

## Regular Meeting

Tuesday, October 16, 2018 7:00 PM

Town Hall, Council Chambers Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85191945173> Or Telephone: +1 646 558 8656 or +1 301

715 8592 Webinar ID: 851 9194 5173 , 275 Broad Street, Windsor, CT 06095

1. **Call to Order, Pledge to the Flag and Moment of Silence**
2. **Recognitions/Acknowledgements**
3. **Audience to Visitors**
4. **Student Representative Report**
5. **Board of Education**
  - a. Replacement for Board of Education Member, Nuchette Black-Burke (Action Anticipated)
  - b. President's Report
  - c. School Liaison Reports
    1. Windsor High School
    2. Sage Park Middle School
    3. Clover Street School
    4. John F. Kennedy School
    5. Oliver Ellsworth School
    6. Poquonock School
6. **Superintendent's Report**
  - a. Staffing Update
  - b. Curriculum Development, 1st Reading
    1. Grade K-2 Math
  - c. Curriculum Development, 2nd Reading
    1. Grade 3-5 Math
  - d. Policy Adoption, 2nd Reading
    1. Revised P 5114 Student Discipline
7. **Committee Reports**
  - a. Curriculum Committee
8. **Consent Agenda**
  - a. Financial Report
  - b. Food Service Report
  - c. Enrollment Report
  - d. Human Resources Report
  - e. Agreement for Child Nutrition Programs
9. **Approval of Minutes**
  - a. September 18, 2018 Regular Meeting
  - b. October 2, 2018 Special Meeting
  - c. October 4, 2018 Curriculum Committee
10. **Other Matters/Announcements/Regular BOE Meetings**
  - a. BOE Policy Committee, Monday, November 5, 2018, 6:00 PM, LPW, Room 17
  - b. BOE Special Meeting, Tuesday, November 6, 2018, 6:30 PM, LPW, Board Room
  - c. Next BOE Regular Meeting is Tuesday, November 20, 2018, 7:00 PM, Town Hall, Council Chambers
11. **Audience to Visitors**
12. **Adjournment**

**WINDSOR BOARD OF EDUCATION  
AGENDA ITEM**

**For Consideration by the Board of Education at the Meeting of:** October 16, 2018

**Prepared By:** Craig A. Cooke

**Presented By:** Craig A. Cooke

**Attachments:** BL 9222

**Subject:** Replacement for Board of Education Member, Nuchette Black-Burke

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**Background:**

The Board accepted the resignation of Nuchette Black-Burke at their September 18, 2018 regular meeting. Board of Education Bylaw 9222 indicates the remaining members of the Board shall fill the vacancy by election of any one of the nominees proposed by the members of the Board from the same political party as the person whose position is vacant. Ms. Nuchette Black-Burke was a member of the Democratic Party.

**Status:**

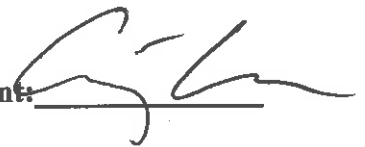
Bylaw 9222 has a 21-day restriction for the election of new members after the vacancy occurs. The election of a new member shall be made by a majority vote of the remaining members of the Board of Education. The elected replacement will complete the vacated term.

**Recommendation:**

Move the Board of Education elect Ayana Taylor to serve the remaining term of Nuchette Black-Burke or until the next general town election for members of the Board of Education.

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**Recommended by the Superintendent:**



Agenda Item # 5a.

**Section: Bylaws of the Board**

**Subject: FILLING VACANCIES**

**BL-9222**

**BOARD OF EDUCATION BYLAW  
WINDSOR PUBLIC SCHOOLS  
WINDSOR, CT**

If, pursuant to Bylaw 9222, a vacancy occurs on the Board of Education, the remaining members of the Board shall fill such vacancy, by election of any one of the nominees proposed by the members of the Board of Education from the same political party as the person whose position is vacant. Such election may take place at any meeting of the Board of Education after the vacancy has occurred, provided that no such appointment shall be made sooner than twenty-one (21) days after the vacancy occurs.

Election shall be made by a majority vote of all the remaining members of the Board.

Any replacement member elected pursuant to this Bylaw shall be entitled to serve until the next general town election for members of the Board of Education.

Legal Reference: Connecticut General Statutes  
7-107 Vacancy appointments by selectmen  
9-204 Minority representation on boards of education  
10-219 Procedure for filling vacancy on board of education  
10-156e Employees of boards of education permitted to serve as elected officials; exception  
10-232 Restriction on employment of members of the board of education

Charter, Town of Windsor, Connecticut  
Section 6-1 Vacancies

Bylaw Adopted: January 19, 2005

**WINDSOR BOARD OF EDUCATION  
AGENDA ITEM**

**For Consideration by the Board of Education at the Meeting of:** October 16, 2018

**Prepared By:** Craig A. Cooke

**Presented By:** Craig A. Cooke/Danielle Batchelder

**Attachments:** Position Adjustments and Realized Savings After Budget Adoption

**Subject:** Staffing Update

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**Background:**

Following the Board's adoption of the 2018-2019 budget, there have been staffing changes due to student enrollment and student need. While this is a normal yearly occurrence, the 2018-2019 school year has had more changes than normal. In order for the Board to be informed of the changes and be prepared for upcoming budget discussions, we are presenting this information.

**Recommendation:**

For informational purposes only.

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**Recommended by the Superintendent:**



**Agenda Item #** 6a.

# Position Adjustments & Realized Savings after Budget Adoption

| Position Added                                                                          | Cost      | Reduction/Adjustment                                                           | Savings                  | Surplus / Deficit      | Rationale for Need                                                                    |
|-----------------------------------------------------------------------------------------|-----------|--------------------------------------------------------------------------------|--------------------------|------------------------|---------------------------------------------------------------------------------------|
| 1.0 FTE JFK (0.6)/Clover (0.4) Sped                                                     | \$53,625  | 1.0 FTE Sage Sped - Late retirement                                            | (\$86,450)               | (\$32,825)             | Shift in caseloads                                                                    |
| 1.0 WHS Assistant Principal (limited)                                                   | \$115,508 | 1.0 FTE Learning Lab WHS - Retirement<br>Reduction in WHS Supplies & Materials | (\$87,963)<br>(\$27,545) | \$27,545<br>(\$27,545) | Administrative Need                                                                   |
| 1.0 FTE Pre-K Teacher at OE                                                             | \$51,248  | IDEA 611 Grant - Add an FTE to grant                                           | (\$60,000)               | (\$8,752)              | Requirement per IDEA Regulations for 2 Year grants - Enrollment Increase in Preschool |
| 1.0 Expulsion Teacher                                                                   | \$56,110  | Reduce tutor line item for expulsion                                           | (\$56,110)               | \$0                    | Reorganization of Expulsion Program for potential overall savings and better program  |
| 1.0 FTE Grade 4 Teacher at Clover                                                       | \$51,248  |                                                                                |                          | \$51,248               | Student Need in Grade 4 at Clover/lower class sizes                                   |
| 1.0 FTE Kindergarten Teacher at POQ                                                     | \$48,485  |                                                                                |                          | \$48,485               | Enrollment Increase                                                                   |
| 1.0 FTE Kindergarten Teacher at POQ                                                     | \$51,248  |                                                                                |                          | \$51,248               | Enrollment Increase                                                                   |
|                                                                                         |           | 1.0 FTE LPW Receptionist Reduction                                             | (\$55,250)               | (\$55,250)             | Resignation in early summer 2018 - Realized Efficiencies                              |
| Below are itemized savings from budget efficiencies realized after the Budget Adoption: |           |                                                                                |                          | \$109,404              | Balance from Position Changes                                                         |

Fuel Savings  
Life & AD&D Insurance  
Long Term Disability Insurance  
Elementary LED Upgrade

(\$26,904)  
(\$8,231)  
(\$22,546)  
(\$41,773)

Balance from Position Adjustments & Savings Realized after Budget Adoption

\$9,950

# WINDSOR BOARD OF EDUCATION AGENDA ITEM

**For Consideration by the Board of Education at the Meeting of:** October 16, 2018

**Prepared By:** Santosha Oliver

**Presented By:** S. Oliver

**Attachments:**

**Subject:** Curriculum Development 1st Reading: Grade K-2 Math

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**Background:**

**Grade K Math** - In Kindergarten, instructional time should focus on two critical areas: (1) representing, relating, and operating on whole numbers, initially with sets of objects; (2) describing shapes and space. More learning time in Kindergarten should be devoted to number than to other topics.

**Grade 1 Math** - In Grade 1, instructional time should focus on four critical areas: (1) developing understanding of addition, subtraction, and strategies for addition and subtraction within 20; (2) developing understanding of whole number relationships and place value, including grouping in tens and ones; (3) developing understanding of linear measurement and measuring lengths as iterating length units; and (4) reasoning about attributes of, and composing and decomposing geometric shapes.

**Grade 2 Math** - In Grade 2, instructional time should focus on four critical areas: (1) extending understanding of base-ten notation; (2) building fluency with addition and subtraction; (3) using standard units of measure; and (4) describing and analyzing shapes.

**Status:**

Grade K Math, Grade 1 Math and Grade 2 Math were presented at the BOE Curriculum Meeting on October 4, 2018.

**Recommendation:**

The Board approves Grade K Math, Grade 1 Math, and Grade 2 Math as a 1<sup>st</sup> Reading.

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**Reviewed by:** \_\_\_\_\_

**Recommended by the Superintendent:** \_\_\_\_\_

**Agenda Item #** 6b.

# WINDSOR BOARD OF EDUCATION AGENDA ITEM

**For Consideration by the Board of Education at the Meeting of:** October 16, 2018

**Prepared By:** Santosha Oliver

**Presented By:** S. Oliver

**Attachments:**

**Subject:** Curriculum Development 2nd Reading: Grade 3-5 Math

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**Background:**

**Grade 3 Math** - In Grade 3, instructional time should focus on four critical areas: (1) developing understanding of multiplication and division and strategies for multiplication and division within 100; (2) developing understanding of fractions, especially unit fractions (fractions with numerator 1); (3) developing understanding of the structure of rectangular arrays and of area; and (4) describing and analyzing two-dimensional shapes.

**Grade 4 Math** - In Grade 4, instructional time should focus on three critical areas: (1) developing understanding and fluency with multi-digit multiplication, and developing understanding of dividing to find quotients involving multi-digit dividends; (2) developing an understanding of fraction equivalence, addition and subtraction of fractions with like denominators, and multiplication of fractions by whole numbers; (3) understanding that geometric figures can be analyzed and classified based on their properties, such as having parallel sides, perpendicular sides, particular angle measures, and symmetry.

**Grade 5 Math** - In Grade 5, instructional time should focus on three critical areas: (1) developing fluency with addition and subtraction of fractions, and developing understanding of the multiplication of fractions and of division of fractions in limited cases (unit fractions divided by whole numbers and whole numbers divided by unit fractions); (2) extending division to 2-digit divisors, integrating decimal fractions into the place value system and developing understanding of operations with decimals to hundredths, and developing fluency with whole number and decimal operations; and (3) developing understanding of volume.

**Status:**

Grade 3 Math, Grade 4 Math and Grade 5 Math were presented at the Regular Board Meeting on September 18, 2018.

**Recommendation:**

The Board approves Grade 3 Math, Grade 4 Math, and Grade 5 Math as a 2nd Reading.

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**Reviewed by:** \_\_\_\_\_ **Recommended by the Superintendent:**  \_\_\_\_\_  
**Agenda Item #** 6c.

**WINDSOR BOARD OF EDUCATION  
AGENDA ITEM**

**For Consideration by the Board of Education at the Meeting of:** October 16, 2018

**Prepared By:** Craig A. Cooke

**Presented By:** Craig A. Cooke/Maryam Khan

**Attachments:** 1. Revised P 5114 Student Discipline with new AR

**Subject:** Policy Adoption, 2<sup>nd</sup> Reading

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**BACKGROUND:**

The Board of Education Policy Committee reviewed the following policy and administrative regulation and is recommending immediate adoption. The full Board of Education received these policies at their September 18, 2018 meeting as a 1<sup>st</sup> reading.

**STATUS:**

1. P/AR 5114 Student Discipline is being revised based on PA 16-147 and PA 17-220 which revised the expulsion statute and added new requirements related to procedures and the alternative educational opportunity for expelled students.

**RECOMMENDATION:**

Move to approve revisions made to Policy 5114 Student Discipline.

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**Recommended by the Superintendent:** 

**Agenda Item #** 600.

**STUDENT DISCIPLINE****I. Definitions**

- A. **Dangerous Instrument** means any instrument, article or substance which, under the circumstances in which it is used or attempted or threatened to be used, is capable of causing death or serious physical injury, and includes a "vehicle" or a dog that has been commanded to attack.
- B. **Deadly Weapon** means any weapon, whether loaded or unloaded, from which a shot may be discharged, or a switchblade knife, gravity knife, billy, blackjack, bludgeon or metal knuckles. A weapon such as a pellet gun and/or air soft pistol may constitute a deadly weapon if such weapon is designed for violence and is capable of inflicting death or serious bodily harm. In making such determination, the following factors should be considered: design of weapon; how weapon is typically used (e.g. hunting); type of projectile; force and velocity of discharge; method of discharge (i.e. spring v. CO2 cartridge) and potential for serious bodily harm or death.
- C. **Electronic Defense Weapon** means a weapon which by electronic impulse or current is capable of immobilizing a person temporarily, but is not capable of inflicting death or serious physical injury, including a stun gun or other conductive energy device.
- D. **Emergency** means a situation in which the continued presence of the student in school poses such a danger to persons or property or such a disruption of the educational process that a hearing may be delayed until a time as soon after the exclusion of such student as possible.
- E. **Exclusion** means any denial of public school privileges to a student for disciplinary purposes.
- F. **Expulsion** means the exclusion of a student from school privileges for more than ten (10) consecutive school days and shall be deemed to include, but not be limited to, exclusion from the school to which such pupil was assigned at the time such disciplinary action was taken. The expulsion period may not extend beyond one (1) calendar year.
- G. **Firearm**, as defined in 18 U.S.C § 921, means (a) any weapon (including a starter gun) that will, is designed to, or may be readily converted to expel a projectile by the action of an explosive, (b) the frame or receiver of any such weapon, (c) a firearm muffler or silencer, or (d) any destructive device. The term firearm does not include an antique firearm. As used in this definition, a "destructive device" includes any explosive, incendiary,

or poisonous gas device, including a bomb, a grenade, a rocket having a propellant charge of more than four ounces, a missile having an explosive or incendiary charge of more than one-quarter ounce, a mine, or any other similar device; or any weapon (other than a shotgun or shotgun shell particularly suited for sporting purposes) that will, or may be readily converted to, expel a projectile by explosive or other propellant, and which has a barrel with a bore of more than ½" in diameter. The term "destructive device" also includes any combination of parts either designed or intended for use in converting any device into any destructive device or any device from which a destructive device may be readily assembled. A "destructive device" does not include: an antique firearm; a rifle intended to be used by the owner solely for sporting, recreational, or cultural purposes; or any device which is neither designed nor redesigned for use as a weapon.

- H. **In-School Suspension** means an exclusion from regular classroom activity for no more than ten (10) consecutive school days, but not exclusion from school, provided such exclusion shall not extend beyond the end of the school year in which such in-school suspension was imposed. No student shall be placed on in-school suspension more than fifteen (15) times or a total of fifty (50) days in one (1) school year, whichever results in fewer days of exclusion.
- I. **Martial Arts Weapon** means a nunchaku, kama, kasari-fundo, octagon sai, tonfa or chinese star.
- J. **Removal** is the exclusion of a student from a classroom for all or part of a single class period, provided such exclusion shall not extend beyond ninety (90) minutes.
- K. **School Days** shall mean days when school is in session for students.
- L. **School-Sponsored Activity** means any activity sponsored, recognized or authorized by the Board and includes activities conducted on or off school property.
- M. **Seriously Disruptive of the Educational Process**, as applied to off-campus conduct, means any conduct that markedly interrupts or severely impedes the day-to-day operation of a school.
- N. **Suspension** means the exclusion of a student from school and/or transportation services for not more than ten (10) consecutive school days, provided such suspension shall not extend beyond the end of the school year in which such suspension is imposed; and further provided no student shall be suspended more than ten (10) times or a total of fifty (50) days in one school year, whichever results in fewer days of exclusion, unless such student is granted a formal hearing as provided below.

- O. **Weapon** means any BB gun, any blackjack, any metal or brass knuckles, any police baton or nightstick, any dirk knife or switch knife, any knife having an automatic spring release device by which a blade is released from the handle, having a blade of over one and one-half inches in length, any stiletto, any knife the edged portion of the blade of which is four inches and over in length, any martial arts weapon or electronic defense weapon, or any other dangerous or deadly weapon or instrument, unless permitted by law under Section 29-38 of the Connecticut General Statutes.
- P. Notwithstanding the foregoing definitions, the reassignment of a student from one regular education classroom program in the district to another regular education classroom program in the district shall not constitute a suspension or expulsion.

## II. Scope of the Student Discipline Policy

### A. *Conduct on School Grounds or at a School-Sponsored Activity:*

Students may be disciplined for conduct on school grounds or at any school-sponsored activity that **endangers persons or property, is seriously disruptive of the educational process, or that violates a publicized policy of the Board.**

### B. *Conduct off School Grounds:*

- 1. Students may be disciplined for conduct off school grounds if such conduct **is seriously disruptive of the educational process and violative of a publicized policy of the Board.** In making a determination as to whether such conduct is seriously disruptive of the educational process, the Administration and the Board of Education may consider, but such consideration shall not be limited to, the following factors: (1) **whether the incident occurred within close proximity of a school;** (2) **whether other students from the school were involved or whether there was any gang involvement;** (3) **whether the conduct involved violence, threats of violence, or the unlawful use of a weapon, as defined in Section Conn. Gen. Stat. § 29-38, and whether any injuries occurred;** and (4) **whether the conduct involved the use of alcohol.**

In making a determination as to whether such conduct is seriously disruptive of the educational process, the Administration and/or the Board of Education may also consider **whether such off-campus conduct involved the illegal use of drugs.**

## III. Actions Leading to Disciplinary Action, including Removal from Class, Suspension and/or Expulsion

Conduct which may lead to disciplinary action (including, but not limited to, removal from class, suspension and/or expulsion in accordance with this policy) includes conduct on school grounds or at a school-sponsored activity (including on a school bus), and conduct off school grounds, as set forth above. Such conduct includes, but is not limited to, the following:

1. Striking or assaulting a student, members of the school staff or other persons.
2. Theft.
3. The use of obscene or profane language or gestures, the possession and/or display of obscenity or pornographic images or the unauthorized or inappropriate possession and/or display of images, pictures or photographs depicting nudity.
4. Violation of smoking, dress, transportation regulations, or other regulations and/or policies governing student conduct.
5. Refusal to obey a member of the school staff, law enforcement authorities, or school volunteers, or disruptive classroom behavior.
6. Any act of harassment based on an individual's sex, sexual orientation, race, color, religion, disability, national origin, ancestry, gender identity or expression or any other characteristic protected by law.
7. Refusal by a student to identify himself/herself to a staff member when asked, misidentification of oneself to such person(s), lying to school officials or otherwise engaging in dishonest behavior.
8. Inappropriate displays of public affection of a sexual nature and/or sexual activity on school grounds or at a school-sponsored activity.
9. A walk-out from or sit-in within a classroom or school building or school grounds.
10. Blackmailing, threatening or intimidating school staff or students (or acting in a manner that could be construed to constitute blackmail, a threat, or intimidation, regardless of whether intended as a joke).
11. Possession of any weapon, weapon facsimile, deadly weapon, martial arts weapon, electronic defense weapon, pistol, knife, blackjack, bludgeon, box cutter, metal knuckles, pellet gun, air pistol, explosive device, firearm, whether loaded or unloaded, whether functional or not, or any other dangerous object or

instrument. The possession and/or use of any object or device that has been converted or modified for use as a weapon.

12. Possession of any ammunition for any weapon described above in paragraph 11.
13. Unauthorized entrance into any school facility or portion of a school facility or aiding or abetting an unauthorized entrance.
14. Possession or ignition of any fireworks, combustible or other explosive materials, or ignition of any material causing a fire. Possession of any materials designed to be used in the ignition of combustible materials, including matches and lighters.
15. Unlawful possession, sale, distribution, use, or consumption of tobacco, electronic nicotine delivery systems (e.g. e-cigarettes), vapor products, drugs, narcotics or alcoholic beverages (or any facsimile of tobacco, drugs, narcotics or alcoholic beverages, or any item represented to be tobacco, drugs or alcoholic beverages), including being under the influence of any such substances or aiding in the procurement of any such substances. For the purposes of this Paragraph 15, the term "electronic nicotine delivery system" shall mean an electronic device that may be used to simulate smoking in the delivery of nicotine or other substance to a person inhaling from the device and includes, but is not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or electronic hookah and any related device and any cartridge or other component of such device. For the purposes of Paragraph 15, the term "vapor product" shall mean any product that employs a heating element, power source, electronic circuit or other electronic, chemical or mechanical means, regardless of shape or size, to produce a vapor that may or may not include nicotine, that is inhaled by the user of such product. For the purposes of this Paragraph 15, the term "drugs" shall include, but shall not be limited to, any medicinal preparation (prescription and non-prescription) and any controlled substance whose possession, sale, distribution, use or consumption is illegal under state and/or federal law.
16. Sale, distribution, or consumption of substances contained in household items; including, but not limited to glue, paint, accelerants/propellants for aerosol canisters, and/or items such as the aerators for whipped cream; if sold, distributed or consumed for the purpose of inducing a stimulant, depressant, hallucinogenic or mind-altering effect.
17. Unlawful possession of paraphernalia used or designed to be used in the consumption, sale or distribution of drugs, alcohol or

tobacco, as described in subparagraph (15) above. For purposes of this policy, drug paraphernalia includes any equipment, products and materials of any kind which are used, intended for use or designed for use in growing, harvesting, manufacturing, producing, preparing, packaging, storing, containing or concealing, or injecting, ingesting, inhaling or otherwise introducing controlled drugs or controlled substances into the human body, including but not limited to items such as "bongs," pipes, "roach clips," vials, tobacco rolling papers, and any object or container used, intended or designed for use in storing, concealing, possessing, distributing or selling controlled drugs or controlled substances.

18. The destruction of real, personal or school property, such as, cutting, defacing or otherwise damaging property in any way.
19. Accumulation of offenses such as school and class tardiness, class or study hall cutting, or failure to attend detention.
20. Trespassing on school grounds while on out-of-school suspension or expulsion.
21. Making false bomb threats or other threats to the safety of students, staff members, and/or other persons.
22. Defiance of school rules and the valid authority of teachers, supervisors, administrators, other staff members and/or law enforcement authorities.
23. Throwing snowballs, rocks, sticks and/or similar objects, except as specifically authorized by school staff.
24. Unauthorized and/or reckless and/or improper operation of a motor vehicle on school grounds or at any school-sponsored activity.
25. Leaving school grounds, school transportation or a school-sponsored activity without authorization.
26. Use of or copying of the academic work of another individual and presenting it as the student's own work, without proper attribution; or any other form of academic dishonesty, cheating or plagiarism.
27. Possession and/or use of a cellular telephone, radio, portable audio player, CD player, blackberry, personal data assistant, walkie talkie, Smartphone, mobile or handheld device, or similar electronic device, on school grounds or at a school-sponsored activity in violation of Board policy and/or administrative regulations regulating the use of such devices.

28. Possession and/or use of a beeper or paging device on school grounds or at a school-sponsored activity without the written permission of the principal or his/her designee.
29. Unauthorized use of or tampering with any school computer, computer system, computer software, Internet connection or similar school property or system, or the use of such property or system for inappropriate purposes.
30. Possession and/or use of a laser pointer, unless the student possesses the laser pointer temporarily for an educational purpose while under the direct supervision of a responsible adult.
31. Hazing.
32. Bullying, defined as the repeated use by one or more students of a written, oral or electronic communication, such as cyberbullying, directed at another student attending school in the same district, or a physical act or gesture by one or more students repeatedly directed at another student attending school in the same school district, which:
  - a. causes physical or emotional harm to such student or damage to such student's property;
  - b. places such student in reasonable fear of harm to himself or herself, or of damage to his or her property;
  - c. creates a hostile environment at school for such student;
  - d. infringes on the rights of such student at school; or
  - e. substantially disrupts the education process or the orderly operation of a school.

Bullying includes, but is not limited to, repeated written, oral or electronic communications or physical acts or gestures based on any actual or perceived differentiating characteristics, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity or expression, socioeconomic status, academic status, physical appearance, or mental, physical, developmental or sensory disability, or by association with an individual or group who has or is perceived to have one or more of such characteristics.

33. Cyberbullying, defined as any act of bullying through the use of the Internet, interactive and digital technologies, cellular mobile

telephone or other mobile electronic devices or any electronic communications.

34. Acting in any manner that creates a health and/or safety hazard for staff members, students, or the public, regardless of whether the conduct is intended as a joke.
35. Engaging in a plan to stage or create a violent situation for the purposes of recording it by electronic means; or recording by electronic means acts of violence for purposes of later publication.
36. Engaging in a plan to stage sexual activity for the purposes of recording it by electronic means; or recording by electronic means sexual acts for purposes of later publication.
37. Using computer systems, including email, instant messaging, text messaging, blogging or the use of social networking websites, or other forms of electronic communications, to engage in any conduct prohibited by this policy.
38. Use of a privately owned electronic or technological device in violation of school rules, including the unauthorized recording (photographic or audio) of another individual without permission of the individual or a school staff member.
39. Engaging in teen dating violence, defined as any act of physical, emotional or sexual abuse, including stalking, harassing and threatening, that occurs between two students who are currently in or who have recently been in a dating relationship.
40. Any action prohibited by any Federal or State law.
41. Any other violation of school rules or regulations or a series of violations which makes the presence of the student in school seriously disruptive of the educational process and/or a danger to persons or property.

#### IV. Discretionary and Mandatory Expulsions

- A. A principal may consider recommendation of expulsion of a student in **grades three to twelve, inclusive**, in a case where he/she has reason to believe the student has engaged in conduct described at Sections II.A. or II.B., above.
- B. A principal must recommend expulsion proceedings in all cases against any student in **grades kindergarten to twelve, inclusive**, whom the Administration has reason to believe:

1. was in **possession on school grounds** or at a **school-sponsored activity of a deadly weapon, dangerous instrument, martial arts weapon, or firearm** as defined in 18 U.S.C. § 921 as amended from time to time; or
2. **off school grounds, possessed a firearm** as defined in 18 U.S.C. § 921, in violation of Conn. Gen. Stat. § 29-35, or **possessed and used a firearm** as defined in 18 U.S.C. § 921, a **deadly weapon, a dangerous instrument** or a **martial arts weapon in the commission of a crime** under chapter 952 of the Connecticut General Statutes; or
3. was engaged **on or off school grounds in offering for sale or distribution a controlled substance** (as defined in Conn. Gen. Stat. § 21a-240(9)), whose manufacturing, distribution, sale, prescription, dispensing, transporting, or possessing with intent to sell or dispense, offering or administering is subject to criminal penalties under Conn. Gen. Stat. §§21a-277 and 21a-278.

The terms “**dangerous instrument**,” “**deadly weapon**,” “**electronic defense weapon**,” “**firearm**,” and “**martial arts weapon**,” are defined above in Section I.

- C. In any preschool program provided by the Board of Education or provided by a regional educational service center or a state or local charter school pursuant to an agreement with the Board of Education, no **student enrolled in such a preschool program** shall be expelled from such preschool program, except an expulsion hearing shall be conducted by the Board of Education in accordance with Section VIII of this policy whenever the Administration has reason to believe that that a student enrolled in such preschool program was in **possession of a firearm** as defined in 18 U.S.C. § 921, as amended from time to time, on or off school grounds or at a preschool program-sponsored event. The term “**firearm**” is defined above in Section I.
- D. Upon receipt of an expulsion recommendation, the Superintendent may conduct an inquiry concerning the expulsion recommendation.

If the Superintendent or his/her designee determines that a student should or must be expelled, he or she shall forward his/her recommendation to the Board of Education so that the Board can consider and act upon this recommendation.

- E. In keeping with Conn. Gen. Stat. § 10-233d and the Gun-Free Schools Act, it shall be the policy of the Board to expel a student in grades kindergarten to twelve, inclusive, for one (1) full calendar year for the conduct described in Section IV.B(1), (2) and (3) of this policy and to expel a student enrolled in a preschool program for one (1) calendar year

for the conduct described in Section IV.C. For any mandatory expulsion offense, the Board may modify the term of expulsion on a case-by-case basis.

V. Procedures Governing Removal from Class

- A. A student may be removed from class by a teacher or administrator if he/she deliberately causes a serious disruption of the educational process. When a student is removed, the teacher must send him/her to a designated area and notify the principal or his/her designee at once.
- B. A student may not be removed from class more than six (6) times in one school year nor more than twice in one week unless the student is referred to the building principal or designee and granted an informal hearing at which the student should be informed of the reasons for the disciplinary action and given an opportunity to explain the situation.
- C. The parents or guardian of any minor student removed from class shall be given notice of such disciplinary action within twenty-four (24) hours of the time of the institution of such removal from class.

VI. Procedures Governing Suspension

- A. The principal of a school, or designee on the administrative staff of the school, shall have the right to suspend a student for breach of conduct as noted in Section II of this policy for not more than ten (10) consecutive school days. In cases where suspension is contemplated, the following procedures shall be followed.
  - 1. Unless an emergency situation exists, no student shall be suspended prior to having an informal hearing before the principal or designee at which the student is informed of the charges and given an opportunity to respond. In the event of an emergency, the informal hearing shall be held as soon after the suspension as possible.
  - 2. If suspended, such suspension shall be an in-school suspension, except the principal or designee may impose an out-of-school suspension on any pupil:
    - a. in grades three to twelve, inclusive, if, during the informal hearing, (i) the principal or designee determines that the student poses such a danger to persons or property or such a disruption of the educational process that he or she should be excluded from school during the period of suspension; or (ii) the principal or designee determines that an out-of-school suspension is appropriate based on evidence of (A) the student's previous disciplinary problems that have led

to suspensions or expulsion of such student, and (B) previous efforts by the Administration to address the student's disciplinary problems through means other than out-of-school suspension or expulsion, including positive behavioral support strategies, or

- b. in grades preschool to two, inclusive, if the principal or designee determines that an out-of-school suspension is appropriate for such pupil based on evidence that such pupil's conduct on school grounds is of a violent or sexual nature that endangers persons.
3. Evidence of past disciplinary problems that have led to removal from a classroom, suspension, or expulsion of a student who is the subject of an informal hearing may be received by the principal or designee, but only considered in the determination of the length of suspensions.
4. By telephone, the principal or designee shall make reasonable attempts to immediately notify the parent or guardian of a minor student following the suspension and to state the cause(s) leading to the suspension.
5. Whether or not telephone contact is made with the parent or guardian of such minor student, the principal or designee shall forward a letter promptly to such parent or guardian to the last address reported on school records (or to a newer address if known by the principal or designee), offering the parent or guardian an opportunity for a conference to discuss same.
6. In all cases, the parent or guardian of any minor student who has been suspended shall be given notice of such suspension within twenty-four (24) hours of the time of the institution of the suspension.
7. Not later than twenty-four (24) hours after the commencement of the suspension, the principal or designee shall also notify the Superintendent or his/her designee of the name of the student being suspended and the reason for the suspension.
8. The student shall be allowed to complete any classwork, including examinations, without penalty, which he or she missed while under suspension.
9. The school Administration may, in its discretion, shorten or waive the suspension period for a student who has not previously been suspended or expelled, if the student completes an Administration-specified program and meets any other conditions required by the

Administration. Such Administration-specified program shall not require the student and/or the student's parents to pay for participation in the program.

10. Notice of the suspension shall be recorded in the student's cumulative educational record. Such notice shall be expunged from the cumulative educational record if the student graduates from high school. In cases where the student's period of suspension is shortened or waived in accordance with Section VI.A(9), above, the Administration may choose to expunge the suspension notice from the cumulative record at the time the student completes the Administration-specified program and meets any other conditions required by the Administration.
  11. If the student has not previously been suspended or expelled, and the Administration chooses to expunge the suspension notice from the student's cumulative record prior to graduation, the Administration may refer to the existence of the expunged disciplinary notice, notwithstanding the fact that such notice may have been expunged from the student's cumulative file, for the limited purpose of determining whether any subsequent suspensions or expulsions by the student would constitute the student's first such offense.
  12. The decision of the principal or designee with regard to disciplinary actions up to and including suspensions shall be final.
  13. During any period of suspension served out of school, the student shall not be permitted to be on school property and shall not be permitted to attend or participate in any school-sponsored activities, unless the principal specifically authorizes the student to enter school property for a specified purpose or to participate in a particular school-sponsored activity.
- B. In cases where a student's suspension will result in the student being suspended more than ten (10) times or for a total of fifty (50) days in a school year, whichever results in fewer days of exclusion, the student shall, prior to the pending suspension, be granted a formal hearing before the Board of Education. The principal or designee shall report the student to the Superintendent or designee and request a formal Board hearing. If an emergency situation exists, such hearing shall be held as soon after the suspension as possible.

## VII. Procedures Governing In-School Suspension

- A. The principal or designee may impose in-school suspension in cases where a student's conduct endangers persons or property, violates school policy,

seriously disrupts the educational process or in other appropriate circumstances as determined by the principal or designee.

- B. In-school suspension may not be imposed on a student without an informal hearing by the building principal or designee.
- C. In-school suspension may be served in the school that the student regularly attends or in any other school building within the jurisdiction of the Board.
- D. No student shall be placed on in-school suspension more than fifteen (15) times or for a total of fifty (50) days in one school year, whichever results in fewer days of exclusion.
- E. The parents or guardian of any minor student placed on in-school suspension shall be given notice of such suspension within twenty-four (24) hours of the time of the institution of the period of the in-school suspension.

#### VIII. Procedures Governing Expulsion Hearing

##### A. ***Emergency Exception:***

Except in an emergency situation, the Board of Education shall, prior to expelling any student, conduct a hearing to be governed by the procedures outlined herein and consistent with the requirements of Conn. Gen. Stat. § 10-233d or Conn. Gen. Stat. § 10-233i, if applicable, as well as the applicable provisions of the Uniform Administrative Procedures Act, Conn. Gen. Stat. §§ 4-176e to 4-180a, and § 4-181a. Whenever an emergency exists, the hearing provided for herein shall be held as soon as possible after the expulsion.

##### B. ***Hearing Panel:***

1. Expulsion hearings conducted by the Board will be heard by any three or more Board members. A decision to expel a student must be supported by a majority of the Board members present, provided that no less than three (3) affirmative votes to expel are cast.
2. Alternatively, the Board may appoint an impartial hearing board composed of one (1) or more persons to hear and decide the expulsion matter, provided that no member of the Board may serve on such panel.

##### C. ***Hearing Notice and Rights of the Student and Parent(s)/Guardian(s):***

1. Written notice of the expulsion hearing must be given to the student, and, if the student is a minor, to his/her parent(s) or guardian(s) at least five (5) business days before such hearing.
2. A copy of this Board policy on student discipline shall also be given to the student, and if the student is a minor, to his/her parent(s) or guardian(s), at the time the notice is sent that an expulsion hearing will be convened.
3. The written notice of the expulsion hearing shall inform the student of the following:
  - a. The date, time, place and nature of the hearing.
  - b. The legal authority and jurisdiction under which the hearing is to be held, including a reference to the particular sections of the legal statutes involved.
  - c. A short, plain description of the conduct alleged by the Administration.
  - d. The student may present as evidence relevant testimony and documents concerning the conduct alleged and the appropriate length and conditions of expulsion; and that the expulsion hearing may be the student's sole opportunity to present such evidence.
  - e. The student may cross-examine witnesses called by the Administration.
  - f. The student may be represented by an attorney or other advocate of his/her choice at his/her expense or at the expense of his/her parent(s) or guardian(s).
  - g. A student is entitled to the services of a translator or interpreter, to be provided by the Board of Education, whenever the student or his/her parent(s) or guardian(s) requires the services of an interpreter because he/she/they do(es) not speak the English language or is(are) disabled.
  - h. The conditions under which the Board is not legally required to give the student an alternative educational opportunity (if applicable).
  - i. Information concerning the parent's(s') or guardian's(s') and the student's legal rights and ~~concerning~~ about free or reduced-rate legal services and how to access such services.

- j. The parent(s) or guardian(s) of the student have the right to have the expulsion hearing postponed for up to one week to allow time to obtain representation, except that if an emergency exists, such hearing shall be held as soon after the expulsion as possible.

**D. *Hearing Procedures:***

1. The hearing will be conducted by the Presiding Officer, who will call the meeting to order, introduce the parties, Board members and counsel, briefly explain the hearing procedures, and swear in any witnesses called by the Administration or the student.
2. The hearing will be conducted in executive session. A verbatim record of the hearing will be made, either by tape recording or by a stenographer. A record of the hearing will be maintained, including the verbatim record, all written notices and documents relating to the case and all evidence received or considered at hearing.
3. The Administration shall bear the burden of production to come forward with evidence to support its case and shall bear the burden of persuasion. The standard of proof shall be a preponderance of the evidence.
4. Formal rules of evidence will not be followed. The Board has the right to accept hearsay and other evidence if it deems that evidence relevant or material to its determination. The Presiding Officer will rule on testimony or evidence as to it being immaterial or irrelevant.
5. The hearing will be conducted in two (2) parts. In the first part of the hearing, the Board will receive and consider evidence regarding the conduct alleged by the Administration.
6. In the first part of the hearing, the charges will be introduced into the record by the Superintendent or his/her designee.
7. Each witness for the Administration will be called and sworn. After a witness has finished testifying, he/she will be subject to cross-examination by the opposite party or his/her legal counsel, by the Presiding Officer and by Board members.
8. The student shall not be compelled to testify at the hearing.
9. After the Administration has presented its case, the student will be asked if he/she has any witnesses or evidence to present

concerning the charges. If so, the witnesses will be sworn, will testify, and will be subject to cross examination and to questioning by the Presiding Officer and/or by the Board. The student may also choose to make a statement at this time. If the student chooses to make a statement, he or she will be sworn and subject to cross examination and questioning by the Presiding Officer and/or by the Board. Concluding statements will be made by the Administration and then by the student and/or his or her representative.

10. In cases where the student has denied the allegation, the Board must determine whether the student committed the offense(s) as charged by the Superintendent.
11. If the Board determines that the student has committed the conduct as alleged, then the Board shall proceed with the second portion of the hearing, during which the Board will receive and consider relevant evidence regarding the length and conditions of expulsion.
12. When considering the length and conditions of expulsion, the Board may review the student's attendance, academic and past disciplinary records. The Board may not review notices of prior expulsions or suspensions which have been expunged from the student's cumulative record, except as so provided in Section VI.A (9), (10), (11), above, and Section X, below. The Board may ask the Superintendent for a recommendation as to the discipline to be imposed.
13. Evidence of past disciplinary problems which have led to removal from a classroom, suspension or expulsion of a student being considered for expulsion may be considered only during the second portion of the hearing, during which the Board is considering length of expulsion and nature of alternative educational opportunity to be offered.
14. Where administrators presented the case in support of the charges against the student, such administrative staff shall not be present during the deliberations of the Board either on questions of evidence or on the final discipline to be imposed. The Superintendent may, after reviewing the incident with administrators, and reviewing the student's records, make a recommendation to the Board as to the appropriate discipline to be applied.
15. The Board shall make findings as to the truth of the charges, if the student has denied them; and, in all cases, the disciplinary action, if any, to be imposed. While the hearing itself is conducted in executive session, the vote regarding expulsion must be made in

open session and in a manner that preserves the confidentiality of the student's name and other personally identifiable information.

16. Except for a student who has been expelled based on possession of a firearm or deadly weapon as described in subsection IV.B(1) and (2) above, the Board may, in its discretion, shorten or waive the expulsion period for a student who has not previously been suspended or expelled, if the student completes a Board-specified program and meets any other conditions required by the Board. The Board-specified program shall not require the student and/or the student's parents to pay for participation in the program.
17. The Board shall report its final decision in writing to the student, or if such student is a minor, also to the parent(s) or guardian(s), stating the reasons on which the decision is based, and the disciplinary action to be imposed. Said decision shall be based solely on evidence presented at the hearing. The parents or guardian or any minor student who has been expelled shall be given notice of such disciplinary action within twenty-four (24) hours of the time of the institution of the period of the expulsion.

**E. *Presence on School Grounds and Participation in School-Sponsored Activities During Expulsion:***

During the period of expulsion, the student shall not be permitted to be on school property and shall not be permitted to attend or participate in any school-sponsored activities, except for the student's participation in any alternative educational opportunity provided by the district in accordance with this policy, unless the Superintendent specifically authorizes the student to enter school property for a specified purpose or to participate in a particular school-sponsored activity.

**F. *Stipulated Agreements:***

In lieu of the procedures used in this Section, the Administration and the parent(s) or legal guardian(s) of a student facing expulsion may choose to enter into a Joint Stipulation of the Facts and a Joint Recommendation to the Board concerning the length and conditions of expulsion. Such Joint Stipulation and Recommendation shall include language indicating that the parent(s) or legal guardian(s) understand their right to have an expulsion hearing held pursuant to these procedures, and language indicating that the Board, in its discretion, has the right to accept or reject the Joint Stipulation of Facts and Recommendation. If the Board rejects either the Joint Stipulation of Facts or the Recommendation, an expulsion hearing shall be held pursuant to the procedures outlined herein. If the Student is eighteen years of age or older, the student shall have the authority to enter into a Joint Stipulation and Recommendation on his or her own behalf.

If the parties agree on the facts, but not on the disciplinary recommendation, the Administration and the parents (or legal guardians) of a student facing expulsion may also choose to enter into a Joint Stipulation of the Facts and submit only the Stipulation of the Facts to the Board in lieu of holding the first part of the hearing, as described above. Such Joint Stipulation shall include language indicating that the parents understand their right to have a hearing to determine whether the student engaged in the alleged misconduct and that the Board, in its discretion, has the right to accept or reject the Joint Stipulation of Facts. If the Board rejects the Joint Stipulation of Facts, a full expulsion hearing shall be held pursuant to the procedures outlined herein.

IX. Alternative Educational Opportunities for Expelled Students

~~A. For the purposes of this Section, and subject to Subsection IX.E, below, any alternative educational opportunity to which an expelled student is statutorily entitled shall be (1) alternative education, as defined by Conn. Gen. Stat. § 10-74j, with an individualized learning plan, if the Board provides such alternative education, or (2) in accordance with the standards adopted by the State Board of Education.~~

**B.A. *Students under sixteen (16) years of age:***

Whenever the Board of Education expels a student under sixteen (16) years of age, it shall offer any such student an alternative educational opportunity.

**B.B. *Students sixteen (16) to eighteen (18) years of age:***

1. The Board of Education shall provide an alternative educational opportunity to a sixteen (16) to eighteen (18) year-old student expelled for the first time if he/she requests it and if he/she agrees to the conditions set by the Board of Education. Such alternative educational opportunity may include, but shall not be limited to, the placement of a pupil who is at least ~~sixteen~~seventeen years of age in an adult education program. Any pupil participating in an adult education program during a period of expulsion shall not be required to withdraw from school as a condition to his/her participation in the adult education program.
2. The Board of Education is not required to offer an alternative educational opportunity to any student between the ages of sixteen (16) and eighteen (18) who is expelled for a second, or subsequent, time.

3. The Board of Education shall count the expulsion of a pupil when he/she was under sixteen (16) years of age for purposes of determining whether an alternative educational opportunity is required for such pupil when he/she is between the ages of sixteen and eighteen.

**DC. *Students eighteen (18) years of age or older:***

The Board of Education is not required to offer an alternative educational opportunity to expelled students eighteen (18) years of age or older.

**D. *Content of Alternative Educational Opportunity***

1. For the purposes of Section IX, and subject to Subsection IX.E, below, any alternative educational opportunity to which an expelled student is statutorily entitled shall be (1) alternative education, as defined by Conn. Gen. Stat. § 10-74j and in accordance with the *Standards for Educational Opportunities for Students Who Have Been Expelled*, adopted by the State Board of Education, with an individualized learning plan, if the Board provides such alternative education, or (2) in accordance with the *Standards for Educational Opportunities for Students Who Have Been Expelled*, adopted by the State Board of Education.
2. The Superintendent, or his/her designee, shall develop administrative regulations concerning alternative educational opportunities, which administrative regulations shall be in compliance with the standards adopted by the State Board of Education. Such administrative regulations shall include, but not limited to, provisions to address student placement in alternative education; individualized learning plans; monitoring of students placements and performance; and a process for transition planning.

**E. *Students identified as eligible for services under the Individuals with Disabilities Education Act ("IDEA"):***

Notwithstanding ~~Sections~~Subsections IX.~~B~~A. through D. above, if the Board of Education expels a student who has been identified as eligible for services under the Individuals with Disabilities Education Act ("IDEA"), it shall offer an alternative educational opportunity to such student in accordance with the requirements of IDEA, as it may be amended from time to time, and in accordance with the *Standards for Educational Opportunities for Students Who Have Been Expelled*, adopted by the State Board of Education.

**F. *Students for whom an alternative educational opportunity is not required:***

The Board of Education may offer an alternative educational opportunity to a pupil for whom such alternative educational opportunity is not required by law or as described in this policy. In such cases, the Board, or if delegated by the Board, the Administration, shall determine the components, including nature, frequency and duration of such services, of any such alternative educational opportunity.

X. Notice of Student Expulsion on Cumulative Record

Notice of expulsion and the conduct for which the student was expelled shall be included on the student's cumulative educational record. Such notice, except for notice of an expulsion of a student in grades nine through twelve, inclusive, based upon possession of a firearm or deadly weapon, shall be expunged from the cumulative educational record by the Board if the student graduates from high school.

In cases where the student's period of expulsion is shortened or waived in accordance with Section VIII.D(14), above, the Board may choose to expunge the expulsion notice from the cumulative record at the time the student completes the Board-specified program and meets any other conditions required by the Board.

If a student's period of expulsion was not shortened or waived, the Board may choose to expunge the expulsion notice from the student's cumulative record prior to graduation if such student has demonstrated to the Board that the student's conduct and behavior in the years following such expulsion warrants an expungement. In deciding whether to expunge the expulsion notice, the Board may receive and consider evidence of any subsequent disciplinary problems that have led to removal from a classroom, suspension or expulsion of the student.

If the student has not previously been suspended or expelled, and the Administration chooses to expunge the expulsion notice from the student's cumulative record prior to graduation, the Administration may refer to the existence of the expunged notice, notwithstanding the fact that such notice may have been expunged from the student's cumulative file, for the limited purpose of determining whether any subsequent suspension or expulsion by the student would constitute the student's first such offense.

XI. Change of Residence During Expulsion Proceedings

A. *Student moving into the school district:*

1. If a student enrolls in the district while an expulsion hearing is pending in another district, such student shall not be excluded from school pending completion of the expulsion hearing unless an emergency exists, as defined above. The Board shall retain the authority to suspend the student or to conduct its own expulsion hearing.

2. Where a student enrolls in the district during the period of expulsion from another public school district, the Board may adopt the decision of the student expulsion hearing conducted by such other school district. The student shall be excluded from school pending such hearing. The excluded student shall be offered an alternative educational opportunity in accordance with statutory requirements. The Board shall make its determination based upon a hearing held by the Board, which hearing shall be limited to a determination of whether the conduct which was the basis of the previous public school district's expulsion would also warrant expulsion by the Board.

**B. *Student moving out of the school district:***

Where a student withdraws from school after having been notified that an expulsion hearing is pending, but before a decision has been rendered by the Board, the notice of the pending expulsion hearing shall be included on the student's cumulative record and the Board shall complete the expulsion hearing and render a decision. If the Board subsequently renders a decision to expel the student, a notice of the expulsion shall be included on the student's cumulative record.

**XII. Procedures Governing Suspension and Expulsion of Students Identified as Eligible for Services under the Individuals with Disabilities Education Act ("IDEA")**

**A. *Suspension of IDEA students:***

Notwithstanding the foregoing, if the Administration suspends a student identified as eligible for services under the IDEA (an "IDEA student") who has violated any rule or code of conduct of the school district that applies to all students, the following procedures shall apply:

1. The Administration shall make reasonable attempts to immediately notify the parents of the student of the decision to suspend on the date on which the decision to suspend was made, and a copy of the special education procedural safeguards must either be hand-delivered or sent by mail to the parents on the date that the decision to suspend was made.
2. During the period of suspension, the school district is not required to provide any educational services to the IDEA student beyond that which is provided to all students suspended by the school district.

B. ***Expulsion and Suspensions that Constitute Changes in Placement for IDEA students:***

Notwithstanding any provision to the contrary, if the Administration recommends for expulsion an IDEA student who has violated any rule or code of conduct of the school district that applies to all students, the procedures described in this section shall apply. The procedures described in this section shall also apply for students whom the Administration has suspended in a manner that is considered under the IDEA, as it may be amended from time to time, to be a change in educational placement:

1. Upon the decision by the Administration to recommend expulsion or impose a suspension that would constitute a change in educational placement, the Administration shall promptly notify the parent(s)/guardian(s) of the student of the recommendation of expulsion or the suspension that would constitute a change in educational placement, and provide the parents(s)/guardian(s) a copy of the special education procedural safeguards either by hand-delivery or by mail (unless other means of transmission have been arranged).
2. The school district shall immediately convene the student's planning and placement team ("PPT"), but in no case later than ten (10) school days after the recommendation for expulsion or the suspension that constitutes a change in placement was made. The student's PPT shall consider the relationship between the student's disability and the behavior that led to the recommendation for expulsion or the suspension which constitutes a change in placement, in order to determine whether the student's behavior was a manifestation of his/her disability.
3. If the student's PPT finds that the behavior was a manifestation of the student's disability, the Administration shall not proceed with the recommendation for expulsion or the suspension that constitutes a change in placement.
4. If the student's PPT finds that the behavior was not a manifestation of the student's disability, the Administration may proceed with the recommended expulsion or suspension that constitutes a change in placement.
5. During any period of expulsion, or suspension of greater than ten (10) days per school year, the Administration shall provide the student with an alternative education program in accordance with the provisions of the IDEA.
6. When determining whether to recommend an expulsion or a suspension that constitutes a change in placement, the building

administrator (or his or her designee) should consider the nature of the misconduct and any relevant educational records of the student.

C. ***Removal of Special Education Students for Certain Offenses:***

1. School personnel may remove a student eligible for special education under the IDEA to an appropriate interim alternative educational setting for not more than forty-five (45) school days if the student:
  - a. Was in possession of a dangerous weapon, as defined in 18 U.S.C. 930(g)(2), as amended from time to time, on school grounds or at a school-sponsored activity, or
  - b. Knowingly possessed or used illegal drugs or sold or solicited the sale of a controlled substance while at school or at a school-sponsored activity; or
  - c. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function.
2. The following definitions shall be used for this subsection XII.C.:
  - a. **Dangerous weapon** means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2.5 inches in length.
  - b. **Controlled substance** means a drug or other substance identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act, 21 U.S.C. 812(c).
  - c. **Illegal drug** means a controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or under any other provision of federal law.
  - d. **Serious bodily injury** means a bodily injury which involves: (A) a substantial risk of death; (B) extreme physical pain; (C) protracted and obvious disfigurement; or (D) protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

XIII. Procedures Governing Expulsions for Students Identified as Eligible under Section 504 of the Rehabilitation Act of 1973 ("Section 504")

- A. Except as provided in subsection B below, notwithstanding any provision to the contrary, if the Administration recommends for expulsion a student identified as eligible for educational accommodations under Section 504 who has violated any rule or code of conduct of the school district that applies to all students, the following procedures shall apply:
1. The parents of the student must be notified of the decision to recommend the student for expulsion.
  2. The district shall immediately convene the student's Section 504 team ("504 team") for the purpose of reviewing the relationship between the student's disability and the behavior that led to the recommendation for expulsion. The 504 team will determine whether the student's behavior was a manifestation of his/her disability.
  3. If the 504 team finds that the behavior was a manifestation of the student's disability, the Administration shall not proceed with the recommended expulsion.
  4. If the 504 team finds that the behavior was not a manifestation of the student's disability, the Administration may proceed with the recommended expulsion.
- B. The Board may take disciplinary action for violations pertaining to the use or possession of illegal drugs or alcohol against any student with a disability who currently is engaging in the illegal use of drugs or alcohol to the same extent that such disciplinary action is taken against nondisabled students. Thus, when a student with a disability is recommended for expulsion based solely on the illegal use or possession of drugs or alcohol, the 504 team *shall not be required to meet* to review the relationship between the student's disability and the behavior that led to the recommendation for expulsion.

XIV. Procedures Governing Expulsions for Students Committed to a Juvenile Detention Center

- A. Any student who commits an expellable offense and is subsequently committed to a juvenile detention center, the Connecticut Juvenile Training School or any other residential placement for such offense may be expelled by the Board in accordance with the provisions of this section. The period of expulsion shall run concurrently with the period of commitment to a juvenile detention center, the Connecticut Juvenile Training School or any other residential placement.

- B. If a student who committed an expellable offense seeks to return to a school district after having been in a juvenile detention center, the Connecticut Juvenile Training School or any other residential placement and such student has not been expelled by the board of education for such offense under subdivision (A) of this subsection, the Board shall allow such student to return and may not expel the student for additional time for such offense.

**XV. Early Readmission to School**

An expelled student may apply for early readmission to school. The Board delegates the authority to make decisions on readmission requests to the Superintendent. Students desiring readmission to school shall direct such readmission requests to the Superintendent. The Superintendent has the discretion to approve or deny such readmission requests, and may condition readmission on specified criteria.

**XVI. Dissemination of Policy**

The Board of Education shall, at the beginning of each school year and at such other times as it may deem appropriate, provide for an effective means of informing all students, parent(s) and/or guardian(s) of this policy.

**XVII. Compliance with Documentation and Reporting Requirements**

- A. The Board of Education shall include on all disciplinary reports the individual student's state-assigned student identifier (SASID).
- B. The Board of Education shall report all suspensions and expulsions to the State Department of Education.
- C. If the Board of Education expels a student for sale or distribution of a controlled substance, as defined in Conn. Gen. Stat. § 21a-240(9), whose manufacture, distribution, sale, prescription, dispensing, transporting or possessing with the intent to sell or dispense, offering, or administration is the subject to criminal penalties under Conn. Gen. Stat. §§ 21a-277 and 21a-278, the Board shall refer such student to an appropriate state or local agency for rehabilitation, intervention or job training and inform the agency of its action.
- D. If the Board of Education expels a student for possession of a firearm, as defined in 18 U.S.C. § 921, or deadly weapon, dangerous instrument or martial arts weapon, as defined in Conn. Gen. Stat. § 53a-3, the Board shall report the violation to the local police.

Legal References:

Connecticut General Statutes:

Public Act 17-237, An Act Concerning Education Mandate Relief

Public Act 16-147, An Act Concerning the Recommendations of the  
Juvenile Justice Policy and Oversight Committee

§§ 4-176e through 4-180a and § 4-181a Uniform Administrative  
Procedures Act

§ 10-222d Safe school climate plans. Definitions. Safe school climate  
assessments

§§ 10-233a through 10-233f Suspension and expulsion of students.

§ 10-233l Expulsion and suspension of children in preschool  
programs

§ 19a-342a Use of electronic nicotine delivery system or vapor  
product prohibited

§§ 21a-408a through 408p Palliative Use of Marijuana

§ 29-38 Weapons in vehicles

§ 53a-3 Definitions

§ 53-344b Sale and delivery of electronic nicotine delivery system or  
vapor products to minors

§ 53-206 Carrying of dangerous weapons prohibited.

*Packer v. Board of Educ. of the Town of Thomaston*, 246 Conn. 89 (1998).

*State v. Hardy*, 896 A.2d 755, 278 Conn. 113 (2006).

*State v. Guzman*, 955 A.2d 72, 2008 Conn. App. LEXIS 445 (Sept. 16,  
2008).

[Connecticut State Department of Education, \*Standards for Educational  
Opportunities for Students Who Have Been Expelled\*, adopted January 3,  
2018.](#)

Federal law:

Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq.*, as  
amended by the Individuals with Disabilities Education Improvement Act  
of 2004, Pub. L. 108-446.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a).

18 U.S.C. § 921 (definition of “firearm”)

18 U.S.C. § 930(g)(2) (definition of “dangerous weapon”)

18 U.S.C. § 1365(h)(3) (identifying “serious bodily injury”)

21 U.S.C. § 812(c) (identifying “controlled substances”)

34 C.F.R. § 300.530 (defining “illegal drugs”)

Gun-Free Schools Act, 20 U.S.C. § 7961

*Honig v. Doe*, 484 U.S. 305 (1988)

**Adopted policy: 9/18/07**  
**Revised policy: 6/18/13**  
**Revised policy: 1/20/16**  
**Revised policy: 4/17/18**

**Windsor Public Schools**  
**Windsor, CT**

**ADMINISTRATIVE REGULATIONS REGARDING ALTERNATIVE  
EDUCATIONAL OPPORTUNITIES FOR EXPELLED STUDENTS**

I.    Applicability of these Administrative Regulations

These administrative regulations shall apply in cases when, pursuant to state law, a student in the \_\_\_\_\_ Public Schools is entitled to an alternative educational opportunity during a period of expulsion.

II.   Responsible Personnel

The building principal of the school from which the student has been expelled, or his/her designee(s), shall maintain responsibility for compliance with these administrative regulations relative to the individual student who is being provided with the alternative educational opportunity.

III.   Student Placement Procedures

A.   After a student has been expelled, and unless extraordinary circumstances exist, the building principal, or his/her designee(s), will take the following steps:

1.   Meet with the expelled student's parent(s)/guardian(s) prior to the student's placement in an alternative educational setting to provide information concerning the potentially appropriate alternative educational opportunities for the student and to inform the parent(s)/guardian(s) and student of the right to apply for early readmission to school in accordance with Conn. Gen. Stat. Section 10-233d(j).
2.   Consult with relevant school personnel from the school from which the student was expelled, who are knowledgeable about the student, to obtain information regarding the student's academic, social, and behavioral history that will help inform the decision concerning an appropriate alternative educational opportunity. Such information may be gathered by written reports.
3.   After placement options have been shared with the parent(s)/guardian(s), convene a placement meeting at which all alternative educational opportunities are explored and a placement decision is made.

B.   The educational programming and placement for expelled students who are eligible to receive special education and related services under the Individuals with Disabilities Education Act ("IDEA") shall be determined by the student's Planning and Placement Team ("PPT"). In such case, Subsection A above shall not apply.

IV.   Individualized Learning Plan

A. Development of the Individualized Learning Plan

After the student has been accepted into an alternative educational placement, the principal, or his/her designee, will develop an Individualized Learning Plan ("ILP") that will govern the programming for the student for the period of expulsion. To develop the ILP, the principal, or his/her designee, will collaborate with school personnel from the school from which the student was expelled, the student and the parent/guardian, and will review all relevant student records.

B. Contents of the Individualized Learning Plan

1. The ILP will reference student records with information relevant to the provision of an alternative educational opportunity. These records may include:

- a. Student success plan (for students who have a student success plan as mandated by state law, the student success plan may inform the ILP but does not replace the ILP);
- b. Individualized education program ("IEP");
- c. Section 504 Plan;
- d. Individualized health care plan or emergency care plan; and/or
- e. Other relevant academic and behavioral data.

2. The ILP will address the following:

- a. The student's academic and behavioral needs and appropriate academic and behavioral goals and interventions, including the student's core classes at the time of expulsion and the student's current placement or progress in the curriculum for those classes so that the student has an opportunity to continue to progress in the Board's academic program and earn graduation credits, if applicable;
- b. Benchmarks to measure progress towards the goals and ultimately, progress towards graduation;
- c. Provision for the timing and method for reviewing the student's progress in the alternative educational opportunity and for communicating that progress to the parent/guardian or student. For most students, monitoring and reviewing the student's progress will include monitoring the student's attendance, work completion and progress toward meeting the relevant academic standards for particular coursework, and thus progressing toward graduation, if applicable. The student's progress and grades will be communicated to the

parents/guardians or student with the same frequency as similar progress for students in the regular school environment is reported and communicated to parents/guardians or students. The student's progress and grades will also be reported to the school from which the student was expelled;

- d. Provision for the timely transfer of the student's records both from the student's school to the alternative educational opportunity provider, and also from the alternative educational opportunity provider to the student's school; and
- e. The possibility of early readmission to the school from which the student was expelled and the early readmission criteria, if any, established by the Board of Education or Superintendent, as applicable.

#### V. Review of Student's Placement in Alternative Educational Opportunity and Individualized Learning Plan

- A. A review of the appropriateness of the placement must occur at least once per marking period.
- B. The placement review must include:
  - 1. Review of the ILP to (1) assess progress and make adjustments as necessary and (2) determine its alignment with the goals of the student's IEP, where applicable; and
  - 2. Consideration of opportunities for early readmission as set forth in the ILP, as established by the Board of Education or Superintendent, as applicable.

#### VI. Transition Plan for Readmission

- A. Before a student is readmitted to the school from which the student was expelled, relevant staff should provide an opportunity to meet with the parents/guardians and student to discuss the student's readmission. As part of the readmission process and the student's ILP, the principal, or his/her designee, should consider:
  - 1. Efforts to readmit the student at a semester starting point (at the high school level);
  - 2. A plan to transfer the student's credits and records back to the school from which the student was expelled:
    - a. The \_\_\_\_\_ Public Schools will award an expelled high school student appropriate high school credit for work

satisfactorily completed during the period the student participates in the alternative educational opportunity and will transfer relevant records back to the school from which the student was expelled;

b. The \_\_\_\_\_ Public Schools will provide an expelled student transferring to a new school district a progress summary of all work completed during the course of the student's expulsion, and will indicate the course credit earned by the student for that work.

3. The student's need for academic and other supports upon returning to his/her school; and

4. Efforts to connect the returning student with opportunities to participate in extracurricular activities.

B. In the event the principal, or his/her designee, determines that a student's alternative educational opportunity is no longer beneficial to the student, but it remains inappropriate to return the student to the school from which the student was expelled, a plan for a different alternative educational opportunity may be developed in accordance with the procedures outlines in these Administrative Regulations.

Legal References:

Connecticut General Statutes:

Conn. Gen. Stat. § 10-233d

Federal law:

Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., as amended by the Individuals with Disabilities Education Improvement Act of 2004, Pub. L. 108-446.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a).

Connecticut State Department of Education, *Standards for Educational Opportunities for Students Who Have Been Expelled* (January 3, 2018).

ADOPTED:

REVISED:

4/12/18



# WINDSOR BOARD OF EDUCATION

## AGENDA ITEM

**For Consideration by the Board of Education at the Meeting of:** October 16, 2018

**PREPARED BY:** Danielle Batchelder

**PRESENTED BY:** Danielle Batchelder

**ATTACHMENTS:** September 30, 2018 Financial Report

**SUBJECT:** Financial Report

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### BACKGROUND:

A report of operating expenditures is prepared monthly for the Board of Education. The report details monthly and year-to-date expenditures for each site within Windsor Public Schools.

### STATUS:

The attached report is for the month of September 2018.

There were no inter-site transfers during the month.

### RECOMMENDATION:

No action is necessary. The report is for information only.

The Secretary of the Board of Education should include the following in the minutes of this Board of Education meeting:

|                                         |              |
|-----------------------------------------|--------------|
| Expenditures for September 30, 2018     | \$ 4,474,417 |
| Expenditures through September 30, 2018 | \$10,091,125 |

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**Reviewed by:**



**Recommended by the Superintendent:**



**Agenda Item #**

8a.

Windsor Public Schools  
Financial Report  
September 30, 2018

|                                              | 2018/2019<br>Budget | Expenditures<br>YTD<br>9/30/2018 | Encumbrance        | Balance<br>9/30/2018 | %<br>Balance |
|----------------------------------------------|---------------------|----------------------------------|--------------------|----------------------|--------------|
| <b><u>Instructional Services</u></b>         |                     |                                  |                    |                      |              |
| Clover Street School                         | 58,769              | 2,429                            | 17,376             | 38,964               | 66%          |
| John F. Kennedy School                       | 82,405              | 9,268                            | 11,462             | 61,675               | 75%          |
| Oliver Ellsworth School                      | 83,864              | 16,455                           | 21,592             | 45,817               | 55%          |
| Poquonock School                             | 66,871              | 11,834                           | 11,710             | 43,327               | 65%          |
| Sage Park Middle School                      | 205,220             | 29,605                           | 37,063             | 138,552              | 68%          |
| Windsor High School                          | 425,056             | 61,496                           | 65,191             | 298,369              | 70%          |
| Windsor High School Interscholastic Sports   | 202,000             | 51,056                           | 47,175             | 103,769              | 51%          |
| Athletic Coaches                             | 254,000             | 0                                | 0                  | 254,000              | 100%         |
| WHS Career & Technical Education             | 59,745              | 946                              | 1,002              | 3,647                | 6%           |
| Continuing Education                         | 70,400              | 4,461                            | 4,931              | 61,008               | 87%          |
| *Instructional Mgt. & Curriculum Development | 338,672             | 14,434                           | 53,104             | 271,134              | 80%          |
| Magnet School Tuition                        | 1,500,600           | 0                                | 0                  | 1,500,600            | 100%         |
| Technology                                   | 700,867             | 312,004                          | 101,086            | 287,777              | 41%          |
| <b>Total Instructional Services</b>          | <b>4,048,469</b>    | <b>513,988</b>                   | <b>371,692</b>     | <b>3,108,639</b>     | <b>77%</b>   |
| <b><u>Education Support Services</u></b>     |                     |                                  |                    |                      |              |
| Pupil Personnel Services                     | 368,941             | 6,321                            | 53,068             | 309,552              | 84%          |
| Special Education                            | 94,350              | 2,820                            | 8,020              | 83,510               | 89%          |
| Special Education Tuition                    | 4,919,689           | 135,205                          | 173,183            | 4,611,301            | 94%          |
| Policy & Planning                            | 142,350             | 39,229                           | 7,028              | 96,093               | 68%          |
| **Employee Personnel Services                | 129,000             | 13,293                           | 5,441              | 110,266              | 85%          |
| Financial Management                         | 280,442             | 1,046                            | 33,903             | 245,493              | 88%          |
| Financial Services                           | 38,500              | 6,244                            | 3,628              | 28,628               | 74%          |
| Pupil Transportation & Safety                | 2,761,845           | 5,019                            | 0                  | 2,756,826            | 100%         |
| Special Education Transportation             | 1,943,680           | 0                                | 124,822            | 1,818,858            | 94%          |
| Physical Plant Services                      | 1,971,850           | 380,126                          | 1,497,902          | 93,822               | 5%           |
| Major Maintenance                            | 386,000             | 375,601                          | 5,556              | 4,843                | 1%           |
| L.P. Wilson Center                           | 254,800             | 32,695                           | 121,043            | 101,062              | 40%          |
| Benefits                                     | 10,912,422          | 2,147,872                        | 307,551            | 8,456,999            | 77%          |
| Certified Salaries                           | 30,760,906          | 4,683,282                        | 0                  | 26,077,624           | 85%          |
| Non-Certified Salaries                       | 8,845,337           | 1,696,466                        | 0                  | 7,148,871            | 81%          |
| Regular Ed Tutor Salaries                    | 252,700             | 6,844                            | 0                  | 245,856              | 97%          |
| Special Ed Tutor Salaries                    | 314,000             | 15,996                           | 0                  | 298,004              | 95%          |
| Substitute Salaries                          | 643,519             | 29,078                           | 26,641             | 587,800              | 91%          |
| <b>Total Education Support Services</b>      | <b>65,020,331</b>   | <b>9,577,137</b>                 | <b>2,367,786</b>   | <b>53,075,408</b>    | <b>82%</b>   |
| <b>Total All Sites</b>                       | <b>\$69,068,800</b> | <b>\$10,091,125</b>              | <b>\$2,739,478</b> | <b>\$56,184,047</b>  | <b>81%</b>   |

\* Site 42 Instructional Mgt. & Curriculum Development reflects a decrease of \$40,000 compared to the Budget Book

\*\* Site 44 Employee Personnel Services reflects an increase of \$40,000 compared to the Budget Book.

Rationale for above asterisks: Tuition Reimbursement has been budgeted under Site 42, however, this line item is managed by the Assistant Superintendent of Human Resources and should be budgeted under Site 44.

**WINDSOR BOARD OF EDUCATION  
AGENDA ITEM**

**For Consideration by the Board of Education at the Meeting of:** October 16, 2018

**Prepared By:** Dana Plant

**Presented By:** Danielle Batchelder

**Attachments:** Food Service Financial Report

**Subject:** Cafeteria Operations – July-September 2018

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**Background:** The Windsor School Food Service participates in the National School Lunch Program at each of our school facilities, at St. Gabriel's and CREC's Academy of Aerospace and Engineering. We also participate in the National School Breakfast Program at our four elementary schools, Sage Park Middle School, Windsor High School and CREC AAE. We operate the After School Snack Program for our Treehouse Program in Windsor. We operated our Summer Food Service Program of lunch and snack at Deerfield Apartment Complex, Goslee Pool, Wilson Library, and added Poquonock Elementary School location during summer break. We are complying with the Healthy Food Certification again this year to send a consistent message to our students in keeping with our wellness policies.

Our annual goal is to operate with a small reserve account to offset unanticipated needs and to increase participation from students and staff in all our programs.

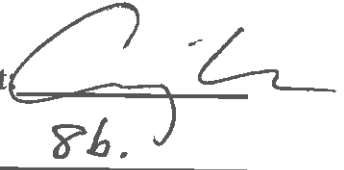
A monthly financial report is presented to the Board of Education. This report includes sales and financial information for the current period.

**Status:** Financial Report for July-September 2018

**Recommendation:** Informational only.

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**Reviewed by:** NB

**Recommended by the Superintendent** 

**Agenda Item #** 86.

Windsor School Food Service  
Program Participation  
September 2018

**SALES**

|            |           | <b>Sept 2017</b> | <b>Sept 2018</b> |
|------------|-----------|------------------|------------------|
| <b>WHS</b> |           |                  |                  |
|            | # OF DAYS | 23               | 19               |
|            | SALES     | \$37,705.58      | \$26,671.77      |
|            | AVERAGE   | \$1,639.37       | \$1,403.78       |

**Reimbursable Meals      Average LUNCH per day**

|                                               |     |     |
|-----------------------------------------------|-----|-----|
| <b>ELEMENTARY</b>                             | 760 | 775 |
| <b>Academy of Aerospace &amp; Engineering</b> | 414 | 445 |
| <b>SPMS</b>                                   | 408 | 456 |
| <b>WHS</b>                                    | 581 | 513 |

**Reimbursable Meals      Average BREAKFAST per day**

|                                               |     |     |
|-----------------------------------------------|-----|-----|
| <b>ELEMENTARY</b>                             | 318 | 325 |
| <b>Academy of Aerospace &amp; Engineering</b> | 120 | 136 |
| <b>SPMS</b>                                   | 66  | 69  |
| <b>WHS</b>                                    | 149 | 139 |

**Reimbursable Meals      Average SNACK per day**

|                          |     |    |
|--------------------------|-----|----|
| <b>Treehouse Program</b> | 100 | 90 |
|--------------------------|-----|----|

Windsor School Food Service  
Financial Statement  
July - September 2018

| REVENUE                            | July-Sept 2017       | 7/1/17 - YTD         | July-Sept 2018      | 7/1/18 - YTD        |
|------------------------------------|----------------------|----------------------|---------------------|---------------------|
| SALES                              | \$129,016.71         | \$129,016.71         | \$115,133.44        | \$115,133.44        |
| REIMBURSEMENTS - STATE             |                      |                      |                     |                     |
| ACCOUNTS RECEIVABLE FED            | 150,847.00           | 150,847.00           | 144,557.93          | 144,557.93          |
| CLOC                               | 96,368.90            | 96,368.90            | 58,784.00           | 58,784.00           |
| MISC. (REBATES)                    | 1,023.12             | 1,023.12             | 616.00              | 616.00              |
| 6 CENTS CERTIFICATION              | 2,959.62             | 2,959.62             | 2,563.08            | 2,563.08            |
| <b>REVENUE TOTALS</b>              | <b>\$380,215.35</b>  | <b>\$380,215.35</b>  | <b>\$321,654.45</b> | <b>\$321,654.45</b> |
| <b>EXPENSES</b>                    |                      |                      |                     |                     |
| WAGES                              | \$106,492.09         | \$106,492.09         | \$90,307.60         | \$90,307.60         |
| PAYROLL TAXES                      | 8,146.65             | 8,146.65             | 6,908.53            | 6,908.53            |
| EMPLOYEE BENEFITS                  | 31,328.76            | 31,328.76            | 13,919.19           | 13,919.19           |
| FOOD/MILK/ICE CREAM                | 198,383.11           | 198,383.11           | 184,795.05          | 184,795.05          |
| PAPER                              | 10,593.12            | 10,593.12            | 10,859.13           | 10,859.13           |
| TRUCK/GAS/MILEAGE                  | 1,361.23             | 1,361.23             | 1,146.06            | 1,146.06            |
| SUPPLIES                           | 15,050.34            | 15,050.34            | 2,508.93            | 2,508.93            |
| EQUIPMENT                          | 17,950.74            | 17,950.74            | 771.80              | 771.80              |
| SERVICES                           | 3,537.34             | 3,537.34             | 3,035.29            | 3,035.29            |
| <b>EXPENSE TOTALS</b>              | <b>\$392,843.38</b>  | <b>\$392,843.38</b>  | <b>\$314,251.58</b> | <b>\$314,251.58</b> |
| <b>NET INCOME</b>                  | <b>(\$12,628.03)</b> | <b>(\$12,628.03)</b> | <b>\$7,402.87</b>   | <b>\$7,402.87</b>   |
| <b>INVENTORY</b>                   |                      | <b>\$27,979.17</b>   |                     | <b>\$35,850.91</b>  |
| <b>OPENING BALANCE 7/1</b>         |                      | <b>\$347,470.46</b>  |                     | <b>\$333,317.93</b> |
| <b>COMPUTED OPERATING POSITION</b> |                      | <b>\$362,821.60</b>  |                     | <b>\$376,571.71</b> |

## WINDSOR BOARD OF EDUCATION

### AGENDA ITEM

**For Consideration by the Board of Education at the Meeting of:** October 16, 2018

**PREPARED BY:** Danielle Batchelder

**PRESENTED BY:** Danielle Batchelder

**ATTACHMENTS:** Student Enrollment Report & Recap

**SUBJECT:** Student Enrollment as of October 1, 2018

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#### **BACKGROUND:**

Attached are the enrollment figures as of October 1, 2018. Mrs. Batchelder will answer any questions.

#### **STATUS:**

In prior BOE enrollment reports, the enrollment report group all students into one category labeled "Outside Placement/Private Placement (SPED)". Beginning at the September 2016 BOE meeting, the Out Placement/Private Placement (SPED) line will be separated into two categories:

- One category will be labeled - *Out of District Placement-Special Education students*
- The second category will be labeled - *Private Placement Special Education students*

**Out of District - Special Education:** Those students who are placed at a Connecticut State Department of Education (CSDE) approved private special education program as recommended by a planning and placement team (PPT) as part of a student's individualized education program (IEP). Additionally, this category may include a family who moves into Windsor with a child who has a disability who has already been placed in a private special education program and/or children who are placed in Windsor foster home(s) by the Department of Children and Families (DCF) and are already enrolled in a private special education program.

**Private Placement - Special Education:** Those students who have been identified special education through the planning and placement team (PPT) process that have been parentally placed at a non-public school located in Windsor (i.e., St. Gabriel, Trinity Christian, Madina Academy, Praise Power & Prayer, etc.).

#### **RECOMMENDATION:**

Informational

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**Reviewed by:**



**Recommended by the Superintendent:**



**Agenda Item #**

8c.

**Windsor Public Schools  
Student Enrollment Report  
October 1, 2018**

| <b>GRADE</b>        | <b>Poquonock School</b> | <b>Clover Street School</b> | <b>Oliver Ellsworth School</b> | <b>John F. Kennedy School</b> | <b>Total</b> |
|---------------------|-------------------------|-----------------------------|--------------------------------|-------------------------------|--------------|
| PreK                | 45                      |                             | 70                             |                               | 115          |
| K                   | 116                     |                             | 108                            |                               | 224          |
| 1                   | 88                      |                             | 120                            |                               | 208          |
| 2                   | 84                      |                             | 114                            |                               | 198          |
| 3                   |                         | 97                          |                                | 110                           | 207          |
| 4                   |                         | 98                          |                                | 128                           | 226          |
| 5                   |                         | 88                          |                                | 129                           | 217          |
| <b>Subtotal K-5</b> |                         |                             |                                |                               | <b>1,280</b> |
| <b>Total</b>        | <b>333</b>              | <b>283</b>                  | <b>412</b>                     | <b>367</b>                    | <b>1,395</b> |

| <b>GRADE</b> | <b>Sage Park Middle School</b> |
|--------------|--------------------------------|
| 6            | 239                            |
| 7            | 225                            |
| 8            | 254                            |
|              |                                |
| <b>Total</b> | <b>718</b>                     |

| <b>GRADE</b> | <b>Windsor High School</b> |
|--------------|----------------------------|
| 9            | 281                        |
| 10           | 292                        |
| 11           | 301                        |
| 12           | 282                        |
| <b>Total</b> | <b>1,156</b>               |

|                                 |              |
|---------------------------------|--------------|
| <b>District Wide Enrollment</b> | <b>3,269</b> |
|---------------------------------|--------------|

# Windsor Public Schools

## Student Enrollment Report

### October 1, 2018

#### Enrollment in Windsor Public Schools

|                                  |              |
|----------------------------------|--------------|
| Grades PreK - 5                  | 1,395        |
| Grades 6-8                       | 718          |
| Grades 9-12                      | 1,156        |
| <b>Total District Enrollment</b> | <b>3,269</b> |

#### Windsor Students not in District Schools

|                                                                                        |              |
|----------------------------------------------------------------------------------------|--------------|
| Out of District Placements (SPED)                                                      | 47           |
| Private Schools (St.Gabriels, Trinity Christian, Medina Academy; Praise, Power&Prayer) | 24           |
| CREC Montessori Hartford                                                               | 14           |
| CREC Metropolitan Learning Center (MLC)                                                | 84           |
| CREC Miscellaneous Magnet Schools                                                      | 223          |
| Hartford Host Magnet Schools                                                           | 202          |
| Miscellaneous Magnet Schools                                                           | 28           |
| A.I. Prince Technical High School                                                      | 6            |
| Howard Cheney Technical High School                                                    | 4            |
|                                                                                        | <b>632</b>   |
| <b>Total Students</b>                                                                  | <b>3,901</b> |

ENROLLMENT REPORT 2018-2019  
POQUONOCK SCHOOL

| Room # Teacher          | Grade | Projected  | 1-Sept     | 1-Oct      | 1-Nov | 1-Dec | 1-Jan | 1-Feb | 1-Mar | 1-Apr | 1-May | 1-Jun |
|-------------------------|-------|------------|------------|------------|-------|-------|-------|-------|-------|-------|-------|-------|
| Kindergarten            |       |            |            |            |       |       |       |       |       |       |       |       |
| 1 McCann                |       |            |            | 15         |       |       |       |       |       |       |       |       |
| 2 Brown                 |       |            |            | 14         |       |       |       |       |       |       |       |       |
| 3 Scott                 |       |            |            | 15         |       |       |       |       |       |       |       |       |
| 22 Roche                |       |            |            | 15         |       |       |       |       |       |       |       |       |
| 23 Filmer               |       |            |            | 14         |       |       |       |       |       |       |       |       |
| 24 Eskanazi             |       |            |            | 15         |       |       |       |       |       |       |       |       |
| 25 Hernandez            |       |            |            | 14         |       |       |       |       |       |       |       |       |
| 26 Scerra               |       |            |            | 14         |       |       |       |       |       |       |       |       |
| <b>Total</b>            |       | <b>88</b>  | <b>117</b> | <b>116</b> |       |       |       |       |       |       |       |       |
| Grade 1                 |       |            |            |            |       |       |       |       |       |       |       |       |
| 8 Coburn                |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 12 Elkey                |       |            |            | 19         |       |       |       |       |       |       |       |       |
| 15 Velez                |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 16 Reynolds             |       |            |            | 17         |       |       |       |       |       |       |       |       |
| 18 Neals                |       |            |            | 16         |       |       |       |       |       |       |       |       |
| <b>Total</b>            |       | <b>86</b>  | <b>92</b>  | <b>88</b>  |       |       |       |       |       |       |       |       |
| Grade 2                 |       |            |            |            |       |       |       |       |       |       |       |       |
| 9 Trummel               |       |            |            | 17         |       |       |       |       |       |       |       |       |
| 11 Delskey              |       |            |            | 16         |       |       |       |       |       |       |       |       |
| 13 Hoogewerff           |       |            |            | 16         |       |       |       |       |       |       |       |       |
| 17 Stoll                |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 14 Couchon              |       |            |            | 17         |       |       |       |       |       |       |       |       |
| <b>Total</b>            |       | <b>79</b>  | <b>85</b>  | <b>84</b>  |       |       |       |       |       |       |       |       |
| PK Smart Start          |       |            |            |            |       |       |       |       |       |       |       |       |
| <b>Sped &amp; Peer</b>  |       | 30         |            | 30         |       |       |       |       |       |       |       |       |
| <b>Total</b>            |       | 15         |            | 15         |       |       |       |       |       |       |       |       |
|                         |       | <b>45</b>  | <b>43</b>  | <b>45</b>  |       |       |       |       |       |       |       |       |
| <b>Poquonock Totals</b> |       | <b>298</b> | <b>337</b> | <b>333</b> |       |       |       |       |       |       |       |       |

**ENROLLMENT REPORT 2018-2019  
OLIVER ELLSWORTH SCHOOL**

| Room # Teacher      | Grade | Projected  | 1-Sept     | 1-Oct      | 1-Nov | 1-Dec | 1-Jan | 1-Feb | 1-Mar | 1-Apr | 1-May | 1-Jun |
|---------------------|-------|------------|------------|------------|-------|-------|-------|-------|-------|-------|-------|-------|
| <b>Kindergarten</b> |       |            |            |            |       |       |       |       |       |       |       |       |
| 19 Drake            |       |            |            | 13         |       |       |       |       |       |       |       |       |
| 20 Butterick        |       |            |            | 14         |       |       |       |       |       |       |       |       |
| 21 Tedeschi         |       |            |            | 14         |       |       |       |       |       |       |       |       |
| 22 Bishop           |       |            |            | 13         |       |       |       |       |       |       |       |       |
| 23 Adamski          |       |            |            | 13         |       |       |       |       |       |       |       |       |
| 24 Bartholomew      |       |            |            | 13         |       |       |       |       |       |       |       |       |
| 25 Chapple          |       |            |            | 14         |       |       |       |       |       |       |       |       |
| 26 Marcella         |       |            |            | 14         |       |       |       |       |       |       |       |       |
| <b>Total</b>        |       | <b>106</b> | <b>109</b> | <b>108</b> |       |       |       |       |       |       |       |       |
| <b>Grade 1</b>      |       |            |            |            |       |       |       |       |       |       |       |       |
| 11 Capizzi          |       |            |            | 20         |       |       |       |       |       |       |       |       |
| 12 Furie            |       |            |            | 19         |       |       |       |       |       |       |       |       |
| 13 Cornell          |       |            |            | 21         |       |       |       |       |       |       |       |       |
| 15 Strickland       |       |            |            | 21         |       |       |       |       |       |       |       |       |
| 16 Miller           |       |            |            | 19         |       |       |       |       |       |       |       |       |
| 17 Stremper         |       |            |            | 20         |       |       |       |       |       |       |       |       |
| <b>Total</b>        |       | <b>103</b> | <b>122</b> | <b>120</b> |       |       |       |       |       |       |       |       |
| <b>Grade 2</b>      |       |            |            |            |       |       |       |       |       |       |       |       |
| 1 Mayo              |       |            |            | 19         |       |       |       |       |       |       |       |       |
| 2 Goicohea          |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 3 Majors            |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 6 Heilman           |       |            |            | 20         |       |       |       |       |       |       |       |       |
| 7 Carlin            |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 8 Jaworski          |       |            |            | 21         |       |       |       |       |       |       |       |       |
| <b>Total</b>        |       | <b>119</b> | <b>113</b> | <b>114</b> |       |       |       |       |       |       |       |       |
| PK Smart Start      |       | 30         |            | 30         |       |       |       |       |       |       |       |       |
| Sped & Peers        |       | 30         |            | 40         |       |       |       |       |       |       |       |       |
| <b>Total</b>        |       | <b>69</b>  | <b>69</b>  | <b>70</b>  |       |       |       |       |       |       |       |       |
| <b>OE</b>           |       | <b>397</b> | <b>413</b> | <b>412</b> |       |       |       |       |       |       |       |       |
| <b>Totals</b>       |       | <b>397</b> | <b>413</b> | <b>412</b> |       |       |       |       |       |       |       |       |

**ENROLLMENT REPORT 2018-2019**  
**Clover Street School**

| <b>Room #</b>  | <b>Teacher</b> | <b>Grade</b> | <b>Projected</b> | <b>1-Sept</b> | <b>1-Oct</b> | <b>1-Nov</b> | <b>1-Dec</b> | <b>1-Jan</b> | <b>1-Feb</b> | <b>1-Mar</b> | <b>1-Apr</b> | <b>1-May</b> | <b>1-Jun</b> |
|----------------|----------------|--------------|------------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>Grade 3</b> |                |              |                  |               |              |              |              |              |              |              |              |              |              |
| 8              | Lindsley       |              |                  |               | 19           |              |              |              |              |              |              |              |              |
| 10             | Murray         |              |                  |               | 19           |              |              |              |              |              |              |              |              |
| 11             | Sanchez        |              |                  |               | 19           |              |              |              |              |              |              |              |              |
| 24             | Michalic       |              |                  |               | 21           |              |              |              |              |              |              |              |              |
| 25             | Darrell        |              |                  |               | 19           |              |              |              |              |              |              |              |              |
|                | <b>Total</b>   |              | <b>87</b>        | <b>97</b>     | <b>97</b>    |              |              |              |              |              |              |              |              |
| <b>Grade 4</b> |                |              |                  |               |              |              |              |              |              |              |              |              |              |
| 14             | Su             |              |                  |               | 18           |              |              |              |              |              |              |              |              |
| 15             | Savage         |              |                  |               | 16           |              |              |              |              |              |              |              |              |
| 16             | Mendola        |              |                  |               | 15           |              |              |              |              |              |              |              |              |
| 17             | Nowsch         |              |                  |               | 17           |              |              |              |              |              |              |              |              |
| 26             | Keach-Longo    |              |                  |               | 16           |              |              |              |              |              |              |              |              |
| 27             | Williams       |              |                  |               | 16           |              |              |              |              |              |              |              |              |
|                | <b>Total</b>   |              | <b>106</b>       | <b>102</b>    | <b>98</b>    |              |              |              |              |              |              |              |              |
| <b>Grade 5</b> |                |              |                  |               |              |              |              |              |              |              |              |              |              |
| 12             | Grimes         |              |                  |               | 21           |              |              |              |              |              |              |              |              |
| 13             | Carlson        |              |                  |               | 21           |              |              |              |              |              |              |              |              |
| 18             | Chartier       |              |                  |               | 23           |              |              |              |              |              |              |              |              |
| 19             | Lewis          |              |                  |               | 23           |              |              |              |              |              |              |              |              |
|                | <b>Total</b>   |              | <b>89</b>        | <b>92</b>     | <b>88</b>    |              |              |              |              |              |              |              |              |
|                | <b>Totals</b>  |              | <b>282</b>       | <b>291</b>    | <b>283</b>   |              |              |              |              |              |              |              |              |

**ENROLLMENT REPORT 2018-2019**  
**JF KENNEDY SCHOOL**

| Room #         | Teacher        | Grade | Projected  | 1-Sept     | 1-Oct      | 1-Nov | 1-Dec | 1-Jan | 1-Feb | 1-Mar | 1-Apr | 1-May | 1-Jun |
|----------------|----------------|-------|------------|------------|------------|-------|-------|-------|-------|-------|-------|-------|-------|
| <b>Grade 3</b> |                |       |            |            |            |       |       |       |       |       |       |       |       |
| 1              | L. Macaluso    |       |            |            | 20         |       |       |       |       |       |       |       |       |
| 2              | Richards       |       |            |            | 19         |       |       |       |       |       |       |       |       |
| 3              | Moyal          |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 4              | Ghanesh-May    |       |            |            | 17         |       |       |       |       |       |       |       |       |
| 6              | Johnston       |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 8              | Vaicunas       |       |            |            | 18         |       |       |       |       |       |       |       |       |
|                | <b>Total</b>   |       | <b>112</b> | <b>111</b> | <b>110</b> |       |       |       |       |       |       |       |       |
| <b>Grade 4</b> |                |       |            |            |            |       |       |       |       |       |       |       |       |
| 9              | M. Macaluso    |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 10             | Silliman       |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 12             | Bishop         |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 14             | Atkins         |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 15             | Brown          |       |            |            | 19         |       |       |       |       |       |       |       |       |
| 16             | Taylor         |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 18             | Caselli        |       |            |            | 19         |       |       |       |       |       |       |       |       |
|                | <b>Total</b>   |       | <b>124</b> | <b>130</b> | <b>128</b> |       |       |       |       |       |       |       |       |
| <b>Grade 5</b> |                |       |            |            |            |       |       |       |       |       |       |       |       |
| 19             | Bowman         |       |            |            | 19         |       |       |       |       |       |       |       |       |
| 20             | Paley          |       |            |            | 19         |       |       |       |       |       |       |       |       |
| 24             | Freitas        |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 25             | Fye            |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 26             | Mazur          |       |            |            | 18         |       |       |       |       |       |       |       |       |
| 27             | Donzella       |       |            |            | 19         |       |       |       |       |       |       |       |       |
| 28             | Davies         |       |            |            | 18         |       |       |       |       |       |       |       |       |
|                | <b>Total</b>   |       | <b>124</b> | <b>132</b> | <b>129</b> |       |       |       |       |       |       |       |       |
|                | <b>Totals</b>  |       | <b>360</b> | <b>373</b> | <b>367</b> |       |       |       |       |       |       |       |       |
|                | <b>Kennedy</b> |       | <b>360</b> | <b>373</b> | <b>367</b> |       |       |       |       |       |       |       |       |

# ENROLLMENT REPORT 2018-2019

## Sage Park Middle School

|                         | Projected  | 1-Sept     | 1-Oct      | 1-Nov | 1-Dec | 1-Jan | 1-Feb | 1-Mar | 1-Apr | 1-May | 1-Jun |
|-------------------------|------------|------------|------------|-------|-------|-------|-------|-------|-------|-------|-------|
| <b>Grade 6</b>          |            |            |            |       |       |       |       |       |       |       |       |
| Team 1                  |            |            | 77         |       |       |       |       |       |       |       |       |
| Team 2                  |            |            | 83         |       |       |       |       |       |       |       |       |
| Team 3                  |            |            | 79         |       |       |       |       |       |       |       |       |
| <b>Total</b>            | <b>238</b> | <b>242</b> | <b>239</b> |       |       |       |       |       |       |       |       |
| <b>Grade 7</b>          |            |            |            |       |       |       |       |       |       |       |       |
| Team 4                  |            |            | 75         |       |       |       |       |       |       |       |       |
| Team 5                  |            |            | 74         |       |       |       |       |       |       |       |       |
| Team 6                  |            |            | 76         |       |       |       |       |       |       |       |       |
| <b>Total</b>            | <b>223</b> | <b>222</b> | <b>225</b> |       |       |       |       |       |       |       |       |
| <b>Grade 8</b>          |            |            |            |       |       |       |       |       |       |       |       |
| Team 7                  |            |            | 81         |       |       |       |       |       |       |       |       |
| Team 8                  |            |            | 85         |       |       |       |       |       |       |       |       |
| Team 9                  |            |            | 88         |       |       |       |       |       |       |       |       |
| <b>Total</b>            | <b>266</b> | <b>255</b> | <b>254</b> |       |       |       |       |       |       |       |       |
| <b>Sage Park Totals</b> | <b>727</b> | <b>719</b> | <b>718</b> |       |       |       |       |       |       |       |       |

**ENROLLMENT REPORT 2018-2019**  
**Windsor High School**

|                           | Projected    | 1-Sept       | 1-Oct        | 1-Nov | 1-Dec | 1-Jan | 1-Feb | 1-Mar | 1-Apr | 1-May | 1-Jun |
|---------------------------|--------------|--------------|--------------|-------|-------|-------|-------|-------|-------|-------|-------|
| <b>Grade 9</b>            | 313          | 288          | 281          |       |       |       |       |       |       |       |       |
| <b>Grade 10</b>           | 278          | 289          | 292          |       |       |       |       |       |       |       |       |
| <b>Grade 11</b>           | 308          | 302          | 301          |       |       |       |       |       |       |       |       |
| <b>Grade 12</b>           | 261          | 287          | 282          |       |       |       |       |       |       |       |       |
| <b>Windsor High Total</b> | <b>1,160</b> | <b>1,166</b> | <b>1,156</b> |       |       |       |       |       |       |       |       |

# WINDSOR BOARD OF EDUCATION

## AGENDA ITEM

For Consideration by the Board of Education at the Meeting of: October 16, 2018

**Prepared By:** Terrell M. Hill, PhD      **Presented By:** Terrell M. Hill, PhD  
Assistant Superintendent for Human Resources  
**Attachments:** None  
**Subject:** Human Resources Report for September 1, 2018 – September 30, 2018

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### RESIGNATIONS/SEPARATIONS

|                 |                                       |              |
|-----------------|---------------------------------------|--------------|
| Angela Jones    | Special Education Paraeducator        | Kennedy      |
| Linda Lydon     | Special Education Paraeducator        | Kennedy      |
| Nereida Root    | Part-time Food Service Cashier        | Windsor High |
| Annette Wiggins | Part-time Food Service Cashier        | Ellsworth    |
| Shari Williams  | Part-time Food Service General Worker | District     |

### RETIREMENTS

|             |                                 |           |
|-------------|---------------------------------|-----------|
| Errol Young | Evening Custodian II (12/31/18) | LP Wilson |
|-------------|---------------------------------|-----------|

### TRANSFERS/REASSIGNMENTS

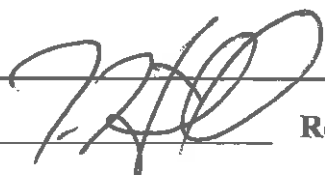
|                  |                                              |           |
|------------------|----------------------------------------------|-----------|
| Robin Bach       | From: Elementary Cook/Secondary Salad Worker | Poquonock |
|                  | To: Elementary Cook/Secondary Salad Worker   | Sage Park |
| Maritza Gonzalez | From: Elementary Cook/Secondary Salad Worker | Sage Park |
|                  | To: Elementary Cook/Secondary Salad Worker   | Poquonock |

### HIRES

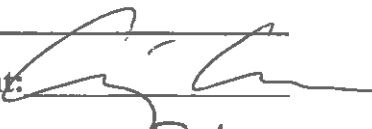
|                    |                                       |              |
|--------------------|---------------------------------------|--------------|
| Evelyn Canderlario | Part-time Food Service General Worker | Windsor High |
| Tomaro Cooper      | Part-time Food Service Cashier        | Windsor High |
| Nancy Dagenhart    | Regular Education Tutor               | Clover       |
| Robin Daly         | Lunchroom Monitor                     | Kennedy      |
| Jenette Davis      | Lunchroom Monitor                     | Clover       |
| Nadra Eltawab      | Lunchroom Monitor                     | Clover       |
| Carrie Kinney      | Special Education Paraeducator        | Windsor High |
| Rachel Mays        | Lunchroom Monitor                     | Poquonock    |
| Keila Nunez        | Special Education Paraeducator        | Sage Park    |
| Stephanie Ortiz    | Lunchroom Monitor                     | Kennedy      |
| Nancy Smith        | Part-time Food Service Cashier        | Poquonock    |

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Reviewed by:



Recommended by the Superintendent:



Agenda Item #

8d.

**WINDSOR BOARD OF EDUCATION  
AGENDA ITEM**

**For Consideration by the Board of Education at the Meeting of:** October 16, 2018

**Prepared By:** Craig A. Cooke

**Presented By:** Craig A. Cooke/Danielle Batchelder

**Attachments:** Agreement for Child Nutrition Programs

**Subject:** Agreement for Child Nutrition Programs

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**Background:**

This permanent single agreement represents the United States Department of Agriculture's (USDA) requirement for state agencies to provide each school food authority (SFA) with a single agreement when a state agency administers any combination of the USDA Child Nutrition Programs (CNPs). This agreement replaces all previous agreements with the Connecticut State Department of Education (CSDE) for each CNP indicated on page 2 of the document.

**Status:**

This agreement shall be effective commencing on the approval date indicated on page 2 of the document, once approved, and will remain in effect unless terminated as provided. This document will only need to be updated if there is a change in superintendent or school business official, the district's authorized signers.

**Recommendation:**

Move the Board of Education approves the agreement for Child Nutrition Programs and agreement be signed by the Superintendent and Director of Business Services.

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**Recommended by the Superintendent:**



**Agenda Item #** 8e

**Connecticut State Department of Education**  
**Bureau of Health/Nutrition, Family Services and Adult Education**  
 450 Columbus Boulevard, Suite 504  
 Hartford, CT 06103-1841

## AGREEMENT FOR CHILD NUTRITION PROGRAMS

**16400, 16451S**

*Child Nutrition Program Sponsor Agreement Number*

**Windsor School Lunch, Windsor Public Schools - Summer Food Service Program**

*Sponsor Name (Town, City, Board of Education, School, Organization, or Corporation)*

**601 Matianuck Avenue, Windsor, CT 06095**

*Street Address, City, State, Zip Code*

| For State Use Only                  |                                |
|-------------------------------------|--------------------------------|
| <b>Type of Agency</b>               |                                |
| <input checked="" type="checkbox"/> | Education Institution          |
| <input type="checkbox"/>            | Government Agency              |
| <input type="checkbox"/>            | For-profit Organization        |
| <input type="checkbox"/>            | Indian Tribe                   |
| <input type="checkbox"/>            | Military Installation          |
| <input type="checkbox"/>            | Private Nonprofit Organization |
| <input type="checkbox"/>            | Other                          |

This Permanent Single Agreement (Agreement) represents the United States Department of Agriculture's (USDA) requirement for state agencies to provide each school food authority (SFA) with a single Agreement when a state agency administers any combination of the USDA Child Nutrition Programs (CNPs). This Agreement replaces all previous Agreements with the Connecticut State Department of Education (CSDE) for each CNP indicated on page 2.

This Agreement shall be effective commencing on the approval date indicated on page 2 and remain in effect unless terminated as provided herein.

By signing this Agreement (page 15), the sponsor agrees to comply with the requirements for any CNP in which it is approved to participate.

The sponsor must comply with all requirements included in documents submitted as part of each CNP application, in addition to the requirements of this Agreement.

**This is not an application to participate in a CNP.**

## ED-099 Agreement for Child Nutrition Programs

### PROGRAM PARTICIPATION

Check all CNPs that apply.

☒ **School Nutrition Programs (SNP)**

**Type of Organization Entity (Check One):**

- ☒ Public School      ☐ Charter School      ☐ Residential Child Care Institution  
☐ Private School      ☐ Camp      ☐ Other: \_\_\_\_\_

| For State Use Only                                                       |               |           |
|--------------------------------------------------------------------------|---------------|-----------|
| CNP                                                                      | Date Approved | Signature |
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) |               |           |
| <input checked="" type="checkbox"/> School Breakfast Program (SBP)       |               |           |
| <input checked="" type="checkbox"/> Afterschool Snack Program (ASP)      |               |           |
| <input type="checkbox"/> Special Milk Program (SMP)                      |               |           |
| <input type="checkbox"/> Seamless Summer Option (SSO)                    |               |           |

☐ **Child and Adult Care Food Program (CACFP)**

**Agreement Type (Check One):**

- ☐ Independent Center      ☐ Sponsor of Affiliated Sites  
☐ Sponsor of Unaffiliated Sites      ☐ Sponsor of Affiliated and Unaffiliated Sites

| For State Use Only                               |               |           |
|--------------------------------------------------|---------------|-----------|
| CNP                                              | Date Approved | Signature |
| <input type="checkbox"/> Adult Day Care (ADC)    |               |           |
| <input type="checkbox"/> Child Care Center (CCC) |               |           |
| <input type="checkbox"/> Day Care Homes (DCH)    |               |           |

☒ **Summer Food Service Program (SFSP)**

**SFSP Code (Check One):**

- ☒ School Food Authority      ☐ National Youth Sports Program      ☐ Residential Camp  
☐ Private Nonprofit      ☐ Unit of Government      ☐ Non-residential Summer Camp

| For State Use Only                                                     |               |           |
|------------------------------------------------------------------------|---------------|-----------|
| CNP                                                                    | Date Approved | Signature |
| <input checked="" type="checkbox"/> Summer Food Service Program (SFSP) |               |           |

☐ **Food Distribution Program (FDP)**

| For State Use Only                                       |               |           |                                |
|----------------------------------------------------------|---------------|-----------|--------------------------------|
| CNP                                                      | Date Approved | Signature | WBSCM *<br>Business Partner ID |
| <input type="checkbox"/> Food Distribution Program (FDP) |               |           |                                |

\* Web-based Supply Chain Management

## ED-099 Agreement for Child Nutrition Programs

### DEFINITIONS

**Child Nutrition Programs (CNP):** Federally funded nutrition programs administered by the USDA according to the National School Lunch Act, as amended (60 Stat. 230, 42-USC 1751), and the Child Nutrition Act of 1966, as amended (80 Stat. 885, 42-USC 1771) and subject to all present and subsequent regulations issued pursuant to said statutes. Specifically, for the purpose of this Agreement, Child Nutrition Programs include the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), Afterschool Snack Program (ASP), Seamless Summer Option (SSO) of the NSLP, Food Distribution Program (FDP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP), herein referred to as CNPs.

**Federal Assistance:** Any funding, property, or aid that is provided to a state agency, sponsor, SFA, institution, or recipient agency for the purpose of providing CNP benefits or services to eligible participants.

**Institution:** A sponsoring organization, child care center, at-risk afterschool care center, outside-school-hours care center, emergency shelter, or adult day care center that enters into an Agreement with the state agency to assume final administrative and financial responsibility for CNP operations as defined in 7 CFR Part 226.

**Recipient Agency (RA):** Agencies or organizations that receive donated foods under 7 CFR Part 250, Food Distribution Program.

**School:** An educational unit as defined in 7 CFR parts 210, 215 and 220.

**School Food Authority (SFA):** The legal governing body that is responsible for the administration of one or more schools; and has the legal authority to enter into an Agreement with the state agency to operate CNPs.

**Sponsor:** A public, private nonprofit, or for-profit organization that is approved to operate a CNP as defined in 7 CFR parts 210, 215, 220, 225, 226, 240, and 250. The SFA, recipient agency, institution, or organization that is party to this contract.

**State Agency:** The state educational agency approved by the USDA to administer CNPs within the state as defined in 7 CFR Part 210, 215, 220, 225, 226, 240, and 250. For the purposes of this Agreement, the state agency is the CSDE.

Hereinafter, the institution, recipient agency, or SFA shall be referred to as Sponsor.

### RESPONSIBILITIES

**The CSDE agrees** to reimburse or make advance payments in such amounts as are authorized by federal regulations to the Sponsor in connection with the CNP providing milk, breakfasts, lunches, suppers, or supplemental food to those eligible in accordance with any of the following regulations that are applicable to the chosen CNPs: National School Lunch Program Regulations (7 CFR Part 210), Special Milk Program Regulations (7 CFR Part 215), School Breakfast Program Regulations (7 CFR Part 220), Summer Food Service Program Regulations (7 CFR Part 225), Child and Adult Care Food Program Regulations (7 CFR Part 226), Determining Eligibility for Free and Reduced-price Meals and Free Milk in Schools (7 CFR Part 245), and Food Distribution Program Regulations (7 CFR Part 250), any amendments thereto. The CSDE shall reimburse or make advance payments to the Sponsor conditional

## **ED-099 Agreement for Child Nutrition Programs**

upon the receipt of federal funding for the purposes described above, and the continuing eligibility of the Sponsor for the federal funds. The CSDE agrees to make payments, where applicable, in accordance with 7 CFR Part 240 (Cash in Lieu of Donated Foods), and any amendments thereto, and/or to donate foods to the Sponsor in accordance with 7 CFR Part 250 (FDP).

**The Sponsor agrees** to accept federal funds and/or donated foods for the operation of CNPs as agreed to herein in accordance with all applicable CNP regulations and any amendments thereto, and to comply with all the provisions thereof, and with all Connecticut statutes, administrative rules, policy manuals, memoranda, guidance, and instructions and any instruction or procedures issued by the USDA or the CSDE in connection therewith. The Sponsor further agrees to administer CNPs funded under this Agreement in accordance with provisions of 2 CFR Part 200 with further clarification issued in 2 CFR Parts 400, 415, 416, et al. (79 FR 75981), as applicable.

This Agreement shall be effective commencing on the date specified on page 2 by the individual CSDE program manager's approval and remain in effect unless terminated as provided herein. The Sponsor shall notify the CSDE whenever significant changes occur in their CNP operations.

The CSDE may terminate the Sponsor's participation in any CNP covered in this Agreement in accordance with the grant close-out procedures found in 2 CFR Parts 200.343, as applicable. If the CSDE terminates the Sponsor's participation in any CNP, the CSDE's action may also result in the termination of the Sponsor's participation in all CNPs.

Either party hereto may, by giving at least 30 days' written notice for NSLP, SBP, SMP, ASP, SFSP, and CACFP, terminate this Agreement. Upon termination or expiration of this Agreement, as provided herein, the CSDE shall make no further disbursement of funds paid to the Sponsor in accordance with this Agreement, except to reimburse the eligible Sponsor in connection with breakfasts, lunches, suppers, snacks, or milk served on or prior to the termination or expiration date of this Agreement. The obligations of the CSDE under the above-cited regulations shall continue until the requirements thereof have been fully performed.

Either party hereto may, by giving at least 60 days' written notice for FDP, terminate this Agreement. Upon receipt of evidence that the terms and conditions of the agreement have not been fully complied with by the RA, the FDP may terminate this agreement immediately by notice in writing to the RA. Subject to such notice of termination or cancellation, the RA agrees to comply with the instruction of the FDP either to distribute or re-donate all remaining inventories of USDA Foods in accordance with the provision of this agreement.

No termination or expiration of this Agreement shall affect the obligation of the Sponsor to maintain and retain records as specified herein and to make such records available for audit or investigation. Such records shall be retained for a period of three years after the date of the final claim for reimbursement in the fiscal year to which they pertain; unless audit or review findings have not been resolved, in which case the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit or review.

## **ED-099 Agreement for Child Nutrition Programs**

### **USDA ASSURANCE OF CIVIL RIGHTS COMPLIANCE**

The Sponsor hereby agrees that it will comply with:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000);
- All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the CNP applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement; and
- the USDA nondiscrimination statement that in accordance with Federal civil rights law and USDA civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the CNP applicant by USDA. This includes any Federal agreement, arrangement or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Sponsor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

## **ED-099 Agreement for Child Nutrition Programs**

### **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The Sponsor further agrees to comply with the anti-discrimination statutes of the State of Connecticut. Connecticut General Statutes 4a-60 and 4a-60a as amended mandates that the Sponsor agrees and warrants that in the performance of this contract that he/or she will 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor 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. If the contract is for a public works project, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The contractor further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. For the purpose of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n.

This contract is subject to the Provisions of Executive Orders Number 3 and 17 promulgated on June 16, 1971, and February 15, 1973, respectively. As such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commission for violation of or noncompliance with said Executive Orders, or any state or federal law concerning nondiscrimination notwithstanding that the Labor Commission is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Orders No. 3 and 17 are incorporated herein by reference and made a part hereof. The parties agree to abide by the said Executive Orders and agree that the contracting agency and the State Labor Commission shall have joint and overall continuing jurisdiction with respect to performance of this contract and the requirements of the above referenced Executive Orders.

The Sponsor agrees to save harmless the Connecticut State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described above.

### **PROTECTION OF THE RIGHTS AND PRIVACY OF PARENTS AND STUDENTS CLAUSE**

Pursuant to 88 Stat. 571. 20 USC 1232 (g), Public Law 93-380, Education Amendments of 1974, the Sponsor shall agree and warrant to:

1. permit the parents or legal guardians of children eligible to participate in the named CNPs to inspect and review any and all official records, files and data directly related to their children;
2. provide an opportunity for a hearing to challenge the content of their child's records, to insure that the records are not inaccurate, misleading or otherwise in violation of the privacy or other rights of the children or their parents; and
3. establish and adhere to the policy of not permitting the release of children's personally identifiable records or files (or personal information contained therein) without the consent of their parents or legal guardians to any individual, agency, or organizations, except the following:

## ED-099 Agreement for Child Nutrition Programs

- a. other school officials who have legitimate educational interests;
- b. officials of state health or state education programs;
- c. officials of other schools or school systems in which the student intends to enroll, upon the condition that the child's parents or legal guardians be notified of the transfer, receive a copy, if desired, and have an opportunity for a hearing to challenge the content of the record;
- d. officials of federal, state or local means tested nutrition programs with eligibility standards comparable to the NSLP; and
- e. an administrative head of an education agency, or state educational authorities in connection with an audit and evaluation of Federally supported education programs, or in connection with the enforcement of the Federal legal requirements that relate to such programs provided that, except when a collection of personally identifiable data is specifically authorized by Federal law, any data collected by such officials with respect to individual students shall not include information (including social security numbers) that would permit the personal identification of such students or their parents after the data so obtained has been collected.

The Sponsor hereby agrees that nondiscrimination policy procedures in accordance with applicable regulations for the named CNPs will be established and implemented as appropriate.

### REQUIREMENTS FOR SPONSOR PARTICIPATION IN NSLP, SBP, AND SMP

*This section applies only if an approval date for the NSLP, SBP, or SMP has been entered on page 2 and it has been signed by the CSDE.*

The Sponsor and participating schools under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220, and 245, **and all requirements developed pursuant to and imposed by these regulations that incorporate the Sponsor Application for Participation and Free and Reduced-price Policy Statement**, as well as applicable provisions of 2 CFR Parts 400, 415, 416, et.al, and all applicable requirements of the Connecticut General Statutes relating to CNPs, USDA guidance, and CSDE Operational Memoranda, hereby incorporated by reference.

The Sponsor further agrees to the following specific provisions, as applicable.

1. Maintain a nonprofit school food service and/or a nonprofit milk service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR 210.14 and 7 CFR 220.7(e)(1), and the limitations on any competitive school food service as set forth in 7 CFR sections 210.11 and 220.12.
2. Limit its net cash resources to an amount that does not exceed three months' average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7 CFR sections 210.19 (a), 220.7 (e)(1), and 220.13(I).
3. Maintain a financial management system as prescribed in 7 CFR sections 210.14(c), 220.13(I), and 215.7(d)(6):
4. Comply with the requirements of the USDA regulations regarding financial management (2 CFR Part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415).
5. Serve meals and snacks that meet the minimum requirements prescribed in 7 CFR sections 210.10 and 220.8, during the applicable meal period.
6. For pricing programs, to price meals and snacks as a unit.

## **ED-099 Agreement for Child Nutrition Programs**

7. Serve CNP meals, milk, and snacks free or at a reduced-price to all children who are determined by the Sponsor to be eligible for such meals in accordance with the free and reduced price policy statements approved under 7 CFR Part 245.
8. Claim reimbursement at the assigned rates only for reimbursable meals and snacks served to eligible children in accordance with 7 CFR parts 210, 215.8, 215.10, and with the agreement. The Sponsor authority official signing the claim shall be responsible for reviewing and analyzing meal and milk counts to ensure accuracy, as specified in 7 CFR sections 210.8, 220.11, and 215.11. Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension or termination of the program as specified in 7 CFR 210.25. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR 210.26 shall apply.
9. Count the number of free, reduced-price, and paid reimbursable CNP meals at the point of service, as approved by the CSDE.
10. Submit claims for reimbursement in accordance with 7 CFR sections 210.8, 220.11, 215.10, and procedures established by CSDE.
11. Comply with USDA requirements regarding nondiscrimination (7 CFR parts 15, 15a, 15b and FNS-113).
12. Make no discrimination against any child because of his or her eligibility for free or reduced-price meals, milk, or supplements (snacks) in accordance with the Free and Reduced-price Policy Statement.
13. Maintain, in the storage, preparation, and service of food and milk, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
14. Maintain necessary facilities for storing, preparing, and serving food and/or milk.
15. Obtain for each school participating in the CNPs a minimum of two food safety inspections during the school year, conducted by the state or local governmental agency responsible for food safety inspections, publicly post inspection results, and provide a copy of the inspection report to a member of the public upon request.
16. Implement a food safety program meeting the requirements of 7 CFR 210.13 and 210.15(b)(5) at each facility or part of a facility where food is stored, prepared, or served.
17. Upon request, make all accounts and records pertaining to CNPs available to the CSDE and USDA FNS, for audit or review, at a reasonable time and place in accordance with 7 CFR sections 210.9(b)(17), 220.7(e)(13), and/or 215.7(d)(7). In accordance with 7 CFR 210.19(a)(4), the CSDE shall promptly investigate complaints received or irregularities noted in connection with the operation of the CNP, and shall take appropriate action to correct any irregularities. At the discretion of the CSDE, the investigations shall be conducted on an announced or unannounced basis.
18. Maintain files of currently approved and denied free and reduced-price applications and direct certification documentation with the supporting documentation, as specified in and in accordance with 7 CFR 245. If the applications and direct certification documentation are maintained at the Sponsor level, they shall be readily retrievable by school or site.
19. Retain the individual applications for free milk and/or free and reduced-price lunches and supplements (snacks) submitted by families for a period of three years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period and as long as required for the resolution of the issues raised by the audit.
20. Observe the limitations on the use of CNP revenues set forth in 7 CFR sections 210.14a, 220.7(e)(1), and 215.7(d)(1) and the limitations on any competitive school food service as set forth in 7 CFR 210.11b.

## **ED-099 Agreement for Child Nutrition Programs**

21. Establish a local wellness policy that includes goals for nutrition education and physical activity, nutrition guidelines for all foods available on campus, guidelines for school meals not less restrictive than 7 CFR sections 210.10 and 220.8, and an implementation plan.
22. Enter into an agreement to receive donated foods as required by 7 CFR 250. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the CSDE.
23. Purchase, in as large quantities as may be efficiently utilized in its nonprofit school food service, foods designated as plentiful by CSDE.

### **NSLP AFTERSCHOOL SNACK PROGRAM (ASP)**

*This section applies only if an approval date for the ASP has been entered on page 2 and it has been signed by the CSDE.*

In conjunction with all provisions of the NSLP, the Sponsor agrees to the following requirements.

1. Claim reimbursement only for meals served in afterschool care programs that meet all of the following criteria:
  - The program must be operated by a school that is participating in the NSLP;
  - The program must be sponsoring or operating an afterschool care program for children ages 3-18;
  - The program must provide regularly scheduled educational or enrichment activities in an organized, structured, and supervised environment; and
  - The program must meet state or local licensing requirements and health and safety standards.
2. Claim reimbursement only for snacks served to children who are not more than 18 years of age. Individuals, regardless of age, who are determined to be mentally or physically disabled are eligible to participate. If a child's nineteenth birthday occurs during the school year, reimbursement may be claimed for snacks served to that child during the remainder of the school year;
3. Claim reimbursement for no more than one meal supplement per child per day. Sites located in areas served by a school in which at least 50 percent of the enrolled children are eligible for free or reduced-price meals may claim reimbursement at the free rate for snacks served to all children eligible to participate in the ASP regardless of each child's eligibility for free or reduced-price meals. Sites in which less than 50 percent of the enrolled children are certified eligible for free or reduced-price meals must claim reimbursement based on each child's eligibility for free or reduced-price meals.
4. Serve meal supplements that meet the minimum requirements prescribed in 7 CFR.210.
5. Price the meal supplement as a unit.
6. Serve meal supplements free or at a reduced-price to all children who are determined by the Sponsor to be eligible for free or reduced-price school meals under 7 CFR Part 245 or choose to offer a nonpricing program.
7. If charging for meals, the charge for a reduced-price meal supplement shall not exceed 15 cents, as required by 7 CFR 210.9(c)(4).
8. Claim reimbursement at the assigned rates only for meal supplements served in accordance with this agreement;
9. Review each ASP two times a year. The first review shall be made within the first four weeks of ASP operation each school year. The second review must be completed during the remainder of the time that the ASP is in operation.

## **ED-099 Agreement for Child Nutrition Programs**

10. Comply with all requirements of this part, except that claims for reimbursement need not be based on "point-of-service" meal supplement counts, as required by 7 CFR 210.9(b)(9).
11. Sites that are site/area eligible must maintain documentation that the site is located in an area served by a school in which at least 50 percent of the enrolled students are certified eligible for free or reduced-price meals and maintain total meal counts for these sites.
12. Sites that are not site/area eligible must record daily snack counts by student eligibility category and maintain documentation of free or reduced-price eligibility for all children for whom free or reduced-price snacks are claimed.
13. Maintain documentation of each child's attendance on a daily basis.
14. Maintain documentation of compliance with meal pattern requirements.

### **SEAMLESS SUMMER OPTION (SSO) OF THE NSLP**

*This section applies only if an approval date for the SSO has been entered on page 2 and it has been signed by the CSDE.*

The SSO combines features of the NSLP, SBP, and SFSP. The purpose of the SSO is to feed children in low-income areas during the summer months, extended breaks of a year-round school schedule, or unanticipated school closures. The SSO reduces paperwork and the administrative burden that is normally associated with operating all three programs. To accomplish this, the above Sponsor requests an exemption of significant portions of the SFSP federal regulations of 7 CFR Part 225. In lieu of the exempt SFSP regulations, the Sponsor will follow applicable regulations in the NSLP and the SBP (7 CFR parts 210 and 220, respectively).

#### **Required SFSP Provisions**

SFSP regulatory provisions of 7 CFR, Part 225 that remain in force require that Sponsors comply with the provisions below.

1. 7 CFR 225.6(d)(1): Serve meals in areas in which poor economic conditions exist, that are not served by another.
2. 7 CFR 225.6(e)(1): To serve meals:
  - from May through September for children on school vacation;
  - at any time of the year, in the case of sponsors administering the SFSP under a continuous school calendar system; or
  - during the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the CSDE, a similar cause.
3. 7 CFR 225.6(e)(4): Agree to serve meals at no cost (except camps);
4. 7 CFR 225.6(e)(7): Claim reimbursement only for approved meals served without charge to children at approved sites, during approved meal service periods as required by 7 CFR Section 225.6(e)(7). This section prohibits permanent changes to the serving time of any meal unless approved by CSDE;
5. 7 CFR 225.14(c)(1): Demonstrate financial and administrative capability to operate the SSO, and accept final financial and administrative responsibility for the total program operations at all sites;
6. 7 CFR 225.14(c)(2): Have not been seriously deficient in operating the SSO;
7. 7 CFR 225.14(c)(3): Conduct a regularly scheduled food service for children from areas in which poor economic conditions exist or qualifies for as a camp;

## **ED-099 Agreement for Child Nutrition Programs**

8. 7 CFR 225.14(d)(2): Open the meal service to children in the community as well as the summer school students, for meals served to children enrolled in summer school;
9. 7 CFR 225.16(b): Limit the number of meals that may be served, as specified in the regulations.
10. 7 CFR 225.16(d): Agree to indicate in an annual application that the meal pattern requirements that will be followed, those indicated in 7 CFR 225.16 or those in 7 CFR Sections 210.10 and 220.8. Further, agrees to indicate if offer versus serve will be implemented, and if so, that the implementation of offer versus serve will follow the corresponding requirements of the selected meal pattern.

### **Exempted SFSP Provisions**

To operate the SSO, the Sponsor requests an exemption from the following SFSP regulatory provisions of 7 CFR, Part 225:

1. 7 CFR 225.6: CSDE application approval, paragraphs (a), (b), (c), (d), (e), (f), and (h) except paragraphs (d)(1), (e)(1), (e)(4), and (e)(7); and
2. 7 CFR Sections 225.7 through 225.18:
  - program monitoring and assistance;
  - records and reports;
  - program assistance to Sponsor;
  - audits and management evaluations;
  - corrective action procedures;
  - appeal procedure;
  - requirements for Sponsor participation, entire section **except** paragraphs (c)(1), (c)(2), (c)(3), and (d)(2);
  - management responsibilities of Sponsor;
  - meal service requirements, entire section **except** paragraph (b);
  - procurement standards; and
  - miscellaneous administrative provisions.

### **NSLP and SBP Regulations**

The CSDE recognizes that NSLP and SBP regulations may conflict with SFSP requirements. The CSDE will provide technical assistance to sponsors to adapt requirements as necessary.

## **REQUIREMENTS FOR SPONSOR PARTICIPATION IN FOOD DISTRIBUTION PROGRAM**

*This section applies only if an approval date for the FDP has been entered on page 2 and it has been signed by the CSDE.*

1. The Sponsor shall comply with all provisions of 7 CFR 250, and with other Federal regulations referenced in this part, as well as USDA policy, instruction, and guidance, and CSDE Operational Memoranda.
2. Prior to receiving USDA foods, the sponsor/RA shall enter into an agreement to receive donated foods as required by 7 CFR 250.11(b).
3. The RA shall ensure compliance with all requirements relating to food safety and food recalls.

## ED-099 Agreement for Child Nutrition Programs

### REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE CACFP

*This section applies only if an approval date for the CACFP has been entered on page 2 and it has been signed by the CSDE.*

The Institution, as defined in 7 CFR 226.2, shall comply with all provisions of 7 CFR Part 226, and with other Federal regulations referenced in this part, as well as USDA policy, instructions and guidance, and CSDE Operational Memoranda, hereby incorporated by reference. The Institution further agrees to accept final administrative and financial responsibility for management of a proper, efficient, and effective nonprofit food service operation conducted principally for the benefit of enrolled participants. No institution may contract out for management of the CACFP.

The Institution further agrees to the following specific provisions, as applicable.

1. Child or adult care centers must have federal, state, or local licensing or approval to provide day care services to participants. Child or adult day care centers that are complying with applicable procedures to renew licensing or approval may participate in the CACFP during the renewal process, unless the CSDE has information that indicates that renewal will be denied. At-risk afterschool care centers shall comply with licensing requirements set forth in 7 CFR 226.17a(d). Each sponsored child or adult day care center must promptly inform the sponsoring organization about any change in its licensing or approval status.
2. Except for for-profit centers, child and adult day care centers shall be public, or have tax exempt status under the *Internal Revenue Code* of 1986.
3. Each child or adult day care center participating in the CACFP must serve one or more of the following meal types: breakfast, lunch, supper, and snack. Reimbursement cannot be claimed for more than two meals and one snack or one meal and two snacks provided daily to each participant. At-risk afterschool care centers shall comply with limits on daily reimbursement set forth in 7 CFR 226.17a (k). Adult day care centers cannot claim CACFP reimbursement for meals claimed under part C of title III of the Older Americans Act of 1965.
4. Each child or adult day care center participating in the CACFP shall claim only the meal types specified in its approved application in accordance with the meal pattern requirements specified in 7 CFR 226.20. Menus and any other nutritional records required by the CSDE shall be maintained to document compliance with such requirements.
5. For-profit child care centers cannot claim reimbursement for meals served to children in any month in which less than 25 percent of the children in care (enrolled or licensed capacity, whichever is less) were eligible for free and reduced-price meals or were Title XX beneficiaries. However, children who only receive at-risk afterschool snacks and/or at-risk afterschool meals cannot be included in this percentage.
6. For-profit adult day care centers cannot claim reimbursement for meals served to participants in any month in which less than 25 percent of the enrolled participants were Title XIX or Title XX beneficiaries.
7. Each child or adult day care center except for outside-school-hours care centers, at-risk afterschool care centers, and emergency shelters shall collect and maintain documentation of the enrollment of each participant, including information used to determine eligibility for free and reduced-price meals in accordance with 7 CFR 226.23(e)(1).
8. Each child or adult day care center must maintain daily records of attendance and time of service meal counts by type (breakfast, lunch, supper, and snacks) served to enrolled participants, and to adults performing labor necessary to the food service. At-risk after-school care centers must maintain records as required by 7 CFR 226.17a(o).

## ED-099 Agreement for Child Nutrition Programs

9. Each child or adult day care center must require key staff, as defined by the CSDE, to attend CACFP training prior to the center's participation in the CACFP, and at least annually thereafter, on content areas established by the CSDE.
10. Each institution shall comply with the recordkeeping requirements established in 7 CFR 226.10(d) and if applicable, in 7 CFR 226.15(e). Failure to maintain such records shall be grounds for the denial of reimbursement.
11. Each sponsoring organization must comply with all provisions of 7 CFR 226.15 and 7 CFR 226.16 and shall accept final administrative and financial responsibility for food service operations in all child care and adult day care facilities under its jurisdiction.
12. As outlined in 7 CFR 226.6, each new and renewing institution must submit to the CSDE information sufficient to document that it is:
  - financially viable;
  - administratively capable of operating the CACFP in accordance with this part; and
  - has internal controls in effect to ensure accountability.
13. Failure to comply with established due dates and timelines for all application and renewal information and monthly reimbursement claim filings may result in a lapse of claiming privileges and/or termination from CACFP participation.
14. The CSDE, USDA and other state or federal officials have the right to make announced or unannounced reviews of the institution's facilities and operations. Such reviews will be made during the institution's normal hours of child or adult care operations, and anyone conducting the reviews must produce photo identification that demonstrates they are employees of one of these entities.
15. Failure to maintain compliance with CACFP regulations 7 CFR 226 and other program requirements may result in the Institution being declared seriously deficient in the operation of the CACFP. Serious deficiencies that are not fully and permanently corrected within the specified time will result in the proposed termination and disqualification of the Institution and the responsible principals and responsible individuals from future CACFP participation. Termination from the CACFP will also result in the placement of the Institution and the responsible principals and responsible individuals on the National Disqualified List (NDL). While on the NDL, the Institution will not be able to participate in the CACFP as an institution or facility, and the responsible principals and responsible individuals will not be able to serve as a principal in any institution or facility or as a day care home provider in the CACFP. Institutions and individuals remain on the NDL until USDA's FNS, in consultation with the CSDE, determines that the serious deficiencies have been corrected, or until seven years after their disqualification. However, if any debt relating to the serious deficiencies has not been repaid, the Institution and individuals will remain on the list until the debt has been repaid.

## REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE SFSP

*This section applies only if an approval date for the SFSP has been entered on page 2, and it has been signed by the CSDE.*

The Sponsor shall comply with all provisions of 7 CFR Part 225, and all requirements developed pursuant to and imposed by these regulations that incorporate the Sponsor Application for Participation by reference, as well as applicable provisions of 2 CFR Parts 400, 415, 416, et.al and USDA and CSDE guidance, hereby incorporated by reference.

## **ED-099 Agreement for Child Nutrition Programs**

The Sponsor further agrees to the following specific provisions, as applicable:

1. To retain final financial and administrative responsibility for the SFSP.
2. To operate a nonprofit food service.
3. To serve meals that meet the requirements and provisions set forth in 7 CFR 225.6(e) during times designated as meal service periods by the Sponsor, including.
  - from May through September for children on school vacation;
  - at any time of the year, in the case of sponsors administering the SFSP under a continuous school calendar system; or
  - during the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the CSDE, a similar cause.
4. To serve the same meals to all children.
5. To serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the SFSP.
6. To issue a free meal policy statement in accordance with 7 CFR 225.6(c).
7. To meet the training requirement for its administrative and site personnel as required under 7 CFR 225.15(d)(1).
8. To claim reimbursement only for the types of meals specified in this Agreement or in each annual update hereafter, and served without charge to children at approved sites during the approved meal service period, except that camps, as defined in 7 CFR 225.16(b)(1), shall claim reimbursement only for the types of meals specified in the Agreement or in each annual update hereafter and served without charge to children who meet the SFSP's income standards. This Agreement and each annual update hereafter shall specify the approved levels of meal service for the Sponsor's sites if such levels are required under 7 CFR 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the CSDE.
9. To submit claims for reimbursement in accordance with procedures established by the CSDE, and those stated in 7 CFR 225.9. Claims for reimbursement will include meals counts at the site level.
10. In the storage, preparation, and service of food, to maintain proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
11. To accept and use, in quantities that may be efficiently utilized in the SFSP, such foods as may be offered under 7 CFR Part 250 (FDP).
12. To have access to facilities necessary for storing, preparing, and serving food.
13. To maintain a financial management system as prescribed by the CSDE.
14. Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225.15(d)(2) and (3).
15. Upon request, to make all SFSP accounts and records pertaining to the SFSP available to state, federal, or other authorized officials for audit or administrative review, at a reasonable time and place.
16. To maintain all SFSP records for a period of three years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved.
17. To maintain children on site while meals are consumed as required by 7 CFR 225.6(e)(15).
18. If seeking to operate in multiple states, to apply and enter into an agreement with each state agency. To make records available to each state agency in the respective state to assure the state agencies can complete their monitoring responsibilities.
19. To retain any funds remaining at the end of the SFSP year to use as start-up funds for the subsequent program year or for improving the sponsor's SFSP services in the subsequent SFSP year. As a final option, and to minimize expense, use toward the operation of other CNPs.

## ED-099 Agreement for Child Nutrition Programs

*This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.*

In order to effectuate the Programs of the National School Lunch Act, as amended (42 USC 1751) and the Child Nutrition Act, as amended (42 USC 1771), the Connecticut State Board of Education and

Windsor Public Schools

(Name of Corporation, Board of Education, or Governing Body)

enter into this Agreement and are subject to all legal rights and duties as provided herein and in the Attachments hereto, together with any amendments that shall become a part of this Agreement, as evidenced by the signatures below.

This is to certify that on \_\_\_\_\_, as shown in the minutes of

Date

Windsor Public Schools

(Name of Corporation, Board of  
Education, or Governing Body)

the individuals signing this agreement were authorized as noted.

1. The person designated below is authorized to sign this agreement and to sign claims for reimbursement.

Craig Cooke, Ph.D

Signature

Printed Name

Superintendent of Schools

Title (Superintendent of Schools, Mayor, Selectman, President or  
Chairperson of the Board, Pastor, or Commissioner)

Date

2. In the absence or incapacity of the first designated individual, the second person designated below is authorized to sign claims for reimbursement.

Danielle Batchelder

Signature

Printed Name

Director of Business Services

Title (Assistant Superintendent, Business Official, Principal, Headmaster,  
City or Town Manager, Executive Director, or Deputy Commissioner)

Date

3. The signature below certifies the above action.

Signature

Printed Name

Title (Secretary of Corporation, Town Clerk, Secretary of the Board)

Date

### For State Use Only

#### CONNECTICUT STATE DEPARTMENT OF EDUCATION

Kathy Demsey

Signature of Authorized Representative

Printed Name of Authorized Representative

Chief Financial Officer

Title

Date

**Windsor Board of Education**  
**Regular Meeting**  
**Unapproved Minutes**  
Tuesday, September 18, 2018 7:00 PM  
Town Hall, Council Chambers

The following are the unapproved minutes of the September 18, 2018 Regular Meeting. Any additions or corrections will be made at a future meeting.

**Attendance Taken at 7:00 PM:**

Present Board Members:

Mr. Leonard Lockhart  
Ms. Maryam Khan  
Mr. Brian Bosch  
Mr. David Furie  
Mr. James Dobler  
Mr. Ronald Eleveld  
Ms. Michaela Fissel  
Mr. Jeremy Halek

**1. Call to Order, Pledge to the Flag and Moment of Silence**

Discussion:

The meeting was called to order at 7:00 PM by President Leonard Lockhart with the Pledge to the Flag and Moment of Silence. Also in attendance: Superintendent of Schools Dr. Craig A. Cooke, Assistant Superintendent for Human Resources Dr. Terrell Hill, Assistant Superintendent for Instructional Services Dr. Santosha Oliver, Director of Business Services Ms. Danielle Batchelder and Director of Pupil and Special Education Mr. Steven Carvalho. Board of Education Student Representative Adelisa Cecunjanin was also in attendance.

Ms. Maryam Khan, Secretary, welcomed members of the audience and viewers at home. She reviewed the Board's mission statement and goals and gave an overview of the protocols for Board meetings.

**2. Recognitions/Acknowledgements**

**2.a. Introduction of New BOE Student Representative--Adelisa Cecunjanin**

Discussion:

Mr. Osunde announced Adelisa Cecunjanin as the Board of Education Student Representative for fall 2018. She is a grade 12 student at Windsor High School.

**2.b. Introduction of Windsor Educator of the Year, Jennifer Delskey**

Discussion:

Dr. Hill introduced Windsor's Educator of the Year for 2018-2019, Ms. Jennifer Delskey. Ms. Delskey addressed the Board.

## **2.c. Introduction of New Administrators**

### **Discussion:**

Dr. Hill introduced and welcomed the district's new administrators to the Board of Education: Jennifer Balnis, Assistant Principal at Sage Park, Shatanna DeRosie and Stephanie Lockhart, Assistant Principals at Windsor High School, India Monroe, English Department Chair at Windsor High School and Kristina Wieckowski, Secondary Special Education Supervisor. Chaka Felder was also announced as the Supervisor of School Counseling.

Dr. Cooke introduced Kenneasha Sloley and Amy Stevenson who are interning with him this school year. Ms. Sloley is from the UCONN Executive Leadership Program and Ms. Stevenson is through the CCSU Superintendent Preparation Program. Ms. Sloley is currently the principal of M.D. Fox School in Hartford and Ms. Stevenson is currently serving as the Director of Pupil Services and Special Education for Rocky Hill Public Schools.

## **3. Audience to Visitors**

### **Discussion:**

Mr. Aaron Rudroff, 6 Veronica Way, Windsor Locks, CT, inquired about residency requirements and transportation for students living outside of town but attending a private school in Windsor.

Mr. T.J. Barresi, 10 Lighthouse Hill Road, discussed his concerns regarding safety at bus stops and parking at Poquonock School.

Ms. Cathi Sasportas, 123 Maple Avenue, would like to see a cost adjustment for Windsor Water Rats Express (WWRX) to use the Windsor High School pool.

Mr. Neil Beaulieu, 309 Trapper Circle, said he coaches WWRX and described how the WHS pool is scheduled for the WWRX, the rate they pay for use of pool and the fees for the custodians. He listed many previous members of the team who continued swimming in postsecondary institutions.

Ms. Fiona Conliffe, 10 Derek Lane, expressed that she felt curriculum and homework requirements lessened as her three children continued through the elementary grades and into the middle school.

Ms. Cindy Gapko, 46 Lochview Drive, would like the board to consider the use of the Return to Learn concussion protocols in the classroom.

## **4. Student Representative Report**

### **Discussion:**

Ms. Cecunjanin reported that the WHS students appreciated the after Labor Day start and that there was a positive beginning to the school year. She said she feels teachers are more organized this year and that life on campus is positive. Grade-level assemblies were held for students and gave them an overview of what the school year will look like.

## **5. Board of Education**

### **5.a. President's Report**

#### **Discussion:**

President Lockhart reported that there was high energy at convocation and everyone seemed engaged. The buildings have been warm at times and the board is working with the town on cooling; staff and students are a priority.

President Lockhart said has been busy attending many CT Association of Boards of Education (CABE) workshops and is pleased that both resolutions brought forward by the Board to CABE in June were passed unanimously and will be sent to the CABE Delegate Assembly. He thanked the Town Council for funds for the chill program at Oliver Ellsworth. BOE Committees are back in full swing. They were not able to meet over the summer due to busy schedules. Over 1100 hours of curriculum were worked on over the summer under the guidance of Assistant

Superintendent Dr. Santosha Oliver. Due to this summer work, teachers will not have to leave their classrooms over the school year to work on curriculum.

He reminded community members that the executive committee is available a 1/2 hour before each regular meeting to address them if they should have any items they would like to discuss.

The BOE Task Forces (both internal and external) will continue their work. He reported on the highlights of the two committees. The external committee will meet on Wednesday, September 26 from 6:00-7:30 PM in Room 17 at the L.P. Wilson Community Center. A meeting of the internal task force will be scheduled soon.

## **5.b. School Liaison Reports**

### **5.b.1. Windsor High School**

Discussion:

Mr. Furie reported that he attended the freshman orientation led by the Student Leadership Team as well as Open House last week. Both events were successful. Calling All Windsor Men will be held on Friday, September 21 beginning at 7:00 AM outside Windsor High School. He encouraged everyone to come out and support the students. All Windsor schools will be holding these events on Friday. He has visited with Mr. Osunde and has joined the School Governance Council. He asked community members to go online to read the Warrior Weekly and see what activities are happening at Windsor High. There is also a listing of college and university representatives visiting the high school.

### **5.b.2. Sage Park Middle School**

Discussion:

Ms. Khan reported on the Back-to-School celebration where families could meet the teachers, food was served. She also reported on the Cluster Program and After School Homework Support and that there are now assistant coaches for the interscholastic sport teams.

She said she the grade 6 Open House was successful and that parents had their child's schedule and time to meet with teachers and to hear what to expect this school year. Grade 7 Open House is on Thursday, September 20 and grade 8 Open House will be held on Wednesday, September 26. Both events begin at 6:30 PM. Picture Day will be held on Thursday, September 21 and Coffee with the Principal on Friday, September 28. The program, Internet Safety and Social Media 101 will be held on Wednesday, October 10 at 6:30 PM.

Mr. Halek welcomed back the students, teachers and staff. There are many events planned. Calling All Men will take place on Friday, September 21 at 7:00 AM. He reported that students looking to volunteer should apply for the Student Leadership Program.

### **5.b.3. Clover Street School**

Discussion:

Mr. Eleveld reported that Open House will be held on Thursday, September 27, Student of the Month on Friday, September 28 and Picture Day on Tuesday, October 9. The Calling All Men event will be held on Friday, September 28 at 8:15 AM. He welcomed all back to school.

### **5.b.4. John F. Kennedy School**

Discussion:

Mr. Bosch reported on the school surveys. There were many areas of interests and will be called clubs. The 14 clubs will meet on Fridays for 6 weeks and there will be three cycles of the clubs. Students can participate in three clubs. JFK morning announcements are featured live. The focus of the JFK "Extraordinary Eagles" for September is kindness and the students will be offered a number of activities around kindness.

Flyers offering information about the Back to School BBQ and Open House on Friday, September 28 will be sent home this week. Board members interested in attending should RSVP to the school.

Mr. Bosch also attended the Northwest Park Fair over the past weekend and was happy to see many teachers were there as well as at the Tavern Trot.

#### **5.b.5. Oliver Ellsworth School**

Discussion:

Mr. Dobler reported that Oliver Ellsworth had their Open House the previous evening. The Calling All Men event will take place on Friday, September 21 at 8:15 AM and Picture Day will be on Thursday, September 27. He is looking forward to meeting with Principal Hoerle to discuss current happenings at OE.

#### **5.b.6. Poquonock School**

Discussion:

Ms. Fissel reported that picture retakes will take place before the end of the year (November/December). Open House was held the previous evening and the Calling All Men event will take place on Friday, September 21 at 8:15 AM. Strings parent orientation will take place at Oliver Ellsworth on Thursday, September 20 with Poquonock School.

The week of September 24 is Child Passenger Safety Week. Safety car seat checks will be available at Poquonock School as well as at the police department and fire department. Families wanting to get involved at Poquonock School should consider joining the PTO.

### **6. Superintendent's Report**

Discussion:

Board members spoke regarding their appreciation for Nuchette Black-Burke's service to the Windsor Board of Education, wished her well and thanked her as she was appointed to the Windsor Town Council.

Time at end of discussion on this item: 8:08 PM

**Motion Passed:** Move to add agenda item under Superintendent's report prior to item 6a. to vote on resignation acceptance of board member and then continue with item 6a. on the regular meeting agenda passed with a motion by Mr. David Furie and a second by Mr. Ronald Eleveld.

**8 Yeas - 0 Nays.**

|                      |     |
|----------------------|-----|
| Mr. Leonard Lockhart | Yes |
| Ms. Maryam Khan      | Yes |
| Mr. Brian Bosch      | Yes |
| Mr. David Furie      | Yes |
| Mr. James Dobler     | Yes |
| Mr. Ronald Eleveld   | Yes |
| Ms. Michaela Fissel  | Yes |
| Mr. Jeremy Halek     | Yes |

**Motion Passed:** Move the Board of Education accept, with regret, the resignation of Nuchette Black-Burke as a board member and express appreciation to her for her years of service passed with a motion by Mr. David Furie and a second by Mr. Ronald Eleveld.

**8 Yeas - 0 Nays.**

|                      |     |
|----------------------|-----|
| Mr. Leonard Lockhart | Yes |
| Ms. Maryam Khan      | Yes |
| Mr. Brian Bosch      | Yes |
| Mr. David Furie      | Yes |
| Mr. James Dobler     | Yes |

|                     |     |
|---------------------|-----|
| Mr. Ronald Eleveld  | Yes |
| Ms. Michaela Fissel | Yes |
| Mr. Jeremy Halek    | Yes |

## 6.a. School Opening Comments

### Discussion:

Dr. Cooke began his report by thanking Nuchette Black-Burke for her commitment to the Board of Education and the students of Windsor Public Schools and wished her all the best.

He reported that Windsor Public Schools had a successful first day of school. He added that while it was warm in the schools without air cooling, the students and staff did well managing the heat. An early release day was called after three consecutive days of heat.

Summer projects continued the effort of air cooling in the schools. Oliver Ellsworth's repairs should be completed soon and JFK will have air conditioning by spring time. At the PBC meeting the previous evening, a design study was approved for Poquonock School with the hope that work will begin in June 2019.

The district is beginning the year with enrollment figures similar to where the district ended in June. There are plans to have a study done to look at enrollment as Poquonock's Kindergarten class came in larger indicating a change in demographics. The study should take 6-8 weeks with a report to the Board.

He thanked the Windsor Chamber of Commerce and Windsor Historical Society for the new teacher luncheon. The new teachers were appreciative of the bags filled with items from various businesses. He also thanked staff and those community members who donated backpacks and school supplies received by the Office of Family and Community Partnership (OFCP). The supplies were distributed from the OFCP to families needing assistance.

Dr. Cooke also reported a three-hour safety presentation was held for all staff which focused on school security and student relationships. There was great feedback from attendees and the district hopes to have the presentation again next year.

Lastly, he wanted to share that the district has instituted several new security initiatives across the schools and he looks forward to sharing that information once the work is completed.

## 6.b. Staffing Update for Opening of 2018-2019 School Year

### Discussion:

Dr. Hill gave a staffing update for the opening of the 2018-2019 school year and discussed the hiring process. He also reported on new teacher orientation, a tour they received of Windsor and a welcome luncheon sponsored by the Windsor Chamber of Commerce. Discussion and questions by the Board ensued.

## 6.c. Fiscal Year 2018 Year End Financial Report

### Discussion:

The Board of Education's budget for fiscal year 2018, which ended June 30, was \$67,471,330. The unexpended balance is \$53,074. The results have not yet been audited. Ms. Batchelder answered questions and a discussion ensued.

**Motion Passed:** Move that the Board of Education approves the return of \$53,074 to the Town with the details of the projected budget/category surpluses and deficits with the final amount subject to completion of the audit passed with a motion by Mr. David Furie and a second by Mr. James Dobler.

### 8 Yeas - 0 Nays.

|                      |     |
|----------------------|-----|
| Mr. Leonard Lockhart | Yes |
| Ms. Maryam Khan      | Yes |
| Mr. Brian Bosch      | Yes |
| Mr. David Furie      | Yes |

|                     |     |
|---------------------|-----|
| Mr. James Dobler    | Yes |
| Mr. Ronald Eleveld  | Yes |
| Ms. Michaela Fissel | Yes |
| Mr. Jeremy Halek    | Yes |

#### **6.d. Curriculum Development, 1st Reading**

##### **6.d.1. Grade 3-5 Math**

**Motion Passed:** Move to approve Grade 3 Math, Grade 4 Math and Grade 5 Math as a 1st reading passed with a motion by Mr. David Furie and a second by Ms. Michaela Fissel.

**8 Yeas - 0 Nays.**

|                      |     |
|----------------------|-----|
| Mr. Leonard Lockhart | Yes |
| Ms. Maryam Khan      | Yes |
| Mr. Brian Bosch      | Yes |
| Mr. David Furie      | Yes |
| Mr. James Dobler     | Yes |
| Mr. Ronald Eleveld   | Yes |
| Ms. Michaela Fissel  | Yes |
| Mr. Jeremy Halek     | Yes |

#### **6.e. Policy Adoption, 1st Reading**

##### **6.e.1. Revised P 5114 Student Discipline**

**Motion Passed:** Move to approve Policy 5114 Student Discipline as a 1st reading passed with a motion by Ms. Maryam Khan and a second by Mr. James Dobler.

**8 Yeas - 0 Nays.**

|                      |     |
|----------------------|-----|
| Mr. Leonard Lockhart | Yes |
| Ms. Maryam Khan      | Yes |
| Mr. Brian Bosch      | Yes |
| Mr. David Furie      | Yes |
| Mr. James Dobler     | Yes |
| Mr. Ronald Eleveld   | Yes |
| Ms. Michaela Fissel  | Yes |
| Mr. Jeremy Halek     | Yes |

#### **6.f. Policy Adoption, 2nd Reading**

##### **6.f.1. Revised P/AR 3541 Transportation**

Discussion:

It was decided at the March 28, 2018 regular meeting after the approval of a first reading of the policy that the policy would return to the committee for additional discussion. It was decided at the policy committee on August 28, 2018 that Policy 3541 would be brought back to the full board for a second reading. Discussion ensued.

**Motion Passed:** Move to approve the revisions made to Policy 3541 Transportation passed with a motion by Ms. Maryam Khan and a second by Mr. James Dobler.

**8 Yeas - 0 Nays.**

|                      |     |
|----------------------|-----|
| Mr. Leonard Lockhart | Yes |
| Ms. Maryam Khan      | Yes |

|                     |     |
|---------------------|-----|
| Mr. Brian Bosch     | Yes |
| Mr. David Furie     | Yes |
| Mr. James Dobler    | Yes |
| Mr. Ronald Eleveld  | Yes |
| Ms. Michaela Fissel | Yes |
| Mr. Jeremy Halek    | Yes |

**Subsidiary Motion Passed:** Move to allow Brian Bosch to speak a second time passed with a motion by Ms. Maryam Khan and a second by Mr. Jeremy Halek.

**8 Yeas - 0 Nays.**

|                      |     |
|----------------------|-----|
| Mr. Leonard Lockhart | Yes |
| Ms. Maryam Khan      | Yes |
| Mr. Brian Bosch      | Yes |
| Mr. David Furie      | Yes |
| Mr. James Dobler     | Yes |
| Mr. Ronald Eleveld   | Yes |
| Ms. Michaela Fissel  | Yes |
| Mr. Jeremy Halek     | Yes |

## 7. Committee Reports

### 7.a. Curriculum Committee

Discussion:  
No report

### 7.b. Long Range Planning Committee

Discussion:  
Mr. Dobler reported the committee had met last week for the first time this fall. He thanked Dr. Cooke and Dr. Oliver for their work on the committee agenda items over the summer which included preschool needs, infrastructure projects, research on districts outside of Connecticut with similar demographics to Windsor Public Schools and the communications plan.

### 7.c. Policy Committee

Discussion:  
The committee discussed policies on transportation, revisions to student discipline and current concussion protocols.

## 8. Consent Agenda

### 8.a. Enrollment Report

### 8.b. Human Resources Report

### 8.c. Approval of BOE Regular Meetings for 2019

**Motion Passed:** Move the Board accept Consent agenda items 8a. Enrollment Report, 8b. Human Resources Report and 8c. Approval of BOE Regular Meetings for 2019 passed with a motion by Mr. David Furie and a second by Mr. James Dobler.

**8 Yeas - 0 Nays.**

|                      |     |
|----------------------|-----|
| Mr. Leonard Lockhart | Yes |
| Ms. Maryam Khan      | Yes |

|                     |     |
|---------------------|-----|
| Mr. Brian Bosch     | Yes |
| Mr. David Furie     | Yes |
| Mr. James Dobler    | Yes |
| Mr. Ronald Eleveld  | Yes |
| Ms. Michaela Fissel | Yes |
| Mr. Jeremy Halek    | Yes |

## 9. Approval of Minutes

**9.a. June 19, 2018 Regular Meeting**

**9.b. June 20, 2018 Special Meeting**

**9.c. August 28, 2018 Policy Committee**

**9.d. September 6, 2018 Curriculum Committee**

**9.e. September 6, 2018 Long Range Planning Committee**

**9.f. September 11, 2018 Special Meeting**

**Motion Passed:** Move the Board approve the minutes in 9a. June 19, 2018 Regular Meeting, 9b. June 20, 2018 Special Meeting, 9c. August 28, 2018 Policy Committee, 9d. September 6, 2018 Curriculum Committee, September 6, 2018 Long Range Planning Committee and 9f. September 11, 2018 Special Meeting passed with a motion by Ms. Maryam Khan and a second by Mr. Jeremy Halek.

**8 Yeas - 0 Nays.**

|                      |     |
|----------------------|-----|
| Mr. Leonard Lockhart | Yes |
| Ms. Maryam Khan      | Yes |
| Mr. Brian Bosch      | Yes |
| Mr. David Furie      | Yes |
| Mr. James Dobler     | Yes |
| Mr. Ronald Eleveld   | Yes |
| Ms. Michaela Fissel  | Yes |
| Mr. Jeremy Halek     | Yes |

## 10. Other Matters/Announcements/Regular BOE Meetings

**10.a. BOE Special Meeting, Tuesday, October 2, 2018, 6:30 PM, LPW, Board Room**

**10.b. BOE Curriculum Committee, Thursday, October 4, 2018, 4:30 PM, LPW, Room 17**

**10.c. BOE Long Range Planning Committee, Thursday, October 4, 2018, 6:30 PM, LPW, Room 17**

**10.d. Next BOE Regular Meeting is Tuesday, October 16, 2018, 7:00 PM, Town Hall, Council Chambers**

Discussion:

President Lockhart announced the upcoming meetings and thanked Dr. Cooke for leading the district and the employees under him. He also thanked the board members and said he appreciates their efforts. He reported he enjoyed convocation this year as well.

Mr. Eleveld announced that Washington Lodge is holding a blood drive on Saturday morning which includes breakfast. He also thanked Cindy Gapko for her efforts on concussion protocols.

Mr. Dobler thanked everyone who spoke at Audience to Visitors as they had offered valid concerns and thanked Mr. Lockhart for his work with the task forces and for keeping them going. He also thanked Nuchette and appreciates her work and assistance and wishes her all the best.

Mr. Halek thanked everyone who spoke at Audience to Visitors as well as Ms. Black-Burke for her service on the board. He appreciated everyone who came out for the Tavern Trot.

Ms. Fissel thanks the visitors to the meeting and said she attended Open House at Oliver Ellsworth and that it was amazing, encouraging and uplifting and that it was nice to feel that way at the beginning of the school year. She is excited to see Nuchette serve on the Town Council.

Mr. Furie reminded Audience to Visitors speakers that there is no verbal exchange at the meeting but that they can call any board member or the superintendent at any time. Community members may also address the executive committee 30 minutes prior to the regular meetings for discussions. He thanked the district for convocation and for the great start to the school year.

Ms. Khan welcomed everyone back, students and staff and thanked those working over the summer.

Mr. Bosch thanked the community members who spoke at the meeting. The Fire Department is conducting school visits and they will be at Oliver Ellsworth on October 12 and at Poquonock School on October 15. He reported that the Windsor Chamber of Commerce is sponsoring the Northwest Park Maple to Table Event on Friday, September 28 from 6-9 PM and hoped that it will be well attended.

## **11. Audience to Visitors**

Discussion:  
None

## **12. Adjournment**

Discussion:  
The meeting was adjourned at 9:09 PM.

**Motion Passed:** Move to adjourn the meeting passed with a motion by Mr. Jeremy Halek and a second by Ms. Michaela Fissel.

## **8 Yeas - 0 Nays.**

|                      |     |
|----------------------|-----|
| Mr. Leonard Lockhart | Yes |
| Ms. Maryam Khan      | Yes |
| Mr. Brian Bosch      | Yes |
| Mr. David Furie      | Yes |
| Mr. James Dobler     | Yes |
| Mr. Ronald Eleveld   | Yes |
| Ms. Michaela Fissel  | Yes |
| Mr. Jeremy Halek     | Yes |

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Maryam F. Khan, Secretary  
Windsor Board of Education

**Windsor Board of Education**  
**Special Meeting**  
**Unapproved Minutes**  
Tuesday, October 2, 2018 6:30 PM  
L.P. Wilson Community Center, Board Room

The following are the unapproved minutes of the October 2, 2018 Special Meeting. Any additions or corrections will be made at a future meeting.

**Attendance Taken at 6:30 PM:**

Present Board Members:

Mr. Leonard Lockhart  
Mr. Jeremy Halek  
Mr. Brian Bosch  
Mr. Ronald Eleveld  
Mr. David Furie

Absent Board Members:

Mr. James Dobler

Updated Attendance:

Ms. Maryam Khan was updated to present at: 6:32 PM  
Ms. Michaela Fissel was updated to present at: 6:33 PM

**1. Call to Order, Pledge to the Flag and Moment of Silence**

Discussion:

The meeting was called to order at 6:30 p.m. by Mr. Lockhart with the Pledge to the Flag and a Moment of Silence.  
Also in attendance: Superintendent of Schools Dr. Craig A. Cooke.

**2. Audience to Visitors**

Discussion:

None.

**3. Advanced Placement (AP) Report**

Discussion:

Mr. Uyi Osunde and Mrs. Phaedra Durost presented the annual Advanced Placement Test report. Questions and comments ensued.

**4. Summer School Report**

Discussion:

Ms. Bonnie Fineman, Ms. Noha Abdel-Hady, Jennifer Su and Dr. Santosha Oliver reported on the new model K-8 summer school program. Questions and comments ensued.

**5. Announcements**

Discussion:

The public was reminded about the Annual Chili Fest and Craft Fair this coming weekend, and the Sage Park Middle School Open House on Wednesday night.

## 6. Adjournment

**Motion Passed:** The meeting adjourned at 8:20 p.m. passed with a motion by Mr. Brian Bosch and a second by Mr. David Furie.

## 7 Yeas - 0 Nays.

|                      |        |
|----------------------|--------|
| Mr. James Dobler     | Absent |
| Mr. Leonard Lockhart | Yes    |
| Mr. Jeremy Halek     | Yes    |
| Mr. Brian Bosch      | Yes    |
| Mr. Ronald Eleveld   | Yes    |
| Ms. Michaela Fissel  | Yes    |
| Mr. David Furie      | Yes    |
| Ms. Maryam Khan      | Yes    |

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Maryam F. Khan, Secretary  
Windsor Board of Education

**Windsor Board of Education**  
**Curriculum Committee**  
**Unapproved Minutes**  
Thursday, October 4, 2018 4:30 PM  
L.P. Wilson Community Center, Room 17

The following are the unapproved minutes of the October 4, 2018 Curriculum Committee. Any additions or corrections will be made at a future meeting.

**Attendance Taken at 4:30 PM:**

Present Board Members:

Mr. Leonard Lockhart  
Ms. Michaela Fissel  
Ms. Maryam Khan

Updated Attendance:

Ms. Michaela Fissel was updated to present at: 4:50 PM

**1. Call to Order, Pledge to the Flag and Moment of Silence**

Discussion:

The meeting was called to order by President Lockhart with the Pledge to the Flag and Moment of Silence. Superintendent Dr. Craig Cooke and Assistant Superintendent for Instructional Services Santosha Oliver were also in attendance.

**2. Audience to Visitors**

Discussion:

None

**3. Grade K-2 Math**

Discussion:

The committee reviewed Grade K-2 Math and will move it forward to the full board at their October regular meeting for a first reading.

**4. Adjournment**

Discussion:

The meeting was adjourned at 4:51 PM.

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Maryam F. Khan, Secretary  
Windsor Board of Education