

**Sterling Board of Education**  
**Agenda of the Regular Meeting**  
**December 18, 2024**  
**Community Room - 6:00pm**  
**“EXCELLENCE WITH KINDNESS”**

**I.     Call to Order**

**II.    Pledge of Allegiance**

**III.   Public Comment**

**IV.    Reports and Communications**

**A.     Correspondence**

**B.     Consent Agenda**

1.     Minutes of Meeting November 20, 2024
2.     Superintendent’s Report
3.     Special Education Director’s Report
4.     Principal’s Report
5.     Clinical Supervisor’s Report
6.     Monthly Check Register

**C.     Budget and Expense Report**

**D.     Plainfield Board of Education Liaison**

**E.     Personnel - Resignation/Retirement**

**Resignation** - Matthew Guevara -Music Teacher

**V.     Unfinished Business**

**A.     Policy - 2nd Reading**

**P4000.1,5145.44** - Personnel - Certified/Non-Certified/Students - Sexual Harassment/Title IX

**R4000.1, 4200.1, 545.44** - Personnel - Certified/Non-Certified/Students Sexual Harassment/Title IX

**P0521** - Mission - Goals - Objectives - Nondiscrimination Policy and Notice

**P3171.1 - Business and Non-Instructional Operations - Non-Lapsing Education Fund (Non-Regional School Districts)**

**P5114 - Students - Suspension and Expulsion/Due Process**

**R5114 - Students - Suspension and Expulsion/Due Process**

**VI. New Business**

- A. Susan Nash-Ditzel, Superintendent of Killingly Public Schools.
- B. Review, discussion, and possible approval of MOA to add wording to the Director of Special Services/Psychologist's contract.
- C. Review, discussion, and possible approval of making January 16, 2024 a half day in order to reschedule Parent/Teacher Conferences that were canceled because of the snow day.

**VII. Committee Updates**

- A. Policy
- B. Budget
- C. Negotiations

**VIII. Recommendations, Questions and/or Comments**

**IX. Public Comment**

**X. Executive Session**

**XI. Adjournment**



**DRAFT MINUTES**  
**Sterling Board of Education**  
**Agenda of the Regular Meeting**  
**November 20, 2024**  
**Community Room - 6:00pm**  
**“EXCELLENCE WITH KINDNESS”**

**I. Call to Order**

Meeting was called to order by the Board Chair, Courtney Langlois at 6:00pm  
Present at the meeting: John Brade, Catherine Malo, Victoria Robinson-Lewis  
Absent from the meeting: Jennifer Mossner, Dorothy Capobianco  
Also present at the meeting: Theodore Friend, Heather Nickerson, Sara Howley,  
Christine Chandler, Paul Brenton

**II. Pledge of Allegiance**

**III. Public Comment**

Mr. Paul Brenton, Superintendent of Plainfield District Schools, came to invite the Sterling Board and Sterling residents to attend a program their PTO is sponsoring. They are bringing in Scott Driscoll of Internet Safety Concepts to give a presentation to parents on December 4, 2024 at 6:00pm at Plainfield High School - the presentation is for adults only.

**IV. Reports and Communications**

**A. Correspondence**

**B. Consent Agenda**

1. Minutes of Meeting October 16, 2024
2. Superintendent's Report
3. Special Education Director's Report
4. Principal's Report
5. Clinical Supervisor's Report
6. Monthly Check Register

- A motion was made by V. Robinson-Lewis and seconded by J. Brady to approve the Consent Agenda as presented.
  - Vote: All in favor
  - Motion: Passed

**C. Budget and Expense Report**

S. Howley gave the Board an update on the following: The 23-24 Audit, tuitions for the 2024-2025 SY, the Excess Cost Grant is ready to submit on Friday, the SEA contract was ratified and brought to the town hall, and that the major focus has been on the preparing the budget for the 2025-2025 SY - which will be ready to present at the December 18th Budget Sub-Committee Meeting.

- A motion was made by V. Robinson-Lewis and seconded by J. Brady to approve the Budget and Expense Report as presented.
  - Vote: All in favor
  - Motion: Passed

**D. Plainfield Board of Education Liaison**

Paul Brenton spoke about material presented at the Plainfield Board of Education meeting on December 13, 2024 - presented a large report on the Dalia Foundation on disconnected youth in Eastern CT and they presented findings that they had of communities where based on socioeconomic factors and other pieces they were finding that high school students were becoming more disconnected. Killingly, Thompson, Putnam, Plainfield, and Sterling were all communities in Eastern CT that were listed as places where students were at risk to become disconnected based on socioeconomic factors. He will share the report with Sterling.

They also had their first preliminary discussions regarding the addition of a School Resource Officer at the high school.

**E. Personnel - Resignation/Retirement**

- **New Hire** - Allison Young - Paraeducator

T. Friend noted that we are fully staffed.

**V. Unfinished Business**

A. Review, discussion, and possible approval of Silver Brooks Energy (Eversource NRES) incentive offer available to the school.

- T. Friend noted that he had shared the contract with the Board Attorney and that there were just a few word changes that needed to be made to the contract, no changes would be made to the content of the contract. He noted that the Attorney felt that it was a fine contract and we would be good to go. T. Friend recommended moving forward with the contract.
- A motion was made by J. Brady and seconded by C. Malo to approve the Silver Brooks Energy (Eversource NRES) incentive offer.
  - Vote: 3- in favor  
1-opposed
  - Motion: passed

## **VI. New Business**

A. Review, discussion, and possible approval of the SEA MOA.

C. Langlois and T. Friend noted that when the new SEA contract was created these items were missed in the contract. The following items needed to be added through the MOA: Stipend positions - Volleyball, Esports (Fall), and Esports (Spring) at \$1748. Also being added is After School Activity Programs rate of pay for \$42.89/hr. T. Friend noted that all programs are contingent on the budget.

- A motion was made by V. Robinson-Lewis and seconded by C. Malo to approve the SEA MOA as presented.
  - Vote: All in favor
  - Motion: Passed

B. Review, discussion, and possible approval of the Board Meeting dates for 2025.

- A motion was made by V. Robinson-Lewis and seconded by C. Malo to approve the Board Meeting dates for 2025 as presented/with changes.
  - Vote: All in favor
  - Motion: Passed

C. Policy - 1st Reading

**P4000.1,5145.44** - Personnel - Certified/Non-Certified/Students - Sexual Harassment/Title IX (mandated policy)

**R4000.1, 4200.1, 545.44** - Personnel - Certified/Non-Certified/Students Sexual Harassment/Title IX

**P0521** - Mission - Goals - Objectives - Nondiscrimination Policy and Notice (mandated policy)

**P3171.1** - Business and Non-Instructional Operations - Non-Lapsing Education Fund (Non-Regional School Districts)

**P5114** - Students - Suspension and Expulsion/Due Process (mandated policy)

**R5114** - Students - Suspension and Expulsion/Due Process

**VII. Committee Updates**

- A. Policy
- B. Budget
- C. Negotiations

**VIII. Recommendations, Questions and/or Comments**

**IX. Public Comment**

No one spoke at this time

**X. Executive Session**

A. Director of Student Services Contract

- A motion was made by C. Malo and seconded by V. Robinson-Lewis to enter into Executive Session to discuss the Director of Student Services Contract and to invite T. Friend.

Entered Executive Session: 6:40 pm

Exited Executive Session: 6:55 pm

- A motion was made by V. Robinson-Lewis and seconded by C. Malo to approve the Director of Student Services Contract as presented.
  - Vote: All in favor
  - Motion: Passed

**XI. Adjournment**

- A motion was made by V. Robinson-Lewis and seconded by J. Brady to adjourn the meeting.
  - Vote: All in favor
  - Motion: Passed
- Meeting adjourned at: 6:57 pm

# **Superintendent's Report**

**December 18, 2024**

## **High School**

I am continuing to investigate additional high school options for students in Sterling.

## **Cooperative Agreement**

We are continuing to work on the Cooperative Agreement between Sterling and Plainfield.

## **Town of Sterling**

I continue to work with the Town of Sterling Selectman, Link Cooper on an agreement to share our technology department staff with the town hall.

## **Budget**

We continue to draft our 25/26 school budget. We have had meetings this week with each administrator to review their portion of the budget. We have scheduled our first budget sub-committee meeting for December 18th.

## **Special Services**

In my role as the Special Services Director, I continue to oversee all out-of-district placements and high school meetings.

## **Technology Department**

- **Cybersecurity Pilot**

The Cybersecurity Pilot grant application through USAC has been submitted. We should hear back before the close of this fiscal year, between March - May. The IT department has requested coverage for MDR (Managed Detection Response) with a SOC (Security Operations Center) which is an add-on to our existing Antivirus. If selected, the school will have 3 years of MDR/AV Coverage. This includes automated response in the event of an incident after hours.

- **Stage Lighting**

As you may or may not know, the stage lighting system has been inoperable since at least 2020. After having ALSS come out, we are happy to report that the system is now fully operational. This will allow us to use the colored stage lights and spotlights which previously did not work.

## **Maintenance Department**

- **Silver Brook Contract - update**

We now have a copy of the Silver Brook signed contract on file.

## **Principal's Report December 18, 2024**

### **SCS Advancement Plan - Goal #3**

- PDEC
  - Personal Learning opportunities
    - Teachers + Paraeducators have the option during PD days to request personal PD opportunities
  - Sterling Educator Evaluation and Support Plan
    - Informal Observations of 5-10 minutes will continue throughout the year
    - First Observation of Professional Practice which includes a pre / post meeting for non-tenured staff completed prior to winter break
  - Coaching Opportunities
    - Math Coach - November 19 + 20 and December 10 + 11
      - Coaching model with all teachers / support staff who support math instruction
      - Coach models / co-teaches lessons as part of the coaching cycle
    - Eastconn consultant
      - working with our 6 / 7 / 8 teams and reviewing student work
      - Coaching / modeling to address and focus on vocabulary
    - HMH (Into Reading)
      - Coachly Support to grade levels implementing reading series
      - One 6 hour sessions during professional development scheduled for March
- Attendance
  - Reviewing medical excused absences as needed with nurse
- Family Involvement
  - Third Grade Families attending Holiday breakfast with songs 12/17
  - Fifth Grade Families attending Cookies & Cocoa 12/13

### **SCS Advancement Plan - Goal # 6**

- Social Emotional Team Meeting
  - Shared out wellness calendar
- Academic Team Meeting
  - Updated MTSS sheets with Erin from Eastconn
  - Sheets are ready for staff to update with current student information

### **Late Fall Updates:**

- Basketball and cheer teams have begun, first games in December
- PTO Holiday Bazaar was a success and many families and community members attended

## Clinical/Behavioral Report December 18, 2024

To: Sterling Board of Education  
From: Laura Smith, Clinical Supervisor/Social Worker  
Date: December 18 2024  
Subj: Clinical/Behavioral Report

### Community (Strategic Plan Goal 5 & 6)

- Social Emotional Learning (SEL)- SELweb Fall 2024 assessment is complete. The data is being analyzed and will be used by teachers to inform their SEL instruction, and connect to needed resources.
- Collaboration with the Department of Children and Families liaisons, and other outside mental health resources to support children and families in need in our school community. Meet and plan with parents to connect with needed mental health resources for their children and families.
- Attendance Team meetings to increase student attendance and engage and plan with families to identify strategies to reduce barriers to school attendance.
- Collaboration with regional McKinney-Vento liaisons, our Transportation Director and other outside resources to support students and families experiencing homelessness in our school district. Upcoming McKinney-Vento Liaison Team Meeting 12/11/24.
- Weekly team meetings -Collaboration, planning, and response with tiered teams to support PBIS, SEL, and Restorative Practices integration path. Behavior data team review and action planning.
- Behavioral data 2024-2025:

| Number of Administrator-Managed Referrals by Month |      |     |     |     |     |     |     |     |     |     |
|----------------------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Aug                                                | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun |
| 0                                                  | 7    | 20  | 13  |     |     |     |     |     |     |     |

- LPC Grant 2024-2025 -The LPC Grant application has been approved, and we received the funding. Regional Prevention Team meeting 12/5/24.
- NJHS Collaboration supporting Socktober and our Annual Hunger Games Food Drive to support Project PIN Food Pantry. Our Hunger Food Drive donated 1200 pounds of non-perishable food to Project PIN. Holiday Giving Tree supporting our students and families in need is underway this December.

### Faculty & Staff (Strategic Plan Goal 2, 3, 4)

- PDEC - Informal classroom observations are underway supporting Tier 1 transitions, routines, and SEL/PBIS implementation. Observations of Professional Practice and pre/post meetings are being completed. Parent/teacher conferences 12/6/24.

|                         |  |                                |                                    |
|-------------------------|--|--------------------------------|------------------------------------|
| Special Services Report |  | BOE Meeting: December 18, 2024 | Statistics as of November 30, 2024 |
|-------------------------|--|--------------------------------|------------------------------------|

| Student Count by Location, <b>at the END of:</b>                           | June | July | August | Sept | Oct | Nov | Dec | Jan | Feb | March | April | May |
|----------------------------------------------------------------------------|------|------|--------|------|-----|-----|-----|-----|-----|-------|-------|-----|
| Sterling Community School PrK-8th IEPs                                     | 66   | 59   | 57     | 58   | 59  | 60  |     |     |     |       |       |     |
| Sterling Community School PrK-8th 504s                                     | 24   | 16   | 17     | 17   | 18  | 21  |     |     |     |       |       |     |
| High School IEPs<br>(Magnet: ACT, QMC, Killingly Vo Ag: Plainfield; STEM)  | 26   | 28   | 28     | 28   | 26  | 26  |     |     |     |       |       |     |
| High School 504's<br>(Magnet: ACT, QMC, Killingly Vo Ag: Plainfield; STEM) | 21   | 20   | 20     | 20   | 20  | 20  |     |     |     |       |       |     |
| Out of District-Special Tuition                                            | 10   | 12   | 12     | 11   | 14  | 14  |     |     |     |       |       |     |
| Total Students with IEPs                                                   | 102  | 99   | 97     | 97   | 99  | 100 |     |     |     |       |       |     |
| Total Students with 504s                                                   | 45   | 36   | 37     | 37   | 38  | 41  |     |     |     |       |       |     |



# Sterling Board of Education

## Reprint Check Listing

Fiscal Year: 2024-2025

Criteria:

Bank Account: BOE - Bank Hometown 490404101

From Date: 11/01/2024

To Date: 11/30/2024

From Check:

To Check:

From Voucher:

To Voucher:

| Check Number | Date       | Payee                             | Amount      | Voucher | Status  | Type    | Cleared?                 | Clear Date | Void Date |
|--------------|------------|-----------------------------------|-------------|---------|---------|---------|--------------------------|------------|-----------|
| 200673       | 11/01/2024 | ANDERSON MOTORS, INC.             | \$460.48    | 1037    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200674       | 11/01/2024 | ANTHEM LIFE INSURANCE CO          | \$502.02    | 1037    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200675       | 11/01/2024 | CHLIC.                            | \$3,590.92  | 1037    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200676       | 11/01/2024 | CORPORATE BILLING LLC             | \$440.76    | 1037    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200677       | 11/01/2024 | DIME OIL COMPANY                  | \$2,495.66  | 1037    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200678       | 11/01/2024 | GAGNON SIGN                       | \$110.00    | 1037    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200679       | 11/01/2024 | LF POWERS CO INC                  | \$458.76    | 1037    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200680       | 11/01/2024 | NEW ENGLAND TRANSIT               | \$392.21    | 1037    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200681       | 11/01/2024 | ROGER DESIR                       | \$125.00    | 1037    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200682       | 11/01/2024 | US BANK VOYAGER FLEET SYS         | \$1,916.62  | 1037    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200683       | 11/01/2024 | VICTORIA MORIN                    | \$115.00    | 1037    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200684       | 11/01/2024 | VILLAGE FLOOR COVERING            | \$1,459.48  | 1037    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200685       | 11/07/2024 | AFLAC NEW YORK                    | \$37.80     | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200686       | 11/07/2024 | AMAZON                            | \$592.32    | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200687       | 11/07/2024 | CABE                              | \$60.00     | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200688       | 11/07/2024 | CASELLA WASTE                     | \$620.55    | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200689       | 11/07/2024 | CLEAN FOCUS DEVELOPMENT LLC       | \$2,100.05  | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200690       | 11/07/2024 | HARMONY HILL SCHOOL               | \$7,235.36  | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200691       | 11/07/2024 | HOME DEPOT CREDIT SERVICES        | \$649.00    | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200692       | 11/07/2024 | LIFESPAN SCHOOL SOLUTIONS<br>INC  | \$13,256.00 | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200693       | 11/07/2024 | NASSP / NASC                      | \$385.00    | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200694       | 11/07/2024 | NCS PEARSON                       | \$48.48     | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200695       | 11/07/2024 | NEURO DEVELOPMENT OF WORDS<br>LLC | \$1,870.00  | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |

# Sterling Board of Education

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From Voucher:

To Voucher:

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|--------------|------------|-------------------------------------|-------------|---------|---------|---------|--------------------------|------------|-----------|
| 200696       | 11/07/2024 | RICOH USA, INC                      | \$1,327.92  | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200697       | 11/07/2024 | SARA HOWLEY                         | \$2,000.00  | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200698       | 11/07/2024 | SHARP TRAINING INC                  | \$11,151.00 | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200699       | 11/07/2024 | SPEECH TIME FUN INC                 | \$97.00     | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200700       | 11/07/2024 | TREASURER - STATE OF CT             | \$396.00    | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200701       | 11/07/2024 | VANDI AUTO SUPPLY                   | \$559.48    | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200702       | 11/07/2024 | WINDHAM BOARD OF EDUCATION          | \$59,130.00 | 1038    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200703       | 11/14/2024 | AMAZON                              | \$531.43    | 1040    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200704       | 11/14/2024 | DIME OIL COMPANY                    | \$2,459.22  | 1040    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200705       | 11/14/2024 | EASY WAY SAFETY SERVICES            | \$235.00    | 1040    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200706       | 11/14/2024 | FRIEND, THEODORE F                  | \$143.88    | 1040    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200707       | 11/14/2024 | GRANITE CITY ELECTRIC SUPPLY        | \$650.00    | 1040    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200708       | 11/14/2024 | HARTFORD HEALTHCARE CORPORATION SBO | \$1,260.00  | 1040    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200709       | 11/14/2024 | JOSHUA D CASTLE                     | \$1,500.00  | 1040    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200710       | 11/14/2024 | KILLINGLY BOARD OF EDUCATION        | \$94,968.00 | 1040    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200711       | 11/14/2024 | THE AMERICAN SCHOOL FOR THE DEAF    | \$26,683.42 | 1040    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200712       | 11/14/2024 | VERIZON WIRELESS                    | \$393.40    | 1040    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200713       | 11/14/2024 | VILLAGE FLOOR COVERING              | \$726.66    | 1040    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200714       | 11/14/2024 | W B MASON CO INC                    | \$24.75     | 1040    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200715       | 11/26/2024 | AFLAC NEW YORK                      | \$914.06    | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200716       | 11/26/2024 | ALLSTATE                            | \$52.84     | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200717       | 11/26/2024 | AMAZON                              | \$525.35    | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |

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|--------------|------------|--------------------------------------|-------------|---------|---------|---------|--------------------------|------------|-----------|
| 200718       | 11/26/2024 | AMERIPRISE FINANCIAL SERVICES, INC   | \$342.00    | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200719       | 11/26/2024 | ANDERSON MOTORS, INC.                | \$1,004.21  | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200720       | 11/26/2024 | ANTHEM BLUE CROSS/BLUE SHIELD        | \$87,767.81 | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200721       | 11/26/2024 | APPLE INC.                           | \$1,551.00  | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200722       | 11/26/2024 | AXA EQUITABLE                        | \$1,725.55  | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200723       | 11/26/2024 | BONNER, RUSSELL                      | \$132.50    | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200724       | 11/26/2024 | CORPORATE BILLING LLC                | \$449.38    | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200725       | 11/26/2024 | EVERSOURCE                           | \$6,644.78  | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200726       | 11/26/2024 | HARTFORD HEALTHCARE CORPORATION SBO  | \$360.00    | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200727       | 11/26/2024 | HORACE MANN LIFE INSURANCE COMPANY   | \$1,841.42  | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200728       | 11/26/2024 | HORIZONS, INC                        | \$6,865.50  | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200729       | 11/26/2024 | METLIFE 0837050                      | \$153.83    | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200730       | 11/26/2024 | PITNEY BOWES (METER)                 | \$244.20    | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200731       | 11/26/2024 | RICOH USA, INC                       | \$261.95    | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200732       | 11/26/2024 | SPECIAL ACCT EXCEL BENE OF CUSTOMERS | \$2,926.57  | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200733       | 11/26/2024 | STERLING EDUCATION ASSOCIATION       | \$2,665.60  | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200734       | 11/26/2024 | SULLIVAN TIRE                        | \$2,583.32  | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200735       | 11/26/2024 | THE AMERICAN SCHOOL FOR THE DEAF     | \$650.25    | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200736       | 11/26/2024 | THE HILB GROUP OF NEW ENGLAND LLC    | \$9,399.90  | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200737       | 11/26/2024 | UPSEU 05745                          | \$722.64    | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |

## Sterling Board of Education

### Reprint Check Listing

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|---------------|------------|----------------------------|--------------|---------|---------|---------|--------------------------|------------|-----------|
| 200738        | 11/26/2024 | W B MASON CO INC           | \$19.17      | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| 200739        | 11/26/2024 | WINDHAM BOARD OF EDUCATION | \$2,190.15   | 1043    | Printed | Expense | <input type="checkbox"/> |            |           |
| Total Amount: |            |                            | \$375,152.61 |         |         |         |                          |            |           |
| End of Report |            |                            |              |         |         |         |                          |            |           |

## Sterling Board of Education

## Budget and Expenses - BOE

From Date: 11/1/2024

To Date: 11/30/2024

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask☐ Include pre encumbrance☐ Print accounts with zero balance☒ Filter Encumbrance Detail by Date Range☐ Exclude Inactive Accounts with zero balance

| Account Number          | Description                    | GL Budget      | Range To Date | YTD          | Balance        | Encumbrance  | Budget Balance | % Bud    |
|-------------------------|--------------------------------|----------------|---------------|--------------|----------------|--------------|----------------|----------|
| A.1000.111.01.000.00.71 | Certified Personnel            | \$1,646,669.00 | \$146,151.64  | \$618,751.49 | \$1,027,917.51 | \$0.00       | \$1,027,917.51 | 62.42%   |
| A.1000.111.03.000.00.71 | Certified Substitutes          | \$50,000.00    | \$3,775.00    | \$13,650.00  | \$36,350.00    | \$0.00       | \$36,350.00    | 72.70%   |
| A.1000.112.01.000.00.71 | Non Certified Personnel        | \$91,755.00    | \$9,220.41    | \$22,413.29  | \$69,341.71    | \$0.00       | \$69,341.71    | 75.57%   |
| A.1000.210.00.000.00.71 | E/B Insurance                  | \$415,000.00   | \$51,908.08   | \$245,866.17 | \$169,133.83   | \$423,191.23 | (\$254,057.40) | -61.22%  |
| A.1000.220.00.000.00.70 | E/B FICA/Medicare              | \$34,721.00    | \$2,924.55    | \$11,284.57  | \$23,436.43    | \$0.00       | \$23,436.43    | 67.50%   |
| A.1000.240.00.000.00.71 | E/B Other (Course Reim)        | \$6,000.00     | \$0.00        | \$0.00       | \$6,000.00     | \$0.00       | \$6,000.00     | 100.00%  |
| A.1000.320.01.000.00.71 | Professional Development - Cer | \$15,000.00    | \$115.00      | \$788.00     | \$14,212.00    | \$0.00       | \$14,212.00    | 94.75%   |
| A.1000.330.01.106.00.71 | Music Professional Services    | \$500.00       | \$0.00        | \$520.00     | (\$20.00)      | \$0.00       | (\$20.00)      | -4.00%   |
| A.1000.590.00.000.00.71 | Printing                       | \$500.00       | \$0.00        | \$0.00       | \$500.00       | \$0.00       | \$500.00       | 100.00%  |
| A.1000.611.00.101.00.71 | Language Arts Instructional Su | \$200.00       | \$0.00        | \$0.00       | \$200.00       | \$0.00       | \$200.00       | 100.00%  |
| A.1000.611.01.000.00.71 | Instructional Supplies         | \$10,000.00    | \$123.41      | \$1,067.39   | \$8,932.61     | \$124.47     | \$8,808.14     | 88.08%   |
| A.1000.611.01.102.00.71 | Math Instructional Supplies    | \$1,000.00     | \$0.00        | \$106.32     | \$893.68       | \$0.00       | \$893.68       | 89.37%   |
| A.1000.611.01.105.00.71 | Art Instructional Supplies     | \$1,800.00     | \$0.00        | \$0.00       | \$1,800.00     | \$0.00       | \$1,800.00     | 100.00%  |
| A.1000.611.01.106.00.71 | Music Instructional Supplies   | \$1,000.00     | \$0.00        | \$0.00       | \$1,000.00     | \$0.00       | \$1,000.00     | 100.00%  |
| A.1000.611.01.107.00.71 | Health Instructional Supplies  | \$200.00       | \$0.00        | \$0.00       | \$200.00       | \$0.00       | \$200.00       | 100.00%  |
| A.1000.611.01.108.00.71 | PE Instructional Supplies      | \$500.00       | (\$14.58)     | (\$14.58)    | \$514.58       | \$0.00       | \$514.58       | 102.92%  |
| A.1000.611.01.109.00.71 | World Language Instructional S | \$500.00       | \$0.00        | \$329.00     | \$171.00       | \$0.00       | \$171.00       | 34.20%   |
| A.1000.641.01.000.00.71 | Textbooks                      | \$5,000.00     | \$0.00        | \$0.00       | \$5,000.00     | \$0.00       | \$5,000.00     | 100.00%  |
| A.1000.642.01.000.00.71 | Consumable Workbooks           | \$500.00       | \$0.00        | \$0.00       | \$500.00       | \$0.00       | \$500.00       | 100.00%  |
| A.1000.642.01.102.00.71 | Math Consumable Workbooks      | \$3,000.00     | \$0.00        | \$1,325.12   | \$1,674.88     | \$0.00       | \$1,674.88     | 55.83%   |
| A.1000.650.00.000.00.71 | Educational Software Licenses/ | \$33,990.00    | \$0.00        | \$1,795.57   | \$32,194.43    | \$21,409.19  | \$10,785.24    | 31.73%   |
| A.1000.690.01.103.00.71 | Science Other Supplies         | \$1,000.00     | \$132.50      | \$265.00     | \$735.00       | \$0.00       | \$735.00       | 73.50%   |
| A.1000.690.01.105.00.71 | Art Other Supplies & Materials | \$200.00       | \$0.00        | \$0.00       | \$200.00       | \$0.00       | \$200.00       | 100.00%  |
| A.1000.690.01.106.00.71 | Music Other Supplies & Materia | \$200.00       | \$0.00        | \$0.00       | \$200.00       | \$0.00       | \$200.00       | 100.00%  |
| A.1000.690.01.109.00.71 | World Language Other Supplies  | \$1,500.00     | \$0.00        | \$0.00       | \$1,500.00     | \$0.00       | \$1,500.00     | 100.00%  |
| A.1000.730.00.000.00.71 | Instructional Equipment        | \$3,000.00     | \$0.00        | \$0.00       | \$3,000.00     | \$0.00       | \$3,000.00     | 100.00%  |
| A.1000.739.00.000.00.71 | Copier Leases, Fees, Supplies  | \$18,540.00    | \$1,327.92    | \$5,226.72   | \$13,313.28    | \$9,829.52   | \$3,483.76     | 18.79%   |
| A.1000.739.01.106.00.71 | Music Equipment                | \$1,000.00     | \$0.00        | \$0.00       | \$1,000.00     | \$0.00       | \$1,000.00     | 100.00%  |
| A.1000.890.00.000.00.71 | Dues & Fees                    | \$500.00       | \$0.00        | \$0.00       | \$500.00       | \$0.00       | \$500.00       | 100.00%  |
|                         | Func: Regular Program - 1000   | \$2,343,775.00 | \$215,663.93  | \$923,374.06 | \$1,420,400.94 | \$454,554.41 | \$965,846.53   | 41.21%   |
| A.1200.111.00.000.00.71 | Special Education Director     | \$102,907.00   | \$0.00        | \$27,099.93  | \$75,807.07    | \$0.00       | \$75,807.07    | 73.67%   |
| A.1200.111.01.000.00.71 | Certified Personnel            | \$519,128.00   | \$47,197.33   | \$175,451.17 | \$343,676.83   | \$0.00       | \$343,676.83   | 66.20%   |
| A.1200.112.01.000.00.71 | Non Certified Personnel        | \$238,800.00   | \$20,736.93   | \$77,553.46  | \$161,246.54   | \$0.00       | \$161,246.54   | 67.52%   |
| A.1200.112.02.000.00.71 | Non Certified Substitutes      | \$5,000.00     | \$0.00        | \$0.00       | \$5,000.00     | \$0.00       | \$5,000.00     | 100.00%  |
| A.1200.210.00.000.00.71 | E/B Insurance                  | \$272,260.00   | \$23,416.57   | \$114,974.20 | \$157,285.80   | \$275,075.98 | (\$117,790.18) | -43.26%  |
| A.1200.220.00.000.00.70 | E/B FICA/Medicare              | \$31,572.00    | \$2,061.95    | \$7,944.16   | \$23,627.84    | \$0.00       | \$23,627.84    | 74.84%   |
| A.1200.240.00.000.00.71 | E/B Other                      | \$4,715.00     | \$135.58      | \$677.90     | \$4,037.10     | \$949.10     | \$3,088.00     | 65.49%   |
| A.1200.320.00.000.00.71 | Professional Development - Cer | \$2,000.00     | \$97.00       | \$1,236.00   | \$764.00       | \$0.00       | \$764.00       | 38.20%   |
| A.1200.322.01.000.00.71 | Professional Dev - Non Cert    | \$1,800.00     | \$0.00        | \$0.00       | \$1,800.00     | \$0.00       | \$1,800.00     | 100.00%  |
| A.1200.330.00.000.00.71 | Professional & Technical Svcs  | \$31,760.00    | \$1,870.00    | \$5,795.00   | \$25,965.00    | \$28,430.00  | (\$2,465.00)   | -7.76%   |
| A.1200.330.01.000.00.71 | Evaluation Services            | \$10,000.00    | \$1,620.00    | \$1,620.00   | \$8,380.00     | \$0.00       | \$8,380.00     | 83.80%   |
| A.1200.330.02.000.00.71 | Assistive Technology           | \$3,000.00     | \$1,668.92    | \$1,668.92   | \$1,331.08     | \$0.00       | \$1,331.08     | 44.37%   |
| A.1200.580.00.000.00.71 | Travel                         | \$500.00       | \$0.00        | \$0.00       | \$500.00       | \$0.00       | \$500.00       | 100.00%  |
| A.1200.611.01.000.00.71 | Instructional Supplies         | \$2,000.00     | \$0.00        | \$701.50     | \$1,298.50     | \$38.95      | \$1,259.55     | 62.98%   |
| A.1200.611.02.000.00.71 | Testing Supplies               | \$1,500.00     | \$48.48       | \$1,234.33   | \$265.67       | \$2,263.07   | (\$1,997.40)   | -133.16% |
| A.1200.630.00.000.00.71 | Special Ed Incentive           | \$1,200.00     | \$0.00        | \$0.00       | \$1,200.00     | \$0.00       | \$1,200.00     | 100.00%  |
| A.1200.641.02.000.00.71 | Consumable Workbooks           | \$500.00       | \$0.00        | \$0.00       | \$500.00       | \$0.00       | \$500.00       | 100.00%  |
| A.1200.650.00.000.00.71 | Educational Software Licenses/ | \$2,250.00     | \$0.00        | \$120.00     | \$2,130.00     | \$1,875.00   | \$255.00       | 11.33%   |
| A.1200.690.00.000.00.72 | Other Supplies & Materials     | \$1,000.00     | \$45.98       | \$53.96      | \$946.04       | \$0.00       | \$946.04       | 94.60%   |
| A.1200.700.00.000.00.71 | Equipment                      | \$1,500.00     | \$0.00        | \$234.11     | \$1,265.89     | \$3,721.00   | (\$2,455.11)   | -163.67% |

## Sterling Board of Education

## Budget and Expenses - BOE

From Date: 11/1/2024

To Date: 11/30/2024

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask☐ Include pre encumbrance☐ Print accounts with zero balance☒ Filter Encumbrance Detail by Date Range☐ Exclude Inactive Accounts with zero balance

| Account Number          | Description                                | GL Budget      | Range To Date | YTD          | Balance      | Encumbrance  | Budget Balance | % Bud     |
|-------------------------|--------------------------------------------|----------------|---------------|--------------|--------------|--------------|----------------|-----------|
| A.1200.890.00.000.00.71 | Dues & Fees                                | \$500.00       | \$0.00        | \$250.00     | \$250.00     | \$0.00       | \$250.00       | 50.00%    |
|                         | Func: Special Education Program - 1200     | \$1,233,892.00 | \$98,898.74   | \$416,614.64 | \$817,277.36 | \$312,353.10 | \$504,924.26   | 40.92%    |
| A.2130.111.01.000.00.71 | School Nurse                               | \$54,636.00    | \$4,202.76    | \$22,949.36  | \$31,686.64  | \$0.00       | \$31,686.64    | 58.00%    |
| A.2130.111.03.000.00.71 | School Nurse Substitutes                   | \$2,625.00     | \$0.00        | \$350.00     | \$2,275.00   | \$0.00       | \$2,275.00     | 86.67%    |
| A.2130.210.00.000.00.71 | E/B Insurance                              | \$900.00       | \$85.73       | \$342.92     | \$557.08     | \$653.50     | (\$96.42)      | -10.71%   |
| A.2130.220.00.000.00.70 | E/B FICA/Medicare                          | \$4,380.00     | \$319.82      | \$1,777.33   | \$2,602.67   | \$0.00       | \$2,602.67     | 59.42%    |
| A.2130.240.00.000.00.71 | E/B Other                                  | \$1,640.00     | \$136.58      | \$682.90     | \$957.10     | \$956.10     | \$1.00         | 0.06%     |
| A.2130.322.01.000.00.71 | Professional Dev - Non Cert                | \$500.00       | \$0.00        | \$295.00     | \$205.00     | \$0.00       | \$205.00       | 41.00%    |
| A.2130.330.00.000.00.71 | Professional & Technical Svcs              | \$3,750.00     | \$0.00        | \$2,494.00   | \$1,256.00   | \$674.00     | \$582.00       | 15.52%    |
| A.2130.690.00.000.00.71 | Health Office Supplies                     | \$2,000.00     | \$0.00        | \$397.66     | \$1,602.34   | \$0.00       | \$1,602.34     | 80.12%    |
| A.2130.739.00.000.00.71 | Health Office Equipment                    | \$500.00       | \$0.00        | \$0.00       | \$500.00     | \$0.00       | \$500.00       | 100.00%   |
|                         | Func: Health Office - 2130                 | \$70,931.00    | \$4,744.89    | \$29,289.17  | \$41,641.83  | \$2,283.60   | \$39,358.23    | 55.49%    |
| A.2190.111.01.000.00.71 | Certified Personnel                        | \$32,056.00    | \$3,733.34    | \$13,066.69  | \$18,989.31  | \$0.00       | \$18,989.31    | 59.24%    |
| A.2190.210.00.000.00.71 | E/B Insurance                              | \$1,400.00     | \$0.00        | \$0.00       | \$1,400.00   | \$1,427.15   | (\$27.15)      | -1.94%    |
| A.2190.220.00.000.00.70 | E/B FICA/Medicare                          | \$4,906.00     | \$285.60      | \$999.60     | \$3,906.40   | \$0.00       | \$3,906.40     | 79.62%    |
| A.2190.320.00.000.00.71 | Professional Development                   | \$500.00       | \$0.00        | \$0.00       | \$500.00     | \$0.00       | \$500.00       | 100.00%   |
| A.2190.323.00.000.00.71 | PT Contracted Services                     | \$30,000.00    | \$0.00        | \$2,952.00   | \$27,048.00  | \$27,048.00  | \$0.00         | 0.00%     |
| A.2190.611.00.000.00.71 | PT/OT Supplies                             | \$500.00       | \$0.00        | \$0.00       | \$500.00     | \$282.63     | \$217.37       | 43.47%    |
| A.2190.730.00.000.00.71 | PT/OT Equipment                            | \$500.00       | \$0.00        | \$0.00       | \$500.00     | \$195.49     | \$304.51       | 60.90%    |
|                         | Func: Physical/Occupational Therapy - 2190 | \$69,862.00    | \$4,018.94    | \$17,018.29  | \$52,843.71  | \$28,953.27  | \$23,890.44    | 34.20%    |
| A.2220.112.00.000.00.71 | Non-Certified Personnel                    | \$20,390.00    | \$1,427.78    | \$4,905.47   | \$15,484.53  | \$0.00       | \$15,484.53    | 75.94%    |
| A.2220.220.00.000.00.70 | E/B FICA/Medicare                          | \$1,560.00     | \$109.23      | \$375.28     | \$1,184.72   | \$0.00       | \$1,184.72     | 75.94%    |
| A.2220.330.00.000.00.71 | Professional & Technical Servi             | \$250.00       | \$0.00        | \$0.00       | \$250.00     | \$0.00       | \$250.00       | 100.00%   |
| A.2220.642.00.000.00.71 | Books/Periodicals                          | \$3,000.00     | \$0.00        | \$0.00       | \$3,000.00   | \$847.33     | \$2,152.67     | 71.76%    |
| A.2220.690.00.000.00.71 | Other Supplies & Materials                 | \$500.00       | \$67.38       | \$67.38      | \$432.62     | \$0.00       | \$432.62       | 86.52%    |
|                         | Func: Educational Media - 2220             | \$25,700.00    | \$1,604.39    | \$5,348.13   | \$20,351.87  | \$847.33     | \$19,504.54    | 75.89%    |
| A.2230.112.00.000.00.71 | IT Personnel                               | \$67,695.00    | \$5,207.30    | \$26,036.50  | \$41,658.50  | \$0.00       | \$41,658.50    | 61.54%    |
| A.2230.112.01.000.00.71 | IT Aide                                    | \$34,392.00    | \$2,824.08    | \$14,120.40  | \$20,271.60  | \$0.00       | \$20,271.60    | 58.94%    |
| A.2230.210.00.000.00.71 | E/B Insurance                              | \$500.00       | \$11.52       | \$46.08      | \$453.92     | \$14,404.26  | (\$13,950.34)  | -2790.07% |
| A.2230.220.00.000.00.70 | E/B FICA/Medicare                          | \$7,810.00     | \$614.40      | \$3,072.00   | \$4,738.00   | \$0.00       | \$4,738.00     | 60.67%    |
| A.2230.240.00.000.00.70 | E/B Other                                  | \$4,030.00     | \$169.17      | \$845.85     | \$3,184.15   | \$1,184.15   | \$2,000.00     | 49.63%    |
| A.2230.320.00.000.00.71 | Professional Development                   | \$1,000.00     | \$0.00        | \$0.00       | \$1,000.00   | \$0.00       | \$1,000.00     | 100.00%   |
| A.2230.330.00.000.00.71 | Professional & Technical Servi             | \$5,000.00     | \$396.00      | \$2,336.00   | \$2,664.00   | \$3,960.00   | (\$1,296.00)   | -25.92%   |
| A.2230.430.00.000.00.71 | Repairs & Maintenance - Hardwa             | \$2,200.00     | \$0.00        | \$773.99     | \$1,426.01   | \$0.00       | \$1,426.01     | 64.82%    |
| A.2230.431.00.000.00.71 | Maintenance Agreement                      | \$7,000.00     | \$0.00        | \$0.00       | \$7,000.00   | \$3,483.77   | \$3,516.23     | 50.23%    |
| A.2230.690.00.000.00.71 | Other Supplies & Materials                 | \$2,500.00     | \$0.00        | \$303.65     | \$2,196.35   | \$0.00       | \$2,196.35     | 87.85%    |
| A.2230.730.00.000.00.71 | Computer Hardware & Peripheral             | \$16,000.00    | \$675.51      | \$3,886.38   | \$12,113.62  | \$0.00       | \$12,113.62    | 75.71%    |
| A.2230.731.00.000.00.71 | Computer Software                          | \$6,000.00     | \$0.00        | \$2,743.57   | \$3,256.43   | \$0.00       | \$3,256.43     | 54.27%    |
|                         | Func: Information Technology - 2230        | \$154,127.00   | \$9,897.98    | \$54,164.42  | \$99,962.58  | \$23,032.18  | \$76,930.40    | 49.91%    |
| A.2310.112.01.000.00.71 | BOE Administrative Assistant               | \$56,822.00    | \$4,463.24    | \$22,316.20  | \$34,505.80  | \$0.00       | \$34,505.80    | 60.73%    |
| A.2310.112.02.000.00.71 | Board of Education Clerk                   | \$1,200.00     | \$0.00        | \$0.00       | \$1,200.00   | \$0.00       | \$1,200.00     | 100.00%   |
| A.2310.210.00.000.00.71 | E/B Insurance                              | \$24,000.00    | \$2,590.46    | \$12,851.76  | \$11,148.24  | \$17,692.23  | (\$6,543.99)   | -27.27%   |
| A.2310.220.00.000.00.70 | E/B FICA/Medicare                          | \$4,439.00     | \$284.10      | \$1,535.18   | \$2,903.82   | \$0.00       | \$2,903.82     | 65.42%    |
| A.2310.230.00.000.00.71 | Workers Compensation Ins                   | \$50,604.00    | \$0.00        | \$19,317.00  | \$31,287.00  | \$19,317.00  | \$11,970.00    | 23.65%    |
| A.2310.240.00.000.00.71 | E/B Other                                  | \$1,705.00     | \$142.00      | \$710.00     | \$995.00     | \$994.00     | \$1.00         | 0.06%     |
| A.2310.250.00.000.00.71 | Unemployment Compensation                  | \$5,000.00     | \$21.00       | \$21.00      | \$4,979.00   | \$4,979.00   | \$0.00         | 0.00%     |

## Sterling Board of Education

## Budget and Expenses - BOE

From Date: 11/1/2024

To Date: 11/30/2024

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask☐ Include pre encumbrance☐ Print accounts with zero balance☒ Filter Encumbrance Detail by Date Range☐ Exclude Inactive Accounts with zero balance

| Account Number          | Description                           | GL Budget    | Range To Date | YTD          | Balance      | Encumbrance | Budget Balance | % Bud   |
|-------------------------|---------------------------------------|--------------|---------------|--------------|--------------|-------------|----------------|---------|
| A.2310.330.01.000.00.71 | Legal Services                        | \$10,000.00  | \$0.00        | \$4,081.00   | \$5,919.00   | \$5,919.00  | \$0.00         | 0.00%   |
| A.2310.330.03.000.00.71 | Other Professional & Tech Svcs        | \$16,500.00  | \$30.00       | \$30.00      | \$16,470.00  | \$15,749.00 | \$721.00       | 4.37%   |
| A.2310.520.01.000.00.71 | Fidelity Bond                         | \$100.00     | \$0.00        | \$100.00     | \$0.00       | \$0.00      | \$0.00         | 0.00%   |
| A.2310.520.02.000.00.71 | Errors and Omissions Insurance        | \$8,585.00   | \$0.00        | \$8,583.00   | \$2.00       | \$0.00      | \$2.00         | 0.02%   |
| A.2310.580.00.000.00.71 | Travel                                | \$100.00     | \$0.00        | \$0.00       | \$100.00     | \$0.00      | \$100.00       | 100.00% |
| A.2310.590.01.000.00.71 | Communications/Postage                | \$5,000.00   | \$244.20      | (\$465.94)   | \$5,465.94   | \$488.40    | \$4,977.54     | 99.55%  |
| A.2310.590.02.000.00.71 | Advertising                           | \$1,200.00   | \$0.00        | \$1,507.38   | (\$307.38)   | \$721.00    | (\$1,028.38)   | -85.70% |
| A.2310.590.04.000.00.71 | Community Engagement                  | \$2,000.00   | \$0.00        | \$0.00       | \$2,000.00   | \$20.00     | \$1,980.00     | 99.00%  |
| A.2310.650.00.000.00.71 | Software Licenses & Support           | \$27,388.00  | \$0.00        | \$14,470.38  | \$12,917.62  | \$5,247.45  | \$7,670.17     | 28.01%  |
| A.2310.690.00.000.00.71 | BOE Other Supplies & Materials        | \$1,000.00   | \$0.00        | \$501.66     | \$498.34     | \$0.00      | \$498.34       | 49.83%  |
| A.2310.890.00.000.00.71 | Dues & Fees                           | \$1,500.00   | \$0.00        | \$1,350.00   | \$150.00     | \$175.00    | (\$25.00)      | -1.67%  |
|                         | Func: Board of Education - 2310       | \$217,143.00 | \$7,775.00    | \$86,908.62  | \$130,234.38 | \$71,302.08 | \$58,932.30    | 27.14%  |
| A.2320.111.00.000.00.71 | Superintendent                        | \$101,500.00 | \$12,807.70   | \$44,038.50  | \$57,461.50  | \$0.00      | \$57,461.50    | 56.61%  |
| A.2320.220.00.000.00.70 | E/B FICA/Medicare                     | \$1,450.00   | \$185.72      | \$638.60     | \$811.40     | \$0.00      | \$811.40       | 55.96%  |
| A.2320.320.00.000.00.71 | Professional Development - Cer        | \$500.00     | \$0.00        | \$0.00       | \$500.00     | \$0.00      | \$500.00       | 100.00% |
| A.2320.580.00.000.00.71 | Travel                                | \$250.00     | \$143.88      | \$180.13     | \$69.87      | \$0.00      | \$69.87        | 27.95%  |
| A.2320.690.00.000.00.71 | Superintendent Off Supplies           | \$750.00     | \$0.00        | \$31.35      | \$718.65     | \$0.00      | \$718.65       | 95.82%  |
| A.2320.739.00.000.00.71 | Other Equipment                       | \$750.00     | \$261.95      | \$261.95     | \$488.05     | \$0.00      | \$488.05       | 65.07%  |
| A.2320.890.00.000.00.71 | Dues & Fees                           | \$4,500.00   | \$0.00        | \$319.00     | \$4,181.00   | \$3,599.00  | \$582.00       | 12.93%  |
|                         | Func: Superintendent's Office - 2320  | \$109,700.00 | \$13,399.25   | \$45,469.53  | \$64,230.47  | \$3,599.00  | \$60,631.47    | 55.27%  |
| A.2400.111.00.000.00.71 | Principal                             | \$136,591.00 | \$10,507.00   | \$52,535.00  | \$84,056.00  | \$0.00      | \$84,056.00    | 61.54%  |
| A.2400.111.01.000.00.71 | Clinical Supervisor                   | \$56,450.00  | \$4,342.30    | \$22,192.73  | \$34,257.27  | \$0.00      | \$34,257.27    | 60.69%  |
| A.2400.112.00.000.00.71 | Non Certified Personnel               | \$100,215.00 | \$7,708.81    | \$38,544.03  | \$61,670.97  | \$0.00      | \$61,670.97    | 61.54%  |
| A.2400.210.00.000.00.71 | E/B Insurance                         | \$70,000.00  | \$6,986.85    | \$34,650.00  | \$35,350.00  | \$47,669.91 | (\$12,319.91)  | -17.60% |
| A.2400.220.00.000.00.70 | E/B FICA/Medicare                     | \$10,466.00  | \$695.76      | \$3,720.16   | \$6,745.84   | \$0.00      | \$6,745.84     | 64.45%  |
| A.2400.240.00.000.00.71 | E/B Other                             | \$5,792.00   | \$482.50      | \$2,753.92   | \$3,038.08   | \$3,036.08  | \$2.00         | 0.03%   |
| A.2400.320.00.000.00.71 | Professional Development - Cer        | \$1,500.00   | \$0.00        | \$0.00       | \$1,500.00   | \$0.00      | \$1,500.00     | 100.00% |
| A.2400.330.00.000.00.71 | Professional & Technical Svcs         | \$250.00     | \$0.00        | \$0.00       | \$250.00     | \$0.00      | \$250.00       | 100.00% |
| A.2400.580.00.000.00.71 | Travel                                | \$300.00     | \$0.00        | \$0.00       | \$300.00     | \$0.00      | \$300.00       | 100.00% |
| A.2400.590.01.000.00.71 | Principal's Engagement                | \$1,500.00   | \$0.00        | \$0.00       | \$1,500.00   | \$0.00      | \$1,500.00     | 100.00% |
| A.2400.650.00.000.00.71 | Educational Software Licenses/        | \$9,579.00   | \$0.00        | \$0.00       | \$9,579.00   | \$10,096.44 | (\$517.44)     | -5.40%  |
| A.2400.690.00.000.00.71 | Other Supplies & Materials            | \$3,000.00   | \$19.17       | \$157.01     | \$2,842.99   | \$427.55    | \$2,415.44     | 80.51%  |
| A.2400.890.00.000.00.71 | Dues & Fees                           | \$1,000.00   | \$0.00        | \$0.00       | \$1,000.00   | \$348.00    | \$652.00       | 65.20%  |
|                         | Func: Building Administrators - 2400  | \$396,643.00 | \$30,742.39   | \$154,552.85 | \$242,090.15 | \$61,577.98 | \$180,512.17   | 45.51%  |
| A.2510.112.01.000.00.71 | Business Manager                      | \$99,000.00  | \$7,084.30    | \$52,556.11  | \$46,443.89  | \$0.00      | \$46,443.89    | 46.91%  |
| A.2510.210.00.000.00.71 | E/B Insurance                         | \$30,000.00  | \$40.50       | \$6,570.75   | \$23,429.25  | \$31,184.46 | (\$7,755.21)   | -25.85% |
| A.2510.220.00.000.00.70 | E/B FICA/Medicare                     | \$7,574.00   | \$541.94      | \$4,020.52   | \$3,553.48   | \$0.00      | \$3,553.48     | 46.92%  |
| A.2510.240.00.000.00.71 | E/B Other                             | \$7,970.00   | \$2,000.00    | \$2,247.50   | \$5,722.50   | \$2,247.50  | \$3,475.00     | 43.60%  |
| A.2510.330.02.000.00.71 | Professional & Technical Svcs         | \$14,500.00  | \$30.00       | \$2,953.31   | \$11,546.69  | \$7,902.80  | \$3,643.89     | 25.13%  |
| A.2510.580.00.000.00.71 | Travel                                | \$750.00     | \$0.00        | \$0.00       | \$750.00     | \$0.00      | \$750.00       | 100.00% |
| A.2510.690.00.000.00.71 | Fiscal Office Supplies                | \$500.00     | \$0.00        | \$53.76      | \$446.24     | \$0.00      | \$446.24       | 89.25%  |
| A.2510.739.00.000.00.71 | Fiscal Office Equipment               | \$100.00     | \$0.00        | \$0.00       | \$100.00     | \$0.00      | \$100.00       | 100.00% |
| A.2510.890.00.000.00.71 | Dues & Fees                           | \$1,440.00   | \$349.00      | \$668.05     | \$771.95     | \$975.00    | (\$203.05)     | -14.10% |
|                         | Func: Fiscal & Business Office - 2510 | \$161,834.00 | \$10,045.74   | \$69,070.00  | \$92,764.00  | \$42,309.76 | \$50,454.24    | 31.18%  |
| A.2600.112.01.000.00.71 | Facilities Director                   | \$66,950.00  | \$5,150.00    | \$25,750.00  | \$41,200.00  | \$0.00      | \$41,200.00    | 61.54%  |
| A.2600.177.01.000.00.71 | Security Officer                      | \$28,804.00  | \$2,743.12    | \$8,229.36   | \$20,574.64  | \$0.00      | \$20,574.64    | 71.43%  |
| A.2600.210.00.000.00.71 | E/B Insurance                         | \$500.00     | \$11.70       | \$46.80      | \$453.20     | \$93.60     | \$359.60       | 71.92%  |

## Sterling Board of Education

## Budget and Expenses - BOE

From Date: 11/1/2024

To Date: 11/30/2024

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask☐ Include pre encumbrance☐ Print accounts with zero balance☒ Filter Encumbrance Detail by Date Range☐ Exclude Inactive Accounts with zero balance

| Account Number          | Description                                | GL Budget    | Range To Date | YTD          | Balance      | Encumbrance  | Budget Balance | % Bud   |
|-------------------------|--------------------------------------------|--------------|---------------|--------------|--------------|--------------|----------------|---------|
| A.2600.220.00.000.00.70 | E/B FICA/Medicare                          | \$7,325.00   | \$603.82      | \$2,494.50   | \$4,830.50   | \$0.00       | \$4,830.50     | 65.95%  |
| A.2600.240.00.000.00.71 | E/B Other                                  | \$2,009.00   | \$167.33      | \$836.65     | \$1,172.35   | \$1,171.35   | \$1.00         | 0.05%   |
| A.2600.410.01.000.00.71 | Electricity                                | \$78,000.00  | \$8,744.83    | \$45,494.47  | \$32,505.53  | \$34,885.53  | (\$2,380.00)   | -3.05%  |
| A.2600.410.02.000.00.71 | Rubbish Removal/Recycling                  | \$9,000.00   | \$620.55      | \$3,102.75   | \$5,897.25   | \$4,349.25   | \$1,548.00     | 17.20%  |
| A.2600.410.03.000.00.71 | Water                                      | \$2,500.00   | \$0.00        | \$0.00       | \$2,500.00   | \$2,000.00   | \$500.00       | 20.00%  |
| A.2600.410.04.000.00.71 | Sewer                                      | \$18,450.00  | \$0.00        | \$18,450.00  | \$0.00       | \$0.00       | \$0.00         | 0.00%   |
| A.2600.430.01.000.00.71 | Maintenance Contracts                      | \$177,950.00 | \$0.00        | \$61,869.26  | \$116,080.74 | \$117,343.74 | (\$1,263.00)   | -0.71%  |
| A.2600.430.02.000.00.71 | Plant Operation & Maintenance              | \$10,000.00  | \$2,186.14    | \$13,282.18  | (\$3,282.18) | \$1,595.00   | (\$4,877.18)   | -48.77% |
| A.2600.520.00.000.00.71 | Plant Insurance                            | \$42,627.00  | \$0.00        | \$42,626.00  | \$1.00       | \$0.00       | \$1.00         | 0.00%   |
| A.2600.590.01.000.00.71 | Telephone                                  | \$11,000.00  | \$393.40      | \$4,446.81   | \$6,553.19   | \$8,455.04   | (\$1,901.85)   | -17.29% |
| A.2600.613.00.000.00.71 | Maintenance Supplies                       | \$17,000.00  | \$1,593.65    | \$5,371.18   | \$11,628.82  | \$630.00     | \$10,998.82    | 64.70%  |
| A.2600.620.00.000.00.71 | Heating Oil                                | \$60,000.00  | \$0.00        | \$0.00       | \$60,000.00  | \$60,000.00  | \$0.00         | 0.00%   |
| A.2600.739.00.000.00.71 | Maintenance Equipment                      | \$800.00     | \$0.00        | \$0.00       | \$800.00     | \$0.00       | \$800.00       | 100.00% |
|                         | Func: Plant Operation & Maintenance - 2600 | \$532,915.00 | \$22,214.54   | \$231,999.96 | \$300,915.04 | \$230,523.51 | \$70,391.53    | 13.21%  |
| A.2700.112.01.000.00.71 | Bus Drivers                                | \$233,975.00 | \$20,269.92   | \$70,278.87  | \$163,696.13 | \$0.00       | \$163,696.13   | 69.96%  |
| A.2700.112.02.000.00.71 | Bus Coordinator                            | \$61,545.00  | \$4,734.24    | \$23,671.20  | \$37,873.80  | \$0.00       | \$37,873.80    | 61.54%  |
| A.2700.112.03.000.00.71 | Van Drivers                                | \$113,290.00 | \$14,871.67   | \$54,669.90  | \$58,620.10  | \$0.00       | \$58,620.10    | 51.74%  |
| A.2700.210.00.000.00.71 | E/B Insurance                              | \$82,000.00  | \$8,082.00    | \$40,820.53  | \$41,179.47  | \$57,828.26  | (\$16,648.79)  | -20.30% |
| A.2700.220.00.000.00.70 | E/B FICA/Medicare                          | \$31,274.00  | \$2,951.11    | \$11,123.86  | \$20,150.14  | \$0.00       | \$20,150.14    | 64.43%  |
| A.2700.240.00.000.00.71 | E/B Other                                  | \$1,847.00   | \$153.83      | \$769.15     | \$1,077.85   | \$1,076.85   | \$1.00         | 0.05%   |
| A.2700.330.00.000.00.71 | Professional & Technical Svcs              | \$2,000.00   | \$0.00        | \$450.00     | \$1,550.00   | \$0.00       | \$1,550.00     | 77.50%  |
| A.2700.430.00.000.00.71 | Transportation Maintenance                 | \$38,000.00  | \$5,889.84    | \$20,830.50  | \$17,169.50  | \$0.00       | \$17,169.50    | 45.18%  |
| A.2700.510.00.000.00.72 | Contracted Spec Ed Transportat             | \$55,929.00  | \$2,346.00    | \$17,094.00  | \$38,835.00  | \$29,960.00  | \$8,875.00     | 15.87%  |
| A.2700.520.00.000.00.71 | Vehicle Insurance                          | \$18,143.00  | \$0.00        | \$18,141.00  | \$2.00       | \$0.00       | \$2.00         | 0.01%   |
| A.2700.625.00.000.00.71 | Supplies - Oil, Washer Fluid,              | \$9,000.00   | \$458.76      | \$1,365.01   | \$7,634.99   | \$0.00       | \$7,634.99     | 84.83%  |
| A.2700.626.00.000.00.71 | Regular Fuel - Vans                        | \$24,000.00  | \$1,916.62    | \$6,050.48   | \$17,949.52  | \$17,949.52  | \$0.00         | 0.00%   |
| A.2700.627.00.000.00.71 | Diesel Fuel - Buses                        | \$55,000.00  | \$4,954.88    | \$15,297.47  | \$39,702.53  | \$39,319.17  | \$383.36       | 0.70%   |
| A.2700.690.00.000.00.71 | Other Supplies & Materials                 | \$1,000.00   | \$110.00      | \$340.08     | \$659.92     | \$0.00       | \$659.92       | 65.99%  |
| A.2700.739.00.000.00.71 | Transportation Equipment                   | \$1,000.00   | \$235.00      | \$450.98     | \$549.02     | \$0.00       | \$549.02       | 54.90%  |
| A.2700.890.00.000.00.71 | Dues & Fees                                | \$1,500.00   | \$1,500.00    | \$1,942.00   | (\$442.00)   | \$0.00       | (\$442.00)     | -29.47% |
|                         | Func: Transportation - 2700                | \$729,503.00 | \$68,473.87   | \$283,295.03 | \$446,207.97 | \$146,133.80 | \$300,074.17   | 41.13%  |
| A.3100.435.00.000.00.71 | Repairs                                    | \$2,500.00   | \$0.00        | \$0.00       | \$2,500.00   | \$0.00       | \$2,500.00     | 100.00% |
| A.3100.570.00.000.00.71 | Food Service Management                    | \$23,750.00  | \$0.00        | \$23,750.00  | \$0.00       | \$0.00       | \$0.00         | 0.00%   |
| A.3100.621.00.000.00.71 | Propane                                    | \$1,500.00   | \$0.00        | \$0.00       | \$1,500.00   | \$0.00       | \$1,500.00     | 100.00% |
| A.3100.690.00.000.00.71 | Supplies                                   | \$250.00     | \$0.00        | \$0.00       | \$250.00     | \$0.00       | \$250.00       | 100.00% |
| A.3100.700.00.000.00.71 | Equipment                                  | \$250.00     | \$0.00        | \$0.00       | \$250.00     | \$0.00       | \$250.00       | 100.00% |
|                         | Func: Food Service Operations - 3100       | \$28,250.00  | \$0.00        | \$23,750.00  | \$4,500.00   | \$0.00       | \$4,500.00     | 15.93%  |
| A.3200.111.00.000.00.71 | Stipend Positions                          | \$22,724.00  | \$0.00        | \$0.00       | \$22,724.00  | \$0.00       | \$22,724.00    | 100.00% |
| A.3200.111.01.000.00.71 | Coaches Salaries                           | \$12,236.00  | \$0.00        | \$0.00       | \$12,236.00  | \$0.00       | \$12,236.00    | 100.00% |
| A.3200.111.02.000.00.71 | Afterschool Clubs Salaries                 | \$6,960.00   | \$0.00        | \$0.00       | \$6,960.00   | \$0.00       | \$6,960.00     | 100.00% |
| A.3200.112.00.000.00.71 | Extra Curricular Transportatio             | \$0.00       | \$514.58      | \$1,363.11   | (\$1,363.11) | \$0.00       | (\$1,363.11)   | 0.00%   |
| A.3200.220.00.000.00.70 | E/B FICA/Medicare                          | \$3,207.00   | \$0.00        | \$0.00       | \$3,207.00   | \$0.00       | \$3,207.00     | 100.00% |
| A.3200.329.00.000.00.71 | Officials                                  | \$3,000.00   | \$125.00      | \$625.00     | \$2,375.00   | \$0.00       | \$2,375.00     | 79.17%  |
| A.3200.690.00.000.00.71 | Activity Supplies & Materials              | \$3,000.00   | \$385.00      | \$585.00     | \$2,415.00   | \$0.00       | \$2,415.00     | 80.50%  |
| A.3200.739.00.000.00.71 | Activity Equipment                         | \$2,500.00   | \$0.00        | \$0.00       | \$2,500.00   | \$0.00       | \$2,500.00     | 100.00% |
| A.3200.890.00.000.00.71 | Dues & Fees                                | \$500.00     | \$0.00        | \$0.00       | \$500.00     | \$0.00       | \$500.00       | 100.00% |
|                         | Func: Student Activities - 3200            | \$54,127.00  | \$1,024.58    | \$2,573.11   | \$51,553.89  | \$0.00       | \$51,553.89    | 95.25%  |



# Sterling Board of Education

## Budget and Expenses - BOE

From Date: 11/1/2024

To Date: 11/30/2024

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask

☐ Include pre encumbrance

☐ Print accounts with zero balance

☒ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

| Account Number          | Description                     | GL Budget      | Range To Date | YTD            | Balance        | Encumbrance    | Budget Balance | % Bud    |
|-------------------------|---------------------------------|----------------|---------------|----------------|----------------|----------------|----------------|----------|
| A.6110.561.01.000.00.73 | Tuition: Plainfield             | \$1,007,880.00 | \$0.00        | \$0.00         | \$1,007,880.00 | \$762,839.00   | \$245,041.00   | 24.31%   |
| A.6110.561.02.000.00.70 | Adult Education                 | \$9,657.00     | \$0.00        | \$9,657.00     | \$0.00         | \$0.00         | \$0.00         | 0.00%    |
| A.6110.561.05.000.00.73 | Tuition: Magnet, QMC, STEM      | \$117,634.00   | \$59,130.00   | \$146,643.50   | (\$29,009.50)  | \$0.00         | (\$29,009.50)  | -24.66%  |
| A.6110.561.07.000.00.73 | Tuition: Killingly, Other       | \$87,061.00    | \$83,097.00   | \$83,097.00    | \$3,964.00     | \$3,957.00     | \$7.00         | 0.01%    |
| A.6110.562.00.000.00.72 | S/E Tuition CT Public           | \$657,143.00   | \$14,061.15   | \$14,061.15    | \$643,081.85   | \$617,766.00   | \$25,315.85    | 3.85%    |
|                         | Func: Tuition CT PUBLIC - 6110  | \$1,879,375.00 | \$156,288.15  | \$253,458.65   | \$1,625,916.35 | \$1,384,562.00 | \$241,354.35   | 12.84%   |
| A.6130.563.00.000.00.72 | S/E Tuition Non-Public          | \$589,000.00   | \$63,495.53   | \$326,999.80   | \$262,000.20   | \$638,864.41   | (\$376,864.21) | -63.98%  |
| A.6130.563.04.000.00.72 | SEDAC - Excess Cost Reimbursen  | (\$270,000.00) | \$0.00        | \$0.00         | (\$270,000.00) | \$0.00         | (\$270,000.00) | 100.00%  |
|                         | Func: Tuition NON-PUBLIC - 6130 | \$319,000.00   | \$63,495.53   | \$326,999.80   | (\$7,999.80)   | \$638,864.41   | (\$646,864.21) | -202.78% |
| Grand Total:            |                                 | \$8,326,777.00 | \$708,287.92  | \$2,923,886.26 | \$5,402,890.74 | \$3,400,896.43 | \$2,001,994.31 | 24.04%   |

End of Report



*A mandated policy to consider.*

## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

*Nondiscrimination Policy, Notices of Nondiscrimination, and Grievance Procedures (under the 2024 Amendments to the U.S. Department of Education's Title IX Regulations) Prohibition of Sex Discrimination and Sexual Harassment (Sex-based Harassment) in the Workplace*

#### **Statement of Policy**

Pursuant with 2024's Title IX "Final Rule," The **Sterling** Public Schools ("the District") prohibits any form of sex-based discrimination or sex-based harassment in all Board of Education ("the Board") programs and activities. All students, staff, and third parties under the Board's authority are expected to follow this policy to maintain a work and educational environment free from sex-based harassment, insults, or intimidation on the basis of sex stereotypes, sex characteristics, sexual orientation, gender identity, and pregnancy or related conditions.

Conduct that may constitute a violation of the Board's policy includes those occurring under the District's education program or activity in the U.S., including conduct that is subject to the District's disciplinary authority. The District shall address matters that create a sex-based hostile environment under its education program and activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the education program or activity or outside the U.S.

Any employee or student who engages in conduct prohibited by this Policy shall be subject to disciplinary action, up to and including termination or expulsion, respectively. Third parties who engage in conduct prohibited by this policy will be subject to other sanctions, which may include exclusion from Board property and/or subject to civil and criminal penalties. All district employees are required to notify the District's Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination and sex-based discrimination.

The Board shall not adopt or implement a policy/practice/procedure regarding, or discriminating in its education program or activity against any student or employee based on the student's/employee's current, potential, or past parental, family, or marital status that treats students/employees differently on the basis of sex. The District shall ensure that when students or parents tell an employee of a student's pregnancy or related conditions unless the employee reasonably believes the Title IX Coordinator has been notified, the employee shall promptly provide the Title IX Coordinator's contact information and inform the person that the Coordinator can coordinate specific actions to prevent discrimination and ensure access. The District shall provide the student with information about the District's obligations, reasonable modifications, voluntary access to a separate comparable portion of the program/activity/or voluntary leaves of absence, and lactation space.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Statement of Policy (continued)**

The Superintendent of Schools shall develop Administrative Regulations ("Grievance Procedures") implementing this policy in accordance with Title IX, Title VII, and Connecticut law. The Grievance Procedures shall provide for adequate, reliable, and impartial investigation for all sex discrimination complaints, with specific requirements regarding evidence, response, and privacy.

##### **Definitions (Referenced in the District's Grievance Procedures)**

**Sex Discrimination:** occurs when an employer refuses to hire, discipline, or discharge any individual or otherwise discriminates against an individual with respect to his, her, their compensation, terms, conditions, or privileges of employment on the basis of the individual's sex or gender identity. Sex discrimination (sex-based discrimination) also occurs when a person, because of the person's sex or gender identity, is denied participation in or the benefits of any education program or activity receiving federal financial assistance.

**Sexual Harassment under Title IX and Connecticut Law:** means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the Board conditioning the provision of aid, benefit, or service of the Board on an individual's participation in unwelcome sexual conduct. (i.e., quid pro quo) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Board's education programs or activities. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or
3. "Sexual Assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C 1229(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C 12291 (a)(30).

**Sexual Harassment under Title VII and Connecticut Law:** means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Definitions (Referenced in the District's Grievance Procedures) (continued)**

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

**Title IX Coordinator** is the person designated and authorized to coordinate the District's efforts to comply with its responsibilities under Title IX (2024 Final Rule) and the regulations. If the District has more than one Title IX Coordinator, it must designate one of its Coordinators to retain ultimate oversight over those responsibilities and ensure the District's consistent compliance with its responsibilities under Title IX. As appropriate, the District may delegate, or permit the Title IX Coordinator to delegate specific duties to one or more designees.

##### **Complainant means:**

1. A student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or
2. A person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

**Complaint** means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination under Title IX or its regulations.

**Disciplinary sanctions** mean consequences imposed on a respondent following a determination under Title IX that the respondent violated the District's prohibition on sex discrimination.

**Party** means a complainant or respondent.

**Relevant** means related to the allegations of sex discrimination under investigation as part of these grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decision-maker in determining whether the alleged sex discrimination occurred.

**Remedies** means measures provided, as appropriate, to a complainant or any other person the recipient identifies as having had their equal access to the District's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the recipient's education program or activity after the District determines that sex discrimination occurred.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Definitions (Referenced in the District's Grievance Procedures) (continued)**

**Respondent** means a person who is alleged to have violated the District's prohibition on sex discrimination.

**Retaliation** means intimidation, threats, coercion, or discrimination against any person under Board control, a student, or an employee or other person authorized by the Board to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

**Sex-based harassment** is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

1. **Quid pro quo harassment.** An employee, agent, or other person authorized by the recipient to provide an aid, benefit, or service under the recipient's education program or activity explicitly or impliedly conditioning the provision of such aid, benefit, or service on a person's participation in unwelcome sexual conduct;
2. **Hostile environment harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from a District education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - a. The degree to which the conduct affected the complainant's ability to access the recipient's education program or activity;
  - b. The type, frequency, and duration of the conduct;
  - c. The parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - d. The location of the conduct and the context in which the conduct occurred; and
  - e. Other sex-based harassment in the District's education program or activity; or
3. **Specific offenses.**
  - a. Sexual assault meaning an offense classified as a forcible or non-forcible sex offense under the uniform crime system of the Federal Bureau of Investigation;
  - b. Dating violence meaning violence committed by a person:



**Personnel -- Certified/Non-Certified/Students**

**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

**Definitions (Referenced in the District's Grievance Procedures) (continued)**

- i. Who is or has been in a relationship of a romantic or intimate nature with the victim; and
- ii. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - 1. The length of the relationship;
  - 2. The type of relationship; and
  - 3. The frequency of interaction between the persons involved in the relationship.
- c. Domestic violence meaning felony or misdemeanor crimes committed by a person who:
  - i. Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the recipient, or a person similarly situated to a spouse of the victim;
  - ii. Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - iii. Shares a child in common with the victim; or
  - iv. Commits acts against youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.
- d. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - i. Fear for the person's safety or the safety of others; or
  - ii. Suffer substantial emotional distress.

**Supportive measures** means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

- 1. Restore or preserve that party's access to the District's education program or activity, including measures that are designed to protect the safety of the parties or a school's educational environment; or
- 2. Provide support during the District's grievance procedures or during an informal resolution process.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Definitions (Referenced in the District's Grievance Procedures) (continued)**

**Confidential employees** are those whose communications are privileged or confidential under federal or state law and whom the District has designated as confidential for the purpose of providing services to persons related to sex discrimination. "**Confidential employees**" are required to explain to any person informing them of conduct that reasonably may constitute sex discrimination (1) their confidential status and circumstances in which they are not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination; (2) how to contact the Title IX Coordinator and to make a complaint; and (3) that the Title IX Coordinator may be able to offer and coordinate supportive measures and initiate an informal resolution process/investigation. The District shall notify all participants in its program or activity of how to contact confidential employees, if any.

##### **Prohibition Against Retaliation**

The District expressly prohibits intimidation, threats, coercion, or discrimination against any person by the District, a student, an employee, or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations. When the District has information about conduct that reasonably may constitute retaliation under Title IX or this part, the District will respond promptly and effectively within its Title IX framework.

##### **Reporting Sex Discrimination, Sexual Harassment, or Sex-Based Harassment**

The Board expressly encourages victims of sex discrimination, sexual harassment, or sex-based harassment to report such claims. Employees are encouraged to report complaints promptly in accordance with the appropriate process established in the grievance procedures provided in the Administrative Regulations

Employee violations of this Policy will not be permitted and may result in discipline, up to and including termination. Individuals who engage in acts of sex discrimination or sexual or sex-based harassment may also be subject to civil and criminal penalties.

The district administration will provide training to the Title IX Coordinator, those who may serve in the role of investigators, decision-makers, and any person who facilitates an informal resolution process. Training shall include the definition of sex and sex-based discrimination and sexual and sex-based harassment, the scope of the Board's education program and activity, how to conduct an investigation and implement the grievance process, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest and bias.



**Personnel -- Certified/Non-Certified/Students**

**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

**Reporting Sex Discrimination, Sexual Harassment, or Sex-Based Harassment (continued)**

The Administration will periodically provide training to all Board employees on the topic of sex and sex-based discrimination and sexual and sex-based harassment under Title IX, Title VII, and Connecticut law, which includes but not be limited to when reports of discrimination and harassment must be made. The Administration will distribute this Policy and the Administrative Regulations to employees, union representatives, students, parents, and legal guardians and make the Policy and the Administrative Regulations available on the Board's website to promote an environment free from sex and sex-based discrimination and sexual and sex-based harassment. Administration will make the training materials used to provide these trainings publicly available on the Board's website.

The District Title IX Coordinator is (person and position). Any individual may make a report of sex and sex-based discrimination and/or sexual and sex-based harassment to the Title IX Coordinator using any one or multiple of the following points of contact:

- ❖ Office Address – 251 Sterling Road, Sterling, CT 06377
- ❖ Email Address – [hnickerson@sterlingschool.org](mailto:hnickerson@sterlingschool.org)
- ❖ Phone Number – 860-564-2728 ext. 3202

Any Board employee in receipt of allegations of sex or sex-based discrimination or sexual or sex-based harassment or in receipt of a formal complaint shall immediately forward such information to the Title IX Coordinator. Board employees may also make a report of sex or sex-based discrimination or sex-based harassment to the U.S. Department of Education: Office of Civil Rights, Boston Office, U.S. Department of Education, 8<sup>th</sup> Floor, 5 Post Office Square, Boston, MA 02109-3921 (Telephone: 617-289-0111).

Employees may also report sex or sex-based discrimination and/or sexual or sex-based harassment to the Connecticut Commission on Human Rights and Opportunities, 450 Columbus Boulevard, Hartford, CT 06103-1835 (Telephone: 860-541-3400 or Connecticut Toll-Free Number: 1-800-477-5737).

**Notice of Non-Discrimination**

The **Sterling** Board of Education (the "Board") is obligated to provide an educational environment free from discrimination on the basis of sex and, therefore, prohibits any form of sex discrimination in any education program or activity that it operates, pursuant to Title IX (Final Rule, August 1, 2024). Therefore, the Board assigns the task of providing a notice of nondiscrimination to the Superintendent of Schools. Such discrimination or harassment prohibition includes students, staff, or third parties under the Board's authority.



## Personnel -- Certified/Non-Certified/Students

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Notice of Non-Discrimination (continued)

This notice is to be disseminated to students, parents, guardians, or other authorized legal representatives of elementary school and secondary school students, employees, applicants for employment, and all unions and professional organizations holding bargaining agreements with the District.

In addition to the above attestation, the notice of nondiscrimination shall direct all inquiries regarding Title IX to the District Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. This notice shall include the name and title, office address, email address, and telephone number of the District Title IX Coordinator. This notice shall also include that the District's nondiscrimination policy and grievance procedures can be located at (include the link and location(s) to the District website). Finally, the notice shall include language that encourages those needing to report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX; please refer to (include the link to the location(s) on the District website).

To ensure full compliance, the Superintendent shall prominently include all elements of the Board's notice of nondiscrimination on the District website and in each handbook, catalog, announcement, bulletin, and application form that the District makes available to people entitled to notice or which are otherwise used in connection with the recruitment of employees. Minimally, such notice shall be covered in the following statement:

*Pursuant to Title IX's 2024 Final Rule, the **Sterling** Public School District does not discriminate on the basis of sex and prohibits sex discrimination in any educational program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.*

*Inquiries about Title IX may be referred to the **Sterling** Public School District's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The **Sterling** Public School District Coordinator is **Heather Nickerson** and can be reached the following ways:*

*Heather Nickerson, Principal  
251 Sterling Road, Sterling, CT 06377  
hnickerson@sterlingschool.org  
(860) 564-2728 Ext. 3202*



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Notice of Non-Discrimination (continued)**

*The **Sterling** Public School District's nondiscrimination policy and grievance procedures can be located (include a link to the location(s) on the website or otherwise describe locations(s).*

*To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to (include a link to the location(s) on the website or otherwise describe locations(s).*

Due to the format or size limitations of various publications, the District may instead include in those publications the information covered in the following statement:

*The **Sterling** Public Schools prohibits sex discrimination in any educational program or activity that it operates. Individuals may report concerns or questions to the Title IX Coordinator. The notice of nondiscrimination is located at (insert the website address).*

In developing administrative regulations conforming with 2024's Title IX Final Rule Regulations, the superintendent shall ensure the grievance procedures provide vital protections from all forms of sex-based harassment, including sexual violence and unwelcome sex-based conduct that creates a hostile environment by limiting or denying a person's ability to participate in or benefit from a school's education program or activity.

District schools are required to take prompt and effective action to end any sex discrimination in their education programs and activities, prevent its recurrence, and remedy its effects. To that end, the Board shall require and support the training of employees about the school's obligation to address sex discrimination and the employee's obligation to notify or provide contact information for the Title IX Coordinator.

##### **Prohibition Against Retaliation**

The District expressly prohibits intimidation, threats, coercion, or discrimination against any person by the District, a student, an employee, or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations. When the District has information about conduct that reasonably may constitute retaliation under Title IX or this part, the District will respond promptly and effectively within its Title IX framework.



## Personnel -- Certified/Non-Certified/Students

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace (continued)

#### Reporting Sex Discrimination, Sexual Harassment, or Sex-Based Harassment

The Board expressly encourages victims of sex discrimination, sexual harassment, or sex-based harassment to report such claims. Employees are encouraged to report complaints promptly in accordance with the appropriate process established in the grievance procedures provided in the Administrative Regulations

Employee violations of this Policy will not be permitted and may result in discipline, up to and including termination. Individuals who engage in acts of sex discrimination or sexual or sex-based harassment may also be subject to civil and criminal penalties.

- Legal Reference:
- United States Constitution, Article XIV
  - Civil Rights Act of 1964, Title VII, 42 U.S.C. §2000-e2(a).
  - Equal Employment Opportunity Commission Policy Guidance (N-915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.
  - Title IX of the Education Amendments of 1972, 20 USCS §1681, *et seq.*
  - Title IX of the Education Amendments of 1972, 34 CFR §106, *et seq.*
  - Title IX Final Rule, 34 CFR §106.45, *et seq.*, May 6, 2020
  - 34 CFR Section 106.8(b), OCR Guidelines for Title IX.
  - Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a) 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)
  - The Clery Act, 20 U.S.C. §1092(f)
  - The Violence Against Women Act, 34 U.S.C. §12291(a)
  - Mentor Savings Bank, FSB v. Vinson* 477 US.57 (1986)
  - Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June 26,1998)
  - Burlington Industries, Inc. v. Ellerth*, No. 97-569, (U.S. Supreme Court, June 26,1998)
  - Gebbs v. Lago Vista Indiana School District*, No. 99-1866, (U.S. Supreme Court, June 26,1998)
  - Davis v. Monroe County Board of Education*, No. 97-843, (U.S. Supreme Court, May 24, 1999.)



**Personnel -- Certified/Non-Certified/Students**

**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

Legal References: (continued)

Connecticut General Statutes

46a-60 Discriminatory employment practices prohibited.

Conn. Agencies Regs. §46a-54-200 through §46a-54-207

Constitution of the State of Connecticut, Article I, Section 20.

P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment

Title IX, Final Rule, August 1, 2024

Policy adopted

cps 7/24







*Administrative regulation to accompany the Title IX policy.*

## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Grievance Procedures**

Pursuant with 2024 's Title IX "Final Rule," the **Sterling** Board of Education ("the Board") prohibits any form of sex or sex-based discrimination or sexual or sex-based harassment in its education programs and activities, whether by students, staff, or third parties subject to substantial control by the Board. Discrimination and harassment on the basis of sex include gender identity, sexual orientation, sex stereotypes, sex characteristics, and pregnancy or related conditions. Sex-based harassment includes harassment based on sexual orientation and gender identity and exists when "unwelcome sex-based conduct is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the District's education program or activity.

The District shall maintain an environment free from harassment, insults, or intimidation based on an employee's sex or gender identity and sex and sex-based discrimination. Verbal or physical conduct by a supervisor or co-worker relating to an employee's sex or gender identity that results in creating an intimidating, hostile, or offensive work environment, unreasonably interfering with the employee's work performance, or adversely affecting the employee's employment opportunities is prohibited.

Any employee or student who engages in conduct prohibited by this Board Policy shall be subject to disciplinary action. Any third party who engages in conduct prohibited by this Policy shall be subject to remedial measures, which may include exclusion from school property.

Conduct that may constitute a violation of the Board's policy includes those occurring under the District's education program or activity in the U.S., including conduct that is subject to the District's disciplinary authority. The District shall address matters that create a sex-based hostile environment under its education program and activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the education program or activity or outside the U.S.

Any employee or student who engages in conduct prohibited by this Policy shall be subject to disciplinary action, up to and including termination or expulsion, respectively. Third parties who engage in conduct prohibited by this policy will be subject to other sanctions, which may include exclusion from Board property and/or subject to civil and criminal penalties. All district employees are required to notify the District's Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination and sex-based discrimination.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

#### **Grievance Procedures (continued)**

To allow for an appropriate level of discretion and flexibility in accounting for variations in school size, student populations, and administrative structures, the Title IX Coordinator, in consultation with the Superintendent and/or designee(s) shall determine whether or not to use **a single-investigator model** and to use this model in some but not all cases as long as the grievance procedures clearly state when this model will be utilized. The Title IX Coordinator shall also determine whether or not to offer an informal resolution process for sex discrimination complaints unless the complaint includes allegations that an employee engaged in sex-based harassment of an elementary or secondary school student or unless such a process would conflict with Federal, State, or local law.

#### **Definitions**

**Sex Discrimination:** occurs when an employer refuses to hire, discipline, or discharge any individual or otherwise discriminates against an individual with respect to his, her, their compensation, terms, conditions, or privileges of employment on the basis of the individual's sex or gender identity. Sex discrimination (Sex-Based Discrimination) also occurs when a person, because of the person's sex or gender identity, is denied participation in or the benefits of any education program or activity receiving federal financial assistance.

**Sexual Harassment under Title IX and Connecticut Law:** means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the Board conditioning the provision of aid, benefit, or service of the Board on an individual's participation in unwelcome sexual conduct. (i.e., quid pro quo) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Board's education programs or activities. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or
3. **"Sexual Assault"** as defined in 20 U.S.C. 1092(f)(6)(A)(v), **"dating violence"** as defined in 34 U.S.C. 1229(a)(10), **"domestic violence"** as defined in 34 U.S.C. 12291(a)(8), or **"stalking"** as defined in 34 U.S.C. 12291 (a)(30).



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Definitions (continued)**

**Sexual Harassment under Title VII and Connecticut Law:** means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

**Title IX Coordinator** is the person designated and authorized to coordinate the District's efforts to comply with its responsibilities under Title IX (2024 Final Rule) and the regulations. If the District has more than one Title IX Coordinator, it must designate one of its Coordinators to retain ultimate oversight over those responsibilities and ensure the District's consistent compliance with its responsibilities under Title IX. As appropriate, the District may delegate, or permit the Title IX Coordinator to delegate specific duties to one or more designees.

##### **Complainant means:**

1. A student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or
2. A person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

**Complaint** means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination under Title IX or its regulations.

**Disciplinary sanctions** mean consequences imposed on a respondent following a determination under Title IX that the respondent violated the District's prohibition on sex discrimination.

**Party** means a complainant or respondent.

**Relevant** means related to the allegations of sex discrimination under investigation as part of these grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decision-maker in determining whether the alleged sex discrimination occurred.



## Personnel -- Certified/Non-Certified/Students

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Definitions (continued)

**Remedies** means measures provided, as appropriate, to a complainant or any other person the recipient identifies as having had their equal access to the District's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the recipient's education program or activity after the District determines that sex discrimination occurred.

**Respondent** means a person who is alleged to have violated the District's prohibition on sex discrimination.

**Retaliation** means intimidation, threats, coercion, or discrimination against any person under Board control, a student, or an employee or other person authorized by the Board to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

**Sex-based harassment** is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

1. **Quid pro quo harassment.** An employee, agent, or other person authorized by the recipient to provide an aid, benefit, or service under the recipient's education program or activity explicitly or impliedly conditioning the provision of such aid, benefit, or service on a person's participation in unwelcome sexual conduct;
2. **Hostile environment harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from a District education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - a. The degree to which the conduct affected the complainant's ability to access the recipient's education program or activity;
  - b. The type, frequency, and duration of the conduct;
  - c. The parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - d. The location of the conduct and the context in which the conduct occurred; and
  - e. Other sex-based harassment in the District's education program or activity.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Definitions (continued)**

##### **3. Specific offenses.**

- a. Sexual assault meaning an offense classified as a forcible or non-forcible sex offense under the uniform crime system of the Federal Bureau of Investigation;
- b. Dating violence meaning violence committed by a person:
  - i. Who is or has been in a relationship of a romantic or intimate nature with the victim; and
  - ii. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - 1. The length of the relationship;
    - 2. The type of relationship; and
    - 3. The frequency of interaction between the persons involved in the relationship.
- c. Domestic violence meaning felony or misdemeanor crimes committed by a person who:
  - i. Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the recipient, or a person similarly situated to a spouse of the victim;
  - ii. Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - iii. Shares a child in common with the victim; or
  - iv. Commits acts against youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.
- d. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - i. Fear for the person's safety or the safety of others; or
  - ii. Suffer substantial emotional distress.

**Supportive measures** means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

- 1. Restore or preserve that party's access to the District's education program or activity, including measures that are designed to protect the safety of the parties or a school's educational environment; or



## Personnel -- Certified/Non-Certified/Students

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Definitions (continued)

2. Provide support during the District's grievance procedures or during an informal resolution process.

**Confidential employees** are those whose communications are privileged or confidential under federal or state law and whom the District has designated as confidential for the purpose of providing services to persons related to sex discrimination. "Confidential employees" are required to explain to any person informing them of conduct that reasonably may constitute sex discrimination (1) their confidential status and circumstances in which they are not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination; (2) how to contact the Title IX Coordinator and to make a complaint; and (3) that the Title IX Coordinator may be able to offer and coordinate supportive measures and initiate an informal resolution process/investigation. The District shall notify all participants in its program or activity of how to contact confidential employees, if any.

##### All grievance procedures are required to ensure the following:

- All schools must treat complainants and respondents equitably.
- Title IX *Coordinators, investigators, decision-makers, and facilitators* of an **informal resolution process** must not have a conflict of interest or bias for or against complainants or responders generally or an individual complainant or respondent.
- The grievance procedures must include a *presumption that the respondent is not responsible for the alleged sex discrimination* until a determination is made at the conclusion of the grievance procedures.
- The grievance procedures must require *adequate notice* to the parties of the allegations, dismissal, delays, meetings, proceedings, and determinations. (All such notifications and records must be in writing with copies maintained at Central Office.)
- The grievance procedures must give the parties an *equal opportunity to present and access* relevant and not otherwise impermissible evidence and provide a reasonable opportunity for each party to respond to that evidence.
- The decision-maker or the "single investigator" must objectively evaluate each party's relevant and not otherwise impermissible evidence.
- The grievance procedures must enable the decision-maker to assess a party's or witness's credibility when credibility is in dispute and relevant.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **All grievance procedures are required to ensure the following: (continued)**

- In evaluating the party's evidence, the grievance procedures must use the *preponderance of the evidence standard of proof* (unless the District uses the *clear and convincing evidence standard* in all other comparable proceedings, including proceedings relating to other discrimination complaints, in which case the District may use that standard in determining whether sex discrimination occurred).
- The District must not impose disciplinary sanctions under Title IX on any person unless it determines at the conclusion of grievance procedures that sex discrimination for which the person was responsible has occurred.

##### **Important Considerations:**

- Consider whether the District should have more than one Title IX Coordinator: one for employees and one for students or other differentiated roles. If the district decides on multiple Coordinators, it will be essential that they communicate and collaborate openly and regularly with each other to ensure one Title IX Coordinator remains responsible for all matters related to District Compliance with the implementation of 2024's Title IX Final Rule.
- Consider whether or not schools may use a *single investigator model* (combining the roles of the investigator and decision maker). Schools may choose to use this model in some but not all cases as long as the grievance procedures clearly state when the District will use it.
- All complaints should be handled immediately and kept at the lowest level.
- Continue to communicate to the "community" where to go and who is responsible for handling Title IX non-discrimination complaints and/or inquiries.
- Documentation is critical: When the complaint was filed/shared, notes from the investigation, whether or not the matter rose or didn't rise to the level of a Title IX violation. Describe what occurred without using "triggering" language. Describe what had occurred. Document how it was determined the matter will not become or continue to be an ongoing issue/concern.
- **Monitor the District Title IX Grievance Procedure to Ensure the Following:**
  - The intake process clearly identifies the initial report obligations of school staff: What is the intake process? Who makes the decision if it's a Title IX matter? What are the staff obligations? Who makes the determination whether or not the reported matter falls under Title IX? What are the time commitments? Who performs the investigation? Who makes the decisions and renders a determination? Who delivers the consequences?



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

**All grievance procedures are required to ensure the following:** (continued)

- **Monitor the District Title IX Grievance Procedure to ensure the following:** (continued)
  - When does a matter go beyond the “normal” student bumping into another? How are cases triaged and managed? When does the Title IX Coordinator become involved? How does the District build and ensure consistency among its schools – whatever is determined must be consistently applied?
  - Upon receipt of a complaint or inquiry, immediately respond. Email responses should include the attached policies and procedures.
  - Take all matters seriously. Report them to the correct person. Take immediate action to address conflicts and matters related to “challenging behavior:” (i.e., separate students while the investigation proceeds).
  - Avoid using terms such as “sexually harassed or bullied.” Instead, describe the behaviors reported until such determinations can be justified.
  - Focus on setting the correct process in place. Do something. Avoid decision paralysis.
  - Contact the person making the complaint and indicate that you’ve immediately taken the necessary steps to address the concern. Document those communications.
  - When a parent is required to attend an interview with the child, express that it is important for you to hear from the child directly.
  - Review, document, and make a decision. Consider all factors relevant.
  - The standard of proof to determine whether sex discrimination occurred shall be based upon a “preponderance of evidence” standard unless a “clear and convincing” standard is used in comparable proceedings.

If **Sterling** Public Schools has knowledge of conduct that reasonably may constitute sex discrimination, including sex-based harassment as defined in this policy in its education program or activity, it will respond promptly and effectively. These procedures apply to a complaint of sex-based harassment in the district's program or activity under policies 4000.1/4200.1/5145.44 and 0521. “District Program or Activity” includes those occurring on or off school grounds.

As used in these procedures, a “complaint” is an oral or written request to the District that objectively can be understood as a request to investigate and make a determination about alleged discrimination under Title IX or its regulations.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **All grievance procedures are required to ensure the following: (continued)**

If the Title IX Coordinator reasonably determines conduct as alleged could *not* constitute sex-based discrimination under Title IX, the Title IX Coordinator is not required to implement the formal procedures under this policy. The reported conduct may, in such cases, be referred to the appropriate administrator(s) for response under relevant policies and procedures (i.e., personnel policies, student code of conduct, student counseling, other student services, restorative practices, policies governing visitors to district property, technology use policies, etc.)

The Title IX Coordinator may serve as investigator and decision-maker in these procedures (under the single-investigator model). The District requires that any Title IX Coordinator, investigator, or decision-maker not have a conflict of interest or bias for or against complaints or respondents generally or an individual complainant or respondent.

#### **Protections for Students, Employees, and Applicants from Discrimination Based on Pregnancy or Related Conditions**

Schools must provide reasonable modifications for students based on pregnancy or related conditions, allow employees reasonable break time for lactation, and provide students and employees with access to a clean, private lactation space.

*(Specify space availability/requirements and identify "reasonable" break time considerations)*

#### **Prohibition Against Retaliation**

The Board prohibits all forms of intimidation, threatening, coercion, or discrimination against someone in order to interfere with their Title IX rights or because they reported sex discrimination, including sexual violence or other forms of sex-based harassment, or participated in, or refused to participate in, the district's Title IX process. The District shall protect students from peer retaliation by other students.

#### **The Rights of Parents and Guardians to Act on Behalf of Their Children**

The Board expressly supports parents' and guardians' rights to act on behalf of a minor student, including when seeking assistance under Title IX and participating in a school's Title IX grievance procedures. While it is permissible for parents/legal guardians to attend meetings where their child is interviewed as a witness, complainant, or respondent, the staff member conducting the interview shall ensure the student has the opportunity to provide direct testimony.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace (continued)**

#### **Ensuring District Communication Regarding its Non-Discrimination Policies and Procedures**

The Board shall require its schools to clearly and effectively inform key people, including students, employees, and applicants, of the District's non-discrimination policies and procedures.

#### **Prohibition Against Schools Sharing Personal Information (Confidentiality and Privacy)**

The Board prohibits any of its schools under its jurisdiction from disclosing personally identifiable information they obtain through complying with Title IX, with limited exceptions, such as when they have prior written consent or when the information is disclosed to the parent of a minor. Such consent should be in writing and maintained in secured district areas.

The District shall not disclose personally identifiable information obtained in the course of complying with Title IX, except in the following circumstances:

1. When the district has obtained prior written consent from a person with the legal right to consent to the disclosure;
2. When the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue;
3. To carry out the purposes of Title IX, including action taken to address conduct that reasonably may constitute sex discrimination under Title IX in the District's education program or activity;
4. As required by Federal law, Federal regulations, or the terms and conditions of a Federal award, including a grant award or other funding agreement; or
5. To the extent that such disclosures do not otherwise conflict with Title IX when required by state or local law or permitted under FERPA,

**Privacy During Grievance Process:** The District shall take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps shall not restrict the parties' ability to obtain and present evidence, including by speaking to witnesses, consulting with their family members, using confidential resources or advisors, or otherwise preparing for or participating in the grievance procedures.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace (continued)**

##### **In School Protections from Harm when Students Are Separated or Treated Differently Based on Sex**

Pursuant to Title IX (Final Rule), The Board prohibits separation or treating people differently based on sex in a manner that subjects them to more than de minimis harm, except in limited circumstances permitted by Title IX. The Board further recognizes that preventing someone from participating in school (including in sex-separate activities) consistent with their gender identity causes that person more than de minimis harm. This general nondiscrimination principle applies except in the limited circumstances specified by statute, such as in the context of sex-separate living facilities and sex-separate athletic teams.

##### **Child Services or Law Enforcement Reporting**

Nothing in this policy or regulation modifies the District's legal responsibility for reporting child abuse and neglect or violations of the law. In cases where a Child Abuse and Neglect call has been made that concerns conduct that also triggers the District's obligation to respond under Title IX, the Title IX Coordinator will engage as appropriate and legally required with the Department of Children and Families (DCF), law enforcement agencies, and related service agencies as appropriate.

The Title IX response from the District should be integrated with, not replaced by, the DCF response to a report. In cases of law enforcement engagement with conduct reported, the District will coordinate with law enforcement concerning the District's response, including the provision of appropriate Title IX supportive measures to affected parties and the sequencing of formal Title IX procedures relative to any law enforcement investigatory and adjudicatory process.

##### **Special Education/504 Considerations**

If a complainant or respondent is a student with a disability, the Title IX Coordinator must consult with one or more members, as appropriate, the Team responsible for implementing the Student's Individualized Education Program, the Planning and Placement Team (PPT), or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under Section 504, if any, to determine how to comply with the requirements of the District's implementation of grievance procedures and/or supportive measures.

##### **Supportive Measures**

As part of promptly and effectively ending any sex-based discrimination in the district's program or activity, preventing its recurrence, and remedying its effect, the District will offer and coordinate supportive measures through the Title IX Coordinator, to complainants as appropriate and, if a grievance has commenced, to the respondent as appropriate.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Supportive Measures (continued)**

For complaints of sex-based harassment, these supportive measures may include individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

1. Restore or preserve that party's access to the recipient's education program or activity, including measures that are designed to protect the safety of the parties or the recipient's educational environment; or
2. Provide support during the recipient's grievance procedures or during an informal resolution process.

For allegations of sex discrimination other than sex-based harassment or retaliation, the District's provision of supportive measures does not require the District, its employee, or any other person authorized to provide aid, benefit, or service on the District's behalf to alter the alleged discriminatory conduct during the grievance process for the purpose of providing a supportive measure.

Supportive measures may vary depending on what the District deems to be reasonably available. These Measures may include but are not limited to: counseling; deadline extensions and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

The district may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures or the informal resolution process, or it may continue them beyond that point.

The District will provide a complainant or respondent with a timely opportunity to seek, from an appropriate and impartial employee, modification or reversal of the District's decision to provide, deny, modify, or terminate supportive measures applicable to them. The reviewing employee must be someone other than the employee who made the challenged decision and must have the authority to modify or reverse the decision if the impartial employee determines that the decision to provide, deny, modify, or terminate the supportive measure was inconsistent with the definition of supportive measures. The District shall also allow a party to seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

The District will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the education program or activity, or when an exception to this policy's prohibition on disclosures of personally identifiable information applies.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Supportive Measures (continued)**

If the complainant or respondent is a student with a disability, the Title IX Coordinator will consult with one or more members, as appropriate, of the Team overseeing the student's IEP, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision, if any, to determine how to comply with the requirements of the 504 Plan in the implementation of supportive measures.

##### **Complaint Procedures**

The following people have a right to make a complaint of sex discrimination in the program or activity of the District:

1. Any student or district employee;
2. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complaint;
3. Any person other than a student or employee who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex discrimination;
4. Title IX Coordinator.

**Limitation on Complaints of Sex-Based Harassment including Hostile Environment:** A person is entitled to make a complaint of sex-based harassment (a sub-category of sex discrimination), including a sex-based hostile environment, only if:

1. They themselves are alleged to have been subjected to the sex-based harassment;
2. They have a legal right to act on behalf of such person; or
3. The Title IX Coordinator initiates a complaint in cases where Title IX permits or requires the Title IX Coordinator to make the complaint.

**District-Initiated Complaints:** In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator may determine whether to initiate a complaint of sex discrimination that complies with the grievance procedures. To make this fact-specific determination, the Title IX Coordinator must consider, at a minimum, the following factors:

1. The complainant's request not to proceed with the initiation of a complaint;
2. The complainant's reasonable safety concerns regarding the initiation of a complaint;
3. The risk that additional acts of sex discrimination would occur if a complaint is not initiated;



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **District-Initiated Complaints (continued)**

4. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from school grounds or the imposition of another disciplinary sanction to end the discrimination and prevent recurrence;
5. The age and relationship of the parties, including whether the respondent is an employee of the District;
6. The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
7. The availability of evidence to assist the Title XI Coordinator or the assigned Decision-maker in determining whether sex discrimination occurred; and
8. Whether the District could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person or that the conduct as alleged prevents the District from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a complaint.

##### **Complaint Consolidation**

The District may consolidate complaints of sex discrimination against more than one respondent, by more than one complainant against one or more respondents, or by one party against another party when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include plural, as applicable.

##### **Complaints Concerning District Policy or Practice**

Not all complaints of sex discrimination involve active participation by complainants and respondents, including those alleging that the District's own policies and procedures discriminate based on sex. When a sex discrimination complaint alleges that the District's own policies or practices discriminate on the basis of sex, the District is not considered a "respondent" for procedural purposes. However, the District shall fully implement and follow those parts of the grievance procedures that apply to such complaints and complainants, including when respondents allege that the District's policy or practice discriminates on the basis of sex.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Complaints Concerning District Policy or Practice (continued)**

For a complaint alleging that an individual engaged in sex discrimination based on actions the individual took in accordance with the District's policies or practices, the District shall treat the individual as a respondent and comply with the requirements in these grievance procedures that apply to respondents. *(This is due to the fact that such complaints may involve factual questions regarding whether the individual was, in fact, following the District's policies or practices, what actions the individual took, and whether the individual could be subject to disciplinary sanctions depending on these facts. To the extent an individual was following the District's policies or practices, the District has the flexibility to determine whether the original complaint must be amended to be a complaint against the District itself or whether this determination can be made based on the original complaint against an individual.)*

##### **Upon Complaint Receipt**

When notified of conduct that reasonably may constitute sex discrimination under Title IX or its regulations, the Title IX Coordinator will:

1. Treat the complainant and respondent equally;
2. Offer and coordinate supportive measures as appropriate for the complainant. In addition, if the District has initiated grievance procedures or offered an informal resolution process to the respondent, the Title IX Coordinator will offer and coordinate supportive measures as appropriate for the respondent;
3. Notify the complainant - or if the complainant is unknown, the individual who reported the conduct - of the grievance procedures and the informal resolution process, if available and appropriate;
4. If a complaint is made, notify the respondent of the grievance and the informal resolution process, if available and appropriate;
5. In response to a complaint, initiate the grievance procedures or the informal resolution process;
6. Regardless of whether a complaint is initiated, take other appropriate, prompt, and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual complainant, if any, to ensure that sex discrimination does not continue or recur within the District's education program or activity;
7. The Title IX Coordinator is not required to comply with 1-7 of this section upon being notified of conduct that may constitute sex discrimination if the Title IX Coordinator reasonably believes that the conduct as alleged could not constitute sex discrimination under Title IX or this part.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Upon Complaint Receipt (continued)**

Upon initiation of the District's Title IX Grievance Procedures, the District will further notify parties of the following:

1. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
2. Retaliation is strictly prohibited; and
3. The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If the District provides a description of the evidence, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

If, in the course of an investigation, the District decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice provided or that are included in a complaint that is consolidated, the District will notify the parties of the additional allegations.

##### **Dismissal of a Complaint**

The Title IX Coordinator may dismiss a complaint of sex discrimination if:

1. The District is unable to identify the respondent after taking reasonable steps to do so;
2. The respondent is not participating in the District's education program or activity and is not employed by the District;
3. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven, or
4. The District determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX.

Before dismissing the complaint, the District will make reasonable efforts to clarify the allegations with the complainant. Upon dismissal, the District will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the District will also notify the respondent of the complainant, or simultaneously if notification is in writing.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Dismissal of a Complaint (continued)**

When a complaint is dismissed, the District will, at a minimum:

1. Offer supportive measures to the complainant as appropriate;
2. If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
3. Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue to recur within the District's education program or activity.

Dismissal on these grounds does not prevent the application of any other District policy that applies to the alleged conduct or referral of the alleged conduct to appropriate administrators.

##### **Appeal of Dismissal of Complaint**

The District will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the District will also notify the respondent that the dismissal may be appealed. Dismissals may be appealed on the following basis:

1. Procedural irregularity that would change the outcome;
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
3. The Title IX Coordinator (or the assigned investigator or decision-maker) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal is appealed, the District will:

1. Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;
2. Implement appeal procedures equally for the parties;
3. Ensure that the decision-maker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;
4. Ensure that the decision-maker for the appeal has been trained consistent with the Title IX regulations;
5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
6. Notify the parties of the result of the appeal and the rationale for the result.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace (continued)**

##### **Investigation of the Complaint by the District**

The District will provide for adequate, reliable, and impartial investigation of complaints. The burden is on the District-not on the parties-to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. Any employee or any other person authorized by the District to provide aid, benefit, or service under the District's education program or activity must, upon request by the Title IX Coordinator (or an assigned investigator or a decision-maker), participate as a witness in, or otherwise assist with, an investigation or proceeding under this policy, including these grievance procedures.

1. The District presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures;
2. The District will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence;
3. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness;
4. The District will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible;
5. The District will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance;
6. The District will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible in the following manner:
  - a. The District will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If the District provides a description of the evidence, the District will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;
  - b. The District will provide a reasonable opportunity to respond to the evidence or the description of the evidence; and
  - c. The District will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

#### **Investigation of the Complaint by the District (continued)**

##### **Evidentiary Exclusions:**

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

1. Evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
2. A party's or witnesses' records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness unless the District obtains that party's or witness' voluntary, written consent for use in its grievance procedures; and
3. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude a determination that sex-based harassment occurred.

##### **Questioning the Parties and Witnesses:**

The grievance decision-maker (or the Title IX Coordinator if applying the "single-investigator model") will question parties and witnesses to adequately assess a party's or witnesses' credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination. Where the investigator (or the Title IX Coordinator) has interviewed a party or witness, and the investigator is also serving as the grievance decision-maker, credibility evaluation is inherent in the process of conducting the interview. In situations where credibility determinations are required from a grievance decision-maker who did not interview a party or witness, the Title IX Coordinator will facilitate an opportunity for the decision-maker's process of engaging with the evidence resulting from the investigation.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

#### **Investigation of the Complaint by the District (continued)**

##### **Determining Whether Sex Discrimination Occurred:**

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the grievance decision-maker (or Title IX Coordinator) will:

1. Use the "preponderance of evidence" standard of proof to determine whether sex discrimination occurred.
  - a. The standard of proof requires the decision-maker (or Title IX Coordinator) to evaluate relevant and not otherwise impermissible evidence for its persuasiveness.
  - b. If the decision-maker (or Title IX Coordinator) is not persuaded by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decision-maker (or Title IX Coordinator) will not determine that sex discrimination occurred.
2. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX, including the rationale for such determination and the procedures and permissible bases for the complainant and respondent to appeal.
3. Identify recommended discipline for the respondent for sex discrimination prohibited by Title IX under the District's Code of Conduct.
4. Promptly transmit the grievance record and the determination to the Title IX Coordinator if the Title IX Coordinator did not serve as the decision-maker.

##### **Disciplinary Sanctions for Sex-Based Harassment**

Notice is hereby given that following a determination that sex-based harassment occurred, the District may impose disciplinary sanctions, which may include consequences imposed on a respondent following a determination under Title IX that the respondent violated the District's prohibition on sex discrimination. (These may be found in the District's written Code of Conduct Policy.) For employees, prohibitions and consequences are stated in policies, labor contracts, and statutes.

The Title IX Coordinator shall provide the appropriate administrator with the findings and determinations arising from the grievance procedures to implement disciplinary sanctions against a respondent for violating the prohibition on sex discrimination.



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace (continued)**

##### **Remedies**

Notice is hereby given that the District may provide remedies, which may include measures provided, as appropriate, to a complainant or any other person the District identifies as having had equal access to the District's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the District's education program or activity after the District determines that sex discrimination occurred. A wide variety of remedies affecting personal circumstances may be appropriate depending on the circumstance. Remedies may cause additional burdens upon respondents who have violated the prohibition on sex discrimination. Remedies may include recommended adjustments in District Policies and Practices.

##### **District Determination that Sex Discrimination Occurred**

When the respondent is found to have violated the prohibition on sex discrimination under this policy, the Title IX Coordinator will, as appropriate:

1. Coordinate the provision and implementation of remedies to a complainant and other people the District identifies as having had equal access to the District's education program or activity limited or denied by sex discrimination;
2. Coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and
3. Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue to recur within the District's education program or activity; and
4. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and
5. Refrain from disciplining a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination of whether sex discrimination occurred.

##### **Appeal of the Determination that Sex Discrimination Occurred (Merits Appeals)**

All persons serving as decision-makers in appeals arising from the Title IX grievance process are subject to applicable training requirements. The Title IX Coordinator will continue to manage appropriate supportive measures during all appeals.



## Personnel -- Certified/Non-Certified/Students

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Appeal of the Determination that Sex Discrimination Occurred (Merits Appeals) (continued)

For *student respondents*, generally, a determination of whether sex discrimination occurred will be appealable by either the complainant or the respondent, or both. Appropriate supportive measures managed by the Title IX Coordinator will continue during the appeals. If the determination that sex discrimination occurred is affirmed, reversed, or modified on appeal, the grievance returns to the Title IX Coordinator to modify the District's response actions as and if appropriate.

For *employee respondents*, a determination that sex discrimination occurred will be appealable by either the complainant or the respondent, or both. Appropriate supportive measures managed by the Title IX Coordinator will continue during the appeals. If the determination that sex discrimination occurred is affirmed, reversed, or modified on appeal, the grievance returns to the Title IX Coordinator to modify the District's response actions as and if appropriate. However, when a final determination is made that an employee violated the prohibition on sex discrimination under Title IX, the concluded grievance record and determination will be sent to the Superintendent or a designee for purposes of determining disciplinary action specifically directed at that employee.

##### Timeframe

The District has established the following timeframes for the major stages of the grievance procedure below. Timelines are *not* jurisdictional but merely establish expectations for being "prompt" in resolving Title IX matters in most cases. As used in this procedure, a "day" is a day the office of the Title IX Coordinator is open for business.

1. Evaluation of the complaint (i.e., decision whether to dismiss or investigate a complaint): *Not to exceed five full school days upon receipt of a complaint*
2. Notices and Investigation: *Not to exceed 24 hours after proceeding with an investigation*
3. Evidence organization, summarization by the Title IX Coordinator or a chosen Investigator: *Not to exceed five school days upon proceeding with an investigation*
4. Evidence review and response by parties: *Not to exceed 48-hours upon receipt of such materials*
5. Title IX Coordinator or a chosen Decision-maker evidence evaluation determination: *Not to exceed 48-hours upon receiving such evidence*
6. Appeal of determination: Completion of appeal process, including determination – *Five school days*



## **Personnel -- Certified/Non-Certified/Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Timeframe (continued)**

The District allows for reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. The Title IX Coordinator may grant these extensions on the Title IX Coordinator's own initiative or upon a qualifying request or need presented by a party, investigator, decision-maker, district administration, DCF, juvenile officer or agency, or law enforcement agency. The circumstances warranting a qualifying extension will be noted in the District's Title IX records of the complainant's case.

##### **Overlapping Discrimination Claims and This Procedure**

To the extent that the underlying facts and legal questions in a complaint handled under the Title IX grievance process overlap with and pertain to the District's compliance with another law or regulation concerning discrimination, the evidence and findings of the Title IX grievance process may be used for both purposes, in the discretion of the Title IX Coordinator.

##### **Maintenance of Records**

The District is required to maintain for seven (7) years each notification received by the Title IX Coordinator of conduct that reasonably may constitute sex discrimination under Title IX or the regulations, documentations of the actions the District took to meet its obligations to respond promptly and effectively to complaints. Such records will be securely maintained in a locked file cabinet located in a secured office accessible to the Title IX Coordinator.

Regulation approved:

cps 7/24



[INSERT NAME OF DISTRICT] PUBLIC SCHOOLS  
COMPLAINT OF SEX DISCRIMINATION, SEX-BASED HARASSMENT OR  
OTHER HARASSMENT BASED ON SEX

*Students or employees of the District who believe they are a victim of sex-discrimination occurring in the District's education program or activity may use this form to lodge a complaint of sex-discrimination, sex-based harassment or other harassment on the basis of sex, including discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation and gender identity.*

*An individual other than a student or employee may use this form to complain of sex discrimination other than sex-based harassment that occurred while participating in or attempting to participate in the District's education program or activity.*

*To initiate this complaint, return this form to the District's Title IX Coordinator who may be contacted as follows: [insert name, title, office address, email and telephone number]*

Complainant's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name of School of attendance or employment: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Grade (student): \_\_\_\_\_

Current position/job (employee): \_\_\_\_\_

Email address: \_\_\_\_\_

Preferred method of contact: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Full name of person(s) you believe engaged in prohibited sex discrimination/harassment:

\_\_\_\_\_

List any witnesses that were present/have knowledge: \_\_\_\_\_

\_\_\_\_\_



Where did the incident(s) occur? \_\_\_\_\_

Describe the incident(s) as clearly as possible, including information such as: where, when and what happened; if applicable, specific verbal or written statements made (e.g., threats, requests, demands, etc.); what, if any, physical contact was involved and what force, if any, was used; your response to the situation, etc. (Attach additional pages if necessary.) \_\_\_\_\_

*I hereby certify that the information provided in this complaint is true, correct, and complete to the best of my knowledge and belief. By signing below, I request an investigation and determination occur in accordance with the District's Title IX, Sex Discrimination/Sex-Based Harassment Board Policy 4000.1/4200.1/5145.44 and its regulations.*

\_\_\_\_\_  
(Complainant's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Reviewed By)

\_\_\_\_\_  
(Date)



**NOTICE TO RESPONDENT OF A  
COMPLAINT OF SEX DISCRIMINATION**

**[PLACE ON DISTRICT LETTERHEAD]**

[Date]

Dear [Student or Employee]

This letter is to advise you a complaint of sex discrimination has been brought naming you as the individual alleged to be responsible for the discrimination (respondent). Specifically, it has been alleged that **[insert description to provide sufficient detail. Where known, include the name of parties, including the respondent, the conduct alleged to be sex-based harassment, the date and location of the conduct]**.

The [District] Public Schools prohibits sex discrimination including sex-based harassment in its educational program and activities and follows its established grievance procedures for the investigation of and response to complaints of sex discrimination/sex-based harassment. When deemed appropriate, the district may offer informal resolution to resolve a complaint. Use of informal resolution requires the consent of the parties, and consent may be withdrawn any time prior to a final determination of responsibility.

An individual alleged to be the subject of conduct that could constitute sex discrimination under Title IX, is referred to as a "complainant" and the person alleged to have violated the district's prohibition on sex discrimination is referred to as a "respondent."

Attached for your review is a copy of [District] Board of Education Policy 4000.1/4200.1/5145.44 Title IX, Prohibition Against Sex Discrimination and Sex-Based Harassment, and its regulation containing the district's grievance procedures in its entirety.

The Title IX grievance procedures contain information about how a complaint will be investigated and explain the rights of both the complainant and respondent. One right is the right to designate an advisor of your choosing to review and inspect evidence on your behalf prior to a final determination. An advisor may be, but is not limited to, a parent, a relative, an advocate or an attorney. Additionally, the complainant and respondent are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or to receive an accurate description of the evidence collected through investigation of the complaint. If provided with a description of the evidence, the parties are entitled to an equal opportunity to access the evidence upon the request of any party.



Whether or not a respondent has violated the district's prohibition on sex discrimination will be determined at the conclusion of the district's grievance process. A respondent is presumed not responsible for the alleged sex discrimination until a determination is made otherwise at the conclusion of this process. If sex discrimination is determined to have occurred, remedies will be provided. Supportive measures may be offered and modified as appropriate during the investigation of the complaint and may continue after the conclusion of this matter.

Retaliation is prohibited against any party, witness or other individual involved in the grievance process. If you are retaliated against by anyone for your involvement in this matter, contact the Title IX Coordinator so appropriate responsive action may be taken.

Efforts will be made to promptly resolve this complaint. Your cooperation, patience and understanding are appreciated as the timeline for resolution may vary depending on the number of parties, allegations, complexity of the case and other factors.

Sincerely,

[Insert name of Title IX Coordinator or administrator]  
[Title]

pc: [insert names of individuals to receive a copy]

Enclosure: Board Policy 4000.1/4200.1/5145.44 Sexual Harassment/Title IX and Regulation with Grievance Procedures



**NOTICE TO COMPLAINANT OF A  
COMPLAINT OF SEX DISCRIMINATION**

**[PLACE ON DISTRICT LETTERHEAD]**

[Date]

Dear [Student or Employee]

This letter is to confirm that you filed a complaint of sex discrimination or one has been brought on your behalf. Specifically, it has been alleged that **[insert description to provide sufficient detail. Where known, include the name of parties, including the respondent, the conduct alleged to be sex-based harassment, the date and location of the conduct]**.

The [District] Public Schools prohibits sex discrimination including sex-based harassment in its educational program and activities and follows its established grievance procedures for the investigation of and response to complaints of sex discrimination/sex-based harassment. When deemed appropriate, the district may offer informal resolution to resolve a complaint. Use of informal resolution requires the consent of the parties and consent may be withdrawn any time prior to a final determination of responsibility.

An individual alleged to be the subject of conduct that could constitute sex discrimination under Title IX, is referred to as a "complainant" and the person alleged to have violated the district's prohibition on sex discrimination is referred to as a "respondent."

Attached for your review is a copy of [District] Board of Education Policy 4000.1/4200.1/5145.44 Title IX, Prohibition Against Sex Discrimination and Sex-Based Harassment, and its regulation containing the district's grievance procedures in its entirety.

The Title IX grievance procedures contain information about how a complaint will be investigated and explain the rights of both the complainant and respondent. One right is the right to designate an advisor of your choosing to review and inspect evidence on your behalf prior to a final determination. An advisor may be, but is not limited to, a parent, a relative, an advocate or a lawyer, but need not be a lawyer. Additionally, the complainant and respondent are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or to receive an accurate description of the evidence collected through investigation of the complaint. If provided with a description of the evidence, the parties are entitled to an equal opportunity to access the evidence upon the request of any party.



Whether or not the respondent has violated the district's prohibition on sex discrimination will be determined at the conclusion of the district's grievance process. A respondent is presumed not responsible for the alleged conduct until proven otherwise. If sex discrimination is determined to have occurred, remedies will be provided. Supportive measures may be offered and modified as appropriate during the investigation of the complaint and may continue after the conclusion of this matter.

Retaliation is prohibited against any party, witness or other individual involved in the grievance process. The respondent(s) has/have also been provided with written notification of the complaint. If you are subjected to new or continued sex discrimination, are threatened by the respondent or others, or retaliated against by anyone for your involvement in this matter, contact the Title IX Coordinator so appropriate responsive action may be taken.

Efforts will be made to promptly resolve this complaint. Your cooperation, patience and understanding are appreciated as the timeline for resolution may vary depending upon the number of parties, allegations, complexity of the case and other factors.

Sincerely,

[Insert name of Title IX Coordinator or administrator]  
[Title]

pc: [insert names of individuals to receive a copy]

Enclosure: Board Policy 4000.1/4200.1/5145.44 Sexual Harassment/Title IX and Regulation with Grievance Procedures



## CONFIDENTIALITY AGREEMENT

### TITLE IX INVESTIGATION

I, [insert name] am a party (either a complainant or respondent) or advisor to a Title IX complaint and investigation. As a party or advisor, I may permissibly discuss allegations under investigation. I will be provided a description of or access to evidence collected for the purposes of the Title IX investigation that includes both exculpatory and inculpatory evidence and evidence that is not otherwise impermissible. Accordingly, some of the information I access or that is described to me may include "confidential information" about others.

I understand and agree that the information described to or accessed by me is for the sole purpose of the Title IX Grievance Process. I agree that I will not disclose confidential information disclosed to me about others (i.e., the complainant, respondent, witnesses, etc.) with anyone other than my legal representatives, including any advisor that I have authorized to act on my behalf. I am free to treat information that is solely about me in any manner I choose.

I may not copy, share, provide or otherwise disclose or disseminate confidential information about the opposing party to any individuals, organizations, groups or entities either in person, in writing, or by use of electronic technology or social media or in any other manner.

I acknowledge that in the event that I breach this agreement, in addition to any other remedies which are available, the school district would be entitled to injunctive relief in that there may not be an adequate remedy at law in the event of such a breach.

I agree by signing below not to further disclose the confidential information thereof. In so doing, I do not waive my First Amendment rights to discuss the allegations or to gather evidence.

\_\_\_\_\_  
(Name of Student/Employee)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Received by: \_\_\_\_\_  
(Name/Signature)

\_\_\_\_\_  
(Date)



**[NAME OF DISTRICT] PUBLIC SCHOOLS  
NOTICE OF DISMISSAL  
OF A COMPLAINT OF SEX DISCRIMINATION  
AND APPEAL RIGHTS**

[Date]

Dear \_\_\_\_\_:

On [insert date], a complaint of sex discrimination was initiated by [insert name of the complainant or the name of parent/guardian initiating the complaint on behalf of their child [insert name of child] or the Title IX Coordinator [insert name and title] against [insert name of the respondent if known].

**You are hereby notified of the dismissal of the complaint for the following reason or reasons as checked below:**

- ☐ The District is unable to identify the respondent after taking reasonable steps to do so
- ☐ The respondent is not participating in the District's education program or activity or employed by the District.
- ☐ The complainant voluntarily withdrew any or all allegation in the complaint, the Title IX Coordinator declines to initiate a complaint, and the District determines that, without the Complainant's withdrawn allegation, the conduct that remains alleged, if any, would not constitute sex discrimination under Title IX even if proven
- ☐ The District determined that conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint for this reason, the District has made reasonable efforts to clarify the allegations with the Complainant.

**Right to Appeal the Dismissal**

The Complainant has the right to appeal the dismissal of the complaint based upon the following reasons only:

1. Procedural irregularity that would change the outcome
2. New evidence that would change the outcome and that was not reasonably available when the determination whether sex discrimination occurred, or dismissal was made
3. The Title IX personnel (Title IX Coordinator, investigator/decision maker, etc.) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome



A Complainant wishing to contest the dismissal for one or more of the above reasons may file an appeal by providing a written, signed and dated communication to the Superintendent of Schools. This communication must contain an explanation of the basis for the appeal and provide supporting documentation and/or argument to support the appeal. All appeals must be received by the Superintendent on or before *[insert the final date for bringing an appeal. Note: Check your District's regulation for the correct timeline]* or the right to appeal is waived. The other party shall be provided with an opportunity to respond with a statement challenging the appeal. The Superintendent or designee will serve as the Appeal Decision maker will issue a decision on the appeal.

The decision on appeal is final and is not further appealable. Refer to Town Board of Education Policy and Regulation 4000.1/4200.1/5145.44 Sexual Harassment/Title IX for complete appeal procedure.

The initiation of an appeal does not impact the provision of supportive measures to the parties.

Sincerely,

[Name of Title IX Coordinator]



*CABE's version of this mandated policy to consider.*

## **Mission – Goals – Objectives**

### **Nondiscrimination**

#### **Nondiscrimination Policy and Notice**

Pursuant to Title IX and its regulations (“Final Rule” released on April 19, 2024), the **Sterling** Board of Education has adopted and implemented a policy stating that the District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity it operates, including admission and employment.

The **Sterling** Public Schools does not discriminate based on race, color, religion, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, marital status, pregnancy or related conditions, national origin, protective hairstyles, alienage, ancestry, age, disability, or any other basis prohibited by law and prohibits discrimination, including harassment, in any education program or activity it operates.

The **Sterling** Board shall provide protections from all forms of sex-based harassment, including sexual violence and unwelcome sex-based conduct that creates a hostile environment by limiting or denying a person’s ability to participate in or benefit from a school’s education program or activity.

The District shall take prompt and effective action to end any sex discrimination in its education programs or activities to provide for the prompt and equitable resolution of sex discrimination complaints, prevent recurrence, and remedy its effects. To that end, the District shall act promptly and effectively in response to information about conduct that reasonably may constitute discrimination, including sexual violence and other forms of sex-based harassment. The district shall also ensure that all school employees are trained about their obligations to address sex discrimination and their obligations to notify or provide contact information for the Title IX Coordinator.

The Board of Education Non-discrimination policy includes protections for students, employees, and applicants against discrimination based on pregnancy, childbirth, termination of pregnancy, lactation, related medical conditions, or recovery from these conditions and shall provide reasonable modifications for students based on pregnancy or related conditions, allow for lactation for employees, and access to a clean, private lactation space for students and employees.

The District shall not disclose personally identifiable information obtained through complying with Title IX, with limited exceptions, such as when there had been prior written consent or when the information is disclosed to the parent of a minor.

Retaliation against anyone who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation or grievance process is also a violation of the **Sterling** Board of Education’s non-discrimination policy and is prohibited.



## Mission – Goals – Objectives

### Nondiscrimination Policy and Notice (continued)

The **Sterling** Public Schools shall notify *students, employees, parents, and others* of this policy and publish it widely. The Board recognizes that due to size and format restrictions of different publications, to ensure the broadest level of distribution, the Board shall publish a statement (Short Version) that the District prohibits sex discrimination in any education program or activity that it operates and that individuals may report concerns or questions to the Title IX Coordinator and provide a link to the “Long Version” of the non-discrimination notice on the District’s website.

#### **The “Short Version” of the Board’s Non-Discrimination statement shall be as follows:**

The **Sterling** Public Schools prohibits sex discrimination in any educational program or activity that it operates. Individuals are encouraged to report concerns or questions to the Title IX Coordinator. The notice of non-discrimination is located at (insert website address to access the “long version” of the Board’s Non-Discrimination Statement.)

#### **The “Long Version” of the Board’s Non-Discrimination Statement shall be as follows:**

The **Sterling** Public Schools does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity it operates, as required by Title IX and its regulations, including admission and employment.

The **Sterling** Board of Education has designated the following individual(s) to coordinate efforts to comply with and carry out its non-discrimination responsibilities under Title IX (2024’s “Final Rule,” applicable State laws, and court decisions). Questions regarding the District’s non-discrimination commitments, as well as related laws, regulations, and District policies, may be referred to this/these designated employee(s):

#### **District Title IX Coordinator:**

**Principal, 251 Sterling Road, Sterling CT 06377 (860)564-2728**

#### **District’s Other Designees Under Section 504**

The **Sterling** Public School District is required not to discriminate on the basis of sex by Title IX and its implementing regulations. Inquiries about Title IX may be referred to the District’s Title IX Coordinator, the U.S. Department of Education’s Office for Civil Rights, or both.



## Mission – Goals – Objectives

### Nondiscrimination Policy and Notice (continued)

#### The U.S. Department of Education's Office for Civil Rights Contact Information:

**U.S. Department of Education**

**Office for Civil Rights**

**Lyndon Baines Johnson Department of Education Bldg**

**400 Maryland Avenue, SW**

**Washington, DC 20202-1100**

**[OCR@ed.gov](mailto:OCR@ed.gov)**

**800-421-3481**

To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to (include a link to the location(s) on the website or otherwise describe the location(s) where individuals can report sex discrimination). Any person may also report sex discrimination, including harassment, using the contact information listed for the Title IX Coordinator.

The **Sterling** Public School's non-discrimination policy and grievance procedures (**Title IX Policy and Administrative Regulation**) Policy [#4000.1/4200.1](#) and [5145.44](#).

(cf. 4000.1 – Title IX)

(cf. 4111 – Recruitment and Selection)

(cf. 4111.1/4211.1 – Affirmative Action)

(cf. 4118.11/4218.11 – Nondiscrimination)

(cf. 4118.112/4218.112 – Sex Discrimination and Sexual Harassment in the Workplace)

(cf. 4118.113/4218.113 – Harassment)

(cf. 5145.4 – Nondiscrimination)

(cf. 5145.5 – Sexual Harassment)

(cf. 5145.51 – Peer Sexual Harassment)

(cf. 5145.52 – Harassment)

(cf. 5145.6 – Student Grievance Procedure)

(cf. 6121 – Nondiscrimination)

(cf. 6121.1 - Equal Educational Opportunity)

#### Legal Reference:

**2024 Amendment to the U.S. Department of Education's Title IX Regulations ("Final Rule")**

Title VII, Civil Rights Act, 42 U.S.C. 2000e, et seq.

29 CFR 1604.11, EEOC Guidelines on Sex Discrimination.

Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.

Title IX Final Rule, May 6, 2020

Age Discrimination in Education Act, 29 U.S.C. §621

Americans with Disabilities Act, 42 U.S.C. §12101

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794



## Mission – Goals – Objectives

### Nondiscrimination

Legal Reference: (continued)

Title II of the Genetic Information Act of 2008

Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et. Seq.

34 CFR Section 106.8(b), OCR Guidelines for Title IX.

Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49,

29 CFR Sec. 1606.8 (a) 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed.

Reg. 5512 (January 19, 2001)

20 U.S.C. 7905 (Boy Scouts of America Equal Access Act)

*Meritor Savings Bank. FSB v. Vinson*, 477 U.S. 57 (1986)

*Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June 26, 1998)

*Gebbs v. Lago Vista Indiana School District*, No. 99-1866, (U.S. Supreme Court, June 26, 1998)

*Davis v. Monroe County Board of Education*, No. 97-843, (U.S. Supreme Court, May 24, 1999.)

The Vietnam Era Veterans' Readjustment Act of 1974, as amended, 38 U.S.C. §4212

Title II of the Genetic Information Nondiscrimination Act of 2008

Connecticut General Statutes

46a-51 Definitions (as amended by PA 17-127, PA 21-2 and PA 22-82)

46a-58 Deprivation of rights. Desecration of property. Placing of burning cross or noose on property. Penalty. (as amended by PA 17-127 and PA 22-82)

46a-60 Discriminatory employment practices prohibited. (as amended by PA 17-127 and PA 21-69 and PA 22-82)

46a-81a Discrimination on basis of sexual orientation: Definition

10-15c Discrimination in public schools prohibited. School attendance by five-year olds. (Amended by P.A. 97-247 to include "sexual orientation" and P.A. 11-55 to include "gender identity or expression")

10-153 Discrimination on account of marital status.

17a-101 Protection of children from abuse.

PA 17-127, An Act Concerning Discriminatory Practices Against Veterans, Leaves of Absence for National Guard Members...

Public Law 111-256

*Meacham v. Knolls Atomic Power Laboratory* 128 S.Ct. 2395, 76 U.S.L.W. 4488 (2008)



## Mission – Goals – Objectives

### Nondiscrimination

Legal Reference: (continued)

*Federal Express Corporation v. Holowecki* 128 S.Ct. 1147, 76 U.S.L.W. 4110 (2008)

*Kentucky Retirement Systems v. EEOC* 128 S.Ct. 2361, 76 U.S.L.W. 4503 (2008)

*Sprint/United Management Co. v. Mendelsohn* 128 S.Ct. 1140, 76 U.S.L.W. 4107 (2008)

*Bostock v. Clayton County, Georgia*, 140 S.Ct. 1731, 2020 WL3146686 (June 15, 2020)

2024 Amendments to the U.S. Department of Education’s Title IX Regulations (“Final Rule”)

Policy adopted:  
cps 7/24







*An optional policy to consider.*

## **Business and Non-Instructional Operations**

### **Non-Lapsing Education Fund (Non-Regional School Districts)**

The **Sterling** Board of Education (Board) may deposit into a non-lapsing account any unexpended funds from the Board's prior fiscal year general operating budget, provided such deposited amount does not exceed two percent (2%) of the total budgeted appropriation for education for such prior fiscal year pursuant to C.G.S. 10-248a.

Any expenditure from the Non-Lapsing Education Fund shall be authorized solely by the Board of Education. Each expenditure from such account shall be made only for educational purposes **and under the following conditions:**

- (1) such deposited amount does not exceed two percent (2%) of the total budgeted appropriation for education for such prior fiscal year;
- (2) each expenditure from such account shall be made only for educational purposes; and
- (3) each such expenditure shall be authorized by the Sterling Board of Education.

The Board of Education shall create the non-lapsing account and be responsible for the accounting of the funds in accordance with Governmental Accounting Standards and Generally Accepted Accounting Principles (GAAP). The account shall be subject to the annual audit as required by State statute. The Board of Education shall review the fund balance on an annual basis.

Legal Reference: Connecticut General Statutes

10-51 (d) (2) Fiscal year. Budget. Payments by member towns; adjustments to payments. Investment of funds. Temporary borrowing. Reserve funds. (as amended by PA 21-2, JSS, Section 363)

10-222 Appropriations and budget

10-248a Unexpended education funds account (as amended by PA 19-117, Section 285)

**Public Act 24-45 An Act Concerning Education Mandate Relief, School Discipline and Disconnected Youth (Sections 7-8)**

Policy adopted:

rev 10/21

rev 7/24



*CABE's newest version of this policy.*

## Students

### Suspension and Expulsion/Due Process

The **Sterling** Board of Education is committed to creating a safe, orderly, and supportive learning environment for all students, staff, and visitors. This policy aims to balance the necessity of maintaining safety and order within our schools while adhering to progressive discipline and restorative practices, which seeks to address and correct inappropriate behavior while promoting accountability, personal growth, and the repair of harm.

Students are expected to comply with school rules and Board policies and may be disciplined for conduct on school grounds or at any school-sponsored activity that endangers persons or property, is seriously disruptive of the educational process, or that violates a publicized policy of the Board. Students may be disciplined for conduct off school grounds if such conduct is seriously disruptive to the educational process and violates Board policy.

### Policy Objectives

1. **Ensure Safety and Order:** Maintain a secure and disciplined school environment conducive to learning and free from violence, threats, and disruptive behaviors.
2. **Promote Equity and Fairness:** Apply disciplinary measures in an equitable, consistent, and unbiased manner, ensuring that all students are treated with dignity and respect.
3. **Support Progressive Discipline:** Implement a progressive discipline model that focuses on intervention and prevention strategies to address and correct student behavior before it escalates.
4. **Implement Restorative Practices:** Incorporate restorative practices that emphasize accountability, reparation of harm, and the restoration of relationships within the school community.
5. **Encourage Personal Responsibility:** Foster a sense of personal responsibility and self-discipline in students, helping them to understand the consequences of their actions and to make better choices in the future.
6. **Engage Families and Communities:** Involve parents, guardians, and community members in the disciplinary process to support students in their behavioral and academic growth.

### Policy Guidelines

1. **Clear Expectations and Communication:**
  - Establish and communicate clear behavioral expectations and the consequences of violating them.
  - Ensure that all students, staff, and parents/guardians are aware of the discipline policy and procedures.



## Students

### Suspension and Expulsion/Due Process

#### Policy Guidelines (continued)

##### 2. Progressive Discipline Framework:

- Utilize a tiered approach to discipline that escalates in response to the severity and frequency of the behavior.
- Implement early intervention strategies such as counseling, mentoring, and behavior modification plans to address minor infractions.

##### 3. Restorative Practices:

- Employ restorative practices such as mediation, peer counseling, and restorative circles to address conflicts and repair harm.
- Encourage students to take responsibility for their actions and to actively participate in the resolution process.

##### 4. Consistent and Fair Application:

- Ensure that disciplinary measures are applied consistently and fairly across all student populations.
- Monitor and address any disparities in the application of disciplinary actions to prevent discrimination or bias.

##### 5. Supportive Interventions:

- Provide support services such as counseling, social work, and mental health resources to help students address underlying issues contributing to behavioral problems.
- Develop individualized behavior plans for students with recurring or severe behavioral issues.

##### 6. Engagement and Collaboration:

- Engage families in the disciplinary process through regular communication and involvement in restorative practices.
- Collaborate with community organizations and resources to support students and families in addressing behavioral and social-emotional needs.

##### 7. Training and Professional Development:

- Provide ongoing training for staff on progressive discipline, restorative practices, and culturally responsive approaches to student behavior.
- Encourage staff to develop skills in conflict resolution, de-escalation techniques, and positive behavior support.



## Students

### Suspension and Expulsion/Due Process

#### Policy Guidelines (continued)

##### Review and Accountability

The **Sterling** Board of Education will regularly review the effectiveness of its discipline policy, incorporating feedback from students, staff, parents, and the community. Data on disciplinary actions and their outcomes will be collected and analyzed to ensure continuous improvement and the achievement of policy objectives.

By adopting this balanced approach to discipline, the **Sterling** Public School District aims to create a school environment where all students can learn, grow, and succeed while feeling safe and supported.

#### A. Definitions

1. **"Exclusion"** shall be defined as any denial of public school privileges to a student for disciplinary purposes.
2. **"Removal"** shall be defined as an exclusion from a classroom for all or a part of single class period, provided such exclusion shall not extend beyond ninety (90) minutes.
3. **"In-School Suspension"** means an exclusion from regular classroom activity for no more than five consecutive days, but not exclusion from school, provided such exclusion shall not extend beyond the end of the school year in which such in-school suspension was imposed. Such suspensions shall be served in any school building under the jurisdiction of the Board of Education.
4. **"Suspension"** means an exclusion from school privileges or from transportation services, provided such exclusion shall not extend beyond the end of the school year in which suspension was imposed. An out-of-school suspension for students in grades 3-12 shall not exceed ten days. An out-of-school suspension imposed for children in preschool to second grade shall not exceed five days.

All suspensions shall be in-school unless the administration determines for any student in grades three through twelve that (1) the student being suspended poses such a danger to persons or property or such a disruption of the educational process that the student (grades three to twelve) shall be excluded from school during the period of the suspension, or (2) that an out-of-school suspension is appropriate based on evidence of previous disciplinary issues that have led to suspensions or expulsion of the student and efforts by the administration to address such disciplinary issues through means other than out-of-school suspension or expulsion, including positive support strategies.



## Students

### Suspension and Expulsion/Due Process

#### A. Definitions (continued)

##### 4. Suspension (continued)

A student in grades preschool to two, inclusive, may be given an out-of-school suspension if it is determined by the administration that such suspension is appropriate based on evidence that the student's conduct on school grounds is of a violent or sexual nature that endangers persons. In addition, a person's duty as a mandated reporter to report suspected child abuse or neglect is not limited by this provision.

5. **"Expulsion"** shall be defined as an exclusion from school privileges for any student in grades three to twelve, inclusive, for more than ten (10) consecutive school days and shall be deemed to include but not be limited to, exclusion from the school to which such student was assigned at the time such disciplinary action was taken, provided that assignment to a regular classroom program in a different school in the district shall not constitute a suspension or an expulsion. Such period of exclusion may extend to the school year following the school year in which the exclusion was imposed, up to one calendar year. To be expelled, the student's conduct must be found to be both violative of a Board policy and either seriously disruptive of the educational process or endangering persons or property.

Unless an emergency exists, no student shall be expelled without a formal hearing provided whenever such student is a minor, the notice shall also be given to the parents or guardians of the student at least five business days before such hearing, not including the day of such hearing. If an emergency exists, such hearing shall be held as soon after the expulsion as possible. The notice shall include information concerning the parent's or guardian's and the student's legal rights and concerning legal services provided free of charge or at a reduced rate that are available locally and how to access such services. An attorney or other advocate may represent any student subject to expulsion proceedings. The parent or guardian of the student shall have the right to have the expulsion hearing postponed for up to one week to allow time to obtain representation, except that if an emergency exists, such hearing shall be held as soon after the expulsion as possible.

6. **"Emergency"** shall be defined as a situation under which the continued presence of the student in the school imposes such a danger to persons or property or such a disruption of the educational process that a hearing may be delayed until a time as soon after the exclusion of such student as possible.
7. **"Days"** is defined as days when school is in session.
8. **"School-sponsored activity"** is defined as any activity sponsored, recognized or authorized by the Board of Education and includes activities conducted on or off school property.
9. **"Possess"** means to have physical possession or otherwise to exercise dominion or control over tangible property.



## Students

### Suspension and Expulsion/Due Process

#### A. Definitions (continued)

10. **"Deadly weapon"** means any weapon, whether loaded or unloaded, from which a shot may be discharged, or a switchblade knife, gravity knife, billy, blackjack, bludgeon, or metal knuckles. A weapon such as a pellet gun and/or airsoft pistol may constitute a deadly weapon if such weapon is designed for violence and is capable of inflicting death or serious bodily harm.
11. **"Firearm"** as defined in 18 U.S.C. §921, means 1) any weapon (including a starter gun) which will or is designed to or readily be converted to expel a projectile by the action of an explosive; 2) the frame or receiver of any such weapon; 3) any firearm muffler or firearm silencer; or 4) any destructive device. Firearm does not include any antique firearm. For purposes of this definition "destructive device" means any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, missile having an explosive or incendiary charge of more than ¼ ounce, mine, or device similar to any of the weapons described herein. A "destructive device" does not include an antique firearm; a rifle intended to be used by the owner solely for sporting, recreational, or cultural purposes; or any device which is neither designed nor redesigned for use as a weapon.
12. **"Vehicle"** means a **"motor vehicle"** as defined in Section 14-1 of the Connecticut General Statutes, snow mobile, any aircraft, or any vessel equipped for propulsion by mechanical means or sail.
13. **"Martial arts weapon"** means a nunchakum kama, kasari-fundo, octagon sai, tonfa or chinese star.
14. **"Dangerous Drugs and Narcotics"** is defined as any controlled drug in accordance with Connecticut General Statutes §219-240.
15. **"Alternate education"** means a school or program maintained and operated by the Board of Education that is offered to students in a nontraditional setting and addresses their social, emotional, behavioral and academic needs. Such program must conform to SBE guidelines and conform to C.G.S. 10-15 and 16 (180 days/900 hours).
16. **"Dangerous Instrument"** means any instrument, article, or substance which, under the circumstances in which it is used or attempted or threatened to be used, is capable of causing death or serious physical injury, and includes a "vehicle" or a dog that has been commanded to attack.
17. **"Seriously disruptive of the educational process"** means, as applied to off-campus conduct, any conduct that markedly interrupts or severely impedes the day-to-day operation of a school.



## Students

### Suspension and Expulsion/Due Process (continued)

#### B. Removal from Class

1. All teachers are hereby authorized to remove a student from class when such student causes a serious disruption of the educational process within the classroom.
2. Such teacher shall send the student to a designated area and shall immediately inform the building Principal or his/her designee as to the name of the student and the reason for removal.
3. No student shall be removed from class more than six (6) times in any year nor more than twice in one week, unless such student is referred to the Building Principal or his/her designee and granted an informal hearing in accordance with the provisions of this policy, as stated in G(3).
4. A school principal or other school administrator shall notify a parent or guardian of a student whose behavior has caused a serious disruption to the instruction of other students, caused self-harm or caused physical harm to a teacher, another student or other school employee not later than twenty-four hours after such behavior occurs. Such notice shall include, but not be limited to, informing such parent or guardian that the teacher of record in the classroom in which such behavior occurred may request a behavior intervention meeting.

Any teacher of record in a classroom may request a behavior intervention meeting with the crisis intervention team for the school, for any student whose behavior has caused a serious disruption to the instruction of other students, or caused self-harm or physical harm to such teacher or another student or staff member in such teacher's classroom. The crisis intervention team shall, upon the request of such teacher and notifying such student's parent or guardian, convene a behavior intervention meeting regarding such student. The participants of such behavior intervention meeting shall identify resources and support to address such student's social, emotional and instructional needs. Not later than seven days after the behavior intervention meeting, the crisis intervention team shall submit to the parent or guardian of such student, in the dominant language of such parent or guardian, a written summary of such meeting, including, but not limited to, the resources and supports identified.

#### C. Exclusion from Co-Curricular and Extra-Curricular Activities

Participation in co-curricular and extra-curricular activities is a privilege and not an entitlement. Students involved in such programs are expected to follow all school rules and demonstrate good citizenship. Failure to do so may result in partial or complete exclusion from said activities and programs. Activities include, but are not limited to, athletic programs, musical or drama productions, clubs, field trips, and school trips out-of-state and abroad.



## Students

### Suspension and Expulsion/Due Process

#### **D. Actions Leading to Disciplinary Action, including Removal from Class, Suspension and/or Expulsion**

Conduct which may lead to disciplinary action (including, but not limited to, removal from class, suspension and/or expulsion in accordance with this policy) includes conduct on school grounds or at a school-sponsored activity (including on a school bus), and conduct off school grounds, as set forth above. Such conduct includes, but is not limited to, the following:

1. Striking or assaulting a student, members of the school staff or other persons.
2. Theft.
3. The use of obscene or profane language or gestures, the possession and/or display of obscenity or pornographic images or the unauthorized or inappropriate possession and/or display of images, pictures or photographs depicting nudity.
4. Violation of smoking, dress, transportation regulations, or other regulations and/or policies governing student conduct.
5. Refusal to obey a member of the school staff, law enforcement authorities, or school volunteers, or disruptive classroom behavior.
6. Any act of harassment based on an individual's sex, sexual orientation, race, color, religion, disability, national origin or ancestry.
7. Refusal by a student to identify himself/herself to a staff member when asked, misidentification of oneself to such person(s), lying to school officials or otherwise engaging in dishonest behavior.
8. Inappropriate displays of public affection of a sexual nature and/or sexual activity on school grounds or at a school-sponsored activity.
9. A walk-out from or sit-in within a classroom or school building or school grounds.
10. Blackmailing, threatening or intimidating school staff or students (or acting in a manner that could be construed to constitute blackmail, a threat, or intimidation, regardless of whether intended as a joke).
11. Possession of any weapon, weapon facsimile, deadly weapon, martial arts weapon, electronic defense weapon, pistol, knife, blackjack, bludgeon, box cutter, metal knuckles, pellet gun, air pistol, explosive device, firearm, whether loaded or unloaded, whether functional or not, or any other dangerous object or instrument. The possession and/or use of any object or device that has been converted or modified for use as a weapon.
12. Possession of any ammunition for any weapon described above in paragraph 11.
13. Unauthorized entrance into any school facility or portion of a school facility or aiding or abetting an unauthorized entrance.
14. Possession or ignition of any fireworks, combustible or other explosive materials, or ignition of any material causing a fire. Possession of any materials designed to be used in the ignition of combustible materials, including matches and lighters.



## Students

### Suspension and Expulsion/Due Process

#### D. Actions Leading to Disciplinary Action, including Removal from Class, Suspension and/or Expulsion (continued)

15. Unlawful possession, sale, distribution, use, or consumption of tobacco, electronic nicotine delivery systems (e.g. e-cigarettes), vapor products, drugs, narcotics or alcoholic beverages (or any facsimile of tobacco, drugs, narcotics or alcoholic beverages), including being under the influence of any such substances or aiding in the procurement of any such substances. For the purposes of this Paragraph 15, the term "electronic nicotine delivery system" shall mean an electronic device that may be used to simulate smoking in the delivery of nicotine or other substance to a person inhaling from the device and includes, but is not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or electronic hookah and any related device and any cartridge or other component of such device. For the purposes of Paragraph 15, the term "vapor product" shall mean any product that employs a heating element, power source, electronic circuit or other electronic, chemical or mechanical means, regardless of shape or size, to produce a vapor that may or may not include nicotine that is inhaled by the user of such product. For the purposes of this Paragraph 15, the term "drugs" shall include, but shall not be limited to, any medicinal preparation (prescription and non-prescription) and any controlled substance whose possession, sale, distribution, use or consumption is illegal under state and/or federal law.
16. Sale, distribution, or consumption of substances contained in household items; including, but not limited to glue, paint, accelerants/propellants for aerosol canisters, and/or items such as the aerators for whipped cream; if sold, distributed or consumed for the purpose of inducing a stimulant, depressant, hallucinogenic or mind-altering effect.
17. Unlawful possession of paraphernalia used or designed to be used in the consumption, sale or distribution of drugs, alcohol or tobacco, as described in subparagraph (15) above. For purposes of this policy, drug paraphernalia includes any equipment, products and materials of any kind which are used, intended for use or designed for use in growing, harvesting, manufacturing, producing, preparing, packaging, storing, containing or concealing, or injecting, ingesting, inhaling or otherwise introducing controlled drugs or controlled substances into the human body, including but not limited to items such as "bongs," pipes, "roach clips," vials, tobacco rolling papers, and any object or container used, intended or designed for use in storing, concealing, possessing, distributing or selling controlled drugs or controlled substances.
18. The destruction of real, personal or school property, such as, cutting, defacing or otherwise damaging property in any way.
19. Accumulation of offenses such as school and class tardiness, class or study hall cutting, or failure to attend detention.



## Students

### Suspension and Expulsion/Due Process

#### D. Actions Leading to Disciplinary Action, including Removal from Class, Suspension and/or Expulsion (continued)

20. Trespassing on school grounds while on out-of-school suspension or expulsion.
21. Making false bomb threats or other threats to the safety of students, staff members, and/or other persons.
22. Defiance of school rules and the valid authority of teachers, supervisors, administrators, other staff members and/or law enforcement authorities.
23. Throwing snowballs, rocks, sticks and/or similar objects, except as specifically authorized by school staff.
24. Unauthorized and/or reckless and/or improper operation of a motor vehicle on school grounds or at any school-sponsored activity.
25. Leaving school grounds, school transportation or a school-sponsored activity without authorization.
26. Use of or copying of the academic work of another individual and presenting it as the student's own work, without proper attribution; or any other form of academic dishonesty, cheating or plagiarism.
27. Possession and/or use of a cellular telephone, radio, walkman, CD player, blackberry, personal data assistant, walkie talkie, Smartphone, mobile or handheld device, or similar electronic device, on school grounds or at a school-sponsored activity in violation of Board policy and/or administrative regulations regulating the use of such devices.
28. Possession and/or use of a beeper or paging device on school grounds or at a school-sponsored activity without the written permission of the principal or his/her designee.
29. Unauthorized use of any school computer, computer system, computer software, Internet connection or similar school property or system, or the use of such property or system for inappropriate purposes.
30. Possession and/or use of a laser pointer, unless the student possesses the laser pointer temporarily for an educational purpose while under the direct supervision of a responsible adult.
31. Hazing.



## Students

### Suspension and Expulsion/Due Process

#### D. Actions Leading to Disciplinary Action, including Removal from Class, Suspension and/or Expulsion (continued)

32. Bullying, defined as the repeated use by one or more students of a written, oral or electronic communication, such as cyberbullying directed at another student attending school in the same district, or a physical act or gesture by one or more students repeatedly directed at another student attending school in the same school district, which:
  - a) causes physical or emotional harm to such student or damage to such student's property;
  - b) places such student in reasonable fear of harm to himself or herself, or of damage to his or her property;
  - c) creates a hostile environment at school for such student;
  - d) infringes on the rights of such student at school; or
  - e) substantially disrupts the education process or the orderly operation of a school.

Bullying includes, but is not limited to, repeated written, oral or electronic communications or physical acts or gestures based on any actual or perceived differentiating characteristics, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity or expression, socioeconomic status, academic status, physical appearance, or mental, physical, developmental or sensory disability, or by association with an individual or group who has or is perceived to have one or more of such characteristics.

33. Cyberbullying, defined as any act of bullying through the use of the Internet, interactive and digital technologies, cellular mobile telephone or other mobile electronic devices or any electronic communications.
34. Acting in any manner that creates a health and/or safety hazard for staff members, students, or the public, regardless of whether the conduct is intended as a joke.
35. Engaging in a plan to stage or create a violent situation for the purposes of recording it by electronic means; or recording by electronic means acts of violence for purposes of later publication.
36. Engaging in a plan to stage sexual activity for the purposes of recording it by electronic means; or recording by electronic means sexual acts for purposes of later publication.
37. Using computer systems, including email, instant messaging, text messaging, blogging or the use of social networking websites, or other forms of electronic communications, to engage in any conduct prohibited by this policy.
38. Use of a privately owned electronic or technological device in violation of school rules, including the unauthorized recording (photographic or audio) of another individual without permission of the individual or a school staff member.



## Students

### Suspension and Expulsion/Due Process (continued)

#### E. Scope of the Student Discipline Policy

##### a. Conduct on School Grounds or at a School-Sponsored Activity

Students may be disciplined for conduct on school grounds or at any school-sponsored activity that endangers persons or property, is seriously disruptive of the educational process, or that violates a publicized policy of the Board.

##### b. Conduct off School Grounds

1. Students may be disciplined for conduct off school grounds if such conduct is seriously disruptive of the educational process and violative of a publicized policy of the Board. In making a determination as to whether such conduct is seriously disruptive of the educational process, the Administration and the Board of Education may consider, but such consideration shall not be limited to, the following factors: (1) whether the incident occurred within close proximity of a school; (2) whether other students from the school were involved or whether there was any gang involvement; (3) whether the conduct involved violence, threats of violence, or the unlawful use of a weapon, as defined in section Conn. Gen. Stat. § 29-38, and whether any injuries occurred; and (4) whether the conduct involved the use of alcohol.

In making a determination as to whether such conduct is seriously disruptive of the educational process, the Administration and/or the Board of Education may also consider whether such off-campus conduct involved the illegal use of drugs.

#### F. Mandatory Expulsion

It shall be the policy of the Board to expel a student, grades preschool, and kindergarten to twelve, inclusive, for one full calendar year if:

1. The student, on grounds or at a school-sponsored activity, was in possession of a firearm, as defined in 18 U.S.C. 921\*, as amended from time to time, or deadly weapon, dangerous instrument or martial arts weapon, as defined in C.G.S. 53A-3; or the student, off school grounds, did possess such firearm in violation of C.G.S. 29-35 or did possess and use such a firearm, instrument or weapon in the commission of a crime; or the student, on or off school grounds offered for sale or distribution a controlled substance, as defined in subdivision (9) of C.G.S. 21a-240, whose manufacture, distribution, sale, prescription, dispensing, transporting or possessing with intent to sell or dispense, offering or administering is subject to criminal penalties under C.G.S. 21-277 and 21a-278.
2. Such a student shall be expelled for one calendar year if the Board of Education or impartial hearing officer finds that the student did so possess or so possess and use, as appropriate, such a weapon or firearm, instrument or weapon or did so offer for sale or distribution such a controlled substance.
3. The Board may modify the period of a mandatory expulsion on a case-by-case basis.



## Students

### Suspension and Expulsion/Due Process

#### F. Mandatory Expulsion (continued)

4. A firearm, as defined by C.G.S. 53a-3 includes any sawed-off shotgun, machine gun, rifle, shotgun, pistol, revolver, or other weapon, whether loaded or unloaded from which a shot may be discharged, or a switchblade knife, a gravity knife, billy, black jack, bludgeon or metal knuckles.
5. A student enrolled in a preschool program provided by the Board of Education, state or local charter school or interdistrict magnet school shall not be expelled from such school except that a student shall be expelled for one calendar year from such preschool program pursuant to the mandatory expulsion requirement in compliance with the Gun-Free School Act, as described in this section.

#### G. Suspension Procedure (as modified in Public Act 24-45, Sections 13 and 14)

All suspensions shall be in-school suspensions, except the Board of Education may authorize the administration of schools under its direction to impose an out-of-school suspension on any student in:

1. Grades three to twelve, inclusive, if, resulting from a due process hearing:
  - a. The administration determines that the student being suspended poses such a danger to persons or property or such a disruption of the educational process that the student shall be excluded from school during the period of suspension;
  - b. The administration determines that an out-of-school suspension is appropriate for such student based on evidence of:
    - i. Previous disciplinary problems that have led to suspensions or expulsion of such student, and
    - ii. Efforts by the administration to address such disciplinary problems through means other than out-of-school suspension or expulsion, including positive behavioral support strategies; or for grades preschool to two if during the due process hearing:
2. The administration determines that an out-of-school suspension is appropriate for such student based on evidence that such student's conduct on school grounds is behavior that causes physical harm;
3. Requires that such student receives services that are trauma-informed and developmentally appropriate and align with any behavioral intervention plan, individualized education program, or plan pursuant to Section 504 of the Rehabilitation Act of 1973, as amended from time to time, for such student upon such student's return to school immediately following the out-of-school suspension; and

*\*A firearm; currently defined by 18 U.S.C. 921, is any weapon that can expel a projectile by an explosive action and includes explosive devices, incendiaries, poison gases, and firearm frames, receivers, mufflers or silencers.*



## Students

### Suspension and Expulsion/Due Process

#### G. Suspension Procedure (as modified in Public Act 24-45, Sections 13 and 14 (continued))

4. Considers whether to convene a planning and placement team meeting for the purposes of conducting an evaluation to determine whether such student may require special education or related services.

An out-of-school suspension shall not exceed ten school days for students in grades 3-12.

An out-of-school suspension shall not exceed five school days for children in preschool through 2 grade.

An in-school suspension may be served in the student's school or any school building under the jurisdiction of the local or regional board of education, as determined by such board.

The administration shall also have the authority to suspend a student from transportation services whose conduct while awaiting or receiving transportation violates the standards set forth in paragraph D, above. The administration shall have the authority to immediately suspend from school any student when an emergency exists as that term is defined in paragraph A, above.

If an emergency situation exists, the hearing outlined in paragraph G (3) shall be held as soon as possible after the exclusion of the student.

5. In the case of suspension, the administration shall notify the student's parents and the Superintendent of Schools not later than twenty-four (24) hours of the suspension as to the name of the student who has been suspended and the reason therefore. Any student who is suspended shall be given an opportunity to complete any class work including, but not limited to, examinations which such student missed during the period of his/her suspension.
6. Except in the case of an emergency, as defined in paragraph A, above, a student shall be afforded the opportunity to meet with the administration and to respond to the stated charges prior to the effectuation of any period of suspension or in-school suspension. If, at such a meeting the student denies the stated charges, he/she may at that time present his/her version of the incident(s) upon which the proposed suspension is based. The administration shall then determine whether or not suspension or in-school suspension is warranted. In determining the length of a suspension period, the administration may receive and consider evidence of past disciplinary problems which have led to removal from a classroom, in-school suspension, or expulsion.
7. For any student who is suspended for the first time and who has never been expelled, the school administration may shorten the length of or waive the suspension period if the student successfully completes an administration-specified program and meets any other administration-required conditions. Such program shall be at no expense to the student or his/her parents/guardians.



## Students

### Suspension and Expulsion/Due Process (continued)

#### G. Suspension Procedure (as modified in Public Act 24-45, Sections 13 and 14) (continued)

8. No student shall be suspended more than ten times or a total of fifty (50) days in one school year, whichever results in fewer days of exclusion, unless a hearing as provided in paragraph H(5) is first granted.
9. No student shall be placed on in-school suspension more than fifteen times or a total of fifty (50) days in one school year, whichever results in fewer days of exclusion, unless a hearing as provided in paragraph H(5) is first granted.

#### H. Expulsion Procedures

1. The Board of Education may, upon recommendation of the Superintendent of Schools, expel any student for one or more of the reasons stated in this policy if in the judgment of the Board of Education, such disciplinary action is in the best interest of the school system.
2. Upon receipt of a recommendation for expulsion from the Superintendent of Schools the Board shall, after giving written notice, at least five (5) business days before such hearing, to the student and his parents or guardian, if said student is less than 18 years of age, conduct a hearing prior to taking any action on the expulsion of said student, provided however, that in the event of an emergency as defined in this policy, the student may be expelled prior to the hearing but in such case even a hearing shall be held as soon after the expulsion as possible. The notice shall include information concerning the student's and his/her parent's/guardian's legal rights and concerning legal services that are provided free of charge or at a reduced rate that are available locally (CT Legal Service a source of such services) and how to access such services. An attorney or other advocate may represent any student subject to expulsion proceedings. The parent/guardian of the student has the right to have the expulsion hearing postponed for up to one week to allow time to obtain representation, except that if an emergency exists, such hearing shall be held as soon after the expulsion as possible.
3. Expulsion hearings conducted by the Board will be heard by any three or more Board members. A decision to expel a student must be supported by a majority of the Board members present, provided that no less than three (3) affirmative votes to expel are cast.

Alternatively, the Board may appoint an impartial hearing officer composed of one (1) or more persons to hear and decide the expulsion matter, provided that no member of the Board may serve on such panel.

4. A special education student's handicapping conditions shall be considered before making a decision to expel. A Planning and Placement Team (PPT) meeting must be held to determine whether the behavior or student actions violative of Board of Education standards set forth in policy governing suspension and expulsion are the result of the student's handicapping condition.



## Students

### Suspension and Expulsion/Due Process

#### H. Expulsion Procedures (continued)

5. The procedure for any hearing conducted under this paragraph shall at least include the right to:
  - a. Notice prior to the date of the proposed hearing which shall include a statement of the time, place and nature of the hearing and a statement of the legal jurisdiction under which the hearing is to be held and a statement that students under sixteen years old who are expelled and students between sixteen and eighteen who have been expelled for the first time and who comply with conditions set by the Board of Education, must be offered an alternative educational opportunity;
  - b. A short and plain statement of the matters asserted, if such matters have not already been provided in a statement of reasons requested by the student;
  - c. The opportunity to be heard in the student's own defense;
  - d. The opportunity to present witnesses and evidence in the student's defense;
  - e. The opportunity to cross-examine adverse witnesses;
  - f. The opportunity to be represented by counsel at the parents'/student's own expense; and
  - g. Information concerning legal services provided free of charge or at a reduced rate that are available locally and how to access such services;
  - h. The opportunity to have the services of a translator, to be provided by the Board of Education whenever the student or his/her parent or legal guardian do not speak the English language;
  - i. The prompt notification of the decision of the Board of Education, which decision shall be in writing if adverse to the student concerned.
6. The record of the hearing held in any expulsion case shall include the following:
  - a. All evidence received and considered by the Board of Education;
  - b. Questions and offers of proof, objections and ruling on such objections;
  - c. The decision of the Board of Education rendered after such hearing; and
  - d. A copy of the initial letter of notice of proposed expulsion, a copy of any statement of reasons provided upon request, a statement of the notice of hearing and the official transcript, if any or if not transcribed, any recording or stenographic record of the hearing.



## Students

### Suspension and Expulsion/Due Process

#### H. Expulsion Procedures (continued)

7. Rules of evidence at expulsion hearings shall assure fairness, but shall not be controlled by the formal rules of evidence, and shall include the following:
  - a. Any oral or documentary evidence may be received by the Board of Education but, as a matter of policy, irrelevant, immaterial or unduly repetitious evidence may be excluded. In addition, other evidence of past disciplinary problems which have led to removal from a classroom, in-school suspension, suspension, or expulsion may be received for considering the length of an expulsion and the nature of the alternative educational opportunity, if any, to be offered;
  - b. The Board of Education shall give effect to the rules of privilege by law;
  - c. In order to expedite a hearing, evidence may be received in written form, provided the interest of any party is not substantially prejudiced thereby;
  - d. Documentary evidence may be received in the form of copies or excerpts;
  - e. A party to an expulsion hearing may conduct cross-examination of witnesses where examination is required for a full and accurate disclosure of the facts;
  - f. The Board of Education may take notice of judicially cognizable facts in addition to facts within the Board's specialized knowledge provided, however, the parties shall be notified either before or during the hearing of the material noticed, including any staff memoranda or data, and an opportunity shall be afforded to any party to contest the material so noticed;
  - g. A stenographic record or tape-recording of any oral proceedings before the Board of Education at an expulsion hearing shall be made provided, however, that a transcript of such proceedings shall be furnished upon request of a party with the cost of such transcript to be paid by the requesting party. Findings of fact made by the Board after an expulsion hearing shall be based exclusively upon the evidence adduced at the hearing.
  - h. Decisions shall be in writing if adverse to the student, and shall include findings of fact and conclusions necessary for the decision. Findings of fact made by the Board after an expulsion hearing shall be based exclusively upon the evidence adduced at the hearing.
8. For any student expelled for the first time and who has never been suspended, except for a student who has been expelled based on possession of a firearm or deadly weapon, the Board of Education may shorten the length of or waive the expulsion period if the student successfully completes a Board specified program and meets any other conditions required by the Board. Such a Board specified program shall not require the student or the parent/guardian of such student to pay for participation in the program.



## Students

### Suspension and Expulsion/Due Process (continued)

#### I. Notification

1. All students and parents within the jurisdiction of the Board of Education shall be informed, annually, of Board Policy governing student conduct by the delivery to each said student of a written copy of said Board Policy.
2. The parents or guardian of any minor student either expelled or suspended shall be given notice of such disciplinary action no later than 24 hours of the time of the institution of the period of expulsion or suspension.
3. The notice of an expulsion hearing shall be given at least five (5) business days before such hearing to the student and his/her parents or guardians, if said student is less than 18 years of age shall include information concerning the parent's/guardian's and the student's legal rights and concerning legal services that are provided free of charge or at a reduced rate that are available and how to access such services. The notification shall **reference the maximum number of suspension days before the expulsion days proceed. 5 consecutive days for students in pre-school to second grade, 10 consecutive days for students in grades 3-12**, a statement that an attorney or other advocate may represent any student subject to expulsion proceedings. The parent/guardian of the student shall be notified of the right to have the expulsion hearing postponed for up to one week to allow time to obtain representation, except that if an emergency exists, such hearing shall be held as soon after the expulsion as possible.

#### J. Stipulated Agreements

In lieu of the procedures used in this section, the Administration and the parents (or legal guardians) of a student facing expulsion may choose to enter into a Joint Stipulation of the Facts and a Joint Recommendation to the Board concerning the length and conditions of expulsion. Such Joint Stipulation and Recommendation shall include language indicating that the parents (or legal guardians) understand their right to have an expulsion hearing held pursuant to these procedures, and language indicating that the Board, in its discretion, has the right to accept or reject the Joint Stipulation of Facts and Recommendation.

If the Board rejects either the Joint Stipulation of Facts or the Recommendation, an expulsion hearing shall be held pursuant to the procedures outlined herein. If the Student is eighteen years of age or older, the student shall have the authority to enter into a Joint Stipulation and Recommendation on his or her own behalf.

If the parties agree on the facts, but not on the disciplinary recommendation, the Administration and the parents (or legal guardians) of a student facing expulsion may also choose to enter into a Joint Stipulation of the Facts and submit only the Stipulation of the Facts to the Board in lieu of holding the first part of the hearing, as described above. Such Joint Stipulation shall include language indicating that the parents understand their right to have a hearing to determine whether the student engaged in the alleged misconduct and that the Board, in its discretion, has the right to accept or reject the Joint Stipulation of Facts. If the Board rejects the Joint Stipulation of Facts, a full expulsion hearing shall be held pursuant to the procedures outlined herein.



## Students

### Suspension and Expulsion/Due Process (continued)

#### **K. Students identified as eligible for services under the Individuals with Disabilities Education Act ("IDEA")**

If the Board of Education expels a student who has been identified as eligible for services under the Individuals with Disabilities Education Act ("IDEA"), it shall offer an alternative educational opportunity to such student in accordance with the requirements of IDEA, as it may be amended from time to time.

#### **L. Procedures Governing Suspension and Expulsion of Students Identified as Eligible for Services under the Individuals with Disabilities Education Act ("IDEA")**

##### **A. Suspension of IDEA students**

Notwithstanding the foregoing, if the Administration suspends a student identified as eligible for services under the IDEA (an "IDEA student") who has violated any rule or code of conduct of the school district that applies to all students, the following procedures shall apply:

1. The administration shall make reasonable attempts to immediately notify the parents of the student of the decision to suspend on the date on which the decision to suspend was made, and a copy of the special education procedural safeguards must either be hand-delivered or sent by mail to the parents on the date that the decision to suspend was made.
2. During the period of suspension, the school district is not required to provide any educational services to the IDEA student beyond that which is provided to all students suspended by the school district.

##### **B. Expulsion and Suspensions that Constitute Changes in Placement for IDEA Students**

Notwithstanding any provision to the contrary, if the administration recommends for expulsion an IDEA student who has violated any rule or code of conduct of the school district that applies to all students, the procedures described in this section shall apply. The procedures described in this section shall also apply for students whom the administration has suspended in a manner that is considered under the IDEA, as it may be amended from time to time, to be a change in placement:

1. The parents of the student must be notified of the decision to recommend for expulsion (or to suspend if a change in placement) on the date on which the decision to suspend was made, and a copy of the special education procedural safeguards must either be hand-delivered or sent by mail to the parents on the date that the decision to recommend for expulsion (or to suspend if a change in placement) was made.
2. The school district shall immediately convene the student's planning and placement team ("PPT"), but in no case later than ten (10) school days after the recommendation for expulsion or the suspension that constitutes a change in placement was made.



## Students

### Suspension and Expulsion/Due Process

#### L. Procedures Governing Suspension and Expulsion of Students Identified as Eligible for Services under the Individuals with Disabilities Education Act ("IDEA") (continued)

##### B. Expulsion and Suspensions that Constitute Changes in Placement for IDEA Students (continued)

The student's PPT shall consider the relationship between the student's disability and the behavior that led to the recommendation for expulsion or the suspension which constitutes a change in placement, in order to determine whether the student's behavior was a manifestation of his/her disability.

3. If the student's PPT finds that the behavior was a manifestation of the student's disability, the Administration shall not proceed with the recommendation for expulsion or the suspension that constitutes a change in placement.
4. If the student's PPT finds that the behavior was not a manifestation of the student's disability, the Administration may proceed with the recommended expulsion or suspension that constitutes a change in placement.
5. During any period of expulsion, or suspension of greater than ten (10) days per school year, the Administration shall provide the student with an alternative education program in accordance with the provisions of the IDEA.
6. When determining whether to recommend an expulsion or a suspension that constitutes a change in placement, the building administrator (or his or her designee) should consider the nature of the misconduct and any relevant educational records of the student.

##### C. Transfer of IDEA Students for Certain Offenses:

School personnel may transfer an IDEA student to an appropriate interim alternative educational setting for not more than forty-five (45) school days if the student:

1. Was in possession of a dangerous weapon, as defined in 18 U.S.C. 930(g)(2), as amended from time to time, on school grounds or at a school-sponsored activity, or
2. Knowingly possessed or used illegal drugs or sold or solicited the sale of a controlled substance while at school or at a school-sponsored activity; or
3. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function.



## Students

### Suspension and Expulsion/Due Process

#### L. Procedures Governing Suspension and Expulsion of Students Identified as Eligible for Services under the Individuals with Disabilities Education Act ("IDEA") (continued)

The following definitions shall be used for this subsection XII. C.

1. **Dangerous weapon** means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2.5 inches in length.
2. **Controlled substance** means a drug or other substance identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act, 21 U.S.C. 812(c).
3. **Illegal drug** means a controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or under any other provision of federal law.
4. **Serious bodily injury** means a bodily injury which involves: (A) a substantial risk of death; (B) extreme physical pain; (C) protracted and obvious disfigurement; or (D) protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

#### M. Procedures Governing Expulsions for Students Identified as Eligible under Section 504 of the Rehabilitation Act of 1973 ("Section 504")

A. Except as provided in subsection B below, notwithstanding any provision to the contrary, if the Administration recommends for expulsion a student identified as eligible for educational accommodations under Section 504 who has violated any rule or code of conduct of the school district that applies to all students, the following procedures shall apply:

1. The parents of the student must be notified of the decision to recommend the student for expulsion.
2. The district shall immediately convene the student's Section 504 team ("504 team") for the purpose of reviewing the relationship between the student's disability and the behavior that led to the recommendation for expulsion. The 504 team will determine whether the student's behavior was a manifestation of his/her disability.
3. If the 504 team finds that the behavior was a manifestation of the student's disability, the Administration shall not proceed with the recommended expulsion.
4. If the 504 team finds that the behavior was not a manifestation of the student's disability, the Administration may proceed with the recommended expulsion.



## Students

### Suspension and Expulsion/Due Process

#### **M. Procedures Governing Expulsions for Students Identified as Eligible under Section 504 of the Rehabilitation Act of 1973 ("Section 504") (continued)**

- B. The Board may take disciplinary action for violations pertaining to the use or possession of illegal drugs or alcohol against any student with a disability who currently is engaging in the illegal use of drugs or alcohol to the same extent that such disciplinary action is taken against nondisabled students. Thus, when a student with a disability is recommended for expulsion based solely on the illegal use or possession of drugs or alcohol, the 504 team shall not be required to meet to review the relationship between the student's disability and the behavior that led to the recommendation for expulsion.

#### **N. Procedures Governing Expulsions for Students Committed to a Juvenile Detention Center**

- A. Any student who commits an expellable offense and is subsequently committed to a juvenile detention center, the Connecticut Juvenile Training School or any other residential placement for such offense may be expelled by the Board in accordance with the provisions of this section. The period of expulsion shall run concurrently with the period of commitment to a juvenile detention center, the Connecticut Juvenile Training School or any other residential placement.
- B. If a student who committed an expellable offense seeks to return to a school district after participating in a diversionary program or having been detained in a juvenile detention center, the Connecticut Juvenile Training School or any other residential placement and such student has not been expelled by the board of education for such offense under subdivision (A) of this subsection, the Board shall allow such student to return and may not expel the student for additional time for such offense.

#### **O. Alternative Educational Opportunity**

The Board of Education recognizes its obligation to offer any student under the age of sixteen (16) who is expelled, an alternative educational opportunity which shall be equivalent to alternative education, as defined, by C.G.S. 10-74j with an individualized learning plan, (1) if the Board provides such alternative education, or (2) in accordance with the standards adopted by the State Board of Education (by 8/15/17), which includes the kind of instruction to be provided and the number of hours to be provided, during the period of expulsion.

Any parent or guardian of such student who does not choose to have his or her child enrolled in an alternative educational opportunity shall not be subject to the provision of Section 10-184 of the Connecticut General Statutes. Any expelled student who is between the ages of sixteen (16) and eighteen (18) not previously expelled and who wishes to continue his or her education shall be offered such an alternative educational opportunity if he or she complies with conditions established by the Board of Education. other than the one from which the student has been excluded.



## Students

### Suspension and Expulsion/Due Process

#### O. Alternative Educational Opportunity (continued)

Such alternative educational opportunity may include, but shall not be limited to, the assignment of a student (who is seventeen (17) years of age or older) to any such adult education program or placement of such student in a regular classroom program of a school.

Any student participating in an adult education program during a period of expulsion shall not be required to withdraw from school under C.G.S. 10-184. In determining the nature of the alternative education opportunity to be offered under this Section, the Board of Education may receive and consider evidence of past disciplinary issues which have led to removal from a classroom, suspension, or expulsion.

The Board of Education is not obligated to provide such alternative educational opportunity to any student eighteen years of age or older. The Board of Education is also required to offer such alternative educational opportunity, as defined, to any student between the ages of sixteen and eighteen who is expelled because of conduct which endangers persons, and involved the following, on school grounds or at a school-sponsored event:

1. Possession of a firearm, deadly weapon, dangerous instrument or martial arts weapon, or
2. Offering an illegal drug for sale or distribution.

If the Board expels a student for the sale or distribution of a controlled substance, the Board shall refer the student to an appropriate state or local agency for rehabilitation, intervention or job training, or any combination thereof, and inform the agency of its action. If a student is expelled for possession of a firearm, deadly weapon, dangerous instruments (those that can be used to cause death or serious injury) or martial arts weapons the Board shall report the violation to the local police department.

This provision shall not apply to students requiring special education who are described in subdivision (1) of sub-section (e) of C.G.S. 10-76a. The alternative educational opportunity for any such student shall be established by the IEP team (PPT) in accordance with the procedures described above.

#### P. Other Considerations

1. If a student is expelled, notice of the expulsion and the conduct for which the student was expelled shall be included on the student's cumulative educational record. Such notice, except for the notice of an expulsion of a student in grades nine through twelve, inclusive, based on possession of a firearm or deadly weapon, shall be expunged from the cumulative educational record by the Board if the Board determines that the student's conduct and behavior in the years following such expulsion warrants an expungement or if the student graduates from high school.



## Students

### Suspension and Expulsion/Due Process

#### P. Other Considerations (continued)

2. If a student's expulsion is shortened or the expulsion period waived based upon the fact that the student was expelled for the first time, had never been suspended, and successfully completed a Board specified program and/or met other conditions required by the Board, the notice of expulsion shall be expunged from the cumulative educational record if the student graduates from high school or, if the Board so chooses, at the time the student completes the Board specified program and meets any other conditions required by the Board.
3. If a student in grades preschool to eight, is expelled based on possession of a firearm or deadly weapon, the Board may expunge from the students' cumulative education record the notice of the expulsion and the conduct for which the student was expelled if the Board determines that the conduct and behavior of the student in the years following such expulsion warrants an expungement.
4. The Board may adopt the decision of a student expulsion hearing conducted by another school district provided such Board of Education held a hearing pursuant to C.G.S.10-233d(a). Adoption of such a decision shall be limited to a determination of whether the conduct which was the basis for the expulsion would also warrant expulsion under the policies of this Board. The student shall be excluded from school pending such hearing. The excluded student shall be offered an alternative education opportunity in accordance with item K above.
5. Whenever a student against whom an expulsion hearing is pending withdraws from school and after notification of such hearing but before the hearing is completed and a decision rendered, (1) notice of the pending expulsion hearing shall be included on the student's cumulative educational record and (2) the Board shall complete the expulsion hearing and render a decision.
6. A student expelled for possession of a firearm, deadly weapon, dangerous instrument or martial arts weapon shall have the violation reported to the local police department.
7. The period of expulsion shall not extend beyond a period of one calendar year. A period of exclusion may extend into the next school year.
8. An expelled student may apply for early readmission to school. Such readmission shall be at the discretion of the Board of Education/Superintendent of Schools (choose which). Readmission decisions shall not be subject to appeal to Superior Court. The Board or Superintendent, as appropriate, may condition such readmission on specified criteria.
9. Any student who commits an expellable offense and is subsequently committed to a juvenile detention center, The Connecticut Juvenile Training School or any other residential placement for such offense may be expelled by the local Board of Education. The period of expulsion shall run concurrently with the period of commitment to a juvenile detention center, the Connecticut Juvenile Training School or any other residential placement.



## Students

### Suspension and Expulsion/Due Process (continued)

#### Q. Change of Residence During Expulsion Proceedings (continued)

##### A. Student moving into the school district

1. If a student enrolls in the district while an expulsion hearing is pending in another district, such student shall not be excluded from school pending completion of the expulsion hearing unless an emergency exists, as defined above. The Board shall retain the authority to suspend the student or to conduct its own expulsion hearing.
2. Where a student enrolls in the district during the period of expulsion from another public school district, the Board may adopt the decision of the student expulsion hearing conducted by such other school district. The student shall be excluded from school pending such hearing. The excluded student shall be offered an alternative educational opportunity in accordance with statutory requirements. The Board shall make its determination based upon a hearing held by the Board, which hearing shall be limited to a determination of whether the conduct which was the basis of the previous public school district's expulsion would also warrant expulsion by the Board.

##### B. Student moving out of the school district:

Where a student withdraws from school after having been notified that an expulsion hearing is pending, but before a decision has been rendered by the Board, the notice of the pending expulsion hearing shall be included on the student's cumulative record and the Board shall complete the expulsion hearing and render a decision. If the Board subsequently renders a decision to expel the student, a notice of the expulsion shall be included on the student's cumulative record.

#### R. Compliance with Documentation and Reporting Requirements

- A. The Board of Education shall include on all disciplinary reports the individual student's state-assigned student identifier (SASID).
- B. The Board of Education shall report all suspensions and expulsions to the State Department of Education.
- C. If the Board of Education expels a student for sale or distribution of a controlled substance, the Board shall refer such student to an appropriate state or local agency for rehabilitation, intervention or job training and inform the agency of its action.
- D. If the Board of Education expels a student for possession of a deadly weapon or firearm, as defined in Conn. Gen. Stat. §53a-3, the violation shall be reported to the local police.



## Students

### Suspension and Expulsion/Due Process (continued)

#### Readmission of Student from a Residential Placement

A District student who has committed an expellable offense who seeks to return to a District school, after participating in a diversionary program or having been detained in a juvenile detention center, the Connecticut Juvenile Training School or any other residential placement, for one year or more, in lieu of expulsion from the District, shall be permitted to return to the appropriate school setting within the District. Further, the District shall not expel the student for any additional time for the offense(s).

Students and parents shall be notified of this policy annually.

#### Legal Reference: Connecticut General Statutes

4-176e through 4-180a. Contested Cases. Notice. Record, as amended

10-74j Alternative education (PA 15-133)

10-222d Safe school climate plans. Definitions. Safe school climate assessments.

10-233a through 10-233f Suspension, removal and expulsion of students, as amended by PA 95-304, PA 96-244, PA 98-139, PA 07-66, PA 07-122, PA 08-160, PA 09-82, PA 09-6 (September Special Session), PA 10-111, PA 11-126, PA 14-229, PA 15-96, PA 16-147 and PA 17-220, and PA 19-91.

10-233l Expulsion and suspension of children in preschool programs

19a-342a Use of electronic nicotine delivery system or vapor product prohibited.

29-38 Weapons in vehicles

53a-3 Definitions.

53a-217b Possession of Firearms and Deadly Weapons on School Grounds.

53-344b Sale and delivery of electronic nicotine delivery system or vapor products to minors.

53-206 Carrying of dangerous weapons prohibited.

PA 15-96 An Act Prohibiting Out-of-School Suspensions and Expulsions for Students in Preschool and Grades Kindergarten to Two.

GOALS 2000: Educate America Act, Pub. L. 103-227.

Title III - Amendments to the Individuals with Disabilities Education Act. Sec. 314 (Local Control Over Violence)



## Students

### Suspension and Expulsion/Due Process (continued)

Legal Reference: (continued)

Elementary and Secondary Act of 1965 as amended by the Gun Free Schools Act of 1994

P.L. 105-17 The Individuals with Disabilities Act, Amendments of 1997.

*Kyle P. Packer PPA Jane Packer v. Thomaston Board of Education.*

P.L. 108-446 The Individuals with Disabilities Education Improvement Act of 2004, 20 U.S.C. 1400 et seq.

18 U.S.C. §921 – Definitions of “firearms”

18 U.S.C. §930(g)(2) – Definition of “dangerous weapon”

18 U.S.C. §1365(h)(3) – Identifying “serious bodily injury”

21 U.S.C. §812(c) – Identifying “controlled substances”

Public Act 24-45 An Act Concerning Education Mandate Relief, School Discipline and Disconnected Youth, Sections 13-14

**Public Act 24-93 An Act Concerning Various and Assorted Revisions to the Education Statutes, Section 11 and Section 12**

Policy adopted:

rev 7/19

rev 7/24



### **Provision of an Alternative Educational Opportunity for Eligible Expelled Students**

The following procedures shall be followed, in concert with policy #5114/5131/5144 (*choose which*) by District personnel pertaining to the required provision of an alternative educational opportunity for expelled students eligible for such program.

#### **Options for Alternative Educational Opportunity**

The District shall provide an alternative educational opportunity for eligible expelled students by exercising one of the following two permissible options.

1. Enroll the student in an alternative education program which is compliant with requirements for such programs, including the length of school year and number of hours, with an individualized learning plan IF the district provides such alternative education, (*use of this option requires the alternative education program to comply with C.G.S. 10-74j which requires adherence to C.G.S. 10-15 and 10-6 requiring a minimum of 180 days and 900 hours of actual school work per year*) and the program is appropriate for the student.  
**OR**
2. Provide the student with an alternative educational opportunity in accordance with the State Board of Education (SBOE) adopted standards, including through an alternative education program offered by another school district or operator. (*A standard program for its alternative educational opportunity providing such program meets the other requirements of the Standards, including the individualized learning plan.*)

#### **State Department of Education (SDE) Positions to Consider**

1. In order to properly implement the provision of an alternative educational opportunity to expelled students, whether the District implements option #1 or #2 above, the District must comply with the SBOE adopted (1/3/18) Standards.
2. SDE “expects that, in most cases, school districts will determine that enrollment in an alternative education program...is the appropriate alternative educational opportunity” for an expelled student. Such an alternative education program could be operated by the local district or another provider.
3. There may be “unusual cases” where placement in an alternative education program may not be appropriate or available.
4. The alternative educational opportunity must be “full-time” and “comprehensive,” and such opportunity for learning is comparable to a regular school setting. (*This provides the district that does not provide placement for the expelled student in alternative educational program some flexibility in developing an alternative educational opportunity that provides comparable learning opportunities for the expelled student without dictating a certain number of minimum instructional hours, but, per the Standards, must be “full-time” and “comprehensive.”*)
5. Assignment to homebound instruction will not satisfy the “Guiding Principles” of the Standards.



## **Requirements of Standards for Alternative Educational Opportunities for Students Who Have Been Expelled**

### **Guiding Principles**

Consistent with the *Guidelines for Alternative Education Settings*, these standards are grounded in the conviction that alternative educational opportunities for students who have been expelled should exhibit the following characteristics:

- whole student approach that addresses the personal, social, emotional, intellectual, work skills, safety, and security needs of all students in addition to academic content (including the Connecticut Core Standards);
- full time, comprehensive experience, where the learning is comparable to what the student would experience in a regular school environment;
- instruction that is based on a curriculum aligned to the Connecticut Core Standards unless modified as indicated by goals and objectives of an Individualized Education Program (IEP);
- high expectations that are consistent with LEA goals and Connecticut state standards including the belief that all students are capable and can be successful regardless of their discipline history; and
- research/evidence-based practices with student success in mind including the engagement of parents/guardians and families as well as community partners, as appropriate.

These principles are unlikely to be satisfied by assignment to homebound instruction.

## **Requirements of Standards for Alternative Educational Opportunities for Students Who Have Been Expelled**

The SBOE adopted Standards for Alternative Educational Opportunities require the District to:

1. Provide a full time, comprehensive alternative educational opportunity, with a focus on an opportunity for learning that is comparable to those in a regular school setting.
2. Notify parents/students at the time of expulsion of the right to apply for early readmission, which can be granted at the discretion of the Board of Education or the Superintendent, if the Board delegates this authority to the Superintendent (C.G.S. 10-233(j)). (*The criteria for early readmission should be recorded in the individualized learning plan (ILP)*).
3. Meet with parents/guardians prior to placement to provide information about potential alternative educational opportunities and a placement meeting to finalize such placement. (*Such meeting can take place directly after the expulsion hearing.*)
4. Consult with relevant school personnel knowledgeable about the student's academic, social and behavioral history to help in the determination of an appropriate alternative educational opportunity.



5. Involve the PPT for expelled special education students who are determined to have educational programming and placement during the period of expulsion in accordance with the Individuals with Disabilities Act (IDEA).
6. Develop an Individualized Learning Plan (ILP) to address:
  - Information pertaining to the student's academic and behavioral needs and appropriate academic and behavioral goals and interventions including the core classes and current placement or progress in the curriculum of those classes at the time of expulsion.
  - Benchmarks to measure progress towards the goals and progress towards graduation. *(This will include monitoring attendance, work completion, and progress toward meeting the coursework's academic standards.)*
  - Reviewing the student's progress and communicating that progress to parent/guardian or student. *(What would be done for students generally.)*
  - Transfer of records to/from the alternative educational provider and the school from which the student was expelled.
  - Language pertaining to the possibility of early readmission to the school from which the student was expelled.
7. Monitor progress of student performance and placement. *(This must be done and documented at least once per marking period, review of the student's ILP and make any needed adjustments.)*
8. Adopt procedures to address a student's transition from an alternate educational opportunity to the student's regular school. *(The criterion for readmission is the completion of the expulsion period.)*

**Procedural Steps to be taken by District following the Expulsion of a Student to Provide the Required Alternative Educational Opportunity**

The Superintendent or his/her designee is responsible for the fulfillment of the following:

1. Determine the eligibility of the expelled student for an alternative education opportunity.
  - a. The student is under the age of sixteen (16) and must be offered an alternative educational opportunity.
  - b. The student is between the ages of sixteen (16) and eighteen (18) and has not been previously expelled and wishes to continue his or her education shall be offered such an alternative educational opportunity. *(The District is not obligated to provide an alternative educational opportunity to students in this age bracket who have been previously expelled, even if the prior expulsion occurred before the student was sixteen years of age.)*
  - c. The student is eighteen years of age or older and the Board of Education is not obligated to provide an alternative educational opportunity.



## d. Other considerations:

- i. Any parent/guardian of an expelled student who does not choose to have his or her child enrolled in an alternative educational opportunity shall not be subject to the provision of Section 10-184 of the Connecticut General Statutes regarding school attendance.
  - ii. A student seventeen (17) years of age or older may be assigned to an adult education program and not be required to withdraw from school per C.G.S. 10-184.
  - iii. The student may be placed in a regular classroom program of a school other than the one from which the student has been excluded.
  - iv. A student expelled for the sale or distribution of a controlled substance, shall be referred to an appropriate state or local agency for rehabilitation, intervention or job training, or any combination thereof.
  - v. A student expelled for possession of a firearm, deadly weapon, dangerous instruments (those that can be used to cause death or serious injury) or martial arts weapons shall be reported to the local police department.
  - vi. An expelled special education student's alternative educational opportunity shall be established by the IEP team (PPT).
2. Determine the appropriate option for the alternative educational opportunity option to be offered to the expelled student.
    - a. Enroll the student in an alternative education program operated by the District which is compliant with requirements for such programs, (hours, length of school year and number of hours) with an individualized learning plan IF the district provides such alternative education.
    - b. Provide the student with an alternative educational opportunity in accordance with the SBOE adopted standards, including through an alternative education program offered by another school district or operator. (A standard program for its alternative educational opportunity providing such program meets the other requirements of the Standards, including the individualized learning plan.)
  3. Consult with relevant school personnel knowledgeable about the student to obtain information regarding the student's academic, social and behavioral history that will help inform the decision concerning an appropriate alternative educational opportunity. The input shared by school personnel may be gathered via written reports.
  4. Meet with the student's parent(s)/guardian(s) prior to placement to provide information concerning the potentially appropriate alternative educational opportunities for the student.



5. Hold a placement meeting after parents/guardians have been informed and the appropriate school personnel have shared information regarding the student.
  - a. Explore all alternative educational opportunities at this meeting.
  - b. The placement decision should be made at this meeting.
  - c. Other considerations:
    - i. Parents/students, at the time of expulsion, should be informed of the right to apply for early readmission, which can be granted at the discretion of the Board of Education or Superintendent (*if the BOE delegates this authority to the Superintendent under C.G.S. Section 10-233d(j)*).
    - ii. Any criteria for early readmission to the school from which the student has been expelled should be recorded in the Individualized Learning Plan (ILP).
6. Development of an Individualized Learning Plan (ILP) to inform and direct the student's learning goals and activities for the duration of the expulsion.
  - a. After placement in the alternative education opportunity, an ILP must be developed to govern the student's programming during period of the expulsion.
  - b. Develop the ILP through collaboration among school personnel, the student and the parent/guardian.
  - c. Reference student records with information relevant to the alternative educational opportunity. (*student success plan, Individualized Education Program (IEP) under special education, Section 504 Plan, Individualized Health Plan, and/or other academic and behavioral data.*)
  - d. The student's ILP is to contain:
    - i. The student's academic and behavioral needs and appropriate academic and behavioral goals and interventions;
    - ii. The student's core classes at the time of expulsion;
    - iii. The student's current placement or progress in the curriculum of those classes so that the student has an opportunity to continue to progress in the LEA's academic program and earn graduation credits, if applicable;
    - iv. Benchmarks to measure progress towards the goals and ultimately, progress towards graduation;
    - v. Timing and method for reviewing the student's progress and for communicating that progress to the parent/guardian or student; (*For most students, monitoring and reviewing the student's progress will include monitoring the student's attendance, work completion and progress toward meeting the relevant academic standards for particular coursework, and thus progressing toward graduation, if applicable.*)
      - The progress monitoring of student performance and placement must be done and documented at least once per marking period, including a review of the ILP and the making of any necessary adjustments.



- vi. Such progress to be communicated to the parent/guardian and/or student with the same frequency as similar progress for students in the regular school environment is reported and communicated to parents/guardians or students;
- vii. Provision for the timely transfer of the student's records both from the student's school to the alternative educational opportunity provider, and also from the alternative educational opportunity provider to the student's school; and
- viii. The possibility of early readmission to the school from which the student was expelled and the early readmission criteria.
- ix. A process for transition planning based upon the following considerations:
  - Efforts to readmit students at semester start points at the high school level to facilitate re-entry;
  - A plan to transfer the student's credits and record back to the school from which the student was expelled;
  - The student's needs for academic and other supports upon return to the home school environment; and
  - Efforts to connect returning students with opportunities to participate in extracurricular activities to support student engagement and general health and development.
7. If a determination is made that placement in the current alternative educational opportunity is no longer beneficial to an expelled student but it is also inappropriate to have the student return to the school from which the student was expelled, a plan for different alternative educational opportunities should be developed, following the procedure outlined above.
8. Students who have a student success plan as mandated by state law, such plan may inform the ILP but does not replace the ILP.



## **Procedures for Alternative Educational Opportunities for Expelled Students**

### **Applicability of these Administrative Regulations**

These procedures apply in cases when, pursuant to state law, a District student school is entitled to an alternative educational opportunity during an expulsion.

### **Responsible Personnel**

The building principal or his/her designee of the school from which the student has been expelled, is responsible for compliance with these procedures relative to the student who is being provided with the alternative educational opportunity.

### **Student Placement Procedures**

- A. After a student has been expelled, and unless extraordinary circumstances exist, the building principal, or his/her designee(s), will take the following steps:
  - a. Meet with the expelled student's parent(s)/guardian(s) prior to the student's placement in an alternative educational setting to provide information concerning the potentially appropriate alternative educational opportunities for the student and to inform the parent(s)/guardian(s) and student of the right to apply for early readmission to school in accordance with Conn. Gen. Stat. Section 10-233d(j).
  - b. Consult with relevant school personnel from the school from which the student was expelled, who are knowledgeable about the student, to obtain information regarding the student's academic, social, and behavioral history that will help inform the decision concerning an appropriate alternative educational opportunity. Such information may be gathered by written reports.
  - c. After placement options have been shared with the parent(s)/guardian(s), a placement meeting is to be convened to explore all alternative educational opportunities and a placement decision is made.
- B. The educational programming and placement for expelled students who are eligible to receive special education and related services under the Individuals with Disabilities Education Act ("IDEA") shall be determined by the student's Planning and Placement Team ("PPT"). In such case, the above procedural steps (Section "A" shall not apply.)



## Individualized Learning Plan

### A. Development of the Individualized Learning Plan

After student placement into an alternative educational placement, the principal, or his/her designee, will develop an Individualized Learning Plan ("ILP") that will govern the programming for the student for the period of expulsion. To develop the ILP, the principal, or his/her designee, will collaborate with school personnel from the student's school, the student and the parent/guardian, and all relevant student records will be reviewed.

### B. Contents of the Individualized Learning Plan

- a. The ILP will reference student records with information relevant to the provision of an alternative educational opportunity. These records may include:
  - i. Student success plan (for students who have a student success plan as mandated by state law, the student success plan may inform the ILP but does not replace the ILP);
  - ii. Individualized education program ("IEP");
  - iii. Section 504 Plan;
  - iv. Individualized health care plan or emergency care plan; and/or
  - v. Other relevant academic and behavioral data.
- b. The ILP will address the following:
  - i. The student's academic and behavioral needs and appropriate academic and behavioral goals and interventions, including the student's core classes at the time of expulsion and the student's current placement or progress in the curriculum for those classes so that the student has an opportunity to continue to progress in the Board's academic program and earn graduation credits, if applicable;
  - ii. Benchmarks to measure progress towards the goals and ultimately, progress towards graduation;
  - iii. Provision for the timing and method for reviewing the student's progress in the alternative educational opportunity and for communicating that progress to the parent/guardian or student. For most students, monitoring and reviewing the student's progress will include monitoring the student's attendance, work completion and progress toward meeting the relevant academic standards for particular coursework, and thus progressing toward graduation, if applicable. The student's progress and grades will be communicated to the parents/guardians or student with the same frequency as similar progress for students in the regular school environment is reported and communicated to parents/guardians or students. The student's progress and grades will also be reported to the school from which the student was expelled;



- iv. Provision for the timely transfer of the student's records both from the student's school to the alternative educational opportunity provider, and also from the alternative educational opportunity provider to the student's school; and
- v. The possibility of early readmission to the school from which the student was expelled and the early readmission criteria, if any, established by the Board of Education or Superintendent, as applicable.

### **Review of Student's Placement in Alternative Educational Opportunity and Individualized Learning Plan**

- A. A review of the appropriateness of the placement must occur at least once per marking period.
- B. The placement review must include:
  - a. Review of the ILP to (1) assess progress and make adjustments as necessary and (2) determine its alignment with the goals of the student's IEP, where applicable; and
  - b. Consideration of opportunities for early readmission as set forth in the ILP, as established by the Board of Education or Superintendent, as applicable.

### **Transition Plan for Readmission**

- A. Before a student is readmitted to the school from which the student was expelled, relevant staff should provide an opportunity to meet with the parents/guardians and student to discuss the student's readmission. As part of the readmission process and the student's ILP, the principal, or his/her designee, should consider:
  - a. Efforts to readmit the student at a semester starting point (at the high school level);
  - b. A plan to transfer the student's credits and records back to the school from which the student was expelled:
    - i. The District will award an expelled high school student appropriate high school credit for work satisfactorily completed during the period the student participates in the alternative educational opportunity and will transfer relevant records back to the school from which the student was expelled;
    - ii. The District will provide an expelled student transferring to a new school district a progress summary of all work completed during the course of the student's expulsion, and will indicate the course credit earned by the student for that work.
  - c. The student's need for academic and other supports upon returning to his/her school; and
  - d. Efforts to connect the returning student with opportunities to participate in extracurricular activities.



- B. In the event the principal, or his/her designee, determines that a student's alternative educational opportunity is no longer beneficial to the student, but it remains inappropriate to return the student to the school from which the student was expelled, a plan for a different alternative educational opportunity may be developed in accordance with these procedures.

Legal References: Connecticut General Statutes:  
10-233d Expulsion of students

Federal law:

Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq.*, as amended by the Individuals with Disabilities Education Improvement Act of 2004, Pub. L. 108-446.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a).

Connecticut State Department of Education, *Standards for Educational Opportunities for Students Who Have Been Expelled* (January 3, 2018).



[BOE LETTERHEAD]

(Date)

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED & U.S. MAIL**

(Parent)<sup>1</sup>

(Parent's Address)

(Non-custodial Parent, if applicable)

(Parent's Address)

**Re: Expulsion Hearing Concerning Student Name; d.o.b.**

Dear (Parent/Guardian):

In accordance with the *(name of district)* Board of Education Policy *(policy # & title)*, I am writing to advise you that the *(name of district)* Board of Education (the "Board") will hold a formal hearing concerning your *(child)*, *(Name of Student)* to consider the recommendation of *(name of administrator)* that *(he/she)* be expelled from school. *[In cases where the district uses a hearing officer, add the following: Please be advised that the Board has appointed Attorney [Name], Shipman & Goodwin LLP, to serve as an impartial hearing officer in this matter.]* This hearing is being held pursuant to Section 10-233d and Sections 4-176e to 4-180a, inclusive, and Section 4-181a of the Connecticut General Statutes and the *(name of district)* Board of Education Policy *(policy # & title)*, a copy of which is enclosed. The Board *(OR the hearing officer)* intends to conduct the hearing in executive session, due to the confidential nature of this hearing.

The hearing will address the allegations that your *(child)* violated Board Policy *(cite Student Discipline Policy number and any other specific policy number on date)*, by engaging in the following conduct:

*(The law governing these hearings requires a short, plain statement of the facts to be included within this notice letter, and should be inserted here.)*

*Example: carrying a knife on the school bus on a specified date and brandishing it at other students on the bus).*

*(State whether you considered such conduct to endanger persons or to be seriously disruptive of the educational process).*

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<sup>1</sup> If the student is aged 18 or older, this notice should be sent directly to the student, with copies to the parent(s).



*(If the student has admitted to this conduct, note the admission here).*

The hearing has been scheduled for *(date, time, place)*. (this notice must be given to the students/parents/guardian at least five (5) business days before the hearing.) You and your *(son/daughter)* are asked to attend this hearing. Your *(child)* has the right to be represented by an attorney or other advocate at your expense, has the right to cross-examine administration witnesses, and may present relevant evidence, both documentary and testimonial, concerning the allegations. The hearing will be the parties' sole opportunity to present such evidence. The Board *(OR the hearing officer)* may also question witnesses. An opportunity will also be given for the administration and your *(child)* or his/her representatives to present argument concerning the evidence presented at the hearing. If you need the services of a translator or an interpreter for this hearing, please let me know as soon as possible.

(If a manifest determination must be held prior to the expulsion hearing, add the following language: "Prior to the expulsion hearing, your son's/daughter's PPT team or Section 504 Team will determine if your child's conduct constitutes a manifestation of his/her disability." The expulsion hearing will be cancelled if the PPT or Section 504 Team determines that the conduct was a manifestation of your child's disability, otherwise, the hearings will proceed as scheduled.

You have the right to have the hearing postponed for up to one week to allow time to obtain representation except that if an emergency exists, such hearing shall be held as soon after the expulsion as possible.

The administration may recommend expulsion from school for up to one calendar year. The Board *(OR the hearing officer)* has discretion to adopt any period of expulsion up to one calendar year.

As mentioned above, your *(child)* has a right to be represented, at your own expense, by legal counsel or other advocate at the expulsion hearing, has the right to cross-examine administration witnesses and may present relevant evidence, both documentary and testimonial, concerning the allegations. Obtaining an attorney or other representative is the responsibility of the family. Very low income families may be able to obtain free advice or legal representation through Statewide Legal Services, Inc. ("SLS"). To apply for such assistance, those families should contact SLS immediately at 1-800-453-3320.

In the event your *(child)* is expelled as a result of the scheduled hearing, and your *(child)* is between the ages of sixteen (16) and eighteen (18) and has not been expelled before, the Board shall offer to your *(child)* an alternative educational opportunity if she/he wishes to continue her/his education. Please be aware that the Board is not required to offer an alternate educational opportunity to any student between sixteen (16) and eighteen (18) years of age who have been previously expelled or to students eighteen (18) years of age or older.

If you have any questions, please call my office at *(number)*.

Sincerely,  
*(Name of Superintendent)*  
*(Name of District)* Public Schools

cc: *(Name of District)*, Chairman, *(Name of District)* Board of Education  
*(Name of Special Education director)*  
*(Name of Principal at school that student attends)*  
*(Name of Board of Education Attorney, where applicable)*  
*(Name of Administration's Attorney, where applicable)*



AGREEMENT

NAME OF SUPERINTENDENT, (Superintendent of Schools for NAME OF DISTRICT), NAME OF STUDENT and NAME(S) OF PARENTS (the parents of NAME OF STUDENT) agree as follows with respect to the Superintendent's request that NAME OF STUDENT be expelled from \_\_\_\_\_ School:

1. NAME OF STUDENT (D.O.B. \_\_\_\_\_) is currently enrolled as a \_\_\_\_\_ grade student at \_\_\_\_\_ School.
2. NAME OF STUDENT admits that he/she engaged in the following conduct on or about \_\_\_\_\_, 20\_\_:
3. NAME OF STUDENT's conduct, as described above, violates \_\_\_\_\_ Board of Education Policy \_\_\_\_\_ (Student Discipline). (Cite other policies as appropriate. State whether such conduct is considered to endanger persons or be seriously disruptive of the educational process.) (If the student has admitted to this conduct, note the admissions here.)
4. Students are notified of applicable Board policies regarding prohibited conduct by publication in the student handbook.
5. A manifestation determination was made on \_\_\_\_\_ (date) concerning this conduct and it was determined that the conduct was not a manifestation of the student's disability. (optional for student with disabilities)
6. Subject to the approval of the \_\_\_\_\_ Board of Education (the "Board"), NAME OF STUDENT shall be expelled from school, effective \_\_\_\_\_, 20\_\_ and continuing through \_\_\_\_\_, 20\_\_, under the following conditions:

- a. During the period of expulsion, the Board will provide NAME OF STUDENT with an alternative education program deemed appropriate by the Administration, in accordance with the standards adopted by the State Board of Education. The student and his/her parent(s)/guardian(s) acknowledge that C.G.S. 10-233d provides that the District will provide, during the expulsion period, an alternative education, defined in C.G.S. 10-74j, with an individualized learning plan, if the District provides such alternative education,

OR

In lieu of a statutory alternative educational opportunity, the student and his/her parent(s)/guardian(s) agree that the District will provide said student with an alternative educational opportunity as follows. (Describe the alternative educational opportunity agreed to by the parties.)



b. During the period of expulsion, NAME OF STUDENT will not be permitted to be on school grounds and will not be permitted to attend or participate in any school-sponsored activities, with the sole exception of his participation in the alternative education program.

c. Prior to \_\_\_\_\_, the Superintendent will review NAME OF STUDENT's conduct, as well as his/her attendance and effort level in the alternative educational program, for the purpose of determining, in the Superintendent's sole discretion, whether NAME OF STUDENT should be readmitted to school on or about \_\_\_\_\_.

d. If the Superintendent determines that NAME OF STUDENT should be readmitted to school early in accordance with the preceding section, and if NAME OF STUDENT subsequently commits any offense that would warrant suspension and/or expulsion under the policies of the Board, the Superintendent may reinstate NAME OF STUDENT's expulsion for the remainder of the expulsion period, through \_\_\_\_\_, without the need for any further proceedings before the Board.

***(optional section for expungement if this is the student's first expulsion):***

e. Prior to \_\_\_\_\_, the Superintendent will review NAME OF STUDENT's conduct, attendance, and effort level since the expulsion, in order to determine, in the Superintendent's sole discretion, whether the record of the expulsion hearing should be expunged from the student's educational record as of \_\_\_\_\_.

7. All parties to this Agreement request that this Agreement be presented to the Board for the Board's consideration, in lieu of the submission of any other evidence by the Superintendent and/or NAME OF STUDENT or his/her parents, and they agree that this Agreement is sufficient for the Board to expel NAME OF STUDENT from school.

8. NAME OF STUDENT and HOME OF PARENT(S)/GUARDIAN(S) understand and acknowledge that, pursuant to C.G.S. 10-233d and Board policy, NAME OF STUDENT, is entitled to an expulsion hearing before the \_\_\_\_\_ Board of Education to contest said student's proposed expulsion. The student and his/her parent(s)/guardian(s) understands and acknowledge that at such hearing the student and his/her parent(s)/guardian(s) would have the right to call witnesses, to introduce documentary evidence, to cross examine Administration witnesses and to be represented by an attorney or other advocate at their own expense. Accordingly, NAME OF STUDENT and NAME OF PARENT(S)/GUARDIAN(S) waive said student's right to an expulsion hearing pursuant to (C.G.S. 10-233(d)).



9. The Superintendent, NAME OF STUDENT and NAME OF PARENT understand that this Agreement is subject to the approval of the Board. In the event that the Board does not approve this Agreement, the Superintendent, NAME OF STUDENT and NAME OF PARENT agree that the expulsion hearing concerning NAME OF STUDENT shall be rescheduled to a mutually agreeable date for the purposes of conducting an evidentiary hearing before the Board concerning the Superintendent's expulsion request. NAME OF STUDENT and NAME OF PARENT agree that NAME OF STUDENT will remain out of school until the evidentiary hearing has been completed. NAME OF STUDENT and NAME OF PARENT also agree that the Board's consideration of this proposed Agreement will not disqualify any member of the Board from serving as a Board member in the evidentiary hearing, and they hereby waive any right to make such a claim in any proceeding in any forum.
10. NAME OF STUDENT and NAME OF PARENT enter into this Agreement voluntarily and with a full understanding of the provisions of this Agreement.

\_\_\_\_\_  
NAME OF SUPERINTENDENT  
Superintendent of Schools

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

\_\_\_\_\_  
NAME OF STUDENT  
Student

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

\_\_\_\_\_  
NAME OF MOTHER and/or  
NAME OF FATHER  
Parents of NAME OF STUDENT

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







*Suggested sample regulation.*

## **Students**

### **Suspension and Expulsion/Due Process**

#### **Suspension**

When the Principal or designee has determined that there is cause for suspension of a student, the following procedures shall be observed:

1. The student shall be given a hearing before the Principal or designee, at which time the charges against the student will be stated and the student will be given an opportunity to respond to the charge. This hearing must be granted except when an emergency situation exists, in which case the hearing must be held as soon after the suspension as possible. Nothing in the informal hearing shall be taken to prevent a more formal hearing from being held if the circumstances warrant. **An out-of-school suspension shall not exceed ten days for students in grades 3-12 and not exceed five days for children in pre-school to 2<sup>nd</sup> grade.**
2. The Principal or designee may receive and consider evidence of past disciplinary problems which have led to removal from a classroom, suspension or expulsion of the student.
3. The Principal or designee shall make every possible attempt to reach the parent or guardian of the student stating the charges against the student and the terms and conditions of the suspension.
4. Whether the telephone contact is made or not the Principal or designee shall forward a letter to the parent or guardian at the last known address according to school records (unless a newer address is determined) not later than twenty-four hours of the suspension, and offering the parent or guardian the opportunity for a conference to discuss the suspension.
5. Notice of the suspension shall be transmitted by the Principal to the Superintendent of Schools by the close of the school day following the commencement of the suspension, but no later than twenty-four hours of the commencement of the suspension.
6. Following a conference with the Principal or designee the parent or guardian may request the Superintendent to review the Principal's decision. Such review shall be completed and a written report issued to the student and parent or guardian, and to the Board of Education, within three (3) days of the receipt of such request. In examining the Principal's decision to suspend, the Superintendent shall obtain oral or written statements from the Principal or designee, the student, and the person(s) who witnessed and reported the incident(s) which resulted in the suspension. The Superintendent may call all concerned parties together for a conference, and take whatever other action is needed to determine the true facts of the matter.
7. If a student is eighteen or older, any notice required by Board policy and this regulation shall be given to the student.



## Students

### Suspension and Expulsion/Due Process (continued)

#### Suspension (continued)

8. Textbooks and homework are to be provided each student for the duration of the suspension period and the student shall be allowed to complete any classwork, including examinations, without penalty, which was missed during suspension.
9. The Superintendent shall report any unusually serious cases of student suspension to the Board of Education at the first meeting following such action.
10. Notice of a suspension for conduct endangering persons or property or seriously disruptive of the educational process and a description of the conduct leading to such suspension shall be included on the student's cumulative educational record. Such notice shall be expunged from the cumulative record by the Board if the student graduates from high school, except if such notice of expulsion is based on possession of a firearm or deadly weapon.
11. All suspensions shall be in-school suspensions unless the administration (1) determines that the student, in grades three through twelve, inclusive, being suspended poses such a danger to persons or property or such a disruption of the educational process that the student shall be excluded from school during the period of suspension or (2) that an out-of-school suspension is appropriate based on evidence of previous disciplinary problems that have led to suspensions or expulsion of the student and efforts by the administration to address such disciplinary problems through means other than out-of-school suspension or expulsion, including positive support strategies.  
  
A student in grades preschool through grade two, inclusive, may be given an out-of-school suspension if it is determined by the administration that such suspension is appropriate based on evidence that the student's conduct on school grounds is of a violent or sexual nature that endangers persons.
12. The administration will use the guidelines developed and promulgated by the Commissioner of Education to help determine whether a student should receive an in-school or out-of-school suspension.
13. In-school suspension will be served in the school attended by the student. (or: In-school suspensions will be served by assigning the suspended student to one of the following schools: \_\_\_\_\_.)
14. For any student who is suspended for the first time and who has never been expelled, the school administration may shorten the length of or waive the suspension period if the student successfully completes an administration-specified program and meets any other administration-required conditions. Such program shall be at no expense to the student or his/her parents/guardians.



## Students

### Suspension and Expulsion/Due Process (continued)

#### Suspension (continued)

The foregoing procedure will be followed unless the student has had a total of ten (10) suspensions during the current school year, or has been suspended for a total of fifty (50) days during the current school year. If the student's proposed suspension would exceed either figure the suspension shall not take effect until so ordered by the Board of Education after a formal hearing such as that required for expulsion. If the Principal has reason to believe that the student's conduct endangers persons or property, is seriously disruptive of the educational process or is in violation of a Board policy, expulsion may be recommended.

#### Expulsion

The Board of Education or an impartial hearing officer, as defined in C.G.S. 10-233d, may expel any student in grades three through twelve, inclusive, whose conduct on school grounds or at a school sponsored activity has been found to be both violative of a Board policy and either seriously disruptive of the educational process or endangers persons or property.

In making a determination as to whether conduct is "seriously disruptive of the educational process," the administration, Board of Education or impartial hearing officer may consider, but such consideration shall not be limited to; (1) whether the incident occurred within close proximity of a school; (2) whether other students from the school were involved or whether there was any gang involvement; (3) whether the conduct involved violence, threats of violence or the unlawful use of a weapon as defined in Section 29-38 and whether any injuries occurred, and (4) whether the conduct involved the use of alcohol.

The procedures leading to expulsion are as follows:

1. Requests for expulsion are to be directed to the Board of Education through the Superintendent of Schools.
2. Upon receipt of an expulsion request the Superintendent will conduct an inquiry within two (2) school days.
3. If after the inquiry the Superintendent or designee determines the student should be expelled, the Superintendent shall forward such request to the Board of Education within five days, (for pre-school – grade 2), after receipt of the request to expel.
4. Except in an emergency situation requiring the student's immediate removal, the Board shall conduct a hearing to be governed by the following procedures:
  - A. The student and parent or legal guardian must be given notice at least five business days prior to the date of the hearing.



## Students

### Suspension and Expulsion/Due Process (continued)

#### Expulsion (continued)

- B. The notice shall contain:

The date, time and place of the scheduled hearing.

The details of the grounds for the expulsion, including a narrative of the events leading to the expulsion, the names of any witnesses against the student, copies of any statements or affidavits of those witnesses, a detailed summary of any other information to be used in support of expulsion, including any record of past offenses or misbehavior, and whether any prior warnings or suspensions have been given, and the proposed penalty.

A statement of the student's, parent's/guardian's rights.

A statement that the Board is not required to offer an alternative educational opportunity to any student between 16 and 18 who was previously expelled. A student between the ages of 16 and 18 who is expelled for the first time and who complies with conditions set by the Board will be offered an alternative educational opportunity that is equivalent to "Alternative Education" as defined in Section 10-74, with an individualized learning plan.

- C. At the hearing the student shall have the right to testify and produce witnesses and other evidence in his/her defense and shall have the right to demand that any witnesses against him/her appear in person to answer questions.

In exceptional circumstances the Board or the impartial hearing panel may refuse to allow a witness against the accused student to appear, when the Board or panel believes that fear on the part of the witness would prevent the giving of accurate testimony. In such cases a verbatim statement of the witness's testimony must be given to the student.

A witness's unsubstantiated desire to remain anonymous is not such an exceptional circumstance as to justify dispensing with confrontation and questioning by the student.

- D. A student may be represented by any third party of his/her choice, including an attorney. The parent/guardian of the student have the right to have the expulsion hearing postponed for up to one week to allow time to obtain representation, except that if an emergency exists, such hearing shall be held as soon after the expulsion as possible.

- E. A student is entitled to the services of a translator, to be provided by the Board of Education, whenever the student or his/her parent or legal guardian do not speak the English language.



## Students

### Suspension and Expulsion/Due Process (continued)

#### Expulsion (continued)

- F. The Board or impartial hearing officer shall keep verbatim record of the hearing and the student or his/her parent or legal guardian shall be entitled to a copy of that record at his/her own expense.
  - G. The Board or impartial hearing officer shall report its final decision in writing to the student, stating the reasons on which the decision is based, and the penalty to be imposed. Said decision shall be based on evidence produced and derived at the hearing.
  - H. Except under unusual circumstances the parent or a minor student shall be notified of the Board action within twenty-four hours.
  - I. Whenever an emergency exists, the hearing provided for the above procedure shall be held as soon as possible after the expulsion.
5. Whenever the Board of Education or impartial hearing officer expels a student it shall offer an alternative education opportunity to students under the age of sixteen which shall be (1) alternative education\* as defined by C.G.S. 10-74j with an individualized learning plan if the Board provides such alternative education or in accordance with State Board of Education standards indicating the kind of instruction and number of hours to be provided by a student enrolled in an alternative educational opportunity. The parent or guardian of such student has the legal right to reject such a program without being subject to the truancy law. The Board of Education shall make provisions for an alternative educational opportunity to expelled students between the ages of sixteen and eighteen, conditional upon the desire of the student to continue his/her education and compliance with conditions established by the Board. A student age 17 or older may be placed in an adult education program as an alternative educational opportunity. Any student participating in an adult education program during a period of expulsion shall not be required to withdraw from school under C.G.S. 10-184. Any special education student expelled for a misconduct not caused by the student's disability must be offered an alternative educational opportunity consistent with the student's needs during the period of expulsion.
6. If the Board expels a student for the sale or distribution of a controlled substance, the Board shall refer the student to an appropriate state or local agency for rehabilitation, intervention or job training, or any combination thereof, and shall inform the agency of its action.

*\*Alternative education is a school or program maintained and operated by a school board that is offered to students in a non-traditional setting and addresses their social, emotional, and behavioral and academic needs. (C.G.S. 10-74j)*



## Students

### Suspension and Expulsion/Due Process (continued)

#### Expulsion (continued)

7. Notice of the expulsion and the conduct for which the student was expelled shall be included on the student's cumulative educational record. Such notice, except for the notices of an expulsion of a student in grades nine through 12, inclusive, based on possession of a firearm or deadly weapon, shall be expunged from the cumulative educational record by the Board if the Board determines that the student's conduct or behavior in the years following such expulsion warrant an expungement or if the student graduates from high school.
8. If a student in grades kindergarten to eight, is expelled based on possession of a firearm or deadly weapon, the Board may expunge from the students' cumulative education record the notice of the expulsion and the conduct for which the student was expelled if the Board determines that the conduct and behavior of the student in the years following such expulsion warrants an expungement.
9. The Board may adopt the decision of a student expulsion hearing conducted by another school district provided such Board of Education held a hearing pursuant to C.G.S. 10-233d(a). Adoption of such a decision shall be limited to a determination of whether the conduct which was the basis for the expulsion would also warrant expulsion under the policies of this Board. The student shall be excluded from school pending such hearing. The excluded student shall be offered an alternative education opportunity in accordance with the provisions of 5 and 6 above.
10. Whenever a student against whom an expulsion hearing is pending withdraws from school and after notification of such hearing but before the hearing is completed and a decision rendered, (1) notice of the pending expulsion hearing shall be included on the student's cumulative educational record and (2) the Board shall complete the expulsion hearing and render a decision.
11. The Superintendent shall recommend an expulsion hearing if there is reason to believe a student possessed a firearm or other dangerous instrument in or on real property, comprising any public school or at any school activity as defined in C.G.S. 10-233a or in conduct displayed off school grounds.
12. If a student enrolled in grades preschool through grade twelve, inclusive, is found to have possessed a firearm, dangerous instrument, dangerous weapon or martial arts weapon in or on the real property or a school or at any school function as defined in Section 10-233a, or on or off school property offered for sale or distribution a dangerous drug, he or she must be expelled for one calendar year. The expulsion period may be modified on a case by case basis by the Board of Education or hearing officer.
13. A student expelled for possession of a firearm, deadly weapon, dangerous instrument or martial arts weapon shall have the violation reported to the local police department or State Police if the student is enrolled in a regional vocational-technical school.



## Students

### Suspension and Expulsion/Due Process (continued)

#### Expulsion (continued)

14. The Board will report annually to the Commission of Education, as prescribed, information pertaining to expulsions for weapons and/or dangerous instruments.
15. An expelled student may apply for early readmission to school. Such readmission shall be at the discretion of the Board of Education (*alternative language - "at the discretion of the Superintendent of Schools"*) Readmission decisions shall not be subject to appeal to Superior Court. The Board or Superintendent, as appropriate, may condition such readmission on specified criteria.
16. For any student expelled for the first time and who has never been suspended, the Board of Education may shorten the length of or waive the expulsion period if the student successfully completes a Board specified program and meets any other conditions required by the Board. Such a Board specified program shall not require the student or the parent/guardian of such student to pay for participation in the program.
17. If a student's expulsion is shortened or the expulsion period waived based upon the fact that the student was expelled for the first time, had never been suspended, and successfully completed a Board specified program and/or met other conditions required by the Board, the notice of expulsion shall be expunged from the cumulative educational record if the student graduates from high school or, if the Board so chooses, at the time the student completes the Board specified program and meets any other conditions required by the Board.
18. The record of a student, grades 9 to 12 inclusive, expelled for possession of a firearm or deadly weapon, shall not be expunged.
19. The Board may expunge an expulsion in the years following the expulsion if the student has demonstrated conduct warranting an expungement.
20. A student in grades K-8 inclusive, shall have any expulsion, including for possession of a firearm or deadly weapon expunged from the record upon graduation.

#### Prior Notice

The Superintendent shall provide for an effective means of informing all students and their parents or guardians of the Board's policy and this regulation at the beginning of each school year, or when the student enrolls or transfers during the school year.



## Students

### Suspension and Expulsion/Due Process

Legal Reference: Connecticut General Statutes  
 4-176e through 4-185 Uniform Administrative Procedure Act, as amended.  
 10-74j Alternative education (PA 15-133)  
 10-233a through 10-233f Suspension, removal and expulsion of students, as amended by PA 95-304, PA 96-244, PA 98-139, PA 07-66, PA 07-122, PA 08-160, PA 09-82, PA 09-6 (September Special Session), PA 10-111, PA 11-126, PA 14-229, PA 15-96n, PA 16-147, PA 17-220 and PA 19-91.  
 53a-3 Firearm and deadly weapons  
 53a - 217b Possession of firearm and deadly weapons on school grounds.  
 PA 94-221 An Act Concerning School Discipline and Security.  
 PA 15-96 An Act Concerning Out-of-School Suspensions and Expulsions for Students in Preschool and Grades Kindergarten to Two  
 GOALS 2000: Educate America Act Pub. L. 103-227.  
 18 U.S.C. 921 Definitions.  
 Title III - Amendments to the Individuals with Disabilities Education Act Sec. 314 (Local Control Over Violence)  
 Elementary and Secondary, Education Act of 1965 as amended by the Gun Free Schools Act of 1994.  
*Kyle P. Packer PPA Jane Packer v. Thomaston Board of Education.*  
**Public Act 24-45 An Act Concerning Education Mandate Relief, School Discipline and Disconnected Youth, (Sections 13-14)**

Regulation approved:

rev 7/19

rev 7/24



## EXPULSION HEARING CHECK LIST

Student Name \_\_\_\_\_ Parent/Guardian Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 School \_\_\_\_\_ Id # \_\_\_\_\_ Grade \_\_\_\_\_ Parent Work Phone \_\_\_\_\_

- \_\_\_\_\_ 1) Obtain Student Discipline Incident Report and other relevant documentation
- \_\_\_\_\_ 2) Is the student a Special Education student? Was he/she ever in Special Education?
- \_\_\_\_\_ 3) Set up the file
- \_\_\_\_\_ 4) Call Hearing Officer or BOE Members to set a hearing date \_\_\_\_\_
- \_\_\_\_\_ 5) Get an attorney to represent the BOE (if BOE members conducting hearing) \_\_\_\_\_
- \_\_\_\_\_ 6) Get 4 Board members to participate in hearing (if not Hearing Officer) \_\_\_\_\_
- \_\_\_\_\_ 7) Get an attorney to represent Central Office Administration \_\_\_\_\_
- \_\_\_\_\_ 8) Notify the Town Clerk in writing and then e-mail notice to all Board of Education members, Superintendent, and two Assistant Superintendents
- \_\_\_\_\_ 9) Line up witnesses (i.e. principal/assistant principal, security officer, police officer).
- \_\_\_\_\_ 10) Hand deliver & send via regular mail initial letter to parent/guardian at least five business days before the scheduled expulsion proceedings, (& copy to student) which includes copies of Board of Education Suspension/Expulsion Policy & Regulations and the student's disciplinary record. Deliver or mail copies of letter and all documentation to both attorneys.
- \_\_\_\_\_ 11) Prepare Proof of hand-delivery & mailing of documents to parent/guardian and have courier sign.
- \_\_\_\_\_ 12) Prepare Superintendent's recommendation
- \_\_\_\_\_ 13) Prepare sets of copies (five (5) if hearing officer / nine (9) if BOE members)

|                                          |                                |
|------------------------------------------|--------------------------------|
| a) BOE Policy & Regulations              | g) Student academic record     |
| b) Student Handbook                      | h) Student attendance record   |
| c) Letter/attachments to parent/guardian | i) Posted Meeting Notice       |
| d) Proof of Delivery receipt             | j) Arrest report if applicable |
| e) Incident Report                       | Other: _____                   |
| f) Student disciplinary record           |                                |

- \_\_\_\_\_ 14) Arrange for any evidence (weapon, etc.) to be brought to hearing and/or make copies of photo(s).
- \_\_\_\_\_ 15) Manifestation Letter (PPT) (if applicable)
- \_\_\_\_\_ 16) Prepare DRAFT of Minutes for hearing officer or Board Secretary
- \_\_\_\_\_ 17) Set up room (tape recorder, pads/pencils, coffee, etc.)
- \_\_\_\_\_ 18) Keep small conference room free for breakout meetings

**AFTER HEARING:**

- \_\_\_\_\_ 19) Obtain hearing minutes from Hearing Officer OR finalize Board Secretary's minutes
- \_\_\_\_\_ 20) Prepare outcome letter from Superintendent to parent/guardian outlining disposition
- \_\_\_\_\_ 21) If Board presided, prepare outcome letter from Board Chair to parent/guardian. If Hearing Officer presided, obtain copy of Hearing Officer's outcome letter to parent/guardian for file.
- \_\_\_\_\_ 22) If tutoring and/or counseling to be provided, prepare memo to Asst. Superintendent for Curriculum/Instruction requesting services to be arranged for student.



## **Expulsion Hearings - Order of Copies**

**If presided over by Hearing Officer make five (5) sets**

**If presided over by Board Members nine (9) sets**

### **PHASE I**

Initial letter to Parent(s), Proof of delivery of initial letter to Parent(s), and Posted Meeting Notice (stapled together in this order)

Policy and Regulations (Policy/Regs #5114)

Student Handbook (one original and 5 or 9 copies depending on who is presiding)

Incident Report (redacted)

Statements (redacted)

Photo of weapon/instrument (and actual weapon/instrument) (if applicable)

### **PHASE II**

Discipline Records (current year first followed by previous years)

Attendance Records (current year first followed by previous years)

Transcript (Report Card) (current year first followed by previous years)



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made by and between the Sterling Board of Education (the “Board”), and Kristen Lanzillo (hereinafter referred to as the “Director of Special Services/School Psychologist”).

WHEREAS, the Board and the Director of Special Services/Psychologist are parties to an agreement.

NOW, THEREFORE, the parties agree as follows:

- A. This Agreement shall become effective upon execution and shall remain in effect through June 30, 2027 or until terminated under the provisions of Article VI, whichever occurs earlier. The parties agree that, unless this Agreement is terminated earlier in accordance with its terms, the Director of Special Services/School Psychologist will be reassigned to the School Psychologist role as of June 30, 2027 and this Agreement shall expire.

BY: \_\_\_\_\_  
Kristen Lanzillo, Director of Special Services/ School Psychologist

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Theodore Friend, Sterling Superintendent of Schools

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Courtney Langlois, Sterling Board of Education Chair

DATE: \_\_\_\_\_