

# MARLBOROUGH BOARD OF EDUCATION

## Regular Business Meeting

Thursday, October 27, 2022

Elmer Thienes-Mary Hall Elementary School – Library

6:00 p.m.

*The Marlborough Board of Education is holding it's meeting in a hybrid format to allow for greater community awareness and participation. Hybrid meetings and proceedings will be recorded and posted on the District website within seven days of the meeting. The public is welcome to attend Board of Education meetings in-person, but also can view the Board meeting live via Google Meet Link:*

[meet.google.com/ndr-sjoh-bxa](https://meet.google.com/ndr-sjoh-bxa)


In a partnership of family, school and community, our mission is to educate, challenge and inspire each individual to excel and become a contributing member of society.

## AGENDA

1. Call to Order and Roll Call by Chairperson Wes Skorski 6:00/05

### **THE BOARD REQUESTS THAT ALL ELECTRONIC DEVICES BE TURNED OFF DURING THE MEETING**

2. Pledge of Allegiance
3. Celebrations 6:05/05
4. Public Comment 6:10/05

Members of the Marlborough community are encouraged to share their thoughts with the Board of Education and are invited to do so during this segment of the meeting. All speakers must identify themselves by name and address and limit comments to 3 minutes. The Board will not engage in dialogue with the public. Written comments to be read-aloud by the Chair can be emailed to: [boardofed@marlborough.k12.ct.us](mailto:boardofed@marlborough.k12.ct.us), no later than 24 hours before the meeting. Those who wish to provide comment by remote means: Raise your hand using the raise hand icon  at the bottom of the Google Meet screen: once called upon, unmute yourself to speak. Please mute yourself after speaking.

5. Additions to the Agenda 6:15/05

Additional business may be considered at a regular meeting upon a 2/3 vote of those members of the board present and voting, per state statute.

Consent agenda items are considered to be routine in nature, which the Board may not need to discuss individually and may be voted on as a group. Any board member who wishes to discuss a particular item in this section may request the Chairperson to remove it for later discussion and a separate vote if necessary.

**MOTION:** That the Board approve the following Consent Agenda items:

- 6.1 Minutes of 9/22/22 Regular Business Meeting (Encl. 6.1);
- 6.2 Personnel Actions – none;
- 6.3 Reports – receive and file the following document: monthly enrollment report (Encl. 6.3);
- 6.4 Grants – none;
- 6.5 Approval of Policy Revisions  
(**REFERENCE: September 22, 2022 Agenda, Encl. 9.3 : # 4113.12 Minimum Duty-Free Lunch Periods for Teachers, # 5144.4 Physical Exercise and Discipline of Students, # 5113.2 Truancy, # 5145.511 Sexual Abuse Prevention and Education Program, # 6172.1 Gifted and Talented Students, # 6140 Curriculum, # 7230.2 Indoor Air Quality, # 6111 School Calendar) (removed 9321.3 & 5141.4)**)

7. Oral Reports

- 7.1 Advisory Groups 6:25/05
  - PTO – Dan White
  - SAC – Dan White/Kerri Barella
  - Operations, Wellness & Safety – Dan White/Pat Pabouet
  - Board of Finance Liaison – Louise Concodello
  - AHM – Kerri Barella
- 7.2 Subcommittees 6:30/05
  - Policy – Louise Concodello
  - Ad Hoc Communications – Sue Stolfi
- 7.3 Chairperson 6:35/05
  - Appointment of BOE member to Policy Subcommittee
- 7.4 Superintendent and Administrative Team 6:40/10
  - SCIP Update: Literacy Program

8. Unfinished Business

- 8.1 School Resource Officer Update\* 6:50/05  
\* This item may be addressed in Executive Session.
- 8.2 Review of Revised Policies # 9321.3 and # 5141.4 (Encl. 8.2) and possible approval. 6:55/05

**MOTION:** That the Board approve policies 9321.3 and 5141.4.

9. New Business


- 9.1 Review October Financial Report (Encl. 9.1A) 7:00/05
  - Update on FY 22 End of Year Balance (Encl. 9.1B) and transfers (Encl. 9.1C).

**MOTION:** That the Board approve the FY 2021-22 financial transfers as presented in the amount of \$71,592.32.

- 9.2 Region 8 Health Insurance Consortium Agreement and Bylaws (Encl. 9.2A & 9.2B) ) Review and possible approval 7:05/05

**MOTION: That the Board approves of the Region 8 Health Insurance Consortium Agreement and Bylaws.**

10. Public Comment 7:10/05

Members of the Marlborough community are encouraged to share their thoughts with the Board of Education and are invited to do so during this segment of the meeting. All speakers must identify themselves by name and address and limit comments to 3 minutes. The Board will not engage in dialogue with the public. Written comments to be read-aloud by the Chair can be emailed to: boardofed@marlborough.k12.ct.us, no later than 24 hours before the meeting. Those who wish to provide comment by remote means: Raise your hand using the raise hand icon  at the bottom of the Google Meet screen: once called upon, unmute yourself to speak. Please mute yourself after speaking.

11. Communications 7:15/05  
11.1 Staff Vacancy Summary (Encl. 11.1)

12. Future Meetings & Topics 7:20/05  
12.1 Policy Subcommittee meeting, Thursday, November 17, 2022, 5:30 p.m.  
12.2 Next Regular Business meeting, Thursday, November 17, 2022, 6:00 p.m.

**REMINDER: Agenda suggestions for the next business meeting are due to the Chairperson or Superintendent by 12:00 noon on Thursday, November 10, 2022.**

13. Adjournment 7:25

**NOTE TO BOARD MEMBERS:**

Attendance - If you are unable to attend this meeting either in-person or remotely please call the Superintendent's Office at 860-295-6236 at least 24 hours prior to the meeting. If you plan to attend remotely, please notify the Superintendent's office 24 hours in advance of the meeting.

Persons requiring interpreters or related services are advised to call 860-295-6236 at least three (3) business days before the meeting.

Copies of the agenda and enclosures are available for examination in the Superintendent's Office at 25 School Drive, Marlborough, CT during business hours: 8:00 a.m. to 3:45 p.m., Monday through Friday and are posted on the district website: <https://www.marlborough.k12.ct.us>

*The Marlborough Board of Education does not discriminate on the basis of race, color, religion, marital status, national/ethnic origin, age, sex, sexual orientation, or disability in its programs, activities and employment practices.*

OCT 27 2022

Marlborough Board of Education  
Meeting Minutes  
September 22, 2022  
UNAPPROVED DRAFT

**MARLBOROUGH BOARD OF EDUCATION**  
**Regular Business Meeting Minutes**  
**Thursday, September 22, 2022**  
**Elmer Thienes-Mary Hall Elementary School –Library**  
**6:00 p.m.**

**1. Call to Order and Roll Call by Chairperson Wes Skorski**

Wes Skorski Chairperson, called the meeting to order at 6:01 pm

BOE Members Present: Wesley Skorski, Ruth Kelly, Louise Concodello, Patrick Pabouet, Angela Colantonio, Kerri Barella, and Anna Holden

Administration Present: Dr. Holly Hageman, Superintendent  
Dan White, Principal  
Kim Kelley, Assistant Principal

**2. Pledge of Allegiance**

**3. Celebrations**

- School Opening– Kim Kelly showed a video of September happenings.

**4. Public Comment**

Wes Skorski read a letter from Ken Hjulstrom, 181 South Main Street, a BOF member but speaking as an individual. The letter stated Mr. Hjulstrom was in support of engaging an SRO at Marlborough Elementary School. He encourages the BOE in conjunction with the superintendent, to take the necessary steps to encourage the Board of Selectmen to advance the goal of hiring an SRO as soon as possible. He also stated that he would like to see the BOE utilize the new equipment to conduct hybrid BOE meetings in the near future.

Angela Colantonio, 65 Victoria Lane, a member of BOE but speaking as an individual, read a piece written by her then third grader titled, "Bad Homework" in which he expressed his dislike of homework.

**5. Additions to the Agenda**

**Wes Skorski made a motion to discuss and review the SRO presentation made by Dr. Hageman on Tuesday, September 20, 2022 to the Board of Selectmen as Unfinished Business 8.1. Seconded by Kerri Barella. Unanimously approved. MOTION CARRIED.**

**6. Consent Agenda**

- 6.1 Minutes of 8/25/22 Regular Business meeting and the 8/25/22 Policy Committee meeting
- 6.2 Personnel Actions – none;
- 6.3 Reports – receive and file the following document: monthly enrollment report
- 6.4 Grants – none;

- 6.5 Approval of Policy Revisions
- 6.6 Flexibilities for Implementing the CT Guidelines for Educator Evaluation for the 2022-2023 SY

**R Kelly moved to approve the consent agenda, seconded by L Concodello. Unanimously approved. MOTION CARRIED.**

## 7. Oral Reports

### 7.1 Advisory Groups

- PTO – Dan White reported PTO had a meeting on 9/14/22. Topics discussed were: Introduction of new officers; Melanie Trzecienski, Co-Treasurer and Carmen Howe, Co-President; happenings over the summer; staff lounge spruce up and stock up of snacks and drinks for staff on first day of school and day after Open House; new Konstella app; reimbursements for teachers of \$150; PTO's current balance is approximately \$23,000 before they generously donate \$8500 for classroom carpets. Trunk or Treat event on Oct 28th with the 6<sup>th</sup> grade Haunted House and food trucks as part of the celebration.
- Operations, Wellness & Safety – Dan White reported they had a meeting and that nurse Mecca informed the group as of 9/12/2022 there were no incidents or accidents. Building updates were discussed: 4 of the 5 doors have arrived; installation is scheduled to start on Sept 30<sup>th</sup>. A meeting on 9/27/22 will be held to discuss the elevator refurbishment project. Security Camera upgrade was started and Fire Panel upgrades are scheduled to take place on 10/7/22. Gym Floor, 3<sup>rd</sup> coat was completed and the floor is in great condition—it is due for a sand/refinish which typically should occur every 10 years and has not happened in at least 10 years.
- SAC – Kim Kelly stated SAC had a meeting today. They discussed: Summer happenings, building projects, cafeteria tables to be in soon (Dec), and discussed ideas as how to get parents to bring ideas and issues to SAC. Kerri Barella mentioned that they spoke about how the school is running the way it was before COVID.
- AHM – Kerri Barella reported that AHM had a meeting on 9/7/2022. They discussed looking for youth group representatives; there are 3 open positions and one open position on the Youth Board. Coffee With a Cop went well. On 10/29/22 they have a National Take Back event at RHAM High School from 10-2.
- Board of Finance Liaison – Louise Concodello stated the BOF had a meeting last night and they reviewed year of transfers for the Town. BOF will have a Budget Kickoff meeting 10/19/2022 at 7:00pm with RHAM and Marlborough Superintendents and BOE members of both entities are to attend to discuss goals and objectives for the next fiscal year. Town Library project came in over budget; sinkholes are being repaired in town; the Finance Director Position for the Town remains unfilled, All Boards Meeting will be on 10/24/2022 at the Senior Center held by BOS.

### 7.2 Subcommittees

- Policy – Louise Concodello stated there was not a Policy Subcommittee meeting this month.
- Ad Hoc Communications – Dr. Hageman reported on behalf of Sue Stolfi. The committee met to plan the upcoming Community Forum. Upon Board discussion, the Community Forum will be held on 10/27 at 7:00 PM after the Regular Board Meeting. The Board received the flier and a preview of the informational handouts.

**7.3 Chairperson**

- Timeline for Appointment of Member to Policy Committee – Wes Skorski informed the Board that the vacancy on the Board will be open until it is filled by the Town and the BOE shall wait for this position to be filled before assigning a member to the Policy Committee vacancy. Wes Skorski also encouraged Board members to continue to express their opinions and to vote how they wish-that members should not be subject to intimidation and bullying.

**7.4 Superintendent and Administrative Team**

- SCIP Presentation – Dr. Hageman and Kim Kelly presented the 2021-22 student outcomes and 2022-23 Goals and Action Steps. Dr. Hageman referenced handouts: MES Vision for Teaching and Learning and also spoke to the updated version of the 2022-25 SCIP. Dr. Hageman mentioned that the MES website has been organized to house curriculum and instruction information and documents, including these, in one place.

**8. Unfinished Business**

**8.1** Discussion regarding Dr.Hageman’s presentation to the BOS regarding placement of an SRO at MES. Dr.Hageman reiterated that the BOE voted to establish an SRO at MES at its last meeting with the understanding that the BOE would need to seek the approval and cooperation of the BOS due to the fact a school district cannot hire an SRO on its own. Dr.Hageman stated that the SRO is a better option than an ASSO because an SRO would be an additional Constable under the supervisory structure of the Town’s Public Safety division. In addition, unlike an SRO, an ASSO does not have to be an active, sworn officer and would not be supervised or trained by the Town. Dr. Hageman’s presentation was not followed by a discussion by the BOS. Dr. Hageman asked the BOS to have a decision by October 30<sup>th</sup> to help BOE plan accordingly. BOE members requested that the BOE Chair remind the BOS of this timeframe and to include this issue on an agenda during the month of October.

**9. New Business**

**9.1 Receive, Review, Revise and Adopt FY 2023-2024 Budget Guiding Principles and Assumptions and Budget Timeline-**

Dr. Hageman reviewed the Budget Guiding Principles and Assumptions and Budget Timelines. Louise Concodello asked to add the October 19<sup>th</sup> BOF Budget Kickoff Meeting to the timeline.

**Wes Skorski moved to accept the FY 2023-2024 Budget Guiding Principles and Assumptions and Budget Timeline as presented, seconded by Louise Concodello. Unanimously Approved.  
MOTION CARRIED**

**9.2 Review September Financial Report** – Dr. Hageman reviewed the financial report. Bottom line of year end projection shows a positive of \$40,1333.99 due in part to a teacher going on an extended leave, part of which is unpaid and partially due to unfilled paraeducator positions. Dr.Hageman and Dan White reviewed how the paraeducator shortage is being handled through the efficient deployment of special education teachers and paraprofessionals to meet students’ IEP hours.

- 9.3 First Reading of Proposed Policy Revisions** - Board reviewed proposed policy revisions in enclosure 9.3 to include: Electronic Board Meetings, Minimum Duty Free Lunch Periods for Teachers, Physical Exercise and Discipline of Students, Truancy, Reporting of Child Abuse, Sexual Abuse Prevention, Gifted and Talented, Curriculum, Indoor Air Quality and School Calendar.

Kerri Barella asked to make a motion to “fast track” policy # 9321.3 to approve tonight. Given some additional corrections needed for this policy per first read, this revised version of 9321.3 will go back to the policy committee to be corrected and brought forward at the October 27th Board meeting.. Kerri Barella withdrew her motion. Anna Holden asked to adjust typo’s in Policy # 5113.2 (Truancy; #4 adjust the grade from “eight” to “six” and the word “previously” changed to “previous” on page (b) and the 2nd paragraph on page (d) should be removed.) BOE decided to pull policy # 9321.3 and #5141.4 for corrections at the next Policy Subcommittee meeting.

- 9.4 Homework** - Dr. Hageman indicated that a number of Board members wished to discuss homework and therefore it was included in the agenda. Angela Colantonio questioned the current homework guidelines and expressed a preference for no homework. Anna Holden expressed that homework should have a clear purpose and a researched based approach and believes that homework should be optional. Kerrie Barella feels that students are very active outside of school and that needs to be factored into the amount of time that homework takes. She added that if homework were to be optional, she would opt for her children to do homework. Ruth Kelley stated that homework should never be to the point where a child is crying and that homework does help students develop a habit and life skill of preparedness. She feels homework is a good thing as long as it is reasonable. Dr. Hageman agreed that homework should be purposeful and reasonable and that the development of executive functioning including being organized and prepared are important habits to cultivate. Dr. Hageman suggested reviewing the current guidelines with a representative group of the faculty for their input in reviewing and potentially updating the guidelines to bring back to the Board. The Board agreed with that approach.

- 10. Public Comment** - Carmen Howe, 65 Emily Road, wanted to thank the BOE and teachers for all their hard work and appreciated seeing the BOE and administrations engage in their work.

**11. Communications**

- 11.1 Staff Vacancy Summary -submitted**

**12. Future Meetings & Topics** - adjustments were made:

- 12.1** Policy Subcommittee meeting: BOE decided to hold the meeting at the regular time:  
**Thursday, October 27, 2022, 5:30 p.m.**
- 12.2** Next Regular Business meeting was also returned back to the regular time, Thursday,  
**October 27, 2022, 6:00 p.m.**

**Marlborough Board of Education  
Meeting Minutes  
September 22, 2022  
UNAPPROVED DRAFT**

BOE discussed holding the next Regular BOE meeting a Hybrid format to increase public engagement as permitted by policy. All BOE members were in favor of making the next Regular BOE meeting (October) Hybrid.

**12.3 Community Forum, Thursday, October 27, 2022, 7:00 p.m. (in-person, only)**

Louise Concodello suggested adding the October 19<sup>th</sup>, 2022 BOF Budget Kickoff meeting and the October 24<sup>th</sup> All Boards meeting.

**13. Adjournment-**

**Ruth Kelly motioned to adjourn the meeting at 9:01pm, Angela Colantonio seconded the motion. Unanimously Approved. MOTION CARRIED.**



**Elmer Thienes/ Mary Hall Elementary School**

Marlborough, Connecticut

**Monthly Enrollment Report**

**October 1, 2022**

Grade	Enrollment Local Classrooms				Grade Total	Change	# of Rooms	Class Size Avg./Room
	PKFD	AM	PM					
PS	0	10	14		24	0	1	
K	20	19	20		59	-1	3	19.7
1	18	19	18	18	73	-1	4	18.3
2	19	17	19		55	0	3	18.3
3	17	17	17	16	67	-1	4	16.8
4	19	19	19		57	0	3	19.0
5	18	18	18		54	-1	3	18.0
6	22	21	23		66	0	3	22.0
<b>Total</b>					<b>455</b>			
<b>Special Education Full Time Outplaced</b>								
1/3/2017								1
<b>Special Education Part time Services Provided</b>								
<b>GRAND TOTAL</b>								
								<b>456</b>

## Marlborough Public Schools BoE Policy Subcommittee 10/27/2022

Policy Number(s) & Bylaw	Policy Title	Current MES Policy	Optional, Recommended or Mandated	Action: *Add policy not in place *Replace/Update existing policy with updates
# 9321.3	Electronic Board of Education Meetings	YES	Recommended	<b>Corrections upon first read at 9.22.22 BOE Meeting. Replace/Update: Replace existing policy # 9321.3</b>
# 5141.4	Reporting of Child Abuse, Neglect and Sexual Assault	YES	Mandated	<b>Corrections upon first read at 9.22.22 BOE Meeting. Replace/Update: Replace existing policy # 5141.4</b>

## Bylaws of the Board

### Time, Place and Notification of Meetings Electronic Board of Education Meetings

#### Definitions

**“Meeting”** A **“meeting”** is defined as a hearing or other proceeding of the Board, any convening or assembly of a quorum of the Board and any communication by or to a quorum of the Board, whether in person or by means of electronic equipment to discuss or act upon a matter over which the public agency has supervision, control, jurisdiction, or ~~advocacy~~ **advisory** power. Communications between and among a quorum of members convening on electronically linked personal computers or by telephone conference call are subject to the Freedom of Information Act. This definition includes “hybrid”, **remote, and** in-person meetings ~~with Board members being able to attend the meeting in person or participate remotely, and with the public largely attending remotely.~~

**“Public Notice”** Each Board member and each person who has duly requested such notification shall be notified no later than twenty-four hours in advance of the meeting of the time, date, location, and the agenda of any regular or special meeting. The twenty-four hour notice shall also be posted in the Board office, delivered to newspapers designated by the Board, and filed with the Town Clerk, except that such notice is not required where the time, date, and location of the meeting has been published in the annual list of meetings approved by the Board and filed with the Town Clerk not later than January 31 of each year in accordance with law. The meeting agenda must be filed at least twenty-four hours before the meeting convenes. (In an emergency meeting, the Board may proceed to conduct business if and to the extent required by the emergency.) The expectation shall also be adhered to in the event of a Board meeting held through electronic means as described in this bylaw. **The public is encouraged to attend meetings in-person but will be informed about the option to attend virtually. If capacity is anticipated to exceed maximum allowable limits, the meeting notice can suggest the public participate by remote means.**

**“Voting”** All Board actions requiring a vote may be conducted by voice, show of hands, or roll call provided that the vote of each member is recorded in the minutes of the meeting. Proxy voting shall not be permitted. Voice voting must occur in the event of a BOE meeting held through electronic means as described in this bylaw. Votes will be verbalized into the record by the Board Secretary. Abstentions shall not be counted as votes but shall be recorded.

**“Internet (Chat) Discussions”** In the event of a Board meeting held through electronic means as described in this bylaw, under no circumstances are members of the Board to have private chats while engaged in the public session of the meeting. All comments, inquiries, and votes must occur in the public forum for all to hear. All Board member(s) are expected to comply with the guidance of this bylaw.

## Bylaws of the Board

### Time, Place and Notification of Meetings

#### Electronic Board of Education Meetings (continued)

#### Policy Statement

The Marlborough Board of Education (Board) may hold meetings in a hybrid format, **accessible to the public by means of electronic equipment or by means of electronic equipment in conjunction with an in-person meeting**, to allow for greater community awareness and participation. The Board may also hold meetings remotely if it is unsafe to meet in-person due to a public health emergency or other circumstances.

Hybrid/Remote Board meetings and proceedings will be recorded, and such recordings will be posted on the District's website within seven days of the meeting or proceeding. Consistent with Board Policy 1120, the Board of Education welcomes public participation in its meetings, including meetings held **in a hybrid or remote manner through electronic means**.

#### Public Viewing and Participation in a Hybrid/Remote Meeting

Members of the public may view the Board meeting live via electronic link. **Such notice shall include instructions for the public, to attend and provide comment or otherwise participate in the meeting, by means of electronic equipment or in person.**

The procedure for public comment during hybrid/remote meetings will mirror in-person meetings as follows:

- Members of the Marlborough community are encouraged to share their thoughts with the Board of Education and are invited to do so during the Public Comment segment of the meeting. All speakers must identify themselves by name and address and limit comments to 3 minutes. The Board will not engage in dialogue with the public.
- Written comments to be read aloud by the Chair can be emailed to: boardofed@marlborough.k12.ct.us, no later than 24 hours before the meeting.

**Members of the public who attend virtually, shall mute their microphones. Those who wish to offer public comment will be un-muted or directed to un-mute during the period of their comment.**

#### Expectations of Board Members Relative to Attendance Via Electronic Means

Although the expectation is that Board members attend meetings in person, Board members who cannot be physically present at Board of Education meetings may participate electronically in the meeting if necessary. The following conditions shall be adhered to if there is electronic participation by Board members in the meeting:

- Notice of a member to participate electronically must be made to the administration at least 24 hours in advance of the meeting.
- Remote members should be visibly present (camera on) during the meeting.

## Bylaws of the Board

### Time, Place and Notification of Meetings

#### Electronic Board of Education Meetings (continued)

- Attendance remotely will be limited to no more than three times per year.
- Quorum requirements can be met by a combination of members participating in-person or electronically.
- Physical conditions of the location of the meeting may preclude electronic participation in the meeting, **however members may attend via teleconference.**
- **Participation in executive session shall not be permitted. (need to delete and replace with the following instead) During an executive session, members must be in a confidential setting where others cannot see or hear the Board's discussion.**
- **There will be no electronic participation in emergency meetings. (need to delete)**

#### **Freedom of Information Provisions Relative To Holding "Hybrid" Meetings**

In accordance with Connecticut's Freedom of Information Act (FOIA) the following provisions will be implemented so that a remote or "hybrid" meeting can occur:

1. Board of Education members shall make every attempt to participate through a technology portal where they can be viewable, or at a minimum heard, for each other and members of the public. The Board of Education will accomplish this through use of an electronic videoconferencing program, such as, but not limited to, Google Meets, ZOOM, GoToMeeting, WebEx, where members of the public can call and/or submit comments or questions electronically.
2. Notice of the Board meeting's virtual or in-person location, when a hybrid approach is utilized, shall be published through the traditional means and outlets as well as being noticed on the District website and in the Board of Education Office no less than 48 hours in advance. Such notice and agenda shall include instructions for the public to attend and provide comment or otherwise participate in the meeting, by means of electronic equipment or in person.
3. When the Board conducts a meeting, other than an executive session or special meeting, solely by means of electronic equipment, it shall (1) provide any member of the public (A) upon a written request submitted not less than twenty-four hours prior to such meeting, with a physical location and any electronic equipment necessary to attend such meeting in real-time, and (B) the same opportunities to provide comment or testimony and otherwise participate in such meeting that such member of the public would be accorded if such meeting were held in person; (2) ensure that such meeting is recorded or transcribed, excluding any portion of the meeting that is an executive session, and such transcription or recording is posted on the Board's Internet website and made available to the public to view, listen to and copy in the Board's office or regular place of business not later than seven days after the meeting and for not less than forty-five days thereafter; and (3) if a quorum of the members of the Board attend a meeting by means of electronic equipment from the same physical location, permit members of the public to attend such meeting in such physical location.

## Bylaws of the Board

### Time, Place and Notification of Meetings

#### Electronic Board of Education Meetings (continued)

4. The Board, when conducting hybrid meetings, will make provisions to allow at least some members of the public and press to attend in the same location as the Board members conducting the meeting in a manner consistent with any public health guidance. The number of the public allowed to attend the in-person or hybrid meeting will be limited to capacity limits put in place consistent with public health and social distancing guidance, determined by local health officials.
5. If the Board conducts a special meeting it shall include in the notice of such meeting whether the meeting will be conducted solely or in part by means of electronic equipment and, not less than twenty-four (24) hours prior to such meeting, shall post such notice and an agenda of the meeting. If such special meeting is to be conducted by means of electronic equipment, such notice and agenda shall include instructions for the public, by means of electronic equipment or in person, to attend and provide comment or otherwise participate in the meeting.
6. Any vote taken at a meeting during which any member participates by means of electronic equipment shall be taken by roll call, unless the vote is unanimous. The minutes of the meeting shall record a list of members that attended such meeting in person and a list of members that attended such meeting by means of electronic equipment.
7. Any member of the Board or the public who participates orally in a meeting of the Board conducted by means of electronic equipment shall make a good faith effort to state such member's name and title, if applicable at the outset of each occasion that such member participates orally.
8. Executive session will be held, when necessary and for the statutorily allowed reasons, in a second videoconferencing meeting open only to Board of Education members, and those individuals determined by the Board to be necessary to participate in such executive session.
9. Pursuant to PA 22-3 a Board member shall not be denied the opportunity to participate and vote in any meeting or proceeding using remote technology if such member requests to do so.

Legal Reference: Connecticut General Statutes

- 1-200 (2) Definitions. "Meeting."
- 1-206 Denial of access to public records or meetings.
- 1-225 Meetings of government agencies to be public, as amended by June 11 Special Session, PA 08-3.
- 1-226 Broadcasting or photographing meetings.
- 1-227 Mailing of notice of meetings to persons filing written request.
- 1-228 Adjournment of meetings. Notice.
- 1-229 Continued hearings. Notice.
- 1-230 Regular meetings to be held pursuant to regulation, ordinance or resolution.
- 1-232 Conduct of meetings.
- 10-218 Officers. Meetings.
- 10-238 Petition for hearing by board of education.

~~Executive Order No. 7B—Protection of Public Health and Safety During COVID-19 Pandemic and Response. Further Suspension and Modification of Statutes. (issued 3/14/20)~~

~~Executive Order No. 7N—Protection of Public Health and Safety During COVID-19 Pandemic and Response. Increased Distancing, Expanded Family Assistance and Academic Assessment Suspension (issued 3/26/20)~~

~~Executive Order No. 9H—Protection of Public Health and Safety During COVID-19 Pandemic and Response. Participation in Municipal Meetings, Technical Correction to Extension of Eviction Moratorium in Executive Order No. 9H (issued 10/10/20)~~

**PA 22-3 An Act Concerning Public Meetings Pursuant to the Freedom of Information Act.**

Bylaw adopted by the Board: November 18, 2021 MARLBOROUGH PUBLIC SCHOOLS  
Bylaw revised: April 28, 2022 Marlborough, Connecticut  
**Bylaw revised:**

*A sample of this mandated policy to consider with update reflecting PA 22-87.*

## **Students**

### **Reporting of Child Abuse, Neglect and Sexual Assault**

The Board of Education (Board) recognizes its legal and ethical obligations in the reporting of suspected child abuse, neglect and sexual assault. Any person applying for employment with the Board shall submit to a record check of the Department of Children and Families Child Abuse and Neglect Registry before the person may be hired. Mandated reporters include all school employees, specifically Superintendent, administrators, teachers, substitute teachers, guidance counselors, school counselors, paraprofessionals, coaches of intramural and interscholastic athletics, as well as licensed nurses, physicians, psychologists and social workers and licensed behavior analysts either employed by the Board or working in one of the District schools, or any other person who, in the performance of his or her duties, has regular contact with students and who provides services to or on behalf of students enrolled in District schools. **Mandated reporters are required to report if they suspect or believe that a child has been abused, neglected, may be abused or has been placed in imminent risk of serious harm or has been sexually assaulted.** Such individual(s) who have reasonable cause to suspect or believe that a child has been abused, neglected, placed in imminent risk of serious harm, or sexually assaulted by a school employee is required to report such abuse, neglect or risk and/or sexual assault.

A mandated reporter's suspicions may be based on factors including, but not limited to, observations, allegations, facts by a child, victim or third party. Suspicion or belief does not require certainty or probable cause.

**The Board shall annually distribute the mandated reporter policy electronically to all school employees. The Board shall annually distribute electronically, to all school employees, Board members, and parents and guardians of enrolled students, (1) guidelines on identifying and reporting child sexual abuse, starting in the 2022-23 school year, and (2) information on DCF's sexual abuse and assault awareness and prevention program.**

**Alternate Language:** In furtherance of CGS 17a-101 et. seq., and its purpose, it is the policy of the Board of Education to require ALL EMPLOYEES of the Board of Education to report suspected abuse and/or neglect, or imminent risk of serious harm, in accordance with the procedures set forth in this policy.

Furthermore, the Board of Education requires all personnel who have reasonable cause to suspect or believe that a child, under the age of eighteen (18), except in the case of sexual assault by a school employee, has been abused, neglected, has had non-accidental physical injury, or injury which is at variance with the history given of such injury, is placed in imminent danger of serious harm or has been sexually abused by a school employee to report such cases in accordance with the law, Board policy and administrative regulations. The mandatory reporting requirement regarding the sexual assault of a student by a school employee applies based on the person's status as a student, rather than his or her age.

A mandated reporter shall make an oral report, by telephone or in person, to the Commissioner of Children and Families or a law enforcement agency as soon as possible, but not later than twelve (12) hours after the mandated reporter has reasonable cause to suspect or believe that a child has been abused, neglected or placed in imminent risk of serious harm.



## Students

### Reporting of Child Abuse, Neglect and Sexual Assault (continued)

In addition, the mandated reporter shall inform the building principal or his/her designee that he/she will be making such a report. Not later than forty-eight hours of making the oral report, the mandated reporter shall file a written or electronic report with the Commissioner of Children and Families or his/her designee. (The Department of Children and Families has established a 24-hour Child Abuse and Neglect Hotline, "Careline" at 1-800-842-2288 for the purpose of making such oral reports.)

A mandated reporter may make the required oral report electronically in the manner prescribed by the Commissioner of Children and Families. An employee making an electronic report shall respond to further inquiries from the Commissioner of Children and Families or designee made within twenty-four hours. Such employee shall inform the Superintendent or his/her designee as soon as possible as to the nature of the further communication with the Commissioner or designee.

Online reports may be made to the Careline by mandated reporters if the report is of a non-emergent nature. A non-emergent situation is one in which a report is mandated but the child is not in immediate risk. *(Note: Mandated reporters reporting electronically when they reasonably suspect that a child has been abused, neglected or placed at risk of imminent harm in a "non-emergent" situation, can do so without risk that they will be subject to a failure to report finding and subsequent penalties.)*

The oral and written reports shall include, if known: (1) the names and addresses of the child and his/her parents/guardians or other persons responsible for his/her care; (2) the child's age; (3) the child's gender; (4) the nature and extent of the child's injury or injuries, maltreatment or neglect; (5) the approximate date and time the injury or injuries, maltreatment or neglect occurred; (6) information concerning any previous injury or injuries to, or maltreatment or neglect of, the child or his/her siblings; (7) the circumstances in which the injury or injuries, maltreatment or neglect came to be known to the reporter; (8) the name of the person(s) suspected to be responsible for causing such injury or injuries, maltreatment or neglect; (9) the reasons such person or persons are suspected of causing such injury or injuries, maltreatment or neglect; (10) any information concerning any prior cases in which such person or persons have been suspected of causing an injury, maltreatment or neglect of a child; and (11) whatever action, if any, was taken to treat, provide shelter or otherwise assist the child. (For purposes of this section pertaining to the required reporting, a child includes any victim under eighteen years of age educated in a technical high school or District school. Any person who intentionally and unreasonably interferes with or prevents the making of the required report or attempts to conspire to do so shall be guilty of a class D felony, unless such individual is under eighteen years of age or educated in the technical high school system or in a District school, other than part of an adult education program.)

If the report of abuse, neglect or sexual assault involves an employee of the District as the perpetrator, the District may conduct its own investigation into the allegation, provided that such investigation shall not interfere with or impede any investigation conducted by the Department of Children and Families or by a law enforcement agency.

## Students

### Reporting of Child Abuse, Neglect and Sexual Assault (continued)

The Board recognizes that the Department of Children and Families is required to disclose records to the Superintendent of Schools in response to a mandated reporter's written or oral report of abuse or neglect or if the Commissioner of Children and Families has reasonable belief that a school employee abused or neglected a student. Not later than five (5) working days after an investigation of child abuse or neglect by a school employee has been completed, DCF is required to notify the school employee and the Superintendent and the Commissioner of Education of the investigation's results. If DCF has reasonable cause, and recommends the employee be placed on DCF's Child Abuse and Neglect Registry, the Superintendent shall suspend such employee.

The Board, recognizing its responsibilities to protect children and in compliance with its statutory obligations, shall provide to each employee in-service training regarding the requirements and obligations of mandated reporters. District employees shall also participate in training offered by the Department of Children and Families. Each school employee is required to complete a refresher training program, not later than three years after completion of the initial training program and shall thereafter retake such refresher training course at least once every three years.

The Principal of each school in the district shall annually certify to the Superintendent that each school employee working at such school has completed the required initial training and the refresher training.

State law prohibits retaliation against a mandated reporter for fulfilling his/her obligations to report suspected child abuse or neglect. The Board shall not retaliate against any mandated reporter for his/her compliance with the law and Board policy pertaining to the reporting of suspected child abuse and neglect.

*(This paragraph is optional)* It is mandated that policy and procedure development include three major components: Education, Intervention and Evaluation. The Education component requires that school personnel be provided with ongoing education (staff development) related to the recognition and reporting of suspected child abuse, neglect and sexual assault. Intervention requires that "at risk" students be identified and that suspected child abuse, neglect and sexual assault be reported. Evaluation is essential in order to determine whether policy and procedures are effective and appropriately updated to incorporate changes in knowledge, personnel, student and family needs, community resources and law. Such evaluation should take place annually, or more frequently as needed.

In accordance with the mandates of the law and consistent with its philosophy, the Board in establishing this policy directs the Superintendent of Schools to develop and formalize the necessary rules and regulations to comply fully with the intent of the law.

## **Students**

### **Reporting of Child Abuse, Neglect, and Sexual Assault (continued)**

This policy will be distributed annually to all employees. Documentation shall be maintained that all employees have, in fact, received the written policy and completed the required initial and refresher training related to mandated reporting of child abuse and neglect as required by law.

The Board of Education will post the telephone number of the Department of Children and Families' child abuse hotline, Careline, and the Internet web address that provides information about the Careline in each District school in a conspicuous location frequented by students. Such posting shall be in various languages most appropriate for the students enrolled in the school.

### **Establishment of the Confidential Rapid Response Team**

The Board of Education shall establish a confidential rapid response team to coordinate with DCF to (1) ensure prompt reporting of suspected child abuse or neglect; or 1st, 2nd, 3rd, or 4th degree sexual assault; 1st degree aggravated sexual assault; or 3rd degree sexual assault with a firearm of a student not enrolled in adult education by a school employee and (2) provide immediate access to information and individuals relevant to DCF's investigation of such cases.

The confidential rapid response team shall consist of (1) a local teacher and the Superintendent, (2) a local police officer, and (3) any other person the Board of Education deems appropriate.

DCF, along with a multidisciplinary team, is required to take immediate action to investigate and address each report of child abuse, neglect or sexual abuse in any school.

### **Hiring Prohibitions**

The Board of Education will not employ anyone who was terminated or resigned after a suspension based on DCF's investigation, if he or she has been convicted of (1) child abuse or neglect or (2) 1st, 2nd, 3rd, or 4th degree sexual assault; 1st degree aggravated sexual assault; or 3rd degree sexual assault with a firearm of a student who is not enrolled in adult education.

The Board of Education will not employ an individual who was terminated or resigned, if he or she (1) failed to report the suspicion of such crimes when required to do so or (2) intentionally and unreasonably interfered with or prevented a mandated reporter from carrying out this obligation or conspired or attempted to do so. This applies regardless of whether an allegation of abuse, neglect, or sexual assault has been substantiated.

(cf. 4112.6/4212.6 – Personnel Records)

(cf. 5145.511 – Sexual Abuse Prevention and Education Program)

## Students

### Reporting of Child Abuse, Neglect, and Sexual Assault

Legal Reference: Connecticut General Statutes

10-220a Inservice training. Professional development committees. Institutes for educators. Cooperating teacher program, regulations. ~~(as amended by PA 11-93)~~

10-221d Criminal history records check of school personnel. Fingerprinting. Termination or dismissal. ~~(as amended by PA 11-93)~~

10-221s Investigations of child abuse and neglect. Disciplinary action. ~~(as amended by PA 16-188)~~

17a-28 Definitions. Confidentiality of and access to records; exceptions. Procedure for aggrieved persons. Regulations. ~~(as amended by PA 11-93 and PA 14-186)~~

17a-101 Protection of children from abuse. Mandated reporters. Educational and training program. Model mandated reporting policy. ~~(as amended by PA 96-246, PA 00-220, PA 02-106, PA 03-168, PA 09-242, PA 11-93, PA 15-205, PA 18-15 and PA 18-17)~~

17a-101a Report of abuse, neglect by or injury of child or imminent risk of serious harm to the child. Penalty for failure to report. Notification of Chief State's Attorney. ~~(as amended by PA 02-106, PA 11-93, and PA 15-205, PA 18-15 and PA 18-17)~~

17a-101b Report by mandated reporters. Notification of law enforcement agency when allegation of sexual abuse or serious physical abuse. Notification of person in charge of institution, facility or school when a staff member suspected of abuse or neglect.

17a-101c Written or electronic report by mandated reporter.

17a-101d Contents of reports.

17a-101e Employer prohibited from discriminating or retaliating against employee who makes a good faith report or testifies re child abuse or neglect. Immunity from civil or criminal liability. False report of child abuse. Referral to Office of the Chief State's Attorney. Penalty.

## Students

### Reporting of Child Abuse, Neglect, and Sexual Assault

Legal Reference: Connecticut General Statutes (continued)

17a-101g Classification and evaluation of reports. Determination of abuse or neglect of child. Investigation. Notice, entry of recommended finding. Referral to local law enforcement authority. Home visit. Removal of child in imminent risk of harm. Family assessment response program. Development of service plans and plans of care. Monitoring. Disclosure of information to community providers. Annual report.

17a-101i Abuse or neglect by school employees or staff member of public or private institution or facility providing care for children. Notice. Adoption of policy. Employee training program.

17a-101o School employee failure or delay in reporting child abuse or neglect. Policy re delayed report by mandated reporters.

17a-106 Cooperation in relation to prevention, identification and treatment of child abuse/neglect.

10-151 Teacher Tenure Act.

DCF Policy 22-1-3 Mandated Reporter's Failure to Report.

**PA 22-87 An Act Concerning the Identification and Prevention of and Response to Adult Sexual Misconduct Against Children.**

Policy adopted:

rev 7/18  
rev 6/18  
rev 5/19  
rev 4/20  
rev 7/22

MARLBOROUGH BOARD OF EDUCATION MONTHLY FINANCIAL REPORT

ENCLOSURE # 9.1A

OCT 27 2022

		October	2022-23 AS OF	10/19/2022				
UNIFUND	MUNIS		BUDGETED	EXPENDED	ENCUMBERED	BALANCE		Oct-22
ACCOUNT	ACCOUNT	DESCRIPTION	FY 2020-21	10/19/2022	10/19/2022	10/19/2022		PROJECTED
								6/30/2023
111	51111	DISTRICT ADMINISTRATION	\$ 392,434.00	\$ 123,001.84	\$ 276,754.14	\$ (7,321.98)		\$ (7,321.98)
111	51112	TEACHERS	\$ 3,891,462.50	\$ 760,408.35	\$ 3,108,971.80	\$ 22,082.35		\$ 69,080.71
111	51113	STIPENDS	\$ 6,488.00	\$ -	\$ -	\$ 6,488.00		\$ -
111	51114	CURRICULUM REVISION	\$ 5,125.00	\$ 574.00	\$ -	\$ 4,551.00		\$ -
111	51118	SUMMER SPED PROGRAMS	\$ 8,631.68	\$ 6,113.30	\$ -	\$ 2,518.38		\$ -
112	51115 29	SUBSTITUTES	\$ 103,715.50	\$ 11,760.00	\$ -	\$ 91,955.50		\$ -
112	51120 23 26 27	OFFICE/TECH/NURSE/OT/PT	\$ 545,078.20	\$ 131,316.13	\$ 366,459.96	\$ 47,302.11		\$ 59,172.77
112	51124 28	PARAEDUCATORS	\$ 544,106.56	\$ 78,071.62	\$ 407,379.40	\$ 58,655.54		\$ 45,950.30
112	51125	CUSTODIANS	\$ 213,297.53	\$ 64,831.59	\$ 134,691.00	\$ 13,774.94		\$ (7,109.56)
		TOTAL SALARIES	\$ 5,710,338.97	\$ 1,176,076.83	\$ 4,294,256.30	\$ 240,005.84		\$ 159,772.25
200	52005	SOCIAL SECURITY	\$ 156,142.00	\$ 31,932.57	\$ -	\$ 124,209.43		\$ -
200	52012	RETIREMENT CONTRIBUTION	\$ 60,217.00	\$ 16,054.87	\$ -	\$ 44,162.13		\$ -
200	52015-27	GROUP INSURANCE	\$ 806,319.68	\$ 271,008.06	\$ 506,735.99	\$ 28,575.63		\$ (37,038.40)
200	52035	UNEMPLOYMENT	\$ 9,600.00	\$ -	\$ -	\$ 9,600.00		\$ -
200	52040	WORKERS' COMPENSATION	\$ 41,083.56	\$ 35,333.77	\$ -	\$ 5,749.79		\$ 5,749.79
200	52060	TUITION REIMBURSEMENT	\$ 8,000.00	\$ 900.00	\$ -	\$ 7,100.00		\$ -
		TOTAL BENEFITS	\$ 1,081,362.24	\$ 355,229.27	\$ 506,735.99	\$ 219,396.98		\$ (31,288.61)
340	53140	AUDITING	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00		\$ -
340	53180	SCHOOL PHYSICIAN	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00		\$ -
340	53190	OCCUP/PHYS THERAPY	\$ -	\$ -	\$ -	\$ -		\$ (47,500.00)
340	53200	OTHER CONSULTANTS	\$ 16,650.00	\$ 1,400.00	\$ -	\$ 15,250.00		\$ -
310	53210	BOARD LEGAL SERVICE	\$ 14,400.00	\$ 724.00	\$ -	\$ 13,676.00		\$ -
340	53220	BOARD CLERK	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00		\$ -
330	53240	STAFF DEVELOPMENT	\$ 12,175.00	\$ 999.69	\$ 4,000.00	\$ 7,175.31		\$ (0.00)
320	53260	AHM YOUTH SERVICE	\$ 43,696.00	\$ 43,911.00	\$ -	\$ (215.00)		\$ (215.00)
		TOTAL PROF/TECH SERVICES	\$ 105,921.00	\$ 47,034.69	\$ 4,000.00	\$ 54,886.31		\$ (47,715.00)
410	54160-70, 54325-40	UTILITY SERVICES	\$ 156,905.66	\$ 28,682.20	\$ 98,459.41	\$ 29,764.05		\$ (24,999.95)
420	54XXX	CONTRACTED REPAIR SERVICE	\$ 156,115.56	\$ 34,831.33	\$ 17,835.54	\$ 103,448.69		\$ (6,975.00)
		TOTAL PROPERTY SERVICES	\$ 313,021.22	\$ 63,513.53	\$ 116,294.95	\$ 133,212.74		\$ (31,974.95)

MARLBOROUGH BOARD OF EDUCATION MONTHLY FINANCIAL REPORT

			October	2022-23 AS OF	10/19/2022			
UNIFUND	MUNIS			BUDGETED	EXPENDED	ENCUMBERED	BALANCE	Oct-22
ACCOUNT	ACCOUNT	DESCRIPTION		FY 2020-21	10/19/2022	10/19/2022	10/19/2022	PROJECTED
								6/30/2023
590	55000	TELEPHONES	\$	7,080.00	\$ 2,363.15	\$ -	\$ 4,716.85	\$ -
590	55005	WEBHOSTING/EMAIL SERVICE	\$	5,900.00	\$ 406.85	\$ -	\$ 5,493.15	\$ -
590	55030	PRINTING & BINDING	\$	-	\$ -	\$ -	\$ -	\$ -
590	55110	ADVERTISING	\$	1,100.00	\$ 99.00	\$ -	\$ 1,001.00	\$ -
562	55120	OUT OF DISTRICT PLACEMENT	\$	119,783.75	\$ 53,446.19	\$ 156,659.07	\$ (90,321.51)	\$ -
561	55125	MAGNET SCHOOL TUITION	\$	29,423.01	\$ -	\$ 33,210.00	\$ (3,786.99)	\$ (3,786.99)
590	55130	POSTAGE	\$	4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -
520	55140	LIABILITY/PROPERTY INS	\$	32,800.00	\$ 36,006.39	\$ -	\$ (3,206.39)	\$ (3,206.39)
510	55160-70	STUDENT TRANSPORTATION	\$	346,750.24	\$ 4,515.75	\$ -	\$ 342,234.49	\$ -
		TOTAL PURCHASED SERVICES	\$	546,837.00	\$ 96,837.33	\$ 189,869.07	\$ 260,130.60	\$ (6,993.38)
620	56080	HEATING OIL	\$	62,084.50	\$ -	\$ 62,084.50	\$ -	\$ -
627	56090	DIESEL & GASOLINE	\$	26,830.00	\$ 605.12	\$ 26,224.88	\$ -	\$ -
621	56095	PROPANE GAS	\$	1,200.00	\$ -	\$ -	\$ -	\$ -
611	56111-13	INSTRUCTIONAL SUPPLY	\$	73,250.00	\$ 24,465.98	\$ 16,786.64	\$ 31,997.38	\$ (13.88)
612	56211	INSTRUCTIONAL TECHNOLOGY	\$	9,490.00	\$ -	\$ -	\$ 9,490.00	\$ -
641	56410	TEXTBOOKS	\$	51,652.83	\$ 1,057.32	\$ -	\$ 50,595.51	\$ -
642	56421	LIBRARY BOOKS	\$	5,300.00	\$ -	\$ 5,898.55	\$ (598.55)	\$ (598.55)
690	56901	ADMIN OFFICE SUPPLY	\$	4,000.00	\$ 960.36	\$ 1,271.89	\$ 1,767.75	\$ -
690	56902	HEALTH ROOM SUPPLY	\$	7,000.00	\$ 928.24	\$ 282.78	\$ 5,788.98	\$ 0.00
690	56903	FINANCE OFFICE SUPPLY	\$	2,500.00	\$ 91.10	\$ -	\$ 2,408.90	\$ -
613	56904	MAINTENANCE SUPPLY	\$	32,298.45	\$ 25,406.81	\$ 2,024.09	\$ 4,867.55	\$ (0.00)
		TOTAL SUPPLIES/MATERIALS	\$	275,605.78	\$ 53,514.93	\$ 114,573.33	\$ 107,517.52	\$ (612.43)
730	57301	NEW/REP EQUIP-INSTR	\$	-	\$ -	\$ -	\$ -	\$ -
739	57390	NEW/REPL EQUIP-NON INSTR	\$	-	\$ -	\$ -	\$ -	\$ -
740	57400	CAPITAL PROJECTS	\$	-	\$ -	\$ -	\$ -	\$ -
		TOTAL CAPITAL OUTLAY	\$	-	\$ -	\$ -	\$ -	\$ -
810	58901 8902	DISTRICT MEMBERSHIP DUES	\$	13,845.00	\$ 2,373.00	\$ 169.85	\$ 11,302.15	\$ (2,123.00)
900	59000	OTHER ITEMS	\$	-	\$ -	\$ -	\$ -	\$ -
		TOTAL OTHER OBJECTS	\$	13,845.00	\$ 2,373.00	\$ 169.85	\$ 11,302.15	\$ (2,123.00)
		GRAND TOTALS	\$	8,046,931.21	\$ 1,794,579.58	\$ 5,225,899.49	\$ 1,026,452.14	\$ 39,064.88





MARLBOROUGH BOARD OF EDUCATION MONTHLY FINANCIAL REPORT

ENCLOSURE # 9.1B  
OCT 27 2022

			June 2021-22 AS OF	10/19/2022			
UNIFUND	MUNIS		BUDGETED	EXPENDED	ENCUMBERED	BALANCE	PROJECTED
ACCOUNT	ACCOUNT	DESCRIPTION	FY 2020-21	10/19/2022	10/19/2022	10/19/2022	10/19/2022
111	51111	DISTRICT ADMINISTRATION	\$ 369,254.00	\$ 383,524.90	\$ -	\$ (14,270.90)	\$ (14,270.90)
111	51112	TEACHERS	\$ 3,821,395.62	\$ 3,710,898.26	\$ -	\$ 110,497.36	\$ 110,497.36
111	51113	STIPENDS	\$ 5,700.00	\$ -	\$ -	\$ 5,700.00	\$ 5,700.00
111	51114	CURRICULUM REVISION	\$ 5,000.00	\$ 5,540.00	\$ -	\$ (540.00)	\$ (540.00)
111	51118	SUMMER SPED PROGRAMS	\$ 7,097.12	\$ 5,822.65	\$ -	\$ 1,274.47	\$ 1,274.47
112	51115 29	SUBSTITUTES	\$ 60,888.80	\$ 113,926.00	\$ -	\$ (53,037.20)	\$ (53,037.20)
112	51120 23 26 27	OFFICE/TECH/NURSE/OT/PT	\$ 558,110.15	\$ 541,574.49	\$ -	\$ 16,535.66	\$ 16,535.66
112	51124 28	PARAEDUCATORS	\$ 395,102.94	\$ 433,244.90	\$ -	\$ (38,141.96)	\$ (38,141.96)
112	51125	CUSTODIANS	\$ 205,774.86	\$ 220,789.08	\$ -	\$ (15,014.22)	\$ (15,014.22)
		TOTAL SALARIES	\$ 5,428,323.49	\$ 5,415,320.28	\$ -	\$ 13,003.21	\$ 13,003.21
200	52005	SOCIAL SECURITY	\$ 148,707.50	\$ 164,001.54	\$ -	\$ (15,294.04)	\$ (15,294.04)
200	52012	RETIREMENT CONTRIBUTION	\$ 57,350.00	\$ 51,643.50	\$ -	\$ 5,706.50	\$ 5,706.50
200	52015-27	GROUP INSURANCE	\$ 854,924.21	\$ 861,347.89	\$ -	\$ (6,423.68)	\$ (6,423.68)
200	52035	UNEMPLOYMENT	\$ 12,000.00	\$ 1,182.95	\$ -	\$ 10,817.05	\$ 10,817.05
200	52040	WORKERS' COMPENSATION	\$ 41,083.56	\$ 37,049.00	\$ -	\$ 4,034.56	\$ 4,034.56
200	52060	TUITION REIMBURSEMENT	\$ 8,000.00	\$ 7,722.68	\$ -	\$ 277.32	\$ 277.32
		TOTAL BENEFITS	\$ 1,122,065.27	\$ 1,122,947.56	\$ -	\$ (882.29)	\$ (882.29)
340	53140	AUDITING	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -
340	53180	SCHOOL PHYSICIAN	\$ 1,500.00	\$ 1,000.00	\$ -	\$ 500.00	\$ 500.00
340	53190	OCCUP/PHYS THERAPY	\$ -	\$ 8,345.50	\$ -	\$ (8,345.50)	\$ (8,345.50)
340	53200	OTHER CONSULTANTS	\$ 18,200.00	\$ 11,578.33	\$ -	\$ 6,621.67	\$ 6,621.67
310	53210	BOARD LEGAL SERVICE	\$ 14,400.00	\$ 29,808.77	\$ -	\$ (15,408.77)	\$ (15,408.77)
340	53220	BOARD CLERK	\$ 1,500.00	\$ 1,035.00	\$ -	\$ 465.00	\$ 465.00
330	53240	STAFF DEVELOPMENT	\$ 7,100.00	\$ 5,033.85	\$ -	\$ 2,066.15	\$ 2,066.15
320	53260	AHM YOUTH SERVICE	\$ 42,840.00	\$ 42,840.00	\$ -	\$ -	\$ -
		TOTAL PROF/TECH SERVICES	\$ 100,540.00	\$ 114,641.45	\$ -	\$ (14,101.45)	\$ (14,101.45)
410	54160-70, 54325-40	UTILITY SERVICES	\$ 161,870.50	\$ 135,450.09	\$ -	\$ 26,420.41	\$ 26,420.41
420	54XXX	CONTRACTED REPAIR SERVICE	\$ 135,135.56	\$ 145,074.39	\$ -	\$ (9,938.83)	\$ (9,938.83)
		TOTAL PROPERTY SERVICES	\$ 297,006.06	\$ 280,524.48	\$ -	\$ 16,481.58	\$ 16,481.58

MARLBOROUGH BOARD OF EDUCATION MONTHLY FINANCIAL REPORT

		June	2021-22 AS OF	10/19/2022			
UNIFUND	MUNIS		BUDGETED	EXPENDED	ENCUMBERED	BALANCE	PROJECTED
ACCOUNT	ACCOUNT	DESCRIPTION	FY 2020-21	10/19/2022	10/19/2022	10/19/2022	10/19/2022
590	55000	TELEPHONES	\$ 7,080.00	\$ 6,661.82	\$ -	\$ 418.18	\$ 418.18
590	55005	WEBHOSTING/EMAIL SERVICE	\$ 5,900.00	\$ 6,035.07	\$ -	\$ (135.07)	\$ (135.07)
590	55030	PRINTING & BINDING	\$ -	\$ -	\$ -	\$ -	\$ -
590	55110	ADVERTISING	\$ 1,100.00	\$ 975.60	\$ -	\$ 124.40	\$ 124.40
562	55120	OUT OF DISTRICT PLACEMENT	\$ 170,525.52	\$ 122,905.64	\$ -	\$ 47,619.88	\$ 47,619.88
561	55125	MAGNET SCHOOL TUITION	\$ 27,362.65	\$ 19,158.00	\$ -	\$ 8,204.65	\$ 8,204.65
590	55130	POSTAGE	\$ 4,000.00	\$ 4,001.30	\$ -	\$ (1.30)	\$ (1.30)
520	55140	LIABILITY/PROPERTY INS	\$ 32,800.00	\$ 34,194.00	\$ -	\$ (1,394.00)	\$ (1,394.00)
510	55160-70	STUDENT TRANSPORTATION	\$ 378,904.54	\$ 363,610.90	\$ -	\$ 15,293.64	\$ 15,293.64
		TOTAL PURCHASED SERVICES	\$ 627,672.71	\$ 557,542.33	\$ -	\$ 70,130.38	\$ 70,130.38
620	56080	HEATING OIL	\$ 56,341.00	\$ 40,420.23	\$ -	\$ 15,920.77	\$ 15,920.77
627	56090	DIESEL & GASOLINE	\$ 23,200.00	\$ 17,048.58	\$ -	\$ 6,151.42	\$ 6,151.42
621	56095	PROPANE GAS	\$ 1,200.00	\$ 796.68	\$ -	\$ -	\$ -
611	56111-13	INSTRUCTIONAL SUPPLY	\$ 67,122.00	\$ 81,022.03	\$ -	\$ (13,900.03)	\$ (13,900.03)
612	56211	INSTRUCTIONAL TECHNOLOGY	\$ 9,515.00	\$ 28,486.88	\$ -	\$ (18,971.88)	\$ (18,971.88)
641	56410	TEXTBOOKS	\$ 21,344.35	\$ 49,615.34	\$ -	\$ (28,270.99)	\$ (28,270.99)
642	56421	LIBRARY BOOKS	\$ 8,300.00	\$ 8,423.42	\$ -	\$ (123.42)	\$ (123.42)
690	56901	ADMIN OFFICE SUPPLY	\$ 4,000.00	\$ 4,547.44	\$ -	\$ (547.44)	\$ (547.44)
690	56902	HEALTH ROOM SUPPLY	\$ 8,186.00	\$ 3,701.22	\$ -	\$ 4,484.78	\$ 4,484.78
690	56903	FINANCE OFFICE SUPPLY	\$ 2,500.00	\$ 4,182.89	\$ -	\$ (1,682.89)	\$ (1,682.89)
613	56904	MAINTENANCE SUPPLY	\$ 36,060.00	\$ 50,812.83	\$ -	\$ (14,752.83)	\$ (14,752.83)
		TOTAL SUPPLIES/MATERIALS	\$ 237,768.35	\$ 289,057.54	\$ -	\$ (51,289.19)	\$ (51,289.19)
730	57301	NEW/REP EQUIP-INSTR	\$ -	\$ 89.96	\$ -	\$ (89.96)	\$ (89.96)
739	57390	NEW/REPL EQUIP-NON INSTR	\$ -	\$ 3,692.00	\$ -	\$ (3,692.00)	\$ (3,692.00)
740	57400	CAPITAL PROJECTS	\$ -	\$ -	\$ -	\$ -	\$ -
		TOTAL CAPITAL OUTLAY	\$ -	\$ 3,781.96	\$ -	\$ (3,781.96)	\$ (3,781.96)
810	58901	DISTRICT MEMBERSHIP DUES	\$ 15,845.00	\$ 17,382.43	\$ -	\$ (1,537.43)	\$ (1,537.43)
900	59000	OTHER ITEMS	\$ -	\$ -	\$ -	\$ -	\$ -
		TOTAL OTHER OBJECTS	\$ 15,845.00	\$ 17,382.43	\$ -	\$ (1,537.43)	\$ (1,537.43)
		GRAND TOTALS	\$ 7,829,220.88	\$ 7,801,198.03	\$ -	\$ 28,022.85	\$ 28,022.85

MARLBOROUGH BOARD OF EDUCATION MONTHLY FINANCIAL REPORT

		June 2021-22 AS OF	10/19/2022				
UNIFUND	MUNIS		BUDGETED	EXPENDED	ENCUMBERED	BALANCE	PROJECTED
ACCOUNT	ACCOUNT	DESCRIPTION	FY 2020-21	10/19/2022	10/19/2022	10/19/2022	10/19/2022
<b>BOE Report Feedback/ Questions</b>							
Why are Teacher Salaries under budget(51112)?							
		The combination of ESSER II funding, ESSER III funding, and retirements has allowed us to fund a surplus.					
Why are Substitute Salaries over budget(51115)?							
		We anticipate higher than average absentee rates at this time.					
		We have hired two full time substitutes to ensure high coverage rates for our absences.					
Why has the Related Services Salary (51120) surplus narrowed this month?							
		We were able to hire a Behavioral Support Specialist to assist with incoming students.					
		Our Physical Therapy Services were outsourced for the final two months of the school year.					
Why are Office Support Salaries under budget(51123)?							
		We were able to hire the Superintendent Administrative Assistant below our budgeted amount.					
Why are Paraeducator Salaries (51124) forecasted to finish in a deficit?							
		We have hired an additional one point five (1.5) paraeducators over budget to start the school year.					
		We recently settled a three year contract with retroactive payment.					
		This deficit has narrowed as the year has progressed.					
Why are Custodian Salaries (51125) forecasted to finish in a deficit?							
		We recently settled a three year contract with retroactive payment. We also have utilized substitutes.					
Why are Group Insurances (52015-52027) forecasted to finish in a deficit?							
		Several employees either elected or expanded benefits during open enrollment.					
		This deficit has narrowed as the year has progressed.					
Why is there a deficit in Occupational/Physical Therapy Services (53190)?							
		Our Physical Therapist has recently resigned.					
		We have replaced them with a contracted service for the balance of the school year.					
		There are corresponding savings in the OT/PT salary line (51120).					
Why is there a deficit in Board Legal Services (53210)?							
		We anticipate the need for ongoing negotiation and consulting services.					
		This deficit has narrowed as the year has progressed.					
Why is there a deficit forecast in the Contracted Service - Repairs Budget (54001-54999)?							
		We anticipate funding fire alarm and floor finishing repairs from the general fund budget.					
Why are Utilities (54160-70, 54325-40) under budget at this time?							
		Our loan payment for electricity infrastructure upgrades was paid off earlier this year.					
Why does Out Of District Tuition(55120) reflect a surplus rather than a deficit?							
		While we did not budget enough for summer school placements, our SPED Excess Cost Grant came in higher than expected.					
Why is Regular Education Student Transportation (55160) under budget?							
		We had contracted for nine (9) buses, but DATTCO was only able to staff eight (8).					
		Instead, DATTCO staffed a van, reflecting some savings based upon the cost per day of the vehicle.					
Why is Special Education Student Transportation (55170) over budget?							
		We did not budget enough for summer school placements.					
		We will be utilizing a full Dattco SPED van rather than a half a van in the 2021-22 school year.					
		We needed an additional van part way through the year to cover additional PREK enrollment.					
Why has Instructional Technology (56211) gone into a deficit position?							
		We have increased the number of software subscriptions this year.					
		The cost of each subscription has increased significantly.					
Why has Textbooks (56410) gone into a deficit position?							
		We have begun to purchase textbooks due to extensive lead times.					
Why has Heating Oil (56080) gone into a surplus position?							
		Our winter has been relatively mild.					
Why have Custodial Supplies (56904) gone over budget?							
		We have replaced a significant amount of door hardware this year.					
*		Asterisk indicates the budget explanation was updated as of			10/19/2022		*

Marlborough Public Schools			
Budget 2021-22			
Year End Budget Transfer Request			
<b>MOTION: That the Board approve the 2021-2022 year end transfers as presented in the amount of \$71592.32</b>			
<b>List Of Financial Transfers</b>	<b>BOE MEETING</b>	<b>BOE MEETING</b>	
	8/25/2022	10/27/2022	
4000 REPAIRS/MAINTENANCE	\$0.00	\$1,461.94	CONTINGENCY
5000 PURCHASED SERVICES	\$94,241.32	\$70,130.38	SPED EXCESS COST/REGED TRANSPORT
<b>TOTAL : FROM SURPLUS ACCOUNTS</b>	<b>\$94,241.32</b>	<b>\$71,592.32</b>	
2000 BENEFITS	-\$882.29	-\$882.29	TWO SEVERANCES
3000 PROFESSIONAL SERVICES	-\$14,101.45	-\$14,101.45	LEGAL OT/PT
6000 SUPPLIES	-\$73,610.19	-\$51,289.19	INSTRUCTIONAL/TEXTBOOKS/CUSTODIAL
7000 CAPITAL EQUIPMENT	-\$3,781.96	-\$3,781.96	NON INSTRUCTIONAL EQUIPMENT
8000 DUES AND FEES	-\$1,865.43	-\$1,537.43	DUES
<b>TOTAL : TO DEFICIT ACCOUNTS:</b>	<b>-\$94,241.32</b>	<b>-\$71,592.32</b>	

**Regional School District 8 Health and Medical Insurance Consortium**  
**Agreement and By-Laws**

This agreement is made as of March 9, 2017; revised November 9, 2017; and revised ., 2022; by and among the Members, as hereinafter defined and identified.

**Whereas**, Connecticut Public Act 10-174 provides that a municipality or local or regional board of education may join together with any combination of other municipalities and local or regional boards of education by written agreement as a single entity for the purpose of providing medical or health care benefits for their employees and eligible retirees (“Enrollees”); and

**Whereas**, the legislative body or board of education of each Member, as defined below, has duly authorized the establishment of the Regional School District 8 Health and Medical Insurance Consortium (hereinafter the "Consortium") pursuant to Connecticut Public Act 10-174 to facilitate the purchasing of health and medical insurance coverage for the parties; and

**Therefore**, the parties hereto, in consideration of the mutual covenants hereinafter set forth, and intending to be legally bound, covenant and agree as follows hereafter.

**Article 1.**

**Purpose**

- 1.1 The purpose of the Consortium is to allow Members to pool their various enrollee counts in order to achieve cost savings and risk sharing in the purchasing of health, dental and welfare products insurance coverage. Any claims paid for a Member will be funded from the Consortium Fund and the risk of claims shall be shared by the Consortium collectively, not by member. The Consortium shall review the collective claims experience of the Members and any other issues of common interest, including without limitation, wellness initiatives, the merits of full or partial self-insurance, retention of an insurance broker and predicting, calculating and negotiating the health, dental and welfare insurance expenses of the respective Members for the next fiscal year.
- 1.2 The undersigned municipalities and boards of education agree to exercise their powers pursuant to Connecticut Public Act 10-174, as amended, to act in a cooperative manner to procure medical or health care insurance (“Plan(s)”) for their respective enrollees in a manner designed to stabilize and contain the cost of such insurance.
- 1.3 Eligibility requirements shall be determined by each Member’s collective bargaining agreement or their personnel policies and procedures.
- 1.4 In the event the Consortium determines that it shall engage an insurance broker to assist the Members in acquiring health insurance for their respective members, the contract for and performance of that insurance broker shall be evaluated at least annually.
- 1.5 Notwithstanding anything herein to the contrary, each Member shall be responsible for contracting for and paying for the health insurance premiums for their respective employees. Eligible retirees will be responsible for payment of health insurance premiums pursuant to the applicable retirement policies from whichever Member the retiree retired.

## **Article 2.**

### **Name, Address, Fiscal and Plan Year**

- 2.1 The name of the Consortium shall be Regional School District 8 Health and Medical Insurance Consortium.
- 2.2 The principal office of the Consortium is the Hebron Town Offices, 15 Gilead Street, Hebron, CT 06248. The Consortium may have other such offices within the State of Connecticut as determined by the Board of Directors ("Board") as defined in Article 7.
- 2.3 The Fiscal Year of the Consortium shall commence on July 1 and end on June 30.
- 2.4 The Plan(s) shall commence on July 1 and end on June 30 (the "Plan Year").

## **Article 3.**

### **Membership**

- 3.1. Any entity that is permitted by law to cooperate in the provision of health benefits to its employees, including, but not limited to, Connecticut Public Act 10-174, as amended, may become a "Member." Membership shall at all times be subject to the terms and conditions set forth in this Agreement, any amendments hereto and applicable municipal, state and federal law.
- 3.2. The original Members shall be the Town of Andover, the Town of Hebron, the Town of Marlborough (collectively, the "Towns"), the Andover Board of Education, the Hebron Board of Education, the Marlborough Board of Education (collectively, the "Boards"), Connecticut Regional School District Number 8 ("RHAM") and Andover, Hebron and Marlborough Youth and Family Services (aka AHM).
- 3.3. Participation in the Plan(s) by some, but not all collective bargaining units or employee groups of a Member is not encouraged and shall not be permitted without the prior consent of the Board. After receiving Board approval, any Member which negotiates an alternative health insurance plan offering other than a plan offering of the Consortium with a collective bargaining unit or employee group may be subject to a risk charge as determined by the Board.
- 3.4. The Board, by a majority vote of the Board membership, may elect to permit a municipality or board of education to become a Member subject to satisfactory proof, as determined by the Board, of such municipality or board of education's financial responsibility. Such municipality or board of education must agree to continue as a Member for a minimum of three (3) years upon entry.
- 3.5. Initial membership of additional members shall become effective on the first day of the Fiscal Year following the adoption by the Board of the resolution to accept the municipality or board of education as a Member.

- 3.6. A municipality or board of education that was previously a Member, but is no longer a Member and which is otherwise eligible for membership in the Consortium, may apply for re-entry after a minimum of three (3) years has passed since it was last a Member. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board. In order to re-enter the Consortium, a municipality or board of education employer must have satisfied in full all of its outstanding financial obligations to the Consortium. A re-entering municipality or board of education must agree to continue as a Member for a minimum of three (3) years upon re-entry.

#### **Article 4.**

##### **Withdrawal from Membership**

- 4.1. After the initial three-year requirement, a Member may withdraw from the Consortium effective as of the last day of the Fiscal Year of the Consortium and after having given all other Members and the Consortium written notice not later than the last day of the previous fiscal year. Failure to provide timely written notice of withdrawal shall automatically extend the Member's membership and obligations under the Agreement for another Fiscal Year unless the Board shall waive the requirement by a two-thirds (2/3) vote of the Board.
- 4.2. Any withdrawing Member shall be responsible for its pro rata share of any Plan(s) deficit that exists on the date of the withdrawal, subject to the provisions of subsection 4.3 of this Article. The Consortium surplus or deficit shall be the actual expenses and the estimated liability of the Consortium as determined by the Board. These expenses and liabilities will be determined no later than one (1) year after the end of the Plan Year in which the Member last participated. A Member's pro rata share shall be based on the Member's relative premium or premium equivalency contribution to the Consortium as a percentage of the aggregate total net premium or premium equivalency contributions to the Consortium during the period of membership.
- 4.3. The surplus or deficit shall include recognition and offset of any claims, expenses, assets and penalties incurred at the time of withdrawal, but not yet paid. This percentage amount may then be applied to the surplus or deficit which existed on the date of the Member's withdrawal from the Consortium. There shall be no distribution of surplus funds. Any pro rata deficit amount shall be billed to the Member by the Consortium not later than one year after the effective date of the withdrawal and shall be due and payable within thirty (30) days after the date of such bill.

## Article 5.

### Dissolution; Renewal; Expulsion

- 5.1 The Board, at any time, by a two-thirds (2/3) vote of the entire Board, may determine that the Consortium shall be dissolved and terminated. If such determination is made, the Consortium shall be dissolved ninety (90) days after written notice to the Members effective at the end of the Plan Year.
- 5.2 Upon determination to dissolve the Consortium, the Board shall provide notice of its determination to the legislative bodies of the Members. The Board shall develop and submit to the legislative bodies for approval a plan for winding-up the Consortium's affairs in an orderly manner designed to result in timely payment of all benefits.
- 5.3 Upon termination of this Agreement, or the Consortium, each Member shall be responsible for its pro rata share of any deficit or shall be entitled to any pro rata share of surplus that exists, after the affairs of the Consortium are closed. No part of any funds of the Consortium shall be subject to the claims of general creditors of any member until all Consortium benefits and other Consortium obligations have been satisfied. The Consortium's surplus or deficit shall be based on actual expenses. These actual expenses will be determined no later than one year after the end of the Plan Year in which this Agreement or the Consortium terminates.
- 5.4 Any surplus or deficit shall include recognition of any claims and expenses incurred at the time of termination, but not yet paid. Such pro rata share shall be based on each Member's relative premium or premium equivalency contribution to the Consortium as a percentage of the aggregate net total premium contributions to the Plan during the period of membership participation. This percentage amount would then be applied to the surplus or deficit which exists at the time of termination.
- 5.5 The continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the effective date and on each fifth (5th) anniversary date thereafter (each a "Review Date").
- 5.6 At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Members' coming obligation to review the terms and conditions of the Agreement.
- 5.7 The Members acknowledge that it may be necessary in certain extraordinary circumstances to expel a Member from the Consortium. In the event the Board determines that a Member has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or a Member has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any other Member concerning matters relating to the Consortium, the Board may vote to conditionally terminate said Member's membership in the Consortium. Upon such a finding by the affirmative vote of two thirds (2/3) of the Board (exclusive of the Member under consideration), the offending Member shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the expiration of said sixty (60) day period, and ~~an~~ absent a satisfactory cure, the Board may expel the Member by an affirmative vote of two thirds (2/3) of the Board (exclusive of the Member under consideration). This section shall not be subject to the weighted voting provision provided in Article 11. Any liabilities associated with the Member's departure from



the Consortium under this provision shall be determined by the procedures set forth in Article 4 of this Agreement.

## Article 6.

### Member Liability

- 6.1 The Members shall share in the costs of, and assume the liabilities for health benefits provided under the Plan(s) to covered officers, employees, and their dependents. Each Member shall pay on demand such Member's share of any assessment or additional contribution ordered by the Board. The pro rata share shall be based on the Member's relative premium or premium equivalency contribution to the Plan(s) as a percentage of the aggregate net total premium or premium equivalency contribution to the Plan(s), as is appropriate based on the nature of the assessment or contribution.
- 6.2 New Members (each a "New Member") who enter the Consortium may, at the discretion of the Board, be assessed a fee for additional financial costs above and beyond the premium or equivalent premium contributions to the Plan(s). Any such additional financial obligations and any related terms and conditions associated with membership in the Consortium shall be determined by the Board, and shall be disclosed to the New Member prior to its admission. Upon admission to the Consortium, each "New Member" shall be included in the term "Member" for purposes of this Agreement.
- 6.3. Each Member shall be liable, on a pro rata basis, for any additional assessment required in the event the Consortium funding falls below those levels as follows:
  - 6.3.1 In the event the Consortium does not have admitted assets at least equal to the aggregate of its ~~liabilities, reserves and minimum surplus required~~ liabilities required to meet its obligations within the current Plan Year, the Board ~~may shall~~ within thirty (30) days, order an assessment (an "Assessment Order") for the amount that will provide sufficient funds to remove such impairment and collect from each Member a pro-rata share of such assessed amount in alignment with Article 12.
  - 6.3.2 Each Member that participated in the Consortium at any time during the two (2) year period prior to the issuing of an Assessment Order by the Board shall, if notified of such Assessment Order, pay its pro rata share of such assessment within ninety (90) days after the issuance of such Assessment Order. This provision shall survive termination of the Agreement of withdrawal or expulsion of a Member.
  - 6.3.2 For purposes of this Article, a Member's pro-rata share of any assessment shall be determined by applying the ratio of the total assessment to the aggregate total net premium or premium equivalents contributed during the period covered by the assessment on all Members subject to the assessment to the premium or premium equivalent contributed during such period attributable to such Member.

## Article 7.

### Board of Directors

- 7.1 Each Member shall be represented at Consortium meetings by one (1) authorized officer, employee or elected official of that Member (the "Director"). The Board of Directors shall consist of the authorized officers (Directors).
- 7.2 Any Director who leaves employment or elected office of a Member of the Consortium will be considered as having resigned his or her position as a Director on the effective date of his or her leaving employment or elected office.
- 7.3 Each Director shall serve at the will of the appointing Member and may be removed from office at any time by the appointing Member, and written notice of such action shall be delivered to the Chairman and the Secretary of the Board. A Director may serve more than one term.
- 7.4 No vacancy or vacancies in the Consortium shall impair the power of the remaining Directors, acting in the manner provided by this agreement, to administer the affairs of the Consortium notwithstanding the existence of such vacancy or vacancies. Members shall appoint a replacement Director within ninety (90) days of the vacancy date.
- 7.5 Indemnification: The Members and the Directors shall not be liable for the acts or omissions of any Consultant, Third-Party Administrator, attorney, certified public accountant, investment manager, or other consultant, agent, or assistant employed in pursuance of this Agreement, if such Consultant, Third-Party Administrator, attorney, certified public accountant, investment manager, or other consultant, agent, or assistant was selected pursuant to this Agreement and such person's performance was periodically reviewed by the Member or Director who found such performance to be satisfactory.

To the extent permitted by the laws of the State of Connecticut, Regional School District # 8 Health and Medical Insurance Consortium shall indemnify any Executive Officer, Member, Director, or Employee of the Consortium who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding (other than an action by or in the name of the Consortium) by reason of the fact that he or she is an Executive Officer, Member, Director or Employee of the Consortium against expenses including attorney fees, judgments, fines and amounts paid in settlement activity and reasonably incurred by him or her in connection with any such claim, actions suit or proceeding; provided that no indemnification shall be provided with respect to any civil matter in which he or she shall have been finally adjudicated not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the Consortium or in any criminal matter not to have had reasonable cause to believe that his or her conduct was lawful.

- 7.6 No Director, or any member of the Director's immediate family, shall be an owner, officer, director, partner or employee of any contractor or agency retained by the Consortium.

#### Article 8.

#### Officers

- 8.1. Structure: The Consortium shall include a Chairperson, a Vice Chairperson, a Secretary and a Treasurer; plus other such officers as may be deemed necessary by the Board. Executive Officers shall not be compensated for their service.
- 8.2. Election and Term of Office: The Consortium's officers specifically designated in Section 1 of this Article shall be elected every two years by the Board at its annual meeting or as soon thereafter as is practical. These Executive Officers shall comprise the Executive Committee of the Consortium.
- 8.3. Removal: Any Executive Officer may be removed at any time when in the judgment of the Board the best interest of the Consortium shall be served. Such removal shall be effected by a two-thirds (2/3) decision of the Directors at any meeting of the Board, provided that written notice of such meeting and purpose shall have been given to the Executive Officer(s) whose removal is to be considered. Such notice shall be met by sending it by first class mail to the Executive Officer's most recent address shown on the records of the Consortium.
- 8.4. Vacancies: Any position vacated by an officer may be filled by a majority decision of the Board for the unexpired portion of the term in the manner prescribed in these by-laws.
- 8.5. Chairperson: The Chairperson shall preside over all regular and special meetings of the Board, and shall call special meetings of the Board at his own discretion or upon petition as set forth in these by-laws.
- 8.6. Vice Chairperson: The Vice Chairperson will fulfill the duties of the Chairperson in the absence of the Chairperson
- ~~8.6~~8.7 Secretary: The Secretary shall perform all duties incident to the office of Secretary including, but not limited to, being the custodian of the Consortium's records, keeping minutes of the proceedings of the Board as well as other such duties from time to time as may be assigned by the Executive Committee of the Board.
- ~~8.7~~8.8 Treasurer: The Treasurer shall have charge and custody of, and shall be responsible for, all funds and financial instruments of the Consortium. The Treasurer shall also have charge of the books and records of account of the Consortium, which shall be kept at the principal office or other location as directed by the Board. The Treasurer shall provide a financial report of the Consortium to the Board at each regularly scheduled board meeting. The Treasurer is responsible for the filing of all reports and returns relating to or based upon the books and records of the Consortium kept under the direction of the Treasurer and other such duties from time to time as may be assigned by the Executive Committee or Board.
- ~~8.8~~8.9 The Executive Committee may, with majority approval of the Board, appoint and disband such Board committees as necessary to carry out the business of the Consortium.

## Article 9.

### Contracts and Use of Outside Experts/Staff: Authority

- 9.1 Contracts: The Board may enter into contracts and agreements in the name of and on behalf of the Consortium. Unless specifically authorized by the Board, no officers or agents shall have any authority to enter into any contracts on behalf of the Consortium.
- 9.2 Plan Administrators: Upon authorization of the Board, the Executive Committee may engage the services of a consultant, third party administrator, or other consultant, agent, assistant, or manager and other experts not otherwise employed by any of the Members or the Consortium who, acting on behalf of the Board, shall have responsibility for carrying out the business affairs of the Consortium. Compensation shall be approved by the Board.
- 9.3 Use of Outside Experts: Upon authorization of the Members at an annual meeting, the Executive Committee may engage the services of attorneys, actuaries, accountants, investment managers and other experts not otherwise employed by any of the Members or the Consortium, to assist in the administrative, financial, legal, or other matters affecting the Consortium. Compensation shall be approved by the Board.
- 9.4 Loans: No loans shall be contracted on behalf of the Consortium and no indebtedness shall be issued in its name unless authorized by a specific resolution of the Board of Directors.
- 9.5 Checks, Drafts or other Similar Orders: All checks, drafts, bills of exchange or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Consortium, shall be signed by Secretary or Treasurer and an appointed member of the Board.

## Article 10.

### Meetings and Quorum

- 10.1 The Consortium shall ~~meet monthly~~ hold regular meetings consisting of monthly meetings, from September to June held on the second Thursday of each month ~~or at such other times as they deem it necessary to transact their business, at a place to be determined by the Members, and one annual meeting held in December. Any matters relating to the affairs of the Consortium may be brought up for discussion and added to the agenda by a two-thirds (2/3) vote of those present at such regular meeting of the Consortium. Special meetings may be called by the Chairperson, provided the notice of the special meeting is delivered to all Board members at least five business days before the day on which the meeting is scheduled to occur. Every notice of a special meeting shall state the time and place of the meeting and the purpose of the meeting.~~ The Executive Officers of the Consortium may, and upon the written request of any two (2) Members shall, call a special meeting of the Consortium at any time giving at least five (5) days written notice of the time and place and purpose thereof to the remaining Members. The Executive Officers of the Consortium may, and upon the written request of any two (2) Members shall, call an emergency meeting of the Consortium at any time giving at least one (1) day written notice of the time and place thereof to the remaining Members.
- 10.2 Notwithstanding the provisions of Paragraph 10.1, to the extent required by law,

meetings will be held consistent with the requirements of Connecticut's Freedom of Information Act. Discussions of medical or health information, as defined in Connecticut General Statutes 1-210(b)(2), as amended; as subject to HIPAA Privacy Protections; or as otherwise protected as confidential under law; will be held in executive session.

10.3 Agendas for meetings of the Consortium shall be distributed and posted at least twenty-four (24) hours in advance or as otherwise required by law. Agendas and minutes shall be filed with the Town Clerk in Andover, Hebron and Marlborough.

10.4 There shall be at least one annual meeting in December of each year to:

10.4.1 Elect officers.

10.4.2 Receive and undertake a review of a proposed adopt the final budget for the next Fiscal and Plan Year for the ~~Consortium~~Consortium prepared in accordance with Article 12.

10.4.3 Address any financial related matters of the Consortium which may arise. ~~consider or enact such other business as shall be deemed advisable at such meeting. Any matters relating to the affairs of the Consortium may be brought up for discussion and added to the agenda by a two-thirds (2/3) vote of those present at the annual meeting or of any other meeting of the Consortium.~~

10.5 ~~In addition to the monthly meetings in September through June, a special meeting will be held each December to establish the rates for health insurance for the next Plan Year. The M~~meetings will take place at the Hebron Town Offices. Alternate meeting sites may be designated by the Consortium. ~~Special meetings may be called by the Chairperson, provided the notice of the special meeting is delivered to all board members at least five business days before the day on which the meeting is scheduled to occur. Every notice of a special meeting shall state the time and place of the meeting and state the purpose of the meeting.~~ Meetings and voting may take place electronically or by telecommunications in the event of extraordinary circumstances and shall be determined by the Chairperson. In the conduct of its meetings, the Consortium shall be guided by Robert's Rules of Order unless such provisions are inconsistent with these by-laws or any subsequent modifications to these by-laws.

10.6 Quorum: The majority of the entire Consortium shall constitute a quorum, and no action except a vote to adjourn or fix the time and place of the next meeting shall be adopted by less than a majority of the entire Consortium Members.

## Article 11

### Voting

11.1 Any action taken by the Board shall be by affirmative vote of a majority of the entire Consortium Members unless this Agreement specifies a minimum affirmative percentage requirement.

11.2 Each Member has one (1) vote unless a Member has a pro rata share of premium or premium equivalency contribution of greater than one-third (1/3) percentage of the aggregate total net premium or premium equivalency contribution to the Consortium, for health insurance plans during the preceding Plan Year, as determined by the Board based on annual reports designated by the Board, in which instance that Member will

be granted two voting shares. The pro rata share will be determined on the first month of the Fiscal Year.

## Article 12

### Budgeting and Reserves

12.1 The Members agree there is benefit in maintaining viable self-funded health benefit programs for their respective employees and qualified retirees. Historically, self-funded health benefit programs have resulted in lower operating expenses, more control over operating funds related to benefits, better stability in budget and fiscal results, and greater flexibility in addressing plan costs over multiple cycles or plan years.

Further, the Members recognize that a key objective of the self-funded health benefit program is to meet the obligations of plan participants while also minimizing the costs of the plans to the taxpayers.

To maintain viable self-funded programs, the Members also recognize that there must be adequate and consistent budgeting of plan expenses and maintenance of appropriate plan-level reserves.

It is the intention of the parties to maintain maximum flexibility regarding making changes to their underlying health plan designs, which would include but not be limited to the ability to make changes to their health benefit plans, to their benefit plan administrators, to their risk retention levels, to their health benefit consultants used by the plans and to make changes to their health benefit plan vendors. Accordingly, nothing in this article shall be construed, interpreted or applied to prevent any party from making any changes to their underlying health plans. If one party wishes to make a change that will affect the other parties, the change will be discussed by the Consortium Board of Directors.

12.2 The purpose of this article is to provide guidance for determining and establishing the appropriate level of reserves that should be maintained in the employee health self-insurance accounts, and for defining the processes: (a) to maintain their adequacy, (b) to address plan expenses in the event of a reserve inadequacy or surplus position; and (c) to address operational questions related to the reserves.

12.3 It is the intention of the Members to adequately fund the liabilities of their respective health insurance plans and provide sufficient financial resources to fund unexpected paid claim levels above those budgeted for a given fiscal/plan year cycle. Accordingly, the Members will fund: 1.) Incurred But Not Reported (“IBNR”) reserves, 2.) Aggregate Stop Loss Corridor (ASLC) and 3.) Claim Fluctuation Margin (CFM) at adequate levels as described below. The Consortium Board of Directors with advice from the consultants will agree on specific methodologies when determining exactly how the three components described above will be calculated.

The IBNR reserve shall be established no later than March 31 of the preceding fiscal year, at levels deemed appropriate by The Consortium Board of Directors, after consultation with the insurance consultants and insurance carriers/vendors.

The ASLC is determined by calculating the difference between the projected claims provided by carrier/consultant and the Aggregate Stop Loss, which for the July 1, 2021 – June 30, 2022 policy period is 115%. The ASLC rate will remain at 115% unless amended by the Members at a later date.

In consideration that a plan year following a year with unfavorable claims experience, in which all or most of the reserve account balance was expended, would result in a substantial health care budget increase, the Members recognize that a CFM Reserve component is desirable. Although there will be no formal maximum set for the CFM, this account target must have at least fifteen percent (15 %) of projected paid claims.

Funds cannot be considered for withdrawal from the reserve account balance for self-insurance purposes until the Total Reserve Target (TRT = sum of IBNR, ASLC and CFM) is fully funded.

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An illustration of the calculation of the TRT funding level is provided below:

Assumptions:

- a. Projected Paid claims of \$8,000,000
- b. Agreed upon IBNR: \$450,000
- c. Aggregate Stop loss at 115%
- d. CFM at 15% of projected paid claims

<u>IBNR:</u>	<u>\$450,000</u>
<u>ASLC</u>	<u>\$1,200,000 (8,000,000 * 15%)</u>
<u>CFM</u>	<u>\$1,200,000 (8,000,000 * 15 %)</u>

Total Reserve Target (TRT)     \$2,850,000

If the account balance falls below the TRT, then the reserve account should be replenished to the TRT amount over a period not to exceed two fiscal years. (Must budget for a minimum of 50 % of the shortfall in the coming year.)

It is agreed that reserve accounts cannot be utilized for any purpose other than employee health related expenses. When the Total Reserve Target is fully funded the members MAY reduce their future fiscal years individual requests by:

- 1. Offsetting future rate actions and/or
- 2. Offering a premium holiday and/or
- 3. Support of other employee health related expenses.

The impact to any of the above will be a reduction of the reserve account balance to no less than a minimum of the funding goals discussed above.

- 12.4 During the annual budget preparation the Members goal will be to include in their respective budget requests sufficient budget amounts to cover expected claims for the upcoming year, plus additional funds to fully fund the Total Reserve Target (TRT) pursuant to this article. Prior to March 31, the Board of Directors will adopt final premium rates for the following fiscal year. The detailed calculation to arrive at the established rates and the total reserve target for the upcoming Plan Year will be presented during a meeting of the Board of Directors and included in minutes of the meeting.

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In addition, the budget amounts to fund the cost for the upcoming Health Insurance policy period should include other costs outlined below:

- 1. Commissions

2. Consulting Fees

3. Individual and Aggregate Stop Loss Coverage Premiums

4. Other fees or costs associated with the administration of the plans

Therefore, the Members agree that they will meet the TRT and include other fees and costs associated with health benefits before considering any action to utilize excess reserve account balance funds in the next fiscal year.

In addition, each entity should adequately budget any other insurance related expenses that occur outside of the Consortium funding.

### **Article 13.**

#### **Reporting and Records**

- 13.1 The Board is authorized to designate any annual or ad hoc reporting as determined necessary by a majority vote of the Board.
- 13.2 The Board shall have custody of all records and documents, including financial records, associated with the operation of the Consortium. Each Member may request records and documents relative to their participation in the Consortium by providing a written request to the Executive Committee. The Consortium shall respond to each request no later than thirty (30) days after receipt thereof, and shall include all information which can be provided under applicable law.

### **Article 14.**

#### **Confidentiality**

- 14.1 Nothing contained in this Agreement shall be construed to waive any right that a covered person possesses under the Plan(s) with respect to the confidentiality of individually identifiable information or personal health information and medical records and that such rights will only be waived upon the written consent of such covered person except as required or permitted by law.

### **Article 15.**

#### **Amendment of this Agreement.**

- 15.1 This Agreement may be amended, in whole or in part, by an instrument in writing duly executed on behalf of a two-thirds (2/3) vote of the Board, with the approval of the legislative or governing boards.

### **Article 16.**

#### **Termination**



- 16.1 This Agreement may be terminated by an instrument in writing duly executed on behalf of a two-thirds (2/3) vote of the Board.

**Article 17.**

**Miscellaneous**

- 17.1 This Agreement and the Consortium is created in accordance with the laws of the State of Connecticut.
- 17.2 Each Member specifically agrees that it is its intent that this Agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions. However, in the event any provision of this Agreement be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other provisions herein contained or the application of such provisions to any other person or instance.
- 17.3 Whenever any words are used in this Agreement in the masculine gender, they shall be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall be construed to include the plural in all situations where they would so apply; and whenever any words are used in the plural, they shall also be construed to include the singular.
- 17.4 Whenever the word "person" is used in this Agreement, it should be construed to include a natural person or organization, as would be applicable, including, but not limited to, a firm, labor organization, partnership, association, corporation, legal representative, or trustee.
- 17.5 The Article and Section titles are included solely for convenience and shall, in no event, be construed to affect or modify any part of the provisions of this agreement or be construed as part thereof.
- 17.6 Each copy of this Agreement shall be considered an original when duly executed by one of the parties hereto.

**THE TOWN OF ANDOVER**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_

Date \_\_\_\_\_

**THE TOWN OF HEBRON**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_

Date \_\_\_\_\_

**THE TOWN OF MARLBOROUGH**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_

Date \_\_\_\_\_

**THE ANDOVER BOARD OF EDUCATION**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_

Date \_\_\_\_\_

**THE HEBRON BOARD OF EDUCATION**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_

Date \_\_\_\_\_

**THE MARLBOROUGH BOARD OF EDUCATION**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_  
Date \_\_\_\_\_

**CONNECTICUT REGIONAL SCHOOL  
DISTRICT NUMBER 8**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_  
Date \_\_\_\_\_

**ANDOVER, HEBRON AND MARLBOROUGH  
YOUTH SERVICES**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_  
Date \_\_\_\_\_

**Regional School District 8 Health and Medical Insurance Consortium**  
**Agreement and By--Laws**

This agreement is made as of March 9, 2017; revised November 9, 2017; and revised \_\_, 2022; by and among the Members, as hereinafter defined and identified.

**Whereas**, Connecticut Public Act 10-174 provides that a municipality or local or regional board of education may join together with any combination of other municipalities and local or regional boards of education by written agreement as a single entity for the purpose of providing medical or health care benefits for their employees and eligible retirees (“Enrollees”); and

**Whereas**, the legislative body or board of education of each Member, as defined below, has duly authorized the establishment of the Regional School District 8 Health and Medical Insurance Consortium (hereinafter the "Consortium") pursuant to Connecticut Public Act 10-174 to facilitate the purchasing of health and medical insurance coverage for the parties; and

**Therefore**, the parties hereto, in consideration of the mutual covenants hereinafter set forth, and intending to be legally bound, covenant and agree as follows hereafter.

**Article 1.**

**Purpose**

- 1.1 The purpose of the Consortium is to allow Members to pool their various enrollee counts in order to achieve cost savings and risk sharing in the purchasing of health, dental and welfare products insurance coverage. Any claims paid for a Member will be funded from the Consortium Fund and the risk of claims shall be shared by the Consortium collectively, not by member. The Consortium shall review the collective claims experience of the Members and any other issues of common interest, including without limitation, wellness initiatives, the merits of full or partial self-insurance, retention of an insurance broker and predicting, calculating and negotiating the health, dental and welfare insurance expenses of the respective Members for the next fiscal year.
- 1.2 The undersigned municipalities and boards of education agree to exercise their powers pursuant to Connecticut Public Act 10-174, as amended, to act in a cooperative manner to procure medical or health care insurance (“Plan(s)”) for their respective enrollees in a manner designed to stabilize and contain the cost of such insurance.
- 1.3 Eligibility requirements shall be determined by each Member’s collective bargaining agreement or their personnel policies and procedures.
- 1.4 In the event the Consortium determines that it shall engage an insurance broker to assist the Members in acquiring health insurance for their respective members, the contract for and performance of that insurance broker shall be evaluated at least annually.
- 1.5 Notwithstanding anything herein to the contrary, each Member shall be responsible for contracting for and paying for the health insurance premiums for their respective employees. Eligible retirees will be responsible for payment of health insurance premiums pursuant to the applicable retirement policies from whichever Member the retiree retired.

## **Article 2.**

### **Name, Address, Fiscal and Plan Year**

- 2.1 The name of the Consortium shall be Regional School District 8 Health and Medical Insurance Consortium.
- 2.2 The principal office of the Consortium is the Hebron Town Offices, 15 Gilead Street, Hebron, CT 06248. The Consortium may have other such offices within the State of Connecticut as determined by the Board of Directors ("Board") as defined in Article 7.
- 2.3 The Fiscal Year of the Consortium shall commence on July 1 and end on June 30.
- 2.4 The Plan(s) shall commence on July 1 and end on June 30 (the "Plan Year").

## **Article 3.**

### **Membership**

- 3.1. Any entity that is permitted by law to cooperate in the provision of health benefits to its employees, including, but not limited to, Connecticut Public Act 10-174, as amended, may become a "Member." Membership shall at all times be subject to the terms and conditions set forth in this Agreement, any amendments hereto and applicable municipal, state and federal law.
- 3.2. The original Members shall be the Town of Andover, the Town of Hebron, the Town of Marlborough (collectively, the "Towns"), the Andover Board of Education, the Hebron Board of Education, the Marlborough Board of Education (collectively, the "Boards"), Connecticut Regional School District Number 8 ("RHAM") and Andover, Hebron and Marlborough Youth and Family Services (aka AHM).
- 3.3. Participation in the Plan(s) by some, but not all collective bargaining units or employee groups of a Member is not encouraged and shall not be permitted without the prior consent of the Board. After receiving Board approval, any Member which negotiates an alternative health insurance plan offering other than a plan offering of the Consortium with a collective bargaining unit or employee group may be subject to a risk charge as determined by the Board.
- 3.4. The Board, by a majority vote of the Board membership, may elect to permit a municipality or board of education to become a Member subject to satisfactory proof, as determined by the Board, of such municipality or board of education's financial responsibility. Such municipality or board of education must agree to continue as a Member for a minimum of three (3) years upon entry.
- 3.5. Initial membership of additional members shall become effective on the first day of the Fiscal Year following the adoption by the Board of the resolution to accept the municipality or board of education as a Member.

- 3.6. A municipality or board of education that was previously a Member, but is no longer a Member and which is otherwise eligible for membership in the Consortium, may apply for re-entry after a minimum of three (3) years has passed since it was last a Member. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board. In order to re-enter the Consortium, a municipality or board of education employer must have satisfied in full all of its outstanding financial obligations to the Consortium. A re-entering municipality or board of education must agree to continue as a Member for a minimum of three (3) years upon re-entry.

#### **Article 4.**

##### **Withdrawal from Membership**

- 4.1. After the initial three-year requirement, a Member may withdraw from the Consortium effective as of the last day of the Fiscal Year of the Consortium and after having given all other Members and the Consortium written notice not later than the last day of the previous fiscal year. Failure to provide timely written notice of withdrawal shall automatically extend the Member's membership and obligations under the Agreement for another Fiscal Year unless the Board shall waive the requirement by a two-thirds (2/3) vote of the Board.
- 4.2. Any withdrawing Member shall be responsible for its pro rata share of any Plan(s) deficit that exists on the date of the withdrawal, subject to the provisions of subsection 4.3 of this Article. The Consortium surplus or deficit shall be the actual expenses and the estimated liability of the Consortium as determined by the Board. These expenses and liabilities will be determined no later than one (1) year after the end of the Plan Year in which the Member last participated. A Member's pro rata share shall be based on the Member's relative premium or premium equivalency contribution to the Consortium as a percentage of the aggregate total net premium or premium equivalency contributions to the Consortium during the period of membership.
- 4.3. The surplus or deficit shall include recognition and offset of any claims, expenses, assets and penalties incurred at the time of withdrawal, but not yet paid. This percentage amount may then be applied to the surplus or deficit which existed on the date of the Member's withdrawal from the Consortium. There shall be no distribution of surplus funds. Any pro rata deficit amount shall be billed to the Member by the Consortium not later than one year after the effective date of the withdrawal and shall be due and payable within thirty (30) days after the date of such bill.

## Article 5.

### Dissolution; Renewal; Expulsion

- 5.1 The Board, at any time, by a two-thirds (2/3) vote of the entire Board, may determine that the Consortium shall be dissolved and terminated. If such determination is made, the Consortium shall be dissolved ninety (90) days after written notice to the Members effective at the end of the Plan Year.
- 5.2 Upon determination to dissolve the Consortium, the Board shall provide notice of its determination to the legislative bodies of the Members. The Board shall develop and submit to the legislative bodies for approval a plan for winding-up the Consortium's affairs in an orderly manner designed to result in timely payment of all benefits.
- 5.3 Upon termination of this Agreement, or the Consortium, each Member shall be responsible for its pro rata share of any deficit or shall be entitled to any pro rata share of surplus that exists, after the affairs of the Consortium are closed. No part of any funds of the Consortium shall be subject to the claims of general creditors of any member until all Consortium benefits and other Consortium obligations have been satisfied. The Consortium's surplus or deficit shall be based on actual expenses. These actual expenses will be determined no later than one year after the end of the Plan Year in which this Agreement or the Consortium terminates.
- 5.4 Any surplus or deficit shall include recognition of any claims and expenses incurred at the time of termination, but not yet paid. Such pro rata share shall be based on each Member's relative premium or premium equivalency contribution to the Consortium as a percentage of the aggregate net total premium contributions to the Plan during the period of membership participation. This percentage amount would then be applied to the surplus or deficit which exists at the time of termination.
- 5.5 The continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the effective date and on each fifth (5th) anniversary date thereafter (each a "Review Date").
- 5.6 At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Members' coming obligation to review the terms and conditions of the Agreement.
- 5.7 The Members acknowledge that it may be necessary in certain extraordinary circumstances to expel a Member from the Consortium. In the event the Board determines that a Member has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or a Member has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any other Member concerning matters relating to the Consortium, the Board may vote to conditionally terminate said Member's membership in the Consortium. Upon such a finding by the affirmative vote of two thirds (2/3) of the Board (exclusive of the Member under consideration), the offending Member shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the expiration of said sixty (60) day period, and an absent a satisfactory cure, the Board may expel the Member by an affirmative vote of two thirds (2/3) of the Board (exclusive of the Member under consideration). This section shall not be subject to the weighted voting provision provided in Article 11. Any liabilities associated with the Member's departure from

the Consortium under this provision shall be determined by the procedures set forth in Article 4 of this Agreement.

## Article 6.

### Member Liability

- 6.1 The Members shall share in the costs of, and assume the liabilities for health benefits provided under the Plan(s) to covered officers, employees, and their dependents. Each Member shall pay on demand such Member's share of any assessment or additional contribution ordered by the Board. The pro rata share shall be based on the Member's relative premium or premium equivalency contribution to the Plan(s) as a percentage of the aggregate net total premium or premium equivalency contribution to the Plan(s), as is appropriate based on the nature of the assessment or contribution.
- 6.2 New Members (each a "New Member") who enter the Consortium may, at the discretion of the Board, be assessed a fee for additional financial costs above and beyond the premium or equivalent premium contributions to the Plan(s). Any such additional financial obligations and any related terms and conditions associated with membership in the Consortium shall be determined by the Board, and shall be disclosed to the New Member prior to its admission. Upon admission to the Consortium, each "New Member" shall be included in the term "Member" for purposes of this Agreement.
- 6.3. Each Member shall be liable, on a pro rata basis, for any additional assessment required in the event the Consortium funding falls below those levels as follows:
  - 6.3.1 In the event the Consortium does not have admitted assets at least equal to the aggregate of its liabilities required to meet its obligations within the current Plan Year, the Board may ~~shall~~, within thirty (30) days, order an assessment (an "Assessment Order") for the amount that will provide sufficient funds to remove such impairment and collect from each Member a pro-rata share of such assessed amount in alignment with Article 12.
  - 6.3.2 Each Member that participated in the Consortium at any time during the two (2) year period prior to the issuing of an Assessment Order by the Board shall, if notified of such Assessment Order, pay its pro rata share of such assessment within ninety (90) days after the issuance of such Assessment Order. This provision shall survive termination of the Agreement of withdrawal or expulsion of a Member.
  - 6.3.2 For purposes of this Article, a Member's pro-rata share of any assessment shall be determined by applying the ratio of the total assessment to the aggregate total net premium or premium equivalents contributed during the period covered by the assessment on all Members subject to the assessment to the premium or premium equivalent contributed during such period attributable to such Member.



## Article 7.

### Board of Directors

- 7.1 Each Member shall be represented at Consortium meetings by one (1) authorized officer, employee or elected official of that Member (the "Director"). The Board of Directors shall consist of the authorized officers (Directors).
- 7.2 Any Director who leaves employment or elected office of a Member of the Consortium will be considered as having resigned his or her position as a Director on the effective date of his or her leaving employment or elected office.
- 7.3 Each Director shall serve at the will of the appointing Member and may be removed from office at any time by the appointing Member, and written notice of such action shall be delivered to the Chairman and the Secretary of the Board. A Director may serve more than one term.
- 7.4 No vacancy or vacancies in the Consortium shall impair the power of the remaining Directors, acting in the manner provided by this agreement, to administer the affairs of the Consortium notwithstanding the existence of such vacancy or vacancies. Members shall appoint a replacement Director within ninety (90) days of the vacancy date.
- 7.5 Indemnification: The Members and the Directors shall not be liable for the acts or omissions of any Consultant, Third-Party Administrator, attorney, certified public accountant, investment manager, or other consultant, agent, or assistant employed in pursuance of this Agreement, if such Consultant, Third- Party Administrator, attorney, certified public accountant, investment manager, or other consultant, agent, or assistant was selected pursuant to this Agreement and such person's performance was periodically reviewed by the Member or Director who found such performance to be satisfactory.

To the extent permitted by the laws of the State of Connecticut, Regional School District # 8 Health and Medical Insurance Consortium shall indemnify any Executive Officer, Member, Director, or Employee of the Consortium who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding (other than an action by or in the name of the Consortium) by reason of the fact that he or she is an Executive Officer, Member, Director or Employee of the Consortium against expenses including attorney fees, judgments, fines and amounts paid in settlement activity and reasonably incurred by him or her in connection with any such claim, actions suit or proceeding; provided that no indemnification shall be provided with respect to any civil matter in which he or she shall have been finally adjudicated not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the Consortium or in any criminal matter not to have had reasonable cause to believe that his or her conduct was lawful.

- 7.6 No Director, or any member of the Director's immediate family, shall be an owner, officer, director, partner or employee of any contractor or agency retained by the Consortium.

#### Article 8.

#### Officers

- 8.1. Structure: The Consortium shall include a Chairperson, a Vice Chairperson, a Secretary and a Treasurer; plus other such officers as may be deemed necessary by the Board. Executive Officers shall not be compensated for their service.
- 8.2. Election and Term of Office: The Consortium's officers specifically designated in Section 1 of this Article shall be elected every two years by the Board at its annual meeting or as soon thereafter as is practical. These Executive Officers shall comprise the Executive Committee of the Consortium.
- 8.3. Removal: Any Executive Officer may be removed at any time when in the judgment of the Board the best interest of the Consortium shall be served. Such removal shall be effected by a two-thirds (2/3) decision of the Directors at any meeting of the Board, provided that written notice of such meeting and purpose shall have been given to the Executive Officer(s) whose removal is to be considered. Such notice shall be met by sending it by first class mail to the Executive Officer's most recent address shown on the records of the Consortium.
- 8.4. Vacancies: Any position vacated by an officer may be filled by a majority decision of the Board for the unexpired portion of the term in the manner prescribed in these by-laws.
- 8.5. Chairperson: The Chairperson shall preside over all regular and special meetings of the Board, and shall call special meetings of the Board at his own discretion or upon petition as set forth in these by-laws.
- 8.6. Vice Chairperson: The Vice Chairperson will fulfill the duties of the Chairperson in the absence of the Chairperson.
- 8.7. Secretary: The Secretary shall perform all duties incident to the office of Secretary including, but not limited to, being the custodian of the Consortium's records, keeping minutes of the proceedings of the Board as well as other such duties from time to time as may be assigned by the Executive Committee of the Board.
- 8.8. Treasurer: The Treasurer shall have charge and custody of, and shall be responsible for, all funds and financial instruments of the Consortium. The Treasurer shall also have charge of the books and records of account of the Consortium, which shall be kept at the principal office or other location as directed by the Board. The Treasurer shall provide a financial report of the Consortium to the Board at each regularly scheduled board meeting. The Treasurer is responsible for the filing of all reports and returns relating to or based upon the books and records of the Consortium kept under the direction of the Treasurer and other such duties from time to time as may be assigned by the Executive Committee or Board.
- 8.9. The Executive Committee may, with majority approval of the Board, appoint and disband such Board committees as necessary to carry out the business of the Consortium.

## **Article 9.**

### **Contracts and Use of Outside Experts/Staff: Authority**

- 9.1 Contracts: The Board may enter into contracts and agreements in the name of and on behalf of the Consortium. Unless specifically authorized by the Board, no officers or agents shall have any authority to enter into any contracts on behalf of the Consortium.
- 9.2 Plan Administrators: Upon authorization of the Board, the Executive Committee may engage the services of a consultant, third party administrator, or other consultant, agent, assistant, or manager and other experts not otherwise employed by any of the Members or the Consortium who, acting on behalf of the Board, shall have responsibility for carrying out the business affairs of the Consortium. Compensation shall be approved by the Board.
- 9.3 Use of Outside Experts: Upon authorization of the Members at an annual meeting, the Executive Committee may engage the services of attorneys, actuaries, accountants, investment managers and other experts not otherwise employed by any of the Members or the Consortium, to assist in the administrative, financial, legal, or other matters affecting the Consortium. Compensation shall be approved by the Board.
- 9.4 Loans: No loans shall be contracted on behalf of the Consortium and no indebtedness shall be issued in its name unless authorized by a specific resolution of the Board of Directors.
- 9.5 Checks, Drafts or other Similar Orders: All checks, drafts, bills of exchange or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Consortium, shall be signed by Secretary or Treasurer and an appointed member of the Board.

## **Article 10.**

### **Meetings and Quorum**

- 10.1 The Consortium shall hold regular meetings consisting of monthly meetings, from September to June held on the second Thursday of each month and one annual meeting held in December. Any matters relating to the affairs of the Consortium may be brought up for discussion and added to the agenda by a two-thirds (2/3) vote of those present at such regular meeting of the Consortium. Special meetings may be called by the Chairperson, provided the notice of the special meeting is delivered to all Board members at least five business days before the day on which the meeting is scheduled to occur. Every notice of a special meeting shall state the time and place of the meeting and the purpose of the meeting. The Executive Officers of the Consortium may, and upon the written request of any two (2) Members shall, call a special meeting of the Consortium at any time giving at least five (5) days written notice of the time and place and purpose thereof to the remaining Members. The Executive Officers of the Consortium may, and upon the written request of any two (2) Members shall, call an emergency meeting of the Consortium at any time giving at least one (1) day written notice of the time and place thereof to the remaining Members.
- 10.2 Notwithstanding the provisions of Paragraph 10.1, to the extent required by law, meetings will be held consistent with the requirements of Connecticut's Freedom of Information Act. Discussions of medical or health information, as defined in

Connecticut General Statutes 1-210(b)(2), as amended; as subject to HIPAA Privacy Protections; or as otherwise protected as confidential under law; will be held in executive session.

10.3 Agendas for meetings of the Consortium shall be distributed and posted at least twenty-four (24) hours in advance or as otherwise required by law. Agendas and minutes shall be filed with the Town Clerk in Andover, Hebron and Marlborough.

10.4 There shall be at least one annual meeting in December of each year to:

10.4.1 Elect officers.

10.4.2 Receive and undertake a review of a proposed budget for the next Fiscal and Plan Year for the Consortium prepared in accordance with article 12.

10.4.3 Address any financial related matters of the Consortium which may arise.

10.5

Meetings will take place at the Hebron Town Offices. Alternate meeting sites may be designated by the Consortium. Meetings and voting may take place electronically or by telecommunications in the event of extraordinary circumstances and shall be determined by the Chairperson. In the conduct of its meetings, the Consortium shall be guided by Robert's Rules of Order unless such provisions are inconsistent with these by-laws or any subsequent modifications to these by-laws.

10.6 Quorum: The majority of the entire Consortium shall constitute a quorum, and no action except a vote to adjourn or fix the time and place of the next meeting shall be adopted by less than a majority of the entire Consortium Members.

## Article 11

### Voting

11.1 Any action taken by the Board shall be by affirmative vote of a majority of the entire Consortium Members unless this Agreement specifies a minimum affirmative percentage requirement.

11.2 Each Member has one (1) vote unless a Member has a pro rata share of premium or premium equivalency contribution of greater than one-third (1/3) percentage of the aggregate total net premium or premium equivalency contribution to the Consortium, for health insurance plans during the preceding Plan Year, as determined by the Board based on annual reports designated by the Board, in which instance that Member will be granted two voting shares. The pro rata share will be determined on the first month of the Fiscal Year.

## Article 12

### Budgeting and Reserves

12.1 The Members agree there is benefit in maintaining viable self-funded health benefit programs for their respective employees and qualified retirees. Historically, self-funded health benefit programs have resulted in lower operating expenses, more control over operating funds related to benefits, better stability in budget and fiscal results, and greater flexibility in addressing plan costs over multiple cycles or plan years.

Further, the Members recognize that a key objective of the self-funded health benefit program is to meet the obligations of plan participants while also minimizing the costs of the plans to the taxpayers.

To maintain viable self-funded programs, the Members also recognize that there must be adequate and consistent budgeting of plan expenses and maintenance of appropriate plan-level reserves.

It is the intention of the parties to maintain maximum flexibility regarding making changes to their underlying health plan designs, which would include but not be limited to the ability to make changes to their health benefit plans, to their benefit plan administrators, to their risk retention levels, to their health benefit consultants used by the plans and to make changes to their health benefit plan vendors. Accordingly, nothing in this article shall be construed, interpreted or applied to prevent any party from making any changes to their underlying health plans. If one party wishes to make a change that will affect the other parties, the change will be discussed by the Consortium Board of Directors.

- 12.2 The purpose of this article is to provide guidance for determining and establishing the appropriate level of reserves that should be maintained in the employee health self-insurance accounts, and for defining the processes: (a) to maintain their adequacy, (b) to address plan expenses in the event of a reserve inadequacy or surplus position; and (c) to address operational questions related to the reserves.
- 12.3 It is the intention of the Members to adequately fund the liabilities of their respective health insurance plans and provide sufficient financial resources to fund unexpected paid claim levels above those budgeted for a given fiscal/plan year cycle. Accordingly, the Members will fund; 1.) Incurred But Not Reported (“IBNR”) reserves, 2.) Aggregate Stop Loss Corridor (ASLC) and 3.) Claim Fluctuation Margin (CFM) at adequate levels as described below. The Consortium Board of Directors with advice from the consultants will agree on specific methodologies when determining exactly how the three components described above will be calculated.

The IBNR reserve shall be established no later than March of the preceding fiscal year, at levels deemed appropriate by The Consortium Board of Directors, after consultation with the insurance consultants and insurance carriers/vendors.

The ASLC is determined by calculating the difference between the projected claims provided by carrier/consultant and the Aggregate Stop Loss, which for the July 1, 2021 – June 30, 2022 policy period is 115%. The ASLC rate will remain at 115% unless amended by the Members at a later date.

In consideration that a plan year following a year with unfavorable claims experience, in which all or most of the reserve account balance was expended, would result in a substantial health care budget increase, the Members recognize that a CFM Reserve component is desirable. Although there will be no formal maximum set for the CFM, this account target must have at least fifteen percent (15 %) of projected paid claims.

Funds cannot be considered for withdrawal from the reserve account balance for self-insurance purposes until the Total Reserve Target (TRT = sum of IBNR, ASLC and CFM) is fully funded.

An illustration of the calculation of the TRT funding level is provided below:

Assumptions:

- a. Projected Paid claims of \$8,000,000
- b. Agreed upon IBNR: \$450,000
- c. Aggregate Stop loss at 115%
- d. CFM at 15% of projected paid claims

IBNR:	\$450,000
ASLC	\$1,200,000 (8,000,000 * 15%)
CFM	\$1,200,000 (8,000,000 * 15 %)

Total Reserve Target (TRT)     \$2,850,000

If the account balance falls below the TRT, then the reserve account should be replenished to the TRT amount over a period not to exceed two fiscal years. (Must budget for a minimum of 50 % of the shortfall in the coming year.)

It is agreed that reserve accounts cannot be utilized for any purpose other than employee health related expenses. When the Total Reserve Target is fully funded the members MAY reduce their future fiscal years individual requests by:

1. Offsetting future rate actions and/or
2. Offering a premium holiday and/or
3. Support of other employee health related expenses.

The impact to any of the above will be a reduction of the reserve account balance to no less than a minimum of the funding goals discussed above.

- 12.4 During the annual budget preparation the Members goal will be to include in their respective budget requests sufficient budget amounts to cover expected claims for the upcoming year, plus additional funds to fully fund the Total Reserve Target (TRT) pursuant to this article. Prior to March 31, the Board of Directors will adopt final premium rates for the following fiscal year. The detailed calculation to arrive at the established rates and the total reserve target for the upcoming Plan Year will be presented during a meeting of the Board of Directors and included in minutes of the meeting.

In addition, the budget amounts to fund the cost for the upcoming Health Insurance policy period should include other costs outlined below:

1. Commissions
2. Consulting Fees
3. Individual and Aggregate Stop Loss Coverage Premiums
4. Other fees or costs associated with the administration of the plans

Therefore, the Members agree that they will meet the TRT and include other fees and costs associated with health benefits before considering any action to utilize excess reserve account balance funds in the next fiscal year.

In addition, each entity should adequately budget any other insurance related expenses that occur outside of the Consortium funding.

**Article 13.**

**Reporting and Records**

- 13.1 The Board is authorized to designate any annual or ad hoc reporting as determined necessary by a majority vote of the Board.
- 13.2 The Board shall have custody of all records and documents, including financial records, associated with the operation of the Consortium. Each Member may request records and documents relative to their participation in the Consortium by providing a written request to the Executive Committee. The Consortium shall respond to each request no later than thirty (30) days after receipt thereof, and shall include all information which can be provided under applicable law.

**Article 14.**

**Confidentiality**

- 14.1 Nothing contained in this Agreement shall be construed to waive any right that a covered person possesses under the Plan(s) with respect to the confidentiality of individually identifiable information or personal health information and medical records and that such rights will only be waived upon the written consent of such covered person except as required or permitted by law.

**Article 15.**

**Amendment of this Agreement.**

- 15.1 This Agreement may be amended, in whole or in part, by an instrument in writing duly executed on behalf of a two-thirds (2/3) vote of the Board, with the approval of the legislative or governing boards.

**Article 16.**

**Termination**

- 16.1 This Agreement may be terminated by an instrument in writing duly executed on behalf of a two-thirds (2/3) vote of the Board.

**Article 17.**

**Miscellaneous**

- 17.1 This Agreement and the Consortium is created in accordance with the laws of the State of Connecticut.
- 17.2 Each Member specifically agrees that it is its intent that this Agreement, under all circumstances and in every respect, shall comply with all applicable statutes, governmental regulations and judicial decisions. However, in the event any provision

of this Agreement be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other provisions herein contained or the application of such provisions to any other person or instance.

- 17.3 Whenever any words are used in this Agreement in the masculine gender, they shall be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall be construed to include the plural in all situations where they would so apply; and whenever any words are used in the plural, they shall also be construed to include the singular.
- 17.4 Whenever the word "person" is used in this Agreement, it should be construed to include a natural person or organization, as would be applicable, including, but not limited to, a firm, labor organization, partnership, association, corporation, legal representative, or trustee.
- 17.5 The Article and Section titles are included solely for convenience and shall, in no event, be construed to affect or modify any part of the provisions of this agreement or be construed as part thereof.
- 17.6 Each copy of this Agreement shall be considered an original when duly executed by one of the parties hereto.

**THE TOWN OF ANDOVER**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_  
Date \_\_\_\_\_

**THE TOWN OF HEBRON**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_  
Date \_\_\_\_\_



**THE TOWN OF MARLBOROUGH**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_

Date \_\_\_\_\_

**THE ANDOVER BOARD OF EDUCATION**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_

Date \_\_\_\_\_

**THE HEBRON BOARD OF EDUCATION**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_

Date \_\_\_\_\_

**THE MARLBOROUGH BOARD OF EDUCATION**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_

Date \_\_\_\_\_

**CONNECTICUT REGIONAL SCHOOL  
DISTRICT NUMBER 8**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_

Date \_\_\_\_\_

**ANDOVER, HEBRON AND MARLBOROUGH  
YOUTH SERVICES**

\_\_\_\_\_  
By:  
Its Duly Authorized \_\_\_\_\_

Date \_\_\_\_\_



