Colchester School Board Meeting Agenda and Packet April 4, 2023

Colchester School District Board of Education Meeting Agenda April 4, 2023 - 7:00 P.M. Colchester High School Library

Agenda

I.	Call to Order	
II.	Citizen Participation	
III.	Approval for Town of Colchester Easement at Laker Lane/Blakely Road	Action
IV.	Hear Colchester School District Audit Report FY'22	Information
V.	Approval of CSD Credit Card Resolution	Action
VI.	Approval for Purchase of Laptops at CHS and Chromebooks at CMS	Action
VII.	Second and Final Reading of Family/Parental and Medical Leave Policy: D14	Action
III.	Approval of Proposed Change to the 2022-2023 Calendar	Action
IX.	Approval of Consent Agenda	Action
X.	Approval of Meeting Minutes: March 21, 2023	Action
XI.	Board/Administration Communication, Correspondence, Committee Reports	Information
XII.	Future Agenda Items	Information
III.	Adjournment	

*Meeting Participation and Viewing Options

Meetings are open to the public unless warned otherwise. Colchester citizens have an opportunity to speak or comment on any items listed on the agenda. For topics not listed on the agenda, public comment can be made during the Citizen's Participation agenda item. Please review the Public Comment Rules listed at www.csdvt.org/schoolboard prior to the meeting. If not attending in person, citizens may also participate in the meeting by emailing a prerecorded message to schoolboard@colchesters.org with "Citizens Participation" listed in the subject line. It must be received by noon on the day of the meeting, include your full name and phone number, and follow the Public Comment Rules. LCATV will provide live stream coverage via: www.lcatv.org/live-stream-3.



781 Blakely Road • Colchester, Vermont • 05446 • 802.264.5500

www.colchestervt.gov

March 1, 2023

Delivered Electronically

Amy Minor, Superintendent Colchester School District 125 Laker Lane, PO Box 27 Colchester, VT 05446

Re: Blakely and Laker Lane Intersection

Mrs. Minor,

As you know, the Town of Colchester is proposing the construction of a Colchester Recreation Center (CRC) which will include a driveway entrance at the intersection of Laker Lane and Blakely Road. The Traffic Impact Assessment for the project states that a signalized intersection at Laker Lane and Blakely Road is warranted for the additional traffic expected to be generated by the CRC. The design for that signalized intersection requires both permanent and temporary easements from the school district property on Laker Lane.

With the construction of the signalized intersection, the access to and egress from Laker Lane will be improved. For this reason, we are hoping that the school district will elect to donate the property in order to expedite the project and help mitigate the overall cost of this important project.

Included with this letter are a Quitclaim Deed of Easement and a right-of-way plan showing how the project will fit relative to the school district property. If needed, a full size set of plans will be made available at the town hall, public works office. The Quitclaim Deed of Easement includes a donation clause, so if the school district decides it will not donate the easements please contact me directly so I can work on a revised easement document and compensation offer.

Please call or e-mail me if you have any questions. Thank you.

Sincerely,

Amanda Clayton, P.E., Town Engineer

Department of Public Works E: aclayton@colchestervt.gov

P: 802.264.5639

Enclosures:

- 1. Quitclaim Deed of Easement
- 2. Right-of-Way Plan

QUITCLAIM DEED OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that COLCHESTER TOWN SCHOOL DISTRICT, a municipal corporation in the Town of Colchester, County of Chittenden and State of Vermont, GRANTOR, in the consideration of One and More Dollars, and other valuable consideration tendered to Grantor's full satisfaction, by the TOWN OF COLCHESTER, a Vermont municipal corporation in the County of Chittenden and State of Vermont, GRANTEE, by these presents, has REMISED, RELEASED, AND FOREVER QUITCLAIMED unto the said Grantee, TOWN OF COLCHESTER, and its successors and assigns forever, such permanent and temporary rights and easements for the purpose of constructing and maintaining a signalized intersection and associated improvements for public use over, on and through lands of the Grantor in the Town of Colchester, County of Chittenden, and State of Vermont, described as follows:

Being a portion of the same land and premises conveyed to Colchester Town School District by Warranty Deed of George Crocker and Woodland Cottages dated June 7, 1972 and recorded at Volume 20, Page 259 of the Town of Colchester Land Records (the "Property").

Being a parcel of land, together with all rights and easements therein, as depicted on the plans entitled "Bayside Park Community Recreation Center, Blakely Road & Laker Lane, Colchester, VT, T-07 Easement Plan", prepared by Trudell Consulting Engineers, and dated October 27, 2022, last revised October 27, 2022 and on file in the Town of Colchester Land Records (the "Plan"), with a copy of this plan included as Exhibit A and hereto attached. The rights and easements conveyed herein are more particularly described as follows:

Permanent Easement

The permanent easement, depicted on the Plan as "PERMANENT TRAFFIC SIGNAL EASEMENT 3,6565 SF", is intended to grant and convey to the Grantee those property rights necessary and incidental for the construction, reconstruction, replacement, repair, maintenance and public use of a signalized intersection with related improvements, some or all of which are to be located on the Property. The permanent easement is more particularly described as follows:

A permanent easement for constructing, maintaining, and servicing a signalized intersection for use by the general public and all improvements and appurtenances thereto, in an area of 3,656 square feet, more or less, right of and between approximate stations 13+05.36 and 14+35.36 of the established centerline of the project.

Grantor, for itself and its successors and assigns, hereby covenants not to modify the contour of said easement areas, or place any obstacles, structures, landscaping, or other improvements within said easement areas which shall prevent or adversely affect Grantee's or the public's ability to use such easements and rights-of-way.

Temporary Easement

In connection with planned construction upon and adjacent to Grantor's land, Grantor, for itself and its successors and assigns, hereby conveys the following temporary easement, depicted on the Plan as, "TEMPORARY CONSTRUCTION EASEMENT 2,094 SF". The temporary easement shall expire once construction and improvements are complete. The temporary easement is more particularly described as follows:

A temporary easement during the period of construction to enter upon land of the Grantor, for construction purposes, including the right to cut and dispose of all trees, down timber, stubs, brush, bushes, and debris, install project demarcation fence, as necessary, and undertake general construction functions: in an area of 2,094 square feet, more or less, right of and between approximate stations 13+35.36 and 14+05.36 of the established centerline of the project.

Restoration

As a condition hereof, Grantee shall, upon completion of construction activities, return the ground vegetation, topsoil or asphalt disturbed to its prior condition, so far as practicable.

Reference is hereby made to the Plan in further aid of this description and the extent and nature of the easement rights granted herein.

Reference is hereby made to the above-mentioned instruments, the records thereof, the references therein made, and their respective records and references, in further aid of this description.

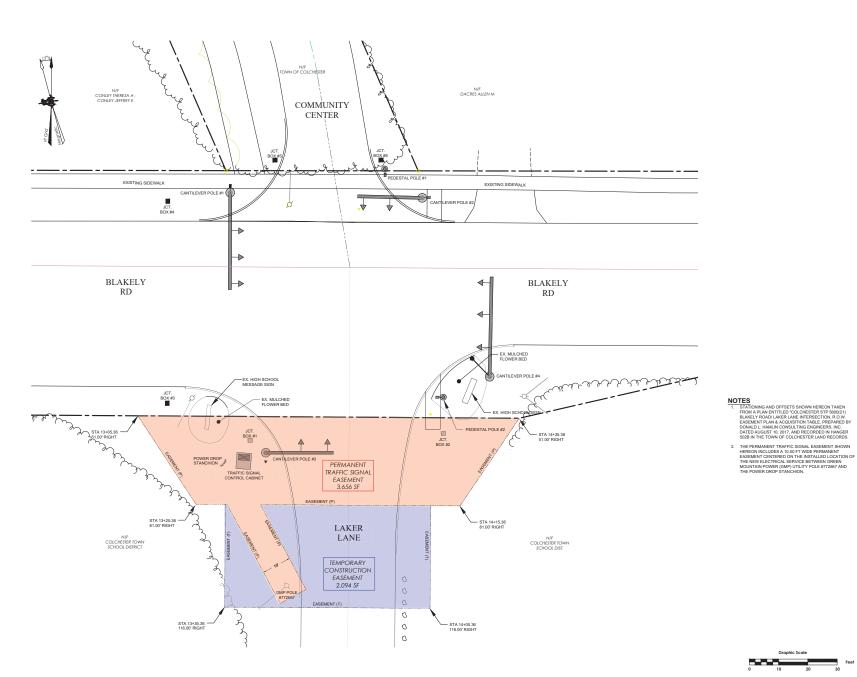
The Grantor, having been fully informed of its right to receive just compensation for the acquisition of its property, hereby acknowledges, waives and releases the Grantee from Grantor's right to receive just compensation determined by an appraisal as well as the Town's obligation (if applicable) to perform and provide an appraisal.

TO HAVE AND TO HOLD all right and title in and to the said quitclaimed premises, with the appurtenances thereof, to the said Grantee, TOWN OF COLCHESTER, a Vermont municipality, and Grantee's successors and assigns forever;

AND FURTHERMORE, the said Grantor, TOWN OF COLCHESTER SCHOOL DISTRICT, for Grantor and Grantor's successors and assigns, does covenant with the said Grantee, and Grantee's successors and assigns, that from and after the ensealing of these presents, TOWN OF COLCHESTER SCHOOL DISTRICT will have and claim no right in or to the said quitclaimed premises.

TOWN OF COLCHI	ESTER SCHOOL DIS	STRICT, hereunto sets its hand and
seal this day of	, 2023.	
	TOWN OF C	COLCHESTER SCHOOL DISTRICT
	Agent	, Duly Authorized
STATE OF VERMONT CHITTENDEN COUNTY, SS		
At, Dul personally appeared and he/s	this day of _ y Authorized Agent of T he acknowledged this in	, 2023, Town of Colchester School District, astrument, sealed and subscribed, to
be his/her free act and deed a District,	nd the free act and deed	l of Town of Colchester School
	Notary Publ	ic sion expires: 1/31/2025
	IVI Y COMMINIS	MON CAPITOS. 1/ 31/ &U&J

Exhibit A





Revisions No. Description A Revision XX/XX/XXX XXX

Owner and Architect, are responsible for final design and location of buildings shown, including an area measured a minimum five (5) feet around any building and coordinaling final utility connections shown on these plans.

A. Prior to using these plans for construction layout, the user shall contact TCE to ensure the plan contains the most current revisions.

current revisions.

5. These Drowings are specific to the Project and are not transferable. As instruments of service, these drawings, and copies thereof, furnished by ICG are its exclusive property. Changes to the drawings may only be made by ICE. If errors or omissions are discovered, they shall be brought to the attention of ICE immediately.

It is the User's responsibility to ensure this copy contains the most current revisions.



Bayside Park Community **Recreation Center** Blakely Road & Laker Lane Colchester, VT

T-07 Easement Plan

Date:	27-OCT-2022
Scale:	1" = 20"
Project Number:	22-537
Drawn By:	RD
Project Engineer:	RJD
Approved By:	



Colchester School District

Administrative Offices, 59 Rathe Road, PO Box 27, Colchester, Vermont 05446 Phone: (802) 264-5999 • www.csdvt.org • Fax: (802) 318-4669

MEMO

To:

School Board Directors

From:

George A. Trieb, Jr.

Subject:

Purchase of Replacement Devices

Date:

March 28, 2023

The purpose of this memorandum is to obtain approval from the school board for the planned and budgeted expenditure of \$196,797.35 for the acquisition of one hundred eighty-five (185) Dell Chromebooks 3110 and one hundred seventy (170) Dell Latitude 3420 laptops. These purchases are part of the district's annual replacement plan for student devices for each building as shown in the table below.

DEVICE	SCHOOL	AMOUNT	COST
Dell Chromebook 3110 2-in-1	CMS	185	\$67,767.35
Dell Latitude 3420 Laptop	CHS	170	\$129,030.00
TOTAL COST			\$196,797.35

The quote for the devices are attached. The district would be purchasing off from the State of Vermont contract, and therefore, does not need to solicit three bids.

An appropriate motion would be: "I move to authorize the Business and Operations Manager to purchase IT equipment as requested."



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

Quote No. **Total**

Customer# Quoted On Expires by

Contract Name

Contract Code Customer Agreement #

Deal ID

3000146402025.3

\$67,767.35 1920750 Mar. 15, 2023 Apr. 14, 2023

Dell Midwestern Higher **Education Compact**

(MHEC) Master Agreement

C000000979569 MHEC-04152022

25431866

Lauren Rodig Sales Rep

Phone (800) 456-3355, 6186195 Email Lauren.Rodig@Dell.com **Billing To TAMMI TANDY**

COLCHESTER SCHOOL DISTRICT

131 LAKER LN

COLCHESTER, VT 05446

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards, Lauren Rodig

Shipping Group

Shipping To

TAMMI TANDY COLCHESTER SCHOOL DISTRICT 131 LAKER LN COLCHESTER, VT 05446 (802) 264-5766

Shipping Method

Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Chromebook 3110 2-in-1	\$334.25	185	\$61,836.25
NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)	\$32.06	185	\$5,931.10

 Subtotal:
 \$67,767.35

 Shipping:
 \$0.00

 Non-Taxable Amount:
 \$67,767.35

 Taxable Amount:
 \$0.00

 Estimated Tax:
 \$0.00

Total: \$67,767.35

Shipping Group Details

Shipping To

Shipping Method

TAMMI TANDY COLCHESTER SCHOOL DISTRICT 131 LAKER LN COLCHESTER, VT 05446 (802) 264-5766 Standard Delivery Free Cost

		\$334.25	Quantity 185	Subtotal \$61,836.25
Chromebook 3110 2-in-1 Estimated delivery if purchased today: Mar. 21, 2023 Contract # C000000979569 Customer Agreement # MHEC-04153022		\$334.23	103	ф0 1,0 30.23
Customer Agreement # MHEC-04152022 Description	SKU	Unit Price	Quantity	Subtotal
Dell Chromebook 3110 2-in-1	210-BCGJ		185	×
Intel(R) Celeron(TM) N4500 (2 Core, 4M cache, base 1.1GHz, up to 2.8GHz), 8GB Memory, 32GB Storage	329-BGMC)()	185	ā
8GB 2933MHz LPDDR4 Non-ECC	370-AGYV		185	室
32GB eMMC Hard Drive	400-AWCZ	(#	185	-
11.6" HD (1366 x 768) Anti-Glare Touch, Camera & Microphone, WLAN Capable, with Pen Support	391-BGHM	38	185	Ÿ
Single Pointing Non Backlit, English US	580-AJZY	120	185	-
Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.2	555-BHJR	72	185	-
3 Cell 42Whr Battery	451-BCWJ	:5	185	<u>u</u>
65W AC Adapter, USB Type-C	492-BDFR		185	it.
Palmrest, WFC	346-BHQT	-	185	
E4 Power Cord 1M for US	537-BBBL	-	185	-
Quick Start Guide	340-CXHE	š.	185	-
LCD with touch	320-BENP	=	185	=
Not Included	631-ABBH	-	185	*
Chrome Education FGA	800-BBTT	5	185	*
Fixed Hardware Configuration	998-FJND	Ē	185	=
MOD,LBL,SKUID0X1C0000,C0,3110V	389-EBVU	-	185	3
System Shipment, Chromebook 3110 2-in-1	340-CXHF	÷	185	
Intel 11th Gen Celeron CPU label.	389-DYFS	2	185	*
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	185	÷
Bottom Door	321-BHER	#:	185	
Dell Limited Hardware Warranty Initial Year	868-9746	#	185	
ProSupport Plus Next Business Day Onsite, 1 Year	868-9775	ш	185	3 0
ProSupport Plus Accidental Damage Service, 3 Years	868-9786	5	185	30
ProSupport Plus Next Business Day Onsite, 2 Years Extended	868-9787	*	185	(2)
ProSupport Plus 7x24 Technical Support, 3 Years	868-9788		185	(m)
Dell Limited Hardware Warranty Extended Year(s)	975-3461	÷	185	:=3

Thank you for choosing Dell ProSupport Plus. For tech support, visit
www.dell.com/contactdell.or.call 1-866-516-3115

997-8367

185

	Quantity	Subtotal
\$32.06	185	\$5,931.10

NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)

Estimated delivery if purchased today:

Mar. 28, 2023

RESELLERS)

Contract # C000000979569 Customer Agreement # MHEC-04152022

Customer Agreement # MHEC-04152022

Description SKU Unit Price Quantity

NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO

AB543620 185

 Subtotal:
 \$67,767.35

 Shipping:
 \$0.00

 Estimated Tax:
 \$0.00

Total: \$67,767.35

Subtotal

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the enduser and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order, and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

*DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.

Total
Customer #
Quoted On

Expires by

Contract Name

Contract Code
Customer Agreement #

Deal ID

3000146356452.3

\$129,030.00 1920750 Mar. 15, 2023 Apr. 14, 2023

Dell Midwestern Higher Education Compact

(MHEC) Master Agreement C000000979569

MHEC-04152022 25335345 Sales Rep Phone Email Billing To Lauren Rodig

(800) 456-3355, 6186195 Lauren.Rodig@Dell.com

TAMMI TANDY

COLCHESTER SCHOOL DISTRICT

131 LAKER LN

COLCHESTER, VT 05446

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards, Lauren Rodig

Shipping Group

Shipping To

TAMMI TANDY COLCHESTER SCHOOL DISTRICT 131 LAKER LN COLCHESTER, VT 05446 (802) 264-5766

Shipping Method

Standard Delivery Free Cost

Product	Unit Price Quantity	Subtotal
Dell Latitude 3420	\$759.00 170	\$129,030.00
	Subtotal:	\$129,030.00
	Shipping:	\$0.00
	Non-Taxable Amount:	\$129,030.00
	Taxable Amount:	\$0.00
	Estimated Tax:	\$0.00
	Total:	\$129,030.00

Shipping Group Details

Shipping To

Shipping Method

TAMMI TANDY COLCHESTER SCHOOL DISTRICT 131 LAKER LN COLCHESTER, VT 05446 (802) 264-5766 Standard Delivery Free Cost

Dell Latitude 3420		\$759.00	Quantity 170	Subtotal \$129,030.00
Estimated delivery if purchased today: Mar. 23, 2023 Contract # C000000979569 Customer Agreement # MHEC-04152022				¥:== ,==
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3420, BTX	210-AYNJ	-	170	<u>.</u>
11th Generation Intel Core i5-1135G7 (4 Core, 8M cache, base 2.4GHz, up to 4.2GHz)	379-BEMW	V255	170	×
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	(<u>*</u>	170	t
Intel i5-1135G7, Intel Iris Xe Graphics CY22	338-CGLN		170	
No Microsoft Office License Included	658-BCSB	*	170	ŝ
8GB, 1x8GB, DDR4 Non-ECC	370-AFVS		170	
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BIJP		170	*
14" FHD (1920 x 1080) AG Non-Touch, 250nits, Camera w/shutter & Microphone, WLAN Capable CY22	391-BGZB		170	2
Single Pointing Non-Backlit Keyboard, English US	580-AJMI	183	170	
WLAN Intel AX201/AX210 WLAN Driver + Bluetooth	555-BGMJ	(±)	170	*
Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFNI	(=)	170	4
4 Cell 54Whr ExpressChargeTM Capable Battery	451-BCUB	12	170	JE.
65W AC rugged adapter, 4.5mm barrel, E4	492-BDHT	3#0	170	~
No Fingerprint Reader, WLAN Capable	346-BHFG	120	170	
E4 Power Cord 1M for US	537-BBDO		170	1.50
Quick Start Guide for 3420	340-CVBB	(=)	170	:(●:
SMALL BUSINESS	379-BELF	(* 0)	170	-
ENERGY STAR Qualified	387-BBPQ	Fair	170	
Fixed Hardware Configuration	998-FSTJ	9.0	170	(%)
Regulatory Label included	389-BEYY		170	050
Additional Software	658-BEZU		170	(94)
Min Enhanced Box Package TGL	340-DCNZ	-	170	ia.
POD Label	389-EDJB	-	170	2000
Latitude 3420 Bottom Door	321-BGKI	2	170	(42)
EPEAT 2018 Registered (Silver)	379-BDTO	12	170	87
Dell Limited Hardware Warranty Extended Year(s)	975-3461		170	-
Dell Limited Hardware Warranty	997-6727	*	170	· ·

ProSupport Plus: Accidental Damage Service, 4 Years	997-6747	-	170	420
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-6756		170	**
ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	æ:	170	(#.)
ProSupport Plus: Next Business Day Onsite, 3 Year Extended	997-6765	2	170	
ProSupport Plus: 7x24 Technical Support, 4 Years	997-6774	12.7	170	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	<i>30</i>	170	.#:

\$129,030.00 \$0.00 \$0.00 Subtotal: Shipping: Estimated Tax:

> \$129,030.00 Total:

Important Notes

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For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

COLCHESTER SCHOOL DISTRICT

POLICY: FAMILY/PARENTAL AND MEDICAL LEAVE

DATE ADOPTED: DRAFT

POLICY STATEMENT

The Colchester School District provides employees who meet the applicable service requirements, unpaid leave time to take care of family and medical issues consistent with the federal Family and Medical Leave Act (FMLA) and Vermont's Parental and Family Leave Law (VPFL) to "eligible employees."

QUALIFYING REASONS FOR LEAVE

Subject to the definitions and requirements provided in the FMLA and VPFL, employees may request up to 12 weeks of unpaid, job protected leave during a 12-month period (defined by the District to be a "rolling year", a rolling 12-month period measured by looking back at the 12 months prior to the start date of the employee's requested FMLA/VPFL leave) for the following reasons:

- **A.** During the pregnancy and/or to care for the employee's child after birth; or placement of a child with an employee for adoption or foster care. *Note: Leave for birth or placement for adoption or foster care must conclude within twelve months of the birth or placement*; **or**
- **B.** For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or called to covered active duty status ("Qualified Exigency Leave"); **or**
- C. For an employee's serious health condition which renders the employee unable to work; or
- **D.** To care for the employee's spouse/civil union partner, child, stepchild, ward who lives with the employee, foster child, parent or parent of the employee's spouse/civil union partner with a serious health condition.

Legal References:

29 U.S.C. §2601 – Family and Medical Leave Act 21 V.S.A. §470 – Vermont Parental & Family Leave

Last Adopted: May 16, 2006

Date Warned: First Reading: Second Reading: For purposes of this policy, a "serious health condition" means an illness, injury, impairment or physical or mental condition that involves either:

- Any period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider which includes any period of incapacity (e.g., inability to work, attend school or perform other regular daily activities) due to:
 - 1. A health condition (including treatment therefor, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition that **also** includes:
 - Treatment two or more times by or under the supervision of a health care provider; or
 - One treatment by a health care provider with a continuing regimen of treatment; or
 - 2. Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
 - **3.** A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; **or**
 - **4.** A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; **or**
 - 5. Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

MILITARY-RELATED LEAVE

Subject to the definitions and requirements provided in the FMLA, employees may request up to 26 weeks of unpaid, job protected leave during "a single 12-month period" (which begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the District for other types of FMLA leave), for the following reason:

• To permit an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness incurred in the line of duty on active duty to care for the covered servicemember ("Military Caregiver Leave").

For purposes of this policy, "a covered servicemember" is either:

- A Current Servicemember: A covered servicemember means a current member of the Armed Forces, including a member of the U. S. National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- A Veteran: A covered servicemember means a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness, and who was discharged within the previous five years before the employee takes military caregiver leave to care for the veteran.

For purposes of this portion of this policy, "a serious injury or illness" for a current servicemember is an injury or illness that was incurred by the servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating. A serious injury or illness may also result from the aggravation of a pre-existing condition in the line of duty on active duty.

A serious injury or illness for a veteran is an injury or illness that was incurred in the line of duty when the veteran was on active duty in the Armed Forces, including any injury or illness that resulted from the aggravation of a preexisting condition in the line of duty on active duty. The injury or illness may manifest itself during active duty or may develop after the servicemember becomes a veteran.

A serious injury or illness of a veteran must be either:

- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating;
- A physical or mental condition for which the veteran has received a United States Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50% or more and the need for care is related to that condition:
- A physical or mental condition because of a disability or disabilities related to military service that substantially impairs the veteran's ability to work, or would do so absent treatment; or
- An injury for which the veteran is enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.

ELIGIBILITY

To be eligible for a federal FMLA leave an employee must have worked for the District for:

• at least 12 months; and

• at least 1,250 hours during the 12-month period immediately preceding the beginning of the leave.

To be eligible for a VPFL leave an employee must have worked for the District for:

- at least 12 months; and
- at worked an average of 30 hours a week (1,560 hours) during the 12-month period immediately preceding the beginning of the leave.

NOTICE REQUIREMENTS

If the need is foreseeable, the employees must give reasonable notice (at least 30 days) before the leave is to begin, to the Superintendent. If not foreseeable notice must be given as soon as practical.

Notice will include at least the following information to provide the District with sufficient information to determine whether an employee is qualified for family or medical leave:

- description of the reasons for leave;
- the expected date of leave commencement and the expected date of return to work; and
- appropriate medical certification as defined below.

If the employee does not give the thirty days notice for a foreseeable leave with no reasonable excuse, the District may delay the taking of the leave up to thirty days after the time the employee gave notice. Leave may also be denied until the employee submits medical certification of the need for leave.

MEDICAL CERTIFICATION

Employees are required to provide medical certification from an appropriate health care provider to support a request for leave based on the serious health condition of the employee or the employee's spouse/civil union partner, child, stepchild, foster child, ward who lives with the employee, parent or parent of the employee's spouse/civil union partner.

When leave is foreseeable, employees should provide medical certification to support the leave request before the leave begins. If this is not possible, employees are required to provide the certification within fifteen calendar days of district's request, unless it is not practical under the circumstances.

Failure to provide certification may result in delay or denial of the request for leave. Employees are directed to contact the Superintendent's Office to obtain the required medical certification forms. Medical certification information should be sent to the Human Resources Department to assure confidentiality.

A second or third medical opinion, at the District's expense, may be required. Periodic reports of an employee's status may be required during the leave period. Recertification of a serious health condition may be requested.

MILITARY CERTIFICATION

Employees requesting Qualified Exigency Leave are required to provide:

- A copy of the military member's active duty orders (or other official documentation issued by the military) which indicates the military member is on covered active duty or call to covered active duty status;
- A statement or description of the appropriate facts regarding the qualifying exigency; and
- The approximate date on which the leave began (or will begin), and how long and/or how often leave will be needed.

Employees requesting Military Caregiver Leave are required to provide a medical certification from the Department of Defense (DOD), Veterans Affairs (VA), or TRICARE health care provider, or by a private health care provider. If the certification is provided by a private health care provider, a second or third medical opinion, at the District's expense, may be required.

PAID LEAVE

FMLA and VPFL are unpaid leaves. However, you may be eligible to utilize accrued paid leave time as determined by the FMLA or VPFL laws and governing union agreements, person contract, or handbook, as applicable.

Time off for work related injuries that meet the criteria for a serious health condition will also be treated as family/medical leave time, including times where the employee is receiving Worker's Compensation benefits. FMLA will run concurrently with any lost time covered by Worker's Compensation.

Use of paid leave does not extend the overall unpaid leave time to which the employee is entitled. Such paid leave will be used concurrently with unpaid FMLA/VPFL leave.

BENEFITS CONTINUATION

During an approved FMLA/VPFL all employee insurance benefits will be continued under the same conditions (including employee contributions, if applicable) as if the employee was still at work. Employees are required to make arrangements to continue to pay their share of premiums while on leave. Failure to make such premium payments may result in cancellation of coverage.

JOB RESTORATION

After the leave ends, the employee will return to their original job, or to an equivalent position, upon completion of the leave with equivalent pay, benefits and other terms and conditions of employment existing on the day the leave began. The district may require a medical certification of fitness prior to returning to work when the absence is caused by the employee's serious health condition. Restoration may be delayed if the employee fails to provide such certification.

An employee on leave does not have greater job protection than if the employee had been continuously employed. For example, employees will not be restored to their original or an equivalent job if their position would have been eliminated for reasons unrelated to the leave, or if the employee had been informed prior to requesting leave that employment would terminate.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly paid "key" employees, after using FMLA leave. Employees who are in this category will be notified of his or her status as a "key employee" in response to the employee's notice of intent to take leave or when leave commences and the employee will be notified of the potential consequences with respect to reinstatement and maintenance of health benefits.

INTERMITTENT LEAVE UNDER FMLA

Under some circumstances, employees may take FMLA leave "intermittently", which means taking leave in separate blocks of time or by reducing the usual number of work hours per work week or hours per work day. Family leave may be taken intermittently or on a reduced schedule only with the approval of the Superintendent. Medical leave may, when medically necessary, be taken intermittently to care for a seriously ill family member, because the employee is seriously ill and unable to work, for Military Caregiver Leave, or for Qualified Exigency Leave. If intermittent or reduced schedule leave is used, the employee must give due consideration to potential disruption to his or her department due to his/her absence. If an employee needs intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the employee may be required to temporarily transfer to an available alternative position of equivalent pay and benefits which better accommodates recurring periods of leave.

SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES UNDER FMLA

The following special rules have been established in order to alleviate disrupting the classroom at a critical point in the academic year. Specifically the rules concern taking leave near the conclusion of an academic term. In the event that a teacher or other instructional employee (e.g. driving instructors, interpreters) leave is:

More than five (5) weeks before the term's end. If an eligible teacher or instructional employee begins family or medical leave more than five (5) weeks prior to the end of the academic term, the school may require the employee to continue taking leave until the end of such term if:

• the leave is of at least three (3) weeks' duration and

• the return to employment would occur during the three-week period during the end of the term.

Five (5) or fewer weeks before term's end. If an eligible teacher or instructional employee begins leave during the five (5) weeks before the end of the academic term, the school may require the employee to continue taking leave until the end of such term if:

- the leave is of greater than two (2) weeks duration and
- the return to employment would occur within two (2) weeks of the end of the term.

Three (3) or fewer weeks before term's end. If an eligible teacher or instructional employee begins leave under this policy for a purpose other than the teacher's own serious health condition, during the three (3) weeks of the end of the academic term, and the leave will last longer than five (5) days, the school may require the employee to continue taking leave until the end of such term.

SHORT TERM FAMILY LEAVE

The District provides eligible employees with unpaid leave each year to participate in school activities and to attend medical appointments in accordance with <u>Vermont's Parental and Family</u> Leave Law.

Employees may request and may take up to 24 hours of unpaid time off each year during the 12-month period measured from July 1 to June 30. (no more than four (4) hours may be taken during any thirty-day (30) period) under the following circumstances:

- to participate in preschool or school activities directly related to the academic educational advancement of an employee's child, stepchild, foster child or ward who lives with the employee. A parent-teacher conference is an example;
- to attend or to accompany an employee's child, stepchild, foster child or ward who lives with the employee, or to accompany a spouse, or partner in a civil union, parent, parent-in-law or parent of a partner in a civil union to routine medical or dental appointments;
- to accompany the employee's partner in a civil union, spouse, parent, parent of a partner in a civil union, parent-in-law or parent of a partner in a civil union to other appointments for other professional services related to their care and well-being; or
- to respond to a medical emergency involving the employee's or partner in a civil union's child, stepchild, foster child or ward who lives with the employee, or involving a partner in a civil union, spouse, parent, parent-in-law or parent of a partner in a civil union.

Whenever possible, school employees should try to schedule such appointments outside of working hours. Leave must be taken in a minimum of two-hour segments.

Eligibility: See above eligibility requirements above for Vermont Parental Family Leave.

<u>Unpaid or Paid Leave</u>: Leave is unpaid unless the employee chooses to use accrued vacation or other accrued paid leave available to him/her under District policy.

Notice Requirements: Employees must provide the Superintendent with the earliest possible notice, but no later than 24 hours before the leave is to begin, except in the case of an emergency. In the case of an emergency, notice must be given as soon as practicable. An "emergency" means circumstances where the required 7-day notice could have a significant adverse impact on the employee's family member.

CONSENT AGENDA Board Meeting Date: April 4, 2023 Licensed Employees (Teacher/Administrator) Person Admin Contract Agenda Type First Name | Last Name Category Position FTE/Hours Building Information Replacing **Budgeted** Support Alternative Request to end Education employment 1.0 CMS 06/30/23 Teacher Contessi Resignation Teacher Amy Elementary Jordanna Teacher Goldsmith New Hire Teacher 1.0 PPS Request to Hire Silverberg Yes Yes Wendy Teacher Jennie Hoeninsberg New Hire **ELL Teacher** 0.3 PPS Request to Hire New Position Yes Yes Yes Teacher Sarah Carrol New Hire **ELL Teacher** 0.2 UMS Request to Hire New Position Yes Math Interventionist Kate Ellingson Transfer Interventionst 1.0 MBS Request to Hire New Position Yes Yes Request to end Elementary employment Teacher Mary Greibel Resignation Teacher 1.0 PPS 06/30/23 Non-Licensed Employees (Support Staff), Board Approval Required Person Admin Contract Agenda Type **Position** Building First Name Last Name Category FTE/Hours Information Replacing **Budgeted** Support Non-Licensed Employees (Support Staff), Informational Contract Agenda Person Admin Position FTE/Hours Type **First Name** Last Name Category Building Information Replacing **Budgeted** Support Paraeducator -Special Eric 32.5 CMS Yes Support Staff Benz New Hire Education Notice of Hire Logan Spicer Yes

COLCHESTER SCHOOL DISTRICT

Board of Education Meeting Colchester High School Library Tuesday, March 21, 2023 7:00 p.m.

MINUTES (General Session)

The Colchester Board of Education held a regular board meeting on Tuesday, March 21, 2023, in the Colchester High School Library. Board members in attendance were Board Chair Lindsey Cox, Directors Nic Longo, Ben Yousey-Hindes, Felix Anderson, Laurie Kigonya, and Student Board Representative Olivia Dallamura. District administrators in attendance included Superintendent Amy Minor, Director of Curriculum Gwendolyn Carmolli, and Director of Student Support Services Carrie Lutz. There were no audience members.

I. Call to Order

Superintendent Amy Minor called the meeting to order at 7:00 p.m. and led in the Pledge of Allegiance.

II. Citizen Participation

None.

III. Hear Nominations for School Board Reorganization and Approval of Newspaper of Record

Action

Nominations were held for school board chair, vice chair, and clerk, as well as the official newspaper of record.

Director Longo moved to nominate Lindsey Cox as Board Chair. The motion passed unanimously, 4-0.

Director Yousey-Hindes moved to nominate Nic Longo as Vice Chair. The motion passed unanimously, 4-0.

Director Anderson moved to nominate Ben Yousey-Hindes as Board Clerk. The motion passed unanimously, 4-0.

Director Yousey-Hindes moved to approve The Colchester Sun as the official newspaper for the district for legal notices. The motion passed unanimously, 5-0.

IV. Second and Final Reading of School Board Policy: B1

Action

No changes were made.

Director Kigonya moved to approve the second and final reading of the School Board Policy: B1. The motion passed unanimously.

V. Second and Final Reading of Code of Ethics for School Board Members Policy: B2 Action

No changes were made.

Director Longo moved to approve the second and final reading of the Code of Ethics for School Board Members Policy: B2. The motion passed unanimously.

VI. First Reading of Family/Parental and Medical Leave Policy: D14

Information

The Family Medical Leave Act (FMLA) is a federal law that requires employers to provide employees with job-protected, unpaid leave for qualified medical and family reasons. To prepare for this policy review, the district's attorneys made several additions to keep the district compliant with federal and state laws. Their changes include adding various types of qualifying leave for current and veteran service members and their family members.

The Vermont School Board Association does not have a policy in its manual regarding FMLA. If the law were to change, it would supersede any local policy. Superintendent Minor recommended removing this policy from the district's policy manual and instead making it an accessible procedural document managed by the human resources department. That department regularly navigates FMLA qualifications and eligibility when consulting with employees.

The board was supported of this recommendation and asked some clarifying questions about how employees would be notified of the change.

Director Yousey-Hindes moved to approve the first reading of the Family/Parental and Medical Leave Policy: D14. The motion passed unanimously.

VII. Approval of Recommendation for Administrator Contract Renewals 2023-2024 Action

Superintendent Amy Minor provided the board with an updated memo outlining the contracts that she recommends renewing for the FY'24 school year.

Director Longo moved to approve the recommended administrator contracts for the 2023-2024 school year. The motion passed unanimously.

VIII. Approval of Recommendation for Teacher Contract Renewals 2023-2024

Action

Superintendent Amy Minor provided the board with a memo outlining the contracts that she recommends renewing for the FY'24 school year.

Director moved to approve the recommended teacher contracts for the 2023-2024 school year. The motion passed 3-0, with Board Chair Cox and Director Anderson abstaining.

IX. Approval of School Calendar 2023-2024

Action

Superintendent Amy Minor outlined the draft calendar for next school year. The calendar is based on the contract agreement which indicates there will be 176 student days, 8 in-service days, 1 teacher prep day, and 2 family conference days for a total of 187 days. New this year, the calendar reflects several days when the district will not hold afternoon or evening events in observance of

several holidays. This addition was a regional decision among area superintendents and other district's calendars will reflect the same change. Superintendent Minor stated this is the first step that Superintendents in the region are taking to have a more inclusive school calendar to demonstrate a commitment to multi-cultural observances that are important to students and families. Also included on the calendar were four early release days. Superintendent Minor stated the early release days continue to be a success for professional development. She also noted that Colchester Parks and Recreation agreed to continue to offer childcare for K-5 students.

Director Anderson moved to approve the four early release days in the 2023-2024 calendar as presented. The motion passed unanimously.

X. Approval of Consent Agenda

Action

The following Consent Agenda was reviewed by the board. Several employees have announced their resignations. Superintendent Minor, district administrators, and the Board expressed gratitude for their service to the district.



				CC	DNSENT AG	ENDA					
				Board Mee	ting Date: N	larch 21, 2	023				
	1	1	1	Licensed Emp	loyees (Teach	er/Administ		1_		1	
Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support	
Teacher	Hannah	Mavin	New Hire	SLP	1.0	PPS, MBS	Request to Hire	Open Position	Yes	Yes	
Teacher	Courtney	Thomas	New Hire	Math Interventionist	0.5	UMS	Request to Hire	New Position	Yes	Yes	
Teacher	Courtney	Thomas	Resignation	Elementary Teacher	1.0	UMS	Request to end employment 06/30/23				
Teacher	Brooke	Morse	New Hire	Elementary Teacher	1.0	UMS	Request to Hire	Courtney Thomas	Yes	Yes	
Teacher	James	Bean	Resignation	Elementary Teacher	1.0	MBS	Request to end employment 06/30/23				
Tanahan	Kallı	Duan	Name I line	Reading	4.0	DDC	Deminant to Ulive	Onen Desitier	V	V	
Teacher	Kelly	Ryan	New Hire	Teacher Elementary	1.0	PPS	Request to Hire Request to end employment	Open Position	res	Yes	
Teacher	Kelly	Ryan	Resignation	Teacher	1.0	PPS	06/30/23				
Teacher	Courtney	Boetsma	New Hire	Drivers Educaton Teacher	0.1	CHS	Request to Hire	Open Position	Yes	Yes	
Teacher	Emily	Desautels	Resignation	Music Teacher	1,0	CMS	Request to end employment 06/30/23				
Teacher	Tessa	MacNeil	Leave of Absense	Special Education Teacher	1.0	PPS	Request for unpaid leave of absense (mid-Nov through June 2024)				
	1	1					oproval Required				
Contract Typ	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Informa	Person Repla	Budgeted	Admin Suppo	rt
			Non-	-Licensed Emp	lovees (Suppo	ort Staff). Inf	ormational				
Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support	
-7				Accounts			Request to end		_ ====	2	
Handbook	Kim	Newton	Resignation	Payable Bookkeeper	40	CO	employment 06/30/23				
Handbook	Pam	Barclay	Resignation	Technology Directory	1.0	DW	Request to end employment 07/31/23				
Co-Curricular	Angie	Boyer	New Hire	Head Varsity Softball Coach		CHS	Notice of Hire	Connie Sheets	Yes	Yes	
Co-Curricular	John	Luter	New Hire	JV Baseball Coach (split)		CHS	Notice of Hire	Ryan O'Hara	Yes	Yes	
Co-Curricular	Jason	Lefebvre	New Hire	JV Baseball Coach (split)		CHS	Notice of Hire	Ryan O'Hara	Yes	Yes	
Support Staff	Mary	Nolan	New Hire	Long-Term Sub: Food Service Worker	25	PPS	Notice of Hire	Barbara laria	Yes	Yes	

Director Kingonya moved to approve the consent agenda as provided. The motion passed unanimously.

XI. Approval of Meeting Minutes: March 7, 2023

Action

Director Anderson moved to approve the minutes from the meeting held on March 7, 2023. The motion passed unanimously.

XII. Board/Administration Communication, Correspondence, Committee Reports Information

- Superintendent Minor will provide information about student enrollment at the April 4th meeting of the Colchester Planning Commission.
- Consultants, Black River Design, met with middle school administrators and toured the building. Superintendent Minor requested the Board add a facility work session in May to hear a status update.
- Representatives from the Town agreed to meet with the Board share feedback regarding the information campaign they conducted that resulted in the approval of the Colchester Recreation Center.
- Director Yousey-Hindes thanked the community and everyone who voted on Town Meeting Day.

XIII. Future Agenda Items

Information

- Auditors Report
- Policy Review Cycle

XIV. Adjournment

Board Chair Cox moved to adjourn at 7:44 p.m. The motion passed unanimously.

Recorder:		Board Clerk:
Meghan Baule		Ben Yousey-Hindes
Recording Secretary		Board Clerk