

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

BOARD OF EDUCATION
MEETING NOTICE

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NEW MILFORD, CT
2021 SEP 17 A 9:25

NEW MILFORD, CT

DATE:	September 21, 2021
TIME:	7:00 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. RECOGNITION

A. NMPS Teacher of the Year for 2021-22: Mrs. Lisa Montemurro

3. 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.

4. PTO REPORT

5. STUDENT REPRESENTATIVES' REPORT

6. APPROVAL OF MINUTES

- A. Approval of the following Board of Education Meeting Minutes
 - 1. Regular Meeting August 17, 2021

7. SUPERINTENDENT'S REPORT

8. BOARD CHAIRMAN'S REPORT

9. DISCUSSION AND POSSIBLE ACTION

- A. Policies for Approval
 - 1. 1325 Advertising and Promotion
 - 2. 3240 Tuition Fees
 - 3. 3260 Sales & Disposal of Books, Equipment & Supplies
- B. Policies Recommended for Revision and Approval at Initial Board Presentation in accordance with Board Bylaw 9311
 - 1. 1900/4900/5900/6900 Wearing Masks and Face Coverings During the COVID-19 Pandemic

- 2. 4300 COVID-19 Staff Vaccination Policy (Revised)
- 3. 6141.6 Weighted Grading for Advanced High School Courses
- C. Five-Year Curriculum Plan (2021-2026)
- D. SNIS Oil Tank Education Specs
- E. Tuition Rates for 2021-2022
- F. New Milford High School Graduation Date 2022
- G. Twin Lakes Contract for PowerSchool Support
- H. Myke Foo Media Contract

10. ITEMS FOR INFORMATION AND DISCUSSION

- A. Exhibit A: Personnel – Certified, Non-Certified Appointments, Resignations and Leaves of Absence dated September 21, 2021
- B. Monthly Reports
 - 1. Budget Position dated August 31, 2021
 - 2. Purchase Resolution: D-750 (Revised)
 - 3. Request for Budget Transfers
- C. Tuition Students
- D. Policy for First Review
 - A. 1212 School Volunteers
- E. Field Trip Report

11. ADJOURN

ITEMS OF INFORMATION

Policy Subcommittee Special Meeting Minutes - September 9, 2021
Committee on Learning Special Meeting Minutes - September 9, 2021
Facilities Subcommittee Meeting Minutes - September 14, 2021
Operations Subcommittee Meeting Minutes - September 14, 2021

**New Milford Board of Education
Regular Meeting Minutes
August 17, 2021
Sarah Noble Intermediate School Library Media Center**

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Present:	Mr. Joseph Failla Mr. Pete Helmus Mr. Brian McCauley Mrs. Tammy McInerney Mrs. Eileen Monaghan Mrs. Olga I. Rella
Absent:	Mrs. Wendy Faulenbach

Also Present:	Ms. Alisha DiCorpo, Superintendent of Schools Ms. Holly Hollander, Assistant Superintendent Mr. Anthony Giovannone, Director of Operations and Fiscal Services Mrs. Catherine Gabianelli, Human Resources Director Mrs. Laura Olson, Director of Pupil Personnel and Special Services Mr. Matthew Cunningham, Facilities Director Mr. Nestor Aparicio, Assistant Facilities Director Ms. Jamie Terry, Technology Director Mrs. Anne Bilko, Sarah Noble Intermediate School Principal Mrs. Gwen Gallagher, Northville Elementary School Principal Dr. Christopher Longo, Schaghticoke Middle School Principal Mr. Raymond Manka, New Milford High School Principal
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1. A.	Call to Order Pledge of Allegiance The regular meeting of the New Milford Board of Education was called to order at 7:00 p.m. by Mrs. McInerney. The Pledge of Allegiance immediately followed.	Call to Order A. Pledge of Allegiance
2.	Public Comment <ul style="list-style-type: none"> Mrs. McInerney said public comment typically is limited to three minutes per speaker, but since there are just a few people who signed up to speak she will extend the time to five minutes. Hilary Ram thanked all for everything they did last year in support of students. She asked that leadership listens to DPH and scientists. She supports the Governor's mandate for mask 	Public Comment <div style="text-align: right;"> RECEIVED TOWN CLERK 2021 AUG 19 A 8:03 </div>

NEW MILFORD, CT

	<p>wearing through September 30. She wants to keep students in school and says we should use all the tools at our disposal to help that, including mask wearing.</p> <ul style="list-style-type: none"> • Amy Photopoulos thanked everyone for their work towards a safe school opening for in person learning. She hopes universal masking will continue in school and buses, especially with no remote schooling option this year. The bottom line is safety for students and staff. She hopes practice, support and modeling of mask wearing is in the reopen plan. • Megan Byrd supports universal mask wearing in all public settings, especially with the rising numbers. She said there are bound to be exposures even with the mitigation strategies used. For students who need to be out of school, she is asking to have cameras on in the classrooms to view live instruction, not just asynchronous learning. • Daniella Tompos said she spoke at the last meeting about why planned in person strategies need to change. She feels it is about politics not what's best for student health. She said the screening testing survey was insulting. • Erica Cabrera said masking and social distancing are keeping kids from building natural immunity and that science should be included in the discussion. • Nannette Pelletier said CDC guidance should be followed as they are the experts doing the most research. 	
3.	<p>PTO Report</p> <ul style="list-style-type: none"> • Mrs. Pelletier, the new Townwide PTO President, said the PTO met in person last night outside and socially distanced for the first time in over a year. She said they are planning to provide breakfast to staff at each of the schools on the Convocation Day, August 23. There are no other plans in August due to rising COVID 	PTO Report

	<p>numbers. All are on hold until September for now.</p>	
<p>4.</p> <p>A.</p>	<p>Approval of Minutes</p> <p>Approval of the following Board of Education Meeting Minutes:</p> <p>1. Regular Meeting Minutes July 20, 2021</p> <p>Mr. McCauley moved to approve the following Board of Education Meeting Minutes: Regular Meeting Minutes July 20, 2021, seconded by Mrs. Rella.</p> <p>The motion passed unanimously.</p> <p>2. Special Meeting Minutes August 10, 2021</p> <p>Mrs. Rella moved to approve the following Board of Education Meeting Minutes: Special Meeting Minutes August 10, 2021, seconded by Mr. McCauley.</p> <p>The motion passed 5-0-1; Mrs. Monaghan abstained.</p>	<p>Approval of Minutes</p> <p>A. Approval of the following Board of Education Meeting Minutes:</p> <p>1. Regular Meeting Minutes July 20, 2021</p> <p>Motion made and passed unanimously to approve the following Board of Education Meeting Minutes: Regular Meeting Minutes July 20, 2021.</p> <p>2. Special Meeting Minutes August 10, 2021</p> <p>Motion made and passed to approve the following Board of Education Meeting Minutes: Special Meeting Minutes August 10, 2021.</p>
5.	<p>Superintendent's Report</p> <ul style="list-style-type: none"> Ms. DiCorpo thanked the PTO for all they do. She said they will be discussing a building use document related to COVID later in the agenda. Ms. DiCorpo thanked the Facilities staff for all their work to make the schools look beautiful for reopening. She thanked Mr. Aparicio especially for his leadership this summer as Interim Director. She welcomed new Director Matt Cunningham. She thanked the district Cabinet members for all their work this summer as well. New Teacher Orientation and the Administrator Retreat have been completed successfully. 	<p>Superintendent's Report</p>

	<ul style="list-style-type: none">● Convocation format has been shifted from all in at one site to school-based for social distancing. She thanked the PTO for providing breakfast that day.● Staffing updates: All fall coaches are filled. District-wide there were 97.5 vacancies and 25.5 left to fill, just a few at each school. This includes ESSER II positions.● TAG update: The Assistant Superintendent sent an email to all families of students who have been identified as Talented and Gifted, reiterating the commitment of the district to serve and support all students. We are in the process of interviewing candidates over the next week and a half. In the meantime, Ms. Hollander has been in communication with the principals of SNIS and SMS to keep them informed, as we know scheduling for students is occurring right now.● School Opening Information will be presented this evening. I will review it in detail once we arrive at that agenda item. The updated reopening plan will be sent out tomorrow, August 18, 2021, along with my return to school letter. This afternoon, Governor Ned Lamont held a press conference and confirmed that, to ensure a safe return to in-person learning this fall, all persons must continue to wear masks in K-12 school buildings through September 30, 2021, regardless of their vaccination status. The Executive Order allows for continuing exemptions for individuals who cannot wear masks due to medical conditions or disability. Superintendents were told by the Commissioner that finalized written guidance from the DPH and the CSDE will be released shortly. School letters from each building will follow my letter on August 19. A survey will accompany the building principal's letters regarding busing. Bus information, routes for 21-22, were received from All-Star today and will be sent to all stakeholders.	
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| <ul style="list-style-type: none">• A Covid-19 Management template regulation that aligns with 1330 Facilities Use is on the agenda this evening for discussion by the BOE.• Since there is no remote learning option this year, a Homeschool link will be added to the website this week which will contain information for interested parents.• There will be a Parent/Staff Forum on Thursday, August 19, from 5:30-7:00 p.m. via Zoom. The link was sent to parents and staff on August 12. Ms. DiCorpo will give a brief overview of reopening then take questions. Speakers will be limited to 2-3 minutes so all have a chance to speak.• There are no new fundraisers since last month's report.• Walkthroughs of each school will take place this week in conjunction with Lisa Morrissey, Facilities personnel and principals. HPS, SNIS and NMHS walkthroughs are scheduled for Thursday, and NES and SMS for Friday.• The screening testing survey sent to all K-6 is closed at this time; that group would be the only ones eligible. We will be discussing the outcomes and preparing for the next steps.• The first enrollment report was run from PowerSchool. We reduced a Kindergarten position at NES as the number of students was less than anticipated and reviewed the balance of class sizes for HPS and NES. A first-grade position was also moved to grade two to accommodate a more balanced class size. Currently we have 100 homeschooled students for the 21-22 school year (50 of which withdrew for homeschooling last year). We have had 25 homeschooled students return to school. There were no reductions in force or additional positions requested which demonstrates that our enrollment projections during budget were in alignment with actuals in most cases.• Convocation planning for August 23 is continuing to take place. We are reviewing mitigation strategies regarding locations and | |
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	<p>sessions and will have a finalized document for staff by Thursday or Friday of this week. You are all cordially invited as BOE members. More details to follow.</p> <ul style="list-style-type: none"> Freshman orientation will be held for all incoming freshmen tomorrow starting at 10:00 a.m. in the theater (important reminder that masks are a must for all attendees and social distancing be maintained as well). While parents and guardians will not be attending, a video will be recorded and released addressing some FAQs regarding NMHS. 	
6.	<p>Board Chairman's Report</p> <ul style="list-style-type: none"> Mrs. McInerney welcomed Mr. Cunningham as Facilities Director and thanked Mr. Aparicio for stepping in as Interim. She said they will be very busy with the many ongoing Facilities projects. She thanked all who are preparing for schools reopening: Facilities, administrators and support staff. She also thanked the PTO volunteers for their support of the district and for their adaptability. Mrs. McInerney said she is grateful to all who speak to the Board, whether in public comment or via email. She said there has been some uncivil, threatening discourse which is unproductive. District personnel are doing their best to get students back in schools safely, and should be treated with respect. She wished everyone a great school year. 	<p>Board Chairman's Report</p>
7.	<p>Discussion and Possible Action</p> <p>A. Policy for Approval</p> <p>1. 1324 Fundraising by Students</p> <ul style="list-style-type: none"> Mrs. McInerney said this has been discussed at several meetings. Legal has added additional language (in purple) at Board request. 	<p>Discussion and Possible Action</p> <p>A. Policy for Approval</p> <p>1. 1324 Fundraising by Students</p>

	<ul style="list-style-type: none"> Mrs. Rella said she appreciated the addition which clarifies that monies raised stay with the organization for use. <p>Mrs. Rella moved to approve policy 1324 Fundraising by Students, seconded by Mrs. Monaghan.</p> <p>The motion passed unanimously.</p>	
B.	<p>Policies Recommended for Revision and Approval at Initial Board Presentation in accordance with Board Bylaw 9311</p> <ol style="list-style-type: none"> 1331 Smoking 4111.1/4211.1 Equal Employment Opportunity 5111 Admission/Placement/Age of Entrance 5113 Truancy 5114 Removal/Suspension/Expulsion 5124 Reporting to Parents/Guardians - Report Cards 5131.911 Safe School Climate Plan/Bullying 5141.3 Health Assessments and Immunizations <ul style="list-style-type: none"> In explanation for the public, Mrs. McInerney said Board policies typically have three reviews but sometimes they are proposed for immediate action, usually due to state mandates. <p>Mr. Helmus moved to approve policies:</p> <ol style="list-style-type: none"> 1331 Smoking 4111.1/4211.1 Equal Employment Opportunity 5111 Admission/Placement/Age of Entrance 5113 Truancy 5114 Removal/Suspension/Expulsion 5124 Reporting to Parents/Guardians - Report Cards 5131.911 Safe School Climate Plan/Bullying 5141.3 Health Assessments and Immunizations 	<p>Motion made and passed unanimously to approve policy 1324 Fundraising by Students.</p> <p>B. Policies for Second Review</p> <ol style="list-style-type: none"> 1331 Smoking 4111.1/4211.1 Equal Employment Opportunity 5111 Admission / Placement / Age of Entrance 5113 Truancy 5114 Removal / Suspension / Expulsion 5124 Reporting to Parents/Guardians - Report Cards 5131.911 Safe School Climate Plan/Bullying 5141.3 Health Assessments and Immunizations <p>Motion made and passed unanimously to approve policies:</p> <ol style="list-style-type: none"> 1331 Smoking 4111.1/4211.1 Equal Employment Opportunity 5111 Admission / Placement / Age of Entrance 5113 Truancy 5114 Removal / Suspension / Expulsion

	<p>Seconded by Mrs. Rella.</p> <p>The motion passed unanimously.</p>	<p>6. 5124 Reporting to Parents/Guardians - Report Cards</p> <p>7. 5131.911 Safe School Climate Plan/Bullying</p> <p>8. 5141.3 Health Assessments and Immunizations</p>
	<p>C. Bid Awards</p> <ol style="list-style-type: none"> 1. Food and Nutrition Services - Milk 2. Food and Nutrition Services - Frozen Dessert <p>Mrs. Rella moved to award the bid for Food and Nutrition Services - Milk to Wade's Dairy for the 2021-22 school year, seconded by Mr. McCauley.</p> <p>The motion passed unanimously.</p> <p>Mrs. Rella moved to award the bid for Food and Nutrition Services - Frozen Dessert to New England Ice Cream Corporation for the 2021-22 school year, seconded by Mr. McCauley.</p> <p>The motion passed unanimously.</p>	<p>C. Bid Awards</p> <ol style="list-style-type: none"> 1. Food and Nutrition Services - Milk 2. Food and Nutrition Services - Frozen Dessert <p>Motion made and passed unanimously to award the bid for Food and Nutrition Services - Milk to Wade's Dairy for the 2021-22 school year.</p> <p>Motion made and passed unanimously to award the bid for Food and Nutrition Services - Frozen Dessert to New England Ice Cream Corporation for the 2021-22 school year.</p>
	<p>D. Teacher and Administrator Evaluation Waiver</p> <p>Mrs. Rella moved to approve the Teacher and Administrator Evaluation Waiver, seconded by Mrs. Monaghan.</p> <ul style="list-style-type: none"> • Ms. Hollander said we have the opportunity to utilize flexibility in the evaluation process similar to last year. The Professional Development Committee approved the plan in June. A summative rating has been added this year. The focus is on student progress. <p>The motion passed unanimously.</p>	<p>D. Teacher and Administrator Evaluation Waiver</p> <p>Motion made and passed unanimously to approve the Teacher and Administrator Evaluation Waiver.</p>

8.	Items for Information and Discussion	Items for Information and Discussion
	<p data-bbox="207 415 938 520">A. Exhibit A: Personnel - Certified, Non-Certified Appointments, Resignations and Leaves of Absence as of August 17, 2021</p> <ul data-bbox="313 556 954 1329" style="list-style-type: none"> ● Mrs. Gabianelli gave an update on vacancies by school. She said this is very fluid and changes daily. HPS has 2.5 vacancies: Literacy/Math Interventionist, EXCEL SPED 0.5, and Social Worker (HPS/NES); NES has 3.5 vacancies: Grade 2 teacher, EXCEL SPED 0.5, Social Worker (HPS/NES), SPED para 0.5; SNIS has 4.0 vacancies: Gifted and Talented teacher (SNIS/SMS), School Counselor 0.5, SPED paras 2.5; SMS has 3.5 vacancies: Computer Ed teacher, English teacher, School Counselor 0.5, Custodian; NMHS has 9 vacancies including SPED teacher, Math DC and Tech Integration Specialists and Custodians. District-wide, we have vacancies for the Director of Technology, Literacy and Math Coordinators and a BCBA. ● Ms. DiCorpo said some of these openings are due to very recent resignations. ● Mrs. Gabianelli said there have been recent applicants for the Technology Director position and she will be looking to form an interview committee. <p data-bbox="207 1360 490 1396">B. Monthly Reports</p> <ol data-bbox="313 1396 815 1501" style="list-style-type: none"> 1. Budget Position dated July 31, 2021 2. Purchase Resolution: D-749 3. Request for Budget Transfers <ul data-bbox="313 1537 941 1852" style="list-style-type: none"> ● Mr. Giovannone said this month's report shows the annual encumbrances starting. The listing is alphabetical for ease of viewing. We are beginning to encumber payroll as part of the budget report, but it is not verified as of the report date and does not account for vacancies. This is the first report and will be firmed up more next month. The purchase resolution is also alphabetical this month. Purchase 	<p data-bbox="987 415 1458 556">A. Exhibit A: Personnel - Certified, Non-Certified Appointments, Resignations and Leaves of Absence as of August 17, 2021</p> <p data-bbox="998 1360 1269 1396">B. Monthly Reports</p> <ol data-bbox="1044 1396 1469 1537" style="list-style-type: none"> 1. Budget Position dated July 31, 2021 2. Purchase Resolution: D-749 3. Request for Budget Transfers

	<p>resolutions listed as “yearly” are to set up the purchase order so that it can be drawn on throughout the course of the year.</p>	
C.	<p>Regulation for Revision</p> <p>1. 4111.1/4211.1 Procedures for Employee Complaints of Discrimination</p> <ul style="list-style-type: none"> • Mrs. McInerney said the Board does not approve regulations, so this is on the agenda as an item of information and for discussion. 	<p>C. Regulation for Revision</p> <p>1. 4111.1/4211.1 Procedures for Employee Complaints of Discrimination</p>
D.	<p>Safe Return to In-Person Instruction and Continuity of Service Plan (Updated August 2021)</p> <ul style="list-style-type: none"> • Ms. DiCorpo said the plan will be distributed to all stakeholders tomorrow along with her back to school letter. The format has been changed to make it easier to read. • Highlights include: return to 100% in person learning; change in contact tracing for students only; mandatory masking in schools and on busses; no masking outdoors; no remote learning allowed; full athletic schedule anticipated; limiting of non-essential visitors to buildings and continued social distancing. Music guidance has not changed. Details and links will be in the letter and the plan itself. • Mrs. McInerney asked if concerts would be allowed. Ms. DiCorpo said that is not known yet. • Ms. DiCorpo said she will be monitoring the heat index over the next month or so and may release students early as needed. • Mrs. McInerney said she was glad to hear that the plan will be released tomorrow, so parents will have it prior to Thursday night’s forum. • Mrs. Rella asked if mask breaks are still planned. She had heard from some high school and middle school teachers that they are unproductive. Ms. DiCorpo said she will ask principals to monitor and review. 	<p>D. Safe Return to In-Person Instruction and Continuity of Service Plan (Updated August 2021)</p>

	<ul style="list-style-type: none"> Mr. Failla said the overview speaks highly of the detail and work done to provide the best possible, safest environment for students and staff. Their safety and well being is key. The district's focus on social emotional learning and academics is ingrained in everything we do. 	
E. Facilities Projects Update	<ul style="list-style-type: none"> Mr. Aparicio summarized the memo provided. He said Hinding is currently working on the tennis courts. The Maxx renovation is in progress but it will not be fully ready for reopen, so the LHTC students will be starting the year at SNIS. Ms. DiCorpo said she has additional concerns about safety at the Maxx, as she recently became aware that events take place during the day there. She is looking into additional separation of space and bathrooms, not in the original proposal, as well as a safety and security plan for that building. Mrs. McInerney asked if the outside doors are locked during the day. Ms. DiCorpo said they use a Town fob system now and that needs to be discussed further. Mrs. Rella said she appreciates that the district is taking the time to make sure the space is safe for students. Mr. Aparicio said the Zoning department had questions about the high school sign before a permit is granted. They requested, and he sent, a letter giving specifics of use. This is the first time a sign like this will be used in New Milford. Mr. Failla asked Mr. Aparicio to keep the Board apprised of any issues going forward. The NV5 project schedule was sent to the Board. The project will begin with light fixture replacements, done during second shift since students will be back in session. Ms. DiCorpo said they received an email today from the Town stating that the Board was 	E. Facilities Projects Update

	<p>responsible for 75% of the total cost: \$612,376.48. At the previous presentation on June 2, the Board was told the Town would be reviewing financing options. The Mayor is looking to sign official documents to start the project. Ms. DiCorpo has requested a meeting to include the Board Chair to review and make sure we are all on the same page. They also received news of the award of additional RECs for solar and have questions regarding those, most specifically any impact to the high school roof.</p> <ul style="list-style-type: none">• Mr. McCauley said there have been so many meetings about this project; he is frustrated that the financing piece is still not clear.• Ms. DiCorpo said there will be an overwhelming benefit to our schools from NV5 but most of the upfront costs will fall to the Board side. This is the first time we are seeing the exact amount and a due date.• Mr. Failla said this project is fluid; he wants to know if the Town will help if the energy line is short. He said there were never any conversations about approving solar panels for the high school. He is vehemently opposed to panels on the front of the high school roof. It will ruin the aesthetics.• Mrs. Monaghan said she has been a vocal proponent of solar, but she agrees with Mr. Failla in opposing any panels to the front of the high school.• Ms. DiCorpo said no decisions have been made. They have the RECs so it is an option. It was not in the original plan. There will be opportunities starting in September to discuss it further. Any action is at least two years out, so there is time.• Mr. Helmus echoed Mr. McCauley's frustration. If the project is supposed to pay for itself, why do we need to give money?• Mrs. Rella said she was surprised to see the dollar amount and responsibility. She is also concerned about stress on the roof from added panels.	
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	<ul style="list-style-type: none"> • Ms. DiCorpo said we may just need a better understanding of the process. They would like an opportunity to go back and look at previous financing discussions, what this initial cost really means, and how we will recognize it in savings returned. • Mr. Aparicio said the high school roof project has started. Due to a shortage in fasteners and clips, the contractor is starting on the flat roofs first. • Mr. McCauley said he was happy to see the project started. He asked for confirmation that work will take place during the school day. Mr. Aparicio said it will, but they will try to do the noisier work outside of school hours. • Ms. DiCorpo said they will follow the timeline closely and work with Principal Manka on any adjustments needed. This needs to bridge with NV5 work too. They are working on identifying on site workers and making sure they are properly cleared. 	
<p>F. Technology Update</p>	<ul style="list-style-type: none"> • Ms. Terry said the PowerSchool student information system implementation is ongoing. Schedules are in their final stages, third party integrations are ongoing, training will take place daily over the next few weeks. A Parent Portal session for parents will be scheduled. • Mrs. McInerney asked if the Portal will be open for students and parents at the beginning of school. • Ms. DiCorpo said it may not be open right away but that there shouldn't be much need for the first week or two of school while students and staff are settling in. • Mrs. McInerney said she hopes that the delay will not go too far into the first marking period. • Ms. Terry said the district is collaborating with the Town on a copier RFP and a draft is in progress. 	<p>F. Technology Update</p>

	<ul style="list-style-type: none"> • Ms. DiCorpo said the RFP will take into account the possible move of the central offices to SNIS. • Ms. Terry said the CEN Free Public Wifi is in the final installation process phase. A public forum will be scheduled when ready. <p>G. COVID-19 Event Management Template</p> <ul style="list-style-type: none"> • Ms. DiCorpo said she is suggesting that this template, which spells out additional responsibilities of the event host regarding COVID protocols, be added to regulation 1330 for building use. It is currently used by the Town. Though the Board does not approve regulations, Ms. DiCorpo is presenting the template tonight for discussion. • Mrs. McInerney asked when it would begin to be used. Ms. DiCorpo said within the next few days if the Board agrees. • Mr. Helmus noted that sections are already out of date and he asked who will be responsible for updating the form. Ms. DiCorpo said the district will work with Lisa Morrissey on any changes. Lisa will also let the event host know of any changes when approving. <p>H. Fingerprinting Volunteers</p> <ul style="list-style-type: none"> • Mr. Giovannone reminded the Board that fundraising was removed from the 2020-21 budget and not added back for 2021-22. At the June 20, 2021 meeting, the Board discussed its intent to pick up that cost again. Reinstatement of \$21,600 will be required to fully fund the line. It will require a transfer down the road. He is suggesting that Human Resources move ahead with scheduling fingerprinting and costs be absorbed to their budget line for now. The individual cost is \$86.25, which would allow up to 250 volunteers to be fingerprinted. • Mrs. Rella asked why we are fingerprinting volunteers when we are restricting visitors to our schools. 	<p>G. COVID-19 Event Management Template</p> <p>H. Fingerprinting Volunteers</p>
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	<ul style="list-style-type: none">• Mrs. McNerney said there may still be instances when volunteers are allowed, such as PTO officers, Band Show volunteers etc.• Mr. Failla said we cannot ask people to volunteer and then ask them to pay for fingerprinting.• Ms. DiCorpo said it is clear the Board agrees; this is just a budgeting issue.• Mrs. McNerney suggested the schools be contacted regarding upcoming events and volunteer names so that we will have an idea month to month what is needed.• Mr. Giovannone said he and Mrs. Gabianelli will keep the Board updated monthly as well.	
9.	Adjourn Mr. Helmus moved to adjourn the meeting at 9:18 p.m., seconded by Mrs. Rella. The motion passed unanimously.	Adjourn Motion made and passed unanimously to adjourn the meeting at 9:18 p.m.

Respectfully submitted:



Tammy McNerney
Assistant Secretary
New Milford Board of Education

FOR APPROVAL

COMMENTARY: The recommended changes to this policy below are intended to make clear that the “resources” of the District should be interpreted broadly when it comes to advertising and promotion. District team names, logos, mascots, etc. are the District’s intellectual property and would clearly fall within the scope of the revision per paragraph 4.

With this being said, the Board may want to consider whether it wants to allow for-profit companies to license District logos, team names, etc. Some districts, particularly in other states (i.e. Texas) with big high-school sports followings, do enter into licensing agreements with local vendors so that the vendor pays an amount to the District for the right to use the logo on merchandise. If the Board would potentially be interested, additional policy language would be needed to create a standard licensing agreement template. The advantage to licensing would be that the District could make some revenue off of its logos, team names, etc. in the same way it does off of rental of sports fields, although if requests to use team names, logos etc. are infrequent it may not be worth the time and effort of an extensive policy revision.

1325(a)

Community Relations

Advertising and Promotion

The Board of Education has a responsibility to protect students from possible exploitation by private interests through exposure to advertising within the school environment. Because marketing and promotional materials are a pervasive element in our culture, it is ~~unfeasible~~ **not feasible** to strictly prohibit the indirect or incidental advertisement of products and services to students and parents.

The resources of the New Milford Public Schools may not be used to advertise or promote goods or services to students if the primary purpose of such activity is to create commercial benefit for a non-school entity. **For purposes of this policy and any accompanying administrative regulations, the resources of the New Milford Public Schools include but are not limited to the following:**

- 1. Personal property and equipment owned or controlled by the District, including email and other electronic systems;**
- 2. Real property dedicated to school purposes, including school buildings, athletic fields and facilities;**
- 3. The work and activities of District staff when such work or activities are undertaken on behalf of the District, or at the direction of District personnel;**
- 4. The intellectual property of the District including school names, logos, team names, mascots and related names and imagery.**

Community Relations

Advertising and Promotion

Any advertising by the school, staff or affiliated organizations must be done in a thoughtful, careful and tasteful manner consistent with the educational goals of the District and in the best interests of the students. The Superintendent of Schools must approve any advertising by private interests in ~~school-district~~ District facilities or on ~~school-district~~ District property. The approval of such advertising does not imply that the Board endorses the product, services or item being advertised.

In addition, approval must be consistent with the educational interests of the students as well as the requirements of other Board policies. Any approval will state precisely where such advertising may be placed. Advertising by private interests will not be allowed outside the specific area approved by the Board of Education.

The Superintendent of Schools shall develop and implement regulations regarding the appropriate use of advertising and promotion within the schools.

Legal Reference: Title IX of the Educational Amendments of 1972.

Policy adopted:	May 7, 2001
Policy revised:	June 9, 2009
Policy revised:	November 10, 2009
Policy reviewed:	October 15, 2013
Policy revised:	August 20, 2019

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

COMMENTARY: Connecticut boards of education have broad discretion to admit and set tuition rates for out-of-district students as they see fit. There is no legal requirement that such students be admitted but if the Board wishes to admit such students having a policy governing their attendance is strongly encouraged. The suggested changes below are designed to clarify the conditions of attendance for such students.

Business/Non-Instructional Operations

Tuition Fees

The Board of Education may permit students from other school districts to attend local schools when they can be accommodated in existing classes. The students or their sending district shall pay a tuition fee to be established annually by the Board of Education. **The Board may establish separate tuition rates for elementary and secondary schools.** The administration will provide students applying for admission in any given year with an estimated rate with the provision that tuition will be adjusted based on budgetary approval. **Non-resident students who are eligible for ~~Special education students~~ special education and related services** or other school districts, as the case may be, will be charged at a rate equal to a pro-rata share of the costs of their program.

I. Individual, Non-Resident Students

Non-resident students **who seek admission to the New Milford Public Schools outside of a tuition agreement with a sending board of education as set forth in Section II below** may be accepted under the following conditions:

1. A non-resident student shall apply to be admitted in writing to the Superintendent and shall state the reason for seeking admission, with a description of the applicant's proposed academic program.
2. The parent/guardian (or student age eighteen or older) will provide complete records for the student. Such records will include grades, discipline records, medical records, special education records, test results, and any **additional** information requested **by the Superintendent or his or her designee.**
3. The student shall be interviewed for admission by the Assistant Superintendent, who will make a thorough review of the student's records, consult with the building Principal, and make a recommendation to the Superintendent. The Superintendent shall decide upon the admission of the student. The Superintendent may admit a student only if space is available.
4. Prior to his or her recommendation to the Superintendent, the Assistant Superintendent may require the student to undergo any testing deemed necessary.

Business/Non-Instructional Operations

Tuition Fees

5. The student shall be capable of performing at or above grade level or in an established program of the New Milford Public Schools. In determining whether the student can be accommodated in an existing program, the Assistant Superintendent, prior to his or her recommendation, may refer the matter to the district-wide special education supervisor who may, in turn, consult with a planning and placement team. The supervisor or PPT will forward a report to the Assistant Superintendent.
6. Tuition must be paid in advance four times per year in September, December, March and May as a condition of continued enrollment, and such tuition shall be prorated for admission beginning after the start of the school year. In the event a student withdraws from the New Milford Public Schools, tuition for the semester in progress will not be refunded.
7. Courses ~~of~~ **for** New Milford students will be scheduled before those of tuition students.
8. A student may continue as a tuition student from year to year unless notified in writing by the Superintendent of Schools that attendance will be terminated.
9. A certified staff member whose child has been admitted to the New Milford Public Schools shall pay 50% of the established tuition rate. Tuition shall be made in equal payments four times per year in September, December, March and May as a condition of continued enrollment.

~~Non-resident students or their parents or guardians shall provide all necessary transportation to and from school. An admitted student will be subject to all academic and disciplinary requirements applied to New Milford students.~~

In the event of a dispute concerning the student's education, the written decision of the Board of Education concerning such education shall be final. A non-resident student's continued enrollment in the New Milford Public Schools will be contingent upon compliance with all academic and disciplinary requirements, satisfactory academic progress, satisfactory behavior, and the availability of staff and resources.

Only the board of education, acting at its sole discretion, may waive tuition.

Business/Non-Instructional Operations

Tuition Fees

II. Tuition Students Sent By Other Boards Of Education

The Board of Education, at its discretion, may enter into an agreement with another local or regional Board of Education to accept such local or regional Board's ~~seventh~~ **ninth** through twelfth grade students on a tuition basis. Prior to entering into an agreement to accept such students, the superintendent of schools shall file with the Board of Education a written recommendation on the enrollment of students based on the following factors:

1. The impact on Boards of Education currently having an arrangement with the New Milford Board of Education.
2. The proposed method of transporting tuition students.
3. The impact on resident students.
4. Impact on staffing and instructional materials.
5. Impact on facilities.
6. Information regarding student educational placement.
7. Any other factors deemed relevant.

After the Board has tentatively approved the acceptance of students under the jurisdiction of another Board of Education, the Superintendent shall submit to the Board for approval a proposed written agreement establishing the terms and conditions (including tuition charges) under which students from another jurisdiction will be enrolled in the New Milford Public Schools.

III. Student Conduct

Nonresident students attending the New Milford Public Schools will be governed by the same student discipline and behavior policies applicable to resident students. Nonresident attendance is a privilege and not a right. Accordingly, such attendance may be revoked upon recommendation of the Superintendent of Schools and approval by the Board of Education upon a finding that the student has violated the applicable school code of conduct.

IV. Transportation

Nonresident students enrolled in the New Milford Public Schools, pursuant to this policy, must make their own transportation arrangements at their own cost and expense. Upon acceptance for attendance, students over the age of eighteen, or parents or guardians shall inform the Principal of New Milford High School, or his or her designee, of their intended daily transportation arrangements and shall likewise inform the Principal or designee whenever there is a need to change such arrangements.

Business/Non-Instructional Operations

Tuition Fees

V. Extracurricular Activities

Nonresident students shall be responsible for paying any fees, costs or expenses associated with participation in New Milford Public Schools' athletics, field trips, extracurricular activities, or the administration of the SAT, ACT, AP, or any other examinations to the same extent as New Milford resident students.

VI. Special Education/Section 504

Any nonresident student accepted into the New Milford Public Schools who requires special education services or Section 504 accommodations, or who after admission is considered to be a candidate for special education services or Section 504 accommodations, shall not be referred to a New Milford Public Schools planning and placement team or 504 team, but shall be referred to the planning and placement team or 504 team in the community where the student would otherwise be attending school for all special education decisions. The New Milford Board of Education will not be responsible for any special education or Section 504 costs of nonresident students unless required by law.

VII. Homeless Students

Notwithstanding any other provision of this policy to the contrary, New Milford resident students who are forced to temporarily live outside of the District due to an incident of homelessness may remain enrolled in the New Milford Public Schools without being required to pay tuition in accordance with state and federal law.

(cf. 5118 – Nonresident Students)

(cf. 5118.1 – Homeless Students)

Legal Reference: Connecticut General Statutes

- 10-33 Tuition in towns in which no high school is maintained.
- 10-35 Notice of discontinuance of high school service to nonresidents.
- 10-55 Pupils to attend regional school.
- 10-220 Duties of Boards of Education.
- 10-253 School privileges for children in certain placements, nonresident children and children in temporary shelters.
- ~~10-266 Reimbursement for education of pupils residing in state property.~~

Business/Non-Instructional Operations

Tuition Fees

United States Code

42 U.S.C. §11301 et seq. McKinney-Vento Homeless Assistance Act

Policy adopted: June 11, 2002
Policy revised: June 10, 2008
Policy revised: March 8, 2011
Policy reviewed: February 25, 2014
Policy revised: February 9, 2016

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

FOR APPROVAL

3260(a)

COMMENTARY: This policy is not legally mandated but it fine for the Board to maintain. Under the law educational supplies and equipment – including textbooks – are generally regarded as the property of the local board of education while school buildings and school grounds are considered the property of the town but subject to board of education control when used for educational purposes. Accordingly, the changes below are meant to reflect that concept and better align the policy with statutory language addressing the sale of books and school supplies.

Business/Non-Instructional Operations

Sales & Disposal of Books, Equipment & Supplies

When equipment, books and materials become worn out, obsolete, **inadequate**, surplus, or otherwise unusable in the schools, the Superintendent ~~shall tender such items to town agents for disposition~~ **may authorize their sale, trade-in or disposal as he or she deems to be in the best interests of the district.** ~~Notwithstanding this provision, the Board of Education may donate discontinued textbooks to another Board of Education. Should the town refuse to accept the tender of these items in writing within thirty days, the Superintendent may authorize their disposal in a manner to the district's best advantage subject to the following:~~

(1) **Books, equipment and supplies** may not be sold directly to individuals. Any proceeds from ~~disposition of the sale of any books,~~ equipment or supplies shall be deposited in the ~~town general fund~~ **Board of Education's operating budget for the year in which such sale is made.**

(2) The Board of Education may, upon recommendation of the Superintendent of Schools, authorize the disbursement or destruction of outdated textbooks which are **inadequate or** no longer useful to the educational program, provided that such books have been determined obsolete by the professional administrative staff.

(3) When books are sold either to used book vendors or shredders, this money must be returned to the ~~town general fund~~ **Board of Education's operating budget.** If and when such books are given to the PTA/PTO, the PTA/PTO may dispose of them as they wish. Any monies received therefrom can be retained in the PTA/PTO account.

Legal Reference: Connecticut General Statutes

10-220 Duties of Boards of Education.

10-229 Change of Textbooks

10-240 Control of schools.

10-241 Powers of school districts.

Business/Non-Instructional Operations

Sales & Disposal of Books, Equipment & Supplies

Policy adopted: June 11, 2002
Policy revised: June 10, 2008
Policy reviewed: February 25, 2014

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

**RECOMMENDED FOR REVISION AND
APPROVAL AT INITIAL BOARD PRESENTATION**

Language in **RED** constitutes an addition

COMMENTARY: Governor Lamont's Executive Orders #13 and #13A, as well as Connecticut Department of Public Health ("DPH") and Connecticut State Department of Education ("SDE") guidance issued pursuant to such orders, require that Connecticut school districts continue to mandate universal mask wearing in all schools – subject to limited exceptions – at least through September 30, 2021. The recommended changes below are designed to align the language of the Board's current policy with the text of the applicable Executive Orders and SDE and DPH guidance, although in certain areas – such as permissible medical exemptions – the text of the Executive Orders and SDE guidance is contradictory. Since the SDE guidance specifically applies to schools we recommend adhering to that guidance as closely as possible. Certain changes below – such as the addition of the definitions section -- are made for consistency and clarity.

1900/4900/5900/6900(a)

Wearing Masks and Face Coverings During the COVID-19 Pandemic

Mandated Wearing of Face Coverings

The Board of Education is committed to ensuring the safety of New Milford Public School students, staff and community members during the COVID-19 pandemic. Pursuant to Connecticut Governor Ned Lamont's July 19, 2021 Executive Order # 13, August 5, 2021 Executive Order #13A, Connecticut Department of Public Health ("DPH") Rule dated August 7, 2021 and Connecticut State Department of Education ("SDE") "Adapt, Advance, Achieve" operational rule dated August 19, 2021 the Board requires that all non-exempt individuals must wear a mask inside the District's schools and other buildings at all times while students are present. In addition, all non-exempt students and staff must wear a mask while on District school buses and other vehicles. These requirements shall apply regardless of an individual's COVID-19 vaccination status. ~~Cloth face coverings (including masks) are meant to protect other people in case the wearer is unknowingly infected, as many people carry COVID-19 but do not have symptoms. Face coverings are essential in times when physical distancing is difficult. The Board recognizes that face coverings may be challenging for students (especially younger students) and staff members to wear in all day settings such as a school. Nevertheless, unless meeting one of the exceptions listed below, all students and school personnel must always wear a face mask (or other cloth material covering both the mouth and nose) while on school property or a school bus. This requirement also applies to parents dropping off or picking up children or any other visitor to the school facilities. Information should be provided to staff and students on the proper use, removal, and washing (and/or disposal) of cloth face coverings, which is available from the Centers for Disease Control ("CDC").~~ <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>.

District schools will provide 1) masks to students and staff members who do not have one, and 2) appropriate and safe receptacles for the disposal of masks, coverings and other personal protective equipment. All masks and face cloth coverings must cover both the mouth and nose and comply with state and federal guidance (and school policies) covering dress/attire.

Wearing Masks and Face Coverings During the COVID-19 Pandemic

Definitions

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

“Fully vaccinated” means at least 14 days have elapsed since a person has received the final dose of a vaccine approved for use against COVID-19 by the U.S. Food and Drug Administration, or as otherwise defined by the Centers for Disease Control.

“Mask” means a face-covering that includes multiple layers of tightly woven or melt-blown material that is worn directly on the face, completely covers the nose and mouth, and fits closely without significant gaps between the mask and face.

Exemptions

The following individuals are exempt from mandated wearing of ~~masks~~ **face coverings** per CDC and state guidelines **per state law**:

- 1) Anyone who has trouble breathing, or anyone who is unconscious, incapacitated, or otherwise unable to remove the mask without assistance;
- 2) ~~Anyone who has a medical condition making it unsafe to wear a mask, in accordance with SDE guidance~~ **As may be appropriate, and as permitted by law (including Connecticut DPH and Connecticut SDE rules) anyone with medical conditions, behavioral issues and/or a disability or disabilities who cannot wear a mask safely or continuously, with the District considering alternatives to such a requirement including, but not limited to, increased social distancing measures, additional personnel protective equipment, etc.;**
- 3) Children under the age of two;
- 4) To the extent that a student or an employee may be eating or drinking in places where such activity is permitted by the District, provided that appropriate social distancing can be maintained, and masks are removed for only as long as necessary to eat or drink;
- 5) **Students and staff do not need to wear masks outdoors regardless of vaccination status (unless instructed to do so while awaiting a negative test after close contact with a known case);**
- 6) **Fully vaccinated District staff members do not need to wear masks when in a school building on a weekend or after hours when students are not present inside the building;**
- 7) **Fully vaccinated teachers may remove their masks during active instruction while they are at the front of the classroom (masks must still be worn at all other times indoors). The exemption is not applicable where a fully vaccinated teacher is a close contact of a known COVID-19 case and is directed to wear a mask in lieu of quarantine until they receive a negative COVID-19 test;**
- 5) ~~As may be appropriate, and as permitted by law, students with disabilities and who cannot wear a mask safely or continuously, with the District considering alternatives (for example, extra distancing, extra protective equipment) to protect staff and students;~~

Wearing Masks and Face Coverings During the COVID-19 Pandemic

- ~~6) Continuous wearing of masks or face coverings is not required in outdoor spaces where employees or students are not within six feet of any other person; and/or~~
- ~~7) Educators while teaching may remove masks if properly distancing (beyond six feet) or remaining static behind a physical barrier at their desk (e.g., plexiglass), to the extent removal of the mask is necessary for the effective delivery of the specific instruction being given.~~

Mask Breaks

The District's schools shall provide for and schedule age appropriate and safe mask breaks consistent with health and safety guidelines, and only where appropriate social distancing can be maintained. Such mask breaks may include: 1) outdoor breaks, 2) breaks in large rooms, and 3) breaks in classrooms where appropriate social distancing can be maintained. With respect to indoor mask breaks, students and/or staff should always stay six feet or more apart or more in well-ventilated areas and everyone should face in the same direction. During these breaks, students may talk (where permitted by the teacher); however, students must avoid loud talking, yelling, or singing. Generally, such mask breaks should be no more than 15 minutes.

Medical Exemptions

~~Unlike the guidance in effect for the public at large, the exemption for wearing a mask in the schools due to a medical condition is limited. Current SDE guidance provides that medical contraindications to the wearing of masks are generally limited to individuals suffering from severe chronic obstructive pulmonary disease ("COPD") such as might be seen with cystic fibrosis, severe emphysema, heart failure, or significant facial burns that would cause extreme pain or interfere with the healing of a skin graft. Indeed, the SDE strongly recommends that anyone suffering from any of the above mentioned underlying conditions should remain at home and that students suffering from such severe health conditions should engage in full virtual learning due to their risk of developing severe complications if they become infected with COVID-19.~~

~~In accordance with current guidance, mild or intermittent respiratory or other common conditions such as asthma, cardiovascular diseases, kidney disease, or other similar conditions are generally not considered contraindications to the wearing of face coverings and will not justify an exemption from the mask mandate. However, if the work of breathing through a mask creates a significant health risk for a student or if psychological responses to a mask, such as claustrophobia, cannot be accommodated by trying different mask types (for example, a different cloth or a bandana), then the mask could be considered contraindicated and the student may be excused from wearing a mask.~~

Wearing Masks and Face Coverings During the COVID-19 Pandemic

Pursuant to Executive Order #13A (which generally applies to all settings, school and otherwise), masks are not required for anyone “for whom doing so would be contrary to his or her health or safety because of a medical condition, behavioral condition, or disability.” The Executive Order provides that any person who declines to so wear a mask because of a medical condition, behavioral condition, or disability will be exempt from any requirement to wear masks if and only if the person provides written documentation that the person is qualified for the exemption from a licensed or certified medical provider, psychologist, marriage and family therapist, professional counselor, social worker, or behavior analyst, the Department of Developmental Services or other state agency that provides or supports services for people with emotional, intellectual or physical disabilities, or a person authorized by any such agency.

Notwithstanding the foregoing, the Connecticut SDE asserts that medical exemptions for the wearing of masks in schools is severely limited. Current SDE guidance (which specifically governs school environments) offers that medical contraindications to the wearing of masks should generally be limited to individuals suffering from severe chronic obstructive pulmonary disease (“COPD”) such as might be seen with cystic fibrosis, severe emphysema, heart failure, or significant facial burns that would cause extreme pain or interfere with the healing of a skin graft. The same SDE guidance notes its view that mild or intermittent respiratory or other common conditions such as asthma, cardiovascular diseases, kidney disease, or other similar conditions should generally not be considered contraindications to the wearing of masks and thus will likely not justify an exemption from the mask mandate. Nevertheless, via its consultation with its medical advisors, the District will review the documentation submitted to it and assess on an individualized basis whether a medical condition, behavioral condition or disability truly prevents a child from safely wearing a mask, whether for part of or all of the school day. For example, if the work of breathing through a mask creates a significant health risk for a student or if psychological responses to a mask, such as claustrophobia, cannot be accommodated by trying different mask types (for example, a different cloth or a bandana), then the mask could be considered contraindicated and the student may be excused from wearing a mask. In addition, as noted below, students with disabilities (whether receiving special education services or Section 504 accommodations) who are unable to tolerate or wear a mask consistently or correctly may be granted an exemption from wearing a mask for some or all of the school day.

A parent/guardian of a student who believes that their child is unable to safely wear a mask or cloth face covering because of a medical condition as described above should notify the School Nurse. An employee who believes that they are unable to safely wear a mask or covering because of a medical condition should notify Human Resources. The District will require documentation supporting a request for an exemption from the mask/face covering requirement, in accordance with applicable state and federal guidelines¹. However, the District may rely upon supporting

¹ Currently, a person seeking to be excused from the mask or face covering requirement because of a medical condition, behavioral condition, or disability must provide written documentation that the person is qualified for the exemption from a licensed or certified medical provider, psychologist, marriage and family therapist, professional counselor, social worker, or behavior analyst, the Department of Developmental Services or other state agency that

Wearing Masks and Face Coverings During the COVID-19 Pandemic

documentation in a student's existing school medical records. All medical information received by the District will be kept confidential as required by law and duly considered.

Special Education and Section 504 Students

The District understands that it is possible that students with disabilities may not be able to tolerate or comply well with directives to wear a mask or face covering at school. The District will assess, on an individualized basis, the appropriate accommodations for students with disabilities who are unable to wear a mask, especially recognizing that students and staff involved with certain special education activities (e.g., speech therapy or where lip reading is required) may need to be exempted from wearing a mask intermittently. In cases where an exception is requested based upon a disability, a Planning and Placement Team or Section 504 meeting may be held to consider possible programming revisions or appropriate accommodations.

Generally, the fact that a student with a disability may be unable to consistently wear a mask in school is not a basis for their exclusion from school. In cases where close contact between educators and students is highly likely (such as when interacting with students with disabilities who may not be able to wear mask and/or cannot adequately socially distance), the District will provide educators with masks and face shields, and, as may be necessary, medical grade masks and disposable gowns. In addition, the District may use other mitigation strategies such as maximizing distancing, moving activities outdoors or to a well-ventilated space, and/or the use of other physical barriers in order to protect students and staff.

Students who do not wear a mask and who do not qualify for an exemption will be refused admission into District schools ~~(and may instead be eligible for distance learning opportunities)~~. In addition, the District reserves the right to take disciplinary action against those persons (whether students or staff) who violate the terms of this policy.

Preschool Students and Programs

In addition to the exceptions listed above, preschool students who are newly enrolled in the District's preschool program(s) within the past two months and who are working toward mask wearing are permitted to remove their masks ~~or face coverings~~. Furthermore, children who have

provides or supports services for people with emotional, intellectual or physical disabilities, or a person authorized by any such agency. *Executive Order 13A (8/5/21)*.

~~Currently, a person seeking to be excused from the mask or face covering requirement because of a medical condition must provide written documentation that the person is qualified for the exemption from a licensed medical provider, the Department of Developmental Services or other state agency that provides or supports services for people with emotional, intellectual or physical disabilities, or a person authorized by any such agency. *Executive Order 7NNN (8/14/20)*.~~

Wearing Masks and Face Coverings During the COVID-19 Pandemic

just turned three years old may have up to two months to acclimate to wearing a mask ~~or face covering~~.

The District will work with such students and their parents, as may be appropriate, on developmental readiness and transitioning to wearing a mask ~~or face covering~~, using age appropriate strategies (including training, social stories, positive reinforcements, and frequent/gentle reminders) and addressing tactile and sensory issues. Where ever possible, the District will seek to avoid excluding preschool students who do not wear masks as required by this policy, but the District will instead seek alternative strategies toward increasing compliance and in addressing the concerns of such students and their parents.

In addition to those exceptions listed above for all students (for example, during times when they are eating or drinking), preschool students are not required to wear a mask when resting or during outdoor activities. During times when a student is not wearing a mask, it is paramount that distance between students must be maximized, maintaining at least ~~six feet~~ **three feet** of distance where ever possible. For preschool programs, the maximum group size in any one space is sixteen children.

Legal References:

Executive Order 13A – Protection of Public Health and Safety During COVID-19 Pandemic – Revised Order for Masks and Face Coverings, Nursing Home Staff Testing, August 5, 2021.

Executive Order 13 – Protection of Public Health and Safety During COVID-19 Pandemic – Extension of COVID-19 Orders, July 19, 2021.

Executive Order 9 – Protection of Public Health and Safety During COVID-19 Pandemic – Authority to Issue Guidance and Rules Related to School and Childcare Settings and Extension of Restrictions on Sale of Alcohol Without Food, September 4, 2020.

Executive Order 7NNN – Protection of Public Health and Safety During COVID-19 Pandemic – Masks and Face Coverings, August 14, 2020.

Connecticut State Department of Education, Adapt, Advance, Achieve: Connecticut's Plan to Learn and Grow Together – Fall 2021, August 19, 2021.

Connecticut State Department of Public Health, Conditions and Environments Requiring Universal Masking for the Prevention of COVID-19 on or after May 19, 2021, August 7, 2021.

Connecticut State Department of Education, Adapt, Advance, Achieve: Connecticut's Plan to Learn and Grow Together, September 4, 2020.

Wearing Masks and Face Coverings During the COVID-19 Pandemic

Connecticut State Department of Education, Addendum 11 to Connecticut State Department of Education Adapt, Advance, Achieve, Reopening Guidance “Interim Guidance for the Use of Face Coverings in Schools during COVID-19,” August 31, 2020.

Connecticut State Department of Education, Frequently Asked Questions Regarding Reopening K-12 Public Schools, Volume 3, September 2, 2020.

Letter from Dr. Miguel A. Cardone, Connecticut Commissioner of Education, to Superintendents of Schools with Preschool Classrooms, September 17, 2020.

Policy adopted:

October 20, 2020

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

**RECOMMENDED FOR REVISION AND
APPROVAL AT INITIAL BOARD PRESENTATION**

Language in **RED** constitutes an addition

*COMMENTARY: **UPDATED September 17, 2021** - Executive Order #13G repealed and superseded Executive Order #13D. EO #13G mandates that all Connecticut school employers implement a policy that requires that non-exempt school employees hired on or after September 27, 2021 must have received at least their first COVID-19 vaccination shot. Current employees and those hired prior to September 27, 2021 who are not fully vaccinated as of September 27, 2021 (whether by choice or pursuant to an exemption) may undergo weekly COVID-19 testing and report the results to the school district in-lieu of vaccination. The changes shown below reflect changes to legal's initial draft of this proposed new policy in light of the changes imposed by Executive Order # 13G.*

4300(a)

Personnel

COVID-19 Staff Vaccination

The Board of Education's highest priority is ensuring the health and safety of the District's students and their families, the District's employees and their families, and our greater community. Pursuant to this obligation and Connecticut Governor Ned Lamont's ~~August 19,~~ **September 10,** 2021 Executive Order # 13D ~~G~~, the Board mandates that all District employees who perform work within the District's schools be vaccinated against COVID-19 unless otherwise exempt as set forth in this policy.

Definitions

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

"Fully vaccinated" means at least 14 days have elapsed since a person has received the final dose of a vaccine approved for use against COVID-19 by the U.S. Food and Drug Administration, or as otherwise defined by the Centers for Disease Control.

"District employee" refers to all New Milford Public Schools' employees, both full and part-time, including substitutes and student teachers. This definition applies to all District staff regardless of the amount of student contact time a particular staff member may have. This definition does not apply to District volunteers.

Mandatory COVID-19 Vaccination

1. Prospective District Employees **Hired On or After September 27, 2021**

On or ~~prior to~~ **after** September 27, 2021, the District shall offer employment only to individuals who are fully vaccinated. The exceptions to this rule are as follows:

Personnel

COVID-19 Staff Vaccination

- (1) The candidate has received the first dose of the vaccine and has either received the second dose (and less than 14 days have elapsed) or has an appointment for the second dose and he/she undergoes weekly COVID-19 testing and submits such results to the District until such time as the he/she is fully vaccinated; or
- (2) The candidate is exempt from the vaccination requirement because the vaccine is likely to be detrimental to the individual's health or the person is exempt due to a sincerely held religious belief and he/she undergoes weekly COVID-19 testing and submits such results to the District and he/she is able to perform the essential functions of his/her job with a reasonable accommodation that is not an undue burden to the Board.

It shall be the responsibility of the candidate to provide proof of vaccination or to obtain and provide documents in support of his or her entitlement to any exemption. Decisions regarding exemptions shall be determined on a case-by-case basis.

The failure to meet any of these conditions will result in the candidate not being offered a position of employment.

The New Milford Public Schools shall not pay for the costs associated with weekly COVID-19 testing.

2. Existing District Employees and Those Hired Prior to September 27, 2021

On or after September 27, 2021, all non-exempt employees must be fully vaccinated against COVID-19 in order to maintain employment with the New Milford Public Schools. ~~The New Milford Public Schools shall not employ any individual who is not fully vaccinated unless:~~

- (1) The employee has received the first dose of the vaccine and has either received the second dose or has an appointment scheduled to obtain the second dose and undergoes weekly COVID-19 testing and submits such results to the District; or

Personnel

COVID-19 Staff Vaccination

- (2) The employee is exempt from the vaccination requirement because the vaccine is likely to be detrimental to the individual's health or the person is exempt due to a sincerely held religious belief and the employee undergoes weekly COVID-19 testing and submits such results to the District **and the employee is able to perform the essential functions of his/her job with a reasonable accommodation that is not an undue burden to the Board;** or
- (3) The employee undergoes weekly COVID-19 testing and submits such results to the District.

~~The District shall not employ any individual who is not exempt who has received the first dose of a two-dose series COVID-19 vaccination but fails to receive the second dose on the appropriate date as recommended by CDC or at the scheduled appointment without good cause unless such employee undergoes weekly COVID-19 testing and submits results to the District on a weekly basis.~~

It shall be each employee's responsibility to provide proof of vaccination or to obtain and present documents in support of his or her entitlement to any exemption. **Decisions regarding exemptions shall be determined on a case-by-case basis.**

Employees who fail to comply with the above provisions will not be permitted to report to work or to enter into any school building or District facility. In addition, failure to produce proof of vaccination or weekly testing results will render employees ineligible for continued employment.

The New Milford Public Schools shall not pay for the costs associated with weekly COVID-19 testing.

Acceptable Proof of Vaccination

Employees may demonstrate proof of vaccination by providing one of the following:

1. A CDC COVID-19 Vaccination Record Card or photo of the Vaccination Record Card;
2. Documentation from a health care provider or electronic health care records;
3. State Immunization Information Record, **or**
4. **Other documentation prescribed by the Connecticut Commissioner of Public Health.**

Personal attestation will not be accepted as an acceptable form of proof of a COVID vaccination.

Personnel

COVID-19 Staff Vaccination

Exemptions to COVID-19 Vaccination Requirement

1. Medical/Disability

District employees seeking to be excused from receiving the COVID-19 vaccination due to medical restrictions and/or a disability must submit a request in writing to the Superintendent or his or her designee, along with any supporting documentation as may be requested by the Administration. Such supporting documentation shall include a statement from a physician, physician's assistant or advanced practice registered nurse indicating that the administration of the COVID-19 vaccination is likely to be detrimental to the District employee's health.

The Superintendent or his or her designee shall engage in discussion with the employee and make an individualized assessment as to whether the employee (if unvaccinated) will expose others to the virus or otherwise pose a direct threat to safety and health of the school community, based upon the following considerations:

- the duration of the exposure to others;
- the nature and severity of the potential harm from exposure;
- the likelihood that this potential harm will occur; and
- the imminence of this potential harm.

If the Superintendent determines that the unvaccinated employee poses such a direct threat to the school community, the Superintendent will consider whether there are reasonable accommodations or mitigation efforts (absent undue hardship) that would eliminate or reduce the risk such that the unvaccinated employee will not pose a direct threat to others. Such measures may include but not be limited to greater isolation/social distancing and the use of enhanced personnel protective equipment, (for example, face shields worn in addition to masks), provided that they do not constitute an undue hardship to the District.

If the unvaccinated employee poses a direct threat that cannot be reduced to an acceptable level, the Superintendent may exclude the employee from physically entering any District schools or facilities. Such an employee may take, or be required to take, available leave pursuant to the terms of: 1. Any applicable collective bargaining agreement or individual contract of employment; 2. Any applicable Board policies, or; 3. Any applicable state or federal statutory provision such as the Americans with Disabilities Act ("ADA") or the Family and Medical Leave Act ("FMLA").

In making the above-described determinations, the Superintendent shall consult with local health authorities, and may consider the following factors, amongst others: 1. The general community (and workplace) spread of the virus; 2. The nature of the employee's worksite, including the risk of exposing students, fellow District employees or other school community members to the virus;

Personnel

COVID-19 Staff Vaccination

3. The prevalence in the workplace of District employees who have already received a COVID-19 vaccination and the amount of contact with third parties, whose vaccination status may be unknown, and; 4. The availability and likely effectiveness of preventative measures.

2. Religious Practice or Belief

District employees who assert that they are unable to receive a COVID-19 vaccination because of a sincerely held religious practice or belief, must submit a request in writing to the Superintendent, along with any supporting documentation as may be requested by the Administration.

The Superintendent or his or her designee shall engage in discussion with the employee and make an individualized assessment as to whether the employee (if unvaccinated) will expose others to the virus and thus pose a direct threat to the safety and health of the school community, based upon the factors described above.

If the Superintendent determines that the unvaccinated employee poses a direct threat to the school community, the Superintendent will consider whether there are reasonable accommodations or mitigation efforts (absent undue hardship, i.e., more than a *de minimis* cost or burden on the District) that would eliminate or reduce this risk so that the unvaccinated employee does not pose a direct threat to others. Such measures may include but are not limited to include greater isolation/social distancing and use of enhanced personnel protective equipment (for example, face shields in addition to masks), provided they do not impose an undue hardship on the District.

If the unvaccinated employee poses a direct threat that cannot be reduced to an acceptable level, the Superintendent may exclude the employee from physically entering the worksite. Such an employee may take, or be required to take, available leave pursuant to the terms of: 1. Any applicable collective bargaining agreement or individual contract of employment; 2. Any applicable Board policies, or; 3. Any applicable state or federal statutory provisions.

In making the above-described determinations, the Superintendent shall consult with local health authorities, and may consider the following factors, amongst others: 1. The general community (and workplace) spread of the virus; 2. The nature of the employee's worksite, including the risk of exposing students, fellow District employees or other school community members to the virus; 3. The prevalence in the workplace of District employees who have already received a COVID-19 vaccination and the amount of contact with third parties, whose vaccination status may be unknown, and; 4. The availability and likely effectiveness of preventative measures.

Personnel

COVID-19 Staff Vaccination

3. Weekly Testing

District employees who are not fully vaccinated by September 27, 2021, must obtain weekly testing for COVID-19 and present the results of such tests to the District. This requirement applies to District employees who are exempt from vaccination pursuant to the disability and religious practice or belief exemptions described above as well as any other District employees **who were hired prior to September 27, 2021 and who are not fully vaccinated by September 27, 2021. Pursuant to Executive Order 13G, employees hired on or after September 27, 2021 do not have a COVID-19 testing option unless they apply for and are approved for an exemption or have received the first dose of the vaccine but are not yet fully vaccinated.**

The procedures for submission of testing results shall be determined by the Superintendent or his or her designee. It shall be the responsibility of the District employee to obtain such testing at his or her cost. Employees are expected to obtain such testing outside of regular working hours. The New Milford Public Schools shall not pay for the costs associated with weekly COVID-19 testing.

Compliance and Discipline

District employees who fail to comply with the above provisions will not be permitted to report to work or to enter into any school building or District facility. In addition, failure to produce proof of vaccination or weekly testing results will render New Milford Public School employees ineligible for continued employment with the District. Accordingly, such employees may be subject to discipline, up to and including termination of employment. Any District employee who knowingly provides false or misleading information to the District regarding his or her vaccination status, eligibility or qualification to receive the vaccine, and/or in connection with a request for a reasonable accommodation, will be subject to discipline, up to and including termination of employment.

Confidentiality of Medical Information

District employee vaccination information, weekly testing results and other medical information will be kept confidential as required by law. The District will maintain the confidentiality of such information to the most reasonable extent possible, in compliance with applicable laws and regulations, including but not limited to the Americans with Disabilities Act and Title VII of the Civil Rights Act, as may be applicable. If necessary, medical information may be shared in limited circumstances and subject to appropriate controls to those persons who have a legitimate need to know including but not limited to District administration, first aid and safety personnel, and government officials, as required by law or other relevant guidance.

Personnel

COVID-19 Staff Vaccination

LEGAL REFERENCES

Governor Lamont's Executive Order # 13D~~GG~~, dated September 10 ~~August 19~~, 2021

Frequently Asked Questions Regarding Vaccinations for Covered Workers in Schools, Connecticut State Department of Education Guidance dated August 25, 2021

Jacobson v. Massachusetts, 197 U.S. 11 (1905)

What You Should Know About COVID-19 and the ADA, the Rehabilitation Act, and Other EEO Laws, Equal Employment Opportunity Commission (December 16, 2020)

42 U.S.C. 2000ff, Genetic Information Nondiscrimination Act of 2008

42 U.S.C. 2000e, *et seq.*, Title VII of the Civil Rights Act of 1964, as amended

42 U.S.C. 12101, *et seq.*, Americans with Disabilities Act of 1990, as amended

Cf. Connecticut General Statutes §10-210

Cf. Connecticut General Statutes §10-204a

Policy adopted:

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

**RECOMMENDED FOR REVISION AND
APPROVAL AT INITIAL BOARD PRESENTATION**

Language in **RED** constitutes an addition

COMMENTARY: Section 13 of Public Act 21-199 requires each district to establish (or update if necessary) a written policy concerning how grades are calculated and/or whether the grades are weighted. It specifically requires the district to state in the policy whether a grade in an honors class, advanced placement class, International Baccalaureate program, Cambridge International program, dual enrollment, dual credit or early college is or is not given added weight for purposes of calculating grade point average and determining class rank. The policy only references “honors” and “Advanced Placement” as these are the only listed type of courses currently offered per the New Milford High School Handbook.

The below suggested policy-language is based upon what is set forth in the New Milford High School Handbook.

6141.6(a)

Instruction

Weighted Grading for Advanced High School Courses

The High School uses a letter grading system and a course “weighting system.” The basis of the system is developed on a 4.0 scale, where each letter grade has a corresponding numeric value. All courses are used to determine a student’s grade point average (GPA). In addition to the GPA, all students have a Weighted GPA (WGPA). Courses designated as honors will be carry a +0.83 weight and those designated as Advanced Placement carry a +1.33 weight.

	Weight	+0.83	+1.33
	<u>College Prep</u>	<u>Honors</u>	<u>AP</u>
A+ 97-100	4.00	4.83	5.33
A 93 - 96	3.67	4.50	5.00
A- 90 - 92	3.33	4.17	4.67
B+ 87 - 89	3.00	3.83	4.33
B 83 - 86	2.67	3.50	4.00
B- 80 - 82	2.33	3.17	3.67
C+ 77 - 79	2.00	2.83	3.33
C 73 - 76	1.67	2.50	3.00
C- 70 - 72	1.33	2.17	2.67
D+ 67 - 69	1.00	1.83	2.33
D 65 -66	0.67	1.50	2.00
F Below 65	0.00	0.00	0.00

Instruction

Weighted Grading for Advanced High School Courses

The weighted grades in honors and Advanced Placement shall be used in calculating the grade point average. Students' transcripts will reflect their weighted GPAs.

The W GPA shall be used in determining class rank.

Legal Reference:

10-220g, Connecticut General Statute Section 10-220g, Policy on
Weighted Grading for Honors and Advanced Placement Classes
Public Act 21-199 An Act Concerning Various Revisions to the Statutes
Related to Education and Workforce Development

Policy adopted:

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

**New Milford Public Schools
Office of the Assistant Superintendent
Five-Year Curriculum Plan (2021-2026)**

Subject/Area	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Business & Practical Arts/ Technology	Basic Auto Cad Business Computer App. Arch. Drafting I Marketing II Projects Unlimited	Word Processing/Google Apps Computer Literacy Sports & Entertainment Business Law Marketing Work Program	Arch. Drafting II Arch. Drafting III Intro to Business Technology 6-8 Marketing I Accounting I Web Design II	Website Design I General Woodworking Adv. Auto CAD Machine Drafting Computer Science (SMS) AP Computer Science Principles Personal Finance II	Arch Drafting I Intro to Programming Personal Finance I Accounting II College AP Computer Science A
English/ Language Arts K-12	Writing & Research Workshop' AP Lang. & Composition Advance Video Production Sports Literature Graphic Novels Studies	Children's Literature CP/Honors Modern and Contemporary Poetry World Literature and Culture Divers Voices	Creative Writing Advanced Creative Writing Theater Workshop Science Fiction	Any not written 2021-2024 Journalism I Journalism II AP Lit and Composition	English I, II, III CP and Honors Literature and Media Studies Intro to Video Production Public Speaking

New Milford Public Schools

Office of the Assistant Superintendent

Five-Year Curriculum Plan (2021-2026)

Subject/Area	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Fine Arts K-12	K-2 Art 3-5 Art Grade 8 Art Grade 7 Art Grade 6 Art	Crafts Ceramics I Ceramics II Sculpture AP Studio Art Honors Studio Art	Portfolio Digital Photography Graphic Design	Advertising Art & Design Sculpture	Design Foundations I & II AP Art History Honors AP Art History
Library Media K-12			K-2 Library Media 3-5 Library Media 6-8 Library Media 9-12 Library Media		
Mathematics K-12	Practical Math Percent: Practical Math Statistics: Practical Math Measure: ' Practical Math Probability: Grades 6 Grade 7 Grade 8	Geometry CP Honors Geometry Algebra III Adv. Algebra & Trig. Introductory Geometry	Alg II CP Grades K-5 (grade level bands) Intro to Alg II Alg II Honors	Calculus Honors AP Calc AB AP Calc BC AP Statistics Pre-Calculus Honors Math SAT Prep	Pre Algebra Algebra I Honors Algebra I CP

New Milford Public Schools

Office of the Assistant Superintendent

Five-Year Curriculum Plan (2021-2026)

Subject/Area	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Music K-12	History of Am. Music Theater Music Appreciation Music Theory Elec. Music Tech. Orchestra Wind Ensemble Honors	Grades 3-5 Choral Grades 6-8 Choral Music	Grade 6-8 General Music Grade 9-12 Instr. Music	Grades K-2 Gen. Music Grades 3-5 Gen. Music	Advanced Chorus Grades 9-12 Chorus
Guidance PE Health K-12	PE I PE II PE III & IV K-2 PE 3-5 PE 6-8 PE		Health K-2 Health 3-5 EMT Medical Technology	All in grade bands Guidance 3-5 Guidance 6-8 Guidance 9-12 (grade bands)	Allied Health. Careers Health I Health II Health 6-8 Sports Medicine
Science K-12	Astronomy Biology CP Biology Honors AP Biology	AP Environmental Science AP Chemistry Exper. Chemistry CP Chemistry Chemistry Honors Introduction to Engineering Design (PLTW)	Ecology I Fall Ecology II Spring Physics CP & Honors AP Physics I AP Physics II Integrated Science CP & Honors	Digital Electronics (PLTW) Engineering Design & Development (PLTW) Principles of Engineering"(PLTW) Civil Engineering & Architecture (PLTW)	Anat./Phys Honors I Anat./Phys Honors II Forensic Science Plant Science I Plant Science II

New Milford Public Schools

Office of the Assistant Superintendent

Five-Year Curriculum Plan (2021-2026)

Subject/Area	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Social Studies K-12	AP US History World History Grade 9 Modern World History Grade 10 World History Honors	AP Government Russian Studies Honors Economics Civics CP AP Microeconomics AP Human Geography	AP Psychology Modern America	Grades K-2 Grades 3-5 Grades 6-8 Sociology Chinese Studies Honors Forensic Psychology AP World History	US History US History Honors Intellectual History Honors History Through Film Intro to Psychology Middle East Studies
World Languages 7-12	French II CP French II Honors French IV CP French IV Honors German II CP German II Honors Spanish II CP Spanish II Honors	French I CP German I CP Spanish I CP French 1a French 1b Spanish 1a Spanish 1b	AP French AP German AP Spanish	French IV CP French IV Honors German IV CP German IV Honors Spanish IV CP Spanish IV Honors	French III CP French III Honors German III CP German III Honors Spanish III CP Spanish III Honors

September 14, 2021

RE: Project: SNIS UST Removal
 Site: Sarah Noble Intermediate School – New Milford, CT
 BL Project No.: 2000752.00

DETAILED SCOPE LETTER FOR UST REMOVAL

1.01 PHASE 1 PROJECT DESCRIPTION

- A. Project Rationale: The existing 10,000-gal Underground Fuel Oil Storage Tank (UST) has exceeded its expected useful life. This UST is required to be removed to remain in compliance with DEEP regulations.
- B. Project Identification: The project consists of one (1) UST Removal at Sarah Noble Intermediate School (25 Sunny Valley Rd, New Milford, CT 06776).

Project Location: The project is located 25 Sunny Valley Rd, New Milford, CT 06776

Owner: Town of New Milford, CT

Engineer Identification: The Contract Documents, dated September 14, 2021, were prepared for the Project by BL Companies, 355 Research Parkway, Meriden, CT.

- B. Project Summary:
1. The existing UST will be excavated and removed. Soil samples will be taken to ensure there is no site contamination.
 2. The existing fuel oil lines shall be cleaned, flushed, and abandoned in place. Soil borings shall be taken along the path of fuel oil lines to ensure there is no site contamination.
 3. The excavated and removed soils/ equipment will be backfilled with clean soils, topsoil and seeded, and the site will be restored to match the existing conditions.
- C. Work Included: The scope of work for this project generally includes, but is not limited to, the following major elements:
1. Selective demolition: This work includes cutting pavement/ sidewalks/ concrete casements to allow for excavation of existing UST. UST shall be removed along with any associated appurtenances. Associated underground fuel oil piping, controls, and electrical wiring will be excavated and removed.

2. Off-site disposal of all removed materials: This work covers all materials demolished as well as any contaminated soils encountered. Disposal will be in accordance with DEEP requirements. Permits for transportation of hazardous materials will be required. All testing of soils will be done before the excavated area is backfilled.
3. Phasing of demolition to maintain heat to building during construction (in accordance with state law). Maintain owner access to the site during excavation and trenching work, providing temporary shoring and bridges as needed.
4. Cutting, patching, and site restoration work. All areas within the work area or affected by the work being performed shall be restored to match the existing conditions. This includes reseeding excavated areas, patching and paving all disturbed asphalt, patching, and repairing all disturbed sidewalks, and water sealing all penetrations into the buildings. This work applies to all projects.

D. Procurement Method: Competitive Bid

E. Description of Eligible Work: All work described herein is considered eligible.

F. Description of Ineligible Work: None

G. Alternates:

- a. Remove existing fuel oil lines from existing UST to building and from existing UST to existing generator. Hand digging will be required due to sub-surface utility congestion in this area.

H. Contingencies: There are no contingencies listed.

I. Escalation: There is no escalation listed.

J. Unit Prices:

- a. Excavating/ stockpiling/ management of contaminated soils, per cubic yard.
- b. Transportation and disposal of contaminated soils, per cubic yard.
- c. Additional clean fill, per cubic yard.

EDUCATIONAL SPECIFICATIONS

FORM SCG-1030

RE: Project: SNIS UST Removal
Site: Sarah Noble Intermediate School – New Milford, CT
BL Project No.: 2000752.00

RATIONALE FOR THE PROJECT

The existing 10,000-gal Underground Fuel Oil Storage Tank (UST) has exceeded its expected useful life. This UST is required to be removed to remain in compliance with DEEP regulations.

LONG RANGE EDUCATIONAL PLAN

N/A

LEARNING/EDUCATIONAL ACTIVITIES

N/A

ENROLLMENT DATA AND PROPOSED PROJECT CAPACITY

N/A

DETAILED DESCRIPTION (Including Specialized Equipment and Support Spaces)

The scope of work for this project generally includes, but is not limited to, the following major elements:

Selective demolition: This work includes cutting pavement/ sidewalks/ concrete casements to allow for excavation of existing UST. UST shall be removed along with any associated appurtenances. Associated underground fuel oil piping, controls, and electrical wiring will be excavated and removed.

Off-site disposal of all removed materials: This work covers all materials demolished as well as any contaminated soils encountered. Disposal will be in accordance with DEEP requirements.

Permits for transportation of hazardous materials will be required. All testing of soils will be done before the excavated area is backfilled.

Phasing of demolition to maintain heat to building during construction (in accordance with state law). Maintain owner access to the site during excavation and trenching work, providing temporary shoring and bridges as needed.

Cutting, patching, and site restoration work. All areas within the work area or affected by the work being performed shall be restored to match the existing conditions. This includes reseeding excavated areas, patching and paving all disturbed asphalt, patching, and repairing all disturbed sidewalks, and water sealing all penetrations into the buildings. This work applies to all projects.

BUILDING SYSTEMS

N/A

INTERIOR BUILDING ENVIRONMENT

N/A

SITE DEVELOPMENT

Cutting, patching, and site restoration work. All areas within the work area or affected by the work being performed shall be restored to match the existing conditions. This includes reseeding excavated areas, patching and paving all disturbed asphalt, patching, and repairing all disturbed sidewalks, and water sealing all penetrations into the buildings. This work applies to all projects.

CONSTRUCTION BONUS REQUESTS

N/A

COMMUNITY USES

N/A



Office of Fiscal Services & Operations
50 East Street
New Milford, Connecticut 06776

3A
Operations Subcommittee
September 2021

TO: Alisha DiCorpo, Superintendent
FROM: Anthony J. Giovannone, Director of Fiscal Services and Operations
Date: September 9, 2021
RE: Tuition Rates for 2021-2022

This is to advise you that the grade level tuition rates in the 2021/2022 school year for out of district students who wish to attend New Milford Schools has been calculated and the rates are as follows:

School	20/21 Tuition Rate	21/22 Tuition Rate	% Increase
New Milford High School	\$13,404	\$13,562	1.18%
Schaghticoke Middle School	\$11,565	\$11,703	1.19%
K-5 Schools	\$11,519	\$11,663	1.25%

Tuition rates are based on the 2021/2022 regular education costs and the projected enrollment levels at each school from when the budget was built. Costs for Special Education and transportation are excluded from the calculation. Please note: if an out of district child requires special education services based on an Individual Educational Plan, the costs for those services will be billed separately to the parents/guardians.

The revenue for this type of tuition goes to the Town and gets deposited in the MUNIS account 10470100-44801. The last 5 years of activity for this account is summarized in the below chart.

	16/17	17/18	18/19	19/20	20/21
Budget	\$0.00	\$0.00	\$20,000.00	\$20,000.00	\$40,000.00
Received	\$11,661.99	\$47,999.52	\$45,208.26	\$16,717.65	\$30,728.50
5 year average of revenue received	\$30,463.18				

The information above does not apply to Sherman students attending NMPS as there is a separate agreement in place with that district.

Sincerely,
Anthony J. Giovannone
Director of Fiscal Services and Operations

Memo

To: Alisha DiCorpo
From: Raymond Manka
Date: 8/25/2021
Re: Graduation date for the Class of 2022

Based on the current 2021-2022 school calendar, it is my recommendation that we set the date and time of graduation for the Class of 2022 as Saturday, June 11, 2022 at 2:00pm.

Once the Board of Education has approved this date, we will enter into a contract with the O'Neill Center at WCSU to hold the event there, as we have the past several years.

Reference Board Policy listed below:

*6111 Instruction
School Calendar*

The Board, in establishing a graduation date, may establish for any school year a firm graduation date which is no earlier than the one-hundred eighty-fifth day in the adopted school calendar. The graduation date may be modified, if necessary, after April first in any school year by the Board establishing a firm graduation date which, at the time of such establishment, provides for at least 180 days of school.



SERVICE RETAINER AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is made and entered into September 22, 2021 (the “Effective Date”) by and between Twin Lakes Consulting, LLC [“Twin Lakes”], a Connecticut limited liability company with an address at 85 Twin Lakes Road, Salisbury, Connecticut, 06068 and the New Milford Public Schools, a public school district [“District”]. Twin Lakes and the District are also sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Twin Lakes is in the business of providing financial management, consulting, and staffing services;

WHEREAS, the District wishes to secure the financial management, training, consulting, and staffing services of Twin Lakes in accordance with the terms and conditions of this Agreement and in accordance with the Student Data Terms of Service Addendum appended hereto;

NOW THEREFORE, in consideration of the foregoing, and the mutual undertakings and promises contained in this Agreement, the parties agree as follows:

1. **Term**: This Agreement shall commence on September 22, 2021 - December 22, 2021 and shall continue in full force and effect unless terminated pursuant to Paragraph Eight as set forth below.
2. **Services Provided**: The District hereby agrees to engage Twin Lakes to recruit, screen, interview, and assign its personnel to perform the financial management work described in Exhibit A as attached hereto, subject to the terms and conditions of this Agreement. In addition, Twin Lakes shall be responsible for the following services:
 - 2.1 Paying any Twin Lakes’ assigned personnel all applicable wages and providing them with any fringe benefits that Twin Lakes offers to them, if any. Paying, withholding, and transmitting payroll taxes; and handling any unemployment and workers’ compensation claims involving assigned personnel;
 - 2.2 Providing similarly qualified replacements in case any assigned personnel fails to satisfactorily perform the required services set out in Exhibit A.
 - 2.3 Complying with, and maintaining policies related to any employment, occupational, human rights, equal employment opportunity or similar laws, rules or regulations, whether Federal, State or Local;
 - 2.4 Requiring assigned personnel to sign a copy of the agreement attached hereto as Exhibit B acknowledging that they are not employed by the District, nor entitled to paid leave, holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by the District to its employees; and
 - 2.5 Requiring assigned personnel to sign a copy of the agreement attached hereto as Exhibit C acknowledging that they will review and abide by the District’s policies, regulations and work rules.



3. **Compensation:** The District agrees to pay Twin Lakes for the above services at the rate of \$75/hr as required service set out in Exhibit D.
4. **Qualifications of Staff.** Twin Lakes agrees to maintain and provide to the District proof of all necessary licenses and certifications for itself and its assigned personnel. Upon request, Twin Lakes shall supply proof of appropriate licensure or certification to the District. It is understood and agreed that nothing contained herein shall create or imply a guarantee as to any specific Twin Lakes' personnel being available to provide services to the District. All decisions as to which Twin Lakes' personnel shall provide services to the District shall be made at the District's sole discretion.
5. **Background Checks.** Twin Lakes shall be responsible for conducting and submitting to all employee background checks required by the District or by law, including national criminal history and Department of Children and Families child abuse and neglect registry records checks, and providing such information that may be required by Connecticut General Statutes §§10-221d and/or 10-222c. Failure to comply with these provisions will lead to the immediate termination of this Agreement
6. **Mandated Reporter Responsibilities.** In the event that any employee or agent of Twin Lakes knows or has reason to believe that a child has been or is being abused or neglected as that term is defined under the Connecticut General Statutes Section 46b-120 as amended from time to time, Twin Lakes will fulfill its responsibility to report such suspected abuse or neglect to the Department of Children and Families (DCF) as required by the applicable mandated reporter requirements, including but not limited to Section 17a-101a. Twin Lakes represents and warrants that it is aware of its obligations concerning mandated reporting of suspected child abuse and neglect.
7. **Capacity/Independent Contractor:** It is expressly agreed that Twin Lakes and any assigned Twin Lakes' personnel are acting in the capacity of an independent contractor and not as an employee of the District. Twin Lakes and the District acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
8. **Termination:** Twin Lakes, or the district, may terminate this Agreement for any reason upon providing (30) thirty days written notice.
9. **Student Data Privacy:** The Parties agree that all student records, student information and student generated content provided to Twin Lakes and/or accessed by Twin Lakes shall be provided and / or accessed in accordance with the Student Data Terms of Service Addendum attached hereto as Exhibit E.
10. **Educational Records.** During the course of providing services under the Agreement, Twin Lakes and its personnel may be provided with access to certain educational records and similar personally identifiable information. Twin Lakes and the District agree that Twin Lakes and any personnel utilized by it pursuant to this Agreement are deemed to be "school officials" for purposes of the Family Educational Rights and Privacy Act ("FERPA"). As such, a) confidential student information may be shared with Twin Lakes (and its personnel utilized pursuant to this Agreement)



only to the extent that the District determines that Twin Lakes has a legitimate educational interest in the student involved, and b) Twin Lakes (and its personnel, if applicable) shall be bound to protect the confidentiality of students and personally identifiable information consistent with the law.

11. **Insurance:** Twin Lakes shall obtain and maintain general liability coverage of at least \$500,000/\$1 million dollars aggregate. The District shall be added as an additional insured and Twin Lakes coverage shall be primary and non-contributory. Waiver of subrogation is required in favor of the district on all policies.
12. **Twin Lakes Personnel:** Twin Lakes shall bear sole responsibility for compensating or paying its personnel, whether they are employees or independent contractors of Twin Lakes. Twin Lakes shall pay and report all federal and state income tax withholding, and social security taxes applicable to its employees. In addition, Twin Lakes shall procure and maintain unemployment insurance and workers compensation insurance coverage sufficient to meet the statutory requirements of every state in which Twin Lakes' employees are providing Services for the District. Twin Lakes shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which its employees may be entitled. Twin Lakes agrees to defend, indemnify, and hold harmless District and its officers, directors, employees and agents, and the administrators of District's benefit plans, from and against any claims, liabilities, or expenses relating to such compensation, tax, insurance, or benefit matters.
- 13a. **Mutual Indemnification:** During the Term of this Agreement, each Party [the "Indemnifying Party"] agrees to indemnify and hold the other Party and its officers, directors, affiliates, subsidiaries, agents, and employees [collectively, the "Indemnified Party"] harmless from any loss or damage to person or property caused by the willful, reckless, or negligent acts or omissions of the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party shall not have a duty under this Agreement to indemnify and/or hold the Indemnified Party harmless from or against any claim or action for injuries or damage to person or property or any other damage or loss to the extent it was caused or is claimed to have been caused or contributed to in whole or in substantial part by the act or failure to act of the Indemnified Party.
- 13b **Publicity:** Twin Lakes agrees that the district, its schools, students and faculty may not be used in it marketing without the express written consent of the District.
14. **No Third-Party Beneficiaries:** Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, to the extent they are related in any way to the subject matter hereof. No agent or representative of either party hereto has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.



16. **Interpretation of Agreement.** All parties have participated fully in the negotiation and drafting of this Agreement. The Agreement has been prepared by all parties equally and is to be interpreted according to its terms. No inference shall be drawn that the Agreement was prepared by or is the product of any particular party or parties.
17. **Succession and Assignment.** This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party.
18. **Invalidity.** If any term or provision of this Agreement shall be invalid or unenforceable to any extent or application, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. **Notices** All notices, requests, demands, claims and other communications hereunder shall be addressed as follows (or to such other address as either party may designate by notice in accordance with the provisions of this Paragraph 20):

If to the District:

Alisha DiCorpo
Superintendent of Schools New Milford Public Schools
50 East Street
New Milford, CT 06776

If to Twin Lakes:

David Fiorillo
Twin Lakes Consulting, LLC
85 Twin Lakes Road
Salisbury, CT 06068

- All such notices shall be deemed duly given on: (a) the date of personal delivery; (b) the date of transmission by facsimile, provided that the transmission is confirmed by a dated electronic confirmation; (c) three (3) business days after the date of deposit in the U.S. mail; or (d) if given by overnight courier, one (1) business day after being deposited with such courier.
20. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to its conflicts of law rules.
 21. **Force Majeure:** In the event either Party is delayed or prevented from performing this Agreement (other than obligations to pay money) due to any cause beyond its reasonable control, including but not limited to, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, public health emergency, or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed.
 22. **Headings and Captions:** The headings and captions used herein are solely for the purpose of reference only and are not to be considered in connection with the construction or interpretation of this Agreement.



23. **Amendments and Waivers**: No amendment of any provisions of this Agreement will be valid unless the same will be in writing and signed by each party. The failure by either the District or Twin Lakes to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of any of its rights as set forth in the Agreement, at law or equity.
24. **Severability**: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
25. **Dispute Resolution**:
- 26.1 Intent. The intent of the Parties is to identify and resolve disputes promptly after any dispute arises. Before attempting to exercise any legal remedy, each Party agrees to follow the dispute resolution procedure described in this Section 26.
- 26.2 Procedure. In the event of a dispute between the Parties arising out of or related to the negotiation, execution or obligations set forth in this Agreement, each Party agrees to promptly engage in good faith negotiations between senior executives of each Party as well as their respective representatives, including but not necessarily limited to legal counsel, at a place mutually agreeable to both Parties. In the event that such matter remains unresolved upon the earlier of (i) the conclusion of the negotiations; or (ii) twenty (20) days following the start of such negotiations, the Parties may submit the dispute to arbitration in accordance with subsection 26.3 below.
- 26.3 Arbitration. Any controversy or claim arising out of or relating to the negotiation, execution or obligations set forth in this Agreement, or the breach thereof, shall be settled by arbitration in Danbury, Connecticut administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 26.4 Prevailing Party. If a Party prevails against another Party regarding any claim arising from or related to the negotiation, execution or obligations set forth in this Agreement, then the non-prevailing Party shall reimburse the prevailing Party for costs, expenses, and attorneys' fees reasonably incurred by the prevailing Party regarding such claim.
27. **Counterpart Execution**: This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.



[SIGNATURE PAGE FOLLOWS]

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.

Twin Lakes Consulting, LLC

Dated: _____ By _____ Its:
Duly Authorized

New Milford Public Schools

Dated: _____ By _____ Its:
Duly Authorized



EXHIBIT A

Scope of Services:

Up to 15 hours a week in support of the school information system (PowerSchool) for a period of three months. The position will support critical PowerSchool and communication system needs. Contractor will work on an approved project plan as agreed upon by the Technology Director.



EXHIBIT B

Assigned Twin Lakes' Personnel Agreement and Waiver

In consideration of my assignment to the New Milford Public Schools (the "District") by Twin Lakes Consulting, LLC ("Twin Lakes"), I agree that I am solely an employee of Twin Lakes for all purposes, including benefits plan purposes and that I am eligible only for such benefits as Twin Lakes may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by the District to any of its direct employees, regardless of the length of my assignment to the District by Twin Lakes and regardless of whether I am held to be a common-law employee of the District for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

ASSIGNED TWIN LAKES' WITNESS EMPLOYEE

_____ Signature

_____ Printed Name

_____ Date



EXHIBIT C

Assigned Twin Lakes' Employee Acknowledgement

In consideration of my assignment to New Milford School District (the "District") by Twin Lakes Consulting, LLC ("Twin Lakes"), I agree that I will review and abide by all District policies, regulations and work rules.

I understand that the District shall have the maximum discretion permitted by law to interpret, administer, change, modify or delete its policies, regulations and work rules at any time. No statement or representation by a supervisor or other manager, whether oral or written, can supplement or modify such policies, regulations and work rules. I also understand that any delay or failure by the District to enforce any work policy or rule will not constitute a waiver of the District's right to do so in the future.

I understand that neither the District's policies, regulations or work rules, nor any other communication by a management representative, whether oral or written, is intended to, in any way, create a contract of employment. I am solely an employee of Twin Lakes for all purposes and I understand and agree that I am not an employee of the District.

ASSIGNED TWIN LAKES' WITNESS EMPLOYEE

_____ Signature

_____ Printed Name

_____ Date



EXHIBIT D

Job Duties

The position will support critical PowerSchool and communication system needs. Contractor will work on an approved project plan as agreed upon by the Technology Director.



EXHIBIT E

STUDENT DATA TERMS OF SERVICE ADDENDUM

For the purposes of this Agreement, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising” shall be as defined by Conn. Gen. Stat. § 10-234aa:

1. All student records, student information, and student-generated content (collectively, “student data”) provided or accessed pursuant to the contract are not the property of, or under the control of Twin Lakes.
2. The District shall have access to and the ability to delete student data in the possession of Twin Lakes except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by Twin Lakes. The District 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. The District may request the deletion of student data by written notice to Twin Lakes as set forth in Paragraph 20 of the Parties’ Agreement.
3. Twin Lakes shall not use student data for any purposes other than those authorized pursuant to the Parties’ Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. He or she may do so by contacting the District’s administration which shall then contact Twin Lakes to arrange a meeting in which the student, parent or legal guardian may review such personally identifiable information contained in student data and correct any erroneous information.
5. Twin Lakes shall take actions designed to ensure the security and confidentiality of student data.
6. Twin Lakes will notify the District, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps: immediate telephone call and email correspondence to the District’s superintendent of schools that notifies the superintendent of the unauthorized release, disclosure or acquisition of such data.
7. Student data shall not be retained or available to Twin Lakes upon expiration of the contract between Twin Lakes and the District, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with Twin Lakes after the expiration of such contract for the purpose of storing student-generated content.



8. Twin Lakes and the District shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The laws of the State of Connecticut shall govern the rights and duties of Twin Lakes and the District.
10. 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 other Connecticut Commission for Educational Technology Version 1.0 provisions or applications of the contract which can be given effect without the invalid provision or application.
11. Twin Lakes acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is made and entered into effective as of January 19, 2021 (the “Effective Date”) by and between Myke Foo Media, a Connecticut limited liability company with an address at 27 Main Street, Studio 8, New Milford, Connecticut, 06776 and the New Milford Public Schools, a public school district with an address at 50 East Street, New Milford, CT 06776 [“District”]. Myke Foo Media and District are also sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Myke Foo Media is in the business of providing motion picture and video production services; and

WHEREAS, the District wishes to secure the motion picture and video production services of Myke Foo Media in accordance with the terms and conditions of this Agreement and in accordance with the Student Data Terms of Service Addendum appended hereto;

NOW THEREFORE, in consideration of the foregoing, and the mutual undertakings and promises contained in this Agreement, the parties agree as follows:

1. **Term**: Myke Foo Media’s services under this Agreement shall commence on July 1, 2021 and shall, unless terminated earlier in accordance with the terms set forth below, expire on June 30, 2022. Nothing herein shall prohibit the Parties from extending the term of this Agreement prior to its expiration on mutually agreeable terms and conditions, all of which must be set forth in a separate document and signed by the Parties.
2. **Services Provided**: The District hereby agrees to engage Myke Foo Media to provide the District with services (the “Services”) consisting of recording and live-streaming (via Zoom and YouTube Live) New Milford Board of Education full-Board and subcommittee meetings as well as budget discussions.
3. **Compensation**: The District agrees to pay Myke Foo Media for the above services at the rate of \$250 for any day on which a full Board of Education meeting, Board subcommittee meeting or budget discussion is held. This \$250 rate shall not increase if more than one Board or subcommittee meeting is held on the same day.
4. **Capacity/Independent Contractor**: It is expressly agreed that Myke Foo Media is acting as an independent contractor and not as an employee of the District in providing the Services under this Agreement. Myke Foo Media and the District acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
5. **Termination**: Either party may terminate this Agreement for any reason upon written notice to the other party. In the event that the District fails to pay fees as required pursuant to Section 3 above, Myke Foo Media may terminate this Agreement immediately upon

notice to the District if such breach of the Agreement remains uncured after thirty (30) days following the delivery of written notice of the breach to the District by Myke Foo Media.

6. **Student Data Privacy:** The Parties agree that all student records, student information and student-generated content provided to Myke Foo Media and/or accessed by Myke Foo Media shall be provided and/or accessed in accordance with the attached Student Data Terms of Service Addendum.
7. **Content Sharing:** Myke Foo Media shall not share, broadcast or otherwise disseminate any video or other content captured by Myke Foo Media pursuant to this Agreement without first obtaining the express, written consent of the District.
8. **Representations:** Myke Foo Media shall not represent to any third party that it is authorized to speak or communicate on behalf of the District without first obtaining the express, written consent of the District.
9. **Intellectual Property:** Myke Foo Media acknowledges and agrees to assign to the District (or to any third party at the District's election), and hereby assigns to the District, all of Myke Foo Media's right, title and interest in and to all intellectual property including, without limitation, copyrights, patents and trademarks, and all applications and registrations for copyrights, patents and trademarks that may arise from content recorded, broadcast or held by Myke Foo Media pursuant to the Services provided to the District under this Agreement.
10. **Retention and Deletion of Footage:** Myke Foo Media shall retain all raw footage collected in connection with the performance of the services for a period of thirty (30) days. At the conclusion of such thirty (30) day period Myke Foo Media shall delete and/or otherwise destroy such raw footage. At its sole discretion the District may accelerate the time period for Myke Foo Media's deletion of raw footage upon written notice to Myke Foo Media as provided for in this Agreement.
11. **Insurance:** Myke Foo Media shall obtain and maintain general liability coverage of at least \$500,000/\$1 million dollars aggregate. The District shall be added as an additional insured and Myke Foo Media's coverage shall be primary and non-contributory. Waiver of subrogation is required in favor of the district on all policies.
12. **Myke Foo Media Personnel:** Myke Foo Media shall bear sole responsibility for compensating or paying its personnel, whether they are employees or independent contractors of Myke Foo Media. Myke Foo Media shall pay and report all federal and state income tax withholding, and social security taxes applicable to its employees. In addition, Myke Foo Media shall procure and maintain unemployment insurance and workers compensation insurance coverage sufficient to meet the statutory requirements of every state in which Myke Foo Media's employees are providing Services for the District. Myke Foo Media shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which its employees may be entitled. Myke Foo Media agrees to defend, indemnify, and hold harmless District and its

officers, directors, employees and agents, and the administrators of District's benefit plans, from and against any claims, liabilities, or expenses relating to such compensation, tax, insurance, or benefit matters.

13. **Publicity**: Myke Foo Media agrees that the District, its schools, students and faculty may not be used in any marketing efforts without the express written consent of the District.
14. **Mutual Indemnification**: During the Term of this Agreement, each Party [the "Indemnifying Party"] agrees to indemnify and hold the other Party and its officers, directors, affiliates, subsidiaries, agents, and employees [collectively, the "Indemnified Party"] harmless from any loss or damage to person or property caused by the willful, reckless, or negligent acts or omissions of the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party shall not have a duty under this Agreement to indemnify and/or hold the Indemnified Party harmless from or against any claim or action for injuries or damage to person or property or any other damage or loss to the extent it was caused or is claimed to have been caused or contributed to in whole or in substantial part by the act or failure to act of the Indemnified Party.
15. **No Third-Party Beneficiaries**: Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.
16. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, to the extent they are related in any way to the subject matter hereof. No agent or representative of either party hereto has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.
17. **Interpretation of Agreement**. All parties have participated fully in the negotiation and drafting of this Agreement. The Agreement has been prepared by all parties equally and is to be interpreted according to its terms. No inference shall be drawn that the Agreement was prepared by or is the product of any particular party or parties.
18. **Succession and Assignment**. This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party.
19. **Invalidity**. If any term or provision of this Agreement shall be invalid or unenforceable to any extent or application, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Notices** All notices, requests, demands, claims and other communications hereunder shall be addressed as follows (or to such other address as either party may designate by notice in accordance with the provisions of this Section 19):

If to the District: Alisha DiCorpo
Superintendent of Schools
New Milford Public Schools
50 East Street
New Milford, CT 06776

If to Myke Foo Media: Michael Fuhman
Myke Foo Media, LLC
27 Main Street
Studio 8
New Milford, CT 06776

All such notices shall be deemed duly given on: (a) the date of personal delivery; (b) the date of transmission by facsimile, provided that the transmission is confirmed by a dated electronic confirmation; (c) three (3) business days after the date of deposit in the U.S. mail; or (d) if given by overnight courier, one (1) business day after being deposited with such courier.

21. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to its conflicts of law rules.
22. **Force Majeure:** In the event either Party is delayed or prevented from performing this Agreement (other than obligations to pay money) due to any cause beyond its reasonable control, including but not limited to, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, public health emergency, or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed.
23. **Headings and Captions:** The headings and captions used herein are solely for the purpose of reference only and are not to be considered in connection with the construction or interpretation of this Agreement.
24. **Amendments and Waivers:** No amendment of any provisions of this Agreement will be valid unless the same will be in writing and signed by each party. The failure by either the District or Myke Foo Media to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of any of its rights as set forth in the Agreement, at law or equity.
25. **Severability:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and

the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

26. Dispute Resolution:

26.1 Intent. The intent of the Parties is to identify and resolve disputes promptly after any dispute arises. Before attempting to exercise any legal remedy, each Party agrees to follow the dispute resolution procedure described in this Section 26.

26.2 Procedure. In the event of a dispute between the Parties arising out of or related to the negotiation, execution or obligations set forth in this Agreement, each Party agrees to promptly engage in good faith negotiations between senior executives of each Party as well as their respective representatives, including but not necessarily limited to legal counsel, at a place mutually agreeable to both Parties. In the event that such matter remains unresolved upon the earlier of (i) the conclusion of the negotiations; or (ii) twenty (20) days following the start of such negotiations, the Parties may submit the dispute to arbitration in accordance with subsection 26.3 below.

26.3 Arbitration. Any controversy or claim arising out of or relating to the negotiation, execution or obligations set forth in this Agreement, or the breach thereof, shall be settled by arbitration in Danbury, Connecticut administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

26.4 Prevailing Party. If a Party prevails against another Party regarding any claim arising from or related to the negotiation, execution or obligations set forth in this Agreement, then the non-prevailing Party shall reimburse the prevailing Party for costs, expenses, and attorneys' fees reasonably incurred by the prevailing Party regarding such claim.

27. **Counterpart Execution:** This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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.

Myke Foo Media, LLC

Dated: September 13, 2021

By _____

Michael Furhman

Its: Owner / Executive Producer

Duly Authorized

New Milford Board of Education

Dated: September 22, 2021

By _____

Alisha DiCorpo

Its: Superintendent

Duly Authorized

STUDENT DATA TERMS OF SERVICE ADDENDUM

For the purposes of this Agreement, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising” shall be as defined by Conn. Gen. Stat. § 10-234aa:

1. All student records, student information, and student-generated content (collectively, “student data”) provided or accessed pursuant to the contract are not the property of, or under the control of Myke Foo Media.
2. The District shall have access to and the ability to delete student data in the possession of Myke Foo Media except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by Myke Foo Media. The District 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. The District may request the deletion of student data by written notice to Myke Foo Media as set forth in Paragraph 20 of the Parties’ Agreement.
3. Myke Foo Media shall not use student data for any purposes other than those authorized pursuant to the Parties’ Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. He or she may do so by contacting the District’s administration which shall then contact Myke Foo Media to arrange a meeting in which the student, parent or legal guardian may review such personally identifiable information contained in student data and correct any erroneous information.
5. Myke Foo Media shall take actions designed to ensure the security and confidentiality of student data.
6. Myke Foo Media will notify the District, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps: immediate telephone call and email correspondence to the District’s superintendent of schools that notifies the superintendent of the unauthorized release, disclosure or acquisition of such data.
7. Student data shall not be retained or available to Myke Foo Media upon expiration of the contract between Myke Foo Media and the District, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic

account with Myke Foo Media after the expiration of such contract for the purpose of storing student-generated content.

8. Myke Foo Media and the District shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The laws of the State of Connecticut shall govern the rights and duties of Myke Foo Media and the District.
10. 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 other Connecticut Commission for Educational Technology Version 1.0 provisions or applications of the contract which can be given effect without the invalid provision or application.
11. Myke Foo Media acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
12. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

NEW MILFORD PUBLIC SCHOOLS

EXHIBIT A

Regular Meeting of the Board of Education
New Milford, Connecticut

September 21, 2021

**as of September 17, 2021

***as of September 21, 2021

ACTION ITEMS

A. Personnel

1. **CERTIFIED STAFF**

a. **RESIGNATIONS**

- | | |
|--|--------------------|
| 1. Mrs. Jane Danish , School Counselor, Sarah Noble Intermediate School effective September 24, 2021. | Took job elsewhere |
| 2. ***Dr. Christopher Longo , Principal, Schaghticoke Middle School effective on or about October 15, 2021. | Took job elsewhere |
| 3. Mrs. Candice Schiesel , Social Studies Teacher, New Milford High School effective September 28, 2021. | Took job elsewhere |

2. **CERTIFIED STAFF**

b. **NON-RENEWALS**

1. None

3. **CERTIFIED STAFF**

c. **APPOINTMENTS**

- | | |
|---|--|
| 1. Mrs. Michelli Anatolio , School Social Worker, Hill & Plain School / Northville Elementary School effective August 25, 2021.
2021-2022 Salary – \$54,843 (Step 1 Masters), pro-rated to start date | <i>Education History:</i>
BS: WCSU
Major: Social Work
MS: Sacred Heart University
Major: Social Work

<i>Work Experience:</i>
1 yr. Danbury Youth Services

Rep: J. Morin |
| 2. Ms. Stephanie Delaurentiis , Part time (.50) EXCEL Special Education Teacher, Hill and Plain School effective August 25, 2021.
2021-2022 Salary – \$29,905 (50% of \$59,809) (Step 5 Masters), pro-rated to start date | <i>Education History:</i>
BA: CUNY, Lehman College
Major: English Literature
MS: CUNY, Lehman College
Major: Special Education & Early Childhood Education

<i>Work Experience:</i>
4 yrs. Bronx NY

Rep: J. Loormann |

- | | |
|---|--|
| <p>3. Mr. Daniel Delia, Enrichment Teacher, Sarah Noble Intermediate School effective date to be determined.
2021-2022 Salary – \$79,399 (Step 12 Masters), pro-rated to start date</p> | <p><i>Education History:</i>
BS: Syracuse University
Major: CPA Accounting
MA: Sacred Heart University
Major: Elementary Education</p> <p><i>Work Experience:</i>
3 yrs. Salisbury Schools
8 yrs. Cromwell Schools</p> <p>Rep: L. Santoro</p> |
| <p>4. Mrs. Mary Anne Furfaro, Special Education Teacher, New Milford High School effective September 20, 2021.
2021-2022 Salary – \$71,954 (Step 10 Masters), pro-rated to start date</p> | <p><i>Education History:</i>
BA: Hamilton College
Major: Government
MS: Manhattanville College
Major: Childhood & Special Education</p> <p><i>Work Experience:</i>
6 yrs. NMPS
2 yrs. Bedford NY</p> <p>Rep: S. Fletcher</p> |
| <p>5. Mr. Nicholas Manciero, Math Teacher/Department Chair, New Milford High School effective August 20, 2021.
2021-2022 Salary – \$87,327 (Step 13 Sixth Year)
plus \$4,299 Math Department Chair stipend</p> | <p><i>Education History:</i>
BA: UCONN
Major: Mathematics
MA: Sacred Heart University
Major: Educational Technology
6th Yr.: Sacred Heart University
Major: Educational Technology</p> <p><i>Work Experience:</i>
2 yrs. New Haven
3 yrs. Fairfield Schools
3 yrs. Stratford Schools</p> <p>Rep: J. Perlman</p> |
| <p>6. Ms. Morgan Roberts, Part time School Counselor, Sarah Noble Intermediate School effective August 20, 2021.
2021-2022 Salary – \$27,421(50% of \$54,843) (Step 1 Masters)</p> | <p><i>Education History:</i>
BA: Tulane University
Major: Psychology
MA: NYU
Major: School Counseling</p> <p><i>Work Experience:</i>
Intern Newtown Schools</p> <p>New budgeted</p> |
| <p>7. Mr. Michael Tessier, English Teacher, Schaghticoke Middle School effective September 8, 2021.
2021-2022 Salary – \$73,315 (Step 1 Bachelors +30), pro-rated to start date</p> | <p><i>Education History:</i>
BA: San Jose State University
Major: Radio/Television/Film
National University - English
Teaching Credential</p> <p><i>Work Experience:</i>
14 yrs. California Schools
4 yrs. EdAdvance</p> <p>Rep: L. Messina</p> |

<p>8. Mr. Christopher Testani, Math/Literacy Interventionist, Northville Elementary School effective August 20, 2021. 2021-2022 Salary – \$61,171 (Step 4 Sixth Year)</p>	<p><i>Education History:</i> BS: Sacred Heart University Major: Psychology MS: University of Bridgeport Major: Education 6th Yr.: University of Bridgeport Major: Educational Leadership</p> <p><i>Work Experience:</i> 5 yrs. Shelton Schools</p> <p>New Budgeted – ESSER II Grant</p>
<p>4. MISCELLANEOUS STAFF a. RESIGNATIONS 1. None</p>	
<p>5. MISCELLANEOUS STAFF b. APPOINTMENTS 1. None</p>	
<p>6. NON-CERTIFIED STAFF AND LICENSED STAFF a. RESIGNATIONS</p>	
<p>1. Mrs. Rebecca Appleby, Paraeducator, Hill and Plain School effective August 20, 2021.</p>	<p>Personal Reasons</p>
<p>2. Mrs. Kathleen Calabrese, Food Service Worker, New Milford High School effective August 16, 2021.</p>	<p>Retirement</p>
<p>3. Mrs. Sandra Cipolla, General Food Services Worker, Northville Elementary School effective August 23, 2021.</p>	<p>Retirement</p>
<p>4. Mrs. Keeley Rossi, Paraeducator, Sarah Noble Intermediate School effective August 20, 2021.</p>	<p>Took position elsewhere</p>
<p>5. **Mrs. Kathleen Sanders, Accounting Manager, Central Office effective September 30, 2021.</p>	<p>Retirement</p>
<p>7. NON-CERTIFIED AND LICENSED STAFF b. APPOINTMENTS</p>	
<p>1. Ms. Priya Abraham, Paraeducator, Sarah Noble Intermediate School effective October 5, pending passing of Para Pro Assessment.</p>	<p>\$15.06 per hour - Hire Rate \$16.64 per hour – Job Rate (after completion of probationary period) 7 hours per day/5 days per week</p>
<p></p>	<p>Rep. K. Rossi</p>
<p>2. Mrs. Jennifer Burns, General Worker for Food Services, New Milford High School effective August 23, 2021.</p>	<p>\$13.11 per hour - Hire Rate 4 hours per day/5 days per week</p> <p>Rep. S. Coniglio</p>

3. Ms. Melissa Buturla , Paraeducator, Sarah Noble Intermediate School effective August 23, 2021.	\$15.06 per hour - Hire Rate \$16.64 per hour – Job Rate (after completion of probationary period) 7 hours per day/5 days per week Rep. S. Morris
4. Ms. Elizabeth DePalma , Paraeducator, Sarah Noble Intermediate School effective August 23, 2021.	\$15.06 per hour - Hire Rate \$16.64 per hour – Job Rate (after completion of probationary period) 7 hours per day/5 days per week Rep. L. Lyons
5. Mrs. Paula Durr , Tutor, Sarah Noble Intermediate School effective September 13, 2021.	<i>Education History:</i> BA: Geneva College Major: English \$16.00 per hour
6. Mr. David Flynn , Paraeducator, Schaghticoke Middle School effective August 25, 2021.	\$15.06 per hour - Hire Rate \$16.64 per hour – Job Rate (after completion of probationary period) 7 hours per day/5 days per week Rep. M. McNulty
7. Mr. Richard Grudzwick , Part time Paraeducator, Sarah Noble Intermediate School effective September 8, 2021.	\$15.06 per hour - Hire Rate \$16.64 per hour – Job Rate (after completion of probationary period) 3.5 hours per day/5 days per week Rep. L. Gaudreau
8. Ms. Kristin Mars , Tutor for STEP Program, Schaghticoke Middle School effective August 25, 2021.	<i>Education History:</i> BA: University of Maryland Major: Psychology MS: College of New Rochelle Major: Special Education \$36.41 per hour
9. Mrs. Ann Plude , General Worker for Food Services, Sarah Noble Intermediate School effective August 27, 2021.	13.11 per hour - Hire Rate 3 hours per day/5 days per week Rep. M. Bernardi
10. Mrs. Colleen Romano , Tutor, New Milford High School effective August 25, 2021.	<i>Education History:</i> BS: Edinboro University Major: Elementary Education MED Antioch New England Major: Education \$16.00 per hour
11. ***Mrs. Cheryl Sarli , Part time Paraeducator, Northville Elementary School effective October 22, 2021.	\$15.06 per hour - Hire Rate \$16.64 per hour – Job Rate (after completion of probationary period) 3.5 hours per day/5 days per week Rep. J. Morfea

- 12. Mrs. Shayna Silvestri**, Board Certified Behavioral Analyst (BCBA), Grades 6-12 effective September 27, 2021.
2021-2022 Salary – \$76,000, pro-rated to start date.

Education History:
BS: Springfield College
Major: Communication Disorders
MS: St. Joseph College
Major: Autism & Applied Behavior Analysis

New budgeted

- 13. Mrs. Suzanne Woodage**, Paraeducator, New Milford High School effective August 25, 2021.

\$15.06 per hour - Hire Rate
\$16.64 per hour – Job Rate
(after completion of probationary period)
7 hours per day/5 days per week

Rep. K. Post

8. ADULT EDUCATION STAFF

a. RESIGNATIONS

1. None

9. ADULT EDUCATION STAFF

b. APPOINTMENTS

1. **Mrs. Catherine Hackett**, Adult Education Mandated Teacher, Adult Education Program effective September 8, 2021.

Hourly rate: \$36.41

Education History:
BA: John Jay College
Major: Sociology
MS: SCSU
Major: Special Education

10. BAND STAFF

a. RESIGNATIONS

1. None currently

11. BAND STAFF

b. APPOINTMENTS

1. None

12. COACHING STAFF

a. RESIGNATIONS

1. None

13. COACHING STAFF

b. APPOINTMENTS

1. **Ms. Tricia Blood**, Girls' Interscholastic Field Hockey Coach, Schaghticoke Middle School effective September 15, 2021.
2. **Ms. Tricia Blood**, Girls' Intramural Field Hockey Coach, Schaghticoke Middle School effective September 15, 2021.

2021-2022 stipend: \$1985

Current staff member

2021-2022 stipend: \$992

Current staff member

3. Mrs. Daniella Brooks, Girls' and Boys' Intramural Fitness Coach, Schaghticoke Middle School effective September 13, 2021.	2021-2022 stipend: \$1985 Current staff member
4. Mr. Rob Hibbard, Girls' and Boys' Interscholastic and Intramural Sports Coordinator, Schaghticoke Middle School effective September 15, 2021.	2021-2022 stipend: \$4468 Current staff member
5. Mr. Rob Hibbard, Girls' and Boys' Grade 6 Intramural Flag Football Coach, Schaghticoke Middle School effective October 15, 2021.	2021-2022 stipend: \$992 Current staff member
6. Mr. Rob Hibbard, Boys' Interscholastic Soccer Coach, Schaghticoke Middle School effective September 15, 2021.	2021-2022 stipend: \$1985 Current staff member
7. Mr. Rob Hibbard, Boys' Intramural Soccer Coach, Schaghticoke Middle School effective September 15, 2021.	2021-2022 stipend: \$992 Current staff member
8. Mrs. Theresa McGuinness, Girls' Interscholastic Cross Country Coach, Schaghticoke Middle School effective September 15, 2021.	2021-2022 stipend: \$1985 Current staff member
9. Mr. David Mumma, Girls' and Boys' Intramural Fitness Coach, Schaghticoke Middle School effective September 13, 2021.	2021-2022 stipend: \$1985 Current staff member
10. Mr. Matt Wall, Boys' Interscholastic Cross Country Coach, Schaghticoke Middle School effective September 15, 2021.	2021-2022 stipend: \$1985 Current staff member
11. Mr. Matt Wall, Girls' Intramural Grades 7 & 8 Flag Football Coach, Schaghticoke Middle School effective October 15, 2021.	2021-2022 stipend: \$992 Current staff member

14. LEAVES OF ABSENCE

- 1. None**

NEW MILFORD PUBLIC SCHOOLS

EXHIBIT A

Regular Meeting of the Board of Education
New Milford, Connecticut

September 21, 2021

**as of September 17, 2021

ACTION ITEMS

A. Personnel

1. CERTIFIED STAFF

a. RESIGNATIONS

1. **Mrs. Jane Danish**, School Counselor, Sarah Noble Intermediate School effective September 24, 2021.

Took job elsewhere

2. **Mrs. Candice Schiesel**, Social Studies Teacher, New Milford High School effective September 28, 2021.

Took job elsewhere

2. CERTIFIED STAFF

b. NON-RENEWALS

1. None

3. CERTIFIED STAFF

c. APPOINTMENTS

1. **Mrs. Michelli Anatolio**, School Social Worker, Hill & Plain School / Northville Elementary School effective August 25, 2021.
2021-2022 Salary – \$54,843 (Step 1 Masters), pro-rated to start date

Education History:
BS: WCSU
Major: Social Work
MS: Sacred Heart University
Major: Social Work

Work Experience:
1 yr. Danbury Youth Services

Rep: J. Morin

2. **Ms. Stephanie Delaurentiis**, Part time (.50) EXCEL Special Education Teacher, Hill and Plain School effective August 25, 2021.
2021-2022 Salary – \$29,905 (50% of \$59,809) (Step 5 Masters), pro-rated to start date

Education History:
BA: CUNY, Lehman College
Major: English Literature
MS: CUNY, Lehman College
Major: Special Education & Early Childhood Education

Work Experience:
4 yrs. Bronx NY

Rep: J. Loormann

3. **Mr. Daniel Delia**, Enrichment Teacher, Sarah Noble Intermediate School effective date to be determined.
2021-2022 Salary – \$79,399 (Step 12 Masters), pro-rated to start date

Education History:
BS: Syracuse University
Major: CPA Accounting
MA: Sacred Heart University
Major: Elementary Education

Work Experience:
3 yrs. Salisbury Schools
8 yrs. Cromwell Schools

Rep: L. Santoro

- | | |
|---|--|
| <p>4. Mrs. Mary Anne Furfaro, Special Education Teacher, New Milford High School effective September 20, 2021.
2021-2022 Salary – \$71,954 (Step 10 Masters), pro-rated to start date</p> | <p><i>Education History:</i>
BA: Hamilton College
Major: Government
MS: Manhattanville College
Major: Childhood & Special Education</p> <p><i>Work Experience:</i>
6 yrs. NMPS
2 yrs. Bedford NY</p> <p>Rep: S. Fletcher</p> |
| <p>5. Mr. Nicholas Manciero, Math Teacher/Department Chair, New Milford High School effective August 20, 2021.
2021-2022 Salary – \$87,327 (Step 13 Sixth Year) plus \$4,299 Math Department Chair stipend</p> | <p><i>Education History:</i>
BA: UCONN
Major: Mathematics
MA: Sacred Heart University
Major: Educational Technology
6th Yr.: Sacred Heart University
Major: Educational Technology</p> <p><i>Work Experience:</i>
2 yrs. New Haven
3 yrs. Fairfield Schools
3 yrs. Stratford Schools</p> <p>Rep: J. Perlman</p> |
| <p>6. Ms. Morgan Roberts, Part time School Counselor, Sarah Noble Intermediate School effective August 20, 2021.
2021-2022 Salary – \$27,421(50% of \$54,843) (Step 1 Masters)</p> | <p><i>Education History:</i>
BA: Tulane University
Major: Psychology
MA: NYU
Major: School Counseling</p> <p><i>Work Experience:</i>
Intern Newtown Schools</p> <p>New budgeted</p> |
| <p>7. Mr. Michael Tessier, English Teacher, Schaghticoke Middle School effective September 8, 2021.
2021-2022 Salary – \$73,315 (Step 1 Bachelors +30), pro-rated to start date</p> | <p><i>Education History:</i>
BA: San Jose State University
Major: Radio/Television/Film
National University - English
Teaching Credential</p> <p><i>Work Experience:</i>
14 yrs. California Schools
4 yrs. EdAdvance</p> <p>Rep: L. Messina</p> |
| <p>8. Mr. Christopher Testani, Math/Literacy Interventionist, Northville Elementary School effective August 20, 2021.
2021-2022 Salary – \$61,171 (Step 4 Sixth Year)</p> | <p><i>Education History:</i>
BS: Sacred Heart University
Major: Psychology
MS: University of Bridgeport
Major: Education
6th Yr.: University of Bridgeport
Major: Educational Leadership</p> <p><i>Work Experience:</i>
5 yrs. Shelton Schools</p> <p>New Budgeted – ESSER II Grant</p> |

4. MISCELLANEOUS STAFF

a. RESIGNATIONS

1. None

5. MISCELLANEOUS STAFF

b. APPOINTMENTS

1. None

6. NON-CERTIFIED STAFF AND LICENSED STAFF

a. RESIGNATIONS

- | | |
|---|-------------------------|
| 1. Mrs. Rebecca Appleby , Paraeducator, Hill and Plain School effective August 20, 2021. | Personal Reasons |
| 2. Mrs. Kathleen Calabrese , Food Service Worker, New Milford High School effective August 16, 2021. | Retirement |
| 3. Mrs. Sandra Cipolla , General Food Services Worker, Northville Elementary School effective August 23, 2021. | Retirement |
| 4. Mrs. Keeley Rossi , Paraeducator, Sarah Noble Intermediate School effective August 20, 2021. | Took position elsewhere |
| 5. **Mrs. Kathleen Sanders , Accounting Manager, Central Office effective September 30, 2021. | Retirement |

7. NON-CERTIFIED AND LICENSED STAFF

b. APPOINTMENTS

- | | |
|--|---|
| 1. Ms. Priya Abraham , Paraeducator, Sarah Noble Intermediate School effective October 5, pending passing of Para Pro Assessment. | \$15.06 per hour - Hire Rate
\$16.64 per hour – Job Rate
(after completion of probationary period)
7 hours per day/5 days per week

Rep. K. Rossi |
| 2. Mrs. Jennifer Burns , General Worker for Food Services, New Milford High School effective August 23, 2021. | \$13.11 per hour - Hire Rate
4 hours per day/5 days per week

Rep. S. Coniglio |
| 3. Ms. Melissa Buturla , Paraeducator, Sarah Noble Intermediate School effective August 23, 2021. | \$15.06 per hour - Hire Rate
\$16.64 per hour – Job Rate
(after completion of probationary period)
7 hours per day/5 days per week

Rep. S. Morris |

- | | |
|--|---|
| 4. Ms. Elizabeth DePalma , Paraeducator, Sarah Noble Intermediate School effective August 23, 2021. | \$15.06 per hour - Hire Rate
\$16.64 per hour – Job Rate
(after completion of probationary period)
7 hours per day/5 days per week

Rep. L. Lyons |
| 5. Mrs. Paula Durr , Tutor, Sarah Noble Intermediate School effective September 13, 2021. | <i>Education History:</i>
BA: Geneva College
Major: English

\$16.00 per hour |
| 6. Mr. David Flynn , Paraeducator, Schaghticoke Middle School effective August 25, 2021. | \$15.06 per hour - Hire Rate
\$16.64 per hour – Job Rate
(after completion of probationary period)
7 hours per day/5 days per week

Rep. M. McNulty |
| 7. Mr. Richard Grudzwick , Part time Paraeducator, Sarah Noble Intermediate School effective September 8, 2021. | \$15.06 per hour - Hire Rate
\$16.64 per hour – Job Rate
(after completion of probationary period)
3.5 hours per day/5 days per week

Rep. L. Gaudreau |
| 8. Ms. Kristin Mars , Tutor for STEP Program, Schaghticoke Middle School effective August 25, 2021. | <i>Education History:</i>
BA: University of Maryland
Major: Psychology
MS: College of New Rochelle
Major: Special Education

\$36.41 per hour |
| 9. Mrs. Ann Plude , General Worker for Food Services, Sarah Noble Intermediate School effective August 27, 2021. | 13.11 per hour - Hire Rate
3 hours per day/5 days per week

Rep. M. Bernardi |
| 10. Mrs. Colleen Romano , Tutor, New Milford High School effective August 25, 2021. | <i>Education History:</i>
BS: Edinboro University
Major: Elementary Education
MED Antioch New England
Major: Education

\$16.00 per hour |
| 11. Mrs. Shayna Silvestri , Board Certified Behavioral Analyst (BCBA), Grades 6-12 effective September 27, 2021.
2021-2022 Salary – \$76,000, pro-rated to start date. | <i>Education History:</i>
BS: Springfield College
Major: Communication Disorders
MS: St. Joseph College
Major: Autism & Applied Behavior Analysis

New budgeted |

12. Mrs. Suzanne Woodage , Paraeducator, New Milford High School effective August 25, 2021.	\$15.06 per hour - Hire Rate \$16.64 per hour – Job Rate (after completion of probationary period) 7 hours per day/5 days per week
	Rep. K. Post
8. ADULT EDUCATION STAFF	
a. RESIGNATIONS	
1. None	
9. ADULT EDUCATION STAFF	
b. APPOINTMENTS	
1. Mrs. Catherine Hackett , Adult Education Mandated Teacher, Adult Education Program effective September 8, 2021.	Hourly rate: \$36.41 <i>Education History:</i> BA: John Jay College Major: Sociology MS: SCSU Major: Special Education
10. BAND STAFF	
a. RESIGNATIONS	
1. None currently	
11. BAND STAFF	
b. APPOINTMENTS	
1. None	
12. COACHING STAFF	
a. RESIGNATIONS	
1. None	
13. COACHING STAFF	
b. APPOINTMENTS	
1. Ms. Tricia Blood , Girls’ Interscholastic Field Hockey Coach, Schaghticoke Middle School effective September 15, 2021.	2021-2022 stipend: \$1985 Current staff member
2. Ms. Tricia Blood , Girls’ Intramural Field Hockey Coach, Schaghticoke Middle School effective September 15, 2021.	2021-2022 stipend: \$992 Current staff member
3. Mrs. Daniella Brooks , Girls’ and Boys’ Intramural Fitness Coach, Schaghticoke Middle School effective September 13, 2021.	2021-2022 stipend: \$1985 Current staff member

- | | |
|--|---|
| 4. Mr. Rob Hibbard , Girls' and Boys' Interscholastic and Intramural Sports Coordinator, Schaghticoke Middle School effective September 15, 2021. | 2021-2022 stipend: \$4468
Current staff member |
| 5. Mr. Rob Hibbard , Girls' and Boys' Grade 6 Intramural Flag Football Coach, Schaghticoke Middle School effective October 15, 2021. | 2021-2022 stipend: \$992
Current staff member |
| 6. Mr. Rob Hibbard , Boys' Interscholastic Soccer Coach, Schaghticoke Middle School effective September 15, 2021. | 2021-2022 stipend: \$1985
Current staff member |
| 7. Mr. Rob Hibbard , Boys' Intramural Soccer Coach, Schaghticoke Middle School effective September 15, 2021. | 2021-2022 stipend: \$992
Current staff member |
| 8. Mrs. Theresa McGuinness , Girls' Interscholastic Cross Country Coach, Schaghticoke Middle School effective September 15, 2021. | 2021-2022 stipend: \$1985
Current staff member |
| 9. Mr. David Mumma , Girls' and Boys' Intramural Fitness Coach, Schaghticoke Middle School effective September 13, 2021. | 2021-2022 stipend: \$1985
Current staff member |
| 10. Mr. Matt Wall , Boys' Interscholastic Cross Country Coach, Schaghticoke Middle School effective September 15, 2021. | 2021-2022 stipend: \$1985
Current staff member |
| 11. Mr. Matt Wall , Girls' Intramural Grades 7 & 8 Flag Football Coach, Schaghticoke Middle School effective October 15, 2021. | 2021-2022 stipend: \$992
Current staff member |

14. LEAVES OF ABSENCE

- 1. None**



RANGE	MAJOR OBJECT CODE DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
100'S	SALARIES - CERTIFIED	30,341,363	0	30,341,363	2,834,624	25,792,753	1,713,986	94.35%
100'S	SALARIES - NON CERTIFIED	9,589,390	0	9,589,390	1,176,288	5,444,325	2,968,778	69.04%
200'S	BENEFITS	10,810,557	0	10,810,557	3,506,767	5,916,152	1,387,638	87.16%
300'S	PROFESSIONAL SERVICES	3,948,255	0	3,948,255	867,359	2,086,821	994,075	74.82%
400'S	PROPERTY SERVICES	925,069	0	925,069	153,207	456,486	315,376	65.91%
500'S	OTHER SERVICES	9,082,593	0	9,082,593	1,169,295	6,639,205	1,274,093	85.97%
600'S	SUPPLIES	2,588,172	0	2,588,172	211,388	1,729,243	647,541	74.98%
700'S	CAPITAL	14,404	0	14,404	0	1,588	12,816	11.02%
800'S	DUES AND FEES	95,928	0	95,928	52,764	5,843	37,321	61.10%
900'S	REVENUE	-1,549,707	0	-1,549,707	0	0	-1,549,707	0.00%
GRAND TOTAL		65,846,024	0	65,846,024	9,971,691	48,072,416	7,801,916	88.15%

SALARIES - NON CERTIFIED BREAKOUT

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
51180	SALARIES - NON CERT - STIPENDS	518,875	0	518,875	4,003	0	514,873	0.77%
51201	SALARIES - NON CERT - PARA EDUCATORS	2,099,881	0	2,099,881	186,744	1,617,043	296,093	85.90%
51202	SALARIES - NON CERT - SUBSTITUTES	925,202	0	925,202	10,741	0	914,461	1.16%
51210	SALARIES - NON CERT - SECRETARY	1,919,636	0	1,919,636	320,375	1,511,165	88,096	95.41%
51225	SALARIES - NON CERT - TUTORS	275,695	0	275,695	3,291	0	272,404	1.19%
51240	SALARIES - NON CERT - CUSTODIAL	1,939,639	0	1,939,639	367,204	1,345,204	227,232	88.28%
51250	SALARIES - NON CERT - MAINTENANCE	936,257	0	936,257	157,753	623,862	154,641	83.48%
51285	SALARIES - NON CERT - TECHNOLOGY	493,540	0	493,540	72,689	292,789	128,062	74.05%
51336	SALARIES - NON CERT - NURSES	480,665	0	480,665	53,487	54,261	372,916	22.42%
TOTAL		9,589,390	0	9,589,390	1,176,288	5,444,325	2,968,778	69.04%

BENEFIT BREAKOUT

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
52200	BENEFITS - FICA	618,237	0	618,237	84,547	0	533,690	13.68%
52201	BENEFITS - MEDICARE	528,854	0	528,854	58,769	0	470,085	11.11%
52300	BENEFITS - PENSION	918,524	0	918,524	918,524	0	0	100.00%
52600	BENEFITS - UNEMPLOYMENT COMP	33,000	0	33,000	1,466	13,534	18,000	45.45%
52810	BENEFITS - HEALTH INSURANCE	8,050,300	0	8,050,300	2,310,734	5,378,702	360,864	95.52%
52820	BENEFITS - DISABILITY INSURANCE	125,000	0	125,000	16,173	108,827	0	100.00%
52830	BENEFITS - LIFE INSURANCE	126,000	0	126,000	17,033	103,968	5,000	96.03%
52900	BENEFITS - OTHER EMPLOYEE BENEFITS	410,642	0	410,642	99,521	311,121	0	100.00%
TOTAL		10,810,557	0	10,810,557	3,506,767	5,916,152	1,387,638	87.16%

*EXPENDITURES*

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
51110	CERTIFIED SALARIES	30,341,363	0	30,341,363	2,834,624	25,792,753	1,713,986	94.35%
51200	NON-CERTIFIED SALARIES	9,589,390	0	9,589,390	1,176,288	5,444,325	2,968,778	69.04%
52000	BENEFITS	10,810,557	0	10,810,557	3,506,767	5,916,152	1,387,638	87.16%
53010	LEGAL SERVICES	224,553	0	224,553	192,553	0	32,000	85.75%
53050	CURRICULUM DEVELOPMENT	75,000	0	75,000	6,486	0	68,514	8.65%
53200	PROFESSIONAL SERVICES	2,201,248	0	2,201,248	441,638	1,467,937	291,673	86.75%
53201	MEDICAL SERVICES - SPORTS	30,500	0	30,500	0	0	30,500	0.00%
53210	TIME & ATTENDANCE SOFTWARE	11,800	0	11,800	0	0	11,800	0.00%
53220	IN SERVICE	117,150	0	117,150	45,413	250	71,487	38.98%
53230	PUPIL SERVICES	622,224	0	622,224	47,191	385,385	189,648	69.52%
53300	OTHER PROF/ TECH SERVICES	59,800	0	59,800	340	4,728	54,732	8.48%
53310	AUDIT/ACCOUNTING	40,500	0	40,500	40,500	0	0	100.00%
53500	TECHNICAL SERVICES	233,708	0	233,708	82,591	29,963	121,154	48.16%
53530	SECURITY SERVICES	218,672	0	218,672	3,236	198,557	16,879	92.28%
53540	SPORTS OFFICIALS SERVICES	113,100	0	113,100	7,411	0	105,689	6.55%
54101	CONTRACTUAL TRASH PICK UP	96,748	0	96,748	12,561	56,376	27,811	71.25%
54301	REPAIRS & MAINTENANCE	475,487	0	475,487	104,607	220,930	149,950	68.46%
54302	FIRE / SECURITY MAINTENANCE	2,500	0	2,500	0	1,074	1,426	42.96%
54303	GROUND MAINTENANCE	12,700	0	12,700	602	5,898	6,200	51.18%
54310	GENERAL REPAIRS	43,970	0	43,970	625	4,230	39,115	11.04%
54320	TECHNOLOGY RELATED REPAIRS	29,847	0	29,847	0	0	29,847	0.00%
54411	WATER	68,195	0	68,195	5,948	62,247	0	100.00%
54412	SEWER	15,559	0	15,559	6,581	6,581	2,397	84.60%
54420	LEASE/RENTAL EQUIP/VEH	180,063	0	180,063	22,282	99,150	58,631	67.44%
55100	PUPIL TRANSPORTATION - OTHER	116,250	0	116,250	40	40,488	75,722	34.86%
55101	PUPIL TRANS - FIELD TRIP	22,750	0	22,750	0	0	22,750	0.00%
55110	STUDENT TRANSPORTATION	4,996,291	0	4,996,291	518,137	4,309,591	168,563	96.63%
55200	GENERAL INSURANCE	296,763	0	296,763	280,224	0	16,539	94.43%
55300	COMMUNICATIONS	50,240	0	50,240	8,213	41,883	144	99.71%
55301	POSTAGE	32,750	0	32,750	1,252	31,498	0	100.00%
55302	TELEPHONE	80,069	0	80,069	7,929	72,140	0	100.00%

*EXPENDITURES*

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
55400	ADVERTISING	8,000	0	8,000	105	0	7,895	1.32%
55505	PRINTING	33,010	0	33,010	230	8,130	24,650	25.33%
55600	TUITION - TRAINING	35,000	0	35,000	0	0	35,000	0.00%
55610	TUITION - PUBLIC PLACEMENTS	1,002,397	0	1,002,397	165,859	446,683	389,856	61.11%
55630	TUITION - PRIVATE PLACEMENTS	2,362,209	0	2,362,209	187,012	1,682,072	493,125	79.12%
55800	TRAVEL	46,864	0	46,864	295	6,720	39,849	14.97%
56100	GENERAL INSTRUCTIONAL SUPPLIES	167,207	0	167,207	6,216	39,538	121,453	27.36%
56110	INSTRUCTIONAL SUPPLIES	430,051	0	430,051	72,741	74,695	282,615	34.28%
56120	ADMIN SUPPLIES	32,678	0	32,678	1,586	4,389	26,703	18.28%
56210	NATURAL GAS	188,000	0	188,000	7,499	180,501	0	100.00%
56220	ELECTRICITY	990,569	0	990,569	67,605	922,964	0	100.00%
56230	PROPANE	3,900	0	3,900	0	3,870	30	99.23%
56240	OIL	211,068	0	211,068	0	206,584	4,484	97.88%
56260	GASOLINE	27,186	0	27,186	24	20,072	7,090	73.92%
56290	FACILITIES SUPPLIES	317,042	0	317,042	41,483	206,405	69,154	78.19%
56291	MAINTENANCE COMPONENTS	16,475	0	16,475	1,118	3,082	12,275	25.49%
56292	UNIFORMS/ CONTRACTUAL	13,100	0	13,100	0	3,500	9,600	26.72%
56293	GROUNDKEEPING SUPPLIES	22,585	0	22,585	1,178	12,322	9,085	59.77%
56410	TEXTBOOKS	26,127	0	26,127	0	0	26,127	0.00%
56411	CONSUMABLE TEXTS	32,455	0	32,455	8,324	11,982	12,149	62.57%
56420	LIBRARY BOOKS	51,928	0	51,928	583	20,615	30,730	40.82%
56430	PERIODICALS	16,162	0	16,162	2,848	9,648	3,666	77.32%
56460	WORKBOOKS	2,535	0	2,535	0	0	2,535	0.00%
56500	SUPPLIES - TECH RELATED	39,104	0	39,104	183	9,077	29,844	23.68%
57345	INSTRUCTIONAL EQUIPMENT	4,500	0	4,500	0	0	4,500	0.00%
57400	GENERAL EQUIPMENT	6,127	0	6,127	0	0	6,127	0.00%
57500	FURNITURE & FIXTURES	3,777	0	3,777	0	1,588	2,189	42.04%
58100	DUES & FEES	95,928	0	95,928	52,764	5,843	37,321	61.10%
EXPENDITURE TOTAL		67,395,731	0	67,395,731	9,971,691	48,072,416	9,351,623	86.12%



REVENUES

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
43103	EXCESS COSTS	-1,089,825	0	-1,089,825	0	0	-1,089,825	0.00%
43105	MEDICAID REIMBURSEMENT	-60,507	0	-60,507	0	0	-60,507	0.00%
44105	FOI & FINGERPRINTING FEES	-1,900	0	-1,900	0	0	-1,900	0.00%
44705	BUILDING USE FEES (BASE RENTAL)	-55,000	0	-55,000	0	0	-55,000	0.00%
49102	BUILDING USE FEES (CUSTODIAL)	-27,951	0	-27,951	0	0	-27,951	0.00%
44800	REGULAR ED TUITION	-114,400	0	-114,400	0	0	-114,400	0.00%
44822	SPECIAL ED TUITION	-29,900	0	-29,900	0	0	-29,900	0.00%
49103	DCF TUITION	-85,000	0	-85,000	0	0	-85,000	0.00%
44860	ADMISSIONS/ATHLETIC GATE RECEIPTS	-25,400	0	-25,400	0	0	-25,400	0.00%
44861	PARKING PERMIT FEES	-59,824	0	-59,824	0	0	-59,824	0.00%
REVENUE TOTAL		-1,549,707	0	-1,549,707	0	0	-1,549,707	0.00%

GRAND TOTAL	65,846,024	0	65,846,024	9,971,691	48,072,416	7,801,916	88.15%
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<u>BOE Capital Reserve Acct #43020000-10101</u>	
Total as of 7/1/21	268,201
Contribution Towards NMHS Roof Replacement	-250,000
Total as of 8/31/21	18,201*
* Does not include approved but pending final audit contribution from the BOE 20/21 fiscal year end balance in the amount of \$2,583,083 (estimated)	

<u>Turf Field Replacement Acct #43020000-10130</u>	
CONTRIBUTION - FROM BOE 17.18 FYE BALANCE	50,000
CONTRIBUTION - FROM BOE 18.19 FYE BALANCE	50,000
CONTRIBUTION - FROM BOE COLLECTED TEAM FEE'S & BANNER SALES	10,225
CONTRIBUTION - FROM TOWN DATED 6/4/20	50,000
CONTRIBUTION - FROM TOWN DATED 6/16/21	50,000
CONTRIBUTION - FROM BOE COLLECTED TEAM FEE'S 6/23/21	3,765
Total as of 8/31/21	213,990**
** Does not include approved but pending final audit contribution from the BOE fiscal year end balance in the amount of \$100,000	



WHEREAS, the equipment, supplies and/or services for which the following Purchase Orders have been issued and deemed necessary by the Superintendent of Schools, and the cost, thereof, are within the budget appropriations approved by the voters of the Town, NOW, BE IT RESOLVED, that the said purchase orders and all disbursements in connection, thereof, are hereby approved.

Funding	Location	Vendor Name	Description	Amount	Object Code
GENERAL	SPED	CONNECT KIDS	21/22 YEARLY - ESY AND SCHOOL YEAR TRANSPORTATION	\$445,081.50	55110
GENERAL	SPED	EDADVANCE	21/22 YEARLY - ESY AND SCHOOL YEAR TUITION	\$342,300.00	55610
GENERAL	SPED	CHANGE ACADEMY AT LAKE OF THE OZARKS	21/22 YEARLY - ESY AND SCHOOL YEAR TUITION	\$211,195.00	55630
GENERAL	SPED	EDADVANCE	21/22 YEARLY - ESY AND SCHOOL YEAR TRANSPORTATION	\$102,000.00	55110
GENERAL	SPED	TRANSITION SERVICES OF FAIRFIELD COUNTY	21/22 YEARLY - ESY AND SCHOOL YEAR TUITION	\$75,800.00	55630
GENERAL	SPED	CT TRANSPORTATION SOLUTIONS	21/22 YEARLY - ESY AND SCHOOL YEAR TRANSPORTATION	\$72,080.00	55110
GENERAL	SPED	GREGORY BURRUS	21/22 YEARLY - ESY AND SCHOOL YEAR TRANSPORTATION	\$32,000.00	55110
GENERAL	SPED	CT EARS	21/22 YEARLY - AUDIOLOGY SERVICES	\$19,200.00	53230

Funding	Location	Vendor Name	Description	Amount	Object Code
COVID LOCAL	DISTRICT	COMMUNICATIONS SUPPLY CORP.	CAFETERIA SHIELDS WITH SUPPORT BRACKETS - 24 @ NMHS, 18 @ SMS, PLUS 8 EXTRA	\$10,200.00	56999

GRANT EXPENDITURES ARE PRESENTED IN BOLD AND ITALICIZED FONT IN THE ABOVE LISTING



BUDGET TRANSFER REQUESTS

AGENDA ITEM 4B-3
SEPTEMBER 2021 MEETING

Requesting Approval Across MOC	DETAIL			FROM (-)			TO (+)		
	#	REASON	AMOUNT	LOCATION	ORG	OBJECT	LOCATION	ORG	OBJECT
				NONE AT THIS TIME					

Informational Within Major Object Code	DETAIL			FROM (-)			TO (+)		
	#	REASON	AMOUNT	LOCATION	ORG	OBJECT	LOCATION	ORG	OBJECT
				NONE AT THIS TIME					



NEW MILFORD PUBLIC SCHOOLS

Office of the Assistant Superintendent

50 East Street

New Milford, Connecticut 06776

(860) 354-3235

FAX (860) 210-2643

TO: Alisha DiCorpo, Superintendent
FROM: Holly Hollander, Assistant Superintendent *HH*
DATE: September 8, 2021
RE: 2021-2022 Tuition Students

Listed below are the tuition students for the 2021-2022 school year:

- Ninth Grade student to attend New Milford High School (full tuition rate)
- Tenth Grade student to attend New Milford High School (full tuition rate)

FOR FIRST REVIEW

COMMENTARY: On August 19, 2021, Governor Lamont issued Executive Order #13D which mandated that all Connecticut school employers implement a policy that requires that non-exempt school employees receive at least their first COVID-19 vaccination shot by September 27, 2021. On September 10, 2021, Executive Order #13D was repealed and replaced by Executive Order #13G which imposes the same vaccination requirement but provides that existing school employees can elect to undergo weekly COVID-19 testing in-lieu of vaccination.

Executive Order #13G does not impose any vaccination or testing requirements on school volunteers. The Board therefore has discretion to impose such requirements if it so chooses. The text added below would impose a vaccination or weekly testing option. The Board could opt for a testing only approach for volunteers rather than vaccination if it so chooses.

1212(a)

Community Relations

School Volunteers

The Board of Education recognizes that volunteers can make many valuable contributions to our schools. The Board endorses a program encouraging community residents to take an active role in improving schools and to become school volunteers in schools subject to suitable regulations and safeguards. Appropriate recognition of volunteer services shall be made by the Board and school district administration.

The Board of Education encourages the use of volunteers to: (1) increase students' educational attainment, (2) provide enrichment experiences for students, (3) increase the effective utilization of staff time and skills, (4) give more individual attention to students, and (5) promote greater community involvement.

The Superintendent shall establish procedures for securing and screening resource persons and volunteers. No person who is a "sex offender," as defined by Connecticut General Statutes §54-250, "Registration of Sexual Offenders" shall be used.

Only persons who have been fully vaccinated against COVID-19 or produce proof of negative COVID-19 test results in connection with a COVID-19 test undertaken no longer than 48 hours prior to the commencement of the volunteer assignment shall be eligible to serve as volunteers in the New Milford Public Schools.

Securing and Screening Volunteers

The Building Principal or his/her designee directs the use of volunteers within the school. Specifically, the Principal or designee directs volunteer recruitment, screening, placement, and training within the following perimeters:

Community Relations

School Volunteers

1. **Qualifications.** Volunteers may come from all backgrounds and all age groups. The main qualification for a volunteer is that he or she has a desire to give his or her time and talent in order to enrich student learning opportunities and the school community generally.
2. **Persons Not Allowed to Serve as Volunteers.** No person who has a criminal record of any felony conviction may serve as a volunteer. Criminal background checks shall be required of all prospective volunteers. Every time a new list of registered sex offenders is received, the Building Principal or his/her designee shall review it for any person's name who has submitted a volunteer information form during that school year. Whenever someone submits a new volunteer information form, the Building Principal or designee shall review the sex offender list. **In addition, persons who are not fully vaccinated against COVID-19 or who fail to submit negative COVID-19 test results as set forth in this policy shall not be permitted to serve as volunteers.**
3. **Recruitment.** School personnel may recruit volunteers through the following resources: parent(s)/guardians, parent organizations, retired teachers and other senior citizen groups, community businesses, local volunteer centers, and universities. If a staff member, other than the Principal, recruits a volunteer, the staff member must provide the volunteer's name and address to the Principal.
4. **Role.** Volunteers serve only in an auxiliary capacity under the direction and supervision of a staff member; they are not a substitute for a member of the school staff. Volunteers do not have access to confidential student school records.
5. **Selection, Placement, and Supervision.** Volunteer selection and placement shall be on the basis of the volunteer's qualifications and availability and the school's needs. A volunteer will be assigned to a staff member only with the staff member's consent. The relationship between a volunteer and staff member should be one of mutual respect and confidence.
6. **Screenings.** Screening volunteers is critical because of the vulnerability of the population the school district serves. Each volunteer must register in the school's main office at the beginning of each visit and wear a name tag while in the building. Unless he or she has already done so during the current academic year, the volunteer must complete an information form and waiver. Absent an indication on the form that the volunteer may not qualify, e.g. the volunteer is a convicted felon; the volunteer may proceed to the assigned activity.
A request to volunteer or to continue volunteering will be denied if the volunteer behaves in any manner that demonstrates he or she is not a good role model or is otherwise detrimental to the school environment. Examples of such behavior include: swearing, failing to be dependable, failing to follow the supervisor's instructions, committing any criminal act on school grounds or at a school activity, touching a student in a rude or overly forceful manner, failing to dress in an appropriate manner, or violating any school rule.
7. **Training.** Each academic year, when a person first completes the volunteer registration form, the Principal or designee should give the person a copy of this administrative procedure along with other pertinent information. The staff member to whom the volunteer is assigned is responsible for explaining his or her expectations of the volunteer. The Principal or designee should arrange appropriate training opportunities for those volunteer activities requiring a skill or knowledge base, e.g., working in the computer lab.

Community Relations

School Volunteers

COVID-19 Vaccination or Negative Testing Option

All New Milford Public Schools' volunteers must be fully vaccinated against COVID-19 or produce proof of negative COVID-19 test results in connection with a COVID-19 test undertaken no longer than 48 hours prior to the commencement of the volunteer assignment. For purposes of this policy, "fully vaccinated" means that at least 14 days have elapsed since a person has received the final dose of a vaccine approved for use against COVID-19 by the U.S. Food and Drug Administration, or as otherwise defined by the Centers for Disease Control.

Prospective volunteers may demonstrate proof of vaccination by providing one of the following to the **[FILL IN APPROPRIATE OFFICE/CONTACT PERSON]**:

1. A CDC COVID-19 Vaccination Record Card or photo of the Vaccination Record Card;
2. Documentation from a health care provider or electronic health care records; or
3. State Immunization Information Record, or
4. Other documentation prescribed by the Connecticut Commissioner of Public Health.

Personal attestation will not be accepted as an acceptable form of proof of a COVID vaccination.

Otherwise eligible individuals who are not fully vaccinated against COVID-19 may be permitted to serve as volunteers within the New Milford Public Schools if they provide proof of negative COVID-19 test results in connection with a COVID-19 test undertaken no longer than 48 hours prior to the commencement of the volunteer assignment. For purposes of this policy Molecular/PCR or Antigen COVID-19 test results will be accepted but only so long as such tests are verifiable through a third party (i.e. rapid Antigen home testing results are not acceptable).

Approved volunteers who are not fully vaccinated must undergo and provide proof of negative COVID-19 testing results on a weekly basis for any volunteer assignment that is longer than a week in duration.

All volunteer and prospective volunteer testing information should be submitted in hard copy form to **[FILL IN APPROPRIATE OFFICE/CONTACT PERSON]**. Absent extraordinary circumstances the District shall not reimburse a volunteer or prospective volunteer for the cost of COVID-19 testing.

Community Relations

School Volunteers

Legal Reference: Connecticut General Statutes
10-4g Programs to encourage participation in the educational process
10-28b School Volunteers
10-235 Indemnification of teachers, board members, employees and certain volunteers and students in damage suits; expenses of litigation.

Policy adopted: May 7, 2001
Policy revised: June 9, 2009
Policy reviewed: October 15, 2013
Policy reviewed: November 6, 2018

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

Volunteer Information Form and Waiver of Liability

Only one form needs to be completed by a volunteer each school year. Please print clearly in ink:

Information Form

Name: _____
Last First Middle Telephone

Address: _____
Street City Zip Code

Personal physician: _____ Phone _____

Emergency adult contact: _____ Phone _____

Are you now or have you ever been a school volunteer? _____

At which school? _____ Year? _____

The name of any child or ward attending this school: _____

Criminal Conviction Information

Are you a sex offender? _____

Have you ever been convicted of a felony? _____

If you answered YES, list all offenses

Offense(s): _____

Date(s): _____

Place(s): _____

If requested, are you willing to consent to a criminal background investigation? _____

COVID-19 Vaccination Status

Are you fully vaccinated against COVID-19? _____

If so, please attach a photocopy of one of the following to this form:

1. A CDC COVID-19 Vaccination Record Card or photo of the Vaccination Record Card;
2. Documentation from a health care provider or electronic health care records;
3. State Immunization Information Record, or

4. Other documentation prescribed by the Connecticut Commissioner of Public Health.

If you are not fully vaccinated against COVID-19 please provide a copy of negative COVID-19 test results in connection with a COVID-19 test undertaken no longer than 48 hours prior to the commencement of the volunteer assignment.

Waiver of Liability

The School District does not provide liability insurance coverage to non-district personnel serving as volunteers for the School District. The purpose of this waiver is to provide notice to prospective volunteers that they do not have insurance coverage by the School District and to document the volunteer's acknowledgment that they are providing volunteer service at their own risk. However, C.G.S. 10-235 provides that the district must indemnify and hold harmless volunteers from civil liability in most situations as long as the volunteer is approved by the Board of Education to carry out a duty prescribed by the Board and performs services under the direction of a certified teacher. Therefore, the district must pay any damages awarded to a plaintiff in an action brought alleging negligence or other act resulting in injury, including infringement of that person's civil rights.

By my signature below:

1. I acknowledge that the School District does not provide insurance coverage for me for any loss, injuries, illness, or death resulting from the volunteer's unpaid service to the School District.
2. I agree to assume all risk for death or any loss, injury, illness or damage of any nature or kind, arising out of my supervised or unsupervised service to the School District. agree to waive any and all claims against the School District, or its officers, Board Members, employees, agents or assigns, for loss due to death, injury, illness or damage of any kind arising out of the volunteer's supervised or unsupervised service to the School District.
3. I authorize the New Milford Public Schools to make an independent review of only criminal or police records for the purpose of approving my request to volunteer to work with students in the district. I understand that there will be no cost for the background review and that the personal information required to conduct the background review (social security number and birth date) as well as the results of the review will not be retained by the school district.

Date: _____ Signature of Volunteer: _____
Printed Name of Volunteer _____

For School Use Only

General description of assignment(s):

- supervising students as needed by a teacher
 - supervising students during a regularly scheduled activity
 - assisting with academic programs
 - assisting at the resource center or main office
- other _____

Name of supervising staff member: _____

“Sex offender list” checked by _____ on _____ (mandatory).

The date on which the criminal background check was received and reviewed. _____

Reviewed by: _____


Signature Date

Approved Field Trips September 2021

<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>
NMHS	9-12	9/18/2021	Saturday	102	8	Danbury HS (Marching Band Competition)	0	\$0.00
NMHS	9-12	9/22/2021	Saturday	102	8	Bethel HS (Marching Band Competition)	0	\$0.00
NMHS	9-12	10/2/2021	Saturday	102	8	Metlife Stadium (Marching Band Competition)	0	\$25.00
NMHS	9-12	10/16/2021	Saturday	102	8	Newtown HS (Marching Band Competition)	0	\$25.00
NMHS	9-12	10/23/2021	Saturday	102	8	Bunnell HS (Marching Band Competition)	0	\$0.00
NMHS	9-12	10/30/2021	Saturday	102	8	Veterans Memorial Stadium, New Britain (Marching Band Comp)	0	\$0.00
NMHS	12	05/20/2022	Friday	350	12	Six Flags New England (Senior Trip)	TBD	\$90.00
SMS	7-8	5/20/2022	Friday	120	18	Six Flags New England (Great East Music Festival)	3	0.00 (Band Aids Pays)
NMHS	9-12	5/29/2022	Sunday	102	8	Sherman Parade (Marching Band)	0	\$0.00

**New Milford Board of Education
Policy Sub-Committee Special Meeting Minutes
September 9, 2021
Sarah Noble Intermediate School Library Media Center**

Present:	Mrs. Wendy Faulenbach, Alternate Mr. Joseph Failla Mrs. Tammy McInerney
Absent:	Mrs. Olga Rella, Chairperson
Also Present:	Ms. Alisha DiCorpo, Superintendent of Schools Ms. Holly Hollander, Assistant Superintendent Mr. Anthony Giovannone, Director of Fiscal Services and Operations Attorney Zach Schurin, Pullman and Comley LLC

1.	Call to Order The special meeting of the New Milford Board of Education Policy Sub-Committee was called to order at 6:45 p.m. by Mrs. Faulenbach, sitting in as Chair for Mrs. Rella.	Call to Order
2.	Public Comment • There was none.	Public Comment
3.	Discussion and Possible Action A. Policies for Approval: <ol style="list-style-type: none"> 1325 Advertising and Promotion 3240 Tuition Fees 3260 Sales & Disposal of Books, Equipment & Supplies <ul style="list-style-type: none"> Mrs. Faulenbach said policies 1325, 3240, and 3260 have been reviewed multiple times at the Board level and will be up for approval at the next full Board meeting. She asked if there were any additional questions or comments. There were none. Ms. DiCorpo said they are working on updating the internal processes regarding sale and disposal to make sure the disposal and asset lists do not overlap. 	Discussion and Possible Action A. Policies for Approval: <ol style="list-style-type: none"> 1325 Advertising and Promotion 3240 Tuition Fees 3260 Sales & Disposal of Books, Equipment & Supplies <div style="text-align: right;">  RECEIVED TOWN CLERK 2021 SEP 13 A 8:49 NEW MILFORD, CT </div>

<p>B. Policies Recommended for Revision and Approval at Initial Board Presentation in accordance with Board Bylaw 9311:</p> <ol style="list-style-type: none"> 1. 4300 COVID-19 Staff Vaccination Policy 2. 6141.6 Weighted Grading for Advanced High School Courses <ul style="list-style-type: none"> ● Mrs. Faulenbach said these two policies are mandated. She said the mask policy also needs revision due to mandates and that will be added to the full Board agenda. Due to a timing issue, it is not on this agenda. ● Attorney Schurin said the recommended policy regarding staff vaccination tracks very closely to the Governor's executive order. The Board does not have much discretion to make changes to it. Though the executive order is set to expire on September 30, the Board is obligated legally to move forward with the policy at this time. ● Ms. DiCorpo said legal has provided guidance on the internal notification to employees and that system is ongoing now. We are working through the process of how vendor verifications will be handled. We are also waiting on additional guidance from the state regarding the testing component. ● Mrs. McInerney asked what happens on September 30 if the executive order expires. ● Attorney Schurin said if the statute is repealed the Board may revisit the policy at that time to consider implications. ● Mr. Failla noted that the policy can be rescinded if the Board wishes. ● Mrs. McInerney asked why volunteers are exempt since she feels they should be held to the same standard required of staff. ● Attorney Schurin said volunteers are exempt in the executive order. Any requirements for them would be a policy decision of the Board. ● Mrs. Faulenbach noted that the Board has a volunteer policy and that perhaps that could be revised and brought to the full Board for review at the next meeting. 	<p>B. Policies Recommended for Revision and Approval at Initial Board Presentation in accordance with Board Bylaw 9311:</p> <ol style="list-style-type: none"> 1. 4300 COVID-19 Staff Vaccination Policy 2. 6141.6 Weighted Grading for Advanced High School Courses
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	<ul style="list-style-type: none">• Mr. Failla said he is torn on this issue. He thinks vaccination is important but is not sure of the amount of actual interaction that volunteers have.• Ms. DiCorpo noted that some volunteers have significant interaction, for example volunteer coaches.• Attorney Schurin recommended that the definitions in this policy remain as is but said a cross reference could be added at the end to the volunteer policy if changes are made there.• Mrs. McNerney noted a religious exemption is not allowed for other vaccines and she asked why it is allowed here.• Attorney Schurin said the religious exemptions to which Mrs. McNerney refers tie to students and state law. Here, the religious exemption ties back to Title 7 of the Civil Rights Act regarding protected classes and tracks with the executive order regarding employees.• Mrs. McNerney noted a typo on page 4300(d). On page 4300(e), she asked who can access private medical information outside of the district personnel.• Mr. Failla noted that this would apply to the Department of Health, CDC, etc.• Ms. DiCorpo asked for more specifics regarding the definition of “short term duration”. She is thinking of the personnel involved in the roofing and NV5 projects that are ongoing.• Attorney Schurin said the executive order does not define the term and he suggested a good faith determination be made. He said the spirit of the order is to provide protection so if there is substantial doubt he would advise airing on the side of caution.• Mr. Failla said unless workers would have significant contact, he doesn’t see it as an issue.• Mrs. Faulenbach said she thinks it warrants a conversation with the vendors at least. It never hurts to ask questions.• Regarding policy 6141.6, Ms. DiCorpo said this is a legislative requirement. Ms. Hollander	
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**New Milford Board of Education
Policy Sub-Committee Special Meeting Minutes
September 9, 2021
Sarah Noble Intermediate School Library Media Center**

Page 4

	<p>checked with high school guidance on current practices to see how they align.</p> <ul style="list-style-type: none"> Ms. Hollander said the high school has been reporting both weighted and non-weighted grades. The required policy just states what is already happening. <p>Mrs. McInerney moved to bring policies 4300 COVID-19 Staff Vaccination Policy and 6141.6 Weighted Grading for Advanced High School Courses to the full Board for approval, seconded by Mr. Failla.</p> <p>The motion passed unanimously.</p>	<p>Motion made and passed unanimously to bring policies 4300 COVID-19 Staff Vaccination Policy and 6141.6 Weighted Grading for Advanced High School Courses to the full Board for approval.</p>
4.	<p>Public Comment</p> <ul style="list-style-type: none"> There was none. 	<p>Public Comment</p>
5.	<p>Adjourn</p> <p>Mrs. McInerney moved to adjourn the meeting at 7:28 p.m. seconded by Mr. Failla and passed unanimously.</p>	<p>Adjourn</p> <p>Motion made and passed unanimously to adjourn the meeting at 7:28 p.m.</p>


Respectfully submitted:



Wendy Faulenbach, Chairperson
New Milford Board of Education

**New Milford Board of Education
Committee on Learning Special Meeting Minutes
September 9, 2021
Sarah Noble Intermediate School Library Media Center**

Present:	Mrs. Tammy McInerney, Chairperson Mr. Joseph Failla Mr. Brian McCauley
Also Present:	Ms. Alisha DiCorpo, Superintendent of Schools Ms. Holly Hollander, Assistant Superintendent

1.	Call to Order The special meeting of the New Milford Board of Education Committee on Learning was called to order at 7:32 p.m. by Mrs. McInerney.	Call to Order
2.	Public Comment <ul style="list-style-type: none"> There was none. 	Public Comment
3.	Discussion and Possible Action A. Five-Year Curriculum Plan (2021-2026) <ul style="list-style-type: none"> Mrs. McInerney said she is happy to see this plan as it shows the work being done in the district in regards to curriculum vetting, review, and revision every five years. Ms. Hollander said, being new, she was gratified to see that there is a clear process in place that is systemic and provides training. The plan is fluid and may be adjusted or changed if a need arises. For this year's work, Mrs. McInerney asked when they will see the curriculum brought forward. Ms. Hollander said starting after the first of the year. Mrs. McInerney said she thought some courses listed were already done for this year, specifically social studies. 	Discussion and Possible Action A. Five-Year Curriculum Plan (2021-2026) <div style="text-align: right;">  RECEIVED TOWN CLERK 2021 SEP 13 A 8:49 </div>

NEW MILFORD, CT

	<ul style="list-style-type: none"> Ms. DiCorpo said that is an approved course change for which curriculum will now be written. <p>Mr. McCauley moved to bring the Five-Year Curriculum Plan (2021-2026) to the full Board for approval, seconded by Mr. Failla and passed unanimously.</p>	<p>Motion made and passed unanimously to bring the Five-Year Curriculum Plan (2021-2026) to the full Board for approval.</p>
4.	<p>Item for Information and Discussion</p> <p>A. Supporting Student Learning during Quarantine</p> <ul style="list-style-type: none"> Ms. Hollander provided a handout, attached to these minutes, which describes the supports for student learning during quarantine. She said it is a responsive plan, tailored to individual students, not one size fits all. It includes periodic check-ins during the day by Remote Learning Specialists (RLS) as well as content specialists as needed. The RLS's may be Tech Integration Specialists, interventionists or other support personnel. They are also looking to hire building subs to support this process. Mrs. McInerney said her concern is students falling behind due to a 10 day quarantine. Ms. Hollander said she is confident that staff will support as needed. Mrs. McInerney asked if there have been any quarantines so far and if so how the plan is working. Ms. Hollander said there have been and so far it is working well. Mr. Failla asked about funding and if the support personnel listed are already in the system. Ms. DiCorpo said the Tech Integration Specialists are funded through ESSER. Ms. Hollander said the interventionists and lit coaches support as well. 	<p>Item of Information and Discussion</p> <p>A. Supporting Student Learning during Quarantine</p>

**New Milford Board of Education
Committee on Learning Special Meeting Minutes
September 9, 2021
Sarah Noble Intermediate School Library Media Center**

Page 3

	<ul style="list-style-type: none">• Mr. Failla wondered if there will be a breaking point if too many students are out on quarantine at one time.• Ms. DiCorpo said they will be watching and making adjustments as needed. She said if a full school was to go out, remote learning is allowed at that time. She is hopeful that won't be needed.	
5.	Public Comment <ul style="list-style-type: none">• There was none.	Public Comment
6.	Adjourn <p>Mr. McCauley moved to adjourn the meeting at 7:56 p.m. seconded by Mr. Failla and passed unanimously.</p>	Adjourn <p>Motion made and passed unanimously to adjourn the meeting at 7:56 p.m.</p>

Respectfully submitted:



**Tammy McInerney, Chairperson
Committee on Learning**

New Milford Public Schools



Curriculum, Instruction and Accountability

NMPS Support for Students In Quarantine

2021-2022

Presented to the Committee on Learning

September 9, 2021

As we start the 2021-2022 school year and look forward to having our students join us for in-person instruction, we realize that there may be times where a student will not be able to join us due to COVID-related circumstances. While the district will not be providing remote learning this year, we are committed to supporting students who are asked to stay home through contact tracing. Through clear communication and home/school collaboration, we will work with families to ensure their child is provided with support through an asynchronous model.

1. Classroom teachers will maintain a Google Classroom with information and instruction for the day's lessons.
 - a. At the preschool level, instruction will align with the theme or focus occurring in the classroom.
 - b. At the elementary level, instruction will focus on literacy and mathematics.
 - c. At the secondary level, students will focus on the four core subjects (ELA, mathematics, science, and social studies)
2. A quarantine learning day will consist of four hours. To be marked "present" for the day.
 - a. Excel - a.m. excel - 9 - 10:30
p.m. excel - 12:30 - 2:00
 - b. Elementary 9:00 a.m. - 1:00 p.m.
 - c. Secondary 8:00 a.m.- 12:00 p.m.
3. K-12 Students will participate in a minimum of two meetings through Google Meets by a Remote Learning Specialist (RLS). One session will occur at the start of the day and the other towards the end. The RLS will meet with the student to answer questions, provide support and review the assignments for the day. The RLS may schedule a "mid-day check-in" to support the student and when needed, collaborate with classroom teachers to support specific content needs and/or questions that the RLS cannot answer. The student will be contacted by the RLS through the Classroom Google.

New Milford Public Schools



Curriculum, Instruction and Accountability

4. The RLS will work with the building administrator to arrange additional Google Meets for students at the secondary level to address students' questions related to specific course content.
5. All assignments must be completed and submitted as directed by the classroom teacher(s).
6. Services for students receiving special/related services will be coordinated by the Director of Special Services and Pupil Personnel or Special Education Supervisors

Once it is determined that a student must quarantine, the following will occur:

1. The building nurse will communicate with the building principal.
2. The building principal will communicate with the classroom teacher(s) and the RLS so each can be prepared. Quarantine School will begin the subsequent school day after being informed. The classroom teacher will reach out to the family to review the process for school support during the quarantine period and help set-up the morning meeting for the next day.
3. The RLS will communicate through the class Google Classroom and the identified Google Meet.
4. The RLS will discuss the learning that will take place and help the student by setting daily goals to be accomplished. Prior to leaving the morning meeting, the RLS may schedule a mid-day check in to answer any questions or schedule additional support, if needed. At the end of the day, the student and the RLS will meet one final time to discuss what was accomplished for the day and, if appropriate, schedule the morning meeting for the next day.
5. The classroom teacher will check the work completed providing feedback to the student and communicating specific needs, if any, to the RLS.

New Milford Public Schools



Curriculum, Instruction and Accountability

Role and Responsibilities

Building Administrator/Special Education Administration.	Classroom Teacher	Remote Learning Specialist
<ul style="list-style-type: none"> • Work with the school nurse and the Assistant Superintendent to communicate student(s) needs. • Communicate with the family as needed. • Support the classroom and RLS as needed. • Ensure Google Classroom is being properly maintained • Coordinate support and related services for eligible students. 	<ul style="list-style-type: none"> • Maintain Google Classrooms with assignments that are aligned to the content being taught in class. • Ensure all related materials for the assignments are available. • Ensure that all students on your teaching roster have access. • Provide any additional materials to support the Remote Learning Specialist. • Provide student(s) with feedback on the assignments turned in. <p>Reminder - a student must complete all assignments to be counted as <i>present</i> for the day. Therefore, teachers must check the Google Classroom to monitor that work has been completed.</p>	<ul style="list-style-type: none"> • Work with the building administrator to address student needs for the day. • Work collaboratively with the classroom teacher for assignments and related materials to support the day's learning. • Create strong systems of communication. • Collaborate with special education teachers and related service staff to ensure that individual needs (modifications and accommodations) are provided for students with disabilities.

**New Milford Board of Education
Facilities Sub-Committee Minutes
September 14, 2021
Sarah Noble Intermediate School Library Media Center**

RECEIVED
TOWN CLERK
2021 SEP 16 A 9:33

NEW MILFORD, CT

Present:	Mr. Brian McCauley, Chairperson Mrs. Eileen P. Monaghan Mrs. Olga I. Rella
Also Present:	Ms. Alisha DiCorpo, Superintendent Ms. Holly Hollander, Assistant Superintendent Mr. Matthew Cunningham, Facilities Director Mr. Nestor Aparicio, Assistant Facilities Director Mr. Anthony Giovannone, Director of Operations and Fiscal Services Mrs. Laura Olson, Director of Pupil Personnel and Special Services

1.	Call to Order The meeting of the New Milford Board of Education Facilities Sub-Committee was called to order at 6:47 p.m. by Mr. McCauley.	Call to Order
2.	Public Comment • There was none.	Public Comment
3.	Discussion and Possible Action A. SNIS Oil Tank Education Specs • Mr. Cunningham said he received the specs late this afternoon and they will be in Friday's Board packet. He said they provide a view of what we are looking to do with this project, and are required as part of the grant process with the Department of Administrative Services (DAS). Mrs. Rella moved to bring the SNIS Oil Tank Education Specs to the full Board for discussion and possible action. Motion seconded by Mrs. Monaghan. Motion passed unanimously.	Discussion and Possible Action A. SNIS Oil Tank Education Specs Motion made and passed unanimously to bring the SNIS Oil Tank Education Specs to the full Board for discussion and possible action.

4.	Items for Information and Discussion	Items for Information and Discussion
	<p data-bbox="264 432 691 464">A. NMHS Roof Project Update</p> <ul data-bbox="363 506 990 1077" style="list-style-type: none"> • Mr. Cunningham said the project is held up by the global shortages, specifically the fasteners in this case. In the meantime, they are working on the low slope roofs. Flashing replacements will begin on the flat roofs later this month. • Mrs. Rella asked if the project is still on target. Mr. Cunningham said they are still within the 400 day window originally set. • Mr. McCauley asked if the recent heavy rains were an issue. Mr. Cunningham said nothing substantial at NMHS. • Ms. DiCorpo said SNIS had some leaks but the roof is under warranty and will be addressed. • Mr. Cunningham said this is primarily an issue with the flashing. He said HPS had some issues too and that roof is not under warranty. <p data-bbox="264 1119 805 1150">B. School Based Health Centers Update</p> <ul data-bbox="363 1192 990 1839" style="list-style-type: none"> • Ms. DiCorpo said Ms. Hollander contacted the state for assurance that the SBHCs are acceptable for ESSER funding. With that assurance in place, the agreements are in the process of being signed. Ms. DiCorpo said she will also be reaching out to Representatives Minor and Buckbee to lobby for funding support. • Mrs. Monaghan asked if the space had been defined. Ms. DiCorpo said it has been, through an architectural study. The program will be phased in over two years, beginning with NES and SMS. • Mrs. Rella said she had thought that once the program was established it would run on its own financially. Ms. DiCorpo said the district will still need to cover secretarial costs and medical supplies not covered by insurance. 	<p data-bbox="1027 432 1446 464">A. NMHS Roof Project Update</p> <p data-bbox="1027 1119 1344 1188">B. School Based Health Centers Update</p>

	<p>C. SNIS Oil Tank Update</p> <ul style="list-style-type: none"> • Mr. Cunningham said there is a prep meeting with DAS scheduled for Monday, to review what is needed when applying for the grant. With the use of an online portal, Mr. Cunningham is hopeful that the process will be completed in October so that the project can go out to bid. • Mr. McCauley asked about the timeframe for the actual project. Mr. Cunningham said it should take a couple of days at most. • Mrs. Monaghan asked if the area will be landscaped following. Mr. Cunningham said yes, that is part of the specs. <p>D. NV5/ESG Update</p> <ul style="list-style-type: none"> • Mr. Cunningham said the project team meets biweekly. The last meeting focused on the lighting aspects of the project, which included polling of teachers in the buildings. Background check expectations and vaccination requirements were also discussed. ESG will be out on Thursday for site visits for chillers and RTUs. IT will be consulted regarding plug in controllers for energy conservation at night. • Mrs. Monaghan said she appreciated the teacher survey as it is important to include their input. • Ms. DiCorpo said she and Mrs. Faulenbach have had additional meetings with the Town about the project. They have asked for a cost by school and for clarification on the cost of state permit requirements. <p>E. NMHS Scoreboard</p> <ul style="list-style-type: none"> • Mr. Cunningham said Mr. Lipinsky has chosen to wait until the end of the fall season to complete this repair so as to avoid any potential disruptions. It is scheduled for November 15. 	<p>C. SNIS Oil Tank Update</p> <p>D. NV5/ESG Update</p> <p>E. NMHS Scoreboard</p>
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	<p>F. NMHS Tennis Courts Update</p> <ul style="list-style-type: none"> • Mr. Cunningham said a walkthrough was done last week and the project is complete. New nets were purchased and pickleball lines added as well. They are open for play. He is talking to the maintenance crew about future cleaning to maximize the repair. <p>G. NMHS Electronic Sign</p> <ul style="list-style-type: none"> • Mr. Cunningham said they received the permit from Zoning yesterday. Principal Manka is considered the end user. It was agreed that flashing lights and motion will be avoided. He said the next step in the process is the building permit. They are hoping for an October install. • Ms. DiCorpo thanked Mayor Bass for waiving the permit fee. <p>H. State of CT Security Grant Proposal</p> <ul style="list-style-type: none"> • Mr. Cunningham said there is nothing new to report as they are still waiting on the award. • Ms. DiCorpo said the topic will stay on future agendas until the outcome is known. <p>I. Capital Five-Year Plan</p> <ul style="list-style-type: none"> • Mr. Cunningham said this is a fluid document. He is anticipating that some items will be addressed with the security grant and NV5/ESG project. ESG had accumulated a great deal of information about the buildings during walkthroughs with Facilities staff, whether ultimately included in the project or not, and Facilities will be using this to help reevaluate the plan going forward. • Ms. DiCorpo said there will be workshops on capital at budget time, including other areas and technology. <p>J. Turf Field Committee Update</p>	<p>F. NMHS Tennis Courts Update</p> <p>G. NMHS Electronic Sign</p> <p>H. State of CT Security Grant Proposal</p> <p>I. Capital Five-Year Plan</p> <p>J. Turf Field Committee Update</p>
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	<ul style="list-style-type: none"> Mr. Cunningham said the Turf Field Committee will reconvene on September 21. They are still looking for another Board member to join. During that meeting, they will be discussing ways to profit from field usage and advertisement, updating of the field use handbook and the application form. 	
K.	<p>Hipp Road Traffic Study</p> <ul style="list-style-type: none"> Mr. Cunningham said Facilities attended a meeting with the Town on August 30 to discuss traffic flow problems at SMS and NES. This perennial problem has been exacerbated by higher car traffic due to COVID-19. They are reconvening in a couple of weeks. Mr. Cunningham is interested to see what Public Works has to suggest. He said student safety is paramount to the district. Ms. DiCorpo said they are interested in adding a crosswalk between campuses that includes a light up sign and also looking at the speed limit of the street. Mrs. Monaghan asked if arrivals are staggered between the schools. Mr. Cunningham said they are but traffic is still an issue. Mrs. Rella suggested expanding the parking lot for staff by using the old tennis court area. Ms. DiCorpo said they are looking at all areas. 	K. Hipp Road Traffic Study
L.	<p>Feasibility Study and Enrollment Study Updates</p> <ul style="list-style-type: none"> Mr. Cunningham said they are looking to set up a Special Meeting of the Board in late September/early October to review both studies. Ms. DiCorpo said they will be presented back to back as they are intertwined. This will provide detailed information to begin the conversation of next steps. The Mayor will be invited since Town consensus will also be needed. 	L. Feasibility Study and Enrollment Study Updates

M.	COVID-19 Related Materials/COVID-19 Building Use Form <ul style="list-style-type: none"> Mr. Cunningham said they are in good shape with supplies, but do need to order additional dividers for the tables outside under the tent at the high school, as they will move inside at the end of October and go into the large gym. This will require a set up and breakdown each day. Mr. Cunningham said they have added a COVID-19 event management form to the building use packet. It has been reviewed by Lisa Morrissey and DPH and will be updated as needed. Ms. DiCorpo said there are no restrictions on Facilities use at this time as long as the proper protocols are followed when applying. Mrs. Rella said it will be important to be careful with the gym floors to avoid damage. Mr. Cunningham said the tables have rubberized feet. Ms. DiCorpo noted that a final finish was not done on the floors due to the roof project. Mr. Giovannone said he would be revising the purchase resolution for Friday's Board packet to include the dividers. 	M. COVID-19 Related Materials/COVID-19 Building Use Form
5.	Public Comment <ul style="list-style-type: none"> There was none. 	Public Comment
6.	Adjourn Mrs. Rella moved to adjourn the meeting at 7:20 p.m., seconded by Mrs. Monaghan and passed unanimously.	Adjourn Motion made and passed unanimously to adjourn the meeting at 7:20 p.m.

Respectfully submitted:



Brian McCauley, Chairperson
 Facilities Sub-Committee

**New Milford Board of Education
Operations Sub-Committee Minutes
September 14, 2021
Sarah Noble Intermediate School Library Media Center**

RECEIVED
TOWN CLERK

2021 SEP 16 A 9:33

NEW MILFORD, CT

Present:	Mrs. Wendy Faulenbach, Chairperson Mrs. Eileen P. Monaghan Mrs. Olga I. Rella, Alternate
Absent:	Mr. Pete Helmus
Also Present:	Ms. Alisha DiCorpo, Superintendent Mr. Anthony Giovannone, Director of Fiscal Services and Operations Mrs. Laura Olson, Director of Pupil Personnel and Special Services Ms. Holly Hollander, Assistant Superintendent Mrs. Catherine Gabianelli, Human Resources Director Mr. Matthew Cunningham, 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. Mrs. Rella was seated as an alternate in the absence of Mr. Helmus.	Call to Order
2.	Public Comment • There was none.	Public Comment
3.	Discussion and Possible Action A. Tuition Rates for 2021-2022 • Mrs. Faulenbach referenced the memo. She said the five year average was helpful. • Mrs. Monaghan asked what the differences are. • Mr. Giovannone said totals are enrollment driven. He said they do not include Sherman tuition which is in a separate agreement. Mrs. Rella moved to bring the Tuition Rates for 2021-2022 to the full Board for approval. Motion seconded by Mrs. Monaghan. Motion passed unanimously.	Discussion and Possible Action A. Tuition Rates for 2021-2022 Motion made and passed unanimously to bring the Tuition Rates for 2021-2022 to the full Board for approval.

	<p>B. New Milford High School Graduation Date 2022</p> <ul style="list-style-type: none"> • Mrs. Rella asked if there was any discussion about holding graduation at the high school versus at the O'Neill Center. • Ms. DiCorpo said that conversation will only take place if COVID protocols prohibit use of the O'Neill Center. She said using the high school is not ideal for several reasons: need for a raindate, limited seating for guests, and health issues due to heat. • Mrs. Faulenbach said the Board will be approving the date and time for now as well as reserving a spot at the O'Neill Center. This gives us time to see how the year goes and what options there are. • Ms. DiCorpo noted that there has been one inclement weather day already due to flooding, with the last day of school now June 6. A graduation date of June 11 will be tight if it is a rough winter weather-wise. <p>Mrs. Rella moved to bring the New Milford High School Graduation Date 2022 of Saturday, June 11, 2022 at 2:00 p.m. to the full Board for approval.</p> <p>Motion seconded by Mrs. Monaghan.</p> <p>Motion passed unanimously.</p> <p>C. Capital Five-Year Plan</p> <ul style="list-style-type: none"> • Mrs. Faulenbach noted this was discussed earlier in the evening at Facilities. The plan is a fluid document and will be discussed further as the Board moves into budget. <p>D. Twin Lakes Contract for PowerSchool Support</p> <ul style="list-style-type: none"> • Ms. DiCorpo said the district has experienced significant challenges with the integration of School Messenger and PowerSchool. Demographics need updating. The Tech 	<p>B. New Milford High School Graduation Date 2022</p> <p>Motion made and passed unanimously to bring the New Milford High School Graduation Date 2022 of Saturday, June 11, 2022 at 2:00 p.m. to the full Board for approval.</p> <p>C. Capital Five-Year Plan</p> <p>D. Twin Lakes Contract for PowerSchool Support</p>
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	<p>Director is part-time and this additional support will be used for data scrubbing and additional training. The contract will be in the Board packet for next week's meeting.</p> <ul style="list-style-type: none"> • Mrs. Rella asked where the funding was coming from. • Mrs. Faulenbach said it will come from the tech line and it is savings due to the absence of a full-time director. • Mrs. Rella asked if the district can get out of the contract if they find a full-time director. • Ms. DiCorpo said the contract is for 15 hours a week and is well under the savings amount available. It is scheduled to run through December, with a 30 day out clause. She is hopeful the district will have a new director onboard by then. • Mrs. Rella said she hopes the new director will look to replace School Messenger which she said is outdated. • Ms. DiCorpo said they will be reviewing alternatives as part of the budget process. • Mrs. Monaghan asked if they are receiving applications. Ms. DiCorpo said they are. They are working to redo the posting so that it is TRB eligible too which should help attract applicants. <p>Mrs. Rella moved to bring the Twin Lakes Contract for PowerSchool Support to the full Board for approval.</p> <p>Motion seconded by Mrs. Monaghan.</p> <p>Motion passed unanimously.</p>	
E.	<p>Myke Foo Media Contract</p> <ul style="list-style-type: none"> • Ms. DiCorpo said Myke Furhman sent a signed copy of the contract this afternoon and it will be included in Friday's Board packet. It mirrors last year's agreement. 	<p>Motion made and passed unanimously to bring the Twin Lakes Contract for PowerSchool Support to the full Board for approval.</p> <p>E. Myke Foo Media Contract</p>

	<ul style="list-style-type: none"> Mrs. Faulenbach said they have been pleased with the service and would like to explore other avenues for promotion of the district. <p>Mrs. Rella moved to bring the contract for Myke Foo Media to the full Board for approval.</p> <p>Motion seconded by Mrs. Monaghan.</p> <p>Motion passed unanimously.</p>	<p>Motion made and passed unanimously to bring the contract for Myke Foo Media to the full Board for approval.</p>
4	<p>Items of Information</p> <p>A. Exhibit A: Personnel — Certified, Non-Certified Appointments, Resignations and Leaves of Absence</p> <ul style="list-style-type: none"> Mrs. Gabianelli said there have been 7 resignations and 31 appointments, of which 11 are coaches. Certified staff show 2 resignations and 8 appointments. Non-certified staff show 5 resignations, of which 3 are retirements, and 12 appointments. Ms. DiCorpo gave kudos to the administrative team in filling these positions, many of which are in a shortage area. It shows a strong recruiting effort. Mrs. Rella asked about the enrichment teacher for SNIS. Ms. DiCorpo said this is the TAG teacher who also includes some students at SMS. She said there is a mandated policy coming that requires identification of talented and gifted students. The district already does this in practice, there is just no policy commemorating that as of now. <p>B. Monthly Reports</p> <ol style="list-style-type: none"> Budget Position dated August 31, 2021 Purchase Resolution D-750 Request for Budget Transfers <ul style="list-style-type: none"> Mr. Giovannone said salaries are still proving out and will be better informed by the October report. He referenced the capital reserve 	<p>Items of Information</p> <p>A. Exhibit A: Personnel — Certified, Non-Certified Appointments, Resignations and Leaves of Absence</p> <p>B. Monthly Reports</p> <ol style="list-style-type: none"> Budget Position dated August 31, 2021 Purchase Resolution D-750 Request for Budget Transfers

	<p>amount on page 4 which is \$18,201 and said there have been discussions with the Mayor regarding what will happen if an emergency appropriation is needed prior to audit certification in January 2022. Once the audit is certified, \$2.5 million will be available for capital reserve request. Mr. Giovannone said the turf field account has been updated to show the Town deposit and team collected fees. It does not include an additional \$100,000 that is pending final audit.</p> <ul style="list-style-type: none">• Mrs. Faulenbach questioned line 53310 audit accounting. It is \$40,000 this year and was \$45,000 last year. Mr. Giovannone said that number comes from the Town and he will follow up with them.• Mrs. Faulenbach asked what year of the auditor contract we are in. Mr. Giovannone said year 2 of 3.• Mrs. Monaghan referenced line 53010 legal and suggested that line be upped at budget time since it seems to need additional funding each year.• Mr. Giovannone said that line is the retainer amount for Pullman Comley as well as additional funding for another vendor.• Mrs. Faulenbach said the Board is engaged in four negotiations this year, there is new leadership and people in new positions, policy changes, and COVID has complicated everything. All contribute to legal fees.• Ms. DiCorpo said it is on the list to review for budget.• Mrs. Faulenbach asked if revenue line 49103 is new this year. Mr. Giovannone said it is.• Mr. Giovannone said there would be a revised purchase resolution for the full Board meeting.	
C.	Tuition Students	C. Tuition Students

	<ul style="list-style-type: none">Mrs. Faulenbach noted that this memo is provided for informational purposes. <p>D. Feasibility Study and Enrollment Study Updates</p> <ul style="list-style-type: none">Mrs. Faulenbach said this was discussed early this evening at Facilities. A Special Meeting of the Board will be scheduled to review these studies and begin planning for the future.	<p>D. Feasibility Study and Enrollment Study Updates</p>
5.	<p>Public Comment</p> <ul style="list-style-type: none">There was none.	<p>Public Comment</p>
6.	<p>Adjourn</p> <p>Mrs. Rella moved to adjourn the meeting at 8:03 p.m. seconded by Mrs. Monaghan and passed unanimously.</p>	<p>Adjourn</p> <p>Motion made and passed unanimously to adjourn the meeting at 8:03 p.m.</p>

Respectfully submitted:



Wendy Faulenbach, Chairperson
Operations Sub-Committee