

Board of Education Regular Meeting

Tuesday, April 23, 2024 7:30 PM

Town Campus Hammonasset Room/Zoom, 10 Campus Drive , Madison, CT 06443

I. Call to Order / Attendance

I.A. Pledge of Allegiance

II. School / Community Session

II.A. Public Participation

III. Board of Education Student Representatives' Report

Speaker (s): Eli Ackerman and Brooke Anderson

IV. Superintendent's Report

Speaker (s): Craig A. Cooke, Ph.D.

IV.A. Chartwells Food Services Agreement

IV.B. Update on Future Use of Existing PreK-3 Buildings

IV.C. Administrative Professionals Day

V. Board Members' Comments

VI. Audience Response to Information Presented (Ref. Bylaw #9540.10)

VII. Board Committees / Liaison Updates (Ref. Bylaw #9450)

VII.A. Curriculum and Student Development

Speaker (s): Members: Steve Pynn, Chair; Catherine Miller, Mary Ann Connelly

VII.B. Facilities Committee

Speaker (s): Members: Emily Rosenthal, Chair, Steven Pynn, Diane Infantine-Vyce

VII.C. Finance Committee

Speaker (s): Members: Galen Cawley, Chair, Christine Maisano, Emily Rosenthal

VII.D. Personnel Committee

Speaker (s): Members: Maureen Lewis, Chair; Catherine Miller, Mary Ann Connelly

VII.E. Policy Committee

Speaker (s): Members: Diane Infantine-Vyce, Chair; Maureen Lewis, Galen Cawley

VII.E.1. Policy for Rescission, Second Reading:

- 9550 Board Hearings / Appeal Proceedings
- 9850 Board Member Insurance / Liability

VII.E.2. Policy for Review, Second Reading:

- 9440 Board-Superintendent Relationship
- 9540.5 Parliamentary
- 9540.12 Broadcasting/Taping of Meetings
- 3542.4 Meal Charging

VII.E.3.

VII.F. LEARN Liaison

Speaker (s): Mary Ann Connelly

VIII. **Action item: Motion to approve the proposed Agreement dated July 1, 2024, between the Madison Board of Education and Compass Group USA, Inc., by and through its Chartwells Division, as presented.**

IX. **Action Item: Motion to adopt the AP Psychology textbook.**

X. **Action Item: Motion to approve the International Trip to London and Paris Spring 2025**

XI. **Action Item: Motion to approve the following curriculum units: Grade 6 Social Studies, U.S. History, Civics & American Government**

XII. **Action Item: Motion to rescind the following policies: 9550 Board Hearings / Appeal Proceedings, 9850 Board Member Insurance / Liability**

XIII. **Action Item: Motion to approve the following policies: 9440 Board-Superintendent Relationship, 9540.5 Parliamentary, 9540.12 Broadcasting/Taping of Meetings, 3542.4 Meal Charging**

XIV. **Action Item: Motion to approve the minutes of the April 2, 2024 Board of Education Meeting (Ref. Bylaw #9540.9)**

XV. **Future Agenda Items**

XVI. **Adjournment**

XVII. **The Town of Madison does not discriminate on the basis of disability, and the meeting facilities are ADA accessible. Individuals who need assistance are invited to make their needs known by contacting the Town ADA/Human Resources Director, Debra Ferrante, at 203-245-6310 or by email at ferranted@madisonct.org at least five (5) business days prior to the meeting.**

Food Services Agreement (Fee)

This food services agreement ("Agreement") dated July 1, 2024, is between Madison Board of Education ("**Client**") and Compass Group USA, Inc., by and through its Chartwells Division ("**Chartwells**"), who agree as follows:

1. Services/Responsibilities of the Parties

A. Client grants Chartwells the exclusive right to provide and manage the Client's food and beverage service program, and grants Chartwells the non-exclusive right to provide catering services (as requested) (collectively, the "**Services**") and the exclusive right to provide to students, employees, guests, and invitees of Client at the premises ("**Premises**") food and beverage products as set forth in the attached Statement(s) of Work ("**SOW**"), attached hereto as Exhibit A. This exclusivity provision shall be understood to grant Chartwells the right to be the exclusive commercial provider of food services during the regular school day, but shall not be understood to prohibit activities which are not reasonably construed as competitive, such as, without limitation, bake sales, fundraisers, and food sales associated with athletic or extracurricular activities.

B. A detailed responsibility summary of the Parties' responsibilities is set forth in Exhibit C, which is attached hereto and incorporated herein by this reference.

2. Term and Termination

A. The term of this Agreement shall begin on July 1, 2024 ("**Effective Date**") and end on June 30, 2025 ("**Term**"). The Agreement will continue for consecutive one year terms thereafter (each, a "**Renewal Term**"), unless terminated as permitted herein.

B. Either party may terminate this Agreement (or any SOW): (i) without cause upon 60 days' prior written notice or (ii) in the event of a Payment Default (as defined below). A non-breaching party may terminate this Agreement for cause if a party breaches this Agreement and fails to cure such breach within 30 days following written notice.

C. In the event of a termination for any reason, all amounts outstanding shall become due and payable to Chartwells immediately upon termination.

D. At the termination of this Agreement, the inventory of food and operational supplies shall remain the Client's property.

E. The termination or expiration of this Agreement shall not affect the rights, privileges, liabilities and/or responsibilities of the parties as they exist as of the effective date of termination. The parties shall cooperate fully with each other during the Term of the Agreement and subsequent thereto in order to ascertain and satisfy the liabilities of either party to the other.

3. Indemnification and Insurance

A. To the fullest extent permitted by law, each party shall indemnify, defend, and hold harmless the other party from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, any breach or default hereunder, or other injury or damage if caused by any negligent act or omission of, or breach by, or willful misconduct of the indemnifying party. Notwithstanding anything in the immediately preceding sentence to the contrary, Client shall be solely responsible for any and all contributions to state, local and/or other public sector retirement funds, systems and/or programs with respect to and/or on behalf of individuals who were Client employees immediately prior to the Effective Date and became Chartwells employees on the Effective Date (collectively, the "Public Sector Retirement Contributions"), and Client shall indemnify

and hold harmless Chartwells for any and all claims related to such Public Sector Retirement Contributions, including but not limited to claims for delinquent contributions, withdrawal liability, liquidated damages, interest and attorneys' fees. To effectively submit an indemnification claim, the indemnifying party must receive notice of the claim no later than ten days after the party to be indemnified receives notice of the claim or lawsuit. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES CONSTITUTING LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT.

B. Chartwells shall maintain the insurance coverage set forth below provided by insurance companies authorized to do business in the State of Connecticut with an AM BestRating of A VII. A certificate of insurance indicating these amounts must be submitted prior to the execution of the contract:

Liability Insurance - Chartwells shall obtain and keep in force during this Agreement, for the protection of Chartwells, Commercial General Liability Insurance with combined single limit of not less than one million dollars (\$1,000,000) each occurrence for Bodily Injury & Property Damage with a general aggregate limit of not less than ten million dollars (\$10,000,000) and shall include, but be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, and an Excess or Umbrella Liability policy with a limit of not less than fifteen million dollars (\$15,000,000) each occurrence and in the aggregate, covering Chartwells under this Agreement and shall deliver to the Client a certificate evidencing such policies and coverage within (30) days after the execution of this Agreement by the parties.

Workers' Compensation Insurance - Chartwells shall maintain workers' compensation insurance as required by state law covering all of its employees employed in connection with the Food Service operation.

1. Workers' Compensation - Statutory
2. Employer's Liability - one million dollars (\$1,000,000) each accident / each employee / policy limit

Automobile Liability Insurance - Chartwells shall maintain automobile liability insurance as required by state law with respect all owned, non-owned and hired automobiles in connection with the Food Service operations as follows:

1. Automobile Liability - five million dollars (\$5,000,000) Combined Single Limit each accident

The Madison Board of Education and the Town of Madison and their respective officers, agents, and employees shall be included as additional insured on the commercial general liability, automobile liability and excess/umbrella liability insurance policies.

The insurance policies shall provide for notice to the Madison Board of Education of cancellation of insurance policies thirty (30) days before such cancellation is to take

effect.

Chartwells and its insurers shall waive all rights of subrogation against the Madison Board of Education and Town of Madison, with respect to the commercial general liability, auto liability and workers compensation policies required herein for losses arising from work performed under the Agreement.

Minimum policy limits may be satisfied through a combination of primary, excess and/or umbrella policies.

The Client shall obtain and maintain insurance for the Food Service Facilities, service equipment, offices and utilities against risks covered by standard forms of fire, theft and extended coverage in such amounts and under such policies as appropriate.

Waiver of Recovery - Each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements, and other property of every kind and description resulting from fire, explosion, or other cause normally covered by standard broad form property insurance policies.

4. Chartwells Vendors

Chartwells shall purchase inventory, equipment, and services from sellers selected by Chartwells (each a "**Vendor**") under such terms Chartwells deems in its sole discretion as acceptable ("**Vendor Terms**"). All Vendor Terms are the exclusive obligation and property of Chartwells. Client does not have any liability under the Vendor Terms, and the Vendor Terms will not affect Client's obligations. Client accepts that Chartwells or its parent company, Compass Group USA, Inc. ("**Compass**") may receive volume, trade or cash discounts for items purchased as part of doing business at the Client Premise and that those discounts will accrue to Chartwells and/or Compass and will be passed back to Client.

5. Financial

A. The financial arrangements of this Agreement are set forth in Exhibit B.

B. Payment Terms. Client shall pay to Chartwells any amounts owed under this Agreement within 30 days of the invoice date, via Client check or electronic fund transfer. To dispute an invoice, Client must notify Chartwells specifying any billing errors within 30 days of invoice receipt. If Client fails to pay when due the full amount of any Client obligation under this Agreement ("**Payment Default**"), Client shall pay to Chartwells a default charge equal to 1.5% of the unpaid balance ("**Default Charge**"), which begins accruing on the first day following the due date. Chartwells's receipt and acceptance of any Default Charges does not constitute a waiver or cure of the Payment Default.

C. Change of Circumstances.

(i) The financial terms have been negotiated between the parties upon the condition that Chartwells will operate its Services at the same points of Service and remain in operation only the hours agreed to when Chartwells begins operations hereunder. If Client desires Chartwells to operate its Services for additional points of Service and/or additional hours, Client and Chartwells shall mutually agree on the appropriate financial arrangements for the new additional points of Service and/or additional hours.

(ii) The financial and operational terms of this Agreement are also based on conditions in existence on the date Chartwells commences service, including without limitation, Client's student population; labor costs (including but not limited to benefits and insurance costs); and food and supply costs. In the event of material changes in the conditions at the Premises (including but not limited to student population changes, migration to online/distance learning, school closures, disruption in operation, or changes in participation rates), the parties shall renegotiate the financial and operational terms of this Agreement. If the parties are unable to agree upon alternate financial and/or operational terms by the end of a 30 day negotiation period, Chartwells may terminate this Agreement and/or a SOW for cause effective upon 30 days' written notice.

(iii) If a Force Majeure Event causes the shutdown of the food service program operations, and in order to ensure the continuity of food service operations at the conclusion of such Force Majeure Event, Client shall continue to pay to Chartwells during the length of the Force Majeure Event, the Management Fee, Administrative Fee, and salaries of salaried employees. Such costs are annual costs incurred by Chartwells, but billed to Client on a monthly basis. As such, Client shall still be responsible for such costs even in the event of a temporary shutdown of services.

D. Taxes/Assessments. Chartwells shall pay when due all applicable federal, state, local, and other governmental taxes or assessments in connection with its respective obligations under this Agreement.

E. Audit. Chartwells shall keep all records relevant to this Agreement on file for a period of three years from the date the record is made. Chartwells will allow Client (upon at least five days prior written notice and at Client's sole expense at the location(s) where the records are normally maintained) to inspect the business records that are solely and directly relevant to the Services. The parties shall keep such information confidential in accordance with the terms of section 7. Records shall remain on the Client's property and shall be provided to the Client per request at no charge.

6. Employees

A. Chartwells shall provide the necessary employees or personnel to perform its Services. Client shall conduct, to the extent permitted by law, criminal background checks, Department of Children and Families Registry checks, sexual offender registry checks, and employment verification checks in accordance with Section 10-222c of the Connecticut General Statutes for all Chartwells employees performing services in accordance with this Agreement who will have, or may have, direct contact with students. Chartwells shall require that any and all such employees comply with said background checks, shall provide, both at the commencement of the Agreement during the Term, the Client the identities of Chartwells employees who require background checking, and shall provide all necessary forms and/or documentation regarding such employees to the Client. Upon being hired, employees shall be subject to such health examination as proper federal, state and local authority may require in connection with their employment. Chartwells agrees that its employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents and which are provided to Chartwells in writing.

B. All qualified and eligible employees of the Client working in food service operations prior to the Effective Date shall be given the right of first refusal for positions of employment with Chartwells in accordance with this Agreement prior to and upon the Effective Date.

C. Notwithstanding any other provision of this contract to the contrary, Client is solely responsible for any and all Public Sector Retirement Contributions, as defined in Section 3(A), and Chartwells shall not be liable or responsible for the payment of such Public Sector Retirement

Contributions or otherwise indemnify Client for Client's obligations with respect to the Public Sector Retirement Contributions.

D. Client shall not, during the term of this Agreement nor for one year thereafter, solicit to hire, hire, or contract with any employee, manager, director, or officer of Chartwells or its affiliates. In the event that Client breaches the terms of this provision, Client shall pay Chartwells two times the annual salary of such employee.

E. **The parties shall abide by the requirements of Connecticut law and regulations regarding non-discrimination and the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). The parties acknowledge their understanding that these regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin, and these regulations require that employers take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

F. The Client reserves the right to request the removal of any Chartwells employee from the performance of services in accordance with this Agreement and/or from Board property, including, without limitation, any Chartwells employee who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental, or moral well-being of the students. Such request for removal shall not be considered a breach of this Agreement.

7. Confidentiality

A. Chartwells and the Client shall designate any information they consider confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of their business or which they develop independently during the course of this Agreement. Information so designated and identified shall be treated as confidential by Chartwells and the Client, and Chartwells and the Client shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Agreement.

B. Consistent with the Family Educational Rights and Privacy Act (FERPA), Chartwells and its officials, agents, and employees who have involvement with or are performing services for the Client pursuant to this Agreement and who have a legitimate educational interest in student records shall be considered as "school officials" pursuant to 34 CFR § 99.31(a). To allow the sharing of records subject to state and federal confidentiality laws and to ensure that the required confidentiality of personally identifiable student information is always maintained, Chartwells and officials, agents, and employees of Chartwells who have involvement with or are performing services for the Client pursuant to this Agreement shall comply with the provisions of FERPA. For the purposes of this Agreement and the specific functions conducted pursuant to this Agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. Nothing in this Agreement may be construed to allow Chartwells and its officials, agents, and employees who have involvement with or are performing services for the Client pursuant to this Agreement to maintain, use, disclose, or share student record information in a manner not allowed under state or federal law or regulation or rule or the Client policy or regulation.

C. Each party agrees that it will execute and comply with the Student Data Privacy Rider attached hereto as Exhibit D and made a part hereof.

8. Information Technology Security

Chartwells may need to operate certain information technology systems not owned by the Client ("**Chartwells Systems**"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("**Client Systems**"). Chartwells is responsible for all Chartwells Systems, and Client is responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Chartwells serves as the merchant-of-record for any credit or debit card transactions in connection with any of the Services, then Chartwells will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("**Data Protection Rules**"). If Chartwells Systems interface with or connect to Client Systems, then Client shall implement, at its own expense, the changes to the Client Systems that Chartwells reasonably requests and believes are necessary or prudent to ensure Chartwells's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this section.

9. Proprietary Marks

The names, logos, service marks, trademarks, trade dress, trade names, and patents, whether or not registered, of Chartwells ("**Chartwells Marks**") are proprietary. Client may not use the Chartwells Marks except as expressly permitted in writing. Upon termination of this Agreement, the Client shall discontinue the use and display of any Chartwells Marks and shall allow Chartwells to remove all goods bearing any such Chartwells Marks.

The names, logos, service marks, trademarks, trade dress, trade names, and patents, whether or not registered, of Client ("**Client Marks**") are proprietary. Chartwells may not use the Client Marks except as expressly permitted in writing. Upon termination of this Agreement, Chartwells shall discontinue the use and display of any Client Marks.

10. Notice

All notices required under this Agreement must be made by registered or certified mail (return receipt requested) or overnight air courier guaranteeing next-day delivery to the addresses below. All such notice will be deemed to have been given upon receipt. Rejection or other refusal to accept such notice shall not affect the validity or effectiveness of the notice given.

To Chartwells: 2400 Yorkmont Road, Charlotte, NC 28217, Attn: CEO
With a copy to: 2400 Yorkmont Road, Charlotte, NC 28217, Attn: General Counsel

To Client: Madison Board of Education, 10 Campus Drive, Madison, CT 06443, Attn: Director of Administrative Services

11. Miscellaneous

i) Each party shall comply with all federal, state and local ordinances, laws and regulations applicable to its respective obligations hereunder; ii) Chartwells shall obtain, and maintain at all times during the Term, all applicable licenses and permits that are required for its operation; iii) Chartwells is performing such Services as an independent contractor; iv) Nothing contained in this Agreement establishes an employment relationship, partnership or joint venture between the parties or the parties' employees; v) Neither party may assign or subcontract this Agreement to an unaffiliated business entity without the prior written consent of the other party; the parties may assign this Agreement to an affiliated company or wholly owned subsidiary with prior approval and without being released from any of their responsibilities hereunder; vi) This Agreement supersedes all prior and contemporaneous agreements, understandings and representations. Any modifications will be deemed effective only if such modification is in writing and signed by both parties; vii) If a party's performance of any obligations hereunder shall be delayed, prevented or hindered because of compliance with any governmental agency or authority, or because of riots, war, public disturbances, strikes, lockouts, fire, flood, Act(s) of God, epidemic, pandemic, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by exercise of reasonable diligence said party is unable to prevent ("**Force Majeure Event**"), the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (except for those obligations set forth in Section 5(C)(iii) above) during the period such cause continues, and, if mutually agreed, extend the term of this Agreement for the period of such suspension; viii) Neither party may deduct, setoff, or apply any payment owed against any sums due from the other party; provided, however, that in the event of a breach or default of a payment obligation by Client, Chartwells may (i) deduct, setoff, recoup, or otherwise apply any investment, deposit, advance, or prepayment made by Client under this Agreement against, and in satisfaction of, such breached or defaulted payment obligation and (ii) require that such investment, deposit, advance, or prepayment be replenished by Client as a condition of Chartwells's further performance under this Agreement; ix) This Agreement may be executed in any number of counterparts; x) The laws of Connecticut govern this Agreement; and xi) In the event of a conflict between this Agreement and any SOW, this Agreement will control, except for (a) matters that under the terms of this Agreement are to be established in the SOW and (b) provisions in the SOW which, by their express terms, are intended to supersede the corresponding provision in this Agreement.

**Compass Group USA, Inc. by and through
its Chartwells Division**

By: _____
Name: _____
Title: _____
Date: _____

Madison Board of Education

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A:
Statement of Work

A. Client Premises; Hours of Operation; & Responsibilities

Client Premises: Kathleen H Ryerson Elementary School, 982 Durham Rd., Madison, CT 06443;
J Milton Jeffrey Elementary School, 331 Copes Rd., Madison, CT 06443;
DR Robert H Brown Intermediate School, 980 Durham Rd., Madison, CT 06443;
Walter C Polson Middle School, 302 Green Hill Rd., Madison, CT 06443;
Daniel Hand High School, 286 Green Hill Rd., Madison, CT 06443

1. Client shall, without cost to Chartwells, provide Chartwells, at all times during the Term, with a revocable license to use the necessary space for the operation of the Services and shall furnish, without cost to Chartwells all utilities and Facilities reasonable and necessary for the efficient performance of this Agreement by Chartwells including, but not limited to, heat, hot and cold water, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, duct and vent cleaning, office space and equipment and telephone service. For purposes of this Agreement, the term "Facilities" shall include, without limitation, the food preparation, dining and storage areas, and suitably furnished office space at the Client Premises.

The Client retains the right to use, license, rent or lend out the food service facilities during non-school hours or weekends, provided that such use does not interfere with Chartwells use of the food service facilities to perform the Services under this Agreement. If mutually agreed upon by the parties, Chartwells may provide a staff member to be on duty for such third-party use, the costs of such staff member shall be considered a Chartwells' Cost of Business. The Client shall return food service facilities, including any food service equipment used, to Chartwells in the same condition as received, normal wear and tear accepted, after such use. The Client shall leave the Facilities and equipment in clean and orderly condition after each such use. The Client shall have unlimited access to all areas at each of the Premises, including the Facilities, for purposes of inspections and audits. Client further agrees to indemnify, defend, and hold harmless Chartwells from and against all claims, liabilities, causes of action, damages, judgments, attorneys' fees, and expenses which arise out of or are related to third-party use of the food service facilities. To avoid any doubt, the foregoing sentence shall not be read to include any claims, liabilities, causes of action, damages, judgments, attorneys' fees, and expenses which arise out of or are related to any negligent acts or omissions of any Chartwells employee utilized for any third-party use of the food service facilities.

2. The Client shall, at its cost and expense, provide the Facilities, equipment and floor space necessary for the efficient provision of Chartwells's Services hereunder. The Client shall maintain, repair and replace said equipment and Facilities at its own expense. The Client shall keep such equipment and Facilities maintained in a safe operating condition such that no Chartwells employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act including, but not limited to, the general duty and the specific duty clauses thereof or any other similar federal, state or local law or regulation. However, if equipment provided by the Client becomes inoperative, hazardous or inefficient to operate, Chartwells shall have the right to undertake repairs or replacements at the expense of the Client if the Client fails to do so after having been given a reasonable amount of time to correct the equipment deficiency. Client shall permit Chartwells to have the use of all such equipment and Facilities in the performance of its

obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. Chartwells agrees that all equipment and items of equipment now or hereafter furnished by the Client to Chartwells are the sole property of the Client and Chartwells agrees not to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by the Client.

3. In addition to the responsibilities set forth herein, Client shall be responsible for the items set forth in Exhibit C (Responsibility Summary).

B. Chartwells Services & Responsibilities

1. **Purchasing.** Chartwells shall purchase on Client's behalf, as an Operating Charge, all inventories of food, beverages, paper supplies, cleaning items, and other supplies necessary for the provision of the Services as detailed in Exhibit B; provided however, Chartwells shall invoice Client for the cost of such inventory, and upon receipt of payment, title to such inventory shall vest in Client.

2. **Food Services.** Chartwells shall provide:

a. **Dining Services.** Meal service in the cafeterias of the Client Premises listed above (and in temporary locations upon request) during agreed upon operating hours;

b. **Catering Services.** Catered food service for meetings, conferences, dinners, parties, and other functions, provided as mutually agreed on a per event basis.

3. **Smallwares and Expendable Equipment.** If necessary and with prior approval from the Client, Chartwells will provide (as an Operating Charge) an initial supply of china, flatware, glassware, cooking utensils, measuring/mixing tools, knife sharpening tools, bowls, pots, pans, linens, employee uniforms, and other related items needed for its services. If necessary and with prior approval from the Client, replenishment of par stock levels shall be at Client expense.

4. In addition to the responsibilities set forth herein, Chartwells shall be responsible for the items set forth in Exhibit C (Responsibility Summary), provided that the cost associated with such services shall be included as an Operating Charge.

Exhibit B:
Financial Arrangements

Chartwells shall provide the Services hereunder on a Management and Administrative Fee basis whereby Chartwells shall receive a Management Fee and an Administrative Fee, as described herein, and shall be reimbursed for Chartwells's Costs of Business, as defined herein (collectively, the Management Fee, Administrative Fee and Costs of Business will be referred to as the "**Operating Charges**").

Client shall bear all Operating Charges resulting from the provision of Services.

1. Operating Charges include but are not limited to:

a. Management Fee. A charge of \$0.0631 per meal equivalent. For management fee purposes, the number of meal equivalents shall be determined by dividing the total of all sales revenue by the meal equivalency factor equal of 4.00.

b. Administrative Fee. Chartwells's administrative fee of \$9,934.10 per month for ten (10) months from September to June.

The renegotiation of price terms under this Agreement is permitted only by mutual agreement of both parties. Chartwells shall submit a proposed budget to the Client's Director of Administrative Services each year for the following school year, upon request, to be used by the Madison Board of Education in its budget process. Notwithstanding the foregoing: (i) the administrative fee shall be adjusted on the first day of each renewal term at a rate equal to the greater of the increase in the (1) Employment Cost Index, Private Industry, Compensation, Not Seasonally Adjusted - CIU201000000000A ("ECI") and (2) Consumer Price Index- Food Away From Home ("CPI") for the preceding year; and (ii) the management fee shall be adjusted on the first day of each renewal term at a rate equal to the greater of the increase in the (1) ECI and (2) CPI for the preceding year. All fee increases will be negotiated in good faith and by mutual agreement of the parties. In these negotiations, the parties agree to account for impacts, if any, to Chartwells' financials and agree to consider modifications to the food service program to address or mitigate such impacts.

c. Cost of Business include but are not limited to:

(i) The costs of all Chartwells labor performing services with respect to this Agreement, either on a full time or part time basis, including but not limited to wages (including overtime), salaries, vacation pay, holiday pay, Workmen's Compensation Insurance premiums or costs, unemployment insurance, F.I.C.A., group insurance premiums, payroll taxes, severance pay, travel expenses concerning this Agreement, regular health examination cost, pension cost, salary personnel Thrift Plan cost, employee meals, approved bonuses, sick pay, benefits and related costs and other similar costs;

(ii) The direct expense to cover payroll taxes and employee benefit costs (medical plans, life insurance, FICA, FUI, SUI, Workers' Compensation insurance, state disability insurance, 401(k), payroll, pension and benefit plan participation and processing and associated legal costs). Chartwells shall notify Client of any changes in the above, which may be adjusted periodically;

(iii) The costs of all Products, merchandise, materials, and supplies incurred with

respect to this Agreement;

(iv) The costs of all other operating expenses, including but not limited to such operating expenses as, vehicle expense; computer lease; computer access charges; bank charges; credit and debit card processing fees; cellular and long distance telephone; VPN corporate access charge; e-mail account charge; uncollected student accounts; liability insurance; third party quality assurance audits and evaluations; background checks; training; sales promotion; expendable equipment; taxes; licenses; merchandising; sales promotion; permits; parts and equipment and maintenance and rental thereof; small equipment rentals; postage; special security costs; and other similar cash losses or disappearances incurred by Chartwells on the Premises not involving Chartwells employees or agents; and

(v) Any additional expenses related to the provision of Services.

Chartwells will adjust the Operating Charges to reflect a) changes in any federal, state or local law, regulatory or legislative mandates; b) changes in any federal, state, or local taxes including social security taxes, unemployment taxes, or payroll taxes; c) an increase in the minimum wage rate or the enactment of any “living wage” or similar laws by any governmental entity; or d) an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate. Such increases will be based upon the projected change in costs to Chartwells from the date such change occurs. If an appropriate governmental authority determines that the Subsidy payment, either in part or in full, is subject to any sales tax or any similar tax, the full amount of such tax and any interest and/or penalties will be an Operating Charge, regardless of the year in which such determination is made.

2. Guarantee Subsidy. Chartwells guarantees that the bottom line of the operational financial report (exclusive of the cost of equipment repairs, maintenance, replacements, and smallwares) for the 2024-2025 school year will reflect a loss no greater than \$100,000. If the actual bottom line (exclusive of the cost of equipment repairs, maintenance, replacements, and smallwares) reflects a loss greater than this amount, Chartwells will pay to the Client the difference between the actual and the guaranteed amount, but in no event shall the reimbursement obligation exceed Chartwells’s combined Management and Administrative Fees. The Guaranteed Subsidy and Chartwells’s reimbursement obligation are based on the following conditions and assumptions. The Guaranteed Subsidy to the Client shall be reduced to account for increased cost or loss of revenue by Chartwells if the following conditions are not met during the school year:

- The number of days lunch meals are served during the school year will not be less than 179 Elementary School days, 179 Middle School days, and 171 High School days;
- Student enrollment for the term of the contract period will not be less than 2,300, including kindergarten;
- The agreed selling prices of base meals as defined by mutual agreement, will be \$3.75 for elementary schools (grades K-4), \$4.00 for lower middle (grades 5 & 6), \$4-5.50 for upper middle school (grades 7 & 8), and \$4-5.50 for high school (grades 9-12);
- Selling prices of a la carte selections will not be less than the prior year, and increases to selling prices shall be based on Chartwells’ recommendation and approved at the client’s discretion;
- No changes in legislation or regulation (e.g., minimum wages, fringe and benefits, taxes, unionization, etc.) that would impact the cost of Chartwells to provide the services;

- No strikes, work stoppages or school closings, and all make-up days due to inclement weather shall have at least equal sales revenue as a normal day of operation;
 - Service hours, service requirements, type and number of facilities selling food and/or beverages on Client Premises remain constant throughout the school year. Client shall not engage in direct competitive food sales;
 - The level of wages, salaries, and fringe benefits will not exceed \$677,000 annually. In the event of an increase in wages or fringe benefits payable to employees as a result of unionization or changes in minimum wage rates or taxes, the guarantee shall from the date of increase in wages, minimum wage rates, taxes or fringe benefits be adjusted by such actual increase; and
 - There will be no bad debts, including losses from uncollectible accounts.
- 3. Reporting:** Chartwells will provide monthly and other mutually agreed reports to the Client, which describe operating costs, meals per labor hour and meals served. Chartwells shall maintain such records (supported by invoices, receipts or other evidence) to support its monthly reporting responsibilities and shall submit monthly operating statements in a format mutually agreeable to both parties. Chartwells shall provide the Client with a year-end statement for each year during which services are provided pursuant to this Agreement.

Exhibit C:
Responsibility Summary

[Responsibility Matrix shows the detailed responsibilities of both Chartwells and the Client. The costs associated with Chartwells responsibilities are treated as a Cost of Business and subject to reimbursement by the Client.]

	<u>CHARTWELLS</u>	<u>CLIENT</u>
FOOD		
Food Purchasing	X	
Processing of Invoices	X	
Payment of Invoices	X	
NON-MANAGEMENT LABOR		
Payment of regular full-time salaries	X	
Payment of student (part-time) salaries	X	
(if through Independent School Work Study Program)	X	
Payment of sick leave pay earned after Chartwells starts services	X	
Payment of holiday pay	X	
Payroll taxes	X	
Fringe benefits and insurance	X	
Preparation of payroll	X	
Processing of payroll	X	
Training and development cost	X	
MANAGEMENT		
Salaries	X	
Taxes, fringe benefits and insurance	X	
District and regional management costs	X	
Management relocation	X	
ADDITIONAL ITEMS		
Telephone local		X
Telephone long distance		X
Removal of trash and garbage from kitchen	X	
Payment for the removal of trash and garbage from Premises		X
Depreciation of equipment (if applicable)	X	
Replacement of china, glass, flatware		X
Initial inventory of dishes, silverware, and other foodservice equipment		X
Replacements of expendable equipment (pots, pans, etc.)		X
Repair to infrastructure (vents to outside, gas line)		X
Cost of repairing equipment		X
Fire insurance		X

Products and public liability insurance	X	
Gas and electric utilities metered to foodservice		X
	<u>CHARTWELLS</u>	<u>CLIENT</u>

SUPPLIES

Detergent	X	
Paper supplies	X	
Postage	X	
Taxes/licenses	X	
Pest control		X
Laundry	X	
Uniforms	X	
Menu paper	X	

SALES AND USE TAX

Sales & Use Tax on cash sales and purchases from Service vendor	X	
Sales & Use Tax on Board Plan and declining balance (if applicable)		X

CLEANING

Equipment and hoods		X
Vent from hoods to outside		X
Floors in food storage and food preparation areas		X
Floors in dining areas		X
Walls up to 6 feet		X
Walls above 6 feet		X
Ceilings and fans		X
Light Fixtures		X
Tables and Chairs (K-8: end of each lunch wave; 9-12: end of meal service)	X	
Locker Rooms (foodservice associates)		X
Public Restrooms		X

SERVICES

Bussing of dishes from tables in cafeteria, i.e. Self-bussing	X	
Banking receipts	X	

Exhibit D:

Student Data Privacy Addendum

In compliance with Conn. Gen. Stat. §§ 10-234aa *et seq.*

This Addendum (“Addendum”) is entered into on the dates indicated below between the Madison Board of Education (the “Board”) and Compass Group USA, Inc., by and through its Chartwells Division (“Contractor”) (collectively, the “Parties”) for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

Article I. Definitions

For purposes of this Addendum, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Conn. Gen. Stat. § 10-234aa. “Education records” and “personally-identifiable information,” shall be defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

Article II. Purpose of Addendum

The Parties agree that the purpose of this Addendum is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, “student data”), which student data may be provided to Chartwells in connection with Chartwells’ provision of food services management.

Article III. General Provisions

- A. The Parties agree that this Addendum controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.
- B. Any modifications made by Chartwells to its separate Privacy Policy or any other policy, procedure or practice of Chartwells regarding student data that is applicable to Client, shall be made in strict accordance with Connecticut laws as they may be amended from time-to-time and with this Addendum. Chartwells shall notify Client promptly of any such changes.
- C. All student data provided or accessed pursuant to this Addendum is and remains under the control of the Client. All student data are not the property of, or under the control of, Chartwells.
- D. The Client may request that Chartwells delete any student data in the Chartwells’ possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law, or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Chartwells, provided the Client may request the deletion of

any such student data if such copy has been used by Chartwells to repopulate accessible data following a disaster recovery. Such request by the Client shall be made by electronic mail to Chartwells. Chartwells will delete the requested student data within fifteen (15) calendar days of receiving such a request.

- E. Chartwells shall not use student data for any purposes other than those authorized in this Addendum, and may not use student data for any targeted advertising.
- F. If Chartwells receives a request to review student data from a student, parent, or guardian, Chartwells agrees to refer that individual to the Client and to notify the Client within five (5) business days of receiving such a request. Chartwells agrees to work cooperatively with the Client to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with Chartwells, and correct any erroneous information therein, by following the amendment procedures outlined in the Client's Confidentiality and Access to Education Records Policy.

Article IV. Security and Confidentiality of Student Data

- A. As applicable, Chartwells and the Client shall ensure that they each comply with the FERPA.
- B. Further, Chartwells shall, as applicable, take actions designed to ensure the security and confidentiality of student data, that, based on the sensitivity of the data and the risk of unauthorized access, include but are not limited to, as applicable:
 - 1. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
 - 2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
 - 3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

Article V. Prohibited Uses of Student Data

- A. Chartwells shall not use student data for any purposes other than those authorized pursuant to this Addendum.
- B. Chartwells shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services, except a student, parent, or legal guardian of a student may choose to independently establish or maintain an

electronic account with Chartwells after the expiration of this Addendum for the purpose of storing student-generated content.

- C. During the entire effective period of this Addendum, the Client shall have control of any and all student data provided to or accessed by Chartwells. If a student, parent or guardian requests deletion of student data, Chartwells agrees to notify the Client immediately, but no later than five (5) business days after receiving such a request, and agrees to not delete such student data because it is controlled by the Client. Chartwells shall destroy any and all student data within a reasonable period of time if the Client requests the deletion of such student data.
- D. Chartwells shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, as determined by the Client.
- E. Chartwells shall not sell, rent or trade student data. In the event Chartwells merges or is purchased by another entity, Chartwells must notify the Client in writing and receive written approval from the Client prior to providing for any purpose any student data covered under this Addendum to its successor.

Article VI. Duties Regarding Unauthorized Release, Disclosure or Acquisition of Student Data.

- A. As applicable, Chartwells shall comply with Con. Gen. Stat. § 10-234dd.

MADISON BOARD OF EDUCATION

By:

Name:

Title:

Date:

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

By:

Name:

Title:

Date:



Policy Committee

Exhibits

Policy for Rescission, Second Reading:

- 9550 Board Hearings / Appeal Proceedings
- 9850 Board Member Insurance / Liability

Policy for Review, Second Reading:

- 9440 Board-Superintendent Relationship
- 9540.5 Parliamentarian
- 9540.12 Broadcasting/Taping of Meetings
- 3542.4 Meal Charging

Policy Summary

April 23, 2024

Policy for Rescission, Second Reading:

9550 Board Hearings / Appeal Proceedings

This bylaw is not required and we recommend repeal. In addition, the bylaw calls for hearings to be held in a "fair, open and objective manner" but does not account for situations in which hearings may need to be held in executive session (e.g., expulsion hearings).

9850 Board Member Insurance / Liability

This bylaw is not required and we recommend repeal. In addition, state law requires that school districts hold Board members and school employees harmless when they are sued for alleged negligence or other actions taken while acting in the discharge of their duties (or course of their employment) as long as such actions are not wanton, reckless, or malicious. This right to indemnification includes the right to have counsel provided or to be reimbursed for reasonable attorneys' fees in defending against such claims.

Policy for Review, Second Reading:

9440 Board-Superintendent Relationship

This bylaw may be repealed because it is not necessary. However, if the Board elects to maintain this bylaw, we recommend review to ensure that all provisions continue to be applicable. There are no legal concerns with the bylaw. *The administration has reviewed the policy and would like to keep it.*

9540.5 Parliamentary

This bylaw is not required and we recommend repeal. *Policy chair would like to keep this policy.*

9540.12 Broadcasting/Taping of Meetings

This bylaw is not required and we recommend repeal. If the Board wishes to retain this bylaw we recommend further legal review to ensure compliance with state records retention requirements. *The policy has been reviewed and updated to ensure legal compliance.*

3542.4 Meal Charging

Recommend repealing the policy and replacing with the S&G model policy. The model policy has been modified slightly to reflect the fact that the District does not participate in the National School Lunch Program (NSLP). *The policy was reviewed by the Director of Administrative Services.*

#9550**Board Hearings / Appeal Proceedings**

In conducting public hearings required by law, and any other hearings as it deems advisable, the Board will adhere strictly to any statutory requirements that apply to the specific type of hearing and shall seek to conduct the hearings in a fair, open, and objective manner, giving all persons involved an equal opportunity to be heard.

The Chairperson of the Board, or another member at his / her and the Board's approval, will preside at hearings before the Board.

At the beginning of the proceedings, the attending public will be informed of particular rules that it will be following in regard to questions, remarks, rebuttals, time limitations, or other rules necessary to give everyone an opportunity to be heard.

In conformance with customary hearing procedures, statements and supporting information will be presented first by the Board, or by others on behalf of the Board. To address the Board, citizens must be recognized by the Chairperson, and all remarks must be addressed to the Chairperson and be germane to the topic.

Date of Adoption: 1/3/95

#9850**Board Member Insurance / Liability**

Because they are members of an agency of government whose powers and duties can only be exercised by a decision of the majority of Board membership when the Board is officially in session, the members of the Board and its employees act as agents of the Board. None of these individuals should be placed in a position of personal liability for the performance of the responsibilities vested in them by the voters of the Town or assigned by this agency.

Therefore, in order to protect the individual members of the Board, its agents, and the educational interests of the Town, the Board will purchase, in the absence of governmental immunity, or in addition to governmental immunity, from public school funds adequate insurance to indemnify Board members and agents of the Board for their official actions in the service of the Town schools.

If a Board member is made a defendant in any legal proceeding resulting from the member's action in good faith in his or her official capacity as a member of the Board and compensatory or punitive damages are requested as a result thereof, the Board will fully protect and indemnify the member against any determination of judgment which may be rendered against him or her.

If a Board member is made a defendant in any legal proceeding pertaining to any act performed in good faith in his or her official capacity as a member of the Board, the Board will furnish legal counsel to represent and defend the member.

Date of Adoption: 3/7/95

Board - Superintendent Relationship

The Board of Education believes that the legislation of policies is a function of the School Board and that the execution of the policies should be the function of the Superintendent of Schools.

While the Board reserves to itself the ultimate decision of all matters concerning policy and expenditures of funds, delegation by the Board of its executive powers to the Superintendent provides flexibility for the Superintendent to manage the school system according to the provisions of the Board's policies and decisions, and allows Board members to devote their time to policy making and appraisal functions.

The Board holds the Superintendent responsible for the administration of its policies and regulations, the execution of Board actions and decisions, the operation of schools and for keeping the Board informed about school system activities, operations, and concerns.

The Board will strive to procure, when a vacancy exists, the best professional leader available for the Superintendent's position. The Board as a whole, and individual members, will:

- give the Superintendent complete administrative authority for properly discharging all professional and legal responsibilities and duties;
- hold all meetings of the board in the presence of the Superintendent except when the Superintendent's contract and salary are under consideration;
- refer all concerns to the Superintendent for appropriate investigation and action; and
- provide adequate safeguards for the Superintendent and ~~his/ her~~the Superintendent's staff members so they can discharge their professional and legal responsibilities and duties.

The Superintendent will assist the Board in making decisions and establishing policies by giving Board members relevant facts, information, and reports. The Superintendent may not perform, cause, or allow to be performed any act that is unlawful, in violation of commonly accepted

36 business and professional ethics, in violation of any contracts into which the Board has entered,
37 or in violation of policies and regulations adopted by the Board.

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41 Date of Adoption: 1/3/95

42 First Reading: April 2, 2024

43 Second Reading: April 23, 2024

**#9540.5
Parliamentarian**

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The parliamentarian will be either a member of the administrative staff or a Board member appointed by the Board who will be well versed in *Robert's Rules of Order, Newly Revised*, and able to advise the Board to resolve any questions related to the rules of order that arise during a public meeting.

Date of Adoption: 3/7/95
First Reading: April 2, 2024
Second Reading: April 23, 2024

#9540.12

Broadcasting / Taping of Meetings

Photographic and electronic audio and video broadcasting and recording devices may be used at regular and special Board of Education meetings legally open to the public according to the following guidelines:

- ~~• Photographs, broadcasting, and recordings of meetings are permitted only when all parties involved have been informed that cameras, broadcasting, and / or recording devices will be used.~~
- Persons operating cameras, broadcasting, and / or recording devices must do so with a minimum of disruption to those present at the meeting. Specifically, the view between Board members and the audience must not be obstructed, interviews must not be conducted during the meeting, and no commentary is to be given in a manner that distracts Board members or the audience.
- The Board will make the necessary arrangements to have video recordings of all regular meetings and any special meeting that it deems appropriate. All video recordings will be made available to the public on the school district's internet website. ~~Through the facilities of public television, the Board will televise all regular meetings and any special meetings that it deems appropriate to meet the needs of the community and to better educate citizens about the schools. Following approval of the minutes which will be the official record of the meeting, video recordings will be held for six months for reference, then erased.~~
- ~~Video recordings of special hearings will be retained for a minimum of three years. Video recordings, as specified, are for the use of staff members, residents of the school district, and representatives of the news media. Audio recordings are not to be considered part of the minutes of any meeting.~~
- ~~Persons who wish to review any of the above should contact the Superintendent's office. The school system also will utilize the facilities of cable television in interpreting and promoting its various programs.~~

Date of Adoption: 3/7/95

First Reading: April 2, 2024

Second Reading: April 23, 2024

Meal Charging

The Madison Board of Education (the “Board”) is committed to providing nutritious food to students in the Madison Public Schools (the “District”) to support a productive learning environment.

The District does not participate in the National School Lunch Program (NSLP). The Board accepts full responsibility for providing free and reduced-price meals for eligible elementary & secondary students enrolled in the District’s schools.

Charging Meals

The District uses an automated debit-based system for student meal accounts. Students whose accounts have insufficient funds, and who do not bring a meal or other funds to school to pay for meals, may charge meals to their meal accounts. Students will be informed of their right to purchase a meal, which excludes a la carte items, for any school breakfast, lunch or other meal offered by the District, even if the student’s account has insufficient funds. The Board prohibits publicly identifying or shaming a student for any unpaid meal charges, including, but not limited to, the following:

- Delaying or refusing to serve a meal to such student;
- Designating a specific meal option for the student; or
- Otherwise taking any disciplinary action against the student.

Collection of Unpaid Meal Charges

The District’s efforts to recover from households, money owed due to the charging of meals, must not have a negative impact on the children involved and shall focus primarily on the adults in the household responsible for providing funds for meal purchases. The District shall consider whether the benefits of potential collections outweigh the costs that would be incurred to achieve those collections. For purposes of this policy, “delinquent debt” means unpaid meal charges.

The District will contact the parents/guardians of students who charge meals to their meal accounts in order for the District to collect the delinquent debt. The first such communication will be a written communication, by mail or e-mail, after **five (5)** meals have been charged. Subsequent written and verbal communications with parents/guardians concerning delinquent debt will be made as may be necessary and appropriate. All communications regarding unpaid meal charges shall be made directly and discreetly to parents/guardians. Written communications with parents/guardians regarding collection of a student’s unpaid meal charges shall include an application for free or reduced-price meals, information on local food pantries and the Connecticut Department of Social Services’ supplemental nutrition assistance program, and a link to the District’s or Town’s website that lists any community services available to Town residents.

In the event a student’s unpaid meal charges are equal to or more than the cost of thirty (30) meals, the parents/guardians of such student will be referred to the District’s homeless education liaison.

The Board shall comply with applicable federal and state laws and other federal or state requirements concerning the collection of unpaid meal charges. The Board may accept gifts, donations or grants from any public or private sources for the purpose of paying off any unpaid charges for school lunches, breakfasts or other such feeding.

Dissemination of Policy

This policy shall be provided in writing to all households at the start of each school year and to households transferring to the District during the school year. This policy shall be provided to all District staff responsible for

49 its enforcement. In addition, school social workers, nurses, the homeless liaison, and other staff members assisting
50 children in need or who may be contacted by families with unpaid meal charges shall be informed of this policy.

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52 The District shall maintain, to the extent required by law, documentation of the methods used to communicate this
53 policy to households and District staff responsible for policy enforcement.

54
55 The District shall provide this policy to the Connecticut State Department of Education during Administrative
56 Reviews.

57
58 The Superintendent or superintendent’s designee may, if necessary and appropriate, develop administrative
59 regulations in furtherance of this policy.

60
61 **Legal References:**

62 State law:

63 Connecticut General Statutes

64 § 10-215 Lunches, breakfasts and other feeding programs for public school
65 children and employees.

66
67 State of Connecticut, Department of Education, School Health, Nutrition and Family Services
68 Operational Memorandum No. 11-22, “Connecticut Statutory Requirements for Unpaid Meal
69 Charges in Public Schools,” June 15, 2022.

70
71 State of Connecticut, Department of Education, Bureau of Health/Nutrition, Family Services and
72 Adult Education Operational Memorandum No. 4-17, “Guidance on Unpaid Meal Charges and
73 Collection of Delinquent Meal Payments,” Nov. 2, 2016.

74
75 Federal law:

76 7 C.F.R. Part 210 National School Lunch Program.

77 7 C.F.R. Part 220 School Breakfast Program.

78 7 C.F.R. Part 245 Determining Eligibility for Free and Reduced Price Meals and Free Milk in
79 Schools.

80 U.S. Department of Agriculture, Food and Nutrition Service, Policy Memo SP 46-2016, “Unpaid
81 Meal Charges: Local Meal Charge Policy,” July 8, 2016.

82 U.S. Department of Agriculture, Food and Nutrition Service, Policy Memo SP 47-2016, “Unpaid
83 Meal Charges: Clarification on Collection of Delinquent Meal Payments,” July 8, 2016.

84 U.S. Department of Agriculture, Food and Nutrition Service, Policy Memo SP 57-2016, “Unpaid
85 Meal Charges: Guidance and Q&A,” Sept. 16, 2016.

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87
88 First Reading: April 2, 2024

89 Second Reading: April 23, 2024

#3542.4**Lunch Charging**

The Madison Public Schools' food services program is an essential part of the education system. By providing good-tasting, affordable, nutritious meals in pleasant surroundings; we are supporting the learning environment and helping to teach students the value of good nutrition.

The Board accepts full responsibility for providing free and reduced price meals for eligible elementary & secondary students enrolled in the district's schools.

The Board recognizes that there is no legal requirement to allow students to charge meals, and the District strongly discourages the charging of meals. However, it is understood, that an occasional emergency may occur. In the event a student has no money, or their account balance is insufficient, the student will be allowed up to \$20 in meal charges. No snack or a-la-carte items shall be charged. Parents shall be notified of any negative balance and asked for prompt payment. Adults are not allowed to charge meals and shall pay for such meals at the time of service or through pre-paid accounts.

Once a student has reached their charging limit of \$20, they will be offered an alternate meal, which will be identified at the discretion of the District. "Alternate Meals" are not clearly defined in federal and state regulations but refer to a meal served to a student that is different from the day's advertised meal. The District shall determine the alternate meal to be offered.

Legal Reference: Connecticut General Statutes

10-215 Lunches, breakfasts and other feeding programs for public school children and employees.

10-215a Nonpublic school and nonprofit agency participation in feeding programs.

10-215b Duties of State Board of Education re feeding programs.
State Board of Education Regulations

Operational Memorandum #19-10, State of Connecticut, Bureau of Health/Nutrition, Family Services and Adult Education. "Unallowable Charges to No-profit School Food Service Accounts and the Serving of Meals to No-Paying Full and Reduced Price Students.

National School Lunch Program and School breakfast Program; Competitive Foods. (7 CFR Parts 210 and 220, Federal Register, Vol 45 No. 20, Tuesday, January 29, 1980, pp 6758-6772)

State of Connecticut, Bureau of Health/Nutrition, Family Services and Adult Education
Operational Memorandum No. 4-17, "Guidance on Unpaid Meal Charges and Collection of
Delinquent Meal Payments", November 2, 2016.

USDA Guidance:

SP46-2016, "Unpaid Meal Charges: Local Meal Charge Policies"

SP47-2016, "Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payment"

SP57-2016, "Unpaid Meal Charges: Guidance Q and A"

SP58-2016, "2016 Edition: Overcoming the Unpaid Meal Challenge: Proven Strategies from our
Nation's Schools"

Date of Adoption: October 4, 2011
Date of Revision: October 3, 2017
Date of Revision: January 7, 2020



Textbook Adoption Request

Subject Area: Social Studies Course Name: Advanced Placement Psychology

Text Being Replaced: Myers' Psychology for the AP@Course First Edition Copyright Date: 2010

Committee Members: Ron Spears, Julie Johnson, Sue Greenvall, Peter Nye

Reviewed by Students: YES NO

Title of Text: Myers' Psychology for the AP@Course Fourth Edition

ISBN #: 9781319281168 Copyright Date: 2024

Publisher: Bedford, Freeman, & Worth Publisher Address: 2 Crestwood Rd Matawan, NJ 07747

Rationale (Indicate Goals or Objectives Addressed from the Curriculum):

-Both the American Psychological Association's Diagnostic and Statistical Manual and the course framework from Advanced Placement/College Board have been revised multiple times since the publication of the current text, so it is outdated and provides incorrect information in multiple places. In 2022, the American Psychological Association (APA) released recommendations for introductory psychology course content and skills, which are reflected in the 2024 revisions to the AP

Strengths from a Student Perspective:

-Aligned to latest revision to Advanced Placement Psychology course framework
-References the latest revision of the American Psychological Association Diagnostic and Statistical Manual
-"Formatting, information, including tables are organized better." "Images and examples are more inline with modern culture."

Limitations from a Student Perspective:

-Weight of the textbook

Indicate how you will address the limitations of the Selected Text:

-The new textbook will include an online program with an ebook and online testing capabilities, which is particularly important as AP has changed to a fully digital exam beginning in the spring of 2025.
-The textbook is for use outside of class, so students do not need to bring it to class and can leave it at home for reading assignments

Other Texts Considered

The Science of Psychology 6: An Appreciative View
Psychological Science 6th edition

Their Publishing Company:

McGraw-Hill
Norton

Total Number of Copies Needed: Projected Price Per Copy:

Total Number of Students: Grade levels of Students:

Ancillary Material Cost; e.g. teacher's edition(s) software. Please provide detail for ancillary materials:

Materials Requested	ISBN #	Cost per unit	Total Cost
Achieve for Myers' Psychology for the AP Course (Six-Use Online; add-on)	1319551645	39.00	3510.00

- Please submit to Central Office with a copy of the student text 10 days in advance of projected submission to the Superintendent.
- Please provide a quote from Vendor for the requested # of books.

Submitted By:

Name: Title:
Name: Title:

Board of Education Approval Date:



Office of the Superintendent
 Madison Public Schools
 Madison, CT 06443

School Trip Proposal / Request Form Student International Travel

School: Daniel Hand High School Principal: Anthony Salutari
 Date(s) of Trip: _____ Trip Organizer(s): Ella Sayin
 Destination of Trip: London - Paris
 Grade level of student participants: 9-12 No. of Students: 30
 Educational Objectives including related classroom activities prior to / following the trip: _____

Our students will have the opportunity to engage with interactive exhibits and explore real-world applications of mathematical concepts. Additionally, the planned treasure hunts in pairs will not only foster teamwork and problem-solving skills but also encourage students to apply their mathematical knowledge in a practical and dynamic setting. This hands-on approach to learning aims to inspire a deeper appreciation for mathematics and its relevance in the world, ultimately enhancing students' enthusiasm for the subject. London: Science Museum visit: Mathematics: The Winton Gallery, Challenge of Materials, Exploring Space, Antenna - Science News, Math treasure hunt

Funding Source(s): _____

Complete if students are paying for all or part of the trip.

Total fees required from each student: Tour Fee = \$3902
 Transportation Fee = _____

Name of Tour Company: Explorica

Name of transportation service vendor: _____

No. of buses required: _____ Cost per bus: _____

Date / Time of trip: Departing Madison: 4/12/25 Returning to Madison 4/19/25

Number of chaperones on trip: 5

Include the information below when submitting this approval form. (Place a check mark by each item indicating its inclusion in the approval packet.)

- Information outlining parental financial responsibility should there be an emergency cancellation
- Parent / Guardian letter explaining the trip and travel itinerary
- Parent / Guardian Permission and Acknowledgment of Risk for Student International Travel Form
- Emergency Plan (Includes arrangements for medical needs, parent / guardian contact information, access to communication devices, and procedures for general potential emergency situations)
- List of Chaperone Names and Phone Numbers with MPS employees noted
- Telephone Tree in the event of an emergency

Be sure the school administrator has a list of those students participating in the activity and a copy of the emergency contact numbers.



Office of the Superintendent
 Madison Public Schools
 Madison, CT 06443

School Trip Proposal / Request Form Student International Travel

I / We certify that this trip proposal is in accordance with Madison Public Schools policies #5100.8 and #6100.16.1 and corresponding regulations:

[Signature]
 Signature, Trip Organizer(s)

Trip approved

[Signature] 3-28-24
 Signature, Principal / Assistant Principal Date

[Signature] 3/28/24
 Signature, Superintendent or Designee Date

Trip Denied

Reason: _____

 Signature, Superintendent or Designee Date

International Travel Checklist

- Obtained approval at least six (6) months prior to the trip.
- Submitted list of participating students to Principal and Health Office at least three (3) months prior to the trip.
- Submitted an updated list of participating students to Principal and Health Office one (1) month prior to trip.
- Submitted flight, hotel, charter bus, and airport information one (1) month prior to trip.
- Arranged appropriate number of chaperones and provided orientation
- Clearly explained expectations of students
- Received parent permission forms and emergency medical forms



Parent / Guardian Permission & Acknowledgment of Risk for Student International Travel

Trip Organizer Directions: After the *International Travel Proposal / Request Form* has been approved, you are required to complete this form, attach a description of the trip to it, and send it home to parents. Only those students whose parents have signed and returned this form to you will be permitted to go on the international trip. You should follow these directions: 1) Use one form per trip; 2) complete the school portion (top half) of form; 3) duplicate one form per student; and 4) send a copy home for parent and student signatures.

Parent/Guardian Directions: Please read this form, and, if you give your child permission to attend the international trip, sign and return it to your child's trip organizer.

School: Daniel Hand High School Principal: Anthony Salutari

Date(s) of Trip: 4/12/25 - 4/19/25 Trip Organizer(s): Ella Sayin

Destination of Trip: London, Paris

Tour Company : Explorica

Educational Objectives: Our students will have the opportunity to engage with interactive exhibits and explore real-world applications of mathematical concepts. Additionally, the planned treasure hunts in pairs will not only foster teamwork and problem-solving skills but also encourage students to apply their mathematical knowledge in a practical and dynamic setting. This hands-on approach to learning aims to inspire a deeper appreciation for mathematics and its relevance in the world, ultimately enhancing students' enthusiasm for the subject.

Supervision:

- Students will be directly supervised by adults at all times.
- Students will be directly supervised by adults with the following exceptions: while in their hotel room

Transportation Provided: Charter Bus

Air

Related Risks: Swimming Pool Amusement / Theme Park Beach/Ocean Other _____ None

Student Agreement:

While participating on this school trip, I will accept responsibility for maintaining conduct in accordance with the Madison Public Schools Code of Conduct and I will follow directions of the school trip organizers / chaperones at all times.

Student Signature (Gr. 5-12): _____ Date: _____

Parent / Guardian Acknowledgment of Risks:

I understand that participation on this school trip is voluntary and that it exposes my child to some risk(s), indicated above, which will expose my child to some risk of injury or even death. I have read and understand the attached description of the school trip. I also understand the Board of Education nor its employees and volunteers will have any responsibility for the condition or use of any non-school property as a part of participation in this school trip.

Parent / Guardian Permission:

I give permission for _____ to participate in all aspects of this school trip.

Parent / Guardian Signature: _____ Date: _____

The Madison Public Schools cannot be responsible for reimbursements to parents or students of money submitted as "advance payment" (e.g., Broadway shows, transportation, hotels) for any field trip that the district cancels. It is strongly recommended that you personally review any tour contract with a company or commercial carrier, including its stated refund policies, before your child signs up or pays for the trip.



Student International Travel Medical Form

Program Information:

Title / Name of Trip, Activity or Program: _____

Date(s) of Trip: _____ Trip Organizer(s): _____

Destination of Trip: _____

Student Name: _____

Parent/Guardian Name(s): _____

Home Address: _____

Parent / Guardian Home Phone: _____ Cell Phone 1: _____ Cell Phone 2: _____

Health Insurance Provider: _____

Health Insurance Policy #: _____

Primary Subscriber of Medical / Health Policy: _____

Student's Primary Health Care Provider: _____ Phone: _____

Student's Date of Birth: _____

Health History

Allergies/Dietary Restrictions (food, medicine, and environment): _____

Health Conditions and Significant Medical Concerns: _____

Date of Last Tetanus Shot _____

Alternate Contact in Case of Emergency (Parent/Guardian(s) will be contacted first):

Alternate Contact Name: _____ Alternate Contact Phone: _____

Will your child require medication during this trip? Yes No

Medications

- All medications must be in original pharmacy labeled container with student's name, dosage, route, and frequency of administration (include asthma inhalers, Epi Pens, and all regularly or occasionally taken medication)
- Provide only the amount of medication needed for the duration of the trip
- Ensure that your child is capable of self-administering his / her medication
- All medications to be self-administered must have the medical provider's signature of written authorization completed on this form, except for short term prescription medication in pharmacy labeled container (for example: antibiotics)



Student International Travel Medical Form

Please complete the following chart with information of all medications (prescription and non-prescription that the student will need to administer during the trip:

Medication	Dosage and Route to Administer	Frequency or time to take medication	Reason to take medication	Potential side effects

Medical Provider's authorization:

I authorize _____ to self-administer the above listed medications.

Signature of Medical Provider / Date

Parent / Guardian Consent and Release:

I / We, the undersigned parent / guardian, give permission for my / our child to self-administer the above listed medications. I / We agree to release, indemnify and hold harmless the Madison Public Schools and their employees and agents from and against any claim either I / We or my child may have as a result of any act or omission which may arise out of this authorization.

I / We further consent to urgent medical treatment by a health care provider in the event of illness or injury of our child during his / her participation I the trip / activity / program. I / We accept full responsibility for all costs for any medical treatment.

I / We consent for the release of confidential medical information to be released to and from medical providers and the school trip / activity / program organizers and chaperones as needed to maintain my child's health and safety.

Parent / Guardian Signature: _____
(only one signature required)

Date: _____

Curriculum Unit Overviews

Social Studies Courses Ready for Board of Education Adoption in April 2024

- *Grade 6 Social Studies*
- *U.S. History*
- *Civics & American Government*

Grade 6 Social Studies Curriculum Overview

2023-2024

<p>Unit 1 <i>Bringing Order to the City</i></p>	<p>As students enter Grade 6 Social Studies we seek to widen their conception of the world in both time and place. By investigating world civilizations, and making modern connections to them, Unit 1 inculcates a curiosity and appreciation of the world cultures in students through class activities that put the student at the center of learning including acting out literature, conducting an archeological study, role play, and more. A theme that ties unit one together is, bringing order to a growing world. As we make our way around the world through time students explore the many ways different civilizations tried to maintain peace through legal, religious, and artistic means in the growing cities in the ancient world. The unit begins with a study of prehistoric hunter-gatherer cultures. By putting students in the boots of an archeologist students learn that other cultures are unique in their own right and have a dignity to be honored. By learning about others we can learn about ourselves. In this light, students then explore Egypt, the role of law and literature in Mesopotamian society, social obligations in ancient China, and social class and mobility in ancient India. To support students in their inquiry nonfiction reading skills and geography skills are regularly integrated throughout the unit.</p> <p>Profile of a Graduate Capacities: Citizenship</p>
<p>Unit 2 <i>The Spread of Ideas</i></p>	<p>While following Unit 1 chronologically, the theme of Unit 2, the Spread of Ideas, marks a distinct shift in historical focus. We live in the digital age, a time in which ideas and knowledge spread in nanoseconds. The amount of time it takes for the amount of knowledge in the world to double is now down to less than a year and experts predict it will be down to less than a day before long. Our unit will examine key moments in history that helped the amount of knowledge to vastly increase and the effects of that spread of knowledge. Students start their study with an examination of Roman infrastructure and how the arch, roads, and empire connected people to grow learning. Included in this portion is an investigation of the use of parables in Christianity as a means of oral transmission of the faith. As we make our way to the Han and Song Dynasties of classical China, we focus on the Chinese inventions of the printing press and compass. In each of these cases students predict the potential applications and impact of these inventions on the growth of knowledge. Students continue to the House of Wisdom of Baghdad was the learning center of the Muslim Empire, located at the crossroads of the world's great civilizations and a rich culture of learning resulted. Students finally examine the interdependence of economies through a study of the inflation caused by the Mali King, Mansa Musa's hajj to Mecca. Throughout the unit, activities that involve constructing, simulating, designing or interpreting are at the center of the student experience. Students are required to predict, extrapolate, and question the impact and meaning of the inventions on the spread of ideas. The exploration of each civilization is supported by nonfiction reading/listening sources and engaging geography skills. At the end of the unit, students will design an object to sell at our grade-wide trade fair as a summative assessment. The materials, symbols, shape, and design of their object will demonstrate aspects of the theme, content, and skills that were woven throughout the unit.</p> <p>Profile of a Graduate Capacities: Product Creation</p>
<p>Unit 3 <i>Worlds Collide</i></p>	<p>Our previous study of the Medieval World sets the stage for Unit 3 in which the civilizations of the Middle East, the Americas, Africa, and Asia often collide. The guiding capacity for Unit 3 is alternate perspectives and a central question asked throughout the unit is, whose story is being told? As students seek to answer versions of that question they will use primary sources to support and critique the historical record. Students first apply this question in their study of Marco Polo in which they contrast two authors' opinions of whether the explorer actually traveled to China. Later in the unit, during their study of the Renaissance, students gather evidence to answer the question, "Was Galileo a heretic?" When the students investigate the conquistadors of the sixteenth century they ask, "Should it be called Pizzaro's conquest of the Inca" or "The Great Incan Rebellion?" Later, students critique the underlying values of Bartolome de las Casas and Juan Gines De Sepulveda who each debated about the Spanish treatment of Native Americans for the King of Spain. Finally, students examine the scramble for Africa from both the European and African perspectives. In each of these cases, students are encouraged to demonstrate the many aspects of global thinking. As students seek to draw conclusions about each of these historic instances, they are encouraged to keep an open mind to all perspectives. As objective historians, they seek to identify the values and principles, the merits and limitations, of</p>

	<p>all of the perspectives they are studying. Indeed, extreme black and white responses are often an oversimplification of complex issues. As in the previous units, student learning about these events is supported by nonfiction reading and geography skills.</p> <p>Profile of a Graduate Capacities: Alternate Perspectives</p>
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U.S. History Curriculum Overview

2023-2024

<p>Unit 1 <i>American Imperialism and Progressive Era 1900-1920</i></p>	<p>The excesses of the Gilded Age and the completion of our quest to control the west led to a critical reexamination of our nation. Reformers, called Progressives, sought to right many of the wrongs they saw within Gilded Age America, seeking to protect social welfare, encourage moral improvement, reform the economy, and increase effectiveness and efficiency. The umbrella of Progressivism was so large, and their goals so broad, many reformers who called themselves Progressives actually worked in opposition to each other. At the same time, the closing of the frontier and accomplishment of our Manifest Destiny led the United States to reevaluate its place in the world and begin to emerge onto the world stage in a way that it had never done before. In this unit, students will explore this key transitional period in American history through the course themes of equality, economics, and foreign policy.</p> <p>Profile of a Graduate Capacities: Analyzing, Alternate Perspectives</p>
<p>Unit 2 <i>Roaring 20s, Great Depression, and New Deal 1920s & 1930s</i></p>	<p>In this unit, students will examine the tumultuous decades of the 1920s and 30s, focusing on the main themes of equity, economics, and foreign policy.. They will explore the economic conditions that led to the boom of the late 20s and the bust of the Great Depression. They will examine the government's role in the creation of the economic prosperity of the 20s as well as their attempts to overcome the challenges of the Depression. At the same time, students will examine the continued efforts by marginalized groups to obtain their piece of the American dream, and the attempts by some to prevent them from doing so. In the PBA for the unit, students will take a closer look at some of the government's actions in the New Deal and recommend actions for what the government could have done differently to achieve greater relief, recovery, or reform.</p> <p>Profile of a Graduate Capacities: Idea Generation</p>
<p>Unit 3 <i>World War II and Early Cold War WWII-1954</i></p>	<p>This unit will focus on examining World War II through the lens of the three main themes of the course (Equity, Economics, and Foreign Policy). Students will explore American attitudes towards the war before our involvement and how we ultimately came to join the war. Much of the unit will focus on the homefront and the impact of the war on the American economy and traditionally marginalized groups in the country (women, African Americans, Asian Americans). Students will also explore the foreign policy aspects of the war, examining the meetings of the Big Three during the war and the factors surrounding Truman's decision to drop the atomic bombs on Japan. Students will also explore how World War II led directly to the Cold War. Students will explore the early crises of the Cold War and how the United States came to pursue a policy of containment and the consequences of such a policy.</p> <p>Profile of a Graduate Capacities: Alternate Perspectives, Decision Making</p>
<p>Unit 4 <i>Civil Rights and Continuing Cold War 1954 - 1973</i></p>	<p>In this unit, students will explore the tumultuous 20 years from the mid -1950s to the mid-1970s. Continuing to focus on the themes of equality, economics, and foreign policy, students will examine the Civil Rights movement and other movements it inspired. Students will pay particular attention to how groups of citizens can effectively create change in society. They will also explore the nation's evolving Cold War policy and its deepening involvement in Vietnam, culminating in the Vietnam war and the anti-war movements.</p> <p>Profile of a Graduate Capacities: Citizenship</p>
<p>Unit 5 <i>The Rise of Conservatism 1974 - 1992</i></p>	<p>In this unit, students will explore the malaise of the 1970s and the resulting "Reagan Revolution," focusing on the course themes of equity, economics, and foreign policy. In particular, students will focus on uncovering what led to the rise of the modern conservative movement, including stagflation in the 1970s, the rise and fall of Richard Nixon, the turmoil of the Carter Administration, and the presidency of Ronald Reagan.</p> <p>Profile of a Graduate Capacities: Analyzing</p>

U.S. History Curriculum Overview

2023-2024

<p><u>Unit 6</u> <i>Modern America</i> <i>1993-Present</i></p>	<p>In this final unit, students will be exploring modern America, continuing to focus on the themes of civil rights, economics, and foreign policy. Students will examine the presidencies of Clinton, Bush, and Obama with a major emphasis on the economic boom of the 90s (and subsequent crash), the wars in Afghanistan and Iraq, and the financial crisis of 2008. In the PBA for this unit, students will use their knowledge of the preceding decades to try to make logical predictions for what the future holds for the United States.</p> <p>Profile of a Graduate Capacities: Idea Generation, Product Creation</p>
<p><u>Research</u> <u>Unit</u></p>	<p>This unit provides students with the opportunity to embark on an in-depth, independent study of a topic of personal interest. Throughout this unit, using a "workshop-style" model, students will work with their peers and the instructor as they build a culminating argumentative research paper. Activities will be dedicated to an application of skills as well as reflection on the research and writing processes. Students will begin with the vital task of proper topic selection, followed by careful development of a workable research question and then the construction of a strong thesis statement. Students will narrow, broaden, or shift the focus of their papers as they research using both primary and secondary sources. Students will actively search for, evaluate, and read a variety of sources, take organized notes on evidence that supports their thesis statements, while properly citing all sources. After they organize their evidence using an outline structure, they will begin writing a formal research paper that clearly supports their thesis statement and demonstrates their understanding of the topic. Their papers will not be mere reports on historical facts, but rather argumentative papers that add to the scholarship on their topics. Throughout the process, teachers will conference with students and help guide them through this independent project.</p> <p>Profile of a Graduate Capacities: Analyzing, Design</p>

<p>Unit 1 <i>Foundations of American Democracy</i></p>	<p>The first unit establishes the overarching mission and foundation for the Civics and American Government course. Students will identify a significant contemporary issue of personal interest which they wish to investigate throughout the course.</p> <p>Concepts of power, influence, and control are inseparable from the study of government. Understanding both the source and legitimacy of power will help the student understand many of the foundational concepts of the American Constitutional Republic. To inform their exploration, students will study the early philosophers and the different theories on how power is allocated in a government and also where the legitimacy of power is based. Students will connect this concept to their selected issue being followed throughout the course, examining the people, groups, and government organizations that may have power, influence, or control relative to their issue, as well as whether these individuals should be in control of this issue.</p> <p>Continuing with the theme of power, students will then look at various trends and events leading to the Declaration of Independence and American Revolution. This study will take place from multiple perspectives, considering both the viewpoints of the Patriots and Loyalists and their determination as to how to move towards the establishment of a new, independent nation. Students will journey through this process, understanding that the ineffectiveness of the Articles of Confederation would require "Constitutional compromises" from the powerful elite meeting together for a summer in Philadelphia. Much of what would come from these compromises represent not only a particular demographic perspective, but also a view of the ideological divide between Federalists and Antifederalists.</p> <p>Profile of a Graduate Capacities: Analyzing, Inquiry</p>
<p>Unit 2 <i>Interactions Among Branches of Government</i></p>	<p>In 1787 the Founding Fathers established a Federal Republic through a Constitution which established core principles of democracy: equality, rights, liberties, opportunities, and security. Central to those principles is the concept of consensus. Over 200 years later, the importance of the role of consensus will allow the student to better grasp the inner workings of the American democratic system. The Unit on "Governing by Consensus" focuses on the structure, function, and relationship between and among branches in the federal government and local, state, and national governmental bodies. Through a deeper look into the principles of the Constitution, students will know and be able to apply knowledge and concepts about government power and purpose as the Founding Fathers may have intended. Students will discuss the organization of the government at the federal level, and may also compare those structures to state and local government structures. In particular, the unit will ask students to consider the reasoning behind laws, how they impact their daily lives, and the benefits and drawbacks of making decisions (legislating) by consensus. In a government that was established to consider equal representation and power of the majority, students will define consensus and evaluate how citizens work together within this social contract. Students, as lawmakers, will further their understanding of the way in which the Framers established the lawmaking process.</p> <p>Profile of a Graduate Capacities: Idea Generation, Product Creation, Citizenship</p>
<p>Unit 3 <i>Political Participation</i></p>	<p>Essential to the health of the American political system is an active and informed electorate. Throughout this unit, students will explore the full range of the political spectrum, reflecting on their own beliefs and roles as active participants in the election process. Beyond the historical components of voting and voter rights, student focus will be to investigate the factors which influence an individual's political attitudes and actions to better understand voter behavior. Students will question and research political, economic, social, and geographic influences on voter behavior. In addition, a comprehensive look at political parties and their platforms will guide students as they dissect the</p>

	<p>structure and elements of elections, the campaign process, and campaign finance. Students will be able to recognize and assess many factors, including the role of the media and outside interest groups, which influence the political process and voter consensus.</p> <p>Profile of a Graduate Capacities: Idea Generation, Product Creation, Citizenship</p>
<p>Unit 4 <i>Civil Liberties, Civil Rights, and the Common Good</i></p>	<p>As students prepare to understand both individual rights and the common good, they will need to analyze how the Constitution and government are both limited and powerful as they aim to protect the citizen. Students will learn that the federal powers, as outlined in the Constitution and interpreted by the Judiciary, guide the operations of the US government. Students will also break down how both formal and informal change occurs in government, especially considering the enduring nature of a 200 year-old Constitution. Students will examine the process to amend the Constitution and the additions to the original text. Additionally, they will break down how interpretation and judicial review potentially exert the power of change in government . Students will learn, through case study, how the Supreme Court has broad power in government through its rulings on specific Constitutional issues, as established through precedent in landmark cases. Concepts of judicial activism, judicial restraint, and strict vs. loose constructionism will help students to dissect some of these past court rulings and determine how the court may rule on future issues. The unit will ask students to apply these lessons, from the judiciary to the Bill of Rights, to their own lives, weighing the balance between Individual rights and the common good. Specific Constitutional rights and liberties, as outlined in the First, Fourth, and Fourteenth Amendments, will be used to exemplify this balance between personal freedoms and the common good.</p> <p>Profile of a Graduate Capacities: Design, Citizenship, Product Creation</p>

Board of Education Regular Meeting
Tuesday, April 2, 2024 7:30 PM

Town Campus Hammonasset Room/Zoom
10 Campus Drive
Madison, CT 06443

Subject to Approval

Meeting Minutes

Video documentation of these proceedings can be found in the Meetings/Minutes section of the website

I. Call to Order / Attendance

The regular meeting of the Madison Board of Education was called to order by Chairman Seth Klaskin at 7:30 p.m. Mr. Klaskin led the Pledge of Allegiance.

Present: Galen Cawley, Mary Ann Connelly, Diane Infantine-Vyce, Seth Klaskin, Maureen Lewis (on Zoom), Christine Maisano, Cathy Miller, Steven Pynn, Emily Rosenthal

Also present: Craig Cooke, Ph.D., Superintendent; Gail Dahling-Hench, Assistant Superintendent; Heather Dobson, Director of Human Resources; Adam Levitus, Colliers International

II. School / Community Session

No members of the public spoke.

III. Board of Education Student Representatives' Report

Eli Ackerman and Brooke Anderson

Eli reported that SAT and NGSS testing is complete, NHS applications are out, Hands on Stage's spring musical is April 18-20, Hand's Got Talent show is April 26, spring sports are underway, and in Advisory junior class groups recently met with sophomore groups to discuss junior year. Brooke was unable to attend the meeting.

IV. Superintendent's Report

Craig A. Cooke, Ph.D.

- Multilingual Learners Family Art Night – Mrs. Dahling-Hench shared that the annual Multilingual Learners Family Art night took place this evening and was very well attended. She thanked staff for making this great community event possible.
- Neck River Elementary School Project Update – Adam Levitus from Colliers International gave an update on the project. He reiterated that the project is on time and on budget and shared information about the next phase of construction. The report can be heard in full on the meeting recording.
- 2024-2025 Budget Reduction – Dr. Cooke shared that the Board of Finance cut the Board of education proposed budget by \$240,000. He and the administrative team have identified areas to make the reductions. The board will not vote on the specific reductions until after the Budget Referendum.

- Paraprofessional Appreciation Day - April 3 is Paraprofessional Appreciation Day. Dr. Cooke thanked the many paras we have at MPS for the work they do each and every day to help us deliver education.

V. Board Members' Comments

No Board member comments.

VI. Audience Response to Information Presented (Ref. Bylaw #9540.10)

No members of the public spoke.

VII. Consent Agenda (Ref. Bylaw #9540.2)

- Line Item Transfers as of March 28, 2024
- Budget Expenditures as of March 28, 2024
- March 2024 Personnel Report

VIII. Action Item: Motion to approve the Consent Agenda

MOTION: by Rosenthal, seconded by Infantine-Vyce to approve the consent agenda.

AYES: Cawley, Connelly, Infantine-Vyce, Klaskin, Lewis, Maisano, Miller, Pynn, Rosenthal

NAYS:

ABSTAIN:

MOTION CARRIED: 9 – 0

IX. Board Committees / Liaison Updates (Ref. Bylaw #9450)

Curriculum and Student Development

Members: Steve Pynn, Chair; Catherine Miller, Mary Ann Connelly

Mr. Pynn reported on the meeting that took place earlier in the evening. The committee heard a presentation on Social Studies units up for adoption, a textbook adoption, and a proposed international trip to London and Paris.

Facilities Committee

Members: Emily Rosenthal, Chair, Steven Pynn, Diane Infantine-Vyce

Mrs. Rosenthal reported that the committee took a tour of the Brown School renovations. All committee members were very impressed with the transformation of the 300 wing.

Finance Committee

Members: Galen Cawley, Chair, Christine Maisano, Emily Rosenthal

Mr. Cawley reported on the meeting that took place earlier in the evening. The committee discussed formally asking the town to place funds the board returned last year into the special education reserve fund to cover unanticipated costs this current year. Dr. Cooke also shared with the committee the plan he and the administrative team propose to make up the \$240,000 cut the Board of Finance recently approved for next year's budget.

Personnel Committee

Members: Maureen Lewis, Chair; Catherine Miller, Mary Ann Connelly

No report.

Policy Committee

Members: Diane Infantine-Vyce, Chair; Maureen Lewis, Galen Cawley

Dr. Infantine-Vyce gave a report on the following policies:

Policy for Rescission, First Reading:

- 9550 Board Hearings / Appeal Proceedings
- 9850 Board Member Insurance / Liability

Policy for Rescission, Waive Second Reading:

- 8110 Purpose and Role of the Board
- 8111 Board Liaison to Schools

Policy for Review, First Reading:

- 9440 Board-Superintendent Relationship
- 9540.5 Parliamentarian
- 9540.12 Broadcasting/Taping of Meetings
- 3542.4 Meal Charging

LEARN Liaison

Mary Ann Connelly

X. Action Item: Motion to waive the second reading and rescind the following policies: 8110 Purpose and Role of the Board and 8111 Board Liaison to Schools

MOTION: by Infantine-Vyce, seconded by Rosenthal to waive the second reading and rescind the following policies: 8110 Purpose and Role of the Board and 8111 Board Liaison to Schools.

AYES: Cawley, Connelly, Infantine-Vyce, Klaskin, Lewis, Maisano, Miller, Pynn, Rosenthal

NAYS:

ABSTAIN:

MOTION CARRIED: 9 – 0

XI. Action Item: Motion to approve the disposal of electronic waste.

MOTION: by Rosenthal, seconded by Infantine-Vyce to approve the disposal of electronic waste.

AYES: Cawley, Connelly, Infantine-Vyce, Klaskin, Lewis, Maisano, Miller, Pynn, Rosenthal

NAYS:

ABSTAIN:

MOTION CARRIED: 9 – 0

Motion to add an agenda item to approve a request that the district funds returned to the Town at the end of the previous fiscal year (2022-23), in the amount of \$226,000, be returned to the Board of Education to cover unanticipated special education costs.

MOTION: by Infantine-Vyce, seconded by Rosenthal to add an agenda item to approve a request that the district funds returned to the Town at the end of the previous fiscal year (2022-23), in the amount of \$226,000, be returned to the Board of Education to cover unanticipated special education costs.

AYES: Cawley, Connelly, Infantine-Vyce, Klaskin, Lewis, Maisano, Miller, Pynn, Rosenthal

NAYS:

ABSTAIN:

MOTION CARRIED: 9 – 0

XII. Action Item: Motion to approve a request that the district funds returned to the Town at the end of the previous fiscal year (2022-23), in the amount of \$226,000, be returned to the Board of Education to cover unanticipated special education costs.

MOTION: by Infantine-Vyce, seconded by Cawley to make a friendly amendment to the motion to read as follows: to approve a request that the district funds returned to the Town at the end of the previous fiscal year (2022-23), in the amount of \$226,541, be returned to the Board of Education to cover unanticipated special education costs.

AYES: Cawley, Connelly, Infantine-Vyce, Klaskin, Lewis, Maisano, Miller, Pynn, Rosenthal

NAYS:

ABSTAIN:

MOTION CARRIED: 9 – 0

MOTION: by Infantine-Vyce, seconded by Connelly to approve a request that the district funds returned to the Town at the end of the previous fiscal year (2022-23), in the amount of \$226,541, be returned to the Board of Education to cover unanticipated special education costs.

AYES: Cawley, Connelly, Infantine-Vyce, Klaskin, Lewis, Maisano, Miller, Pynn, Rosenthal

NAYS:

ABSTAIN:

MOTION CARRIED: 9 – 0

XIII. Action Item: Motion to approve the minutes of the March 19, 2024 Board of Education Meeting (Ref. Bylaw #9540.9)

MOTION: by Infantine-Vyce, seconded by Rosenthal to approve the minutes of the March 19, 2024 Board of Education meeting.

AYES: Cawley, Connelly, Infantine-Vyce, Klaskin, Lewis, Maisano, Miller, Pynn, Rosenthal

NAYS:

ABSTAIN:

MOTION CARRIED: 9 – 0

XIV. Executive Session

XIV.A. Action Item: Motion to enter into Executive Session to discuss Non-Renewals for the 2024-2025 School Year and invite in Dr. Cooke and Heather Dobson.

MOTION: by Rosenthal, seconded by Infantine-Vyce to enter executive session.

AYES: Cawley, Connelly, Infantine-Vyce, Klaskin, Lewis, Maisano, Miller, Pynn, Rosenthal

NAYS:

ABSTAIN:

MOTION CARRIED: 9 – 0

XIV.B. Action Item: Motion to return to Regular Session

MOTION: by Pynn, seconded by Infantine-Vyce to return to regular session.

AYES: Cawley, Connelly, Infantine-Vyce, Klaskin, Lewis, Maisano, Miller, Pynn, Rosenthal

NAYS:

ABSTAIN:

MOTION CARRIED: 9 – 0

XV. Action Item: Non-Renewal(s) for the 2024-2025 School Year

MOTION: by Pynn, seconded by Infantine-Vyce that the contract for employment for Megan Bucknall and Allison McMahon not be renewed for the following year, based upon a reduction in force, upon its expiration at the end of the 2023-2024 school year, and that the superintendent of Schools is directed to advise such persons in writing of this action.

AYES: Cawley, Connelly, Infantine-Vyce, Klaskin, Lewis, Maisano, Miller, Pynn, Rosenthal

NAYS:

ABSTAIN:

MOTION CARRIED: 9 – 0

XVI. Future Agenda Items

XVII. Meetings / Dates of Importance (see attached)

XVIII. Adjournment

MOTION: by Infantine-Vyce, seconded by Connelly to adjourn at 8:55 p.m.

AYES: Cawley, Connelly, Infantine-Vyce, Klaskin, Lewis,
Maisano, Miller, Pynn, Rosenthal

NAYS:

ABSTAIN:

MOTION CARRIED: 9 – 0

The Town of Madison does not discriminate on the basis of disability, and the meeting facilities are ADA accessible. Individuals who need assistance are invited to make their needs known by contacting the Town ADA/Human Resources Director, Debra Ferrante, at 203-245-6310 or by email at ferranted@madisonct.org at least five (5) business days prior to the meeting.