

# LYME-<sup>tate</sup> OLD LYME PUBLIC SCHOOLS

*Impassioned with Pride and Purpose*

## MEETING MINUTES

### **Regular Board of Education Meeting**

Lyme-Old Lyme High School

August 5, 2015

*Board Present:* James Witkins, Chairman; Paul Fuchs, Vice Chair; Jean Wilczynski, Treasurer; Beth Jones, Secretary; Diane Linderman; Nancy Lucas Edson; Michelle Roche

*Absent by Previous Arrangement:* Rick Goulding; Sarah Smalley

*Administration Present:* Ian Neviaser, Superintendent of Schools; Elizabeth Borden, Director of Curriculum; Michelle Dean, Assistant Principal of Lyme-Old Lyme High School; Holly McCalla, Business Manager, John Rhodes, Director of Facilities; James Wygonik, Principal of Lyme-Old Lyme High School

*Others Present:* Tisha Kirk, AFT President; one towns person from LOL

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

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

### **II. Approval of Minutes:**

The minutes of Regular Meeting of July 1, 2015 and Executive Session of July 1, 2015 were approved as presented.

### **III. Visitors:**

#### **1. Public Comment**

There was no public comment.

### **IV. Administrative Reports:**

#### **1. Superintendent's Report**

Mr. Neviaser reviewed the personnel report which reflected new hires and staff changes: Brett Lillie, Physics Teacher at LOLHS; Michelle Dean, Interim Principal of LOLMS; and Allyssa Hoynack, 2d grade Teacher at Mile Creek School. Mr. Neviaser updated the Board on their progress in filling the open administrative positions: interim assistant principal at LOLHS and assistant principal at LOLMS.

Mr. Neviaser reported on the current kindergarten numbers: there are 27 students enrolled in kindergarten at Lyme Consolidated School and 30 kindergarten students enrolled at Mile Creek School for a total of 57 students. The district's class size guidelines for kindergarten remain at 15 students per section. While this enrollment will not impact the sections for this upcoming school year, Mr. Neviaser noted the importance of monitoring enrollments to ensure for appropriate planning.

Per Policy 4520, Mr. Neviaser reported that the Old Lyme Rowing Association has donated the following to the district:

- A 2010 Vespoli convertible double/pair, serial number VAUQE178G010. Value \$8,250.00.
- A 2010 Vespoli convertible double/pair, serial number VAUQE127E010. Value also \$8,250.
- An Alumacraft 1436 LT, serial number ACBD9212K415 with a Mercury 8hp motor, serial number OR607407. Total value of the boat and the motor is \$2,919.00.

Mr. Neviaser updated the Board on the success of the first Summer Transition Academy at the middle school. Attendance was better than expected and students were treated to STEM presentations from the district's community partners in the MCCD group.

Mr. Neviaser reported that the district is holding the annual convocation during the two professional development days scheduled for August 25 and 26. In addition, there will be a new staff orientation the morning of August 24. Mr. Neviaser extended an invitation to the Board of Education to attend the convocation ceremony on the morning of the 26th.

Mr. Neviaser reported on the busy summer as far as facilities projects and maintenance. He noted that John Rhodes, Director of Facilities and Technology, will update the Board on the current status of all projects later in the meeting. Mr. Neviaser thanked all involved for their hard work maintaining and improving the school facilities.

## 2. Business Manager's Report

Mrs. McCalla reported on the current status of the 2015-2016 budget with no significant changes from last year this time to report.

Mrs. McCalla reviewed the Contingency Maintenance Report which reflected a remaining contingency amount as of July 31, 2015 of \$165,700. Current expenditures included a water purchase in the amount of \$15,900 for the main campus and a painting project in the amount of \$13,400 at Center School.

## V. Educational Presentation:

### 1. LOLHS Daily Schedule Proposal

Jim Wygonik, Principal of LOLHS, reviewed a proposal from the high school to adjust the

daily schedule. As the start and end times of each school are part of the school calendar, the Board must take action on this item.

**Proposal:**

Adjust the start and end times to the high school daily schedule.

Current Schedule: 7:45 AM to 2:24 PM

Proposed Schedule: 7:40 AM to 2:10 PM (*Current Middle School Schedule*)

**Rationale:**

Achieve a closer alignment with the middle school to share staff and open the door to enrichment opportunities between the buildings.

Provide a smoother transition to the afternoon dismissal process.

Minimize the impact of early dismissals at the high school.

**Impact:**

No loss of instructional time.

Removal of the 5 minute homeroom period, the 4 minute transition to homeroom, 5 minute early start.  $5+4+5 = 14$  saved minutes.

No change to morning routine. High school students currently ride the same busses as the middle school students.

**Adjustment to the high school daily schedule**

Current			
A	B	C	D
1	3	5	7
2	4	6	8
3	5	3	5
4	6	4	6
7	1	7	1
8	2	8	2

Proposed			
A	B	C	D
1	1	1	3
2	2	2	4
3	3	5	5
4	4	6	6
5	7	7	7
6	8	8	8

**Supports:**

Part-Time Staff

Shared Staff

Internships & Work-Study Programs

Improved Attendance

**VI. Chairman & Board Report:**

Mr. Witkins thanked Mrs. McCalla for her support to the Board of Ed during the recent negotiations with the AFT. He noted that the August 26 convocation is a nice opportunity to begin the new school year.

## **VII. New Business:**

### **1. Approval of LOLHS Daily Schedule Proposal**

**MOTION:** Mrs. Linderman made a motion, which was seconded by Mr. Fuchs, to adjust the high school daily schedule from 7:45 a.m. - 2:24 p.m. to 7:40 a.m. to 2:10 p.m.

The Board discussed the proposed schedule change for the high school. Matters of concern that were addressed by Mr. Wygonik included delayed openings causing the students to miss the same class; athletes missing the same class at the end of day should they have to leave early for a game; the effect on students not having more variety when a class meets; and effect on senior privileges.

Mr. Wygonik also addressed the restrictions of the current schedule, how it is unnecessary for homeroom to meet every day, and the purpose of an eight minute homeroom on Friday.

**VOTE:** the Board voted unanimously in favor of the motion to adjust the high school daily schedule from 7:45 a.m. - 2:24 p.m. to 7:40 a.m. to 2:10 p.m.

John Rhodes gave an update on the need behind the purchase of the water for the main campus which was due to a broken alarm on the water tank, the sod being watered more than once a day, and the lack of recovery capacity. Mr. Rhodes reported that an emergency water delivery did occur to alleviate the problem temporarily, the alarm has been fixed, and a meeting with Connecticut Water occurred on the condition of the wells. A meeting with the Facilities Committee will occur soon to discuss various options to resolve the water issue. Mr. Rhodes reported that the sod on the track field is in good condition, and the sprinkler system will be functional when students are back in building.

Board discussion followed Mr. Rhodes' report. It was noted that the Town of Old Lyme's use of district water is negligible and had no effect on the district's lack of water. No bacteria was found in the water and Mr. Rhodes will look into backing up the alarm system for better security on water levels. Regarding concerns over lack of water while school is in session, Mr. Rhodes assured the Board that they could get tankers to deliver water within hours and another alternative would be to have a fire watch until the water returned to normal levels.

Mr. Rhodes updated the Board on summer projects currently underway: track field reconstruction; moving 5<sup>th</sup> grade to Mile Creek; Lyme School roof; Central Office move to Center School; and media center carpeting (Lyme and Mile Creek).

### **2. Tuition Student Request #1**

The Board reviewed a letter from a parent requesting that her daughter attend Lyme-Old Lyme High School as a 10<sup>th</sup> grade tuition student in the fall of 2015.

MOTION: Mr. Fuchs made a motion, which was seconded by Mrs. Wilczynski, to approve the request for Emily Rivera to attend Lyme-Old Lyme High School for the 2015-2016 school year as a tuition student per Policy 2420.

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

### 3. Tuition Student Request #2

The Board reviewed a letter from a family requesting permission to enroll their son as a tuition student in grade 9 at Lyme-Old Lyme High School. The family's intention is to relocate to Old Lyme as soon as they sell their current home. They want their son to be able to begin his school year here and pay tuition until they are residents of the district.

MOTION: Mrs. Lucas Edson made a motion, which was seconded by Mrs. Linderman, to approve the request for Ethan Tracano to attend Lyme-Old Lyme High School for the 2015-2016 school year as a tuition student per Policy 2420.

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

### 4. Healthy Food Certification

It was explained that Section 10-215f of the Connecticut General Statutes requires that each local board of education or governing authority for all Connecticut public school districts participating in the National School Lunch Program (NSLP) must take action annually to certify whether all food items sold to students will or will not meet the Connecticut Nutrition Standards. This includes all NSLP public schools, regional educational service centers, the Connecticut Technical High School System, charter schools, interdistrict magnet schools and endowed academies.

MOTION: Dr. Jones made a motion, which was seconded by Mrs. Roche, to approve compliance with optional Section 3 of Public Act 06-63 and to authorize exceptions (either general or specific) to the beverage and food requirements of Public Act 06-63 for sales which meet all of the following requirements:

1. The sale is in connection with an event occurring after the end of the regular school day or on the weekend.
2. The sale is at the location of the event.
3. The beverages or foods are not sold from a vending machine or school store.

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

### 5. Food Service Contract Renewal

Mrs. McCalla explained that although the district is contracted for food services with Chartwells as a part of a five year contract, the Connecticut State Department of Education requires that the district renew this contract on a yearly basis. The CSDE must also approve

this contract to ensure its compliance with federal standards. Therefore, the motion must include language that notes "pending CSDE approval."

MOTION: Mr. Fuchs made a motion, which was seconded by Mrs. Linderman, to renew the Food Service Contract with Chartwells for the 2015-2016 school year as defined in attached amendment pending CSDE approval.

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

#### 6. Bus Barn Memorandum Agreement

Mr. Neviaser reported that the district has been working to develop an understanding with the Town of Old Lyme regarding the bus barn and the payments associated with it. He reviewed a Memorandum of Understanding that outlined the agreed upon issues and provided direction to future school and town leaders regarding this agreement. The Memorandum of Agreement is attached to these minutes for informational purposes.

The Board also reviewed the bus barn repayment schedule through June 30, 2022. This document is also attached to these minutes for informational purposes.

The Board discussed the bus barn agreement and repayment schedule, specifically, an addition to the agreement that "said rental payment will support a reserve fund for the replacement of items such as the parking area pavement, the fuel tank, and the structure located on the property."

Mr. Neviaser explained that the extra \$5,000 payment for this year would be paid directly to the Town of Old Lyme instead of opening the M&J transportation contract and having them pay it.

MOTION: Mrs. Linderman made a motion, which was seconded by Mrs. Wilczynski, to approve the Bus Barn Memorandum of Agreement and repayment schedule with the Town of Old Lyme as presented with the amendment as noted for bullet #8.

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

#### 7. AFT Contract for 2015-2018

Mr. Neviaser reported that negotiations with the AFT union has been completed, and the AFT has ratified the contract. In order for it to become effective, the Board must approve the contract.

Dr. Jones highlighted some of the major changes to the contract: AFT has agreed to go with the high deductible health plan, and the premium shares also align with other bargaining units; salary increases are 2%, 2.25%, 2.5%; personal days increase by one day; and part-time

employees have one additional paid holiday (Memorial Day). Dr. Jones also reported that they were unable to reinstitute health benefits for the part-time instructional assistants.

MOTION: Dr. Jones made a motion, which was seconded by Mrs. Lucas Edson, to approve the 2015-2018 contract with the Regional School District #18 Federation of Non-Certified Employees as presented.

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

#### 8. Policy Updates

The Policy Committee brought forth two policies for the Board's consideration. One was a replacement/update of the current concussion policy based on new legislation while the other is a policy which provides guidelines for all members of the school community on civil behavior. The Policy Committee recommended approval of these policies as presented.

The Board discussed and wordsmithed Policy 2646 Concussion and Head Injuries. Two changes were made to the policy.

MOTION: Mr. Fuchs made a motion, which was seconded by Mrs. Lucas Edson, to waive the first reading and approve Policy 2646 Concussion and Head Injuries.

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

There was a first reading of Policy 4730 Civility/Respectful Communications and Actions.

The Board discussed how and who would enforce this policy and communication and dissemination of policy. Mr. Neviasser cited some examples and discussed modeling good behavior.

### VIII. Old Business:

#### 1. Report of Committees

- a. *Facilities*. No report.
- b. *Building*. Mr. Witkins reported that the commissioning process for LOLHS is ongoing and should be completed by the commencement of the school year.
- c. *Technology*. No report.
- d. *Policy*. Mrs. Linderman reported that this group would meet again on August 11.
- e. *Communications*. No report.
- f. *Finance*. No report.
- g. *Human Resources*. Dr. Jones reported that this committee would reconvene in September to start negotiations with RETA (teachers' union).
- h. *Enrollment & Equity*. No report.
- i. *LEARN*. No report.

**IX. Correspondence:**

Mr. Witkins reported on a letter from Comcast requesting a volunteer to serve on their advisory committee.

**X. Executive Session:**

Mrs. Roche made a motion, which was seconded by Mrs. Linderman, to move into executive session for the purpose of discussing a legal matter. The Superintendent was invited to attend the executive session.

**XI. Adjournment:**

The regular meeting adjourned at 8:55 p.m.

Respectfully submitted,

Beth Jones, Secretary



## AMENDMENT NUMBER ONE

THIS AMENDMENT NUMBER ONE, dated June 30, 2015 and effective July 1, 2015, is between the **Regional District 18** ("SFA") and **Compass Group USA, Inc. by and through its Chartwells Division** ("FSMC").

WHEREAS, the SFA and Chartwells are parties to a certain agreement, dated September 8, 2014 whereby Chartwells manages the SFA's food service operation and facilities; and

WHEREAS, the parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Amendment of Article I, Section 1.3 Section 1.3 of the Agreement is amended by inserting the following: "The parties agree to exercise their right to renew the Agreement beginning July 1, 2015 and ending June 30, 2016."
2. Amendment of Article VI, Section 6.1 (C). Section 6.1 (C) of the Agreement is amended by deleting this section and replacing it with the following: "Chartwells Management Fee shall be a flat rate of Five Hundred Fourteen Dollars and Fifty Cents (\$514.50) per month for 10 months. (September through June)."
3. Amendment of Article VI, Section 6.1 (D). Section 6.1 (D) of the Agreement is amended by deleting this section and replacing it with the following: "Chartwells Administrative Fee shall be a flat rate of Two Thousand Three Hundred Sixty-Six Dollars and Seventy Cents (\$2,366.70) per month for 10 months. (September through June)."
4. Amendment of Article VI, Section 6.3. Section 6.3 of the Agreement is amended by deleting the section in its entirety and replacing it with the following:

"Chartwells guarantees that any deficit reflected in the bottom line operating statement for the 2015-2016 academic year will not exceed (\$38,441). If the annual operating statement shows a loss greater than (\$38,441) than Chartwells will reduce its Management Fee by the difference between the actual and guaranteed amount, but in no event shall the reimbursement obligation exceed the amount of Chartwells' Management Fee, as set forth above.

The guaranteed amount is based on the following assumptions remaining in effect for the entire school year:

- (i) Reimbursement rates for The National School Lunch and Breakfast program meals will not be less than the rates in effect for the prior school year;
- (ii) The value of government donated commodities and/or cash in lieu thereof will not be less than \$17,876 as the stated planned assistance level;
- (iii) the number of full service lunch days during the school year will not be less than 180 for Elementary schools, 176 for Middle School and 171 for High School;

- (iv) Center School cafeteria operations will close June 2015
- (v) The number of serving periods, serving times and types of service will not change materially;
- (vi) Student enrollment for the term of the contract period will be not be significantly less than 1,332 students;
- (vii) The selling prices of Paid menu pattern meals starting in August 2015 will not be lower than \$2.75 for Elementary Schools, \$3.25 for Middle School and High School; breakfast menu pattern meals at all levels will be remain at 2014-15 levels.
- (viii) A la carte selections will be not less than prior year
- (ix) Service will not be interrupted as a result of fire, work stoppage, strike or school closing;
- (x) Revisions to the District's Wellness Policy, including CT Healthy Food Certification, will not reduce participation or increase costs;
- (xi) FSMC shall not be responsible for lost revenue related to student charged or humanitarian meals allowed by the SFA

In the event the foregoing conditions are not met during the school year, Chartwells' guarantee obligation shall be reduced by an amount equivalent to any increased cost or loss of revenue attributable to the changes in such conditions."

5. Amendment of Article VI, Section 6.6. Section 6.6-FSMC Investment of the Agreement is amended by deleting the section in its entirety and replace it with the following:

"Pursuant to the terms of the Agreement, Chartwells was to fund improvements to the SFA's premises to facilitate the performance of the food service program in an amount not to exceed Thirty One Thousand Two Hundred Dollars (\$31,200) to be amortized over a period of five (5) years calculated on a straight-line depreciation basis beginning August 1, 2014 and ending June 30, 2019 and was to be invoiced monthly to the SFA for the depreciation as an allowable cost of the operation.

As of the date of this Amendment Number Two, Chartwells has invested Thirty One Thousand One Hundred Ninety Nine Dollars and Ninety Six Cents (\$31,199.96). A breakdown of the spent investment is,

- o \$20,614.00 spent renovating the service line in the Middle School to include new sneeze guards, heat lamps, heated shelves, electrical work and installation.
- o \$6,875.00 air screen refrigerator
- o \$3,710.96 replacement smallwares (spoodles, spoons, pans) for all five schools

Thirty One Thousand One Hundred Ninety Nine Dollars and Ninety Six Cents (\$31,199.96) of the Investment shall continue to be amortized on a straight-line depreciation through July 31, 2019 and shall be invoiced monthly to the SFA for the depreciation as an allowable cost of the operation. No additional investments shall be made.

The SFA shall hold title to items funded by the Investment at the time they are purchased and/or installed at the SFA's facility. If this Agreement is terminated, expires or is not renewed for any reason prior to the full amortization of the Investment, the SFA shall promptly select one of the following options: (i) pay the full amount of the unamortized portion of the Investment immediately upon termination; (ii) retain any equipment or other items funded by the Investment and continue to make payment to the FSMC in accordance with the agreed upon monthly amortization schedule; or (iii) require the successor food service management company to promptly pay the FSMC the unamortized portion of the Investment in full and continuing to pay the remaining monthly amortization payments to such successor company instead of to the FSMC."

- 6. Amendment of Article VI, Section 6.11. Section 6.11 of the Agreement is amended by deleting the section in its entirety.
- 7. This Amendment is effective July 1, 2015. All other terms and conditions contained in the original Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers, all done the day and year first above written.

**Regional District #18**

**COMPASS GROUP USA, INC. by and through its Chartwells Division**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Rhonna Cass

Title: \_\_\_\_\_

Title: President – Schools

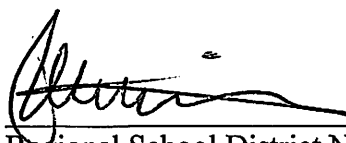
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Date: \_\_\_\_\_

## Memorandum of Agreement

The Regional School District No. 18 Board of Education (hereinafter the "Board") and The Town of Old Lyme, Connecticut (hereinafter the "Town") hereby agree to the following:

1. This document shall describe the terms of agreement for the "Bus Barn" property located at 109 Four Mile River Road in Old Lyme, Connecticut.
2. The attached spreadsheet will provide a payment schedule for the fiscal year ending June 30, 2011 through the fiscal year ending June 30, 2022.
3. All previous payments from the fiscal year ending June 30, 2011 through the fiscal year ending June 30, 2015 will remain the same as noted on the attached spreadsheet.
4. Future payments, beginning with the fiscal year ending June 30, 2016 and ending with the fiscal year ending June 30, 2022, will not include interest payments as approved by the Town's Board of Selectmen at their March 11, 2015 meeting.
5. All future payments, beginning with the fiscal year ending June 30, 2016 and ending with the fiscal year ending June 30, 2022, will go directly toward the principal until it is paid off.
6. At the Board's November 19, 2008 meeting, the Board agreed to specify in its request for transportation services that the buses would be parked on Town property at Four Mile River Road for two consecutive five year contracts and that the Board would not be responsible for paying the lease.
7. Should the Board choose to continue to use the bus barn property beginning with the fiscal year ending June 30, 2023, a rental payment amount will be negotiated between the Town and the Board.
8. Said rental payment will support a reserve fund for the replacement of items such as the parking area pavement, the fuel tank, and the structure located on the property.
9. The amount of the rental payment will be established from solicited estimates for replacement of the aforementioned items based on anticipated replacement dates.

  
\_\_\_\_\_  
Regional School District No. 18  
Board of Education

Dated: 8/5/15

\_\_\_\_\_  
Town of Old Lyme

Dated: \_\_\_\_\_

**Town of Old Lyme Bus Barn  
Repayment of \$575,000 Expense**

Year	Principal	Interest		Principal	Total
		Rate	Interest		
1 FYE 6/30/11	\$575,000	2.000%	\$11,500	\$38,500	\$50,000
2 FYE 6/30/12	\$536,500	2.000%	\$10,730	\$39,270	\$50,000
3 FYE 6/30/13	\$497,230	2.500%	\$12,431	\$37,569	\$50,000
4 FYE 6/30/14	\$459,661	2.500%	\$11,492	\$38,508	\$50,000
5 FYE 6/30/15	\$421,152	3.250%	\$13,687	\$36,313	\$50,000
6 FYE 6/30/16	\$384,840	0.000%	\$0	\$60,000	\$60,000
7 FYE 6/30/17	\$324,840	0.000%	\$0	\$60,000	\$60,000
8 FYE 6/30/18	\$264,840	0.000%	\$0	\$60,000	\$60,000
9 FYE 6/30/19	\$204,840	0.000%	\$0	\$60,000	\$60,000
10 FYE 6/30/20	\$144,840	0.000%	\$0	\$60,000	\$60,000
11 FYE 6/30/21	\$84,840	0.000%	\$0	\$42,420	\$42,420
12 FYE 6/30/22	\$42,420	0.000%	\$0	\$42,420	\$42,420
	<b>Total</b>		<b>\$59,840</b>	<b>\$575,000</b>	<b>\$634,840</b>

Total authorzation            675,000  
Total spent                        650,473

Funding:

Revalv Fund	200,000
Parking Lot Fund	175,000
Landfill Fund	200,000
General Fund	75,473
<b>Total</b>	<b>650,473</b>