

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

ESSEX BOARD OF EDUCATION

AGENDA

To:	Members of the Essex Board of Education
Subject:	Essex Board of Education meeting - <u>Thursday, May 13, 2021</u>
Time:	Board meetings begin promptly at 7:00 p.m.
Place:	Via Google Meet – To listen remotely please dial <u>(US)+1 (617) 675-4444 PIN: 472 951 124 8024#</u>
	(We kindly ask that you please mute your phone immediately upon connecting to the meeting as this will improve the audio
	quality for all participants. Google Meet may do this automatically, depending on the number of people already connected to the call.
	If so, pressing *6 will unmute your phone when it's time to speak)

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

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

1. Call to order 7:00 p.m.

2. Verbal roll call for BOE members

3. Election to Fill Vacancies in Board offices / appointments to active committees -

The Chair shall open the floor for nomination for the following offices/appointments:

- > The office of Vice-Chairman for the unexpired term of office (*until the first meeting after November election day*)
- > Appointment to a vacancy on the Supervision District Committee for the unexpired term through Nov. 2021
- 4. Consent agenda. The following items are to be handled as combined and by single vote. Any Board member may request that an item be pulled out for further discussion.
 - 4.1. Minutes from the regular meeting of March 11, 2021 (encl #1)
 - 4.2. Accounts Payable Report (*encl* #2)

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

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

6. Reports and Other Items:

6.1. Superintendent's Report – B. White

- a. District update
- b. Information and communication

c. Possible VOTE to accept a donation of \$485 from Mason Clark to be used as a campership for a student. -J.

Tousignant

6.2. Finance Office Report – R. Grissom

- a. Financial Status Updates
 - Current Year to Date Financial Status Update (encl #3)
 - Cafeteria Fund Update (encl #4)
 - Medical Reserve Tracking (encl #5)
 - ESSER Funds update
 - General grants update

6.3 **Principal's Report** (as needed) Jennifer Tousignant - EES

- 6.4 Discussion and possible VOTE to renew the Agreement Concerning the Establishment and Operation of an Interim Collaborative Preschool Program dated February 13, 2008. The original contract expires on June 30, 2012 and per agreement may be renewed in 1 year increments upon agreement of all signing parties (Boards of Education for Chester, Deep River, Essex and the Regional Supervision District Committee) no later than June 30th (encl. #6)
- 6.5 Discussion and possible VOTE to renew YMCA afterschool care contract on yearly basis (encl. #7)
- 6.6 Committee Reports (Chair or designated representative of each Comm.)
 - a. Joint PK-12 Committees Policy TBD, Curriculum J. Stack, Finance R. Daniels

Finance	Policy	Curriculum
TBD	TBD	TBD

- b. Supervision District Committee update L. Seidman
- c. Other committee reports
 - c.1 LEARN Committee update TBD
 - c.2 <u>Discussion regarding any Pending Policies</u> standing item

None pending

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

8. Executive Session – Personnel

Superintendent to present year-in-review self-assessment

9. Future agenda items

- 9.1. Joint BOE next regular meeting June 03, 2021 @ 7:00 p.m.
- 9.2. Essex BOE next regular meeting Sept. 09, 2021 @ 7:00 p.m.

10. Adjournment



Regional School District 4 Chester – Deep River – Essex – Region 4 Boards of Education Committees – School Year 2020-21 (Updates in Progress)

Joint BOE Standing Committees (standing	a committees has	a regularly scheduled meetings)						
		mas) CH(Bernardoni/Scherber) DR(Maiko	weki/Campbell) FS (S	eidman/McCluskey)				
<i>j</i>		(TBD) CH(Bibbiani/Fearon) DR(T.	x · · ·					
		s) CH (Pollock/Englert) DR (Hallden/Lewis						
		1 / Cavanaugh 21 / Clark 21) CH (Fea						
terms end in Nov. of the year listed after each name)	DR (Campbell 2	1 / Ferretti 21 / Morrissey 21) ES (TBI	O 21 /McCluskev 21	/ Seidman 21)				
				,				
Joint Ad Hoc Committees (ad hoc com	mittees meet fo	r a designated period or as needed)						
Personnel & Negotiations			Contract duration	n Initiate negotiations				
- Joint BOE Teacher negotiations		mas/TBD) CH (TBD/Englert Alt.)	Expires 7/2022	_				
		TBD Alt.) ES (TBD/Watson)		0/2022				
- Joint BOE Administrator negotiations		as ABOVE for Teacher negotiations	Expires 7/202					
- Joint BOE Paraeducator negotiations		as BELOW for Net Tech et al. mas/TBD) CH (Fitzgibbons, TBD)	Expires 7/2021 Expires 7/2021					
 Joint BOE NetTechs et al negotiations (ElemSec/Elem Nurses/ElemNetTech/R4NetTEch/ElemCustodians) 	DR (Campbell/F	Serretti Alt.) ES (TBD/Watson)	Expires 7/2021	5/2021				
- Cafeteria (all schools)			Expires 7/2021	3/2021				
Public Relations & Community Outreach), CH (Bibbiani), ES (Seidman), DR (V	Wegalarz/TBD)	•				
Technology		(Englert), ES (Seidman), DR (TBD)						
School Calendar		els), CH (Englert), ES (McCluskey),						
LEARN Joint BOE representative(s)		n), CH(Bernardoni), ES(TBD), DR(TBI						
School Security Advisory Committee		(Greenberg-Ellis, Bibbiani), DR(TBD),						
Tuition Committee		(TBD), DR (Morrissey), ES (McClusk						
RFP Transportation Bid Review		n), CH (Englert), DR (TBD), ES (Seidn						
RFP Legal Bid Review Joint BOE Insurance Committee		aniels), CH (Scherber), DR (Dickson), CH (Bernardoni), DR (Lewis), ES (Seid						
Joint BOE insurance Committee	K4(Ciyillas), C	CH (Bernardoni), DK (Lewis), ES (Seid	IIIaii)					
Individual BOE Ad Hoc Committee Chester BOE Facilities	s (ad hoc comm	hittees meet for a designated period Englert	or as needed)					
PTO		Smith						
CATV Advisory Council (Cable TV)		For Discussion						
Deep River BOE		101 Discussion						
Facilities		Morrissey/Ferretti						
PTO		-						
School Improvement Team		rotating TBD						
CATV Advisory Council (Cable TV)		TBD						
Essex BOE		IBD						
Building		Seidman						
PTO								
School Improvement Team		Rotating TBD						
Essex Foundation		McCluskey / TBD						
Communications		-						
		Rotating TBD						
CATV Advisory Council (Cable TV)		IBD						
Region 4 BOE		Contract	lumation T.	vitiata pagatistiana				
Personnel & Negotiations		<u>Contract c</u>		nitiate negotiations				
R4 Secretaries/Nurses			es 7/2021	3/2021				
R4 Custodians		-	es 7/2021	3/2021				
R4 Audit & Finance		TBD/TBD						
School Improvement Team		TBD/TBD/TBD						
R4 Grounds and Buildings Maintenance and Overs	ight Committee	Sandmann/TBD/TBD						
JWMS Security Project Building Committee		Daniels						
R4 Educational Foundation		TBD						
Region 4 Extra compensation points committee		Clark (only 1 rep needed)						
R4 Long Range Athletic Facilities Planning Task F	orce	Clymas/Daniels						
R4 Safety		TBD						
R4 Advisory Council (PTO)		For Discussion						
R4 Facilities Study Committee		TBD						

ESSEX BOARD OF EDUCATION

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

WHO WE ARE:

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

Loretta McCluskey, Secretary	2023	Cassandra Sweet 202	25	Lon Seidman, Chair	2021
Nancy Johnston(appt. to fill vacancy until Nov. '21) (for term endi		Mark Watson (appt. to fill vacancy until Nov. '21) 20 (for term ending 20		Vacancy	2021

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

We are assisted in the meeting by our school administration: **Brian J. White**, Superintendent of Schools, Region 4 Vacancy, Assistant Superintendent

Jennifer Tousignant, Principal Bob Grissom, Finance Director

HOW YOU CAN CONTRIBUTE AND PARTICIPATE:

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

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

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

REGULAR MEETINGS:

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

(<u>www.reg4.k12.ct.us</u>).

EXECUTIVE SESSION:

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

SPECIAL MEETINGS:

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

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

ESSEX ELEMENTARY SCHOOL BOARD OF EDUCATION REGULAR MEETING REMOTE MEETING THURSDAY, MARCH 11, 2021 7:00pm

F.O.I. Compliance – Subject to BOE approval at a future meeting

(To view a recording of this meeting, please visit our website <u>www.reg4.k12.ct.us</u> and select "Remote Meeting Recordings" under the BOARD OF EDUCATION Heading)

CALL TO ORDER

Mr. Seidman called the meeting to order at 7:02pm.

VERBAL ROLL CALL FOR BOE MEMBERS

Attendance: Essex BOE Lon Seidman

Loretta McCluskey Nancy Johnston Cassandra Sweet Mark Watson Administration: Brian White Sarah Smalley Bob Grissom Jennifer Tousignant

Absent:

CONSENT AGENDA

Upon a motion duly made by Loretta McCluskey seconded by Nancy Johnston the Essex Board of Education unanimously **VOTED** to approve the minutes from the regular meeting on January 14, 2021regular meeting and the Minutes from the January 26, 2021 and February 11, 2021 Budget workshop as well as the Accounts Payable report. **Amendments:**

Nancy Johnston was present at the February 11, 2021 meeting.

PUBLIC COMMENT

No Comment

REPORTS and OTHER ITEMS:

Superintendent's Report

District Update

Mr. White gave a brief report. Teachers are being vaccinated. The climate of our schools is positive. The CIAC released guidance for spring sports.

Information and Communication

No additional update.

Finance Office Report

Current Year to Date Financial Status Update

Mr. Grissom gave an update on the financial reports. Expenses are at 63.15%. At this time, all expenses will be covered in the budget. There is an out of district expense and a boiler repair that is expected. There was a discussion of how the boiler will be paid for. Mr. Grissom will keep the Board apprised of any changes.

Cafeteria Fund Update

Mr. Grissom gave a brief update on the cafeteria reporting. This is trending well. There is no deficit. The new account practice is working well and will continue to be assessed.

Medical Reserve Tracking

Favorable results in the Medical Reserve account. Claim activity is expected to return to prior levels.

Discussion and Possible VOTE to Approve the Transfer of Funds as Presented

Mr. Grissom discussed the transfer.

Upon a motion made by Loretta McCluskey and seconded by Nancy Johnston the Essex Elementary Board of Education unanimously **VOTED** to approve the transfer of funds as presented in Enclosure #8 (see attached).

Presentation of Proposed Essex Elementary 2021-22 Budget

Mr. White gave a high level overview of the budget.

Possible VOTE to approve Essex Elementary 2020-21 budget in the amount of \$7,861,407 to be presented to the Town of Essex.

Upon a motion made by Nancy Johnston and seconded by Loretta McCluskey the Essex Elementary Board of Education unanimously **VOTED** to approve the Essex Elementary 2021-22 budget in the amount of \$7,861,407.

This will be presented to the Board of Finance meeting on the March 30th. This date will be confirmed.

Principal's Update

No report given.

Committee Reports

The Legal RFP Committee and Insurance Committee will begin. Committee meetings will begin possibly in the spring to begin the work before the summer begins.

Supervision District: The budget has passed.

Other Committee Reports LEARN Committee Report No report at this time.

Discussion regarding and Pending Policies None Pending.

PUBLIC COMMENT

No Comment

FUTURE AGENDA ITEMS

- 7.1 Present Proposed Essex BOE 2021-22 Budget to Essex BOF/BOS March 30, 2021 at 7:00pm.
- 7.2 Joint BOE Meeting Regular Meeting is April 1, 2021 @ 7:00pm
- 7.3 Present Proposed EES BOE 2021-22 budget Apr 22, 2021-Public Hearing @7:30pm.
- 7.4 Essex Town Budget Vote May 10, 2021 @ 7:30pm.
- 7.5 Essex BOE Regular Meeting is May 13, 2021 @ 7:00pm

ADJOURNMENT

On motion duly made and seconded the Board unanimously **VOTED** to adjourn at 7:52p.m.

Respectfully Submitted,

Kelley Frazier, Secretary

Encl #2								BOE styler erp solution	S.
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BOE_

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										BOE Contraction Service Solution
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09012	00/1/2021	2	6 CHECH	XS	CASH ACCOUNT	TOTAL	423,652.60	.00		

Object	Description	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021
-		Original Budget	Transfers	Revised	Actual	Encumbrances	Available
				Budget	Expense YTD		
OBJECT 100	- SALARIES:						
TOTAL SALARI	ES	4,548,807	(126,627)	4,422,180	3,639,054	775,667	7,459
	- EMPLOYEE BENEFITS:						
TOTAL EMPLO		1,765,568	(21,919)	1,743,649	1,581,207	127,421	35,021
		1,705,500	(21,313)	1,7+3,0+3	1,001,207	127,721	33,021
OBJECT 300	- PURCHASED & TECHNICAL SERVICES:				-		
TOTAL PURCH	IASED & TECHNICAL SERVICES	158,457	(3,995)	154,462	112,118	26,044	16,300
	- PURCHASED PROPERTY SERVICES:						
TOTAL PURCH		430,334	(9,482)	420,852	261,621	159,902	(672)
	- OTHER PURCHASED SERVICES:						
	PURCHASED SERVICES	580,464	162,336	742,800	568,254	163,669	10,877
		000,101	102,000	7 12,000	000,201	100,000	10,011
OBJECT 600	- SUPPLIES:						
TOTAL SUPPLI	ES	216,418	-	216,418	156,852	17,904	41,662
	- PROPERTY:		(2.1.2)				
TOTAL PROPE	RTY	3,170	(313)	2,857	1,138	839	879
OBJECT 800	- OTHER OBJECTS:						
TOTAL OTHER		5,214	-	5,214	4,789	127	298
		7 709 400		7 709 400	6 335 033	4 074 574	444 925
	SUBTOTAL	<u> </u>		7,708,432	6,325,033	<u> </u>	<u>111,825</u>

Object	Description	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021
		Original	Transfers	Revised	Actual	Encumbrances	Available
		Budget		Budget	Expense YTD		
DBJECT 100 - 3	SALARIES:						
5111	Administration	152,227	-	152,227	136,203	17,565	(1,541)
5113	Teachers' Salaries	1,911,645	(87,651)	1,823,994	1,338,115	484,567	1,313
5114	Secretary Salaries	157,861	(13,659)	144,202	122,141	22,061	0
5115	Custodial Salaries	221,326	11,200	232,526	203,772	38,669	(9,915)
5116	Nurse Salary	53,534	-	53,534	40,471	14,144	(1,081)
5118	Food Service Dir/Bookkeeper/Cafeteria Salaries	80,172	-	80,172	63,800	12,888	3,484
5119	Para Educators	437,828	-	437,828	365,929	66,057	5,842
5123	Substitute Teachers	45,000	(30,000)	15,000	36,253	-	(21,253)
5124	Substitute Secretary/Para-Educators	8,000	-	8,000	3,048	-	4,952
5125	Sub Custodians	5,000	-	5,000	1,497	-	3,503
5126	Summer Part Time Custodian Salary	12,000	-	12,000	5,430	-	6,570
5133	Coaches/Extra-Curricular	21,420	(6,517)	14,903	2,124	-	12,780
5134	Secretary OT	1,700	-	1,700	300	-	1,400
5135	Custodian OT	4,500	-	4,500	405	-	4,095
5138	Cafeteria OT	-	-	-	2,691	-	(2,691)
5198	Supervision District Salary	1,436,594	-	1,436,594	1,316,878	119,716	-
OTAL SALARIES		4,548,807	(126,627)	4,422,180	3,639,054	775,667	7,459
DBJECT 200 -	EMPLOYEE BENEFITS:				-		
5210	Health Insurance	1,023,115	-	1,023,115	937,860	85,255	-
5210	Appropriation: Health Insurance Reserve Fund	33,524	-	33,524	33,524	-	-
5214	Life Insurance	5,486	-	5,486	3,225	37	2,224
5222	MERF	-	-	-	9,969	567	(10,536)
5223	FICA/Medicare	101,930	-	101,930	78,030	376	23,524
5250	Unemployment Compensation	30,000	(15,000)	15,000	956	4,044	10,000
5260	Worker's Compensation	30,871	-	30,871	28,555	-	2,316
5290	Other Employee Benefits	79,109	(6,919)	72,190	72,190	-	-
5291	Annuities	15,829	-	15,829	8,335	-	7,494
5298	Supervision District Fringe Benefits	445,704	-	445,704	408,562	37,142	-
OTAL EMPLOYE		1,765,568	(21,919)	1,743,649	1,581,207	127,421	35,021

Object	Description	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021
		Original	Transfers	Revised	Actual	Encumbrances	Available
		Budget		Budget	Expense YTD		
BJECT 300	- PURCHASED & TECHNICAL SERVICES:						
5322	Professional Development Programs	7,000	(2,820)	4,180	-	-	4,180
5330	Other Professional Services				-		
530	Sound Equipment Services	850		850	-	-	850
	Special Education	24,800			-		1,520
				24,800	23,280		
	Health	1,175	(1,175)	-	-	-	-
	Physical Therapy	18,669	-	18,669	8,101	10,568	-
	Testing & Therapy	10,000	-	10,000	4,000	-	6,000
	Other Services	31,500	-	31,500	17,645	10,105	3,750
	TOTAL OTHER PROF SERVICES	86,994	(1,175)	85,819	53,027	20,672	12,120
5398	Supervision District Purchased Svcs	64,463		64,463	59,091	5,372	-
TOTAL PURCH	IASED & TECHNICAL SERVICES	158,457	(3,995)	154,462	112,118	26,044	16,300
		, -	(- / -	, -	- , -	-,
DBJECT 400	- PURCHASED PROPERTY SERVICES:				-		
5411	Water	9,100	-	9,100	5,925	2,675	500
5412	Electricity	70,000	(7,641)	62,359	41,596	20,763	-
					_		
5430	Repairs & Maintenance				_		
	Art	300	(169)	131	-	-	131
	Music	1,949	-	1,949	1,425	521	3
	Computer Education	9,000	-	9,000	3,931	800	4,269
	Special Education	3,850	-	3,850	3,350	-	500
	Health	85	-	85	75	-	10
	Audio/Visual	500	169	669	669	-	-
	Contracts	800	-	800	763		37
	Plant Operations Repairs	211,950	-	211,950	176,061	44,281	(8,392)
	Security	540	-	540	-	-	540
	Cafeteria	3,000	(1,841)	1,159	-	-	1,159
	TOTAL REPAIRS & MAINTENANCE	231,974	(1,841)	230,133	186,273	45,602	(1,742)
- 140		444 505			00.740	00.040	F70
5440	Leases	111,505	-	111,505	20,719	90,216	570
5498	Supervision District Purchased Property Services	7,755	(0. (0-)	7,755	7,109	646	-
IOTAL PURCH	IASED PROPERTY SERVICES	430,334	(9,482)	420,852	261,621	159,902	(672)

Object	Description	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021
		Original	Transfers	Revised	Actual	Encumbrances	Available
		Budget		Budget	Expense YTD		
BJECT 500	- OTHER PURCHASED SERVICES:						
511	Out-of-District Transportation	106,839	-	106,839	61,081	30,994	14,765
515	Field Trips & School Events	2,498	(2,498)	-	-	-	-
520	Comprehensive Insurance	25,485	552	26,037	26,037	-	-
530	Communications	6,828	-	6,828	4,011	2,189	628
540	Advertising	200	(200)	-	-	-	-
561	Out-of-District Tuition	208,553	165,034	373,587	281,816	107,657	(15,886)
5611	Excess Cost Reimbursement	(48,000)	-	(48,000)			5,886
580	Travel & Conferences	9,500	(552)	8,948	3,014	450	5,484
598	Supervision District Other Purchased Services	268,561	-	268,561	246,181	22,380	-
OTAL OTHER	PURCHASED SERVICES	580,464	162,336	742,800	568,254	163,669	10,877
	- SUPPLIES:						
5610	General Supplies						
	Computer Education	7,000	-	7,000	953	-	6,047
	Health	1,400	-	1,400	1,081	126	193
	Office Supplies	10,000	-	10,000	3,316	1,133	5,551
	TOTAL INSTRUCTIONAL SUPPLIES	18,400	-	18,400	5,349	1,259	11,792
5611	Instructional Supplies						
	Art	5,400	-	5,400	5,336	59	5
	Language Arts	7,092	-	7,092	5,612		1,480
	Foreign Language (FLES)	480	-	480	-	162	318
	Kindergarten	1,172	-	1,172	1,141	-	31
	Mathematics	4,606	-	4,606	2,497	-	2,109
	Music	1,116	-	1,116	1,084	29	3
	Physical Education	500	-	500	498	-	2
	Reading	2,157	-	2,157	2,081	75	1
	Science	4,000	-	4,000	733	272	2,995
	Social Studies	3,000	-	3,000	1,223	-	1,777
	Testing	2,955	-	2,955	2,569	386	0
	Enrichment Projects	3,688	-	3,688	-	-	3,688
	Special Education	1,731	-	1,731	1,186	-	545
	Library	492	-	492	487	-	5
	Audio Visual	7,113	-	7,113	5,426	1,687	-
	TOTAL INSTRUCTIONAL SUPPLIES	45,502	-	45,502	29,873	2,671	12,958

Object	Description	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021
		Original	Transfers	Revised	Actual	Encumbrances	Available
		Budget		Budget	Expense YTD		
5613	Operations Maintenance Supplies	19,000	-	19,000	12,135	5,611	1,253
5624	Heating Fuel Natural Gas	34,000	-	34,000	30,620	3,380	-
5625	Gasoline	50	-	50	50	-	-
5629	General Instructional Supplies	19,594	-	19,594	17,392	1,994	208
5641	Instructional Materials						
	Language Arts	1,554	-	1,554	224	370	960
	Foreign Language (FLES)	328	-	328	135	-	193
	Kindergarten	957	-	957	927	-	30
	Mathematics	6,100	-	6,100		-	55
	Music	3,031	-	3,031	2,893	-	138
	Reading	11,300	-	11,300	11,251	46	3
	Science	4,000	-	4,000	468	93	3,439
	Social Studies	500	-	500	-	-	500
	Computer Education	7,253	-	7,253	1,992	-	5,261
	Study Skill Program	1,678	-	1,678	1,208	-	470
	Enrichment Projects	1,750	-	1,750	748	-	1,002
	Special Education	5,300	-	5,300	2,366	100	2,834
	Guidance	920	-	920	360	-	560
	Library	6,640	-	6,640	6,634	-	6
	TOTAL INSTRUCTIONAL MATERIALS	51,311	-	51,311	35,251	609	15,451
5698	Supervision District Supplies	28,561		28,561	26,181	2,380	-
TOTAL SUPPLIES		216,418	-	216,418	156,852	17,904	41,662
OBJECT 700 - PR	POPERTY:				-		
5730	Equipment	3,170	(313)	2,857	1,138	839	879
5798	Supervision District Equipment	-	-	-	-	-	-
TOTAL PROPERTY		3,170	(313)	2,857	1,138	839	879
OBJECT 800 - OT					-		
5810	Dues & Fees				-		
3010	Board of Education	3,000	-	3,000	2,777	-	223
	School Dues & Fees	<u>3,000</u> 689	-	689	614	-	75
	TOTAL DUES & FEES	3,689	-	3,689	3,391	-	298
5898	Supervision District Other Objects	1,525	-	1,525	1,398	127	-
TOTAL OTHER OBJE		5,214	-	5,214	4,789	127	298
	SUBTOTAL	7,708,432		7,708,432	6,325,033	1,271,574	111.825

Encl #4 Essex Cafeteria Expense and Revenue Tracking Essex 2020-2021

#4	Loser caleteria Expense and Nev	line i	acking	Б																
" '	Essex 2020-2021		July		August	Sept	Oct	Nov	Dec	Jan	Feb	Mar		Apr		May		June		Total
	Eligible Students - Free		327		327	46	42	42	43	45	45	48								965
	Eligible - Reduced		0		0	16	16	16	16	16	16	18								114
	Eligible - Full Pay		0		0	245	251	250	252	247	249	248								1,742
	Total Enrollment		327		327	307	309	308	311	308	310	314		0		(0		0	2,821
	Breakfast - Free meals served		760		398	109	412	670	599	609	504	864								4,925
	Breakfast - Reduced meals served		0		0	0	0	0	0	0	0	0								0
	Breakfast - Full Pay meals served		0		0	0	0	0	0	0	0	0								0
	Lunch - Free meals served		760		398	345	1,732	902	1,597	2,175	1,840	2,934								12,683
	Lunch- Reduced meals served		0		0	0	0	0	0	0	0	0								0
	Lunch - Full Pay meals served		0		0	0	0	0	0	0	0	0								0
object			1,520		796	454	2,144	1,572	2,196	2,784	2,344	3,798		0		(0		0	17,608
4090	Miscelleaneous Income	\$	-	\$	-	\$ 17	-	\$ -	\$ -	\$ -	\$ -	\$ 183							\$	200
4160	Café Lunch Cash Sales	\$	(26)	\$	64	\$ 1,065	\$ 248	\$ 30	\$ -	\$ 70	\$ 79	\$ 633							\$	2,162
4360	State & Fed Grants - Claims breakfast	\$	1,436	\$	752	\$ 206	\$ 779	\$ 1,266	\$ 1,132	\$ 1,151	\$ 953	\$ 1,633							\$	9,308
4360	State & Fed Grants - Claims lunch	\$	2,668	\$	1,397	\$ 1,211	\$ 6,079	\$ 3,166	\$ 5,605	\$ 7,634	\$ 6,458	\$ 10,298							\$	44,517
4360	State & Fed Grants - 6 Cent	\$	53	\$	28	\$ 24	\$ 121	\$ 63	\$ 112	\$ 152	\$ 129	\$ 205							\$	888
4360	State & Fed Grants - Healthy Foods	\$	-	\$	-	\$ -	\$	2,382					\$	2,382						
4360	State & Fed Grants - CN State Match	\$	-	\$	-	\$ -	\$	-					\$	-						
4360	State & Fed Grants - State School Breakfast	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -	\$ 2,715	\$ -	\$ -	\$	-					\$	2,715
4361	USDA commodities	\$	-	\$	-	\$ -	\$	-					\$	-						
4890	Transfer In	\$	-	\$	-	\$ -	\$	-					\$	-						
	Total Revenue	\$	4,131	\$	2,241	\$ 2,523	\$ 7,227	\$ 4,525	\$ 6,849	\$ 11,723	\$ 7,618	\$ 12,952	\$	2,382	\$	-	\$	-	\$	62,172
5111	Administrator Salary																		\$	-
5114	Secretary Salary																		\$	-
5118	Food Service Salary																		\$	-
5124	Sub Secty\ Café																		\$	-
5138	OT Cafeteria Salary																		\$	-
	Total Salaries	0 \$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-						
5210	Health Insurance																		\$	-
5214	Life Insurance																		\$	-
5222	MERF																		\$	-
5223	Fica/Medicare																		\$	-
	Total Benefits	0 \$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-						
	Total Salary & Benefit Cost	0 \$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-						
5430	Repairs & Maintenance	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 265							\$	265
5600	All - Supplies / Energy	\$	-	\$	-	\$ 341	\$ 981	\$ 768	\$ 783	\$ 928	\$ 403	\$ 982							\$	5,186
5601	USDA Donations	\$	-	\$	-	\$ -							\$	-						
5610	General Supplies	\$	2,360	\$	1,665	\$ 1,006	\$ 3,844	\$ 1,760	\$ 3,650	\$ 4,736	\$ 3,019	\$ 4,891							\$	26,932
5800	All - Other Misc. Expense	\$	77	\$	-	\$ 2	\$ 394	\$ 68	\$ -	\$ -	\$ 75	\$ 81							\$	696
5890	Other Objects	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								\$	-
	Total Product Cost	\$	2,437	\$	1,665	\$ 1,349	\$ 5,219	\$ 2,596	\$ 4,433	\$ 5,664	\$ 3,498	\$ 6,219	\$	-	\$	-	\$	-	\$	33,079
	Total Product, Salary & Benefit Costs	\$	2,437	\$	1,665	\$ 1,349	\$ 5,219	\$ 2,596	\$ 4,433	\$ 5,664	\$ 3,498	\$ 6,219	\$	-	\$	-	\$	-	\$	33,079
	Profit (Loss)	\$	1,695	\$	576	\$ 1,174	\$ 2,008	\$ 1,930	\$ 2,416	\$ 6,058	\$ 4,121	\$ 6,734	\$	2,382	\$	-	\$	-	\$	29,094
	Operating Days		22		17	20	21	17	17	19	15	22								148
	Lunch Participation		10.6%		7.2%	5.6%	26.7%	17.2%	30.2%	37.2%	39.6%	42.5%	#L	DIV/0!	#D	OIV/0!	#I	DIV/0!		3.0%
	Breakfast Participation		10.6%		7.2%	1.8%	6.3%	12.8%	11.3%	10.4%	10.8%	12.5%	#L	DIV/0!	#D	OIV/0!	#I	DIV/0!		1.2%
	Meals Product Cst	\$	1.60	\$	2.09	\$ 2.97	\$ 2.43	\$ 1.65	\$ 2.02	\$ 2.03	\$ 1.49	\$ 1.64	#L	DIV/0!	#D	OIV/0!	#I	DIV/0!		
	Labor/Meal	\$	-	\$	-	\$ -	#I	DIV/0!	#D	OIV/0!	#I	DIV/0!								
		\$	1.60	\$	2.09	\$ 2.97	\$ 2.43	\$ 1.65	\$ 2.02	\$ 2.03	\$ 1.49	\$ 1.64	#I	DIV/0!	#D	OIV/0!	#I	DIV/0!		
	unpaid lunch balances - monthly value					\$ (337)	\$ (312)		\$ (278)											
	lunch account balances- monthly value					\$ 5,871	\$ 6,443		\$ 6,576											
	Month End Checking Account Balance	\$	669	\$	12,353	\$ 15,925	\$ 17,669	\$ 14,252	\$ 18,636	\$ 18,768	\$ 22,747									

Encl	#5	

Region 4

Medical Reserve Tracking 2020-2021

Expenses	July	August	September	October	November	December	January	February	March	April	May	June	Total
First Week	66,826	86,057	67,443	95,622	80,670	88,607	122,692	47,517	128,734	103,654			887,822
2nd Week	322,925	218,030	143,857	242,838	123,158	137,495	44,061	351,315	205,806	142,926			1,932,411
3rd Week	74,341	74,247	80,233	39,791	93,929	104,250	28,480	92,017	81,728	73,670			742,687
4th Week	32,710	94,033	119,007	76,994	77,797	64,589	32,899	42,474	105,809	72,719			719,031
5th week		26,432			75,953				77,010				179,395
H S A Payments	220,490	29,429	125,152	33,405	30,855	30,885	119,458	33,658	34,883	39,497			697,713
Medicare Supp.	9,076	110	12,538	14,179	9,076	9,260		18,519	9,260	9,260			91,278
Miscellaneous exp	1,527			10,000				10,000					21,527
Total Expenses	727,894	528,338	548,230	512,830	491,439	435,086	347,590	595,500	643,230	441,726	-	-	5,271,864
Monthly Revenue	July	August	Sept.	October	Nov.	Dec.	January	February	March	April	May	June	Total
Supv Dist.	103,364	103,364	103,364	103,364	103,364	103,364	143,745	103,364	103,363	103,363	103,374	103,375	1,280,768
Reg 4	329,834	238,405	238,405	238,405	238,405	238,405	238,405	238,405	238,405	238,405	238,405	238,405	2,952,289
Chest. BOE	76,790	57,389	57,389	57,389	57,389	57,389	57,389	57,389	57,389	57,389	57,389	57,389	708,069
Deep River BOE	54,392	54,392	54,392	54,392	54,392	54,392	74,963	54,392	54,392	54,392	54,392	54,392	673,275
Essex BOE	118,784	85,260	85,260	85,260	85,260	85,260	85,260	85,260	85,260	85,260	85,260	85,260	1,056,644
First Pay EE	679		51,794	62,314	61,417	61,786	61,272	60,504	59,998	60,547	67,600	67,600	615,510
Second Pay EE			62,380	62,563	60,935	62,909	61,192	60,857	60,087	60,055	67,600	67,600	626,179
TRB	12,274			14,474			10,734			9,414			46,896
Retirees	58,363	19,741	23,169	40,124	32,533	32,594	31,846	22,102	22,945	35,980			319,394
Other Rev.								10					10
													-
Total Revenue	754,480	558,551	676,153	718,285	693,695	696,099	764,806	682,283	681,838	704,804	674,020	674,021	8,279,035
Net Rev/Exp/Month	26,586	30,213	127,923	205,455	202,255	261,013	417,215	86,783	38,608				l
Self Insured cash													
balance at month end	\$ 1,104,855	\$ 1,002,128	\$ 1,250,117	\$ 1,499,597	\$ 1,911,328	\$ 2,060,672	\$ 2,438,081	2,751,311					
										•	•	Revenue Expenses Net Position	8,279,035 5,271,864 3,007,171

Health Savings Account Policy

CGS 10-183 (T) requires that retired/certified employees be given the opportunity to purchase the Health insurance of the last employing BOE at the group rate.

This document is a working projection of medical revenue and expenses as a tool for projecting the District's

fiscal position.

5,271,864

8,279,035

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

Page 1 of 3

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

THIS COLLABORATIVE PRESCHOOL PROGRAM AGREEMENT, ("Agreement") is entered into on $\underline{Fe.h.13}$, 2008 by and among the undersigned boards of education of Chester, Deep River, Essex (collectively, the "Boards), and the Regional Supervision District Committee.

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

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

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

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

AGREEMENT CONCERNING THE ESTABLISHMENT AND OPERATION OF A COLLABORATIVE PRESCHOOL PROGRAM Page 2 of 3

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

AGREEMENT CONCERNING THE ESTABLISHMENT AND OPERATION OF A COLLABORATIVE PRESCHOOL PROGRAM Page 3 of 3

IN WITNESS WHEREOF, the parties hereto have authorized their designated representatives to set their hand this $13\frac{4}{5}$ day of <u>February</u>, 2008.

Chester Board of Education

inela M. Christman Derson Pamela Christman Chairperson

Deep River Board of Education

<Chairperson Lori Lenz

Essex Board of Education

Chairperson Lon Seidman

Regional Supervision District Committee Juna Terry Stewart

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ESSEX BOARD OF EDUCATION

ESSEX, CONNECTICUT

DAY CARE PROGRAM SERVICES AGREEMENT

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

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

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

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

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

1. SERVICES TO BE ADMINISTERED -

a. The Contractor shall completely administer, manage and operate day care services program that is located in the cafeteria and other rooms as determined by the Principal of the Essex Elementary School, 108 Main St. Centerbrook, CT 06409 (the "Day Care Program").

b. The Day Care Program consists of the following session, which will be completely administered, managed and operated by the Contractor:

After School Session.

2. ENROLLMENT FEE –

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

Encl #7

Fee Day Care Program Session

\$13.00/day After School Session

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

b. The Contractor may increase such monthly enrollment fees only after obtaining the prior written consent of the Board. The Contractor shall be responsible for collecting the monthly enrollment fees from the parent/guardian of each child enrolled in the Day Care Program. The Board shall have no liability to the Contractor with respect to uncollected enrollment fees. The Contractor and the Board shall instruct payors of such monthly enrollment fees to make enrollment fee payments directly to, and in the name of, the Contractor.

3. ENROLLMENT FEE POLICY – The enrollment fee policy (the "Enrollment Fee Policy") submitted by the Contractor with its accepted proposal submission, as amended to reflect the fee schedule provisions of Section 2 (a) of this Agreement, is hereby incorporated into this Agreement. The Contractor may amend the Enrollment Fee Policy only after obtaining the prior written consent of the Board.

HOURS OF OPERATION –

a. AFTER SCHOOL SESSION. In administering, managing and operating the After School Session of the Day Care Program, the Contractor shall provide day care services on Monday through Friday each week from 3:00 p.m. until 6:00 p.m. On school half-days, the hours of service will be from 1:00 p.m. until 6:00 p.m. On half-days prior to a holiday, the hours of operation may be adjusted by the Essex Elementary School principal to coincide with the closing of school. Day care services may be cancelled on early dismissal days that are caused by inclement weather, which are determined in the sole discretion of the Superintendent of Schools.

5. USE OF PREMISES – The Contractor shall provide the day care services in the Cafeteria and other rooms approved by the building Principal of the Essex Elementary School (the "Premises"). Such Premises are to be used by the Contractor for the sole purpose of providing day-care services at the times and days listed above, and for no other purpose. The Premises will not be available to the Contractor during school vacations, holidays or on any other day when school is cancelled due to snow, ice or other emergencies. The Board shall be responsible for providing an alternate location in the event that the Premises are not available for or are, as determined in the sole discretion of the Board, not suitable for the provision of day care services.

6. CONDITIONS OF OPERATION -- The Contractor agrees to meet with the Essex Elementary School principal in August of every school year in which the

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

7. TERM – The term of this Agreement shall begin upon execution of this Agreement and end on the last scheduled day of school for the 2010-2011 school year, provided however, that the Agreement may be renewed on a one-year basis in the Board's sole discretion.

8. MANAGEMENT SERVICE FEE – In consideration for administering, managing and operating the Day Care Program, the Contractor shall be entitled to retain all of the monthly enrollment fees collected with respect to the Day Care Program, less costs incurred by the Board over and above normal operating costs, including but not limited to additional costs incurred by the Board in order to staff the Day Care Program in cases of emergency.

9. ACCOUNTING – For each month in which the Contractor provides services to the Board pursuant to this Agreement, the Contractor shall, within fifteen days of the end of each of such months, provide to the Board a written accounting indicating (i) the number of children enrolled in the Day Care Program for that month, (ii) the enrollment fees collected during that month with respect to each session, and (iii) any refunds, adjustments or credits made or paid out during that month with respect to each session.

10. CUSTODIAL SERVICES AND UTLITIES – The Board, at its expense, will provide to the Contractor normal custodial services, heat, electricity and other utilities (other than telephone service) with respect to the Premises. The Contractor shall keep the premises clean and in good operating order. The Contractor shall be responsible, at its expense, for any additional costs incurred by the Board for cleanings and maintenance duties above the costs associated with providing normal custodial services. The Contractor shall maintain its own telephone and telephone service at no expense to the Board.

11. EXPENSES OTHER THAN CUSTODIAL SERVICES AND UTILITIES Except as otherwise provided for herein, the Contractor shall be responsible for all expenses incurred in the provision of services pursuant to this Agreement. The Contractor may not seek reimbursement for such expenses from the Board.

12. INSURANCE – The Contractor shall provide a Certificate of Comprehensive Liability Insurance in an amount not less than \$1,000,000, naming the Essex Board of Education, Main St., Centerbrook, CT 06409, as an additional insured. Evidence of Workers' Compensation insurance must be provided in advance.

13. CERTIFICATION – The Contractor shall provide evidence of Day-Care Certification issued by the State of Connecticut, prior to the commencement of this

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

14. COMPLIANCE WITH LAWS - The Contractor shall comply with all applicable federal, state and local laws, including licensing requirements, in his, her or its provision of services pursuant to this Agreement.

15. CONTRACT TERMINATION – This Agreement shall expire by its own terms on the day following the last day of school for the 2010-2011 school year, and may be terminated by either the Contractor or the Board immediately for cause, or upon thirty (30) days written notice with or without cause. Failure to make any payment required hereunder within five (5) calendar days from its due date shall be cause for termination.

16. NON-DISCRIMINATION – The Contractor affirms that it is an equal opportunity employer and neither the Board nor the Contractor will engage in any unlawful form of discrimination in the performance of services pursuant to this Agreement.

17. BOOKS AND RECORDS – The Board and its representatives shall be entitled, upon reasonable notice, to examine the books and records of the Contractor with respect to the provision of day care services pursuant to this Agreement, during normal business hours at the Contractor's principal place of business.

18. INDEMNIFICATION – The Contractor agrees to hold harmless, indemnify and defend the Board and its respective members, directors, officers, administrators, employees and agents (each, a "Board Indemnitee") from and against any and all damages, losses, costs, expenses, fees (including reasonable attorneys' fees), penalties and fines (each a "Loss" and, collectively, the "Losses") paid or incurred by a Board Indemnitee as a result of or arising from: (i) a breach of this Agreement by Contractor or its agents, representatives, employees or contractors; (ii) the enforcement of this indemnity; except to the extent that such Loss or Losses is attributable to the gross negligence or willful misconduct of a Board Indemnitee; or (iii) the negligence, gross negligence or willful misconduct of the Contractor or its agents, representatives, employees or contractors. The Board agrees to hold harmless, indemnify and defend the Contractor from and against any Losses paid or incurred by the Contractor as a result of, or arising from, a breach of this Agreement by the Board. The parties' obligations under this Section shall survive the expiration or termination of this Agreement.

19. GOVERNING LAW - This Agreement will be construed and governed in accordance with the laws (other than the rules with respect to conflict of laws) of the

State of Connecticut.

20. AMENDMENT - This Agreement may not be waived, amended or superseded except by an instrument in writing duly executed by each of the parties hereto.

21. ASSIGNMENT/BINDING EFFECT - Except as otherwise expressly provided herein, neither this Agreement nor any right or interest hereunder may be assigned, in whole or in part, by any party without the prior written consent of the other party. This Agreement shall be binding upon the respective successors and permitted assigns of the parties hereto and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

22. INVALIDITY - In case any term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms and provisions of this Agreement or the application of such terms or provisions to parties or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not in any way be affected or impaired thereby.

23. TITLES FOR CONVENIENCE - The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

24. COUNTERPARTS - This Agreement may be executed in counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement, and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart.

25. ORAL AGREEMENTS - This Agreement, and the Contractor's accepted proposal documents, constitute the entire understanding of the parties concerning the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements among the parties.

26. WAIVER - The failure of any party to enforce any provision of this Agreement shall not constitute a waiver by either party of any such provision. The past waiver of a provision by any party shall not constitute a course of conduct or a waiver in the future of the same provision.

27. PRIVACY - The Contractor will not publish or release any personal or demographic information about, or any photograph of a child without obtaining a release from the parents or guardians of such child in a form reasonably satisfactory to the Board.

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

ESSEX BOARD OF EDUCATION

8/10 9 Date:

By: Ruth Levy Ed.D.

Superintendent of Schools

and the tot By: YMCA

(2 2000 Date:

Valley-Shore YMCA

We build strong kids, strong families, strong communities

September 16, 2010

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

Ms. Bryan,

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

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

Sincerel

Enc

Richard Ward Executive Program Director

201 Spencer Plains Road, Westbrook, CT 06498 * (860) 399-9622 * vsymca@vsymca.org

Valley-Shore YMCA

We build strong kids, strong families, strong communities

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Valley-Shore YMCA Contact Information

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

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

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

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

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

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