

**Board of Education  
Newtown, Connecticut**

Minutes of the Board of Education meeting on September 2, 2014 at 7:00 p.m. in the Reed Intermediate School library.

K. Alexander, Chair	J. Erardi
L. Roche, Vice Chair	L. Gejda
K. Hamilton, Secretary	R. Bienkowski
D. Leidlein (absent)	5 Staff
J. Vouros	12 Public
D. Freedman	2 Press
M. Ku	

Item 1 – Call to Order

MOTION: Mr. Freedman moved that the Board of Education add a student request to executive session. Mrs. Ku seconded. Motion passes unanimously.

MOTION: Mr. Freedman moved that the Board of Education go into executive session to discuss pending litigation, negotiations and a student request and invited Dr. Erardi and Dr. Gejda. Ms. Hamilton seconded. Motion passes unanimously.

Item 2 – Executive Session

Item 3 – Public Session/Pledge of Allegiance

Item 4 – Consent Agenda

MOTION: Mrs. Ku moved that the Board of Education approve the consent agenda which includes the removal of Dr. Janet Robinson and the addition of Dr. Joseph V. Erardi, Jr. as signer on Newtown Savings Banks accounts for the Newtown Board of Education custodial, flex plan and cafeteria accounts, and also approve Joanna Barry as high school freshman girls soccer coach, Chris Hoagland as volunteer boys soccer coach, and the correspondence report. Mr. Vouros seconded.

Ms. Hamilton requested that the custodial accounts be removed and asked Mr. Bienkowski for an explanation of that account.

Motion passes unanimously.

MOTION: Ms. Hamilton moved to add an agenda item to discuss the custodial account.

Mrs. Ku seconded. Motion passes unanimously.

Item 5 – Public Participation

Item 6 – Reports

Chair Report: Mr. Alexander thanked everyone for attending the convocation. He attended the charter revisions meeting and there were no questions for the Board of Education at that time. He thanked Ms. Hamilton for her CIP presentation to the Board of Finance and stated that Mrs. Ku would be the Board representative for the Space Needs Committee. He requested that subcommittee members notify the Board when meetings will be held and also send minutes.

Ms. Hamilton said that part of the charge for the CIP/Facilities/Finance Committee is to review space needs and she wondered why they were not asked to participate on the Space Needs Committee.

Mr. Alexander said that Pat Llodra asked for a member and he chose Mrs. Ku.

Ms. Hamilton didn't understand that because all of their work feeds into that process and concerned that she or Mr. Freedman weren't involved.

Mrs. Roche felt the same. It's a natural progression for Ms. Hamilton to be part of the Space Needs Committee. Now she has to attend those meetings also which is not fair.

**Superintendent's Report:**

Dr. Erardi said the enrollment study by Milone and MacBroom was nearly complete. Trend, housing and demographic analysis have been completed and he is confident a draft will be ready on or before October 1.

The joint facility study will be done with groups and they are waiting for our enrollment study for the second meeting in October.

A Community Forum will be held on September 18 at 7 PM in the high school lecture hall. The topic is what must take place this school year for your child to have her/his absolute best school year.

He is very pleased with the progress of the Climate and Culture Committee. A survey will be sent to staff this month.

He thanked the five high school students taping the meeting.

**Committee Reports:**

Mrs. Ku said the Security Committee met August 20 and the emergency manuals have been submitted to the state. The threat assessment protocol was also presented.

Ms. Hamilton thanked everyone for their support at presentation of the CIP to the Board of Finance. They will make their decisions at the next meeting.

**Item 7 – Old Business**

**Kaestle Boos Presentation on Proposed High School Auditorium Renovations:**

Chuck Boos presented the project which is expected to cost \$3,000,589. The reimbursement from the state will be \$500,000 to \$1M.

Mr. Vouros asked if the auditorium work was considered when the high school was renovated.

Ms. Hamilton said at that time the first referendum didn't pass. For the second referendum we got it down to just the addition. We were told the auditorium wasn't reimbursable.

Mr. Boos said there are sections of the project which should be reimbursable. ADA is definitely reimbursable.

Mr. Freedman was concerned that in a couple of years changing ADA requirements will cause us to need additional funds to meet those changes.

Mr. Boos said the curve has flattened out considerably so he doesn't see many changes. If anything there might be very small improvements.

Mr. Bienkowski said the reimbursement rate is 36.79%.

Mr. Vouros asked what triggered this ADA compliance now.

Mr. Boos said he did a study and determined we were not complying with the code.

Mrs. Roche asked if we had to make the ADA improvements.

Mr. Boos said we did because it's a violation of the law. A local inspecting official would advise that updates should be done. Also, applying for state grant money will require that you are in compliance.

Ms. Hamilton said the entire amount has to be approved by the Town fiscal authority. We should do these studies two years before we want the project started.

**Newtown School Based Health Clinic Update:**

Dr. Erardi thanked the Board members for spending time looking at this project. It will be an action item at the September 16 meeting.

Ms. Hamilton asked about insurance for the students and how the visit is paid if they have no coverage and also questioned the liability to the school district.

Melanie Bonjour stated that regarding insurance, any student that has a signed parental permission form can use the service. Ability to pay is considered. If there is no insurance we write the services off. Uninsured students are covered under the grant. Specialty care is referred out. Regarding liability, this is covered by malpractice insurance and doctors are covered also. These clinics are licensed as outpatient facilities.

Mr. Freedman asked if there were any demographic studies about the number of uninsured children in that age group.

Anne Dalton said she could get those numbers. Newtown has a fairly low percentage of uninsured.

Mr. Freedman requested that information for the Board. He also asked about the cost for renovation of the area and if we absorbed those costs.

Dr. Erardi said the only costs for the Board annually are the soft costs for heat and electricity. The room selected is a great space.

Dr. Draper said the nurse practitioner would be in contact with the physician and if the child is contagious they would probably go home.

Mrs. Dalton said the direct treatment means the child starts on an antibiotic at that time which would be sooner than going to their doctor.

Mr. Vouros asked how this would affect the pediatricians in town possibly taking business away from their offices.

Dr. Draper stated that in Danbury they received approval from the whole Department of Pediatrics. The physicians in the community are in favor of it.

**Sandy Hook Update:**

Dr. Erardi said that September 10 he will be co-facilitating a meeting with Mrs. Llodra with the neighbors to inform them of phases of the project. He was impressed by everyone involved including the Public Building and Site Commission work on the project. He believes it will come in under budget and on time. The meeting is in the Booth Library at 7 PM.

**K-4 Class Size:**

Dr. Erardi said when the Board agreed to add a full time paraeducator for third grade at Head O'Meadow School the class size was 25, 25 and 25. The Education Connection grant was awarded last week which will fund a counselor at each elementary school. This will take care of their social and emotional needs. Ms. Gasparine was offering this position today to someone who is a certified teacher. Since August 19, one additional third grade student enrolled at Head O'Meadow School so there is one class with 26 students.

Mr. Vouros asked how these counselors would be used in conjunction with teachers in grade three at Head O'Meadow School.

Dr. Erardi said Mrs. Gasparine met with cohort of third grade teachers on how to use this paraeducator. Regarding the counselor at Head O'Meadow, there will be a developmental guidance program in each classroom. Potentially the two counselors we lost from the Department of Education grant will be returning. The four counselors will be Education Connection employees.

Ms. Hamilton asked what kinds of resources were available to parents who believe their children in these classes are struggling. She's been hearing they are normal classroom issues, not mental health issues.

Dr. Erardi said a briefing by the counselor will be focused on grade three. Any parent who has a question or concern should first call the teacher who has the best handle on those students. As we look to develop a mentoring program we also have high school students who are available to help.

#### Item 8 – New Business

Back to School Information:

Dr. Erardi spoke about the convocation, staff hiring and existing vacancies, transportation, teaching and learning, the NFT and BOE climate and culture partnership and safety and security. He thanked the local and Monroe police departments and Mark Pompano for all they have done for security and safety. We will continue with emergency drills in two months. Mrs. Roche thanked Dr. Erardi for all he has done in setting the tone for our district.

MOTION: Mrs. Ku moved to approve the minutes of August 19, 2014. Mr. Vouros seconded. Ms. Hamilton clarified a statement by Mr. Faiella on the bottom of page 4. Mr. Vouros seconded. Vote: 4 ayes 2 abstained (Mrs. Roche, Mr. Freedman)

Ms. Hamilton asked what the custodial account was used for.

Mr. Bienkowski said we use that account to deposit funds from outside use of our schools. It is basically a reimbursement for payroll accounts. This account was also used to pay Kaestle Boos. We need two signatures on each check. Motion passes unanimously.

#### Item 9 – Public Participation

MOTION: Mr. Freedman moved to adjourned. Mr. Vouros seconded. Motion passes unanimously.

#### Item 10 – Adjournment

The meeting adjourned at 8:45 p.m.

Respectfully submitted:

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Kathy Hamilton  
Secretary

NEWTOWN HIGH SCHOOL  
FALL COACHES ROSTER 2014  
UPDATED 8/26/14\*

NAME/STEP	SPORT/COACH RETURNING OR NEW HIRE
SUSAN BRIDGES 3	CHEERLEADING--- RETURNING
CHERYL STENZ 3	DANCE TEAM----RETURNING
MARC KENNEY 3	GIRLS SOCCER---- RETURNING
LAURA MCLEAN 3	J.V. GIRLS SOCCER
* JOANNA BARRY 1	FRESHMAN GIRLS SOCCER—NEW TEACHER AT NHS
BRIAN NEUMEYER 3	BOYS SOCCER----RETURNING
MIKE DYER 3	J.V.BOYS SOCCER----RETURNING
TOM BRANT 3	FRESHMAN BOYS SOCCER— RETURNING
TOM CZAPLINSKI 3	GIRLS VOLLEYBALL----RETURNING
TARA ALLEGRETTO 3	J.V. GIRLS VOLLEYBALL—RETURNING
LISA BURBANK 3	FRESHMAN GIRLS VOLLEYBALL---RETURNING
ROBERT GAUVIN 3	GIRLS SWIM----- RETURNING
RYAN CUTLER 3	ASST. GIRLS SWIM---RETURNING
DOUG RUSSELL 3	GIRLS CROSS COUNTRY-- RETURNING
DAVE FOSS 3	BOYS CROSS COUNTRY---- RETURNING
CARL STRAIT 2	ASSISTANT CROSS COUNTRY-- RETURNING
STEPHANIE PAPROSKI 2	FIELD HOCKEY- RETURNING
KATHY DAVEY 3	J.V. FIELD HOCKEY—TEACHER AT THE HIGH SCHOOL
JEN HUETTNER 3	FRESHMAN FIELD HOCKEY— TEACHER AT THE HIGH SCHOOL
STEVE GEORGE 3	FOOTBALL----RETURNING
BOB PATTISON 3	ASST. FOOTBALL----RETURNING
IAN SUTER 2	J.V. FOOTBALL-- RETURNING
CARL PATERNOSTER 3	FRESHMAN FOOTBALL-- RETURNING
KEVIN BELLENOT 3	FRESHMAN FOOTBALL-- RETURNING
LISA IRVING 1	DIVE COACH--NEW COACH

***VOLUNTEER COACHES***

TYLER TARANTINO	FOOTBALL
NICK TARANTINO	FOOTBALL
MATT PELLICONE	FOOTBALL
MIKE KEARNS	FOOTBALL
CAITLIN DELOHERY	CHEERLEADING
LORI ROHRBACHER	CHEERLEADING
RUSS WEISS	VOLLEYBALL
CHARLOTTE MANOS	CROSS COUNTRY
* <u>CHRIS HOAGLAND</u>	<u>BOYS SOCCER</u>

BOE Communications Report, 9/2/2014  
 Kathy Hamilton, Board of Education Secretary

From	Date	Subject
Yvonne Adamow	7/21/2014	Question About Supplementing May 6 Board Minutes
Kathryn Zaharek	8/2/2014	HOM 3 <sup>rd</sup> Grade Class Size
Kerry and Craig Knop	8/4/2014	HOM 3 <sup>rd</sup> Grade Class Size
Melissa Kascak	8/4/2014	HOM 3 <sup>rd</sup> Grade Class Size
Michele Hankin	8/3/2014	HOM 3 <sup>rd</sup> Grade Class Size
Miranda Dauti	8/5/2014	HOM 3 <sup>rd</sup> Grade Class Size
Paula & Ricardo Pessoa	8/4/2014	HOM 3 <sup>rd</sup> Grade Class Size
Anthony DiLorenzo	8/5/2014	HOM 3 <sup>rd</sup> Grade Class Size
Kari Lynn S. Isidori, LMT	8/13/2014	Student Registration
Courage to Speak Foundation	8/14/2014	HIGHLIGHTS FROM THE 16TH ANNUAL IAN JAMES EACCARINO MEMORIAL 9-MILE RACE
<b>Sarah Fielding</b> - Digital Media Agent	8/15/2014	Wants to Post on BOE Website
John R. Bestor	8/24/2014	Educational Testing & Data Collection
George Caricciolo	8/27/2014	Student Sleep Study
Vicky Morris	8/27/2014	Getting Sports Flyers into Schools
Nancy Godino	8/28/2014	Inquiry About Meeting Schedule
Peter Davenport, Jr	8/28/2014	School Start Time
Brigid Altimari	8/29/2014	Old Lice Email Recalled

# Administrative Report

September 2<sup>nd</sup>

1. Update – Enrollment Study
2. Update – Joint Facility Study
3. Community Forum: Thursday, September 18<sup>th</sup>

7:00 p.m. Lecture Hall - NHS

*What must take place this school year for your child to have her/his absolute best school year?*

4. Update - Culture and Climate Committee

Joe Eason  
9/2/14

## Pending Board of Education Questions – NMS Site Based Health Clinic

### 1) How will the grant money be allocated?

Grant funding in the amount of \$198,211 is included in the 2014-15 State of CT Department of Public Health (DPH) budget for establishment of a **School-Based Health Center (SBHC) at the Newtown Middle School** during FY 2014-15.

The CT Institute For Communities, Inc. (CIFC), which operates SBHCs in the Western CT area has been identified as the grantee (recipient) of the grant funds and will enter into contract with DPH for implementation of the program and completion of all required contract deliverables.

CIFC, as the grantee, will receive funding from the DPH and will be responsible for assuring the clinic meets all State DPH Outpatient licensing requirements, as well as operation and oversight of the program, including employing all staff, ordering all supplies, furniture and equipment, processing all patient billing claims and completing all required programmatic and financial reports.

### 2) If students visit the clinic, are they charged for services or does it get billed to their insurance company?

All services are provided at no out-of-pocket cost to the family. If a child has Connecticut HUSKY or private insurance, the SBHC may bill for services. Co-pays are not charged, and rejected claims are written off. No student will be denied services for inability to pay.

### 3) If students visit the clinic, how is privacy handled? Are parents notified?

All services are provided in a confidential manner and in compliance with HIPAA regulations. A student's parents/guardian must sign a SBHC Enrollment Form (See Attached) which allows the SBHC staff to diagnosis and treat the patient (student). Enrollment in the SBHC is entirely voluntary on the part of the parents. The signed enrollment form does grant permission for the SBHC staff to exchange relevant information with school personnel as needed to assure thorough treatment and monitoring of the child's health. Standard record release policies are followed for release of any portion of the child health record. The SBHC also follows State of CT regulations regarding protection of confidential health information of certain health conditions.

Regular communication between the SBHC providers and a student's parent/guardian are integral to the treatment and quality of care provided to the student. Staff will



communicate with the parent/guardian following each visit to assure that the parent is aware of the patient's diagnosis and of any medications prescribed and/or further

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evaluation needed to complete care. Parents/guardians are also encouraged to contact the SBHC staff if they have concerns they would like to discuss relevant to their child's medical and/or behavioral health status.

4) If the health clinic model is implemented, will there be any consolidation or modification of services?

5)

The services offered by the SBHC do not replace or supplant existing nursing or social work services in the school, but to support the school services by offering a next higher level of care. The school staff and SBHC personnel work as a team to fully treat the child in a timely and thorough manner, often preventing the need for the child to be excused from school and referred out for care.

6) Will the nursing duties change?

No, there will be no change to the nursing duties.

7) Will the health services already in practice change?

No, there will be no change to the health services.

8) Will health continue to be offered as a course or will it the same service be offered via the health clinic?

The Community Based Health Clinic will have no impact on middle school health education or curriculum.

9) Why are we targeting the Middle School for the School Based Health Clinic?

Currently, funding is available to establish a SBHC in a Newtown School as a long term solution to provide health and behavioral health support services to address a documented increase in student visits to the nurse office and reported waiting list for community-based mental health services requested by middle-school aged children in the Newtown community. While there are a plethora of mental health services currently in the community as a response to the Sandy Hook crisis, it is projected that the grant sources will either diminish or end, while the needs for services will not.

The proposed services will be available to the students enrolled in the middle school only. Based on preliminary projections, it is anticipated that after initial start-up, the number of visits to the SBHC from the middle school students alone will sufficiently fill staff time. Additionally, for security purposes, the SBHC sites are not accessible to outside visitors during the school hours of hour operation.

Other factors contributing to the selection of the middle school to receive the services includes identified building space to adequately house the program services and a willing and highly supportive school administrator who both recognizes the need for the services and the link between students' health and academic achievement.

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10) Will children from the other schools have access to services offered by the Middle School clinic? If not, then I feel we are providing unequal access to health care.

Administration believes that it is important to align resources with need. For example, the districts highest performing elementary school would potentially have less support staff for instruction than the districts lowest performing school. Administration believes that there is a significant need for the additional services at NMS.

The middle school is particularly appropriate because generally, all Newtown public school children will attend the Newtown middle School during their school years. Also, health issues are best identified and responded to as early as possible. Finally, economic resources are not unlimited, and the Newtown middle school is the best choice on balance for the entire school system.

11) What is the cost to the district for modification of the classroom space?

These costs will be reimbursed by CIFC.

12) How will this new use of space affect the current allocation of space at the Middle School?

There will be minimal to no impact as the room adjacent to the present health office has been proposed to be the site of the clinic.

13) We should provide to the Board of Finance a financial impact statement.

JE met with the BOF chair last week and this was briefly discussed within the meeting. The impact statement will be developed with board approval.

14) What is our true goal of the program?

The philosophy of the School Based Health Center (SBHC) Program is to promote wellness among students and their families through the provision of quality and comprehensive medical and mental health services at school sites. The centers have a primary goal of helping the children and families of the communities in which they are located, to access medical and mental health services and develop positive health practices.

Inherent in the philosophy is the support for the academic goal of each student and the understanding that physical and emotional health, which are intrinsically inter-related, will enhance the child's ability to reach his/her potential.

The SBHCs are a collaborative program with the school system, working in conjunction with the faculty and pupil personnel staff on behalf of the students.

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The *mission* of the SBHCs is: "to provide access to high quality, comprehensive, physical and mental health services while being accessible, confidential, culturally sensitive and developmentally appropriate. The SBHC is built upon mutual respect and collaboration between the school and the health provider to promote the health and educational success of school-aged children and involves students as responsible participants in their health care, while encouraging the role of parents and other family members.

It is the intent of the CT State Department of Funding allocation to establish a comprehensive SBHC model of health care in the Newtown Middle School. Planned services include:

**I. MINIMUM PRIMARY CARE SERVICES TO BE PROVIDED: (UTILIZATION OF CENTER SERVICES REQUIRES WRITTEN PARENTAL PERMISSION)**

Primary health care including:

- Physical exams/health assessments/screening for health problems
- Diagnosis and treatment of acute illness and injury
- Diagnosis and management of chronic illness
- Immunizations
- Health promotion and risk reduction
- Nutrition and weight management
- Laboratory tests
- Prescription and/or dispensing of medication for treatment

Mental Health/Social Services including:

- Assessment, diagnosis and treatment of psychological, social and emotional problems
- Crisis Intervention
- Individual, family and group counseling or referrals for same if indicated
- Substance abuse and HIV/AIDS prevention
- Risk Reduction and early intervention services
- Outreach to students at risk
- Support and/or psycho-educational groups

- Consultation to school staff and parents regarding child and adolescent growth and development

Health Education Services including:

- Individual and group health education sessions
- Classroom presentations

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All health center staff will actively pursue referral and follow-up for care that is beyond the scope of services provided in the SBHC to assure continuity of patient care services.

## II. LINKAGES WITH THE COMMUNITY:

Establishing linkages with local medical, dental, mental health, social service providers, and other relevant groups is expected. These may include the local health department, and hospitals, schools of public health, mental health and family service agencies; youth service bureaus, recreational agencies, etc.

Medical and mental health issues experienced by an individual often don't work in isolation from each other, but more often than not, work hand in hand. What may present as a somatic issue (i.e. headache, stomach ache, etc.) can likely be a deeper emotional or behavioral issue. By having a multidisciplinary team of medical and mental health staff of site, they can work collaboratively to more accurately evaluate and treat the child.

While there currently are existing mental health service providers on site in the middle school, it has been acknowledged that the funding for these programs and providers has a time limitation, while reported health and behavioral health care needs in the community is not. The SBHC funding opportunity is a long term solution to anticipated long term needs of the young residents of Newtown.

### 15) Who carries liability?

As a Federally Qualified Health Center, Connecticut Institute For Communities, Inc. (CIFC) sites and providers (including the new school based health center site, when it is approved as "in scope" of the Greater Danbury Community Health Center) are covered under the Federal Tort Claims Act (FTCA). This is essentially malpractice coverage provided by the federal government at no cost to CIFC. Every year, CIFC re-submits an FTCA application to Health Resources Service Administration, and thereafter receives notification of approval. If one of the CIFC providers and/or the health center was sued for malpractice, the case would be removed to federal court and the federal government

would be named as a defendant in place of the health center. CIFIC will annually submit a copy of the "FTCA deeming notice" to the town, which proves proof of coverage. If there is ever in a situation not covered by FTCA, CIFIC has a separate, traditional malpractice policy for that work. While a "change in scope" application was pending to add the Danbury SBHCs, for example, CIFIC added those SBHCs to our traditional policy.

Once they were approved as "in scope," they were then covered by FTCA. The bottom line is that there was coverage at all times from the time CIFIC took over, so there will also be in the case of the new Newtown SBHC.

While a parent has the freedom to sue any individual or organization they choose to, the school or the district would not carry any liability for care, as the school based health center contract will be between CIFIC and the CT State Department of Public Health and we will be solely responsive for the medical services provided.

In addition, CIFIC will also insure, at its cost, the facility and premises building, with the Town and Board of Education as co-insurers.

16)What happens if a student is treated improperly?

Liability for program operations and health services lies with the sponsor.

17)Can a parent guardian sue the district and/or the town and/or the board (legal opinion)?

CIFIC will also insure, at its cost, the facility for premises liability, with the Town and Board of Education as co-insured.

18)Can the terms of the grant be shared?

The grant contract is currently being developed by the State of CT Department of Public Health. Contents of the contract can be shared with Board of Education Administrative staff when it has been received as if fully executed.

19)Provide by school a history of office visits? Quantify and why?

Ann Dalton provided the SBHC Manager with visit data to the middle school and high school nurses for the school year period 2010-2014.

Initial review has indicated the following findings:

Overall visits increased:

2010-11: 44,555 visits

2011-12: 45,003 visits  
2012-13: 43,767 visits  
2013-14: 53,453 visits\* \*(22% increase in visits over the 2012-13 school year)

Newtown Middle School visits increased this past school year:

2010-11: 9,665 visits  
2011-12: 8,905 visits

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2012-13: 8,535 visits  
2013-14: 11,119 visits\* \*(30% increase in visits over the 2012-13 school year)

Newtown High School increased this past school year:

2010-11: 10,993 visits  
2011-12: 11,763 visits  
2012-13: 11,454 visits  
2013-14: 13,290 visits\* \*(16% increase in visits over the 2012-13 school year)

It's also important to note that the middle school population of 897 students made a higher number of visits to the school nurse office percentage wise then the high school population of 1,305 students.

1) It is mentioned that the health center will peruse follow-up care but I'm not sure what that covers. Will the health center communicate with the student's primary care physician? Also, will the health center be involved in managing follow-up for issues that students have that may have been found outside (i.e. the doctor usually has you back after a few days to check on recovery from flu or other issues, will the health center cover these types of visits to save students time out of class or is it only for emergency/immediate need use).

The SBHC medical staff will maintain regular communication with a student's primary care physician, to provide them with an update of a student's medical condition. Additionally, the SBHC's will be utilizing an electronic health record keeping system which allows for the timely sharing of a patient's health record with other health care providers or authorized by the patient/parents.

The SBHC staff have a solid, long-standing professional, working relationship with pediatricians in the Western Connecticut area, including those practicing in Newtown. The SBHC medical providers are often contacted by a child's pediatrician to follow a patient for conditions which wouldn't require a full office visit (i.e. follow-up on a sick visit, monitoring asthma symptoms, check on status of skin rash, flu recovery, etc.) This collaborative partnership allows for timely follow-up on medical conditions, and enables the child to stay in school and parents to stay at work.

2) The existing grants only cover a set amount. Does this mean that our use of the grant will dilute the amount available for other facilities or will our facility have to vie for funding with others proving who's need is greatest?

No, the SBHC funding is separate, categorical funding exclusively for the Newtown SBHC, legislatively appropriated and not awarded as part of any competitive bid process.

3) We have worked out the protocols and management trees for the SRO and SSO programs. Are there similar rules and memorandums of understanding for the health clinic staff and who has final say at the building (the principal)?

The SBHC staff will work with a designated SBHC Advisory Team who will monitor the activities of the SBHC and who will provide input on the services offered to the students. SBHC Advisory Team participants will include representation from the school system including the building Principal, school nurses, social work and guidance staff, and a community representative.

As the SBHC staff are guests in the school building, therefore, they will provide the building principal with on-going program activity reports and seek consultation from building administrators if program services should alter or if clarification regarding school policies and procedures is needed.

Upon full execution of the SBHC contract with the Department of Public Health, the Board of Education will be presented with two formal agreements for review and signature. Property

Access Agreement and School Based Health Center Communication Agreement (Refer to attached sample State of Connecticut agreements) which delineate SBHC operational protocols while working in the public school building.



**PROPERTY ACCESS AGREEMENT (DRAFT)**

THIS AGREEMENT made as of XXXXXXXX XX, 2012 by and between the \_\_\_\_\_, Connecticut ("City" or "Licensor") and \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ ("Licensee"; the term Licensee shall also include representatives, agents, employees, contractors, occupants and tenants, as applicable).

WHEREAS, the Licensor has agreed to permit the Licensee to enter upon and perform certain services at those certain Licensor owned school properties identified in **Exhibit A, attached hereto and made a part hereof** (collectively the "Premises") in order to provide to youths and communities with school based health center services under contract with the State of Connecticut, Department of Public Health; and

WHEREAS, the Licensor has fee title ownership of the Premises, but the \_\_\_\_\_ (e.g., Board of Education, municipality, etc.) has the care, custody and control over the Premises for as long as they are utilized for educational purposes; and

WHEREAS, the Licensee has proceeded to submit a proposal dated \_\_\_\_\_ ("Proposal") to a State of Connecticut issued Request for Proposals dated \_\_\_\_\_ ("RFP"), the Licensee has completed the selection process and has been chosen as the appropriate respondent to perform the services contemplated therein and herein to provide school based health center services at the premises, and

WHEREAS the Licensee agrees to enter upon the Premises and perform those school based health center services in such manner and in such scope as are set forth in the RFP and Proposal, which are attached hereto and made a part hereof as **Exhibits A and B ("Scope of Activity")**, respectively at its sole expense and liability, subject to the terms and conditions set forth herein;

NOW, THEREFORE, the Licensor and the Licensee mutually agree as follows:

1. **Right of Entry.** The Licensor hereby grants to the Licensee, its representatives, agents, consultants and contractors a license to enter upon the Premises at the Licensee's sole risk and liability for the purposes set forth herein at the hours and times set forth in **Exhibit C**, attached hereto and made a part hereof.
2. **Term of Access.** The Premises will be available for the Scope of Activities for the days and times set forth in Exhibit C for a period of three and a half years, commencing January 1, 2013.
3. **Scope of Activity.** The Licensee may enter upon the Premises for the purposes of performing the Scope of Activity. At all times of Licensee's entry on the Premises pursuant to this agreement, it shall comply with all laws, regulations, ordinances, and Board of Education policies related to its entry upon and activities at the Premises.
4. **Indemnification and Insurance.**
  - (a) **Indemnification.** The Licensee agrees to defend, indemnify and hold harmless the Licensor, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the Premises or other property, and costs of every kind and description arising from its entry upon the Premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, property damage caused by the Licensee, **except** that the Licensee shall not be responsible or obligated for claims arising out of:
    - 1.) the sole proximate cause of the Licensor, its elected officials, officers, department heads, employees or agents, or its predecessors in interest in the Premises, or
    - 2.) the prior existence of environmentally contaminated conditions of the Premises.
  - (b) **Insurance requirements:** The following insurance coverage is required to be produced to the Licensor and maintained by the Licensee at its own expense. It is further understood that the Licensee shall require similar coverage, as appropriate, from every contractor and subcontractor in any tier, as the case may be, or any other person by reason of the license conferred by this agreement that may enter onto or occupy the Premises on behalf of the Licensee. All non-standard endorsements and provisions shall be disclosed in advance in writing to the Licensor. The Licensee shall procure at a minimum, present to the Licensor, and maintain in effect for the duration of this agreement without interruption and for one year after the Licensee's last activity at the Premises, the insurance coverage identified below, with deductibles approved in advance by the Licensor, from insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A + 15, or coverage otherwise acceptable to the City. The Licensee will not enter upon the Premises or commence any work or other activity until the required insurance is purchased, submitted to and approved by the Licensor.
  - (c) **Comprehensive General Liability** (occurrence form) naming the Licensor as an additional insured and insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include blanket contractual liability, premises and operations, contingent liability, contractual liability, broad form property damage and personal injury, political risk, care, custody and control, with limitations of \$1,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage. Exclusions for independent contractors, employees, and care, custody and control will be

removed. The Licensee or its agent shall inform the Licensor in advance of any unusual endorsements or policy provisions that may be part of the insurance contract(s).

- (d) **Comprehensive Automobile Liability** insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or property damage, and uninsured motorist and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business naming the Licensor as an additional insured. This policy will include endorsements providing coverage for mobile equipment and employer equipment not owned and hired. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.
- (e) **Workers' Compensation** insuring in accordance with statutory requirements, including voluntary compensation, broad form all states endorsement, employer's liability insurance and occupational disease insurance in order to meet obligations towards employees in the event of injury or death sustained directly or indirectly in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.
- (f) **Owner's Protective Liability** to the extent the work under the contract is sublet to others, the Licensee will purchase and maintain such insurance naming the Licensor as additional insured.
- (g) **Property Damage** insuring against direct damage loss to buildings, structures or improvements covering the interest of the Licensor, the Licensee, its contractors and subcontractors and parties having an interest therein. The Licensor shall be named as loss payee as its interests may appear.
- (h) **General requirements.** All policies shall include the following provisions:

Cancellation notice—The Licensor shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or nonrenewal.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD-25S form authorized by and executed with the original signature or original stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required and delivered to the Licensor prior to any work or other activity commencing under this agreement.

Additional insured—The Licensee shall ensure that the Licensee and its contractors and subcontractors will arrange with their respective insurance agents or brokers to name the Licensor, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverage as additional insured parties except for any errors and omissions insurance coverage or workers' compensation coverage, and shall name the Licensor as loss payee with respect to any damage to property of the Licensor, as its interests may appear. The undersigned shall submit to the Licensor upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverage in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best's or Moody's A + 15 financial ratings, or coverage otherwise acceptable to the Licensor. Such certificates shall designate the Licensor name, address, purchasing agent or official designee.

The coverage afforded to the Licensor shall be primary insurance. If the Licensor has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the contractor's liability under any insurance shall not be reduced by the existence of such other insurance. The coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured.

The cost of all deductibles on any policy of insurance to be purchased by the Licensee will be borne by the Licensee.

All policies, endorsements, certificates and other evidence of insurance shall be subject to the review and satisfaction of the Licensor.

- 5. **Remedies for Default.** If, after the Licensee has entered the Premises pursuant to the license granted by this agreement, the Licensee fails for any reason to restore the Premises to the general condition it was in prior to Licensee's entry immediately but in any event no later than thirty (30) days after written notice from the Licensor, the Licensee shall be liable for all costs and expenses, including attorneys' fees, incurred by the Licensor in restoring the Premises.
- 6. **Condition of Premises.** The Licensee shall not direct any deterioration or waste to be committed at the Premises. The Licensee shall return the Premises to at least the same general condition in which the Premises was found when the Licensee commenced its entry pursuant to this agreement. If Licensee shall not remove itself from the Premises in accordance with this agreement, title to all installations and improvements, if any, made by the Licensee to the Premises, upon installation thereof, shall become the sole property of the Licensor unless otherwise stated herein. The Licensee shall not permit any mechanic's lien, charge, or encumbrance to be placed upon the Premises in connection with, or during its entry of the Premises under this agreement.

7. **Resolution of Disputes and Choice of Law.** The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, are subject to the following dispute resolution procedure:

- (a) **Initiation of Dispute Resolution Process.** In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this agreement, that a dispute continues to exist. The party giving such notice shall also forward a copy to the Licensor Director, [name of Department] ("**Director**"), In care of the [name of Department], [address], Licensor address. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.
- (b) **Mediation.** If either party objects to the Determination, such party shall commence non-binding mediation before the American Arbitration Association ("AAA"), or similar mediation organization selected by the Licensor in the Licensor's sole discretion within thirty (30) days after the date of the Determination. The Licensor shall determine whether such mediation will be conducted in accordance with AAA mediation rules then in effect or another entity's mediation rules. Such mediation will be held in Licensor's municipality. Each party shall bear the cost of its respective counsel and one-half of the administrative costs of such mediation, including but not limited to the mediator's fees and expenses. Failure by either party to file for mediation within such 30-day period shall be deemed a waiver by both parties of their respective right to appeal such Determination, in which event such Determination shall be final and enforceable in any court having jurisdiction over the parties.
- (c) **Arbitration, or Litigation at City's Option.** If mediation does not resolve the dispute, either party may submit such dispute to the AAA, or similar alternate dispute resolution entity selected by the Licensor in the Licensor's sole discretion. The Licensor shall determine whether such arbitration will be conducted pursuant to the AAA construction rules of arbitration then in effect or by the rules of another entity. Notwithstanding the parties' respective rights to seek arbitration of the dispute, the Licensor shall have the independent right, exercisable within sixty (60) days after any arbitration is commenced, in its sole and absolute discretion, to seek resolution of the dispute in a court of law having jurisdiction over the parties, in which event, resolution of the dispute by arbitration shall be deemed waived by the parties, any pending arbitration shall be deemed stayed, and the decision of the court having jurisdiction over the parties to which the dispute is submitted by the Licensor shall be final and binding upon the parties. If the Licensor either (a) initiates arbitration or (b) does not move to stay an arbitration initiated by the other party within such 60-day period, the dispute shall be resolved by arbitration.
- (d) **Arbitration Process.** Arbitration shall be held before a 3-member panel of arbitrators, unless the parties mutually agree to a single arbitrator, all of whom shall be residents of, or permanently employed in, the State of Connecticut. All arbitrators must have a minimum of ten (10) years' current experience in their profession or occupation, a minimum of ten (10) years' of relevant demonstrated experience, and a level of dispute resolution training commensurate with the nature and value of the dispute. The dispute resolution organization shall submit one or more lists containing a minimum of fifteen (15) potential panelists who are duly-qualified. If the parties cannot agree to a panel after three (3) lists have been provided, the selection of arbitrators shall be submitted to the chief **administrative** judge of the State Superior Court located near the Licensor's location for resolution. The arbitration shall be held in the Licensor's municipality and any award rendered shall be final and binding upon the parties and enforceable in a court of competent jurisdiction. Upon the request of either party, the dispute may be determined by any expedited procedure of the AAA then in effect or expedited procedure of another alternate dispute resolution entity then in effect, if the nature and amount of such dispute warrants resolution by an expedited procedure under the AAA's or such entity's rules. The parties shall be entitled to full and fair discovery of documents and information necessary for the defense or prosecution of their respective claims, provided that such discovery is not unduly burdensome, unduly costly, prejudicial or violative of a party's right to withhold confidential information such as attorney/client privileged communications and work product. In the conduct of the proceedings, the parties may vary the selected rules of administration by mutual agreement, but will give due consideration of the panel's suggestions of varying the procedure in the interests of expedited resolution of the dispute. The parties shall specify the manner and breakdown of the panel's award. The panel shall have authority, in its sole discretion, to award reasonable attorneys' fees and costs to the prevailing party. If the award does not contain an award of attorneys' fees and/or costs, each party shall bear the cost of its respective counsel, and one-half of the administrative costs of such arbitration, including but not limited to the arbitrators' fees and expenses (except filing fees for demands and counterclaims, which shall be borne by the party initiating such demand or counterclaim). **THIS AGREEMENT SHALL BE DEEMED TO MODIFY THE ARBITRATION RULES OF THE ORGANIZATION SELECTED BY THE LICENSOR, WHOSE RULES SHALL BE DEEMED SUBORDINATE TO THIS AGREEMENT, AND THE ARBITRATION OF THE DISPUTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT. ANY AWARD THAT IS NOT RENDERED IN COMPLIANCE WITH PREVAILING CONNECTICUT LAW AT THE TIME THE AWARD IS RENDERED SHALL BE DEEMED VIOLATIVE OF PUBLIC POLICY AND MAY BE APPEALED TO A COURT OF COMPETENT JURISDICTION OVER THE PARTIES AS AN INDEPENDENT GROUND FOR APPEAL.**

- (e) **Joinder in Other Proceedings.** The Licensor reserves the right to require the joinder and participation of the other party to this agreement in any other arbitration or litigation involving a claim by another party that relates to the subject matter set forth in this agreement and, reserves the additional right, if necessary or desirable in the Licensor's sole determination, to join or implead the other party to this agreement into such arbitration or litigation when doing so is deemed by the Licensor to be in its best interests.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND THE STATE OF CONNECTICUT.

**LICENSOR**

By: \_\_\_\_\_  
Name:  
Title:

**LICENSEE**

By: \_\_\_\_\_  
Name:  
Title:

## PA 12-1 Sec. 96 § 96 — SCHOOL-BASED HEALTH CENTER (SBHC) COMMUNICATIONS AGREEMENT

The act requires, by July 1, 2013, each SBHC that receives operational funding from DPH to enter into an agreement with the school's local or regional board of education to establish minimum standards for the frequency and content of communications between the SBHC and the school's nurses or nurse practitioners. The agreement must comply with state laws on municipal employees (CGS Chapter 113). It is not clear how the agreement would comply with this chapter, which covers a wide variety of municipal employee law. The act also requires the person or entity operating the SBHC to submit a copy of the agreement to the public health commissioner

“School nurses and school based health centers play a critical role in addressing the comprehensive needs of the whole child. School nurses perform early intervention services such as periodic assessments for vision, hearing, special education needs, and dental problems in an effort to remove barriers to learning, and crisis planning and interventions. School nurses use their specialized knowledge, assessment skills and judgment to manage children’s increasingly complex medical conditions, and to develop individualized health care plans, with instructions to educators on emergency care plans.

School nurses also deliver health promotion and disease prevention services, referring students to SBHCs for primary care health concerns. SBHCs complement the care provided by school nurses by offering an additional comprehensive range of services including medical evaluations and assessments, dental, mental health, and other services.

Both models provide access to immunizations, help reduce emergency room visits, provide care planning and work to ensure that children – and in some cases family members – are enrolled in public health insurance programs. Our joint efforts enhance our ability to implement health promotion and disease prevention programs, and effectively detect and prevent chronic health conditions.” (NASN and NASBHC)

Given this broad definition of functions, the following minimum standards for the frequency and content of communications between the SBHC and the school’s nurses or nurse practitioners are:

### **Content:**

Information to be shared by SBHC Provider with the school’s nurses or nurse practitioners:

- Concerns for a student after the SBHC provider performs a physical (as stated on Health Assessment Record (HAR 3);
- Management and care coordination for students who are referred by the school’s nurses or nurse practitioners (except for those confidential issues covered by CT State statute);
- Communicable Illnesses or conditions of students that may affect the school community;
- Medication Authorizations for students prescribed by SBHC NP;

- Disposition of students referred by school's nurses or nurse practitioners (such as, return to class/dismitted/need to be evaluated further); and
- "As needed" information in order to effectively care for the student.

Information to be shared by the school's nurses or nurse practitioners with the SBHC provider:

- height(s) and weight(s),
- immunizations,
- screening results (vision, hearing, scoliosis, tuberculin skin tests),
- blood glucose and hemoglobin,
- allergies
- chronic/acute illnesses or injuries,
- medications,
- demographic data and emergency numbers.

**Frequency:**

The disposition (other than returning to class) of students referred by school's nurses or nurse practitioners shall be communicated to them by the SBHC provider. At a minimum the school nurses or nurse practitioners and the SBHC provider shall communicate once a month re: the health concerns for the student population (ex. influenza immunization).

2014-15 STUDENT ENROLLMENT (as of 8/26/14)

HAW	KINDER	FIRST	SECOND	THIRD	FOURTH	TOTALS
ENROLLED	49	65	57	68	81	320
CLASS SIZES	16, 16, 17	16, 16, 16, 17	18, 19, 20	22, 23, 23	19, 20, 21, 21	17
<b>SHS</b>						
ENROLLED	59	79	64	65	92	359
CLASS SIZES	14, 14, 15, 16	19, 20, 20, 20	15, 16, 16, 17	15, 16, 17, 17	18, 18, 18, 19, 19	21
<b>MG</b>						
ENROLLED	67	64	81	81	94	387
CLASS SIZES	16, 17, 17, 17	16, 16, 16, 16	19, 20, 21, 21	20, 20, 20, 21	23, 23, 24, 24	20
<b>HOM</b>						
ENROLLED	53	44	76	75	62	310
CLASS SIZES	17, 18, 18	14, 15, 15	18, 19, 19, 20	25, 25, 25	20, 21, 21	16
8/26/2014						1376

2014-15 PROJECTED CLASS SIZES K-4

HAW	KINDER	FIRST	SECOND	THIRD	FOURTH	TOTALS
ENROLLED	50	64	60	69	80	323
CLASS SIZES	16, 17, 17	16, 16, 16, 16	20, 20, 20	23, 23, 23	20, 20, 20, 20	17
<b>SHS</b>						
ENROLLED	63	79	62	68	94	366
CLASS SIZES	15, 16, 16, 16	19, 20, 20, 20	15, 15, 16, 16	17, 17, 17, 17	18, 19, 19, 19, 19	21
<b>MG</b>						
ENROLLED	66	64	83	84	93	390
CLASS SIZES	16, 16, 17, 17	16, 16, 16, 16	20, 21, 21, 21	21, 21, 21, 21	23, 23, 23, 24	20
<b>HOM</b>						
ENROLLED	54	43	75	75	62	309
CLASS SIZES	18, 18, 18	14, 14, 15	18, 19, 19, 19	25, 25, 25	20, 21, 21	16
8/11/2014						1388

HAW	KINDER	FIRST	SECOND	THIRD	FOURTH	TOTALS
ENROLLED	50	64	60	69	80	323
CLASS SIZES	16, 17, 17	16, 16, 16, 16	20, 20, 20	23, 23, 23	20, 20, 20, 20	17
<b>SHS</b>						
ENROLLED	63	78	61	65	93	360
CLASS SIZES	15, 16, 16, 16	19, 19, 20, 20	15, 15, 15, 16	16, 16, 16, 17	18, 18, 19, 19, 19	21
<b>MG</b>						
ENROLLED	67	64	84	84	94	393
CLASS SIZES	16, 17, 17, 17	16, 16, 16, 16	21, 21, 21, 21	21, 21, 21, 21	23, 23, 24, 24	20
<b>HOM</b>						
ENROLLED	52	43	75	74	62	306

CLASS SIZES	17, 17, 18	14, 14, 15	18, 19, 19, 19	24, 25, 25	20, 21, 21	16
7/14/2014						<u>1382</u>

HAW	KINDER	FIRST	SECOND	THIRD	FOURTH	TOTALS
ENROLLED	49	64	61	72	80	326
CLASS SIZES	16, 16, 17	16, 16, 16, 16	20, 20, 21	24, 24, 24	20, 20, 20, 20	
SHS						
ENROLLED	61	77	62	65	94	359
CLASS SIZES	15, 15, 15, 16	19, 19, 19, 20	15, 15, 16, 16	16, 16, 16, 17	18, 19, 19, 19, 19	
MG						
ENROLLED	68	64	83	84	94	393
CLASS SIZES	17, 17, 17, 17	16, 16, 16, 16	20, 21, 21, 21	21, 21, 21, 21	23, 23, 24, 24	
HOM						
ENROLLED	55	44	76	74	61	310
CLASS SIZES	18, 18, 19	14, 15, 15	19, 19, 19, 19	24, 25, 25	20, 20, 21	
6/27/2014						<u>1388</u>

HAW	KINDER	FIRST	SECOND	THIRD	FOURTH	TOTALS
ENROLLED	48	63	61	72	80	324
CLASS SIZES	16, 16, 16	15, 16, 16, 16	20, 20, 21	24, 24, 24	20, 20, 20, 20	
SHS						
ENROLLED	65	78	65	63	93	364
CLASS SIZES	16, 16, 16, 17	19, 19, 20, 20	16, 16, 16, 17	15, 16, 16, 16	18, 18, 19, 19, 19	
MG						
ENROLLED	65	64	82	88	94	393
CLASS SIZES	16, 16, 16, 17	16, 16, 16, 16	19, 19, 19, 20	22, 22, 22, 22	23, 23, 24, 24	
HOM						
ENROLLED	51	44	69	74	64	302
CLASS SIZES	17, 17, 17	14, 15, 15	17, 17, 17, 18	24, 25, 25	21, 21, 22	
6/3/2014						<u>1383</u>



# Back to School – 2014/2015

## 1. Convocation

## 2. Staffing

a. New Certified = 30

b. New Administration = 5

c. New Non-Certified = 19

d. Vacant Certified as of 9/2 = 4

- i. HAW – Lead Teacher and Library Media Specialist
- ii. MG – Language Arts Consultant
- iii. HS – Spanish (currently filled with L/T sub Joanne Chenkus thru end of 1<sup>st</sup> QTR)

## 3. Transportation

## 4. Teaching and Learning

a. Curriculum and Instruction Committee

i. Columbia / All-day K/K-12 W Language

ii. Transitions

iii. Technology

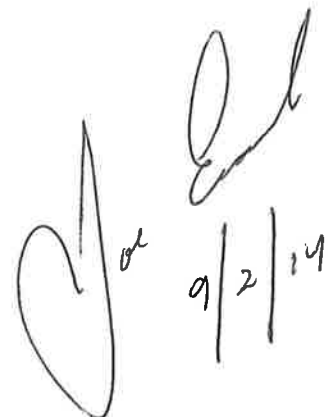
## 5. Partnerships

a. NFT / NBOE – Culture and Climate

## 6. Safety and Security

a. Armed Officers / Unarmed Officers

b. Emergency Drills



Handwritten signature and date: 9/2/14

**Board of Education  
Newtown, Connecticut**

Minutes of the Board of Education meeting on August 19, 2014 at 6:30 p.m. in the Council Chambers, 3 Primrose Street.

K. Alexander, Chair	J. Erardi
L. Roche, Vice Chair (absent)	L. Gejda
K. Hamilton, Secretary	R. Bienkowski
D. Leidlein	3 Staff
J. Vouros	12 Public
D. Freedman (absent)	2 Press
M. Ku	

Item 1 – Call to Order

Mr. Alexander called the meeting to order at 6:33: p.m.

MOTION: Ms. Hamilton moved that the Board of Education go into executive session to discuss personnel, contract negotiations and pending litigation and invited Dr. Erardi, Dr. Gejda, Julie Haggard, Attorney Floyd Dugas by phone, Attorney David Monastersky and Catharine Goralski. Mrs. Leidlein seconded. Motion passes unanimously.

Item 2 – Executive Session

Item 3 – Public Session/Pledge of Allegiance

Item 4 – Action on Executive Session Items

MOTION: Ms. Hamilton moved that the Board of Education approve the settlement of the matter of Rozas v. the Newtown Board of Education for a total amount of \$45,000 of which the Board of Education contribute \$22,500. Mr. Vouros seconded. Motion passes unanimously.

MOTION: Ms. Hamilton moved that the Board of Education approve the one-year agreement with Dr. David Abbey from July 1, 2014 to June 30, 2015. Motion passes unanimously.

MOTION: Ms Hamilton moved that the Board of Education approve the leave of absence for Alison Stevenson. Mrs. Ku seconded. Motion passes unanimously.

MOTION: Ms Hamilton moved that the Board of Education appoint Catharine Goralski Interim Supervisor of Special Education. Mrs. Leidlein seconded. Motion passes unanimously.

Item 5 – Celebration of Excellence

Mr. Alexander recognized Debbie Leidlein for her work as Board Chair. First Selectman Patricia Llodra spoke about her relationship with Mrs. Leidlein and was impressed when she first joined the Board and shared her feelings about education. She was Chair during difficult times dealing with administrative changes and the Sandy Hook tragedy. She praised Mrs. Leidlein for her hard work in dealing with the many issues that faced the Board and the professional way in which she handled them.

Mr. Alexander stated that Mrs. Leidlein showed respect for everyone's voice at our meetings and maintained a positive appearance in dealing with the media. He also applauded her work in the negotiations regarding Chalk Hill School and her efforts to help teachers prepare for their students in a new school. He expressed his gratitude for all that she has done for the district.

Item 6 – Consent Agenda

MOTION: Ms. Hamilton moved that the Board of Education approve the donations to Sandy Hook School and Middle Gate School, the leave of absence for Roseanne O'Neill, the resignations of Lisa Boff, Karla Vazquez, Caroline Barron, Catherine Hall, Jenny Amato, Lauren Poppe and Roxanne Melaragno, and the high school fall coach's roster. Mrs. Leidlein seconded. Motion passes unanimously.

MOTION: Ms. Hamilton moved to approve two amendments to the minutes of July 15, 2014. Mrs. Leidlein seconded. On page two the vote results were read by Mrs. Roche and on page five under the CIP the old estimate amount should be \$2.3M. Motion passes unanimously. Vote on minutes: passes unanimously.

Item 7 – Public Participation – noneItem 8 – Reports

Chair Report: Mr. Alexander attended the Charter revision meeting and presented the Board suggestions. The Board executive committee met and decided to have the Board receive their meeting material a week before the meeting to allow more review time. The next Board of Finance meeting is August 28 where the CIP will be presented.

## Superintendent's Report:

Dr. Erardi mentioned the back to school items which included the letter to parents, his meeting with the bus drivers and the convocation which is this Thursday at 8 AM.

Staffing is changing daily and he thanked Dr. Abbey and Mrs. D'Eramo for doing a great job. We are in good shape with safety and security.

He is offering an administrative aspirant program beginning September 23 for all interested staff.

GATES program staffing is complete with two part time teachers for 2 days per week at Reed and the middle school. This will be a before school program instead of at the end of the day.

The community forum will be held September 18 at 7 PM in the high school lecture hall.

The new teacher cohort consisted of nearly 25 staff members.

The teacher forum will be held October 1 with representatives from every building.

Ms. Hamilton asked the cost for GATES busing.

Dr. Erardi said it was approximately a \$50 to \$75 per week increase.

Mr. Alexander asked for an update on the enrollment study and school facilities study.

## Committee Reports:

Mr. Vouros said the Climate and Culture committee is on a good track of collaboration.

## K-12 Testing and Technology Report:

Dr. Gejda provided the assessment calendar for grades K-11. She spoke about the Northwest Evaluation Association Measurement of Academic Progress (NWEA MAP) which has no time limitation but generally takes 30 to 90 minutes and is taken online. The Smarter Balanced Assessment (SBAC) is also untimed and online and is replacing the CMT. During all assessments the technology staff was in the schools to be sure everything went well. The CMT for science will be given to grades 3 and 5 and the CAPT science for grade 10. These will not be administered online.

Mrs. Leidlein asked if the NWEA MAP was a school or district option.

Dr. Gejda said as a district option we will administer in the fall and spring. The winter assessment will be optional.

Ms. Hamilton asked how much additional time of testing is involved.

Dr. Gejda said the national assessment SBAC is seven hours. Biggest challenge is that we are limited in technology so we can't test as many students as we have in the past.

Mrs. Amodeo said the testing last year went well. We hope to keep the testing to three weeks in the elementary schools.

Mr. Vouros asked how the data was affecting the children.

Dr. Gejda said teachers are learning about the program and how to analyze the data. NWEA will tell us where students are ready to learn. They are in the process of revising their standards. Teachers are being trained to analyze the data and communicate it to parents. Teachers received training on how to administer the test.

Ms. Hamilton asked the percentage of staff currently trained to analyze the data. Her concern is that it is taking too long to provide training.

Dr. Gejda said part of the program includes tutorials. We need more experience in using the data but this year's teachers are feeling more comfortable with this.

Ms. Hamilton asked if additional equipment will be needed and how the iPad testing was.

Mrs. Amodeo said the iPad testing was good. They are trying to move testing to desktops which have larger screens.

**MOTION:** Ms. Hamilton moved that the Board of Education approve the year-end financial report and transfers for the year ending June 30, 2014. Mr. Vouros seconded.

Mr. Bienkowski presented the yearend financial report. We ended the year with a positive balance of \$47,185 which can be deposited in the non-lapsing account.

Mrs. Leidlein asked to have the revised report sent to the Board.

Ms. Hamilton was concerned about having enough money in the homebound tutoring account.

Mr. Bienkowski said that Mrs. Haggard was putting in a new procedure to have a better hold on costs.

Ms. Hamilton asked where we ended the year for the excess cost grant.

Mr. Bienkowski said we ended close to 78%.

Mr. Vouros asked about tutoring in general and if we could use teachers instead of sending students out.

Dr. Erardi spoke to Mrs. Haggard about this. In many cases the homebound account is driven by expelled students. This is not the case in Newtown. We need better control over who is authorizing homebound instruction. He also stated that ending the year in the black is a commendation to everyone at this table.

Mr. Bienkowski clarified that the excess cost grant came in at 76.59%. 75% is budgeted for next year.

Motion passes unanimously.

MOTION: Ms. Hamilton moved that the Board of Education approve the financial report and transfers for the month ending July 31, 2014. Mrs. Leidlein seconded.

Mr. Bienkowski indicated that this budget year will be very tight because we only had a .42% increase.

Motion passes unanimously.

Item 9 – Old Business

School-Based Health Clinic:

Dr. Erardi said site visit dates were offered to the Board. We will continue to answer questions with action at the September 16 meeting.

Mr. Alexander asked that any additional questions be forwarded to him.

MOTION: Ms. Hamilton moved that the Board of Education approve the 2014-2015 administrators evaluation plan. Mr. Vouros seconded.

Dr. Gejda said the state requires the Board to approve this plan. The process will be the same. Motion passes unanimously.

MOTION: Mrs. Leidlein moved that the Board of Education approve the 2014-2015 teacher evaluation plan. Mr. Vouros seconded.

Dr. Gejda said this plan is similar to what we have been using the past two years.

Motion passes unanimously.

Actin on the CIP:

MOTION: Ms. Hamilton moved that the Board of Education approve the CIP as presented.

Mr. Vouros seconded.

Ms. Hamilton said the Chuck Boos gave us design plans and cost estimates for the high school auditorium. We looked at what it would take to completely renovate the auditorium because the 12/14 Foundation found a lot of things that were outdated. Various things are not code compliant. The cost was \$3.5M with the potential to get over \$500,000 in state reimbursements. Normally that isn't reimbursable from the state but because we are bringing it up to code those are reimbursable. This is a non-priority project that we can apply for at any time. The committee is recommending going for the full project to refurbish the auditorium. We need to inform the Board of Finance and Legislative Council that this will be the bonding schedule. \$2.3M has been approved but we will ask for an additional \$1.3M. The entire cost is just over \$3M.

The Hawley project was moved out to re-evaluate where we are with that project. Mr. Faiella said it should be in year three.

Motion passes unanimously.

Sandy Hook Update:

Dr. Erardi said Ms. Hamilton and Mr. Freedman attended the last Sandy Hook project meeting. The project is on time and under budget. There will be an update after the September meeting.

Ms. Hamilton said they are working on Phase 4 and will present to the Board on October 7.

**K-4 Class Size:**

Dr. Erardi said the incoming kindergarten class totals 233. He thanked the parents who weighed in on class size. There is a misconception that there is a Connecticut statute which prohibits 25 students per class. The Board guidelines are up to 20 students per class in grades K-2, up to 25 in grades 3-8 and 25 in grades 9-12. The conversations are around the third grade classes at Head O'Meadow. He feels the place of focus needs to be there. We should discuss this class because of the connection of the third grades to the Sandy Hook tragedy. He recommends the Board consider holding onto three sections and support the instruction by having the lead teacher offer assistance and to also consider a full time paraeducator to be split by all three classrooms with Mrs. Gasparine ensuring the paraeducator is a certified teacher who could possibly be in line for a future teaching position in the district. The paraeducator would be supporting instruction 10 to 12 hours per week in each class.

Mrs. Ku said there are other grades that are at that limit and above and asked if we had evidence that third grade is a special case and what the best way was to address the needs.

Dr. Erardi said we believe third grade uniqueness is from 12/14. Last year's second grade and this year's projected third grade had mental health issues. At Head O'Meadow the lead teacher has a psychologist background. Our collective recommendation is that the Board considers a paraeducator.

Mrs. Leidlein supports the recommendation for Head O'Meadow but also for Hawley and Middle Gate Schools.

Dr. Erardi said the difference is the projected class number. Our focus has been on Head O'Meadow.

Mr. Vouros said we have to be vigilant about the other third grades and have administrators report any anxiety in the classes. He would like one in each school.

Dr. Erardi asked if the Board would be comfortable to move forward with a para at Head O'Meadow and will report back to the Board on the other schools after the year begins.

Ms. Hamilton agreed to wait and see the results at the other schools. We will have to address additional staffing.

Mr. Alexander doesn't think the Board can make these specific decisions and needed guidance from the administration.

Mrs. Ku said the Curriculum and Instruction Committee could look at the guidelines compared to other districts.

Mr. Alexander said the superintendent and principals could come back to the Board to look at paras in the buildings and possibly move people around.

Mrs. Ku also feels we should approve this.

Mr. Alexander asked how we would pay for this.

Dr. Erardi said we had a number of late retirements and resignations so we can absorb the full time paraeducator.

**MOTION:** Ms. Hamilton moved that the Board of Education approve the Superintendent's goals for the 2014-2015 school year. Mrs. Leidlein seconded.

Motion passes unanimously.

Item 10 – New Business

High school department chairs attending included Erik Holst-Grube, Fine and Applied Arts, Karen Sherman, math, Candi Dietter, social studies, and Chris Canfield science.

Mrs. Ku said the Curriculum and Instruction committee met twice regarding the proposed items for approval. They are very worthwhile and in the budget.

Mr. Vouros said these have been readily endorsed and reflect the practical application of the curriculum.

MOTION: Ms. Hamilton moved that the Board of Education approve the Advanced Auto course.

Mr. Vouros seconded.

Mr. Holst-Grube said right now this is an independent study but we want it to be a bona fide course.

Motion passes unanimously.

MOTION: Ms. Hamilton moved that the Board of Education approve the Introduction to Western Philosophy Course. Mrs. Ku seconded.

Mrs. Dietter said this course was developed by a student as a junior/senior project. It's a one-semester course and was taught as a pilot.

Motion passes unanimously

MOTION: Ms. Hamilton moved that the Board of Education approve the following textbooks:

- *Stats in Your World* by D. Block and T. Marino, publisher Addison Wesley, 2013
- *Culinary Essentials* by Johnson & Wales University, publisher Glencoe, 2010
- *Marketing Essentials*, publisher Glencoe/McGraw-Hill, 2012
- *Chemistry: The Central Science* (13<sup>th</sup> Edition) by Brown/Lemay, publisher Pearson, 2014

Mr. Vouros seconded.

Mrs. Sherman said the stats book is for a college level course for juniors and seniors and has online components.

Mr. Canfield said he proposed an e-text for the chemistry course instead of buying textbooks. We will purchase a hard copy if a student doesn't have access to a computer.

Mr. Holst-Grube said the culinary book has a common core component along with reading strategies. The market textbook also addresses technology.

Motion passes unanimously.

Unexpended Funds:

MOTION: Ms. Hamilton moved that the Board request of the Board of Finance that the unexpended funds from the 2013-14 fiscal year budget appropriation in the amount of \$47,185 be deposited into the non-lapsing account established in accordance with Connecticut General Statute Section 10-248a, for educational purposes. Further to this action is that the source of these funds are detailed on the year-end financial report as previously approved by this Board of Education and further that the intended current anticipated use of said funds will be to provide a portion of local funds necessary for further security enhancements to its schools in the event the District is awarded a School Security Grant under the second round of the Governors' Security Grant Program. Mrs. Leidlein seconded.

Ms. Hamilton asked if these funds would be used in the upcoming fiscal year.

Mr. Bienkowski said we are planning to submit a grant application for security grant reimbursement which will require a local amount be funded for those enhancements. The \$47,185, the \$25,000 for security donations and \$26,000 from the board donations account would be used. It would be reimbursed at 36%. There are some things we didn't get reimbursed for from the SERV grant so those funds could be used.

Motion passes unanimously.

Ms. Hamilton asked to forward a letter to the Board of Finance with this explanation.

Item 11 – Public Participation – none

MOTION: Mrs. Leidlein moved to adjourn. Mr. Vouros seconded. Motion passes unanimously.

Item 12 – Adjournment

The meeting adjourned at 10:15 p.m.

Respectfully submitted:

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Kathy Hamilton  
Secretary



**NEWTOWN PUBLIC SCHOOLS**  
Newtown, Connecticut

ENROLLMENT REPORT AS OF AUGUST 26, 2014 (Preliminary)

	<u>Current Monthly Enrollment</u>				<u>Cumulative Year-to-Date</u>			
	Aug 26th		AUG 26th		Aug 26th		AUG 26th	
<u>Grade</u>	<u>2014</u>	<u>Added</u>	<u>Left</u>	<u>2014</u>	<u>2014</u>	<u>Added</u>	<u>Left</u>	<u>2014</u>
K	228	0	0	228	228	0	0	228
1	252	0	0	252	252	0	0	252
2	278	0	0	278	278	0	0	278
3	289	0	0	289	289	0	0	289
4	<u>329</u>	<u>0</u>	<u>0</u>	<u>329</u>	<u>329</u>	<u>0</u>	<u>0</u>	<u>329</u>
Total Elementary	1,376	0	0	1,376	1,376	0	0	1,376
5	342	0	0	342	342	0	0	342
6	<u>390</u>	<u>0</u>	<u>0</u>	<u>390</u>	<u>390</u>	<u>0</u>	<u>0</u>	<u>390</u>
Total Intermediate	732	0	0	732	732	0	0	732
7	419	0	0	419	419	0	0	419
8	<u>416</u>	<u>0</u>	<u>0</u>	<u>416</u>	<u>416</u>	<u>0</u>	<u>0</u>	<u>416</u>
Total Middle	835	0	0	835	835	0	0	835
9	436	0	0	436	436	0	0	436
10	423	0	0	423	423	0	0	423
11	428	0	0	428	428	0	0	428
12	<u>467</u>	<u>0</u>	<u>0</u>	<u>467</u>	<u>467</u>	<u>0</u>	<u>0</u>	<u>467</u>
Total High	1,754	0	0	1,754	1,754	0	0	1,754
<u>Special Education</u>								
Pre-Kdg	41	0	0	41	41	0	0	41
<u>Out-of-Town</u>	<u>31</u>	<u>0</u>	<u>0</u>	<u>31</u>	<u>31</u>	<u>0</u>	<u>0</u>	<u>31</u>
TOTAL K-12	4,769	0	0	4,769	4,769	0	0	4,769
	=====	===	===	=====	=====	===	===	=====
<u>ENROLLMENT BY SCHOOL</u>								
Hawley	320	0	0	320	320	0	0	320
Sandy Hook	359	0	0	359	359	0	0	359
Middle Gate	387	0	0	387	387	0	0	387
Head O' Meadow	<u>310</u>	<u>0</u>	<u>0</u>	<u>310</u>	<u>310</u>	<u>0</u>	<u>0</u>	<u>310</u>
Total	1,376	0	0	1,376	1,376	0	0	1,376
Reed Intermediate	732	0	0	732	732	0	0	732
Middle School	835	0	0	835	835	0	0	835
High School	1,754	0	0	1,754	1,754	0	0	1,754
<u>Special Education</u>								
Pre-Kdg	41	0	0	41	41	0	0	41
<u>Out-of-Town</u>	<u>31</u>	<u>0</u>	<u>0</u>	<u>31</u>	<u>31</u>	<u>0</u>	<u>0</u>	<u>31</u>
TOTAL K-12	4,769	0	0	4,769	4,769	0	0	4,769
	=====	===	===	=====	=====	===	===	=====

(b) = Beginning Of Month 8/26/14

check      0            0            0            0            0            0            0            0

**NEWTOWN PUBLIC SCHOOLS**  
Newtown, Connecticut

ELEMENTARY CLASS SIZES AS OF AUGUST 26, 2014 (UNOFFICIAL)

Grade	Hawley	Sandy Hook	Middle Gate	Head O' Meadow	Reed	TOTAL	check
Pre K		23		18		41	0
K	16	16	17	18			
	16	14	17	17			
	17	14	17	18			
		15	16				
<b>Total K</b>	<b>49</b>	<b>59</b>	<b>67</b>	<b>53</b>		<b>228</b>	0
1	17	20	16	15			
	16	20	16	14			
	16	19	16	15			
	16	20	16				
<b>Total 1</b>	<b>65</b>	<b>79</b>	<b>64</b>	<b>44</b>		<b>252</b>	0
2	19	16	19	19			
	18	15	21	20			
	20	16	21	18			
		17	20	19			
<b>Total 2</b>	<b>57</b>	<b>64</b>	<b>81</b>	<b>76</b>		<b>278</b>	0
3	23	16	20	25			
	22	17	20	25			
	23	17	20	25			
	0	15	21				
		0					
<b>Total 3</b>	<b>68</b>	<b>65</b>	<b>81</b>	<b>75</b>		<b>289</b>	0
4	21	19	23	21			
	20	19	24	20			
	21	18	23	21			
	19	18	24				
		18					
<b>Total 4</b>	<b>81</b>	<b>92</b>	<b>94</b>	<b>62</b>		<b>329</b>	0
<b>Total K-4</b>	<b>320</b>	<b>359</b>	<b>387</b>	<b>310</b>		<b>1,376</b>	0
<i>check</i>	0	0	0	0		0	