

Regular Board of Education Meeting  
Wednesday, January 6, 2021 6:30 PM

Board of Education Conference Room at Center  
School  
49 Lyme Street  
Old Lyme, CT 06371

## **Agenda**

- I. Call to Order
- II. Approval of Minutes
  - A. Regular Meeting of December 2, 2020
- III. Visitors
  - A. Report from Student Representatives
  - B. Public Comment
- IV. Administrative Reports
  - A. Superintendent's Report
  - B. Business Manager's Report
- V. Educational Presentation
  - A. The Witness Stones Project  
**Speaker(s):** Michelle Dean
- VI. Chairman & Board Report
- VII. New Business
  - A. Board of Ed Meeting Schedule for 2021-2022  
**Speaker(s):** Ian Neviaser
  - B. AP Statistics Textbook  
**Speaker(s):** Michelle Dean
  - C. Tuition Student Request
  - D. Approval of the Multipurpose Artificial Playing Surface  
**Speaker(s):** Ian Neviaser
- VIII. Old Business
  - A. Closing of LOLHS Project
  - B. 2021-2022 School Calendar
  - C. Policy Review: 5145.44 Title IX
  - D. Report of Committees: Facilities, Finance, Communications, Policy, LEARN, LOL Prevention Coalition, Sustainability
- IX. Executive Session
  - A. Superintendent's Mid-Year Review
- X. Adjournment

# LYME-OLD LYME SCHOOLS

*Regional School District #18*

*A Private School Experience*



*in a Public School Setting*

## **Regular Board of Education Meeting**

December 2, 2020

*Board Present:* Diane Linderman, Chair; Martha Shoemaker, Vice Chair; Steven Wilson, Secretary; Rick Goulding, Stacey Leonardo; Jennifer Miller; Mary Powell St. Louis; Suzanne Thompson

*Present Via Telephone:* Jean Wilczynski

*Administration Present:* Ian Neviaser, Superintendent of Schools; Mark Ambruso, Principal of Lyme-Old Lyme Middle School; James Cavalieri, Principal of Lyme Consolidated School; Michelle Dean, Director of Curriculum; Melissa Dougherty, Director of Special Services; Kelly Enoch, Principal of Mile Creek School; Holly McCalla, Business Manager; Jeanne Manfredi, Assistant Principal of Lyme-Old Lyme High School; Ron Turner, Director of Facilities & Technology; Noah Ventola, Assistant Principal of Lyme-Old Lyme Middle School; James Wygonik, Principal of Lyme-Old Lyme High School

*Others Present:* 12 Community Members from LOL

### **I. Call to Order**

The meeting was called to order at 6:30 p.m. by Superintendent Neviaser. The Pledge of Allegiance was recited.

#### **1. Election of Board Officers**

Mrs. Miller made a motion to nominate Diane Linderman as the Chair of the Board of Education. A paper ballot vote reflected all Board members voting for Diane Linderman as the Chair of the Board.

Mrs. Wilczynski made a motion to nominate Martha Shoemaker as the Vice Chair of the Board of Education. A paper ballot vote reflected all Board members voting for Martha Shoemaker as the Vice Chair of the Board.

Mrs. Thompson made a motion to nominate Steven Wilson as the Secretary of the Board of Education. A paper ballot vote reflected all Board members voting for Steven Wilson as the Secretary of the Board.

***49 Lyme Street, Old Lyme, Connecticut 06371***

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Mrs. Shoemaker made a motion to nominate Jean Wilczynski as the Treasurer of the Board of Education. A paper ballot vote reflected all Board members voting for Jean Wilczynski as the Treasurer of the Board.

## **II. Approval of Minutes**

**MOTION:** Dr. Powell St. Louis made a motion, which was seconded by Mrs. Shoemaker, to approve the minutes of Special Meeting, Regular Meeting and Executive Session of November 4, 2020 and Special Meeting of November 24, 2020 as presented.

Mrs. Miller made a correction to page 4 of the Regular Meeting Minutes of November 4, 2020 in which she added the word “cumulative” to the section on the grass field construction costs.

**VOTE:** the Board voted unanimously in favor of the motion with the inclusion of the change recommended by Mrs. Miller.

## **III. Visitors**

### **1. CAPSS Student Recognition**

This agenda item was postponed due to the pandemic. It will be rescheduled when in-person attendance of visitors to Board meetings has resumed.

### **2. Report from Student Representatives**

Isabella Hine and Ellery Zrenda reported on the following activities taking place at the schools:

*At LOLHS:* On November 10, the music department successfully held an outdoor concert. The weather cooperated. Many turned out for the event. The music was first class. With a combined effort of the Community Service Club, National Honor Society and the local Cub Scout troop, the annual Thanksgiving Food Drive delivered two truckloads of food to the Food Bank. On November 23 and 24, the high school held virtual parent/teacher conferences. We received an abundance of positive feedback on the experience. The National Honor Society is holding its annual Holiday Toy Drive. Anyone interested in donating a new, unwrapped toy can drop it off at the high school in the next two weeks. The Student Leaders and Music Department are working on a joint effort to live-stream the annual holiday assembly on December 23.

*At LOLMS:* The middle school remained active in the month of November. On November 11, the students recognized Veterans Day by writing thank you cards to active service members and by decorating the front of the middle school with nearly 300 American flags. Over 100 students submitted entries to the annual Patriots Pen essay contest. The winning essays were chosen by the Old Lyme VFW. The students also participated in the Turkey Dance Challenge. The Turkey Dance was a fun community building activity which also raised two truckloads of non-perishable food items that will benefit Southeastern Connecticut. In addition, the middle school staff hosted parent-teacher conferences with over 200 Zoom parent-teacher conferences occurring on November 23 and 24. The middle school staff continues to teach and reinforce the COVID mitigation strategies as the winter season approaches.

*At Lyme Consolidated School:* Lyme School was very busy during the month of November. On November 5, the third graders received dictionaries from the local Rotary Club. Veterans Day was celebrated by watching the district video and making thank you cards for the local veterans. Each student placed a flag in the ground in front of the school and were encouraged to wear red, white and blue to school. The Lyme School would like to thank Mr. Noah Ventola for preparing the Veterans Day video and for providing the flags. Project Paws spent 20 minutes in each of the classrooms on November 18 and 19. A second "Virtual Town Meeting" of the year was held on November 20. Report cards were set home on November 20 for students in grades 1 through 5. Virtual parent/teacher conferences were held on November 23 and 24. Lyme School has joined the Trex Challenge that collects recyclable plastic materials. Thanks were extended to Lyme School parent Karen Taylor for helping to organize this event.

*At Mile Creek School:* The month of November was very busy at Mile Creek. Students celebrated Veterans Day by sending cards to local veteran groups, by contributing to the district's Veterans Day video, by planting American flags in front of the school and by wearing red, white and blue. The school had their first visit of the year from Project Paws Pals during recess time. The fifth grade students engaged in a live Zoom meeting with Channel 3 meteorologist Bruce DePrest as part of their study of hurricanes. Students drew pictures of Thanksgiving floats, and fifth grader Woody Goss utilized the drawings to create an animated Thanksgiving Parade enjoyed by the whole school. A Zoom meeting Spirit Day also took place. Students wore fancy clothing on the top and casual clothing on the bottom. The outfits were very creative. The Trex Challenge has begun, and we have been collecting an impressive amount of recyclable plastic materials. This month parent-teacher conferences also took place.

*In the Preschool Program:* The preschool ended the month of November with the spirit of giving. The book *Stone Soup* is a tradition in preschool and teaches students about a community who shares with each other during difficult times. Typically, after reading the story, the classes make Stone Soup to share as a classroom community. In keeping with the theme of "flexibility" this year, the preschool adjusted their tradition by collecting non-perishable food items and made a donation to the United Way of Southeastern Connecticut to benefit their Food Center program. Staff and students thank all who made donations. The theme of giving will continue in December as students learn about helping the community and celebrations. They will learn about the letters G, H and I and will study snowflakes when they talk about patterns in math. December will also include books about gingerbread and winter. Spirit Days are scheduled and students will participate in different fun activities like Crazy Hair Day and Pajama Day. On December 16, all students will attend a virtual "field trip" at the Florence Griswold Museum. During the field trip, they will have an art lesson through Zoom with museum staff. Their works of art will be wrapped as gifts for their parents. The preschool wishes everyone a happy winter holiday season.

### 3. Public Comment

Bill Folland, an Old Lyme resident, spoke to environmental concerns of the proposed artificial playing field; specifically, possible drainage to the pond behind the high school. He recommended that the Board have soil samples taken from the pond before approving the construction of this field, which he believed

would alleviate community concerns about contamination. Mr. Folland also recommended that the funding of this field be decided by a vote of the townspeople.

Brian Cole, a resident of Old Lyme, read the following statement:

*My name is Brian Cole and I appreciate the opportunity to address the Board on the turf field issue. My wife and I have lived in Old Lyme for 36 years. Each of our 3 children has played sports for and graduated from Lyme-Old Lyme Schools. Our children have played soccer, baseball, softball, track and volleyball at Lyme-Old Lyme. Over the years, I have served as President of the Lyme-Old Lyme Soccer Club and have coached my children in a number of their activities.*

*While my wife and I are very happy that our children attended Region 18 schools, there can be no doubt that our athletic facilities have lacked one important component over the years: a turf field. Children in neighboring towns have had the ability to practice and play year-round on their respective turf fields, but our children have been hindered by a shortage of available field space.*

*I have attended Zoom meetings and spoken with numerous people about this issue. While I can appreciate the rights of those who oppose moving forward with this project to express their views, I cannot agree with them. Many of the objections that have been voiced appear to be the result of misinformation about the project or a lack of understanding about sports.*

*Environmental and budgetary issues have been addressed at some length by the Board and the various subcommittees who have worked for years on a practical, responsible plan for our towns and our children.*

*Sports play an important role in the lives of our children as they grow up, not to the detriment of academics, but as an enhancement. As an example, "A survey of 400 female corporate executives found 94% played a sport and that 61% say sports contributed to their career success." (EY Women Athletes Business Network/espnW, 2014).*

*A turf field is long overdue in our community (I only wish my own children had the opportunity to play on turf fields). I implore the Board to proceed with this worthwhile endeavor and not allow the voices of a few to derail the wishes of the many. Moving forward with this project is the right thing to do and many years from now, after your service to Region 18 is complete, you'll know that you were on the right side of history on this issue.*

Mona Colwell, a resident of Old Lyme, cautioned the Board members over bending to the wishes of a few against the voices of many regarding the proposed artificial playing surface. She voiced the environmental concerns of using crumb rubber and the potential of contamination and voiced support for using safe organic material instead. She also agreed that it was financially irresponsible if this was not brought to the community for a vote. She encouraged Board members to think long and hard about this decision, and she recommended that they talk to the taxpayers as they elected the Board to represent them.

Martha Grossel, a resident of Old Lyme, voiced concern over the effect to the environment of using crumb rubber fill for the artificial playing surface and recommended the use of safer, less toxic materials for construction of the field. She also noted that there are many in the community who are unaware of this proposal.

Jennifer O'Brien, a resident of Old Lyme, voiced support for a turf field but recommended that the Board consider other non-toxic material vs. crumb rubber. She noted that many towns have banned crumb rubber because of environmental concerns and studies are not yet complete on the effect of crumb rubber. She questioned why the district would consider the usage of crumb rubber when other towns are banning its use and that they would risk the health of students.

#### IV. Administrative Reports

##### 1. Superintendent's Report

Mr. Neviasser reviewed the December personnel report. Of note, Fawn DeMello has been hired as the payroll clerk in the Business Office.

Mr. Neviasser reported that the state has changed their guidelines on the requirements for those who want to substitute teach (only need high school degree vs. bachelor's degree). He encouraged former Lyme-Old Lyme graduates to apply as substitutes, especially those who are studying to be teachers.

Mr. Neviasser reviewed the December enrollment report. There are currently 1,283 students in-house, an increase of three students since last month this time.

Mr. Neviasser reviewed the schedule of upcoming budget-related meetings in January and asked that the Board members mark their calendars for the series of meetings to develop the 2021-2022 budget.

Mrs. Thompson inquired whether the Board would continue to meet in-person in January/February. Mr. Neviasser reported that the Board would meet in-person as he believed it was not fair to ask students and staff to report to school in-person and then hold Board meetings remotely. He noted that the Board meetings would continue to be livestreamed with the call-in capability for those Board members who cannot attend.

Mr. Neviasser gave an update on the progress towards the district goals.

*Curriculum. Provide a rigorous educational experience for students, in all modes of instruction (remote or in-person), that is in alignment with the high standards and expectations of the communities we serve.*

- Seamless transition to full time remote learning for quarantine grade levels.
- Utilizing new remote learning schedules providing more engagement per day.

*Human Resources. Provide additional support for staff to ensure existing and new employees have the resources necessary to perform the duties of their jobs at the highest level possible.*

- All instructional assistants have technology to work remotely.
- Tutors running reading groups remotely.

*Community. Support the social emotional needs of students and staff, with emphasis on self-care and community responsibility during this time of uncertainty.*

- Giving teachers and instructional assistants the ability to work remotely when necessary.
- Successful fall season of activities – trying to run same programming as normal by being creative in traditions, i.e., virtual Veterans Day program, outdoor band concert, etc.
- Spending the time to do contact tracing and only shutting down when absolutely necessary; kudos to administration and nursing staff.

*Facilities. Monitor and evaluate five-year facility, safety, and technology plans to ensure appropriate improvements and maintenance of buildings, grounds, and infrastructure in line with recommendations from the DPH and the CSDE.*

- Lyme School HVAC system installed; gym floor will likely be completed during February vacation.
- Submitted School Security and Safety Plan to the state.
- Utilization of existing staff to cover illnesses and keep buildings open.

*Board of Education. Provide resources to support students and staff through a variety of different means during this time of uncertainty.*

- Commencement of budget season.

Mrs. Wilczynski inquired about the status of volunteers helping in the cafeterias. Mr. Neviasser noted that this is running more smoothly after expectations were clarified. Volunteers are assisting with packaging and delivering food to classrooms. There is more participation because meals are free. There will be a district cost if more Chartwells employees are needed.

Mrs. Wilczynski inquired about the need for a crosswalk at Cross Lane and Mile Creek Road due to the increase in walkers and bikers. Kelly Enoch, Principal of Mile Creek School, explained the various routes these children take to school to avoid that busy intersection. Parents are also involved in walking their children to school.

## 2. Business Manager's Report

Mrs. McCalla reviewed the Executive Budget Summary as of November 30, 2020. Fluctuations of note: *Spending year to date is on track with last year to date.*

*Special Education is down year over year due to reduced tuition costs.*

*Transportation is down due to credits for collapsed/reduced routes due to driver shortage and reduced ridership.*

*Debt Service: due to refunding form January 2020 - movement of payment to August.*

**Year To Date Revenue Report**

	2019-2020 Received	2020-2021 Received YTD
Town of Old Lyme	\$27,556,679	\$10,560,850
Town of Lyme	\$6,579,421	\$2,443,597

Mrs. McCalla reviewed the Contingency Maintenance Report. There was \$1,687 in new spending for a chemical feed pump. Balance is at \$169,036.

Mrs. McCalla reported that recent communication from FEMA indicates the district will be receiving \$5,330 for the Q2 claim. There is no indication as to when the funds would be released. The district has been granted an additional \$13,574 in Corona Virus Relief Funds, bringing the total to \$343,315, all of which must be spent by December 30, 2020.

**V. Educational Presentation**

**1. Special Education Update**

Melissa Dougherty, Director of Special Services, gave a PowerPoint presentation entitled *Understanding Special Education Costs* which included information on the constant and variable costs in the special ed budget; causes of the variability; out of district placement examples and costs; and special ed therapy and evaluation examples and costs. A copy of Mrs. Dougherty’s presentation is attached to these minutes for informational purposes.

Follow-up on the presentation included discussion on the educational and residential costs and different services/environments of the out-placement facilities.

**VI. Chairman & Board Report**

Mrs. Linderman reported on the various communications sent to the Board; she encouraged Board members to share correspondence that is not sent to the entire Board.

**VII. New Business**

Mrs. Linderman asked for a motion to add an additional agenda item to New Business: addition of a member to the Sustainability Ad Hoc Committee.

**MOTION:** Mrs. Miller made a motion, which was seconded by Mrs. Thompson, to add a New Business item to the agenda (addition of member to the Sustainability Committee).

**VOTE:** the Board voted unanimously in favor of the motion.

**1. 2021-2022 School Calendar**

Mr. Neviasser reviewed a draft of the proposed 2021-2022 school calendar for the Board’s review. He noted that the unions have reviewed the draft and have approved the calendar as is being presented.

Mr. Neviaser reviewed key points of the schedule which mimics previous year's calendars in many aspects.

Mrs. Shoemaker asked for some clarification on the professional development day scheduled for December 23. Mr. Neviaser addressed the question explaining that the teachers can work remotely in the afternoon of this early dismissal day to complete the safety training that is required of all staff.

The calendar will be voted on at the January Board meeting.

## 2. Renewal of Auditor Contract

Mr. Neviaser noted that this is the third contract with this auditor who is not increasing her costs through June 2023.

Motion: Mrs. Miller made a motion, which was seconded by Dr. Goulding, to approve the renewal of the auditor contract of Sandra E. Welwood, LLC, through June 30, 2023.

VOTE: the Board voted unanimously in favor of the motion.

## 3. HVAC Controls Contract

Ron Turner, Director of Facilities and Technology, provided the following background information on this agenda item: Connecticut Controls is the district's current provider of onsite and remote support for the HVAC building control systems and has been under contract with the district in this capacity for approximately eight years. The staff of Connecticut Controls are very familiar with the buildings and systems, and they have been extremely responsive and efficient whenever there is a call for service. A brief example of their responsiveness occurred during the COVID response prior to the opening of school. When the CT DPH and others provided recommendations in July for HVAC intervention to safely open school buildings, Connecticut Controls was able to make the district a priority and complete a function check of the entire HVAC system. This check allowed the district to open the schools with the reassurance that the district's systems were all functioning to the best of their capabilities. This contract value is in the anticipated range for the current budget and will be appropriately added to the 21/22 FY budget.

MOTION: Mrs. Shoemaker made a motion, which was seconded by Mrs. Thompson, to award Connecticut Controls Corporation a three-year service contract to continue to provide onsite support of the district's HVAC automated control systems for \$16,900.00 annually and to waive the bidding process.

VOTE: the Board voted unanimously in favor of the motion.

## 4. Policy Review: 5145.44 Title IX

Mr. Neviaser reported that the district recently received recommended updates to the Title IX Policy from CABE. The interpretation of this policy has changed and districts can be penalized if they don't respond

appropriately. Mr. Neviasser reviewed the adjustments, approved at the policy committee level, on several pages of the recommended policy, mostly so that it was more in-line with district verbiage.

There was a question on whether this policy should appear in the student and personnel section of the policy book. Mr. Neviasser explained that they are trying to avoid duplication of policies for efficiency reasons. It was suggested that the word “Students” be removed from the title of the policy because the policy referred to students and employees.

**5. Addition of Member to the Sustainability Committee:**

Mrs. Miller requested that Steven MacAusland be added as a member of the Sustainability Committee. She cited Mr. MacAusland’s experience with environmental initiatives as a reason for this addition to the committee.

**MOTION:** Mrs. Miller made a motion, which was seconded by Mrs. Thompson, to add Steven MacAusland as a member of the Sustainability Ad Hoc Committee.

**VOTE:** the Board voted unanimously in favor of the motion.

**VIII. Old Business**

**1. Approval of AP Computer Science Textbook**

The Board approved the addition of the AP Computer Science course at the November meeting. The administration is now seeking approval of the textbook for this course. This is being funded through a grant.

**MOTION:** Dr. Goulding made a motion, which was seconded by Dr. Powell St. Louis, to approve the textbook recommendation for the AP Computer Science course.

**VOTE:** the Board voted unanimously in favor of the motion.

**2. Closing of LOLHS Project**

The district is still waiting for the final change order from the State so there is no action required on this agenda item.

**3. Report of Committees:**

- a. *Facilities.* Dr. Goulding commended the administration for the in-person education the students are receiving as studies are showing that students are doing better health wise when in a controlled environment. On another matter, Dr. Goulding referred to the information currently on the district website to educate the community on the proposed artificial playing surface. He thanked Jennifer Miller for the “Summary of Options Considered and Proposed Alternative” which she recently put together relating to the multipurpose field proposal.
- b. *Finance.* No report.

- c. *Communications*. Mrs. Thompson referred the Board to the minutes from the Policy and Communications Committee meeting of November 18, 2020. She welcomed Board input on helping this committee identify areas where they need improvement in communications.
- d. *Policy*. No report.
- e. *LEARN*. Mrs. Linderman reported on her recent involvement with LEARN's teacher union negotiations and their work on a teacher residency program to bring more diversity to the region. She also reported on a "Thought-Exchange" survey program which help groups pose questions to the community, get responses and analyze results.
- f. *LOL Prevention Coalition*. Mrs. Shoemaker reported on a recent presentation on vaping. She noted that they are finding higher attendance at their meetings when they are held remotely.
- g. *Sustainability*. Mrs. Miller gave an update on some of the initiatives of this committee including working with the high school's Environmental Club, getting the middle school more involved, and holding presentations at staff and PTO meetings to increase awareness of the 4R's recycling campaign. Mrs. Miller also gave an update on the Trex Challenge (plastic film recycling initiative) with bins being added at the Lyme and Old Lyme town halls and the Lymes' Youth Service Bureau. Mrs. Miller also noted that this committee is working on the pros and cons of the proposed artificial playing surface. They are also working with the group "Sustainable CT."

**IX. Correspondence**

There was no correspondence to report.

Mrs. Linderman noted that this agenda item would be eliminated going forward as the majority of correspondence to the Board is via email and is shared with all Board members.

**X. Executive Session**

There was no need for an executive session.

**XI. Adjournment**

The regular meeting adjourned at 8:10 p.m. upon a motion by Dr. Golding and a second by Mrs. Shoemaker.

Respectfully submitted,

Steven Wilson, Secretary

# Understanding Special Education Costs

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Melissa Dougherty

December 2, 2020

## The Budget...

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### Constant:

- Supplies
- Dues
- Professional Development

### Variable:

- Public Tuition
- Private Tuition
- Special Education Therapy and Evaluation
- Transportation

## What Causes the Variability?

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Our obligation to educate all students in their least restrictive environment.

Individuals with Disabilities Act (rev. 1990)

Education of all Handicapped Children Act 1975

District recommends an out of district placement to meet the student's needs

Students move to the district and were previously placed by sending district

DCF involvement

Unilateral Placements

Parent requests for Independent Educational Evaluations

Additional supports/evaluations required for educational programming

## Out of District Placement Examples

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School Name	Daily Rate	Yearly Tuition	Transportation
Natchaug Hospital	\$353	\$66,717	\$2,472
Waterford Country School	\$347	\$64,195	\$22,341
Meliora		\$138,420	\$32,720
Foundation School		\$68,500	\$37,026
LEARN		\$104,763	\$22,000
Public School		\$22,412	N/A

## Special Education Therapy and Evaluation Examples

Professional Services	Cost Per Year
Behavioral Supports	\$83,500 per student
Independent Educational Evaluation	\$5,000 ea.
District Evaluation Request/Consultation	\$5,000 ea. / \$1,350 ea.

## Sample Budget

Example: Projected 2020-21 Special Education Budget					
Student	School	Tuition	Transportation	SpEd Therapy and Evaluation	Total
Student A	School Z	\$76,700	\$22,300		\$99,000
Student B	School Y	\$62,190	\$20,635		\$84,825
Student C	School X	\$138,420	\$33,697		\$172,117
Student D				\$83,500	\$83,500
Student E				\$5,000	\$5,000
<b>Projected Budget: \$444,442</b>					
Student F	School W	\$247,224	N/A		\$247,224
Student G				\$5,000	\$5,000
Student H & I				\$167,000	\$167,000
<b>Projected Increased Expenditure: \$419,224</b>					
<b>Projected Adjusted Expenditures: \$444,442 + \$419,224 =</b>					<b>\$863,666</b>

Questions?

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Thank you



**Vacancies | Appointments | Resignations | Long-Term Substitutes**

<b>Vacancies</b>		
<b>Position</b>	<b>Location</b>	<b>Closing Date</b>
<b>2020-2021</b>		
Instructional Assistants	All Levels	Until Filled
Substitute Teachers	All Schools	Always accepting

<b>Appointments</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Kimberly Heilweil	Instructional Assistant	LOLMS	January 4, 2021
Lauren Robertson	Instructional Assistant	Lyme School	January 4, 2021
Heather Supersano	Special Ed Teacher (long-term substitute position)	LOLMS	January 29, 2021 through end of school year

<b>Resignations/Retirements/LOA</b>			
<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Effective Date</b>
Timothy Baughman	Instructional Assistant	LOLMS	January 15, 2021
Emily Powers	Instructional Assistant	LOLMS	December 23, 2020

<b>Confirmed Separations</b>		
<b>Name</b>	<b>Position</b>	<b>Location</b>

## Regional School District Eighteen January 2021 Enrollment Report

### Breakdown by School

Grade	Center	MC	Lyme	Middle	High	Total
PreK (3)	22					22 (+2)
PreK (4)	78					78 (+1)
K		44	34			78
1st		49	30			79 (+1)
2nd		37	33			70
3rd		55	30			85
4th		43	34			77
5th		43	37			80
6th				91		91
7th				85		85 (+2)
8th				96		96
9th					97	97 (+1)
10th					111	111
11th					124	124
12th					117	117
<b>Totals</b>	<b>100</b>	<b>271</b>	<b>198</b>	<b>272</b>	<b>449</b>	<b>1290 (+7)</b>

### Breakdown by Town

Grade	Old Lyme	Lyme	Tuition	Total
PreK (3)	19	3	0	22
PreK (4)	68	10	0	78
K	59	18	1	78
1	65	14	0	79
2	57	13	0	70
3rd	72	12	1	85
4th	62	15	0	77
5th	62	18	0	80
6th	71	20	0	91
7th	74	11	0	85
8th	72	24	0	96
9th	80	16	1	97
10th	88	22	1	111
11th	110	14	0	124
12th	87	28	2	117
<b>Totals</b>	<b>1046</b>	<b>238</b>	<b>6</b>	<b>1290</b>

Special Education (various facilities)	6
Grasso Tech	10
Marine Science Magnet School of SE CT	2
<b>Total Out of District</b>	<b>18</b>
<b>GRAND TOTAL</b>	<b>1308</b>

Out of District	17	1	0	18
<b>TOTAL</b>	<b>1063</b>	<b>239</b>	<b>6</b>	<b>1308</b>

Impact to Towns	Old Lyme	Lyme
12/1/2020	1296	238
% of total census	81.6%	18.4%
1/1/2021	1302	239
% of total census	81.6%	18.4%

All special education including prek and out of district = 174

# LYME-OLD LYME SCHOOLS

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## 2021-2022 BUDGET PROCESS TIMELINE

*All budget meetings are open to visitors from the Lyme and Old Lyme communities.  
The majority of meetings will take place in the Board of Ed Conference Room at Center School or other venues based on space needs due to COVID-19.*

October	Preliminary Data Gathering and Projections. Enrollment Projections and Staffing Proposals are Prepared. Committees and administrators work to identify needs and major drivers that will impact the budget.
November 4	<b>[6:00 pm] Special Board of Education Meeting with BOE, BOS, BOF, School Administrators and Parent Leadership</b> Review and discuss needs and drivers as prepared by administrators and committees.
November 4	<b>[7:00 pm] Regular Board of Education Meeting</b>
Nov – Dec	Administrators prepare budget according to parameters set forth by the Board of Education; Budgets are reviewed with the superintendent.
January 6	<b>[6:30 pm] Regular Board of Education</b>
January 13	<b>[6:30 pm] Special Board of Education Meeting</b> Workshop 1: Elementary, Middle, High School and Curriculum Budget Presentations.
January 20	<b>[6:30 pm] Special Board of Education Meeting</b> Workshop 2: Special Education, Facilities, Technology, Operations and Central Services Presentations.
January 27	<b>[6:30 p.m.] Special Board of Education Meeting (meeting if needed)</b> Board reviews budget as it will be presented at budget forum.
February 3	<b>[6:30 pm] Budget Forum</b>
February 3	<b>[7:00 pm] Regular Board of Education Meeting</b> Budget Adoption by Board of Education.
February	Communication Committee prepares budget edition of <i>Focus on Education</i> .
Feb - March	Central Office prepares budget books.
March-April	Presentation of Budgets to Boards of Finance (both communities). Mailing of special edition of <i>Focus on Education</i> . Presentation of budget to community groups.
April 5	<b>[6:30 pm] District Budget Hearing</b>
April	Reminder Post Cards to Vote.
May 3	<b>[6:30 pm] District Budget Meeting</b>
May 4	Anticipated Date for Budget Referendum Vote.

**EXECUTIVE BUDGET SUMMARY..... \$34,711,631**

	<b>20-21 Budget</b>	<b>20-21 Actuals</b>	<b>% Spent as of 12/31/2020</b>	<b>% Spent as of 12/31/2019</b>
Certified Salaries	\$14,227,237	\$5,240,918	36.8%	39.9%
Non-certified Salaries	\$3,619,265	\$1,422,026	39.3%	44.3%
Employee Benefits	\$4,737,682	\$1,800,930	38.0%	49.6%
Instructional Programs	\$1,478,212	\$979,704	66.3%	69.4%
Special Education	\$1,452,941	\$743,868	51.2%	65.9%
Support Services	\$78,148	\$29,516	37.8%	42.1%
Administrative Services	\$818,208	\$566,123	69.2%	73.2%
Pupil Transportation	\$1,144,367	\$853,243	74.6%	79.8%
<b>Plant Operation &amp; Maintenance</b>	<b>\$4,002,850</b>	<b>\$2,583,203</b>	<b>64.5%</b>	<b>68.1%</b>
<b>OPERATING BUDGET</b>	<b>\$31,558,910</b>	<b>\$14,219,531</b>	<b>45.1%</b>	<b>50.2%</b>
<b>DEBT SERVICE</b>	<b>\$3,152,721</b>	<b>\$2,544,489</b>	<b>80.7%</b>	<b>43.8%</b>
<b>TOTAL BUDGET</b>	<b>\$34,711,631</b>	<b>\$16,764,020</b>	<b>48.3%</b>	<b>49.5%</b>

**Notes:**

Salaries: 3rd payroll 12/31/20, reports prepared 12/22/20

Special Education: Lower YOY placement costs

Transportation: Billing differential due to collapsed/reduced routes

Debt Service: Due to refunding from 1/20 moved payment to August

**Year To Date Revenue Report**

	<u>2019-2020 Received</u>	<u>20-21 Received YTD</u>
Town of Old Lyme	\$27,556,679	\$12,497,987
Town of Lyme	\$6,579,421	\$2,891,817

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<b>Budgeted - Fiscal Year 2020-2021</b>			<b>\$200,000</b>
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<b><u>Lyme</u></b>			
October	F+F Mechanical (repl gas heater in mtce garage)	\$1,195	
December	Whitewater (chem feed pump/analyzer/recorder)	\$14,465	
	<b>Total Lyme Projected as of 12/31/2020</b>		<b>\$15,660</b>

<b><u>Mile Creek</u></b>			
October	F+F Mechanical (repl gas heater in mtce garage)	\$1,195	
	<b>Total Mile Creek Projected as of 12/31/2020</b>		<b>\$1,195</b>

<b><u>Center</u></b>			
September	Dhd Windows & Doors (shattered window)	\$3,963	
October	F+F Mechanical (repl gas heater in mtce garage)	\$1,195	
October	Whitewater (Est. to fix Grinder pumb back up)	\$1,109	
November	Whitewater (Purchase of chemical feed pump)	\$557	
	<b>Total Center Projected as of 12/31/2020</b>		<b>\$6,824</b>

<b><u>Middle</u></b>			
October	F+F Mechanical (repl gas heater in mtce garage)	\$1,195	
October	Whitewater (Est. to fix Grinder pumb back up)	\$1,109	
November	Whitewater (Purchase of chemical feed pump)	\$557	
	<b>Total Middle Projected as of 12/31/2020</b>		<b>\$2,861</b>

<b><u>High</u></b>			
September	Huntington Power Equip (Generator Repair)	\$16,338	
October	F+F Mechanical (repl gas heater in mtce garage)	\$1,195	
October	Whitewater (Est. to fix Grinder pumb back up)	\$1,109	
November	Whitewater (Purchase of chemical feed pump)	\$574	
	<b>Total HS Projected as of 12/31/2020</b>		<b>\$19,215</b>

<b>Remaining contingency as of 12/31/2020, Fiscal Year 2021</b>	<b><u>\$154,245</u></b>
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# The Witness Stones Project

Connecting students to local history



# What is the Witness Stones Project?

***“The aim of the Witness Stones Project is to restore the history and honor the humanity and contributions of the enslaved individuals who helped build our communities”.***

- First implemented in Guilford CT in 2017
- Developed by Dennis Culliton, a Guildford High School History Teacher
- Modeled after the Stolpersteine Project in Berlin, Germany
- Focuses on the five themes of Slavery
- Directly connects to the 3Cs/Four Dimensions of Inquiry
- Promotes civic engagement and partnerships with local organizations
- Encourages interdisciplinary work

# Components to the Witness Stones Project (WSP)

1. Students engage in research on one of nine enslaved people from the community
  - Possible visit to the FG Museum to see actual ledgers/source documents*
  - Possible mini-poetry unit in ELA with local CT Poet Laureate*
1. Students develop a presentation on the life and contributions of the person
1. Students will be invited to participate in the dedication ceremony in May on Lyme Street

# Timeline of Events/Pilot Curriculum

**November**  
2020

Region 18 is invited to participate in the Witness Stones Project by the local WSP group.

**December**  
2020

Historial, Carolyn Wakeman, starts gathering source documents on enslaved people of Old Lyme.

**January**  
2021

7th grade ELA and SS teachers trained in WSP curriculum/documents / Planning begins for pilot

**April**  
2021

Implementation of curriculum in 7th grade Social Studies (with possible interdisciplinary work in ELA)

**May**  
2021

Community dedication of 8-9 Witness Stones along Lyme Street

Creating community connection, civic engagement  
and enduring understandings of the human condition



# LYME-OLD LYME SCHOOLS

*Regional School District #18*

*A Private School Experience*



*in a Public School Setting*

## **Board of Education Meeting Schedule for 2021-2022**

**Meetings Begin at 6:30 p.m.**

**All meetings will take place in the Board of Education Conference Room at Center School**

*Meetings are scheduled on the first Wednesday of each month.*

*Special meetings will be called as necessary.*

August 4, 2021

September 1, 2021

October 6, 2021

November 3, 2021

December 1, 2021

January 5, 2022

February 2, 2022

March 2, 2022

April 6, 2022

May 4, 2022

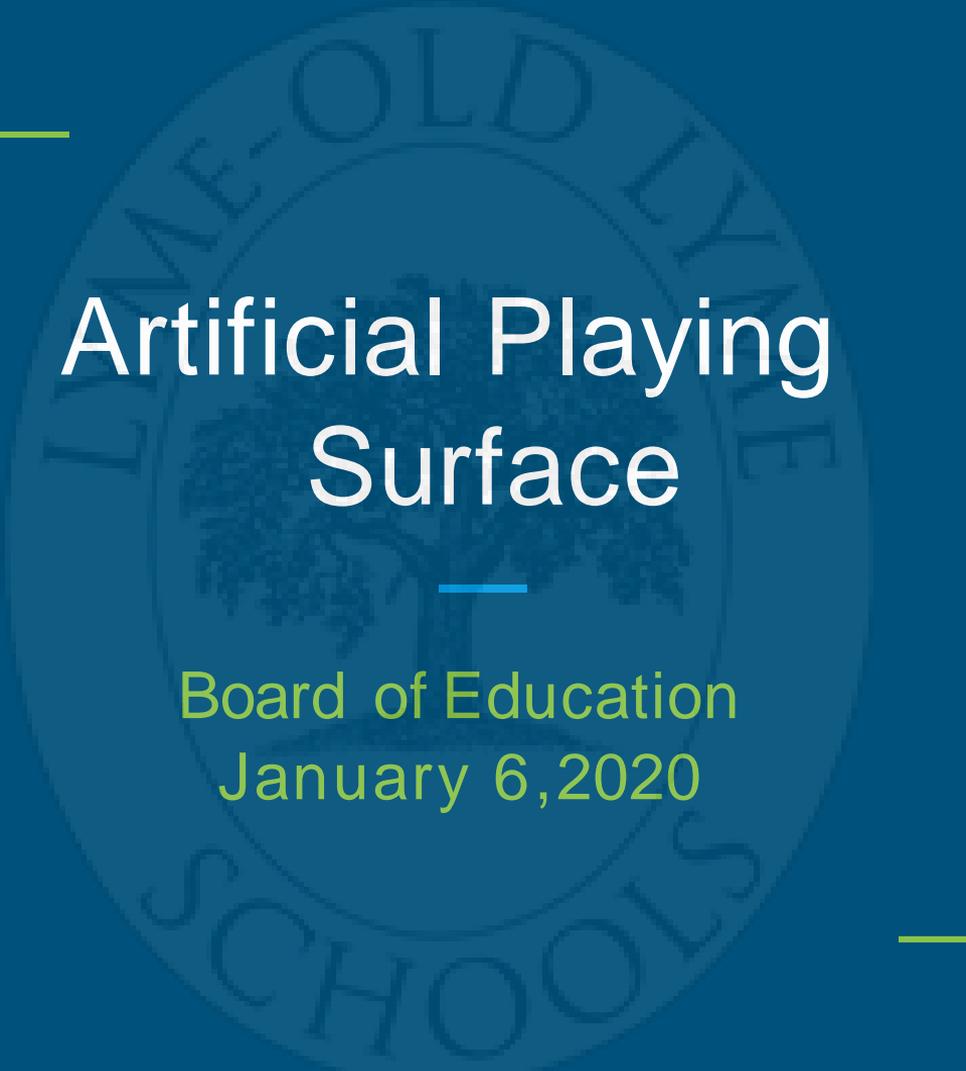
June 1, 2022

July 6, 2022

*Approved by Board of Education on January \_\_\_\_, 2021*

**49 Lyme Street, Old Lyme, Connecticut 06371**

**T: 860-434-7238 F: 860-434-9959 E: [neviaseri@region18.org](mailto:neviaseri@region18.org) [www.region18.org](http://www.region18.org)**

The background features a large, faint, circular seal of the Lyme-Old Lyme Schools. The seal contains a tree in the center and the text "LYME-OLD LYME SCHOOLS" around the perimeter. The seal is centered on the page.

# Artificial Playing Surface

Board of Education  
January 6, 2020

# History

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2017

- April 17 - First meeting of the special committee to review and research the current state of our athletic fields and develop a long-term plan to address our water issues. The committee came back with a two-part recommendation.
- October 4 – The BOE voted to approve the use of funds to support the design and bidding of a dedicated system that would supply water to our two irrigated athletic fields, leaving the remainder of our water supply for potable use.
- October 4 – The BOE approved the committee’s second recommendation to pursue the concept of installing a synthetic field.

# History

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## 2019

- June – Completed installation of pump system that allows us to use a limited amount of pond water to supplement our irrigation water supply
- October 2 - BOE approved funding for second recommendation
- December 4– Malone & McBroom presentation to BOE

## 2020

- May 26 – Inland Wetlands Commission Approval
- October 21 - Public Forum
- December 14 – Zoning Commission Approval

# Needs and Considerations

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- Reason for new field
  - Excessive overuse of existing fields
  - Unmet need for additional playing and practice space
  - Lack of available water to irrigate fields resulting in high maintenance costs
- Considerations
  - Safety for students
  - Safety for the environment
  - Short and long term costs

# Proposed Budget

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- Design, bidding and construction administration \$74,500
- Turf field installation with shock pad and Brock Fill \$2,273,250
  - Inclusion of shock pad and use of Brock Fill resulted from community feedback.
- Funding would come from Undesignated Fund
  - C.G.S. Sec. 10-51(d)(2) allows regional Boards of Education to appropriate up to 1% of the current fiscal year's budget to a "reserve fund for capital and nonrecurring expenditures."

# Budget Types

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- Generally, three budget sources based on size of project
  - Annual budget
  - Undesignated Fund- savings account
  - Bonds - Goal is consistency over time

# **Synthetic Turf Field Design and Construction Approval**

## **Lyme – Old Lyme Schools**

**January 6, 2021**

**Action:** Approve the construction of a multipurpose playing surface behind LOLHS as detailed in the attached proposal; forgo policy 3324.1 and award Milone and MacBroom the contract to perform final design, bid assistance\*, and construction administration for an estimated cost of \$2,347,250. This project will be funded from the reserve fund balance.

\*Note: Once bids are received the Board will vote on who constructs the field.

**Background:** Milone and MacBroom was selected in 2017 as the School District's design agent to address and evaluate athletic field options and has been involved through every step of the process.

Currently, Milone and MacBroom has completed the design of an artificial turf field to be located on the existing practice field, and the District has received all applicable approvals from the Town of Old Lyme. The next steps in the process will involve a final design plan, release of a public competitive bid, and oversight and administration of the construction.

Aside from the architectural and engineering fees, approval of this total package will include General Conditions, Site Preparation, a Synthetic Turf Field utilizing a shock pad and BrockFill as infill material, Earthwork, Drainage, and General Site Improvements.

The Facilities and Finance Committee has recommended the BOE move forward with the Turf Field Project and award Milone and MacBroom the contract to perform the final phases of the process.

December 23, 2020

Mr. Ronald Turner  
Director of Facilities and Technology  
Lyme-Old Lyme Public Schools  
49 Lyme Street  
Old Lyme, CT 06371

**RE: Synthetic Turf Field – Phase II  
Final Plans, Permitting, and Construction Administration  
Regional School District #18 Athletic Facilities  
MMI #2999-03-0**

Dear Mr. Turner:

Pursuant to your request, Milone & MacBroom, Inc. (MMI) is pleased to provide this proposal for professional engineering services for the design of a synthetic turf multipurpose field at the Old Lyme Middle School/High School campus. With the completion of design development documents and receipt of all local land use approvals, it is our understanding the Regional School District #18 (RSD18) is now ready to proceed with final construction document-level design and competitive bidding of the project followed by construction

Utilizing the Design Development/Land Use Approval drawing set entitled "Synthetic Turf Field, Lyme-Old Lyme High School," dated July 2, 2020, revised November 9, 2020, MMI offers to provide the following services to complete this project:

## **SCOPE OF SERVICES**

### **1.0 Final Design and Construction Documents**

- 1.1 Meet with the project team to review the final details and decisions prior to proceeding with the preparation of final plans and specifications.
- 1.2 Prepare the final plans (bid-ready) for construction, incorporating comments from RSD18 and stakeholders on the design development submission. The final drawings will be prepared at a scale of 1 inch = 30 feet and will include the following:
  - 1.2.1 Cover sheet, including general notes and legend
  - 1.2.2 Demolition and removals plan
  - 1.2.3 Layout and landscaping for the desired improvements
  - 1.2.4 Grading, including spot elevations at critical locations
  - 1.2.5 Site drainage improvements, including field underdrainage, with slopes and invert elevations
  - 1.2.6 Site utility improvements, including stormwater management features

- 1.2.7 Erosion and sedimentation control plan, including a sequence of construction and a brief narrative
- 1.2.8 Field cross sections and construction-level site development details
- 1.3 Prepare the technical specifications for the proposed improvements based on the Construction Specifications Institute (CSI) three-part format. It is assumed that RSD18 will provide for our use its "front-end" specifications, including bidding and insurance requirements, general conditions, supplemental conditions, etc. It is also assumed that the project will be bid as a lump sum with a schedule of values for the project components provided at the time of the bid.
- 1.4 Prepare a final opinion of probable construction costs for the proposed improvements.
- 1.5 Meet with the project team to review the final plans and specifications. Make minor revisions as may be required.

## **2.0 Bid Assistance**

- 2.1 Assist RSD18 in seeking competitive bids for the proposed improvements, including the following:
  - Participate in a prebid meeting with prospective bidders.
  - Respond to reasonable requests for information and issue addenda, if required.
  - Review the bids, review bidder qualifications, and assist in awarding the contract.

## **3.0 Construction Administration**

- 3.1 Assist in administering the construction contract by performing the following:
  - Attend a preconstruction meeting with the contractor, school officials, and other affected parties.
  - Respond to requests for information from the contractor.
  - Review shop drawings and product data submittals from the contractor.
- 3.2 Observe the work in progress for general consistency with the plans and specifications. It is assumed that there will be weekly site visits under this task as well as special visits during critical construction operations. We have assumed that project construction will take approximately 3 months to complete.
- 3.3 Perform a semifinal observation of the completed work and prepare a punch list of incomplete or deficient items.
- 3.4 Perform a final observation of the completed work and make a recommendation to RSD18 regarding the acceptance of the project.

#### **4.0 Additional Services Rendered**

- 4.1 Attend and present at additional meetings with the Old Lyme Zoning Commission, the Regional School District #18 Board of Education, and the Facilities and Finance Committee.
- 4.2 Provide a memorandum regarding the environmental impacts of crumb rubber infill.
- 4.3 Provide estimates for a grass field in lieu of synthetic turf, and provide revised estimates for a synthetic turf field with alternative infill.

#### **ESTIMATED SCHEDULE**

The schedule for the services noted above will be determined at the review meeting with the project committee.

#### **PROFESSIONAL FEES**

The work in the above-noted scope of services will be performed for the following lump sum fees. Please note that the fees are in line with the original project proposal, which based final design and construction-related service fees off of a percentage of the anticipated construction costs.

Task 1.0 – Final Design and Construction Documents .....	\$30,400
Task 2.0 – Bid Assistance .....	\$4,600
Task 3.0 – Construction Administration.....	\$29,500
Task 4.0 – Additional Services Rendered .....	\$10,000
<b>Total Budget .....</b>	<b>\$74,500</b>
Reimbursable Expenses – Cost not-to-exceed .....	\$1,500*

\*The direct expense values represent a not-to-exceed value for nonsalaried expenses such as mileage, printing, special mailings, and other expenses that you may authorize.

#### **STANDARD TERMS AND CONDITIONS**

This proposal is subject to our Standard Terms and Conditions, which are attached hereto and incorporated herein.

#### **EXCLUSIONS AND LIMITATIONS**

Please note that the following services are not included in this proposal:

1. Boundary surveys
2. Environmental assessments
3. Traffic services
4. Nonlocal regulatory permitting that is not explicitly included in the above scope
5. Meetings and/or presentations in addition to those noted above

6. Design of off-site improvements
7. Lighting design and/or site electrical engineering
8. Resident inspection or full-time construction inspection
9. Design of special structures such as retaining walls
10. Analysis of soils for the presence of contaminated materials

Should the above items or any additional services be required, they can be provided under a supplemental agreement.

**ACCEPTANCE**

The original and one copy of this agreement are enclosed. If the above is acceptable, please confirm your acceptance by signing one copy in the space provided and returning it to us for our files.

We appreciate the opportunity to be a part of your project and look forward to a continued pleasant and rewarding association.

Sincerely,

MILONE & MACBROOM, INC.



Kevin C. Fuselier, PLA, LEED GA  
Principal Landscape Architect



Mark A. Arigoni, PLA  
Manager of Landscape Architecture – US

Enclosures

2999-03-0-d2320-prop.docx

The above proposal and attached Standard Terms and Conditions are understood and accepted:

By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Print name and title)

## **STANDARD TERMS AND CONDITIONS**

Unless specifically excluded in the Contract, these Terms and Conditions are incorporated by reference into the foregoing proposal or contract and shall be part of the Agreement under which Services are to be performed by Milone & MacBroom, Inc. (**MMI**) for the **Client**.

- 1. Method of Payment:** Monthly, **MMI** will invoice **Client** for all Services rendered during the previous month. Invoices will be due upon receipt. Any unpaid invoices and charges will draw late payment fees at 1½% per month commencing 30 days after date of invoice. **Client** shall notify **MMI** in writing of any disputed amount within 10 days after date of invoice; otherwise, **Client** shall be deemed to have waived any objection to all invoice charges and agreed to the invoice being acceptable. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Lump Sum Fee Price and Fixed Price contracts will be invoiced on a percent-complete basis as determined by **MMI**. Unless otherwise agreed, out-of-pocket costs for mileage, special mailing, reprographics, and similar costs will be invoiced as additional direct expenses. Subconsultant fees will be invoiced at cost plus a 10 percent markup for processing. In the event that **MMI** retains a collection agency or attorneys to recover any monies owed by **Client** to **MMI**, then **MMI** shall also be entitled to recover its reasonable cost of collection and legal costs from **Client**, including, but not limited to, all fees and costs incurred by **MMI** under mediation and litigation proceedings. **MMI** may suspend or terminate any and all of the Services if payment of any invoiced amount not reasonably in dispute is not received by **MMI** within 60 days from the date of **MMI's** invoice. Such suspension of services is done without waiving any other claim against **Client** and without incurring any liability to **Client** for such suspension due to **Client's** breach of payment terms. Termination shall not relieve **Client** of its obligation to pay amounts incurred up to termination.

The **Client's** obligation to pay for the Services performed under this Agreement is in no way contingent upon **Client's** ability to obtain financing, zoning, approval of governmental or regulatory agencies, favorable judgment of lawsuit, or upon **Client's** successful completion of project. Should Services be suspended for a period of ninety (90) days, **MMI** shall be entitled to additional compensation to reinstate work. Lump sum fees, if applicable, quoted in this Contract shall remain valid for a period of twelve (12) months from the date of Contract. Thereafter, they may be adjusted in accordance with **MMI's** current rate structure. Hourly personnel rates may be adjusted on an annual basis.

- 2. Level of Services:** The Level of Service will be performed for the exclusive benefit of **Client**. **MMI** will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of **MMI's** profession practicing in the same or similar locality at the time of performance. No other warranty, express or implied, is made or intended, and the same are specifically disclaimed.

**Client** shall not be entitled to assert a claim against **MMI** based on any theory of professional negligence or violation of the standard of care unless and until **Client** has obtained the written opinion from a licensed, independent, and reputable engineering and/or environmental professional, as appropriate for the Services in question, that **MMI** has violated the standard of care applicable to **MMI's** performance of those Services under this Contract. **Client** shall promptly provide such independent opinion to **MMI**, and the parties shall endeavor in good faith to resolve the claim within 30 days.

- 3. Deliverables:** All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by **MMI** hereunder shall be delivered to **Client** upon final payment for **MMI's** Services. Deliverables may not be used or reused by **Client**, its employees, agents, or subcontractors in any extension of the project or on any other project or any other use without the prior written consent of **MMI**. **Client** agrees that all deliverables furnished to the **Client** not paid for in full will be returned to **MMI** upon demand and will not be used for design, construction, permits, or licensing. All originals of such deliverables shall remain in possession of and the property of **MMI**. Copies of any electronic media or disks of originals of any of **MMI's** deliverables, such as designs, specifications, calculations, CAD documents, etc., shall not be made available unless a specific agreement is made to the contrary as part of the Scope of Services. All the drawings, plans, specifications, and deliverables prepared by **MMI** are instruments of **MMI's** service, and **MMI** shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, including, but not limited to, the copyrights.

**MMI** shall have the right to include photographic or artistic representations of the Project among **MMI's** promotional and professional materials. **MMI** shall be given reasonable access to the Project to make such representations. **Client** shall advise **MMI** of confidential or proprietary information which should be excluded from promotional materials.

- 4. Limitation of MMI's Liability to Client:** In recognition of the relative risks and benefits of the Project to both the **Client** and **MMI**, the **Client** agrees that except for circumstances caused by the willful misconduct of **MMI**, all claims for damages asserted against **MMI** by **Client**, including claims against **MMI's** directors, officers, shareholders, employees, and agents, are limited to the total fee for services rendered or \$250,000.00, whichever is less. **MMI** is solely responsible for its personnel only, and no others. **MMI** shall not be responsible for any special, incidental, indirect, or consequential damages (including loss of profits) incurred by **Client** as a result of **MMI's** performance or nonperformance of Services. **MMI** shall not be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service provider to install work in accordance with the plans, specifications, or applicable code, or for the actions or inactions of regulatory agencies. Any claim shall be deemed waived unless made by **Client** in writing and received by **MMI** within one (1) year after completion or termination of the Services.

5. **Client Indemnification:** **Client** shall indemnify and hold harmless **MMI** and its shareholders, directors, officers, employees, and agents against all losses or claims, and costs incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, arising out of or which are in any way connected with (i) the acts or omissions of **Client**, **Client's** employees, agents, and subcontractors, or (ii) **Client's** breach of Contract.
6. **Required Disclosures by Client:** **Client** shall provide **MMI** all information which is known or readily accessible to **Client** which may be reasonable and/or necessary for completion of the Services by **MMI** or protection or safety of **MMI** personnel.
7. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Contract, Force Majeure includes, but is not limited to, adverse weather conditions; floods; epidemics; war; riot; strikes; lockouts and other industrial disturbances; unknown site conditions; accidents; sabotage; fire; loss of or failure to obtain permits; unavailability of labor, materials, fuel, or services; court orders; acts of God; and acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.
8. **Termination:** This Contract may be terminated by either party upon thirty (30) days' written notice to the other party. Irrespective of which party terminates or the cause therefor, **Client** shall, within thirty (30) days of termination, compensate **MMI** for fees, charges for services, and costs incurred up to the time of termination, as well as those associated with termination activities. It is agreed, at any time after the total compensation payable to **MMI** under this Contract is met, that **MMI** shall have the right to suspend or terminate further performance or continuance of Services until **Client** and **MMI** have executed an extension to the contract or a new contract.
9. **Entire Contract:** This Contract constitutes the entire agreement, including herein-referenced proposal(s), attachments, and schedules, etc., between the parties and supersedes any and all prior written or oral agreements, negotiations, or understandings existing between the parties. This Contract may be amended only by written instrument signed by each party.
10. **Testimony:** Should **MMI** or any **MMI** employee be requested by any party or compelled by law to provide nonexpert testimony or other evidence with respect to the Services, and **MMI** is not a party to the dispute, **MMI** shall be compensated by **Client** for **MMI's** preparations, document retrieval, document reproduction, and testimony at **MMI's** current hourly rates. **MMI** shall provide expert witness testimony pertaining to any Services at premium rates of 1.5 times the then current hourly rates. **Client** agrees to reimburse **MMI** for reasonable travel, lodging, and meal expenses that are incurred in conjunction with providing either expert or nonexpert testimony or other evidence.
11. **Precedence and Survival:** This Contract shall take precedence over any inconsistent or contradictory provisions contained in any **Client**-issued purchase order, requisition, notice to proceed, or like document regarding the Services. All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between **Client** and **MMI** shall survive the completion of Services hereunder and the termination of this Contract.
12. **Governing Law:** This Contract shall be governed by, construed, and interpreted in accordance with the laws of the State of Connecticut, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.
13. **Claims, Disputes/Mediation:** For any claim, dispute, or other matter in question between parties to this Contract arising out of or relating to this Contract or breach thereof, the parties shall first attempt to resolve such issue through discussions between **MMI** and **Client**. Any claim or dispute not resolved per the above discussions shall be subject to and decided by and through the process of nonbinding mediation. Such mediation process shall be done by and through an independent court-certified mediator. All mediation proceedings, hearings, and meetings shall be held in Cheshire, Connecticut. Any unsettled claims, disputes, or other matters in question between parties not settled and agreed to by this process of mediation shall be subject to and decided by and through litigation.
14. **Equal Opportunity/Non-Discrimination Statement:** **MMI** is an Affirmative Action Equal Opportunity Employer. **MMI** and the **Client** shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by **MMI** and the **Client** that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and **MMI** and the **Client** further agree to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by **MMI** and the **Client** that such disability prevents performance of the work involved.

# REGION 18 ATHLETIC FACILITIES CONCEPTS

Engineer's Opinion of Probable Construction Costs | New Synthetic Turf Field

December 23, 2020

MMI #2999-03

## ➤ Multipurpose Synthetic Field

- General Conditions, Bonding, Site Preparation, Site Removals, Erosion Controls \$100,000

### Turf Field

- Synthetic Turf Field (143,000 square feet) \$865,000
  - BrockFill/Sand Infill
  - Brock SP 17 Shock Pad Underlayment
  - Field Striping
  - Maintenance Equipment (Groomer and Sweeper)
- Earthwork/Field Drainage \$1,040,000
  - Strip and Dispose of Excess Topsoil
  - Mass Earthwork
  - Formation of Subgrade
  - Subsurface Drainage
- Site Improvements \$160,000
  - Perimeter Drainage
  - Safety Netting
  - Fencing
  - Walkways
  - Electrical Conduit

**Subtotal** **\$2,165,000**

**5% Contingency** **\$108,250**

**Total Suggested Construction Budget** **\$2,273,250**

**Final Design, Bid Assistance, and Construction-Administration Fee** **\$64,500**

**Additional Fee for Local Approvals and Information Gathering** **\$10,000**

**Total Remaining Architectural and Engineering Fee** **\$74,500**

**Total Suggested Project Budget** **\$2,347,750**

DRAFT



Lyme-Old Lyme Public Schools • 2021-2022 Calendar



DRAFT

August 2021					4
M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

September 2021					20
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

October 2021					20
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

November 2021					18
M	T	W	T	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				

December 2021					
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

January 2022					20
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

February 2022					15
M	T	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28					

March 2022					23
M	T	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

April 2022					15
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

May 2022					21
M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

June 2022					10
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

School Hours	
Mile Creek/Lyme	8:45-3:15
LOLMS/LOLHS	7:40-2:10
Preschool (am)	8:50-11:20
Preschool (pm)	12:20-2:50
Preschool (full)	8:50-2:50
Early Dismissal	
MileCreek/Lyme	12:15
LOLMS/LOLHS	11:10
Preschool	11:20

Date	Event/Holiday
Aug 23-25	Professional Development Days (FULL) No school for students
Aug 26	Opening Day for Students
Sep 3	School Holiday (Schools Closed)
Sep 6	School Holiday (Schools Closed)
Oct 8	Professional Development Day (HALF) Early dismissal for students
Oct 11	School Holiday (Schools Closed)
Nov 2	Professional Development Day (Full) No school for students
Nov 22-23	Elementary, Middle and High School parent conferences. Elementary, Middle and High School students early dismissal
Nov 24-26	School Holiday (Schools Closed)
Dec 23	Professional Development Day (HALF) Early dismissal for students
Dec 24-31	School Holiday (Schools Closed)
Jan 17	School Holiday (Schools Closed)
Feb 18	Professional Development Day (HALF) Early dismissal for students
Feb 21-25	School Holiday (Schools Closed)
Mar 11	Professional Development Day (HALF) Early dismissal for students
April 15-22	School Holiday (Schools Closed)
May 27	Professional Development Day (HALF) Early dismissal for students
May 30	School Holiday (Schools Closed)
June 13-14	Tentative Final Days Early dismissal for students both days Snow days are added at end of year

## **Policy #5145.44 – Title IX**

Sexual harassment affects a student's ability to learn and an employee's ability to work. Providing an educational and workplace environment free from sexual harassment is an important District goal. The District does not discriminate on the basis of sex in any of its education programs or activities, and it complies with Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations (34 C.F.R. Part 106) concerning everyone in the District's education programs and activities, including applicants for employment, students, parents/guardians, employees, and third parties.

### **Title IX Sexual Harassment Prohibited**

Sexual harassment as defined in Title IX (Title IX Sexual Harassment) is prohibited. Any person, including a District employee or agent, or student, engages in Title IX Sexual Harassment whenever that person engages in conduct on the basis of an individual's sex that satisfies one or more of the following:

1. A District employee conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct; or
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's educational program or activity; or
3. Sexual assault as defined in 20 U.S.C. §1092(f)(6)(A)(v), dating violence as defined in 34 U.S.C. §12291(a)(10), domestic violence as defined in 34 U.S.C. §12291(a)(8), or stalking as defined in 34 U.S.C. §12291(a) (30).

Examples of sexual harassment include, but are not limited to, touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, spreading rumors related to a person's alleged sexual activities, rape, sexual battery, sexual abuse, and sexual coercion.

### **Definitions** (from 34 C.F.R. §106.30)

***Complainant*** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

***Education program or activity*** includes locations, events, or circumstances where the District has substantial control over both the Respondent and the context in which alleged sexual harassment occurs.

***Formal Title IX Sexual Harassment Complaint*** means a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation.

***Respondent*** means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment.

***Supportive measures*** mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the

## **Policy #5145.44 – Title IX**

Respondent before or after the filing of a Formal Title IX Sexual Harassment Complaint or where no Formal Title IX Sexual Harassment Complaint has been filed.

### **Title IX Sexual Harassment Prevention and Response**

The Superintendent or designee will ensure that the District prevents and responds to allegations of Title IX Sexual Harassment as follows:

1. Ensures that the District's comprehensive health education program incorporates (a) age-appropriate sexual abuse and assault awareness and prevention programs in grades pre-K through 12, and (b) age-appropriate education about the warning signs, recognition, dangers, and prevention of teen dating violence in grades 7-12. This includes incorporating student social and emotional development into the District's educational program as required by State law and in alignment with Board policy.
2. Incorporates education and training for school staff as recommended by the Superintendent, Title IX Coordinator, Building Principal, or Assistant Building Principal.
3. Notifies applicants for employment, students, parents/guardians, employees, and collective bargaining units of this policy and contact information for the Title IX Coordinator by, at a minimum, displaying them on the District's website, if any, and in each handbook made available to such persons.

### **Making a Report**

A person who wishes to make a report under this Title IX Sexual Harassment grievance procedure may make a report to the Title IX Coordinator, Building Principal, Assistant Building Principal, or any employee with whom the person is comfortable speaking. A person who wishes to make a report may choose to report to a person of the same gender.

School employees shall respond to incidents of sexual harassment by promptly making or forwarding the report to the Title IX Coordinator. An employee who fails to promptly make or forward a report may be disciplined, up to and including discharge.

The Superintendent shall insert into this policy and keep current the name, office address, email address, and telephone number of the Title IX Coordinator.

#### **Title IX Coordinator:**

Name: Hildie Heck, Athletic Director

Address: Lyme-Old Lyme High School

Email: heckh@region18.org

Telephone: 860-434-1651 x 1014

### **Processing and Reviewing a Report or Complaint**

Upon receipt of a report, the Title IX Coordinator and/or designee will promptly contact the Complainant to: (1) discuss the availability of supportive measures, (2) consider the Complainant's wishes with respect to supportive measures, (3) inform the Complainant of the availability of supportive measures with or without the filing of a Formal Title IX Sexual

## **Policy #5145.44 – Title IX**

Harassment Complaint, and (4) explain to the Complainant the process for filing a Formal Title IX Sexual Harassment Complaint.

Further, the Title IX Coordinator will analyze the report to identify and determine whether there is another or an additional appropriate method(s) for processing and reviewing it. For any report received, the Title IX Coordinator shall review appropriate Board policies to determine if the allegations in the report require further action.

Reports of alleged sexual harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational program or activity that is productive, respectful, and free of sexual harassment.

### **Formal Title IX Sexual Harassment Complaint Grievance Process**

When a *Formal Title IX Sexual Harassment Complaint* is filed, the Title IX Coordinator will either undertake the investigation or appoint a qualified person. The Superintendent or designee shall implement procedures to ensure that all Formal Title IX Sexual Harassment Complaints are processed and reviewed according to a Title IX grievance process that fully complies with 34 C.F.R. §106.45.23. The District's grievance process shall, at a minimum:

1. Treat Complainants and Respondents equitably by providing remedies to a Complainant where the Respondent is determined to be responsible for sexual harassment, and by following a grievance process that complies with 34 C.F.R. §106.45 before the imposition of any disciplinary sanctions or other actions against a Respondent.
2. Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.
3. Require that any individual designated by the District as a Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process:
  - a. Not have a conflict of interest or bias for or against complainants or respondents generally or an individual Complainant or Respondent.
  - b. Receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially.
4. Require that any individual designated by the District as an investigator receiving training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
5. Require that any individual designated by the District as a decision-maker receive training on issues of relevance of questions and evidence, including when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant.

## **Policy #5145.44 – Title IX**

6. Include a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
7. Include reasonably prompt timeframes for conclusion of the grievance process.
8. Describe the range of possible disciplinary sanctions and remedies the District may implement following any determination of responsibility.
9. Base all decisions upon the preponderance of evidence standard.
10. Include the procedures and permissible bases for the Complainant and Respondent to appeal.
11. Describe the range of supportive measures available to Complainants and Respondents.
12. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

### **Enforcement**

Any District employee who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any District student who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with student behavior policies.

Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action.

This policy does not increase or diminish the ability of the District or the parties to exercise any other rights under existing law.

### **Retaliation Prohibited**

The District prohibits any form of retaliation against anyone who, in good faith, has made a report or complaint, assisted, or participated or refused to participate in any manner in a proceeding under this policy. Any person should report claims of retaliation.

Any person who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

## **Policy #5145.44 – Title IX**

(cf. 0521 – Nondiscrimination)  
(cf. 0521.1 – Grievance Procedure for Section 504, Title IX, and Title VII)  
(cf. 4118.11/4218.11 – Nondiscrimination)  
(cf. 4118.112/4218.112 – Sex Discrimination and Sexual Harassment in the Workplace)  
(cf. 5131.911 – Bullying/Safe School Climate Plan)  
(cf. 5145.5 – Sexual Harassment)  
(cf. 5145.51 – Peer Sexual Harassment)

Legal Reference: United States Constitution, Article XIV

Civil Rights Act of 1964, Title VII, 42 U.S.C. S2000-e2(a).

Equal Employment Opportunity Commission Policy Guidance  
(N-915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.

Title IX of the Education Amendments of 1972, 20 USCS §1681, *et seq.*

Title IX of the Education Amendments of 1972, 34 CFR §106, *et seq.*

Title IX Final Rule, 34 CFR §106.45, *et seq.*, May 6, 2020

34 CFR Section 106.8(b), OCR Guidelines for Title IX.

Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62,  
#49, 29 CFR Sec. 1606.8 (a) 62 Fed Reg. 12033 (March 13, 1997) and 66  
Fed. Reg. 5512 (January 19, 2001)

The Clery Act, 20 U.S.C. §1092(f)

The Violence Against Women Act, 34 U.S.C. §12291(a)

*Mentor Savings Bank, FSB v. Vinson* 477 US.57 (1986)

*Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June  
26,1998)

*Burlington Industries, Inc. v. Ellerth*, No. 97-569, (U.S. Supreme Court,  
June 26,1998)

*Gebbs v. Lago Vista Indiana School District*, No. 99-1866, (U.S.  
Supreme Court, June 26,1998)

*Davis v. Monro County Board of Education*, No. 97-843, (U.S. Supreme  
Court, May 24, 1999.)

Connecticut General Statutes

46a-60 Discriminatory employment practices prohibited.

**Policy #5145.44 – Title IX**

Conn. Agencies Regs. §46a-54-200 through §46a-54-207

Constitution of the State of Connecticut, Article I, Section 20.

P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment

**Policy Adopted:** \_\_\_\_\_

*Lyme/Old Lyme Board of Education.*

# LYME-OLD LYME SCHOOLS

*Regional School District #18*

*A Private School Experience*



*in a Public School Setting*

## **Special Facilities & Finance Committee Meeting**

December 16, 2020

*Committee Members Present:* Rick Goulding, Co-Chair; Jean Wilczynski, Co-Chair; Daniel Hagan; Diane Linderman; Jennifer Miller; Philip Neaton; Andy Russell; Thomas Sherer; Steve Wilson

*Absent:*

*Administration Present:* Ian Neviaser, Superintendent of Schools; Ronald Turner, Director of Facilities & Technology; Bridget Compagno, Director of Communications and Marketing

*Others Present:* Kevin Fuselier, Milone Macbroom; Eric Hughes, Brock International

### **I. Call to Order:**

The meeting was called to order by Dr. Goulding at 5:30 p.m. This meeting took place virtually through Zoom.

### **II. Discuss BrockFill as an alternative infield material for artificial turf field:**

Mr. Fuselier gave a brief overview of Brockfill and why this product is being considered as an alternative material for the artificial turf infield. Eric Hughes, Northeast Region Vice President gave a detailed presentation of the product. He noted the product is renewable and domestically sourced. He highlighted testing results for key areas; impact; traction, heat, drainage and durability. He further stressed the three points of safety being impacts, heat and traction. A copy of this presentation is attached to these minutes for informational purposes only. An extensive question and answer session took place after the presentation.

### **III. Adjournment:**

Dr. Goulding called to adjourn the meeting at 7:30 p.m.

# The Natural

Next Step.



**BROCKFILL**<sup>™</sup>  
THE ENGINEERED INFILL FOR ATHLETES

# It's Sourced from Softwood Tree Farming: An Abundant, Renewable U.S. Resource.



**BROCKFILL RECIPE:** 1 lb BrockFILL, 4 lbs Sand, in a 2" Slit Film or Blended Turf over Brock ShockPad



## Finally, a true replacement for crumb rubber infill.

**Since 2004, Brock has led the industry in research about athlete safety and the environmental impacts of artificial turf.**

We were the first ones to achieve Cradle to Cradle environmental certification for our base systems, the first to offer a 25-year warranty, the first to hold national educational forums for designers and scientists, and the first (and still only) to achieve the higher head protection safety levels of pristine natural turf.

It has been proven in many player studies that athletes prefer natural turf to artificial. Those same studies show that artificial turf fields that use shock pads are universally preferred over those that do not – *so the least preferred system by athletes is artificial turf directly over stone*. Additionally, 1-in-5 concussions happen when the head hits the surface and lower leg injuries are higher on conventional artificial turf than on natural grass. All this has led to a paradigm shift in thinking about artificial turf safety and why it is essential that it mimics well-groomed natural turf. It's what athletes want!

The challenge is to create a system that feels like natural turf and that means changing the one component athletes hate most: crumb rubber infill. It's too hot, it smells, it's too abrasive, it's unstable under foot and its end of life is an environmental tragedy. As global warming continues, climate change will make these surfaces literally too hot to play on.

Starting in 2015, the Brock team worked with a specialized group of universities, sports testing labs, PhD scientists, engineers, horticulturists, and several sports science experts to develop a solution to these problems. True to Brock form, we left no research question unanswered.

**Now another first: A durable, cool, affordable, best-performance infill engineered for athletes. And it's organic. In a world that is getting too hot, it's time to cool off.**

**"It is a wonderful example of Man and Nature working together."**

– Brian Jackson, PhD, NC State Department of Horticulture

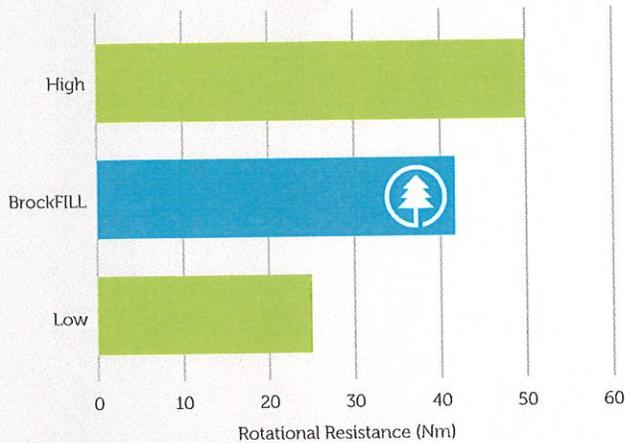


# Tested for... everything.



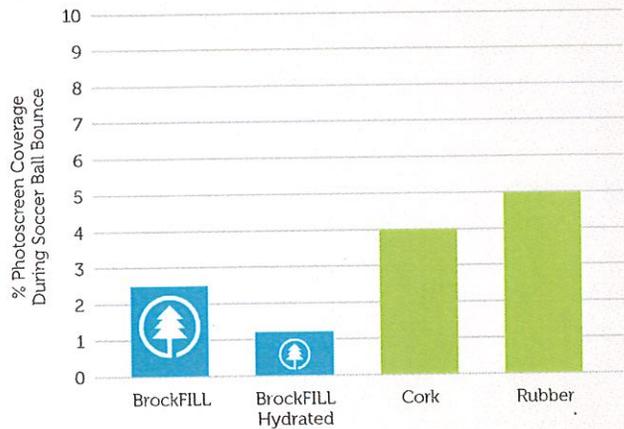
## Traction

Humans evolved running on natural surfaces, not a rubberized bouncy turf that changes consistency across the field. BrockFILL feels like natural turf under foot and falls within the optimal traction range (FIFA 2-STAR) without the variability in energy restitution ("bounce") of crumb rubber.



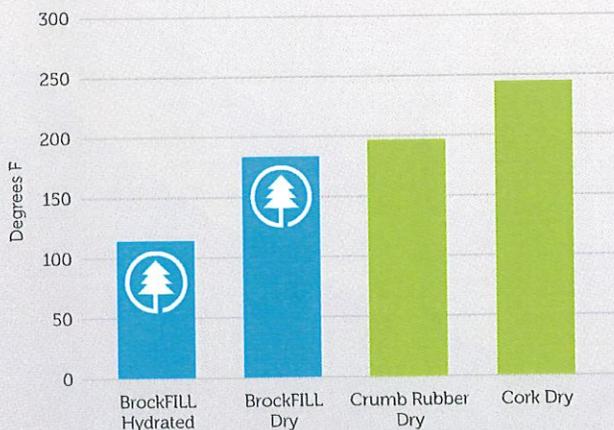
## Splash

Keeping infill in the turf is key, so the lower the splash the better. BrockFILL achieves the lowest splash when dry compared to other infills and is even better when damp.



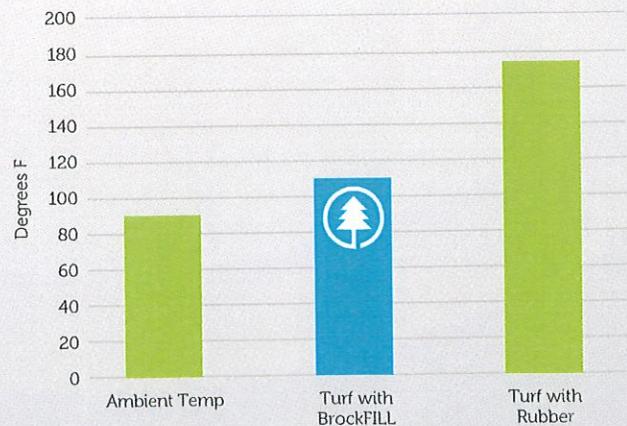
## Abrasion

Besides field temperature, abrasion is the most common complaint from athletes about artificial turf. Independent testing from Labosport measures heat generated as a device slides across the turf sample using a mass and speed representative of a sliding athlete. BrockFILL generated the lowest heat score, therefore the lowest abrasion, of any infill, even crumb rubber. Better yet, abrasion is even lower when BrockFILL is damp.



## Cooling

BrockFILL is a significantly cooler infill than crumb rubber and does not require watering. Each BrockFILL particle is naturally hydrophilic, so they absorb natural rainwater and condensation into their core, not just on the surface. Moisture is then released slowly for extended cooling. Plus BrockFILL gains weight when wet, so it doesn't float or migrate like cork.





## Durability

BrockFILL is an extremely durable organic material. After 20,000 Lisport cycles, the particle dimensions remain virtually unchanged. Additionally, the particles improve over time! They get smoother, further lowering skin abrasion without breaking down.



BrockFILL before Lisport test.



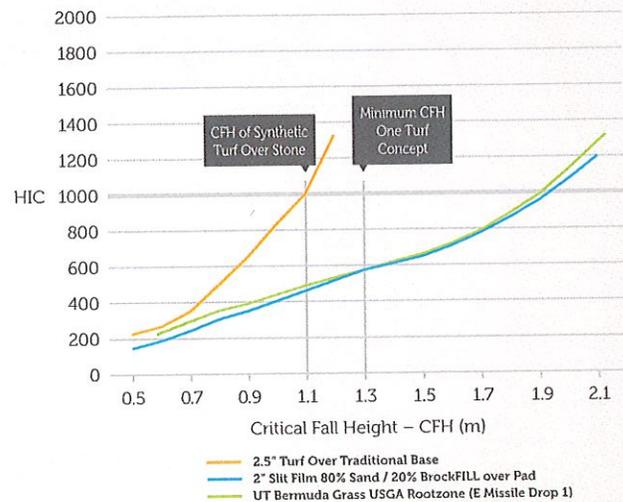
BrockFILL after 20,000 Lisport cycles.

\* BrockFILL at 120x magnification.



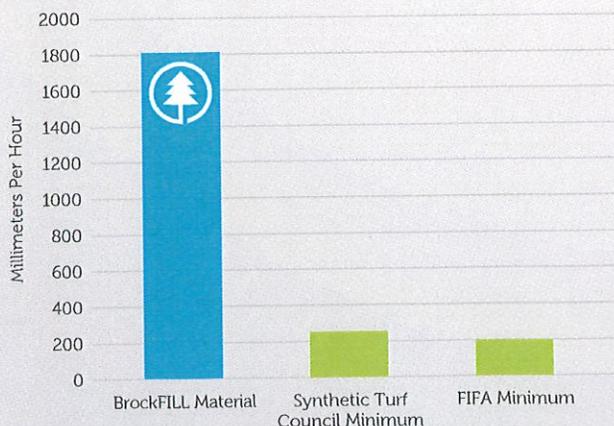
## Player Safety

The BrockFILL system utilizes Brock shock pads to provide the optimal energy absorption and head injury protection, while remaining firm for running: something a rubber and sand field over stone cannot achieve.



## Drainage

Like all Brock products, BrockFILL has higher permeability than the turf itself. When tested in turf, the system drains over 50" per hour. Even after 8 years of simulated use with zero maintenance, the field still meets the requirements of International drainage standard. (But you should still maintain your field!)



## ... and we mean everything.

- Head Impact Criteria
- Gmax Test
- Permeability in the System
- Shock Absorption
- Energy Restitution
- Rotational Resistance
- Vertical Deformation
- Ball Rebound / Angled Ball Rebound
- Ball Roll
- Flammability
- Ball Splash
- Temperature Testing
- Durability
- Density at Different Moisture Content Levels
- Permeability (material only)
- Total Pesticides
- Total Herbicides
- Leachable Pesticides
- Leachable Metals
- Total Metals
- Hexavalent Chromium
- Mold Growth
- Bacteria Growth
- Freeze-Thaw Cycle
- Insect Resistance
- UV Exposure
- Flotation
- Abrasion

\* All test reports available.

## The science is undeniable.

When infilled sand and crumb rubber systems were first introduced in the late 1990s they were a significant leap forward for artificial turf sports systems when compared to the original nylon turf. These systems have been used prolifically, but the shortcomings in the design, performance, environmental impact, and safety cannot be overlooked any longer. These systems, long touted as shock-pad free, do not provide the safe surface athletes deserve. They create foul smelling and dangerously hot environments leading to burns, blisters and heat exhaustion, and rubber can create an unnatural, "bouncy" feel which results in the instability that contributes to fatigue, joint stress and lower extremity injuries. The waste and disposal of crumb rubber has reached alarming levels. A typical athletic field is equivalent in size to a 500 car parking lot, and can reach temperatures of 175+ degrees. With the effects of global warming, **this has to stop.**

Years of research, testing, and studies have led to a superior playing surface. Twenty five years from its introduction, It's time for the crumb-rubber, turf-over-stone system to take its place in history and clear a path for the next generation system for athletes. One that is cooler, firmer, safer, and leaves no scars on the athlete, or the environment.

**A typical athletic field is equivalent in size to a 500-car parking lot, and can reach temperatures of 175+ degrees.**

**The US Consumer Products Safety Commission suggests the use of WOOD and other materials rather than crumb rubber to create a shock-absorbing surface under public play areas.**

**There are plenty of better uses for waste tires, including road asphalt, Speed bumps, railway vibration absorption and more.**



 **BROCK**<sup>®</sup>  
FIRMER. FASTER. SAFER.

[www.brockusa.com](http://www.brockusa.com) / 877-276-2587

US and International patents pending



# The Natural

## Next Step.



**"If you are going to do something, do it right, and I think we did it right."**

- John Perry, Football Head Coach on BrockFILL.

Field References

**BR****CKFILL**.<sup>®</sup>  
THE ENGINEERED INFILL FOR ATHLETES

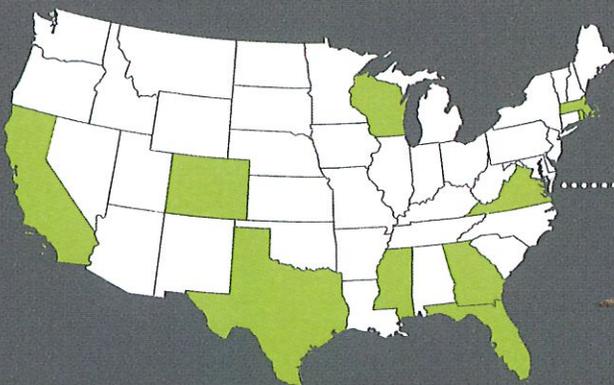
# BrockFILL®



## Reference List

Project Name	City	State	Artificial Turf Product
Ed DeFore Sports Complex Football Stadium	Macon	GA	AstroTurf
Griffin-Spalding Memorial Stadium	Griffin	GA	AstroTurf
The Athletic Fields at RFK Campus - Field 1	Washington	DC	FieldTurf
The Athletic Fields at RFK Campus - Field 2	Washington	DC	FieldTurf
The Athletic Fields at RFK Campus - Field 3	Washington	DC	FieldTurf
Melbourne High School	Melbourne	FL	AstroTurf
Tampa Bay Rowdies Practice Field	Tampa Bay	FL	ACT Global
Aspen High School	Aspen	CO	Greenfields
Pearl High School	Pearl	MS	Controlled Products
Ore City High School	Ore City	TX	AstroTurf
Capuano Field	Somerville	MA	AstroTurf
Tower School	Marblehead	MA	Greenfields
Copiah Lincoln	Wesson	MS	Shaw Sports
Chiles High School	Tallahasee	FL	AstroTurf
Winder-Barrow High School	Winder	GA	AstroTurf
East Somerville Community Center	Somerville	MA	AstroTurf
Whitesboro High School	Whitesboro	TX	AstroTurf
VSA Long Park Field 7	Haymarket	VA	Shaw Sports
VSA Long Park Field 6	Haymarket	VA	Shaw Sports
Webber International School	Babson Park	FL	ACT Global
Apalachee High School	Winder	GA	AstroTurf
VSA Long Park Field 5	Haymarket	VA	Shaw Sports
Grace Community School	Tyler	TX	Astroturf
Aurora Central High School	Aurora	CO	Greenfields
North Kingston High School	North Kingston	RI	Greenfields
Wauwatosa East High School	Wauwatosa	WI	AstroTurf
Stevenson School	Pebble Beach	CA	AstroTurf
Episcopal Day School	Augusta	GA	Sprinturf
San Domenico High School	San Anselmo	CA	AstroTurf
Brown Elementary	Denver	CO	AstroTurf
Paul Sandoval Campus	Denver	CO	Greenfields

... and we're just getting started!





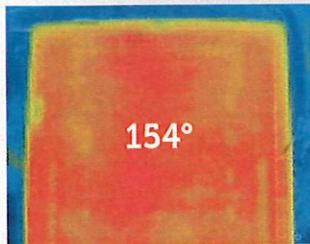
## Cooling

### Dramatically Reduces Heat

The photos below were taken on a 98° dry day, at the same time, within 200 yards of one another using an infrared camera. The images show a dramatic decrease in surface temperature between a field with BrockFILL and a crumb rubber field with an added cooling agent.

**BROCKFILL.**

**Rubber Infill**



98°

165°

"Our coaches and players love it. The traction is great and even seemed to get better during a rain shower event during practice. As you know, the cooler playing surface is BIG in East Texas!"

– Lynn Heflin, Superintendent / Ore City Schools



## Durability

BrockFILL is made from sustainably grown wood and harvested here in the USA. It's a durable raw material that withstands the punishment of time and play. BrockFILL has been subjected to simulated rigors of a sports field; including freeze-thaw conditions and rain events.



Pre-Durability Test.

After a Simulated 8-10 Years of Wear.

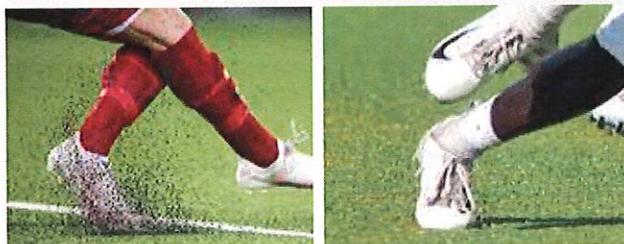
"Bad ass! Working with all sorts of organic materials over the past 9 years, I've seen a lot. Never have I ever seen an organic product that goes in just like rubber, and feels so stable under your feet like BrockFILL. I love the idea of it and it being a renewable resource. I hope it takes the place of rubber!"

– Bill Malia, Installation Manager / Geosurfaces



## Splash

The non-resilient nature of BrockFILL eliminates the unnatural "bouncy" feeling of crumb rubber infill and dramatically reduces the rooster-tail splash that's often seen trailing behind kicks, cuts, and tackles.



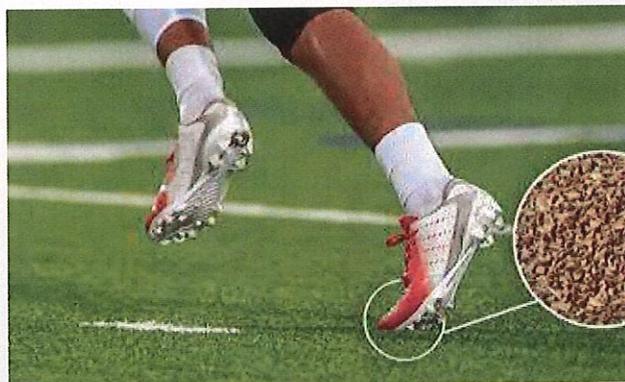
"One of the keys to our growth is to try and stay on the cutting edge of technology and building systems, especially when it comes to sports athletic facilities, we are always looking for what puts our clients ahead of the curve, therefore, our success is their success."

– Jamie Wier, Principal Field Architect / Wier Boerner Allin



## Traction

Stability under foot reduces the risk of lower extremity injuries, as well as improves athletic movement. Unlike a "springy" material like rubber, BrockFILL feels more like natural soil under foot. Research has shown less foot movement and faster release time on BrockFILL compared to Rubber.



"On BrockFILL you can get in and out of cuts quicker. The wide receivers, the running backs, the linebackers – those kids are explosive kids. They try to get from point A to point B as fast as possible, so this surface helps that because it's not as bouncy as the fields with the rubber beads."

– Coach "Spoon" Risper, Head Coach / Westside Seminoles Football

# BrockFILL doesn't float even during heavy rainstorms, and it drains fast.

The roads, ditches, and walkways were flooded, but the BrockFILL field was ready to play within 25 minutes!

Rainstorm:



Sidewalks flooded onto the field as a huge rainstorm pummels this Virginia site with several inches of rain in an hour.

BrockFILL:



When the sidewalks flooded onto the field, BrockFILL remained submerged and didn't move as the field drained.

Game Time:



Once the storm subsided the field drained immediately and was ready for play within 25 minutes! There was no need to groom the field or sweep the infill back into place.



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US and International patents pending.



Modern Artificial Turf

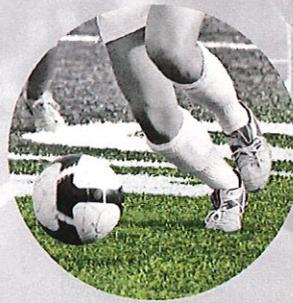
# 3 POINTS OF SAFETY



IMPACTS



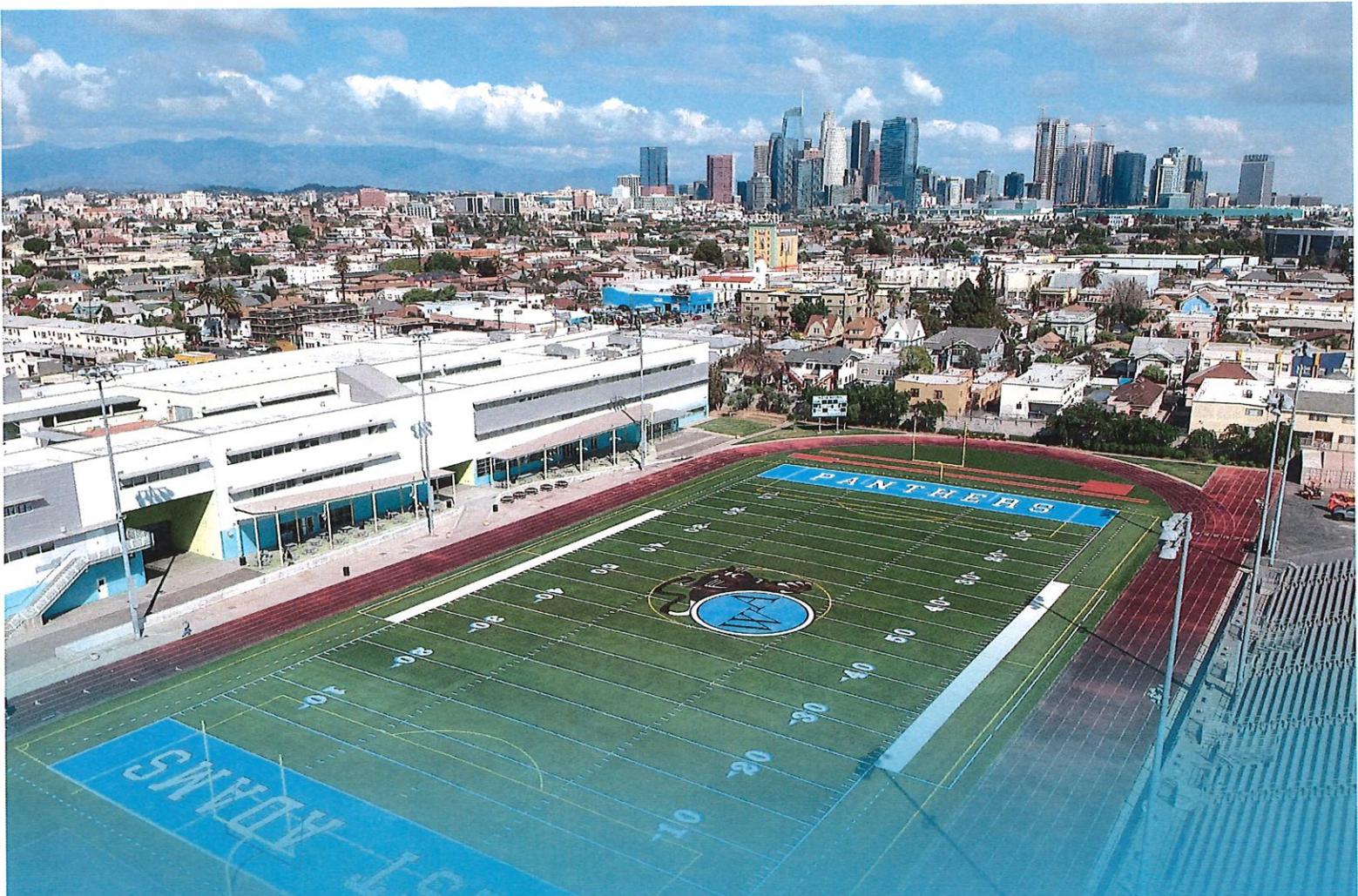
HEAT



TRACTION

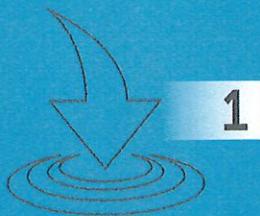
IT ALL STARTS WITH THE ATHLETE.

 **BROCK**<sup>®</sup>  
COOLER. FASTER. SAFER.



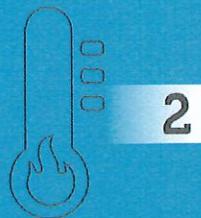
Artificial turf with crumb rubber over stone was a great step forward 30 years ago, but that's now yesterday's field design. Today's quality artificial turf systems more closely mimic a great natural turf field by effectively addressing the . . .

## 3 POINTS OF SAFETY



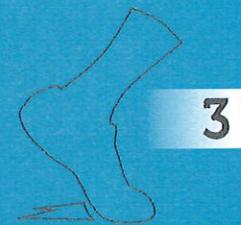
### IMPACTS

A great surface absorbs big impacts and is firm and fast to run on.



### HEAT

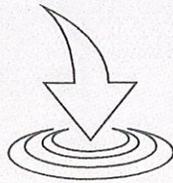
Heat stress is a safety issue. A cooler surface can improve hydration, performance and recovery.



### TRACTION

Foot stability and faster cleat release may result in lower incidence of ligament injuries, plus better speed.

# 1. IMPACTS



Preventing concussions in sports has become a national priority. Studies show 1 in 5 concussions occurs by a head to surface impact. And higher energy body impacts with the surface also take their toll.



## HEAD INJURY CRITERION (HIC)

The HIC test correlates with the likelihood and severity of a head injury, has been used to test playground surfaces for decades, and was adopted by ASTM for athletic fields in 2016. The HIC impact test drops a 10.1 lb. hemisphere projectile (curved like a human head) multiple times from increasing heights and determines the Critical Fall Height of the surface. The higher the Critical Fall Height, the safer the surface. A good natural grass field will produce a *minimum* critical fall height of about 6 feet or higher. Doing both the Gmax and HIC tests gives a more comprehensive picture of how the field is performing from an impact safety standpoint.



## GMAX

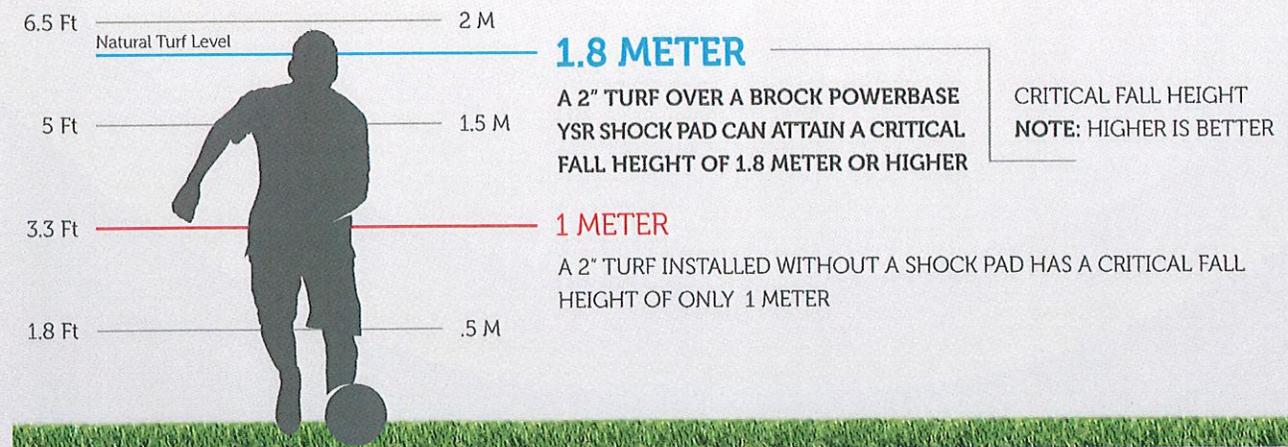
The GMax test is not correlated with head injury risk. The GMax test drops a 20 lb. flat missile from just 2 feet high. The higher the GMax value, the harder the surface. A good natural grass field (the benchmark for a quality athletic field) will produce a GMax below 100, and often below 80.

Artificial turf over stone will produce a GMax above 140 and frequently higher, meaning far more impact energy is absorbed by the body rather than by the surface. Turf over a Brock Shock Pad will mimic the low Gmax of natural grass without making the field soft to run on. (Study: University of TN Dept. of Biomechanics, 2016)



## HIGH PERFORMANCE SHOCK PADS

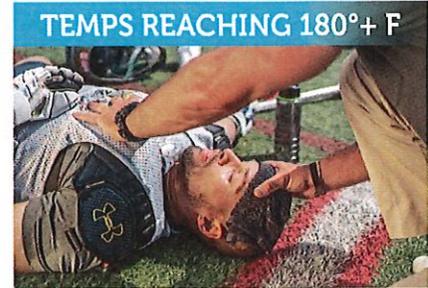
Only turf over a Shock Pad can reach safety ranges found in natural grass.



## 2. HEAT

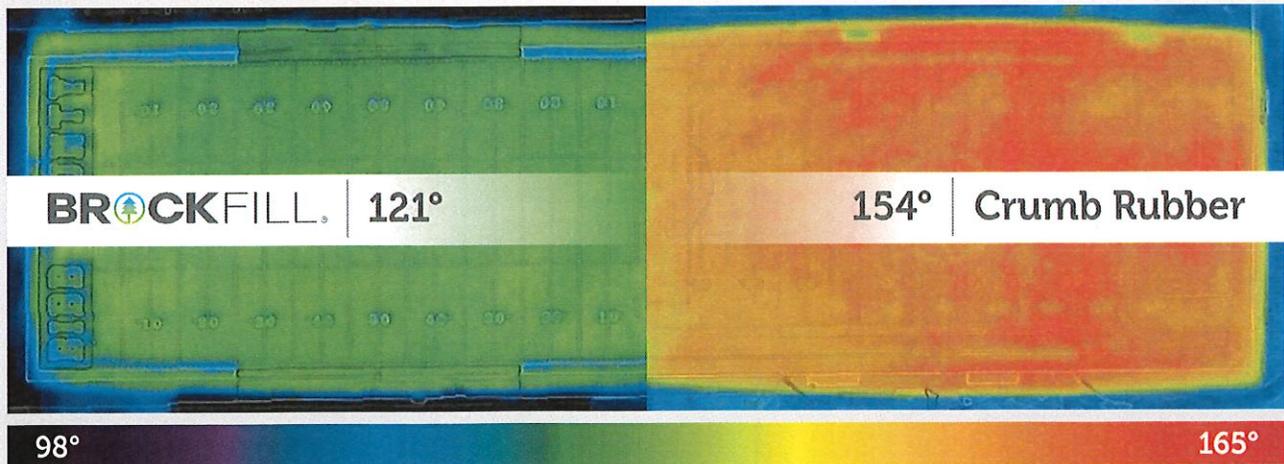


Heat stress is a major safety issue with artificial turf. In many areas in the U.S., temperatures of an artificial turf field with crumb rubber can exceed 180 degrees F.



### BrockFILL® COOLS THE FIELD

We measured two adjacent fields in the same location, with the same turf product, the same day, the same time, and both were dry. The BrockFILL field measured 33 degrees cooler than the crumb rubber field with a cooling agent added. Plus the lower thermal conductivity of BrockFILL reduced heat transmission through shoes and skin. The difference is even greater after a rain.



A cooler surface can reduce dehydration which in turn can reduce risk of injury.

*"The risk of heat cramps increases when you aren't properly hydrated. As your body loses water during physical activity, your muscles can become tense. This interferes with your athletic performance and can make you more likely to injure yourself. Muscle strains, tears, and bone fractures are common effects of exercising with tense, cramped muscles."*

—Orthoatlanta, Orthopedics and Sports Medicine.

The artificial turf industry has known for years it has a heat problem, but the use of cheap black crumb rubber has prevented a solution. **Until now.**

# 3. TRACTION



Recent NFL and NCAA studies found a higher incidence of lower extremity injuries (ankles and knees) on artificial turf when compared to quality natural grass. Athletes want a surface that is stable under foot. Rubber infill can cause the foot to rock and slide, leading to less stability through the movement. Increasing foot stability and producing a faster release time from the surface (like natural grass does) may be an important factor in lowering these painful and dangerous injuries.

27% ↑

### NFL Study\*

showed 27% increase in surface-caused lower extremity injuries on artificial turf vs natural turf.

2.9X ↑

### NCAA Study\*

2.9 times higher incidence of PCL tears on synthetic vs natural turf.



\* NFL: 2012-2016, all 32 NFL teams.

NCAA: Study published in 2019 by the American Journal of Sports Medicine using data from 2004-2013 seasons, data included 3+ million subjects.



## Traction: Rubber vs. BrockFILL

When you see the plumes of crumb rubber in a game, that is an indication of infill movement and foot sliding that can be avoided with a more stable infill. This instability is one reason athletes prefer to play on natural turf vs. artificial turf with rubber.

Using high-speed photography, you can see how a more stable infill will provide better traction. In a study conducted by Colorado State University Biomechanics, more foot movement and longer cleat release time was seen on turf with crumb rubber vs turf with BrockFILL. In separate testing at the University of Tennessee, artificial turf with BrockFILL showed traction forces similar to high quality Bermuda and Kentucky Blue grass natural turf.





There is one other important point of safety that doesn't directly deal with the game: **THE SAFETY OF OUR PLANET.**

As thousands of artificial turf fields are being replaced each year and more new ones are being built, millions of pounds of plastic and rubber waste are being generated without any recycling solution. Crumb rubber is a microplastic and ends up in our waterways and food. Crumb rubber infill, once hailed as a recycling solution for old tires, is now going to the very landfill it was supposed to avoid. Or worse, the field is rolled up, left in huge piles and "forgotten."

Brock USA is a company that is focused on both the safety and performance of the athlete, and a healthy future for our planet. Brock PowerBase Shock Pads are the only ones that are Cradle to Cradle Certified, meaning they can be recycled indefinitely. BrockFILL is a purely organic infill grown and processed here in America that can be composted when the field is replaced.

We believe the world cannot afford for us to build artificial fields using components that have no end of life environmental solution, nor ones that don't provide a safer field for athletes of all ages and abilities. At Brock, our purpose is to provide effective and affordable solutions to these problems.

Please join us.

Dan Sawyer  
Founder and CEO



**BROCK**<sup>®</sup>

COOLER. FASTER. SAFER.

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US Patents: 8,236,392, 8,353,640 and D637318  
and other patents pending.

