

**NEW MILFORD BOARD OF EDUCATION**  
**New Milford Public Schools**  
**50 East Street**  
**New Milford, Connecticut 06776**

**BOARD OF EDUCATION**  
**SPECIAL MEETING NOTICE**

<b>DATE:</b>	<b>August 10, 2021</b>
<b>TIME:</b>	<b>7:00 P.M.</b>
<b>PLACE:</b>	<b>Sarah Noble Intermediate School Library Media Center</b>

RECEIVED  
TOWN CLERK  
2021 AUG - 9 A 10:40

NEW MILFORD, CT

**AGENDA**

**New Milford Public Schools Mission Statement**

The mission of the New Milford Public Schools, a collaborative partnership of students, educators, family, and community, is to prepare each and every student to compete and excel in an ever-changing world, embrace challenges with vigor, respect and appreciate the worth of every human being, and contribute to society by providing effective instruction and dynamic curriculum, offering a wide range of valuable experiences, and inspiring students to pursue their dreams and aspirations.

**1. CALL TO ORDER**

A. Pledge of Allegiance

**2. PUBLIC COMMENT**

An individual may address the Board concerning any item on the agenda for the meeting subject to the following provisions:

- A. A three-minute time limit may be allocated to each speaker with a maximum of twenty minutes being set aside per meeting. The Board may, by a majority vote, cancel or adjust these time limits.
- B. If a member of the public comments about the performance of an employee or a Board member, whether positive, negative, or neutral, and whether named or not, the Board shall not respond to such comments unless the topic is an explicit item on the agenda and the employee or the Board member has been provided with the requisite notice and due process required by law. Similarly, in accordance with federal law pertaining to student confidentiality, the Board shall not respond to or otherwise discuss any comments that might be made pertaining to students.

**3. SUPERINTENDENT'S REPORT**

**4. BOARD CHAIRMAN'S REPORT**

**5. DISCUSSION AND POSSIBLE ACTION**

A. Discussion of the following:

- 1. Pending litigation and related strategy pertaining to a claim filed with the CHRO by a former employee of the Board alleging discriminatory and retaliatory conduct;
  - 2. A personnel issue pertaining to the terms of employment, including duties, performance and compensation, of a Central Office staff member;
  - 3. A proposal from the Connecticut Institute for Communities and the Board legal counsel's written opinion and/or drafts of proposed contracts pertaining to same; and
  - 4. Reports and statements of status and/or strategy pertaining to collective bargaining.
- Executive session is anticipated. The Board may take action when it returns to public session.

B. Policy for Approval

- 1. 1324 Fundraising by Students

C. Policies for Second Review

- 1. 1325 Advertising and Promotion
- 2. 3240 Tuition Fees
- 3. 3260 Sales & Disposal of Books, Equipment & Supplies

D. Review and Approval of Curricula

1. Health Grade 6
2. Health Grade 7
3. Health Grade 8
4. Developmental Guidance Grade 3
5. Developmental Guidance Grade 4
6. Developmental Guidance Grade 5
7. AP Computer Science
8. Intro to Programming
9. Personal Finance I
10. Accounting II
11. Plant Science I
12. Plant Science II
13. AP World History
14. Forensic Psychology
15. History Through Film
16. Literature and Media Studies
17. Algebra I CP
18. Algebra I Honors
19. Advanced Chorus
20. Chorus 9-12

E. Communications Associate

F. SNIS Oil Tank

6. **ITEMS FOR INFORMATION AND DISCUSSION**

A. Regulations for Review:

1. 1325 Advertising and Promotion
2. 4118.113/4218.113 Title IX Sexual Harassment
3. 5145.7 Procedures for Reports and Complaints of Sexual Harassment of Students

B. Boys' Volleyball Proposal

C. ESSER III Grant

D. ESG/NV5 Solar Update

7. **ADJOURN**

## FOR APPROVAL

*COMMENTARY: The suggested changes below are for clarity and also to better align this policy with recommended changes to the Board's general policy on school fundraisers – 3281 – as well as the Board's gifts policy. The Board has discretion to regulate fundraisers as it sees fit.*

1324(a)

### Community Relations

#### ~~Fund-Raising~~ Fundraising by Students

While the Board of Education is committed to securing and allocating sufficient resources to ensure that all New Milford Public School students receive appropriate school programming, the Board recognizes that fundraising allows students, teachers and organizations to procure supplemental funding for specific projects and programs that may greatly enhance the educational experiences of New Milford Public School students. Accordingly, the Board of Education permits and will accept funds raised by students so long as the rules and procedures set forth in this policy and its accompanying administrative regulations are strictly adhered to.

~~Fund-raising shall be authorized under conditions that do not conflict with instructional programs. Fund-raising refers to the raising of non-appropriated funds for the educational benefit of students and their school funds.~~

~~Fund-raising~~ Fundraising activities shall be permitted by students attending middle and high school, provided such activities are approved in writing and carefully monitored and regulated by the school Principal or a designee. Elementary schools may not conduct any sales campaign, project, or other process which requires, encourages, or otherwise promotes the utilization of students in door-to-door solicitation.

Each Principal shall develop and maintain a list of all approved ~~fund-raising~~ fundraising activities operating within his or her school and report all activities to the Superintendent pursuant to procedures issued by the Superintendent.

The Superintendent will furnish the Board of Education with an up-to-date listing of all ~~fund-raising~~ fundraising activities being conducted in the schools during the Superintendent's Report portion of all regularly scheduled Board meetings.

#### ~~Fund-Raising~~ Fundraising In and For The Schools

It is the responsibility of the Board to control ~~fund-raising~~ fundraising activities which involve the students in the New Milford school system.

## Community Relations

### ~~Fund-Raising~~ Fundraising by Students

Any school-based organizations, including parent/teacher groups and organizations, wishing to engage in a ~~fund-raising~~ fundraising activity, must have prior approval from the applicable school Principal: principal or designated Central Office administrator.

The following guidelines shall apply when a school Principal considers a fund-raising activity for approval:

- ~~The gift or donation for which the fund-raiser is held shall be of sufficient benefit to the school and/or students to justify the fund-raising activity.~~
- ~~The anticipated gift or donation shall not supplant an item which had been part of the normal operational budget within the previous two fiscal years, nor the Board's responsibility for educational funding.~~
- ~~The mechanics and procedures of fund-raising shall not be an unacceptable burden to school staff members nor subject the school to any significant risks or responsibilities in handling funds.~~
- ~~Fund-raisers which involve students through their class, school club or group shall be supervised by a staff member who, along with the school Principal, accepts the responsibility for the mechanics and procedures of the fund-raiser.~~
- ~~The number of fund-raising activities per school year shall not be excessive, and shall be appropriate to the school environment.~~
- ~~Requests for fund-raising activities shall be directed to the office of the school Principal on the appropriate form (1324) for approval. The school Principal shall maintain a copy of all request forms and forward a copy of approved request forms to the Office of the Superintendent.~~
- ~~Students in grades K-5 shall not be asked to solicit outside of their home.~~
  1. The proposed fundraising campaign has a purpose that is consistent with the mission and goals of the New Milford Public Schools and will not be inappropriate or harmful to the best interests of students;
  2. The proposed fundraising campaign meets the requirements set forth in this policy and its accompanying administrative regulations;

## Community Relations

### ~~Fund-Raising~~ Fundraising by Students

3. The proposed fundraising campaign's request narrative and/or supporting advertisements explicitly state that donated monies and items shall become the property of the New Milford Board of Education;
4. The proposed fundraising campaign will not imply endorsement of any business or product;
5. The money or items/supplies to be collected pursuant to the proposed fundraising campaign will be used in a manner consistent with District-approved curriculum;
6. The money or items/supplies to be collected pursuant to the proposed fundraising campaign will not result in undesirable or hidden costs to the District;
7. The money or items/supplies to be collected pursuant to the proposed fundraising campaign will not restrict future District action;
8. Where fundraising proceeds are in the form of monetary funds, such funds must be sent to the Superintendent or the Director of Finance, either of whom shall ensure that appropriate accounting procedures are utilized and that such funds are held until such time as they are spent for their stated purpose;
9. Where the proposed fundraising campaign seeks items or supplies the proposal appropriately establishes that the requested items or supplies:
  - a. Can be safely utilized by District students and staff;
  - b. Will be fully compatible with existing equipment, programs and/or materials;
  - c. Will not require the District to dedicate significant amounts of money or time for installation or maintenance; and
  - d. May be appropriately incorporated into District-approved curriculum;
10. Where the proposed fundraising campaign seeks technology related items the proposal appropriately establishes that the District's Director of Information Technology has confirmed that the requested technology is appropriately compatible with the District's technology infrastructure;

## Community Relations

### ~~Fund-Raising~~ Fundraising by Students

11. The proposed fundraising campaign has a specific, pre-determined beginning and ending date;
12. The gift or donation for which the fund-raiser is held shall be of sufficient benefit to the school and/or students to justify the fund-raising activity;
13. The mechanics and procedures of the fundraising activity shall not pose an unacceptable burden to school staff members nor subject the school to any significant risks or responsibilities in handling funds;
14. Fund-raisers which involve students through their class, school club or group shall be supervised by a staff member who, along with the school Principal, accepts the responsibility for the mechanics and procedures of the fund-raiser;
15. The number of fund-raising activities per school year shall not be excessive, and shall be appropriate to the school environment;
16. Students in grades K-5 shall not be asked to solicit funds or sell merchandise outside of their home;
17. The proposed fundraising campaign will not be in conflict with state or federal law or Board of Education policy.

(cf. 3280 – Gifts to the School)

(cf. 3281 – School Fundraisers)

Policy adopted: May 7, 2001  
Policy revised: June 9, 2009  
Policy reviewed: October 15, 2013  
Policy reviewed: June 4, 2019

NEW MILFORD PUBLIC SCHOOLS  
New Milford, Connecticut

**NEW MILFORD PUBLIC SCHOOLS**  
New Milford, Connecticut 06776  
REVISED 7/24/03  
**FUNDRAISING ACTIVITY FOLLOW-UP FORM #1**  
**REF. BOE POLICIES 1324 & 3281**

**REQUESTER:** \_\_\_\_\_ **JOB TITLE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**SCHOOL:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**ACTIVITY ADVISOR:** \_\_\_\_\_

**FUNDRAISING ACTIVITY: (PLEASE CHECK ONE)**

**GIFT/DONATION:** \_\_\_\_\_ **SOLICITATION:** \_\_\_\_\_

**SALE OF GOODS:** \_\_\_\_\_ **SALE OF SERVICES:** \_\_\_\_\_

**NOTE\* RAFFLES OR GAMES OF CHANCE ARE NOT PERMITTED**

**DETAILS OF PROPOSED FUNDRAISING ACTIVITY:**

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**PURPOSE OF FUNDRAISER – DETAIL INTENDED USE(S) OF FUNDS:**

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**PROPOSED START AND END DATE OF FUNDRAISER:** \_\_\_\_\_

~~**DOLLAR VALUE OF INDIVIDUAL GIFT OR DONATION**~~ **FUNDRAISING TARGETS** \$ \_\_\_\_\_

**IF FUNDRAISER INVOLVES THE SALE OF GOODS OR SERVICES, INDICATE RE-SALE OR RANGE OF RE-SALE PRICES \$** \_\_\_\_\_

***NOTE\* THE MAXIMUM ALLOWABLE RE-SALE PRICE IS \$20.00 PER UNIT.***

**ESTIMATED TOTAL GROSS REVENUE FROM FUNDRAISER \$** \_\_\_\_\_

**SIGNATURE ACTIVITY ADVISOR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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**BUILDING PRINCIPAL AUTHORIZATION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BUSINESS OFFICE AUTHORIZATION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SUPERINTENDENT AUTHORIZATION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**FUNDRAISER ID# (ASSIGNED BY BUSINESS OFFICE)** \_\_\_\_\_



**NEW MILFORD PUBLIC SCHOOLS**  
New Milford, Connecticut 06776  
REVISED 4/7/04  
**FUNDRAISING ACTIVITY FOLLOW-UP FORM #2**  
**REF. BOE POLICIES 1324 & 3281**

NAME OR DESCRIPTION OF ACTIVITY \_\_\_\_\_

FUNDRAISER ID # ASSIGNED BY C/O FROM ACTIVITY APPROVAL FORM #1 \_\_\_\_\_

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

ORGANIZATION: \_\_\_\_\_

ACTIVITY ADVISOR: \_\_\_\_\_

HAS THE AUTHORIZED FUNDRAISING EVENT TAKEN PLACE: YES \_\_\_\_\_, NO \_\_\_\_\_

DID THE EVENT TAKE PLACE ON THE PROPOSED DATE: YES \_\_\_\_\_, NO \_\_\_\_\_

IF NO, ON WHAT DATE DID IT OCCUR: \_\_\_\_\_

A) ACTUAL GROSS RECEIPTS FROM EVENT: \$ \_\_\_\_\_

*NOTE\* THIS VALUE MUST EQUAL THE TOTAL OF DEPOSITS TO THE RELEVANT ACTIVITY ACCOUNT (PLEASE INDICATE FUNDRAISER ID# ON DEPOSIT VOUCHERS)*

EXPENSES (If Any) INCURRED TO RUN EVENT:

*NOTE\* ANY & ALL EXPENSES RELATED TO THE FUNDRAISER MUST BE PAID DIRECTLY FROM THE RELEVANT ACTIVITY ACCOUNT BY CHECK. (PLEASE INDICATE FUNDRAISER ID# ON ALL DISBURSEMENT REQUESTS) IF ANY PREPARATION EXPENSES WERE INCURRED PRIOR TO THE ACTUAL EVENT PLEASE INCLUDE BELOW WITH CORRESPONDING ACTIVITY CHECK#.*

(Please Describe & Itemize)

1)	_____
2)	_____
3)	_____
4)	_____
5)	_____
6)	_____

B) TOTAL EXPENSES: \$ \_\_\_\_\_

A) – B) = NET PROCEEDS TO ORGANIZATION \$ \_\_\_\_\_

SIGNATURE OF ADVISOR: \_\_\_\_\_

RECEIVED BY BUILDING PRINCIPAL: \_\_\_\_\_ DATE: \_\_\_\_\_

RECEIVED BY BUSINESS OFFICE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NEW MILFORD PUBLIC SCHOOLS**  
**New Milford, Connecticut 06776**  
**REVISED 7/24/03**  
**FUNDRAISING ACTIVITY FOLLOW-UP FORM #3**  
**REF. BOE POLICIES 1324 & 3281**

**NEW MILFORD PUBLIC SCHOOLS**  
**Crowdfunding Campaign Request Form**

*Please return signed and completed form to your designated administrator. Approval must be received from the designated administrator prior to the launch of any crowdfunding campaign.*

*Please Note: If requesting technology or donations to purchase technology, documentation from the technology department confirming support must accompany this request.*

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**Requesting Employee/Eligible Organization**

*Individual Employee Request*

Name: \_\_\_\_\_ Building: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

*Eligible Organization Request*

Organization Name: \_\_\_\_\_ Member #1 Name: \_\_\_\_\_  
Member #1 Email: \_\_\_\_\_ Member #1 Phone: \_\_\_\_\_  
Member #2 Name: \_\_\_\_\_ Member #2 Email: \_\_\_\_\_  
Member #2 Phone: \_\_\_\_\_

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**Crowdfunding Campaign Proposal**

Please describe the purpose of the proposed crowdfunding campaign (use additional pages if necessary):

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Crowdfunding site (or sites) to be used if request is approved (please reference District's list of proposed crowdfunding websites):

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Social media site(s) to be used for promotion (if applicable):

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Monetary target for crowdfunding campaign (if applicable):

If goal is not reached, what will occur with donated funds:

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Items/supplies being sought through crowdfunding campaign:

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If technology related items are being sought through crowdfunding campaign has the District's Director of Information Technology determined that the requested technology is appropriately compatible with the District's technology infrastructure:

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Classroom(s), program(s) and/or activity or activities to be benefited via crowdfunding effort:

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EXACT narrative to be posted online if request is approved (use additional pages as necessary):

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Anticipated start date for crowdfunding campaign: \_\_\_\_\_ End date: \_\_\_\_\_

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### **Employee Acknowledgement**

By signing this form you acknowledge that you have read and reviewed the proposed crowdfunding site(s) terms and conditions of use and that such terms and conditions do not conflict with Board policy 3281.

#### *Individual Employee Request*

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

#### *Eligible Organization Request*

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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### **Designated Administrator Review**

Approved ☐

Denied ☐

More Information Needed \_\_\_\_\_

Explanation: \_\_\_\_\_

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NEW MILFORD PUBLIC SCHOOLS  
**Crowdfunding Campaign Review Checklist**

*This form should be used by designated administrators to review crowdfunding campaign requests made by District employees and eligible organizations. Please review campaign request to determine if applicable requirements of the Board's fundraising campaign policy – Policy 3281 have been met.*

1. Proposed crowdfunding campaign has a purpose that is consistent with the mission and goals of the New Milford Public School System and will not be inappropriate or harmful to the best education of students:  
  
Yes \_\_\_\_ No \_\_\_\_
2. Proposed crowdfunding campaign meets the requirements set forth in Board Policy 3281 and its accompanying administrative regulations:  
  
Yes \_\_\_\_ No \_\_\_\_
3. Proposed crowdfunding campaign's request narrative and/or supporting advertisements explicitly state that donated monies and items shall become the property of the New Milford Board of Education:  
  
Yes \_\_\_\_ No \_\_\_\_
4. Proposed crowdfunding campaign will not imply endorsement of any business or product:  
  
Yes \_\_\_\_ No \_\_\_\_
5. The money or items/supplies to be collected pursuant to the proposed crowdfunding campaign will be used in a manner consistent with District-approved curriculum:  
  
Yes \_\_\_\_ No \_\_\_\_
6. The money or items/supplies to be collected pursuant to the proposed crowdfunding campaign will not result in undesirable or hidden costs to the District:  
  
Yes \_\_\_\_ No \_\_\_\_

7. The money or items/supplies to be collected pursuant to the proposed crowdfunding campaign will not restrict future District action:
- Yes \_\_\_\_ No \_\_\_\_
8. Proposed crowdfunding campaign has a specific, pre-determined beginning and ending date;
- Yes \_\_\_\_ No \_\_\_\_
9. Proposed crowdfunding campaign will not be in conflict with state or federal law or Board of Education policy.
- Yes \_\_\_\_ No \_\_\_\_
- 

#### **Specific Considerations for Crowdfunding Campaigns Seeking Items/Supplies**

1. Requested items/supplies can be safely utilized by District students and staff:
- Yes \_\_\_\_ No \_\_\_\_
2. Requested items/supplies will be fully compatible with existing equipment, programs and/or materials;
- Yes \_\_\_\_ No \_\_\_\_
3. Requested items/supplies will not require the District to dedicate significant amounts of money or time for installation or maintenance:
- Yes \_\_\_\_ No \_\_\_\_
4. Requested items/supplies may be appropriately incorporated into District-approved curriculum:
- Yes \_\_\_\_ No \_\_\_\_

## Crowdfunding Request for Technology Related Items

*The designated administrator should review all crowdfunding requests with the District's Director of Information Technology to determine whether the requested technology is appropriately compatible with the District's technology infrastructure.*

Requested technology is appropriately compatible with the District's technology infrastructure:

Yes \_\_\_\_ No \_\_\_\_

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## Designated Administrator Review

Approved ☐

Denied ☐

More Information Needed \_\_\_\_\_

Explanation: \_\_\_\_\_  
\_\_\_\_\_

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## FOR SECOND REVIEW

*COMMENTARY: The recommended changes to this policy below are intended to make clear that the “resources” of the District should be interpreted broadly when it comes to advertising and promotion. District team names, logos, mascots, etc. are the District’s intellectual property and would clearly fall within the scope of the revision per paragraph 4.*

*With this being said, the Board may want to consider whether it wants to allow for-profit companies to license District logos, team names, etc. Some districts, particularly in other states (i.e. Texas) with big high-school sports followings, do enter into licensing agreements with local vendors so that the vendor pays an amount to the District for the right to use the logo on merchandise. If the Board would potentially be interested, additional policy language would be needed to create a standard licensing agreement template. The advantage to licensing would be that the District could make some revenue off of its logos, team names, etc. in the same way it does off of rental of sports fields, although if requests to use team names, logos etc. are infrequent it may not be worth the time and effort of an extensive policy revision.*

1325(a)

### Community Relations

#### Advertising and Promotion

The Board of Education has a responsibility to protect students from possible exploitation by private interests through exposure to advertising within the school environment. Because marketing and promotional materials are a pervasive element in our culture, it is ~~unfeasible~~ **not feasible** to strictly prohibit the indirect or incidental advertisement of products and services to students and parents.

The resources of the New Milford Public Schools may not be used to advertise or promote goods or services to students if the primary purpose of such activity is to create commercial benefit for a non-school entity. **For purposes of this policy and any accompanying administrative regulations, the resources of the New Milford Public Schools include but are not limited to the following:**

- 1. Personal property and equipment owned or controlled by the District, including email and other electronic systems;**
- 2. Real property dedicated to school purposes, including school buildings, athletic fields and facilities;**
- 3. The work and activities of District staff when such work or activities are undertaken on behalf of the District, or at the direction of District personnel;**
- 4. The intellectual property of the District including school names, logos, team names, mascots and related names and imagery.**



## Community Relations

### Advertising and Promotion

Any advertising by the school, staff or affiliated organizations must be done in a thoughtful, careful and tasteful manner consistent with the educational goals of the District and in the best interests of the students. The Superintendent of Schools must approve any advertising by private interests in ~~school-district~~ District facilities or on ~~school-district~~ District property. The approval of such advertising does not imply that the Board endorses the product, services or item being advertised.

In addition, approval must be consistent with the educational interests of the students as well as the requirements of other Board policies. Any approval will state precisely where such advertising may be placed. Advertising by private interests will not be allowed outside the specific area approved by the Board of Education.

The Superintendent of Schools shall develop and implement regulations regarding the appropriate use of advertising and promotion within the schools.

Legal Reference: Title IX of the Educational Amendments of 1972.

Policy adopted:	May 7, 2001
Policy revised:	June 9, 2009
Policy revised:	November 10, 2009
Policy reviewed:	October 15, 2013
Policy revised:	August 20, 2019

NEW MILFORD PUBLIC SCHOOLS  
New Milford, Connecticut

*COMMENTARY: Connecticut boards of education have broad discretion to admit and set tuition rates for out-of-district students as they see fit. There is no legal requirement that such students be admitted but if the Board wishes to admit such students having a policy governing their attendance is strongly encouraged. The suggested changes below are designed to clarify the conditions of attendance for such students.*

## **Business/Non-Instructional Operations**

### **Tuition Fees**

The Board of Education may permit students from other school districts to attend local schools when they can be accommodated in existing classes. The students or their sending district shall pay a tuition fee to be established annually by the Board of Education. **The Board may establish separate tuition rates for elementary and secondary schools.** The administration will provide students applying for admission in any given year with an estimated rate with the provision that tuition will be adjusted based on budgetary approval. **Non-resident students who are eligible for ~~Special education students~~ special education and related services** or other school districts, as the case may be, will be charged at a rate equal to a pro-rata share of the costs of their program.

#### **I. Individual, Non-Resident Students**

Non-resident students **who seek admission to the New Milford Public Schools outside of a tuition agreement with a sending board of education as set forth in Section II below** may be accepted under the following conditions:

1. A non-resident student shall apply to be admitted in writing to the Superintendent and shall state the reason for seeking admission, with a description of the applicant's proposed academic program.
2. The parent/guardian (or student age eighteen or older) will provide complete records for the student. Such records will include grades, discipline records, medical records, special education records, test results, and any **additional** information requested **by the Superintendent or his or her designee.**
3. The student shall be interviewed for admission by the Assistant Superintendent, who will make a thorough review of the student's records, consult with the building Principal, and make a recommendation to the Superintendent. The Superintendent shall decide upon the admission of the student. The Superintendent may admit a student only if space is available.
4. Prior to his or her recommendation to the Superintendent, the Assistant Superintendent may require the student to undergo any testing deemed necessary.

## Business/Non-Instructional Operations

### Tuition Fees

5. The student shall be capable of performing at or above grade level or in an established program of the New Milford Public Schools. In determining whether the student can be accommodated in an existing program, the Assistant Superintendent, prior to his or her recommendation, may refer the matter to the district-wide special education supervisor who may, in turn, consult with a planning and placement team. The supervisor or PPT will forward a report to the Assistant Superintendent.
6. Tuition must be paid in advance four times per year in September, December, March and May as a condition of continued enrollment, and such tuition shall be prorated for admission beginning after the start of the school year. In the event a student withdraws from the New Milford Public Schools, tuition for the semester in progress will not be refunded.
7. Courses ~~of~~ **for** New Milford students will be scheduled before those of tuition students.
8. A student may continue as a tuition student from year to year unless notified in writing by the Superintendent of Schools that attendance will be terminated.
9. A certified staff member whose child has been admitted to the New Milford Public Schools shall pay 50% of the established tuition rate. Tuition shall be made in equal payments four times per year in September, December, March and May as a condition of continued enrollment.

~~Non-resident students or their parents or guardians shall provide all necessary transportation to and from school. An admitted student will be subject to all academic and disciplinary requirements applied to New Milford students.~~

In the event of a dispute concerning the student's education, the written decision of the Board of Education concerning such education shall be final. A non-resident student's continued enrollment in the New Milford Public Schools will be contingent upon compliance with all academic and disciplinary requirements, satisfactory academic progress, satisfactory behavior, and the availability of staff and resources.

Only the board of education, acting at its sole discretion, may waive tuition.

## **Business/Non-Instructional Operations**

### **Tuition Fees**

#### **II. Tuition Students Sent By Other Boards Of Education**

The Board of Education, at its discretion, may enter into an agreement with another local or regional Board of Education to accept such local or regional Board's ~~seventh~~ **ninth** through twelfth grade students on a tuition basis. Prior to entering into an agreement to accept such students, the superintendent of schools shall file with the Board of Education a written recommendation on the enrollment of students based on the following factors:

1. The impact on Boards of Education currently having an arrangement with the New Milford Board of Education.
2. The proposed method of transporting tuition students.
3. The impact on resident students.
4. Impact on staffing and instructional materials.
5. Impact on facilities.
6. Information regarding student educational placement.
7. Any other factors deemed relevant.

After the Board has tentatively approved the acceptance of students under the jurisdiction of another Board of Education, the Superintendent shall submit to the Board for approval a proposed written agreement establishing the terms and conditions (including tuition charges) under which students from another jurisdiction will be enrolled in the New Milford Public Schools.

#### **III. Student Conduct**

Nonresident students attending the New Milford Public Schools will be governed by the same student discipline and behavior policies applicable to resident students. Nonresident attendance is a privilege and not a right. Accordingly, such attendance may be revoked upon recommendation of the Superintendent of Schools and approval by the Board of Education upon a finding that the student has violated the applicable school code of conduct.

#### **IV. Transportation**

Nonresident students enrolled in the New Milford Public Schools, pursuant to this policy, must make their own transportation arrangements at their own cost and expense. Upon acceptance for attendance, students over the age of eighteen, or parents or guardians shall inform the Principal of New Milford High School, or his or her designee, of their intended daily transportation arrangements and shall likewise inform the Principal or designee whenever there is a need to change such arrangements.

## Business/Non-Instructional Operations

### Tuition Fees

#### V. Extracurricular Activities

Nonresident students shall be responsible for paying any fees, costs or expenses associated with participation in New Milford Public Schools' athletics, field trips, extracurricular activities, or the administration of the SAT, ACT, AP, or any other examinations to the same extent as New Milford resident students.

#### VI. Special Education/Section 504

Any nonresident student accepted into the New Milford Public Schools who requires special education services or Section 504 accommodations, or who after admission is considered to be a candidate for special education services or Section 504 accommodations, shall not be referred to a New Milford Public Schools planning and placement team or 504 team, but shall be referred to the planning and placement team or 504 team in the community where the student would otherwise be attending school for all special education decisions. The New Milford Board of Education will not be responsible for any special education or Section 504 costs of nonresident students unless required by law.

#### VII. Homeless Students

Notwithstanding any other provision of this policy to the contrary, New Milford resident students who are forced to temporarily live outside of the District due to an incident of homelessness may remain enrolled in the New Milford Public Schools without being required to pay tuition in accordance with state and federal law.

(cf. 5118 – Nonresident Students)

(cf. 5118.1 – Homeless Students)

Legal Reference: Connecticut General Statutes

- 10-33 Tuition in towns in which no high school is maintained.
- 10-35 Notice of discontinuance of high school service to nonresidents.
- 10-55 Pupils to attend regional school.
- 10-220 Duties of Boards of Education.
- 10-253 School privileges for children in certain placements, nonresident children and children in temporary shelters.
- ~~10-266 Reimbursement for education of pupils residing in state property.~~

## **Business/Non-Instructional Operations**

### **Tuition Fees**

United States Code

42 U.S.C. §11301 et seq. McKinney-Vento Homeless Assistance Act

Policy adopted: June 11, 2002  
Policy revised: June 10, 2008  
Policy revised: March 8, 2011  
Policy reviewed: February 25, 2014  
Policy revised: February 9, 2016

NEW MILFORD PUBLIC SCHOOLS  
New Milford, Connecticut

*COMMENTARY: This policy is not legally mandated but it fine for the Board to maintain. Under the law educational supplies and equipment – including textbooks – are generally regarded as the property of the local board of education while school buildings and school grounds are considered the property of the town but subject to board of education control when used for educational purposes. Accordingly, the changes below are meant to reflect that concept and better align the policy with statutory language addressing the sale of books and school supplies.*

## **Business/Non-Instructional Operations**

### **Sales & Disposal of Books, Equipment & Supplies**

When equipment, books and materials become worn out, obsolete, **inadequate**, surplus, or otherwise unusable in the schools, the Superintendent ~~shall tender such items to town agents for disposition~~ **may authorize their sale, trade-in or disposal as he or she deems to be in the best interests of the district.** ~~Notwithstanding this provision, the Board of Education may donate discontinued textbooks to another Board of Education. Should the town refuse to accept the tender of these items in writing within thirty days, the Superintendent may authorize their disposal in a manner to the district's best advantage subject to the following:~~

**(1)** **Books, equipment and supplies** may not be sold directly to individuals. Any proceeds from ~~disposition of the sale of any books,~~ equipment or supplies shall be deposited in the ~~town general fund~~ **Board of Education's operating budget for the year in which such sale is made.**

**(2)** The Board of Education may, upon recommendation of the Superintendent of Schools, authorize the disbursement or destruction of outdated textbooks which are **inadequate or** no longer useful to the educational program, provided that such books have been determined obsolete by the professional administrative staff.

**(3)** When books are sold either to used book vendors or shredders, this money must be returned to the ~~town general fund~~ **Board of Education's operating budget.** If and when such books are given to the PTA/PTO, the PTA/PTO may dispose of them as they wish. Any monies received therefrom can be retained in the PTA/PTO account.

Legal Reference:       Connecticut General Statutes

10-220 Duties of Boards of Education.

10-229 Change of Textbooks

10-240 Control of schools.

10-241 Powers of school districts.

**Business/Non-Instructional Operations**

**Sales & Disposal of Books, Equipment & Supplies**

Policy adopted: June 11, 2002  
Policy revised: June 10, 2008  
Policy reviewed: February 25, 2014

NEW MILFORD PUBLIC SCHOOLS  
New Milford, Connecticut



Position: Communications Associate

Summary: The ideal candidate will have experience breaking down complex processes in order to communicate effectively using various media platforms.

Reports to: Superintendent of Schools

Duties: The ideal candidate must have excellent written and verbal communication skills. In this role you will work in a fast paced, collaborative environment. Promoting our school brand and assisting the superintendent. Must exercise a high degree of confidentiality. Primary responsibilities include:

- Managing a multi-channel communications strategy for New Milford Public Schools.
- Developing a brand voice and maintaining brand integrity across all platforms.
- Assisting in the creation of digital, video, audio and print content.
- Managing media relations and developing contacts with media members and community leaders.
- Planning special events as requested.
- Preparation, coordination, and dissemination of communications material.
- Prepare monthly district Newsletter.

Other responsibilities include serving as back up to the Administrative Assistant to the Superintendent for:

- Board of Education meetings and other assignments as needed.
- Tasks as assigned by the Superintendent.
- Agendas for posting and taking minutes
- Assists with preparing interactions with Board of Education, staff, visitors and vendors.

Qualifications:

- Demonstrated knowledge and proficiency with communications technologies.
- Understanding of copywriting, graphic design, layout and publishing.
- Familiarity with social media platforms and social media marketing.
- Strong copywriting and editing abilities.

Requirements:

- Bachelor's degree in communications, marketing or a related discipline.
- 5-plus years of communications, marketing, public relations or related experience.
- Experience managing digital content.
- Proficiency with Microsoft Office, Google Suite
- May include some evening hours at scheduled meetings.

7/29/2021



Office of Fiscal Services & Operations  
50 East Street  
New Milford, Connecticut 06776

5E  
AUGUST 10, 2021 MEETING

**TO:** Alisha DiCorpo, Superintendent  
**FROM:** Anthony J. Giovannone, Director of Fiscal Services and Operations  
**Date:** August 2, 2021  
**RE:** Communications Associate - Funding Piece

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There are savings in the 2021-2022 Operating salary account, versus budget, for the following Non-Bargaining positions that were hired by the district that total \$31,208 that can be re-purposed to hire and employ a Communications Associate for the district:

- Director of Facilities
- Director of Technology
- Assistant Superintendent of Schools

These funds could support a Communications Associate for the district with the following parameters for hiring using Operating :

- \$19.00 per hour
- 25 hours per week
- 48 weeks per year
- Estimated salary \$22,800
- Estimated Benefits - offering single medical coverage only \$8,136
- **Total Package - \$30,936**

*Sincerely,*  
*Anthony J. Giovannone*  
*Director of Fiscal Services and Operations*

**New Milford Public Schools**  
**Facilities Department**  
**386 Danbury Road**  
**New Milford, CT 06776**  
**(860) 354-6265**  
**FAX (860) 210-2233**

To: Alisha DiCorpo, Superintendent  
From: Nestor Aparicio, Interim Facilities Director  
Date: 7/30/2021  
Re: SNIS Oil Tank

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The Additional Service Agreement (ASA) was signed by Jack Healy and received by BL Industries to go forward with the removal of the underground storage tank at SNIS. BL Industries has begun working on a new construction document and simultaneously will work on acquiring a permit.

BL Industries will look to see if prevailing wage is paid on a state grant. If the price is higher due to the prevailing wage, the project will be funded without the reimbursement grant.

The removal of this underground storage tank has been pushed back to November or possibly next spring.

## ITEM OF INFORMATION

*COMMENTARY: The recommended changes to this regulation below are intended to make clear that the “resources” of the District should be interpreted broadly when it comes to advertising and promotion. District team names, logos, mascots, etc. are the District’s intellectual property and would clearly fall within the scope of the revision per paragraph 4.*

**1325(a)**

### **Community Relations**

#### **Advertising and Promotion**

The resources of the New Milford Public Schools may not be used to advertise or promote goods or services to students if the primary purpose of such activity is to create commercial benefit for a non-school entity.

For purposes of this regulation, the resources of the New Milford Public Schools include but are not limited to the following:

1. Personal property and equipment owned or controlled by the District, including email and other electronic systems;
2. Real property dedicated to school purposes, including school buildings, athletic fields and facilities;
3. The work and activities of District staff when such work or activities are undertaken on behalf of the District, or at the direction of District personnel;
4. The intellectual property of the District including school names, logos, team names, mascots and related names and imagery.

In carrying out Board Policy # 1325 – Advertising and Promotion the Superintendent or designee shall:

1. Cooperate through announcements and distribution of program material, with a town agency or recognized non-profit organizations that benefit students and their families when such cooperation will not interfere, restrict or impair the educational program of the schools.
2. The Superintendent may announce or authorize to be announced, any lecture, play, film, or other community activity with educational value and consistent with the curriculum.

## **Community Relations**

### **Advertising and Promotion**

The appropriate Principal or designee shall:

1. Permit participation, which participation shall be at the option of the individual schools, in essay, art, science and similar contests sponsored by outside interests when such activities parallel the curriculum and contribute to the educational program.
2. Accept limited advertising on extra-curricular activity schedules and programs at the discretion of the Principal of the school involved.
3. Allow advertising for services in connection with class pictures, class rings and similar student activities approved by the appropriate administrator.

The Board recognizes that it is consistent with the intent of this regulation to allow the recognition of non-school entities in the following limited circumstances.

1. The Board may accept donations of goods or services which incorporate a recognition of the donating organization. The donating organization will obtain approval of the Superintendent with respect to the nature of the recognition prior to initiating the donation.
2. At extra-curricular or athletic events, the Superintendent may allow the use of vendor provided signage or paraphernalia directly related to the provisioning of goods and services, appropriate sponsor-provided signage or paraphernalia, or the inclusion of appropriate advertisements in programs related to the event.
3. The Board allows recognized PTO organizations to advertise and promote the activities sponsored by the PTO organizations. Any such communication shall clearly indicate that the activity is sponsored by the PTO.
4. Hours of operations and items to be sold in school stores are subject to approval of the Principal.

Legal Reference: Title IX of the Educational Amendments of 1972.

Regulation adopted: September 19, 2017  
Regulation revised: June 4, 2019

NEW MILFORD PUBLIC SCHOOLS  
New Milford, Connecticut

## ITEM OF INFORMATION

*COMMENTARY: Name changes.*

**4118.113/4218.113(a)**

### **Personnel**

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

Sexual harassment is prohibited within the New Milford Public Schools. Examples of conduct that may be sexual harassment include, but are not limited to, the following:

1. Where submission to, or rejection of, the conduct by the individual is used as the basis of academic decisions affecting the individual.
2. Where a person is subjected to unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to a District education program or activity.
3. Where submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding services, honors, programs, or activities available at or through the District.
4. Suggestive or obscene letters, notes, invitations, slurs, jokes, epithets, or gestures, derogatory comments, assault, touching, impeding or blocking movement, leering, display of sexually suggestive objects, pictures or cartoons.
5. Continuing to express sexual interest after being informed that the interest is unwelcome.
6. Coercive sexual behavior used to control, influence, or affect the educational opportunities, grades, and/or learning environment of students, including promises or threats regarding grades, course admission, performance evaluations, or recommendations; enhancement or limitation of student benefits or services (e.g. scholarships, financial aid, work study job).
7. Inappropriate attention of a sexual nature from peer(s), i.e. student to student, employee to employee.
8. Sexual assault, dating violence, domestic violence or stalking.

#### **How to Report Sexual Harassment**

Any person may report sexual harassment, whether or not the person reporting is a person who is alleged to be the victim of conduct that could constitute sexual harassment. Such report may be made in person, by mail, by telephone or by electronic mail to a school-based Title IX coordinator or his/her designee. Such reports may be made anonymously. Individuals who believe that they have been sexually harassed at a District education program or activity, or those who have knowledge of sexual harassment occurring at or during a District education program or activity should report the same to the school-based Title IX coordinator for the school at which the harassment is alleged to have occurred.

## **Personnel**

### **Title IX Sexual Harassment**

School employees who receive reports of sexual harassment should immediately send the report to the school-based Title IX coordinator with a copy to the school principal.

Upon receipt of a report of sexual harassment, the Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the wishes of the complainant with regard to supportive measures, inform the complainant of the availability of supportive measures whether or not the complainant files a formal complaint, and explain to the complainant the process for filing a formal complaint.

Supportive measures may include, but are not limited to:

1. Separating the parties as much as possible during the school day;
2. Provision of support through the District's Employee Assistance Program;
3. Increased monitoring, supervision or security in locations or activities where the alleged misconduct occurred; and
4. Other similar measures.

Supportive measures provided must be kept confidential unless disclosure is necessary for the supportive measure's effectiveness.

The Title IX Coordinator must document that they have taken measures designed to restore or preserve equal access to the District's education program or activity and such documentation should address why the response was not deliberately indifferent. The Title IX Coordinator must document all supportive measures offered to and/or provided to the complainant. If the Title IX Coordinator does not provide supportive measures to a complainant, the Title IX Coordinator must document why such a response was not clearly unreasonable in light of the known circumstances.

A report of sexual harassment or sex discrimination is not a request for a formal Title IX complaint investigation. A complainant who wants a formal complaint investigation must file a formal written complaint with the District-wide Title IX Coordinator as outlined in the formal grievance procedure below.

### **Formal Grievance Procedure**

The formal grievance procedure is designed to provide for the prompt and equitable resolution of complaints alleging any action that would be prohibited by Title IX and its implementing

## **Personnel**

### **Title IX Sexual Harassment**

regulations. The grievance procedure applies only to claims of sex discrimination occurring in the District's education programs or activities. The formal grievance procedure is only initiated if the complainant or the complainant's parent/guardian signs a formal complaint or the Districtwide Title IX Coordinator signs a formal complaint alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment.

The Title IX Coordinator, investigator, decision-maker and any person designated to facilitate an informal resolution process will recuse themselves if they have a conflict of interest or a bias for or against complainants or respondents generally or to an individual complainant or respondent.

There is a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. "Responsible for the alleged conduct" is determined by the preponderance of the evidence standard whereby the respondent is responsible for the conduct if there is more than a 50% chance that they engaged in the alleged conduct.

The grievance process will be completed within a reasonable time frame. Although each complaint is different, a reasonable time frame generally means that the grievance process will be completed within sixty (60) days of when the formal complaint is filed. Time frames may be extended for good cause. Both the complainant and respondent should be informed in writing of any extension of the time frame and the reason for the extension. Good cause may include, but is not limited to, the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity or Department of Child and Family investigation; or the need for language assistance or accommodation of disabilities.

If a respondent is found to be responsible for the alleged conduct and the alleged conduct is found to be a violation to Title IX, the respondent may be subject to discipline up to and including termination of employment. If the respondent is found to be responsible for the alleged conduct and it is determined that the conduct does not violate Title IX as set forth in the regulations implementing Title IX but the conduct violates another Board policy, rule or code of conduct, and/or federal, state or local law, the respondent also may be subject to discipline up to and including termination from employment.

1. A written formal complaint should include:
  - a. The name of the complainant,
  - b. The date of the complaint,



## Personnel

### Title IX Sexual Harassment

- c. The date of the alleged harassment,
  - d. The name or names of the harasser or harassers (if known),
  - e. Identification of the location where such harassment occurred,
  - f. A detailed statement of the circumstances constituting the alleged harassment.
2. Upon receipt of a formal complaint, the Title IX Coordinator must provide the following written notice to the parties who are known:
  - a. Notice of the District's grievance process including any informal resolution processes that are available.
  - b. Notice of the allegations of sexual harassment including sufficient details known at the time including the identifies of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment in violation of Title IX, and the date and location of the alleged incident (if known).
  - c. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process.
  - d. A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
  - e. A statement that each party will have the opportunity to inspect and review evidence provided.
  - f. A statement that parties who knowingly make false statements or knowingly submit false information during the grievance process may be disciplined.
3. If, during the course of the investigation, the investigator decides to investigate allegations not included in the original notice, the investigator will provide notice of the additional allegations to the parties whose identities are known.
4. Risk Assessment: Upon receipt of a formal Title IX written complaint, the Districtwide Title IX Coordinator and/or designee will undertake an individualized safety and risk analysis. If the Districtwide Title IX Coordinator and/or their designee determines that there is an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment that justifies removal of the respondent from the school setting, the Title IX Coordinator and/or their designee, in

## Personnel

### Title IX Sexual Harassment

conjunction with the Director of Human Resources, will immediately remove the respondent from the school setting. If the respondent is a student, any decision to suspend or expel the student will follow the District's normal suspension/expulsion process. If the respondent is an employee, the District will follow its normal exclusionary proceedings for employees, including but not limited to placement on administrative leave.

5. The Title IX Coordinator will evaluate whether a report must be made to the Connecticut Department of Children and Families.
6. The District may consolidate two or more formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.
- 7a. Mandatory Dismissal of Formal Complaint: If, during the course of the investigation, it is determined that the respondent's conduct, even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, pursuant to the Title IX Regulations, the District is required to dismiss the formal complaint with regard to that conduct. Such dismissal must be approved by the Superintendent and/or designee or the Director of Human Resources. Such a dismissal does not preclude discipline under another provision of the District's Code of Conduct or another District policy including but not limited to Board Policy 4118.112/4218.112 (Sexual and Other Unlawful Harassment - Personnel).
- 7b. Permissive Dismissal of Formal Complaint: The District may dismiss the formal complaint or specific allegations therein, if (a) any time during the investigation or decision-making process, the complainant notifies the Districtwide Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein, (b) the respondent is no longer enrolled or employed by the District, or (c) specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein. Such dismissal must be approved by the Superintendent and/or designee or the Director of Human Resources. Such a dismissal does not preclude discipline under another provision of the District's Code of Conduct or another District policy including but not limited to Board Policy 4118.112/4218.112 (Sexual and Other Unlawful Harassment - Personnel).
8. Upon mandatory or permissive dismissal, the District must promptly send simultaneous written notice of the dismissal to all parties.
9. The exercise of rights protected under the First Amendment does not constitute sexual harassment under Title IX.

## **Personnel**

### **Title IX Sexual Harassment**

#### Formal Investigation Process:

1. The investigator must be free from bias and conflicts of interest and trained to serve impartially.
2. The investigator must ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District, not the parties.
3. The investigator and decision makers cannot access, consider, disclose or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment of the party, unless the investigator or decision maker obtains that party's parent's/guardian's voluntary, written consent to do so (or the written consent of the party if the party is over the age of eighteen).
4. The investigator will provide an equal opportunity for all parties to present witnesses, including fact and expert witnesses, and other evidence.
5. No party will be prohibited from discussing the allegations under investigation or gathering and presenting relevant evidence.
6. Each party may be accompanied to any meeting or proceeding by an advisor of their choosing. The advisor, however, is merely there to provide advice to the party and may not actively participate in the meeting or proceeding. The advisor will not be allowed to ask or answer questions during the meeting or proceeding.
7. Each party will be given written notice of the date, time, location, participants and purpose of all hearings, investigative interview or other meetings to which the party is invited, at least two days in advance in order to provide the party sufficient time to prepare to participate.
8. To the extent the documents and information are not protected from disclosure by the Family Educational Rights and Privacy Act (FERPA), the Americans with Disabilities Act, the Individuals with Disabilities in Education Act or any other federal law, both parties will be given an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

## **Personnel**

### **Title IX Sexual Harassment**

9. Prior to completing the investigative report, the investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic formal or a hard copy, and the parties will be given a minimum of ten (10) calendar days to submit a written response to that information. The investigator must consider any written response prior to completing the investigative report.
10. After completing the investigation, the investigator must create an investigative report that fairly summarizes the relevant evidence and, at least ten (10) days before the decision maker makes a determination of responsibility, send a copy of the investigation report to each party and the party's advisor, if any, in an electronic format or hard copy, for their review and written response.
11. Credibility determinations may not be based on a person's status as a complainant, respondent or witness.
12. The investigative report must include the following:
  - a. The identity of the parties;
  - b. The conduct potentially constituting sexual harassment;
  - c. A list of the evidence reviewed; and
  - d. Findings of fact.

### The Formal Decision-Making Process The Decision maker will be the Superintendent of Schools.

1. The Decision maker cannot be the same person as the Title IX Coordinator or the investigator.
2. Before making a decision, the decision maker must give each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness. After posing the relevant questions to the party or witness, the decision-maker must provide each party with the answers and allow for additional, limited follow-up questions from each party.
3. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant unless offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's sexual behavior with respect to the respondent and are offered to prove consent.

## **Personnel**

### **Title IX Sexual Harassment**

4. The Decision maker may not require, allow, rely upon or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privileged has waived the privilege.
5. If the Decision maker chooses to exclude any requested questions, the decision-maker should explain to the party proposing the questions the decision to exclude a question as not relevant. To the extent that explanation is given verbally, the Decision maker should document the decision in writing.
6. The Decision maker must make a determination regarding whether the respondent is responsible for sexual harassment in violation of Title IX. To reach the determination, the Decision maker must use the preponderance of the evidence standard. This standard is met if there is more than a fifty percent (50%) chance that the respondent is responsible for sexual harassment in violation of Title IX.
7. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
8. The Decision maker must issue a written determination that includes:
  - a. Identification of the allegations potentially constituting sexual harassment;
  - b. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence and hearings held;
  - c. Findings of fact supporting the determination;
  - d. Conclusions regarding the application of the District's code of conduct to the facts;
  - e. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility. The formal report also must include any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant. To the extent that the District does not have permission from the relevant party to reveal the discipline, remedies provided, or other information protected by FERPA, the IDEA, the ADA or other federal law, such portion of the report must be redacted before providing it to the other party.

## Personnel

### Title IX Sexual Harassment

- f. The District's appeal procedures and permissible bases for the complainant and respondent to appeal the decision.
9. The written decision must be provided to both parties simultaneously.
10. The decision is not considered final until after the date the District provides a written determination of any appeal or the deadline for appeal passes.
11. To the extent that the Decision maker determines that the conduct in question meets the District's criteria for expulsion, the provisions of C.G.S. §10-233d and Board policy must be followed prior to the institution of an expulsion.
12. The Title IX coordinator is responsible for effective implementation of any remedies.
13. Conduct that is not found to rise to the level of a Title IX violation may still constitute prohibited discrimination on the basis of sex or another protected category as defined in federal, state or local law, Board policy or the school's code of conduct. A finding of no responsibility under Title IX does not prohibit the District from investigating and determining that the respondent's conduct violated another provision of Board policy and/or code of conduct including but not limited to Board Policy 4118.112/4218.112 (Sexual and Other Unlawful Harassment - Personnel).

The Formal Appeal Process The Board of Education Student and Personnel Hearing Committee will make the final appeal decision.

Both parties have a right to appeal the determination of responsibility and/or the District's decision to dismiss the formal complaint or any allegations thereon. Appeals are only available on the following bases:

1. Procedural irregularities that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, and that could affect the outcome of the matter; and/or
3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The appeal Decision maker will not be the same individual as the original Decision maker, the investigator and/or the Title IX Coordinator.

## **Personnel**

### **Title IX Sexual Harassment**

If an appeal is received, the appeal Decision maker will notify the other party in writing.

Before issuing his/her decision, the Decision maker must give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

The Decision maker must provide his/her/their written decision simultaneously to both parties. The written decision must describe the results of the appeal and the rationale for the result.

### **Informal Resolution Process**

After a formal complaint has been filed, the parties may voluntarily agree to participate in the District's informal resolution process. The parties may not be required to participate in the informal resolution process as a condition of continued enrollment or employment or the enjoyment of any right to an investigation and/or adjudication of the formal complaint of sexual harassment.

Prior to participating in any informal resolution process, the parties will be provided with written notice disclosing the following:

1. The allegations;
2. The circumstances under which the informal resolution process would preclude the parties from resuming a formal complaint arising from the same allegations;
3. The right of any party to withdraw from the informal resolution process at any time prior to the parties agreeing to a resolution and to require the resumption of the formal complaint process after such withdrawal; and
4. The consequences resulting from participating in the informal resolution process, including whether records will be maintained or could be shared.

Each party must give written consent to engage in the informal resolution process. Such consent may be withdrawn at any time.

The informal resolution process may not be used to resolve allegations that an employee sexually harassed a student.

The District provides the following types of informal resolution processes:

1. Mediation,
2. An agreement to truncate the steps of the grievance procedure where the parties agree to some or all of the facts.

## **Personnel**

### **Title IX Sexual Harassment**

#### **Recordkeeping**

The District must maintain the following records for a minimum of seven years from the end of the grievance process:

1. The records of each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

The District must maintain for a minimum of seven years all materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District will make such training materials publicly available on its website.

#### **Prohibition on Retaliation**

Retaliation against any individual because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing regarding a claimed Title IX violation is prohibited. Retaliation shall include intimidation, threats, coercion or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment if the purpose is to interfere with any right or privilege secured by Title IX.

Complaints of retaliation must be filed through the formal complaint process.

The exercise of rights protected under the First Amendment does not constitute prohibited retaliation.



## **Personnel**

### **Title IX Sexual Harassment**

#### **Confidentiality**

The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by FERPA or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing or other proceedings arising thereunder.

#### **Materially False Statements**

A complainant, respondent or witness who is found to have made a materially false statement in bad faith during the grievance process shall be subject to discipline up to and including expulsion from school. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation. A determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

### **Title IX Coordinator**

The Title IX Coordinator(s) for the New Milford Board of Education are:

**STUDENTS:**

**Ms. Holly Hollander**

Assistant Superintendent

50 East Street

New Milford, CT 06776

Phone number: 860-354-3235

[hollanderh@newmilfordps.org](mailto:hollanderh@newmilfordps.org)

**STAFF:**

**Mrs. Catherine Gabianelli**

Director of Human Resources

50 East Street

New Milford, CT 06776

860-210-2200

[gabianellic@newmilfordps.org](mailto:gabianellic@newmilfordps.org)

### **Publication**

A copy of this regulation must be provided to all students, parents or legal guardians of elementary and secondary school students, employees, and all unions holding collective bargaining agreements with the District.

## **Personnel**

### **Title IX Sexual Harassment**

#### **Training**

All Title IX coordinators, investigators, decision-makers and any person who facilitates an informal resolution process, will receive training on the definition of sexual harassment in 34 C.F.R. §106.30, the scope of the District's education program or activity, how to conduct an investigation and grievance process including hearings, appeals and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. Decision makers will receive training on issues of relevance of questions and evidence, including when questions and evidence about a complainant's sexual predisposition or prior sexual behaviors are not relevant. Investigators will receive training on issues of relevance to create an investigation report that fairly summarizes relevant evidence.

Legal Reference: 20 U.S.C. § 1681 Title IX of the Education Amendments of 1972  
34 CFR Section 106 Regulations implementing Title IX  
Meritor Savings Bank, FSB v. Vinson, 477 U.S. 57 (1986)

# ITEM OF INFORMATION

*COMMENTARY: Name change.*

**5145.7(a)**

## **Students**

### **Procedures for Reports and Complaints of Sexual Harassment of Students**

Sexual harassment is prohibited within the New Milford Public Schools. Examples of conduct that may be sexual harassment include, but are not limited to, the following:

1. Where submission to, or rejection of, the conduct by the individual is used as the basis of academic decisions affecting the individual.
2. Where a person is subjected to unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to a District education program or activity.
3. Where submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding services, honors, programs, or activities available at or through the District.
4. Suggestive or obscene letters, notes, invitations, slurs, jokes, epithets, or gestures, derogatory comments, assault, touching, impeding or blocking movement, leering, display of sexually suggestive objects, pictures or cartoons.
5. Continuing to express sexual interest after being informed that the interest is unwelcome.
6. Coercive sexual behavior used to control, influence, or affect the educational opportunities, grades, and/or learning environment of students, including promises or threats regarding grades, course admission, performance evaluations, or recommendations; enhancement or limitation of student benefits or services (e.g. scholarships, financial aid, work study job).
7. Inappropriate attention of a sexual nature from peer(s), i.e. student to student, employee to employee.
8. Sexual assault, dating violence, domestic violence or stalking.

### **How to Report Sexual Harassment**

Any person may report sexual harassment, whether or not the person reporting is a person who is alleged to be the victim of conduct that could constitute sexual harassment. Such report may be made in person, by mail, by telephone or by electronic mail to a school-based Title IX coordinator or his/her designee. Such reports may be made anonymously. Individuals who believe that they have been sexually harassed at a District education program or activity, or those who have knowledge of sexual harassment occurring at or during a District education program or activity should report the same to the school-based Title IX coordinator for the school at which the harassment is alleged to have occurred

## **Students**

### **Procedures for Reports and Complaints of Sexual Harassment of Students**

School employees who receive reports of sexual harassment should immediately send the report to the school-based Title IX coordinator with a copy to the school principal.

Upon receipt of a report of sexual harassment, the Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the wishes of the complainant with regard to supportive measures, inform the complainant of the availability of supportive measures whether or not the complainant files a formal complaint, and explain to the complainant the process for filing a formal complaint.

Supportive measures may include, but are not limited to:

1. A change in class schedule;
2. Additional time to make up assignments/tests missed due to the alleged harassment;
3. Ability to withdraw from elective classes without penalty;
4. Separating the parties as much as possible during the school day;
5. Provision of support by the guidance counselor, school social worker or other designated individual;
6. Increased monitoring, supervision or security in locations or activities where the alleged misconduct occurred; and
7. Other similar measures.

Supportive measures provided must be kept confidential unless disclosure is necessary for the supportive measure's effectiveness.

The Title IX Coordinator must document that they have taken measures designed to restore or preserve equal access to the District's education program or activity and such documentation should address why the response was not deliberately indifferent. The Title IX Coordinator must document all supportive measures offered to and/or provided to the complainant. If the Title IX Coordinator does not provide supportive measures to a complainant, the Title IX Coordinator must document why such a response was not clearly unreasonable in light of the known circumstances.

A report of sexual harassment or sex discrimination is not a request for a formal Title IX complaint investigation. A complainant who wants a formal complaint investigation must file a formal written complaint with the District-wide Title IX Coordinator as outlined in the formal grievance procedure below.

## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

#### Formal Grievance Procedure

The formal grievance procedure is designed to provide for the prompt and equitable resolution of complaints alleging any action that would be prohibited by Title IX and its implementing regulations. The grievance procedure applies only to claims of sex discrimination occurring in the District's education programs or activities. The formal grievance procedure is only initiated if the complainant or the complainant's parent/guardian signs a formal complaint or the Districtwide Title IX Coordinator signs a formal complaint alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment.

The Title IX Coordinator, investigator, decision-maker and any person designated to facilitate an informal resolution process will recuse themselves if they have a conflict of interest or a bias for or against complainants or respondents generally or to an individual complainant or respondent.

There is a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. "Responsible for the alleged conduct" is determined by the preponderance of the evidence standard whereby the respondent is responsible for the conduct if there is more than a 50% chance that they engaged in the alleged conduct.

The grievance process will be completed within a reasonable time frame. Although each complaint is different, a reasonable time frame generally means that the grievance process will be completed within sixty (60) days of when the formal complaint is filed. Time frames may be extended for good cause. Both the complainant and respondent should be informed in writing of any extension of the time frame and the reason for the extension. Good cause may include, but is not limited to, the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity or Department of Child and Family investigation; or the need for language assistance or accommodation of disabilities.

If a respondent is found to be responsible for the alleged conduct and the alleged conduct is found to be a violation to Title IX, the respondent may be subject to discipline up to and including expulsion from school. If the respondent is found to be responsible for the alleged conduct and it is determined that the conduct does not violate Title IX as set forth in the regulations implementing Title IX but the conduct violates another Board policy or school rule, the respondent also may be subject to discipline up to and including expulsion from school if the respondent is a student or termination of employment if the respondent is an employee.

1. A written formal complaint should include:
  - a. The name of the complainant,

## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

- b. The date of the complaint,
  - c. The date of the alleged harassment,
  - d. The name or names of the harasser or harassers (if known),
  - e. Identification of the location where such harassment occurred,
  - f. A detailed statement of the circumstances constituting the alleged harassment.
2. Upon receipt of a formal complaint, the Title IX Coordinator must provide the following written notice to the parties who are known:
  - a. Notice of the District's grievance process including any informal resolution processes that are available.
  - b. Notice of the allegations of sexual harassment including sufficient details known at the time including the identifies of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment in violation of Title IX, and the date and location of the alleged incident (if known).
  - c. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process.
  - d. A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
  - e. A statement that each party will have the opportunity to inspect and review evidence provided.
  - f. A statement that parties who knowingly make false statements or knowingly submit false information during the grievance process may be disciplined.
3. If, during the course of the investigation, the investigator decides to investigate allegations not included in the original notice, the investigator will provide notice of the additional allegations to the parties whose identities are known.
4. Risk Assessment: Upon receipt of a formal Title IX written complaint, the Districtwide Title IX Coordinator and/or designee will undertake an individualized safety and risk analysis. If the Districtwide Title IX Coordinator and/or their designee determines that there is an immediate threat to the physical health or safety of any student or other individual arising from the

## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

allegations of sexual harassment that justifies removal of the respondent from the school setting, the Title IX Coordinator and/or their designee, in conjunction with the School Principal, if the respondent is a student, or the Director of Human Resources, if the respondent is an employee, will immediately remove the respondent from the school setting. If the respondent is a student, any decision to suspend or expel the student will follow the District's normal suspension/expulsion process. If the respondent is an employee, the District will follow its normal exclusionary proceedings for employees, including but not limited to placement on administrative leave.

5. The Title IX Coordinator will evaluate whether a report must be made to the Connecticut Department of Children and Families.
6. The District may consolidate two or more formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.
- 7a. Mandatory Dismissal of Formal Complaint: If, during the course of the investigation, it is determined that the respondent's conduct, even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, pursuant to the Title IX Regulations, the District is required to dismiss the formal complaint with regard to that conduct. Such dismissal must be approved by the Superintendent and/or designee. Such a dismissal does not preclude discipline under another provision of the District's Code of Conduct or another District policy including but not limited to Board Policies 4118.112/4218.112 (Sexual and Other Unlawful Harassment – Personnel) and 5145.5 (Sexual and Other Unlawful Harassment of Students).
- 7b. Permissive Dismissal of Formal Complaint: The District may dismiss the formal complaint or specific allegations therein, if (a) any time during the investigation or decision-making process, the complainant notifies the Districtwide Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein, (b) the respondent is no longer enrolled or employed by the District, or (c) specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein. Such dismissal must be approved by the Superintendent and/or designee. Such a dismissal does not preclude discipline under another provision of the District's Code of Conduct or another District policy including but not limited to Board Policies 4118.112/4218.112 (Sexual and Other Unlawful Harassment – Personnel) and 5145.5 (Sexual and Other Unlawful Harassment of Students).
8. Upon mandatory or permissive dismissal, the District must promptly send simultaneous written notice of the dismissal to all parties.

## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

9. The exercise of rights protected under the First Amendment does not constitute sexual harassment under Title IX.

#### Formal Investigation Process:

1. The investigator must be free from bias and conflicts of interest and trained to serve impartially.
2. The investigator must ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District, not the parties.
3. The investigator and decision makers cannot access, consider, disclose or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment of the party, unless the investigator or decision maker obtains that party's parent's/guardian's voluntary, written consent to do so (or the written consent of the party if the party is over the age of eighteen).
4. The investigator will provide an equal opportunity for all parties to present witnesses, including fact and expert witnesses, and other evidence.
5. No party will be prohibited from discussing the allegations under investigation or gathering and presenting relevant evidence.
6. Each party may be accompanied to any meeting or proceeding by an advisor of their choosing. The advisor, however, is merely there to provide advice to the party and may not actively participate in the meeting or proceeding. The advisor will not be allowed to ask or answer questions during the meeting or proceeding.
7. Each party will be given written notice of the date, time, location, participants and purpose of all hearings, investigative interview or other meetings to which the party is invited, at least two days in advance in order to provide the party sufficient time to prepare to participate.
8. To the extent the documents and information are not protected from disclosure by the Family Educational Rights and Privacy Act (FERPA), the Americans with Disabilities Act, the Individuals with Disabilities in Education Act or any other federal law, both parties will be given an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation



## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

9. Prior to completing the investigative report, the investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will be given a minimum of ten (10) calendar days to submit a written response to that information. The investigator must consider any written response prior to completing the investigative report.
10. After completing the investigation, the investigator must create an investigative report that fairly summarizes the relevant evidence and, at least ten (10) days before the decision maker makes a determination of responsibility, send a copy of the investigation report to each party and the party's advisor, if any, in an electronic format or hard copy, for their review and written response.
11. Credibility determinations may not be based on a person's status as a complainant, respondent or witness.
12. The investigative report must include the following:
  - a. The identity of the parties;
  - b. The conduct potentially constituting sexual harassment;
  - c. A list of the evidence reviewed; and
  - d. Findings of fact.

### The Formal Decision-Making Process The Decision maker will be the Superintendent of Schools.

1. The Decision-maker be the same person as the Title IX Coordinator or the investigator.
2. Before making a decision, the decision-maker must give each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness. After posing the relevant questions to the party or witness, the decision-maker must provide each party with the answers and allow for additional, limited follow-up questions from each party.
3. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant unless offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's sexual behavior with respect to the respondent and are offered to prove consent.
4. The Decision maker may not require, allow, rely upon or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privileged has waived the privilege.

## **Students**

### **Procedures for Reports and Complaints of Sexual Harassment of Students**

5. If the Decision maker chooses to exclude any requested questions, the decision-maker should explain to the party proposing the questions the decision to exclude a question as not relevant. To the extent that explanation is given verbally, the Decision maker should document the decision in writing.
6. The Decision maker must make a determination regarding whether the respondent is responsible for sexual harassment in violation of Title IX. To reach the determination, the Decision maker must use the preponderance of the evidence standard. This standard is met if there is more than a fifty percent (50%) chance that the respondent is responsible for sexual harassment in violation of Title IX.
7. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
8. The Decision maker must issue a written determination that includes:
  - a. Identification of the allegations potentially constituting sexual harassment;
  - b. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence and hearings held;
  - c. Findings of fact supporting the determination;
  - d. Conclusions regarding the application of the District's code of conduct to the facts;
  - e. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility. The formal report also must include any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant. To the extent that the District does not have permission from the relevant party to reveal the discipline, remedies provided, or other information protected by FERPA, the IDEA, the ADA or other federal law, such portion of the report must be redacted before providing it to the other party.
  - f. The District's appeal procedures and permissible bases for the complainant and respondent to appeal the decision.
9. The written decision must be provided to both parties simultaneously.

## **Students**

### **Procedures for Reports and Complaints of Sexual Harassment of Students**

10. The decision is not considered final until after the date the District provides a written determination of any appeal or the deadline for appeal passes.
11. To the extent that the Decision maker determines that the conduct in question meets the District's criteria for expulsion, the provisions of C.G.S. §10-233d and Board policy must be followed prior to the institution of an expulsion.
12. The Title IX coordinator is responsible for effective implementation of any remedies.
13. Conduct that is not found to rise to the level of a Title IX violation may still constitute prohibited discrimination on the basis of sex or another protected category as defined in federal, state or local law, Board policy or the school's code of conduct. A finding of no responsibility under Title IX does not prohibit the District from investigating and determining that the respondent's conduct violated another provision of Board policy and/or the student code of conduct including but not limited to Board Policies 4118.112/4218.112 (Sexual and Other Unlawful Harassment – Personnel) and 5145.5 (Sexual and Other Unlawful Harassment of Students).

The Formal Appeal Process The Board of Education Student and Personnel Hearing Committee will make the final appeal decision.

Both parties have a right to appeal the determination of responsibility and/or the District's decision to dismiss the formal complaint or any allegations thereon. Appeals are only available on the following bases:

1. Procedural irregularities that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, and that could affect the outcome of the matter; and/or
3. The Title IX Coordinator, investigator(s), or decision maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The appeal Decision maker will not be the same individual as the original Decision maker, the investigator and/or the Title IX Coordinator.

If an appeal is received, the appeal Decision maker will notify the other party in writing.

Before issuing his/her decision, the Decision maker must give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

## **Students**

### **Procedures for Reports and Complaints of Sexual Harassment of Students**

The Decision maker must provide his/her/their written decision simultaneously to both parties. The written decision must describe the results of the appeal and the rationale for the result.

#### **Informal Resolution Process**

After a formal complaint has been filed, the parties may voluntarily agree to participate in the District's informal resolution process. The parties may not be required to participate in the informal resolution process as a condition of continued enrollment or employment or the enjoyment of any right to an investigation and/or adjudication of the formal complaint of sexual harassment.

Prior to participating in any informal resolution process, the parties will be provided with written notice disclosing the following:

1. The allegations;
2. The circumstances under which the informal resolution process would preclude the parties from resuming a formal complaint arising from the same allegations;
3. The right of any party to withdraw from the informal resolution process at any time prior to the parties agreeing to a resolution and to require the resumption of the formal complaint process after such withdrawal; and
4. The consequences resulting from participating in the informal resolution process, including whether records will be maintained or could be shared.

Each party must give written consent to engage in the informal resolution process. Such consent may be withdrawn at any time.

The informal resolution process may not be used to resolve allegations that an employee sexually harassed a student.

The District provides the following types of informal resolution processes:

1. Mediation,
2. An agreement to truncate the steps of the grievance procedure where the parties agree to some or all of the facts.

## **Students**

### **Procedures for Reports and Complaints of Sexual Harassment of Students**

#### **Recordkeeping**

The District must maintain the following records for a minimum of seven years from the end of the grievance process:

1. The records of each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

The District must maintain for a minimum of seven years all materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District will make such training materials publicly available on its website.

#### **Prohibition on Retaliation**

Retaliation against any individual because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing regarding a claimed Title IX violation is prohibited. Retaliation shall include intimidation, threats, coercion or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment if the purpose is to interfere with any right or privilege secured by Title IX.

Complaints of retaliation must be filed through the formal complaint process.

The exercise of rights protected under the First Amendment does not constitute prohibited retaliation.

## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

#### Confidentiality

The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by FERPA or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing or other proceedings arising thereunder.

#### Materially False Statements

A complainant, respondent or witness who is found to have made a materially false statement in bad faith during the grievance process shall be subject to discipline up to and including expulsion from school. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation. A determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

#### Title IX Coordinator

The Title IX Coordinator(s) for the New Milford Board of Education are:

##### STUDENTS:

**Ms. Holly Hollander**

Assistant Superintendent

50 East Street

New Milford, CT 06776

Phone number: 860-354-3235

[hollanderh@newmilfordps.org](mailto:hollanderh@newmilfordps.org)

##### STAFF:

Catherine Gabianelli

Director of Human Resources

50 East Street

New Milford, CT 06776

860-210-2200

[gabianellic@newmilfordps.org](mailto:gabianellic@newmilfordps.org)

#### Publication

A copy of this regulation must be provided to all students, parents or legal guardians of elementary and secondary school students, employees, and all unions holding collective bargaining agreements with the District.

## Students

### Procedures for Reports and Complaints of Sexual Harassment of Students

#### Training

All Title IX coordinators, investigators, decision-makers and any person who facilitates an informal resolution process, will receive training on the definition of sexual harassment in 34 C.F.R. §106.30, the scope of the District's education program or activity, how to conduct an investigation and grievance process including hearings, appeals and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. Decision makers will receive training on issues of relevance of questions and evidence, including when questions and evidence about a complainant's sexual predisposition or prior sexual behaviors are not relevant. Investigators will receive training on issues of relevance to create an investigation report that fairly summarizes relevant evidence.

Legal Reference: 20 U.S.C. § 1681 Title IX of the Education Amendments of 1972  
34 CFR Section 106 Regulations implementing Title IX  
Meritor Savings Bank, FSB v. Vinson, 477 U.S. 57 (1986)

Regulation adopted: August 18, 2020  
Regulation revised: February 23, 2021

NEW MILFORD PUBLIC SCHOOLS  
New Milford, Connecticut

## **Beginning Steps to Adding a New Athletic Program at NMHS**

### **Potential New Sport: Boys' Volleyball**

#### **Demonstrated interest in the new or existing sport or program**

Over the past year, Athletic Director Lipinsky has had several students and a parent reach out about the potential for starting a new boys' volleyball program at NMHS. Mr. Lipinsky would like to send out an interest survey when students return to school in late August/early September to get a better gauge on the level of interest by grade level for a potential boys' volleyball program for the 2022-2023 school year. The results of this survey will be shared with Principal Manka and the Superintendent of Schools.

#### **Availability of local, same-level competition**

Boys' Volleyball is one of the fastest growing sports in the State of Connecticut. A few years ago, there were only 4 schools in the South West Conference (SWC) who had a boys' volleyball program. Going into the 2021-2022 school year, there are now 7 schools in the SWC who have boys' volleyball programs including: Brookfield, Joel Barlow, Kolbe Cathedral, Masuk, Newtown, Oxford, and Pomperaug. Additionally, the neighboring FCIAC conference currently has 13 schools with boys' volleyball programs, and the CCC conference has 14 schools with boys' volleyball programs. Overall, there are 43 schools in the State of CT with a boys' volleyball program.

#### **Sustainability of student participation over time**

With the total male enrollment numbers at NMHS consistently around 650-675 students, we believe that once this program starts, it will be successful and will continue over time. I am not aware of any schools who have started a boys' volleyball program over the last 5-10 years who were not able to sustain that program.

#### **Availability of practice and game facilities and space**

Boys' Volleyball is a CIAC sport that is played in the Spring Season. This would be the only indoor sport played in the Spring Season, so there would be no issues with gym space and/or conflicts with this program and other programs.

#### **Availability of staff, including quality coaches and trainers**

As with all other CIAC sports, the coaches of boys' volleyball would have to possess a CT Coaching Permit, and be certified in CPR/First Aid. In many schools, since the girls' and boys' seasons are separated into the Fall and Spring respectively, the boys' and girls' head coach is the same person. Regardless, it is not anticipated that it will be difficult to find coaches for boys' volleyball.



### **Availability of adequate administrative supervision**

With Golf getting moved to the Fall, if a boys' volleyball program is added to NMHS for the Spring season, there will be the same number of Spring Sports teams as there have been. Athletic Director Lipinsky would oversee the Boys' Volleyball program along with the other Spring Sports.

### **Anticipated costs for coaches, equipment, uniforms, possible travel, competitions, etc.**

The costs for boys' coaches would be consistent with the stipends for the girls' coaches. Currently, the Varsity Coach stipend for volleyball is \$4,846, the JV Coach stipend is \$3,149, and the Freshman Coach Stipend is \$2,424. In year one (2022-2023), we would likely run a JV schedule only to ensure our new program and players are playing at the appropriate level. In year two, we would look to play all 3 levels of Varsity, JV, and Freshman if the interest level and numbers were there. The Boys' and Girls' teams would share equipment from season to season, so there would not be much if any of an increase in equipment costs. We would get basic Home and Away jerseys which I would anticipate costing between \$1,500-\$2,000. If we played a 16 game JV Schedule in year one with 8 away games, the additional travel cost would be approximately \$2,500. Finally, the costs of having 2 referees per game for 8 home JV games in year one would be approximately \$900.

### **Liability and safety risks and projected insurance costs**

Director of Fiscal Services Anthony Giovannone would have this information, but the boys' volleyball program would be covered under the same insurance as all other sports at NMHS.

### **Compliance with Title IX and other applicable state and federal laws**

Currently there is one more female sport offered at NMHS than male sports. With the addition of a boys' volleyball program at NMHS, the opportunities available for male and female student-athletes would continue to be at a point where there are no Title IX issues. Additionally, in the near future, Athletic Director Lipinsky would like to gauge the interest of beginning a stand-alone girls' golf program at NMHS.



# ESSER III BUDGET APPLICATION DRAFT EXPENSES

AGENDA ITEM 6C  
AUGUST 10, 2021 MEETING

Y E A R  1	Type	Description	Salary	Benefits	Professional	Supplies	Capital	TOTAL
	CONTINUATION OF THESE POSITIONS FROM ESSER II  extends these positions for a 2nd year	Interventionist - HPS	\$66,555	\$23,035				\$89,590
		Interventionist - NES	\$66,555	\$23,035				\$89,590
		Interventionist - SNIS	\$66,555	\$23,035				\$89,590
		Coordinator - K-5 Math	\$66,555	\$23,035				\$89,590
		Coordinator - K-5 Literacy	\$66,555	\$23,035				\$89,590
		Coordinator - 6-12 Math	\$66,555	\$23,035				\$89,590
		Coordinator - 6-12 Literacy	\$66,555	\$23,035				\$89,590
		Counselor - HPS/NES	\$66,555	\$23,035				\$89,590
		Counselor - SMS	\$66,555	\$23,035				\$89,590
		Tech Integration Specialist / Remote Learning Coordinator- District	\$66,555	\$23,035				\$89,590
		Tech Integration Specialist / Remote Learning Coordinator- District	\$66,555	\$23,035				\$89,590
		NEW POSITIONS	Coordinator - Career Readiness - District	\$75,000	\$23,035			
	Nurse Supervisor - District				\$82,000			\$82,000
	NEW PROGRAM	SPED Consultation and Child find			\$21,249			\$21,249
	SCHOOL BASED HEALTH CENTERS Phase I	A&E / Design / Admin Costs - 1st phase -2 starting locations - SMS & NES			\$45,000			\$45,000
		Construction Costs - \$20,000 each for 2 starting locations - SMS & NES					\$40,000	\$40,000
		Startup Supplies - \$10,000 each for for 2 starting locations - SMS & NES				\$20,000		\$20,000
		1 Secretary @ each of the 2 starting locations (hired by and paid externally) - SMS & NES	\$43,890	\$14,484				\$58,374
	YEAR 1 SUBTOTALS			\$850,995	\$290,904	\$148,249	\$20,000	\$40,000
Y E A R  2	Type	Description	Salary*	Benefits**	Professional	Supplies	Capital	TOTAL
	CONTINUATION OF THESE POSITIONS FROM ESSER II  extends these positions for a 3rd year	Interventionist - HPS	\$68,552	\$24,371				\$92,923
		Interventionist - NES	\$68,552	\$24,371				\$92,923
		Interventionist - SNIS	\$68,552	\$24,371				\$92,923
		Coordinator - K-5 Math	\$68,552	\$24,371				\$92,923
		Coordinator - K-5 Literacy	\$68,552	\$24,371				\$92,923
		Coordinator - 6-12 Math	\$68,552	\$24,371				\$92,923
		Coordinator - 6-12 Literacy	\$68,552	\$24,371				\$92,923
		Counselor - HPS/NES	\$68,552	\$24,371				\$92,923
		Counselor - SMS	\$68,552	\$24,371				\$92,923
	NEW POSITIONS	Coordinator - Career Readiness - District	\$77,250	\$24,371				\$101,621
		Nurse Supervisor - District			\$82,000			\$82,000
	NEW PROGRAM	SPED Consultation and Child find			\$21,249			\$21,249
	SCHOOL BASED HEALTH CENTERS Phase 2	A&E / Design / Admin Costs - 2nd phase - remaining 3 schools			\$46,400			\$46,400
		Construction Costs - \$20,000 each for remaining 3 schools					\$60,000	\$60,000
		Startup Supplies - \$10,000 each for remaining 3 schools				\$30,000		\$30,000
		1 Secretary @ each of the 2 starting locations continued for another year	\$45,207	\$15,324				\$60,530
YEAR 2 SUBTOTALS			\$739,422	\$259,034	\$149,649	\$30,000	\$60,000	\$1,238,105
GRAND TOTAL			Salary	Benefits	Professional	Supplies	Capital	TOTAL
			\$1,590,417	\$549,938	\$297,898	\$50,000	\$100,000	\$2,588,252

\*INCREASED BY 3.0% OVER SALARY SHOWN IN YEAR 1  
\*INCREASED BY 5.8% OVER BENEFITS SHOWN IN YEAR 1



July 29, 2021

Ms. Alisha DiCorpo  
Superintendent of Schools  
New Milford Public Schools  
50 East Street  
New Milford, CT

Re: Architecture and Engineering Services Proposal  
New School Based Health Centers, All 5 Schools  
S/P+A Project No.21.221

Dear Superintendent DiCorpo:

With reference to our meeting on July 21, 2021, Silver / Petrucelli + Associates is pleased to submit this proposal to assist the New Milford Public Schools (NMPS) with the preparation of schematic designs, construction documents, bid phase and construction administration services to create school-based health centers at all five schools over two construction phases starting this year. Starting with schematic designs, we will prepare layouts for all five schools and generate opinions of probable construction costs to develop total project budgets. Then we will develop construction documents for Schaghticoke Middle and Northville Elementary schools for the first phase, carrying them thru the bidding and construction phases to their completion. After these first two health centers are occupied, the other three schools will be later phased in the same manner as SMS and NES.

We will prepare detailed plans and specifications suitable for competitive bidding. Our architects and MEP/FP engineers, interior designers and specification team will provide all of the services for the projects and that only hazardous material engineering services may be contracted directly by NMPS. Based on our knowledge of the schools and your programmatic needs for the health centers, our services for this project will include:

#### **Schematic Design**

1. We will start the project with a programming walk-thru with the educators to confirm the existing conditions and original floor layouts of the spaces chosen for conversion, while discussing alternative layouts, especially for the exam rooms, sinks and other details. Our engineers will also conduct field checks of their mechanical, electrical and plumbing systems to verify the systems that can remain, those systems the must be removed or modernized and discussing new installations the conform to the proposed layouts at the five health centers.
2. We will enter the existing floor plans and engineering systems into our CAD data files as a baseline for the work and then develop new schematic layouts and propose design solutions for the areas that

we had discussed at the meeting at the schools. With any additional input from educators or staff, we will refine the plans and forward the plan PDFs to you for review, comment and potential revision. We will develop an initial conceptual level order of magnitude estimate for the centers, incorporating any new work and escalating the second phase of schools for their expected construction year. The estimate may help you to choose your priorities, and what meets your budget goals.

3. We'll conduct the necessary code research, and we may develop code modification requests (if necessary) for approval by the local fire marshal or building inspector and subsequently the State Fire Marshal's office. We will prepare the modifications based on our experience with customarily acceptable relief requests, as well as preparing modifications that will provide reasonable life safety while reducing the financial burden of the project.
4. We will revise the schematic plans and scan them to you for a virtual final review and approval. Our schematic documents will include cover sheet, plans, furniture layouts and a selected interior elevation. MEP system changes will be described in the revised estimates that our team will develop or showing graphically major components changes or additions such as HVAC equipment or electrical service changes. We do not anticipate that a second design/review meeting will be necessary.

#### **Construction Documents (in two separate years/phases)**

1. With your approval to proceed, likely augmenting the schematic plan approval with the scope based on the selected 'shopping list' in the estimates, we will now tackle the schools in two distinct phases. We will field investigate the existing conditions at the sites, including existing MEP/FP systems and building conditions that are scheduled to remain or be preserved and which are to be integrated into the health centers' program and design.
2. We will generate the construction document set by completing the code and general information plans, demolition plans, floor plans, enlarged plans, interior elevations and casework drawings, details and schedules as well as plumbing, electrical and mechanical engineering drawings. Specifications for Divisions 1 through 40 will also be further detailed.
3. After our in-house quality review, we will issue a final review set of documents to you for review and comment. We will contact the local building and fire department for their informal plan review process, making adjustments to the plans as reasonably required and coordinating with the local code official's signoffs necessary to obtain permits after bidding. We do not expect that we will be involved with Town Planning and Zoning or other land use agency approvals (as there is no exterior work). With the official's approval, we will edit the final plans and issue the documents, including specifications, for your printing and distribution to potential bidders. We will coordinate our bid preparation efforts with you and the NMPS or Town staff.
4. During the preparation of the construction documents, we will forward progress PDFs regularly to review the details, confirming that all special needs, adaptations, and other conditions are included in the plans. .

#### **Bid Phase Assistance (in two separate years/phases)**

1. As part of these services, we will assist you during the bid period by attending the prebid meeting with interested contractors and respond to contractor's inquiries and requests for additional information or approval of material substitutions.

2. Addenda will be prepared as required to clarify the scope of the work and specifications of material, products and the execution of the work and to make sure that all bidders are informed well and equally.
3. We will review the bid proposals scanned to us, checking the contractor's references and work experience, as well as verifying the completeness of the bid submissions. We will make a recommendation for award and assist with the contract production if you'd like.
4. We will attend Board of Education meetings as required during the award phase to inform the Board of the bidding activity and answer their questions.

**Construction Administration (in two separate years/phases)**

1. We've tailored our construction administration services to meet the project needs, as listed below. We will provide the following services during the construction phase:
  - Three permit set printing, signing and sealing for contractor submission to the Town
  - Attendance at each phase's construction kickoff/organization meeting
  - Shop drawing review and action
  - Contract interpretation and response to inquiries
  - Weekly site visits to meet with the contractor and verify that quality standards are being met and generally conforming to the construction documents (we've anticipated 8 weeks of active phased construction in each of the phases)
  - Change order proposal reviews, negotiations, change order preparation and review
  - Review of payment requisitions and review of contractor's as-builts (which will be transmitted to you)
  - One punch list observation and generation and a final inspection to contract closeout
2. We will review and forward the contractor's closeout documents to you and respond to inquiries regarding the warranties and corrective work required by the contractor during the warranty period.
3. We will attend Board of Education meetings monthly during construction or only as needed to inform the Board of the construction activity and answer their questions.

**Tasks and Reimbursable Expenses Not Included**

The following reimbursable expenses are not included in our fee proposal as the requirement for these services was not specifically requested nor could they be assumed at this stage of the project:

1. Models or large format renderings/graphic work
2. Progress and Bid set printing (PDFs only should be sufficient)
3. Travel beyond the State of Connecticut in connection with the project
4. Commissioning services (for mechanical, electrical or operating systems)
5. Civil or structural engineering services
6. Utility Energy Rebate Engineering services (not likely available for such small scope projects)
7. Hazardous Material Testing or Design Services or Environmental Construction Administration Services
8. Local land use agency application preps or attendance at town agency meetings

### Compensation

Silver Petrucelli & Associates, Inc. lump sum fees are broken into the phases as follows:

	1st Phase <u>2 Schools</u>	2 <sup>nd</sup> Phase <u>3 Schools</u>
Schematic Design Phase (for 5 schools)	\$ 13,900	Done in 1 <sup>st</sup> Phase
Construction Documents:	15,800	\$ 24,200
Bid Phase:	2,200	2,200
Construction Administration:	<u>13,100</u>	<u>20,000</u>
Total:	\$ 45,000	\$ 46,400

Customary reimbursable expenses have been included in our fixed fee, including travel and CAD services. We expect that if any existing plans of the schools are found, they will be made available (as well as any CAD data files), but Silver / Petrucelli + Associates has and will reasonably field verify the basic information required to prepare the documents.

Any additional services that you may require during the project can be compensated on an hourly cost-plus basis, in accordance with the attached "Standard Hourly Rate Schedule". If the scope is well defined, a mutually agreeable fixed fee can be negotiated.

Invoices will be submitted monthly and shall be in proportion to the services provided. Payment is due within 30 days of receipt of invoice, with late charges assessed at the maximum permitted by state law. Our services will be incorporated into the AIA B101 Owner-Architect agreement that we will be glad to prepare for your review if this proposal is acceptable.

### **Project Schedule**

We are prepared to begin the schematic design phase within 2-3 weeks of your execution of our agreement and we will schedule that phase and construction document phase services with you as we start. We appreciate this opportunity to once again work with New Milford Public Schools. Please do not hesitate to contact me should you have any questions regarding this matter.

Sincerely,



Dean A. Petrucelli, AIA  
Principal



## **STANDARD HOURLY RATES**

**2021**

**Personnel**

**Hourly Rate**

Principal/Project Manager	\$206
Principal/Project Architect	\$191
Principal Civil Engineer	\$210
Principal M/E Engineer	\$206
Principal Structural Engineer	\$176
Sr. Structural Project Engineer	\$146
Sr. Project Engineer/Manager	\$179
Civil Engineer	\$146
Architect	\$153
Interior Designer	\$118
Landscape Architect	\$192
Construction Administrator/Building Official/Fire Marshal	\$133
Architectural Designer/Job Captain/Specification Writer	\$128
Project Engineer	\$118
Civil CADD Operator	\$106
Engineering Designer	\$110
Architectural Draftsperson	\$103
Clerical/Word Processing	\$89

**McKESSON***Empowering Healthcare*

Prices reflected may not apply to all ship-to locations and are subject to vendor eligibility requirements and approvals

**Price Quote**

<b>McKesson Medical-Surgical</b>	<b>New Milford</b>
<b>Customer Svc Phone: (800) 866-9243</b>	<b>School Based Health Center</b>
<b>Customer Svc Fax: (800) 955-5062</b>	<b>New Milford, CT</b>
	<b>Account Number: 4094344</b>
	<b>Ship To Number: TBD</b>

Quote Total PO Num Header Comment

\$10,129.96

<u>Item Num</u>	<u>Qty</u>	<u>UOM</u>	<u>Vendor Abbr</u>	<u>Catalog Num</u>	<u>Full Item Desc</u>	<u>Price</u>	<u>Ext Price</u>	<u>Line Comment</u>
633792	1	BT	Mgm60	Q101-16-GCP	Acetaminophen Liq 160mg/5ml Cherry Elx Af 16oz 12/cs	\$5.74	\$5.74	
555686	1	BT	Mgm60	60-101-01	Acetaminophen Tab 325mg 100/bt12bt/cs Mgm60	\$2.01	\$2.01	
728085	1	EA	Mgm122	122-LFC	Adhesive, Liquiband Tissue Flow Sm Tip 0.5ml (12/bx 6bx/cs)	\$25.41	\$25.41	
570560	1	BX	Mckesn	00487950125	Albuterol Sulfate, VI Neb 0.083% 2.5mg/3ml Ud (25/bx)	\$2.49	\$2.49	
549050	1	EA	Mckesn	49348004534	Allergy Rel Diphenhydramine, Liq Sm 12.5mg/5ml Cherry 4oz	\$1.36	\$1.36	
1122471	1	CS	Abtrdx	AFINION2A1C	Analyzer Kit, Afinion 2 Sale Starter D/s	\$3,800.02	\$3,800.02	
742102	1	EA	Mckesn	49348027972	Antifungal Clotrimazole, Crm Sm 1% 1oz Mgm99	\$3.85	\$3.85	
508713	1	BX	Mgm16	24-106-2S	Applicator, Cottontip Str 6" (2/pk 100pk/bx 10bx/ Mgm16	\$5.00	\$5.00	
476637	1	EA	Ambco	1000+P	Audiometer, 1000+oto W/printerambco	\$1,735.89	\$1,735.89	
867537	1	BX	Mgm118	1175	Bacitracin Zinc, Oint .9gm (144/bx 12bx/cs) Mgm118	\$8.64	\$8.64	
223411	1	BX	Mgm144	03-5042	Bag, Biohaz Gset Sl Red 11x14 1-6gl 1.5mil (50/bx) Mgm03	\$6.98	\$6.98	
466872	1	BX	Mgm16	16-4811	Bandage, Adhsv Fabr Strp 1x3 (100/bx 24bx/cs) Mgm16	\$2.41	\$2.41	
466877	1	BX	Mgm16	16-4822	Bandage, Adhsv Shr Spot 1" (100/bx 24bx/cs) Mgm16	\$3.09	\$3.09	
454618	1	BX	Mgm16	16-1033-2	Bandage, Elas Slf-Clsr Prem N/s Lf 2x5yds Mgm16	\$6.63	\$6.63	
454619	1	BX	Mgm16	16-1033-3	Bandage, Elas Slf-Clsr Prem N/s Lf 3x5yds Mgm16	\$8.06	\$8.06	
446051	1	CS	Mgm16	16-4264	Bandage, Gauze Fluff Str 4.5" (100rl/cs)	\$64.29	\$64.29	
761236	1	BX	Mckesn	17238090011	Bioglo, Ophth Test Strip 1mg (100/bx)	\$24.19	\$24.19	
484942	1	BX	Mgm16	24-202	Blade, Tongue Sr 6" N/s Lf (500/bx 10bx/cs) Mgm16	\$7.88	\$7.88	
1065906	1	EA	Fshsci	S66410	Bottle, Wash Labeled	\$5.88	\$5.88	
855128	1	EA	Mgm128	2263	Cabinet, Sharps Lock Wall 5qt (2/cs) Mgm128	\$25.00	\$25.00	
1167506	1	BG	Nbpcmp	XF1003	Cap, Bouffant Spp 10g Wht Clip(100/bg 10bg/cs)	\$11.44	\$11.44	
1106567	1	BT	Mckesn	68180012201	Cephalexin, Cap 500mg (100/bt)	\$6.38	\$6.38	
1038457	1	EA	Mgm74	63-3050	Chart, Eye Test Snellen Lf 20"22"x11" (5/bg)	\$6.23	\$6.23	
572903	1	EA	Mckesn	49348079376	Clotrimazole Vag, Crm 1% 1.5oz9actas	\$4.36	\$4.36	
662160	1	EA	Mckesn	07513753005	Compound W, Spr Freeze Off 8appl 9medth	\$14.56	\$14.56	
476732	1	CS	Mgm16	16-9703	Compress, Cold Inst 6"x9" Lf (24/cs)	\$19.15	\$19.15	
520561	1	CS	Mgm16	16-9706	Compress, Hot Inst 5"x7" Lf (24/cs)	\$16.74	\$16.74	
881399	1	EA	Mgm128	2262	Container, Sharps Red 5qt Horiz (10/bx 2bx/cs) Mgm128	\$4.28	\$4.28	



960304	1	EA	Mgm06	06-R5051-1	Control, Bld Glucose Level 1 True Metrix (1/bx 24bx/cs)	\$5.27	\$5.27
960301	1	EA	Mgm06	06-R5051-2	Control, Bld Glucose Level 2 True Metrix (1/bx 24bx/cs)	\$5.34	\$5.34
960303	1	EA	Mgm06	06-R5051-3	Control, Bld Glucose Level 3 True Metrix (1/bx 24bx/cs)	\$5.27	\$5.27
1141855	1	BX	Abtrdx	1116975	Control, Hba1c Afinion Us (2/bx)	\$55.73	\$55.73
976927	1	BX	Mgm121	121-011	Control, Urine Dropper Lev1&2 10ml (6/bx 10bx/cs) Mgm121	\$86.49	\$86.49
861122	1	EA	Hopkin	530380	Cooler, Bio Transport 9"x7"x5.5"	\$14.91	\$14.91
997485	1	BG	Mckesn	49348098844	Cough, Loz Honey Lemon Sm 7.5mg (30/bg)	\$0.79	\$0.79
1167509	1	BG	Nbpcmp	XF2003	Cover, Shoe Spp 35g Blu (100/bg 10bg/cs)	\$14.45	\$14.45
1127769	1	SL	Mgm16	16-PDC5	Cup, Drinking Translucent Pp 5oz (100/sl 20sl/cs)	\$1.55	\$1.55
911820	1	BX	Mgm16	531	Curette, Ear Oval Wht 4mm (50/bx 10bx/cs) Mgm16	\$10.71	\$10.71
1188597	1	EA	Mgm156	156-4L	Diagnostic System, Led Opht/oto/bp/thermometer W/access	\$1,400.00	\$1,400.00
1088663	1	BX	Mgm16	16-4272	Dressing, Wound Adh Str 2"x3" (100/bx 24bx/cs)	\$9.14	\$9.14
1086175	1	BX	Mgm16	16-4273	Dressing, Wound Adh Str 3"x4" (100/bx 12bx/cs)	\$8.42	\$8.42
1078493	1	EA	Medpro	19825	Eye Wash Station Double 16oz	\$29.87	\$29.87
765874	1	BX	Mgm14	14-6974C	Glove, Exam Ntrl Sm N/s Chemo 3.5c (200/bx 10bx/cs)	\$32.35	\$32.35
1167169	1	BG	Nbpcmp	XF3019	Gown, Isolation Spp Blu Sewing25g (10/bg 10bg/cs)	\$19.28	\$19.28
779121	1	EA	Mckesn	45802000403	Hydrocortisone, Crm 2.5% 28gm (1/ea)	\$1.71	\$1.71
142779	1	EA	Mgm23	23-D0012	Hydrogen Peroxide, 3% 16oz (12/cs) Mgm23	\$0.76	\$0.76
710838	1	EA	Mckesn	49348022937	Ibuprofen, Oral Suspension Berry Sm Child 100mg/5ml 8oz	\$6.92	\$6.92
555683	1	BT	Mgm60	60-941-01	Ibuprofen, Tab 200mg (100/bt 12bt/cs) Mgm60	\$2.05	\$2.05
840311	1	BX	Mgm16	16-PBSL28G	Lancet, Push-Button Sfty 28g Ndl (100/bx 20bx/cs)	\$7.50	\$7.50
1123949	1	EA	Mckesn	49348081845	Loratadine, Tab 10mg Sm (30/bt)	\$1.65	\$1.65
1166973	1	BX	Mgm16	604-006807	Mask, Proc Loops Astm1 (50/bx 20bx/cs)	\$12.07	\$12.07
960302	1	EA	Mgm06	06-RE4051P-00	Meter Only, Bld Gluc Truemetrix Pro Multi Pt(1/bx 6bx/cs)	\$0.01	\$0.01
940568	1	EA	Mckesn	49348002827	Nasal Decongestant, Spr 1oz	\$1.59	\$1.59
1099179	1	EA	Mgm16	16-3655LT	Nebulizer, Compressor (6/cs)	\$21.43	\$21.43
699689	1	EA	Mgm16	16-93651	Oximeter, Pulse Finger (6/cs) Mgm16	\$43.30	\$43.30
191089	1	BX	Mgm16	58-204	Pad, Alcohol Prep Str Med (200/bx 20bx/cs)	\$1.52	\$1.52
180612	1	CS	Mgm18	18-914	Paper, Table Smooth Econ Wht 21"x225' (12rl/cs) Mgm18	\$29.13	\$29.13
830603	1	EA	Mckesn	59310057922	Proair, Hfa Aer W/counter 90mcg 8.5gm (1/ea)	\$0.12	\$0.12
1076629	1	EA	Undstr	AVA-RA31B3S	Refrigerator,3.1 Cf,bk	\$647.33	\$647.33
937918	1	EA	Mgm53	53-27037-18	Sanitizer, Hand Aloe W/pump 18oz (12/cs) Mgm53	\$5.32	\$5.32
938698	1	EA	Pelstr	895KLT	Scale, Digital Floor Talking Bilingual 550lb Cap	\$92.44	\$92.44
487480	1	EA	Mgm43	43-2-231	Scissor, Lister Bandage Og 5 1/2" Mgm43	\$5.71	\$5.71
201055	1	CS	Mgm18	18-10824	Sheet, Drape 2ply Econ Wht 40x48 (100/cs) Mgm18	\$13.51	\$13.51
1052254	1	EA	Mgm16	16-2291	Shield, Eye Plas Glasses Ns (25/bx 4bx/cs)	\$2.44	\$2.44
772577	1	EA	Mckesn	67877012420	Silvadene, Ssd Crm 1% 20gm Tu 9acd1b	\$0.91	\$0.91
937908	1	EA	Mgm53	53-28087-18	Soap, Antimicro Lotion Aloe W/pump 18oz (12/cs)	\$5.32	\$5.32
853625	2	EA	Medpro	21511	Solution, Eyewash 16oz Medpro	\$6.19	\$12.38
373776	1	BX	Mgm16	33122000	Sponge, Gauze 12ply N/s 3"x3" (200/bx)	\$2.80	\$2.80
440028	1	BG	Mgm16	44082000	Sponge, Gauze 8ply N/s 4"x4" (200/bg)	\$4.99	\$4.99

363744	1	EA	Mgm01	01-670BKGM	Stethoscope, Dual Head Blk Mgm01	\$4.73	\$4.73
800997	1	CT	Mckesn	49348095344	Stomach Relief, Tab Sm Chew Reg 262mg (30/ct) Mgm99	\$1.45	\$1.45
407339	1	EA	Mgm81	81-11200	Stool, Step 8 3/4" Mgm81	\$36.21	\$36.21
1092031	1	EA	Midmrk	204-011	Table, Exam Ritter Base Only Fixed Height 500lbs F/204 Model	\$963.31	\$963.31
455534	1	BX	Mgm16	16-47110	Tape, Adhsv Cloth Silk Lf 1"x10yd (12rl/bx) Mgm16	\$9.13	\$9.13
481650	1	EA	Mgm74	63-4414	Tape, Measure Retr Linen 72" Lf (6/bx) Mgm63	\$2.84	\$2.84
1139481	1	BX	Abtrdx	1116974	Test Kit, Hba1c Hemoglobin Afinion Glyctd (15tst/bx)	\$139.31	\$139.31
960298	1	BX	Mgm06	06-R3051P-05	Test Strip, Bld Gluc Truemetrix Pro Multi Pt (50/bx 24bx/cs)	\$14.00	\$14.00
822793	1	EA	Pantek	13201966	Thermometer, Refrigerator/freezer Durac Fshsci	\$14.65	\$14.65
563626	1	EA	Mgm74	63-4452	Timer, Digital Mgm63	\$11.63	\$11.63
1040596	1	CS	Mgm16	165-FT100	Tissue, Facial Flat Box 2ply Wht 8.37"x8.07" (100/bx 30bx/cs)	\$19.20	\$19.20
1090185	1	EA	Midmrk	002-10137-855	Top, Uphol Soft Touch F/204 Exam Table Soothing Blu 28"	\$304.90	\$304.90
464713	1	EA	Mgm16	16-6334	Tourniquet, Lf 18"x1" (250/bx 4bx/cs) Mgm16	\$0.18	\$0.18
670150	1	BX	Dynrex	1303	Towelette, Antisep Bzk (100/bx10bx/cs) Dynrex	\$2.16	\$2.16
866201	1	BT	Mckesn	00135017803	Tums, E-X Tab Chew Berry Astd (96/bt)	\$7.31	\$7.31
863393	1	EA	Gf	1783	Tweezer, Fine Tip Grafc	\$1.83	\$1.83
804314	1	VL	Mgm121	121-10SG	Urine Test Strip, 10sg Consultf/121-1 20analyz (100/vl)	\$25.79	\$25.79
1068695	1	BG	Mgm140	140-2	Washer, Ear Flex Tu 3tip W/bag/label (10bg/cs)	\$35.28	\$35.28
553992	1	EA	Mgm81	81-35271	Wastecan, Step-On Sq Mtl Bge 20qt	\$68.33	\$68.33
880563	1	BX	Mgm16	50-66160	Wipe, Germicide Lg 6"x6.75" (160/bx 12bx/cs) Mgm16	\$5.30	\$5.30
1159154	1	EA	Mgm155	155-79-87083	Wrist Splint, Elas Lt Sm 7"	\$5.99	\$5.99
1159153	1	EA	Mgm155	155-79-87073	Wrist Splint, Elas Rt Sm 7"	\$5.99	\$5.99

**New Milford Public Schools**  
**Facilities Department**  
**386 Danbury Road**  
**New Milford, CT 06776**  
**(860) 354-6265**  
**FAX (860) 210-2233**

To: Alisha DiCorpo, Superintendent  
From: Nestor Aparicio, Interim Facilities Director  
Date: 7/30/2021  
Re: ESG/NV5 Solar Update

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On July 28th, I received an e-mail from Mike Fitzgerald from ESG letting us know that the new ZRECs (Zero mission Renewable Energy Credit) for solar panels were awarded. In the latest round, ZRECs were awarded to NMHS, NES and SMS. As you may remember, previous ZRECs were awarded to HPS and SNIS.

As we reported last month, ESG distributed a project schedule to the BOE and the Town of New Milford. The addition of solar panels to NMHS, NES and SMS roofs will be an extension to the original project schedule that was given to us last month. ESG has been notified about the upcoming NMHS roof project and also a possible NES roof project down the road.