style="list-style-type: none"> Mr. Smith said Board members have made other suggestions for items not on the list and they are working on assigning dollar amounts and preparing rationale for why they are not being recommended. Mrs. Faulenbach said there was no action required for this item. She encouraged Board members to reach out to the Superintendent with any input. 	
4.	<p>Items of Information</p> <p>A. Annual Emergency Preparedness Report</p> <ul style="list-style-type: none"> Mr. Smith said this report is required annually. Mrs. Faulenbach asked who the official liaison is. Mr. Smith said officially it is Mr. Giovannone but that he works in concert with Mr. Munrett. In addition to this plan, all school based plans are currently being reviewed. <p>B. Annual Wellness Report</p> <ul style="list-style-type: none"> Mr. Smith said this report is also required annually. Ms. DiCorpo and Mrs. Olson chair the committee. Mrs. Faulenbach asked how often the Wellness Committee meets. Ms. DiCorpo said it is scheduled for four times a year but this year only met twice due to weather cancellations. She said they were able to mobilize many school goals this year. The Committee is growing. Next year it will include the head of the Substance Abuse Prevention Council. <p>C. Capital 5 Year Plan – Expenditures in the 17/18 Budget</p> <ul style="list-style-type: none"> Mr. Smith said this memo in in response to a request to tie out capital expenditures for this year. It breaks down approved spending in the areas of buildings, equipment and technology. Mrs. Faulenbach noted that this is a budgeted draw down from the capital reserve account. 	<p>Items of Information</p> <p>A. Annual Emergency Preparedness Report</p> <p>B. Annual Wellness Report</p> <p>C. Capital 5 Year Plan – Expenditures in the 17/18 Budget</p>

	<p>Currently the fund has approximately \$986,000.</p> <ul style="list-style-type: none">• Mr. Smith said the \$4,000 balance will likely be gone by the end of the year as approved funds continue to be spent.• Mr. Smith said of the \$322,000 proposed revenue offset for next year, \$222,000 will be taken. This results in a hit of \$100,000 to the operating budget planned for next year. This may change based on current budget reductions.	
D. Food Service Participation in the HFC Program	<ul style="list-style-type: none">• Mr. Smith said this is a synopsis of requested information. It shows a \$672,000 savings due to participation in state and federal healthy food programs.• Mrs. Chastain asked about the cost to implement the wellness plan. Mr. Smith said there was no direct cost, it is part of the administrators' duties.• Mrs. Chastain noted that only half our student body purchases lunch and suggested that some don't eat. Mr. Smith said the other students likely bring their lunch to school.• Mrs. Chastain reiterated a previous request to have the Food Services director present a summer workshop and answer questions.• Mrs. Faulenbach noted that Food Services is not budgeted for. Mr. Smith said they are a hybrid as they are self-funded, but employees are a bargaining unit under Board auspices.• Mr. Giovannone said Munis is used for requisitions but that comes from a separate budget. That budget is verified with state auditors.• Mrs. Chastain said she wanted to see the last three years of end of year balances, audit reports, and the federal guideline report prior to the workshop. She said the Board should have an overview of this large budget and be able to give input. She would like to see an annual	D. Food Service Participation in the HFC Program

	<p>reporting cycle going forward.</p> <ul style="list-style-type: none"> Mr. Smith noted that New Milford's per lunch amount had only increased 10 cents in the last ten years and that we have one of the lowest rates in the area. <p>E. Clubs and Activities Report</p> <ul style="list-style-type: none"> Mr. Smith said this summary had been requested early in the year and is raw data presented as a starting point. Some are per contract, others by request, some during the day, others after school. Ms. Baldelli said the activities listed for grades 3 through 8 are all stipend. <p>F. Excess Cost Payment 2 of 2 for 2017/2018</p> <ul style="list-style-type: none"> Mrs. Faulenbach said this item had already been addressed in previous conversation. 	<p>E. Clubs and Activities Report</p> <p>F. Excess Cost Payment 2 of 2 for 2017/2018</p>
5.	<p>Public Comment</p> <ul style="list-style-type: none"> There was none. 	Public Comment
6.	<p>Adjourn</p> <p>Mr. McCauley moved to adjourn the meeting at 8:36 p.m. seconded by Mrs. Monaghan and passed unanimously.</p>	<p>Adjourn</p> <p>Motion made and passed unanimously to adjourn the meeting at 8:36 p.m.</p>

Respectfully submitted:

Wendy Faulenbach

Wendy Faulenbach, Chairperson
Operations Sub-Committee

EdAdvance report for June 2018

I met with Jeff Kitching at 6 p.m. before the regularly scheduled board meeting at 6:30. He gave me the following background about EdAdvance.

- EdAdvance is a Regional Service Center that covers the Northwest corner of the state.
- It is 50 years old.
- It gets 45% of its funds from state and federal grants, 55% from fees for service and 1% from local donations.
- They have 175 vans and their fees are less than the local school bus companies because they need to make only a small profit.
- They have \$5 million in reserve and, beyond that, they reinvest \$1 million in new buildings.
- They have renovated the Access South school and reopened this year and are purchasing two former Catholic schools in Torrington so they can move their Access North programs into space for which they pay an mortgage rather than rent.
- The Access South facility had only three students last year during the renovations, but are at 30 students now and expect more growth in the next school year.
- Their cost for a special ed student is \$50,000 a year, rather than the more typical \$100,000.
- All 24 superintendents meet regularly.
- Their IT department has developed a ride-share program where Special Education administrators can search for possible ride-sharing options and share the cost of transportation.
- EdAdvance pays for some special ed staff needed for someone with really special needs.

At the Board meeting the following items were covered;

- 4 scholarships given to local students were acknowledged.
 - There is a new Director of Talent for the afternoon arts program run in Litchfield
 - A Youth Mental health program was well attended.
 - A 5-year Head Start grant was approved for the school year starting in September. This is continuation of a previous grant.
 - Money from a state grant for a Birth to Three program is starting to flow.
- ^a Personnel staffing is down due to fewer Adult Education programs. All these positions were part time.

Executive Director's Report;

- The negotiations to acquire the U Conn campus in Torrington did not work, so they moved on to working on purchasing the two schools.
- Regional Efficiency Group was able to get a really good price on Chrome books because of a volume discount. New Milford is in this group. The price is only good until August 31.
- They are working on a self-funding health insurance program that they will eventually offer to all districts. This will be helpful to small districts and possibly to larger ones like New Milford.