

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

I. Call to Order

II. Pledge of Allegiance

III. Public Comment

IV. Reports and Communications

A. Correspondence

B. Consent Agenda

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

C. Budget and Expense Report

D. Plainfield Board of Education Liaison

E. Personnel - Resignation/Retirement

New Hire - Allison Young - Paraeducator

V. Unfinished Business

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

VI. New Business

- A. Review, discussion, and possible approval of the SEA MOA.
- B. Review, discussion, and possible approval of the Board Meeting dates for 2025.

C. Policy - 1st Reading

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

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

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

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

P5114 - Students - Suspension and Expulsion/Due Process

R5114 - Students - Suspension and Expulsion/Due Process

VII. Committee Updates

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

VIII. Recommendations, Questions and/or Comments

IX. Public Comment

X. Executive Session

- A. Director of Student Services Contract

XI. Adjournment

DRAFT MINUTES

**Sterling Board of Education
Minutes of the Regular Meeting
October 16, 2024
Community Room - 6:00pm
“EXCELLENCE WITH KINDNESS”**

I. Call to Order

Meeting was called to order by Courtney Langlois, Board Chair at 6:00pm

Present at the meeting were Jennifer Mossner, Vice Chair; Dorothy Capobianco, Treasure; Victoria Robinson-Lewis, Vice Treasurer; John Brady, Board Member

Arrived at 6:30pm: Catherine Malo, Board Member

Also present were Theodore Friend, Superintendent; Heather Nickerson, Principal; Laura Smith, Clinical Supervisor; Sara Howley, Business Manager; Christine Chandler, Board Clerk

II. Pledge of Allegiance

III. Public Comment

As no one came forward, the Chair moved on to the next item on the agenda.

IV. Reports and Communications

A. Correspondence

B. Consent Agenda

1. Minutes of Meeting September 18, 2024
2. Superintendent's Report
3. Special Education Director's Report
4. Principal's Report
5. Clinical Supervisor's Report
6. Monthly Check Register

- A motion was made by V. Robinson-Lewis and seconded by J. Brady to approve the consent agenda as presented.
 - Vote: All in favor (5)
 - Motion: Passed

C. Budget and Expense Report

S. Howley gave a budget update and noted that she will continue to watch the Maintenance Repair Costs line and High School Tuition Costs line. She also made the Board aware that the Town Treasurer was working on scheduling the annual audit.

- A motion was made by V. Robinson-Lewis and seconded by J. Mossner to approve the Budget and Expense Report as presented.
 - Vote: All in favor (5)
 - Motion: Passed

D. Plainfield Board of Education Liaison

C. Langlois attended the Plainfield Board of Education meeting. She noted the following items from the meeting.

- Plainfield's Central Office has moved to Shepard Hill
- There wasn't a Sterling Student Representative on the Board
 - D. Capobianco is going to call the high school
- They are planning Homecoming
- That there was a positive start to the school year
- They noted that the Budget is tight
- There were several resignations and new hires
- They are short staff
- All students are eligible for free breakfast for the remainder of the school year

E. Personnel - Resignation/Retirement

Kristen Cavaliere - Director of Student Services - Resignation

- A motion was made by V. Robinson-Lewis and seconded by J. Brady to accept the resignation of Kristen Cavaliere.
 - Vote: All in favor (5)
 - Motion: Passed

V. Unfinished Business

As there was no Unfinished Business, the chair moved to the next item on the agenda

VI. New Business

- a. Review, discussion, and possible approval of Theodore Friend's 2024/2025 Goals.
 - i. Mr. Friend reviewed his 2024/2025 Goals with the Board.

- A motion was made by V. Robinson-Lewis and seconded by D. Capobianco to approve Theodore Friend's 2024/2025 Goals.
 - Vote: All in favor (5)
 - Motion: Passed

6:30pm

- Presentation by Erik Nelson from Silber Brook Energy about the Eversource NRES incentive that is available to the school.
 - Erik Nelson presented the information about an incentive program available from Eversource to the school. V. Robinson-Lewis will be doing some research to bring back to the Board.

VII. Committee Updates

- Policy - Meeting is set for November
- Budget - In December we will have a Budget Sub-Committee Meeting
- Negotiations - Will be discussed in Executive Session

VIII. Recommendations, Questions and/or Comments

As there were no Recommendations, Questions and/or Comments the Chair moved to the next agenda item.

IX. Public Comment

As there were no speakers at this time, the Chair moved to the next agenda item.

X. Executive Session

- Contract Negotiations - Sterling Education Association (SEA)
- Director of Student Services Position
- Theodore Friend, Superintendent's Contract - MOA
- Sterling Education Association - MOA

- A motion was made by V. Robinson-Lewis and seconded by C. Malo to enter into Executive Session to discuss SEA Contract Negotiations, the Director of Student Services Position, MOA to Theodore Friend's Contract, and a SEA MOA and to invite T. Friend and S. Howley.
 - Vote: All in favor (6)
 - Motion: Passed

Entered Executive Session at: 7:05pm

Exited Executive Session at: 7:40pm

- A motion was made by J. Brady and seconded by C. Malo to Ratify the Collective Bargaining agreement between the Sterling Board of Education and the Sterling Education Association.
 - Vote: All in favor (6)
 - Motion: Passed

- A motion was made by V. Robinson-Lewis and seconded by J. Mossner to approve the Memorandum of Agreement for the Superintendent to also serve as the Director of Student Services with compensation of \$15,000 to be paid in three (3) \$5000 stipends at the end of each trimester.
 - Vote: All in favor (6)
 - Motion: Passed

XI. Adjournment

- A motion was made by V. Robinson-Lewis and seconded by C. Malo to adjourn the meeting.
 - Vote: All (6) in favor
 - Motion: Passed
 - Meeting adjourned at 7:41pm

Superintendent's Report

November 20, 2024

Superintendent's Meeting

I attended the URSA/NASA meeting on November 7, 2024 with area Superintendents.

Town of Sterling

I continue to work with Link Cooper to share our technology department staff with the town hall.

Budget

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

Special Services

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

Technology Department

New Domain

Our school website has been changed from sterlingpsct.gov from sterlingschool.org. The existing domain (sterlingschool.org) will redirect automatically.

Cybersecurity Pilot Program

We have completed and filed our grant application for the Cybersecurity Pilot Program under the Town of Sterling. We have determined the best option for the school and town would be to purchase an updated AV (Anti-virus) solution with included ransomware protection and a 24/7 SOC (Security Operations Center). The Cybersecurity Pilot Program follows E-Rate, meaning we will receive a 70% discount on services up to \$30,000, if approved.

New Technology Systems

Two new systems have been implemented which are open source and free to use, which replace existing paid systems. We will save approximately \$2,500 per year with these changes. The software which was replaced includes our Helpdesk and our Chromebook Inventory & Repair System.

Maintenance Department

Electric rate was going to increase to \$0.149 KWH with our current rate expiring with Major Energy. We are now approved to be locked in at a new rate of \$0.108 with Town Square Energy pending a start date from Eversource. We may have one month of the \$0.149 rate due to the amount of time it takes to get the new rate in place. We expect this to go into effect on our next billing cycle.

Special Services Report		BOE Meeting: November 20, 2024	Statistics as of October 31, 2024
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Student Count by Location, at the END of:	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May
Sterling Community School PrK-8th IEPs	66	59	57	58	59							
Sterling Community School PrK-8th 504s	24	16	17	17	18							
High School IEPs (Magnet: ACT, QMC, Killingly Vo Ag: Plainfield; STEM)	26	28	28	28	26							
High School 504's (Magnet: ACT, QMC, Killingly Vo Ag: Plainfield; STEM)	21	20	20	20	20							
Out of District-Special Tuition	10	12	12	11	14							
Total Students with IEPs	102	99	97	97	99							
Total Students with 504s	45	36	37	37	38							

Principal's Report November 20, 2024

SCS Advancement Plan - Goal #3

- PDEC
 - Personal Learning opportunities
 - Teachers have the option during PD days to request personal PD opportunities
 - Sterling Educator Evaluation and Support Plan
 - Informal Observations of 5-10 minutes are underway
 - Observations of Professional Practice which include a pre / post meeting are being scheduled
 - Coaching Opportunities
 - Math Coach - November 1st
 - worked with whole group in the morning
 - Small group / grade levels + support staff in the afternoon
 - Eastconn consultant
 - working with our 6 / 7 / 8 teams and reviewing student work
 - Coaching / modeling to increase rigor in lessons
 - HMH (Into Reading)
 - Coachly Support to grade levels implementing reading series
 - Two 6 hour sessions during professional development scheduled, positive feedback for one in October and another scheduled for March
- Attendance
 - Continue daily absence calls
 - Letters updated to include reasons for all absences at 4+ and 9+ absences to provide clarity for families
- Family Involvement
 - First Grade families were invited in for our Math Mania where students shared different card games with their families and a packet of activities went home with them
 - Family Friday for Kindergarten is scheduled for November 15th

SCS Advancement Plan - Goal # 6

- Social Emotional Team Meeting
 - Shared out wellness calendar
- Academic Team Meeting
 - Reviewed MTSS sheets to be updated with current information
 - Reviewed school-wide benchmark data
 - Discussed data team meetings

Fall Updates:

- Soccer team ended the season in 2nd place, congratulations for an excellent season
- Veterans Day was a great experience for all, over 20 presenters and a Dive team from New London provided lots of information and answered our students' questions throughout the day

Clinical/Behavioral Report November 20, 2024

To: Sterling Board of Education
From: Laura Smith, Clinical Supervisor/Social Worker
Date: November 20, 2024
Subj: Clinical/Behavioral Report

Community (Strategic Plan Goal 5 & 6)

- Social Emotional Learning (SEL)- SELweb Fall 2024 assessment is complete. The data is being analyzed and will be used by teachers to inform their SEL instruction, and connect to needed resources.
- Collaboration with the Department of Children and Families liaisons, and other outside mental health resources to support children and families in need in our school community. Meet and plan with parents to connect with needed mental health resources for their children and families. Mental Health Task Force Meeting 11/15.
- Attendance Team meetings to increase student attendance and engage and plan with families to identify strategies to reduce barriers to school attendance.
- Collaboration with regional McKinney-Vento liaisons, our Transportation Director and other outside resources to support students and families experiencing homelessness in our school district. Upcoming McKinney-Vento Liaison Team Meeting 12/11/24.
- Weekly team meetings -Collaboration, planning, and response with tiered teams to support PBIS, SEL, and Restorative Practices integration path. Behavior data team review and action planning.
- Behavioral data 2024-2025:

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

- LPC Grant 2024-2025 -The LPC Grant application has been approved, and we received the funding. Upcoming Regional Prevention Team meeting 12/5/24.
- NJHS Collaboration supporting Socktober and the annual Hunger Games Food Drive to support Project PIN Food Pantry.

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

- PDEC - Informal classroom observations are underway supporting Tier 1 transitions, routines, and SEL/PBIS implementation. Observations of Professional Practice and pre/post meetings are being scheduled.
- Professional Development -10/25 & 11/1 which included opportunities to participate in personal learning PD, and coaching opportunities.

Sterling Board of Education

Reprint Check Listing

Fiscal Year: 2024-2025

Criteria:

Bank Account: BOE - Bank Hometown 490404101

From Date: 10/01/2024

To Date: 10/31/2024

From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
200581	10/01/2024	AFLAC NEW YORK	\$434.18	1021	Printed	Expense	☐		
200582	10/01/2024	ALLSTATE	\$52.84	1021	Printed	Expense	☐		
200583	10/01/2024	AMAZON	\$603.72	1021	Printed	Expense	☐		
200584	10/01/2024	AMERIPRISE FINANCIAL SERVICES, INC	\$342.00	1021	Printed	Expense	☐		
200585	10/01/2024	ANTHEM BLUE CROSS/BLUE SHIELD	\$95,143.06	1021	Printed	Expense	☐		
200586	10/01/2024	AXA EQUITABLE	\$1,724.65	1021	Printed	Expense	☐		
200587	10/01/2024	CDW GOVERNMENT INC	\$255.90	1021	Printed	Expense	☐		
200588	10/01/2024	CHLIC.	\$3,837.29	1021	Printed	Expense	☐		
200589	10/01/2024	DIME OIL COMPANY	\$1,921.63	1021	Printed	Expense	☐		
200590	10/01/2024	EASTCONN	\$75,260.00	1021	Printed	Expense	☐		
200591	10/01/2024	EDWARD A WILLIAMS	\$520.00	1021	Printed	Expense	☐		
200592	10/01/2024	HORACE MANN LIFE INSURANCE COMPANY	\$1,841.42	1021	Printed	Expense	☐		
200593	10/01/2024	JENNY DUCHARME	\$61.01	1021	Printed	Expense	☐		
200594	10/01/2024	METLIFE 0837050	\$373.83	1021	Printed	Expense	☐		
200595	10/01/2024	MILLENNIUM ELECTRIC LLC	\$1,899.00	1021	Printed	Expense	☐		
200596	10/01/2024	OTIS ELEVATOR COMPANY	\$834.26	1021	Printed	Expense	☐		
200597	10/01/2024	READ NATURALLY	\$920.00	1021	Printed	Expense	☐		
200598	10/01/2024	RICOH USA, INC	\$132.23	1021	Printed	Expense	☐		
200599	10/01/2024	SMARTPASS INC	\$200.57	1021	Printed	Expense	☐		
200600	10/01/2024	SOCIAL THINKING	\$44.18	1021	Printed	Expense	☐		
200601	10/01/2024	SPECIAL ACCT EXCEL BENE OF CUSTOMERS	\$2,926.57	1021	Printed	Expense	☐		

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Fiscal Year: 2024-2025

Criteria:

Bank Account: BOE - Bank Hometown 490404101

From Date: 10/01/2024

To Date: 10/31/2024

From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
200602	10/01/2024	STERLING EDUCATION ASSOCIATION	\$2,665.60	1021	Printed	Expense	☐		
200603	10/01/2024	SULLIVAN TIRE	\$2,794.52	1021	Printed	Expense	☐		
200604	10/01/2024	THE LIGHTHOUSE	\$34,720.50	1021	Printed	Expense	☐		
200605	10/01/2024	UPSEU 05745	\$722.64	1021	Printed	Expense	☐		
200606	10/01/2024	US BANK VOYAGER FLEET SYS	\$2,600.66	1021	Printed	Expense	☐		
200607	10/01/2024	Wipebook Corp	\$476.94	1021	Printed	Expense	☐		
200608	10/08/2024	AG PARTS EDUCATION	\$199.00	1027	Printed	Expense	☐		
200609	10/08/2024	AMAZON	\$294.78	1027	Printed	Expense	☐		
200610	10/08/2024	American Rides Livery Service, LLC	\$3,570.00	1027	Printed	Expense	☐		
200611	10/08/2024	ANDERSON MOTORS, INC.	\$844.65	1027	Printed	Expense	☐		
200612	10/08/2024	ANTHEM LIFE INSURANCE CO	\$470.34	1027	Printed	Expense	☐		
200613	10/08/2024	BREEZELINE	\$787.98	1027	Printed	Expense	☐		
200614	10/08/2024	CLEAN FOCUS DEVELOPMENT LLC	\$2,257.07	1027	Printed	Expense	☐		
200615	10/08/2024	GRANITE CITY ELECTRIC SUPPLY	\$383.85	1027	Printed	Expense	☐		
200616	10/08/2024	HARMONY HILL SCHOOL	\$6,577.60	1027	Printed	Expense	☐		
200617	10/08/2024	LIFESPAN SCHOOL SOLUTIONS INC	\$12,280.00	1027	Printed	Expense	☐		
200618	10/08/2024	NCS PEARSON	\$1,178.45	1027	Printed	Expense	☐		
200619	10/08/2024	NEURO DEVELOPMENT OF WORDS LLC	\$1,785.00	1027	Printed	Expense	☐		
200620	10/08/2024	NHTM	\$225.00	1027	Printed	Expense	☐		
200621	10/08/2024	RICOH USA, INC	\$735.41	1027	Printed	Expense	☐		
200622	10/08/2024	SHARP TRAINING INC	\$6,958.00	1027	Printed	Expense	☐		
200623	10/08/2024	SIEMENS INDUSTRY INC	\$3,019.48	1027	Printed	Expense	☐		

Sterling Board of Education

Reprint Check Listing

Fiscal Year: 2024-2025

Criteria:

Bank Account: BOE - Bank Hometown 490404101

From Date: 10/01/2024

To Date: 10/31/2024

From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
200624	10/08/2024	TETREAUULT, CARRIE L	\$295.00	1027	Printed	Expense	☐		
200625	10/08/2024	THE AMERICAN SCHOOL FOR THE DEAF	\$20,845.01	1027	Printed	Expense	☐		
200626	10/08/2024	THOMPSON, GARY	\$125.00	1027	Printed	Expense	☐		
200627	10/08/2024	VANDI AUTO SUPPLY	\$541.61	1027	Printed	Expense	☐		
200628	10/08/2024	VoIP Supply, LLC	\$432.97	1027	Printed	Expense	☐		
200629	10/17/2024	ADVANCED LOCK & SECURITY CO	\$145.00	1030	Printed	Expense	☐		
200630	10/17/2024	AMAZON	\$691.87	1030	Printed	Expense	☐		
200631	10/17/2024	ASHLEY HOLMBERG	\$2,952.00	1030	Printed	Expense	☐		
200632	10/17/2024	BRAINSRING	\$421.89	1030	Printed	Expense	☐		
200633	10/17/2024	CASELLA WASTE	\$620.55	1030	Printed	Expense	☐		
200634	10/17/2024	CDW GOVERNMENT INC	\$2,500.00	1030	Printed	Expense	☐		
200635	10/17/2024	DIME OIL COMPANY	\$1,964.31	1030	Printed	Expense	☐		
200636	10/17/2024	EASTCONN	\$87,513.50	1030	Printed	Expense	☐		
200637	10/17/2024	Generation Esports	\$200.00	1030	Printed	Expense	☐		
200638	10/17/2024	HORACE MANN LIFE INSURANCE COMPANY	\$1,841.42	1030	Printed	Expense	☐		
200639	10/17/2024	MACGILL DISCOUNT MEDICAL SUPPLIES	\$121.51	1030	Printed	Expense	☐		
200640	10/17/2024	MILLENNIUM ELECTRIC LLC	\$3,265.00	1030	Printed	Expense	☐		
200641	10/17/2024	NEW ENGLAND SERVICE & CONTROLS	\$1,750.00	1030	Printed	Expense	☐		
200642	10/17/2024	NEW ENGLAND TRANSIT	\$350.05	1030	Printed	Expense	☐		
200643	10/17/2024	NHTM	\$225.00	1030	Printed	Expense	☐		
200644	10/17/2024	PMT ASSOCIATES INC	\$760.00	1030	Printed	Expense	☐		
200645	10/17/2024	RICOH USA, INC	\$738.02	1030	Printed	Expense	☐		

Sterling Board of Education

Reprint Check Listing

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To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
200646	10/17/2024	THE AMERICAN SCHOOL FOR THE DEAF	\$459.00	1030	Printed	Expense	☐		
200647	10/17/2024	VANDI AUTO SUPPLY	\$735.96	1030	Printed	Expense	☐		
200648	10/17/2024	VERIZON WIRELESS	\$355.44	1030	Printed	Expense	☐		
200649	10/17/2024	W B MASON CO INC	\$7.98	1030	Printed	Expense	☐		
200650	10/25/2024	AFLAC NEW YORK	\$876.26	1033	Printed	Expense	☐		
200651	10/25/2024	ALLSTATE	\$52.84	1033	Printed	Expense	☐		
200652	10/25/2024	AMAZON	\$55.93	1033	Printed	Expense	☐		
200653	10/25/2024	AMERIPRISE FINANCIAL SERVICES, INC	\$342.00	1033	Printed	Expense	☐		
200654	10/25/2024	ANDERSON MOTORS, INC.	\$25.19	1033	Printed	Expense	☐		
200655	10/25/2024	ANTHEM BLUE CROSS/BLUE SHIELD	\$82,468.33	1033	Printed	Expense	☐		
200656	10/25/2024	AXA EQUITABLE	\$1,720.18	1033	Printed	Expense	☐		
200657	10/25/2024	DIME OIL COMPANY	\$2,021.23	1033	Printed	Expense	☐		
200658	10/25/2024	EASTCONN	\$23,750.00	1033	Printed	Expense	☐		
200659	10/25/2024	EVERSOURCE	\$6,639.20	1033	Printed	Expense	☐		
200660	10/25/2024	HORACE MANN LIFE INSURANCE COMPANY	\$1,841.42	1033	Printed	Expense	☐		
200661	10/25/2024	HORIZONS, INC	\$14,112.29	1033	Printed	Expense	☐		
200662	10/25/2024	JONATHAN L FAUXBEL	\$125.00	1033	Printed	Expense	☐		
200663	10/25/2024	METLIFE 0837050	\$263.83	1033	Printed	Expense	☐		
200664	10/25/2024	NEW ENGLAND TRANSIT	\$116.84	1033	Printed	Expense	☐		
200665	10/25/2024	PETER VITALE	\$125.00	1033	Printed	Expense	☐		
200666	10/25/2024	SERVICE MANAGEMENT GROUP LLC	\$28,070.00	1033	Printed	Expense	☐		

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Reprint Check Listing

Fiscal Year: 2024-2025

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From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
200667	10/25/2024	SPECIAL ACCT EXCEL BENE OF CUSTOMERS	\$2,926.57	1033	Printed	Expense	☐		
200668	10/25/2024	STERLING EDUCATION ASSOCIATION	\$2,665.60	1033	Printed	Expense	☐		
200669	10/25/2024	SULLIVAN TIRE	\$1,508.00	1033	Printed	Expense	☐		
200670	10/25/2024	THE AMERICAN SCHOOL FOR THE DEAF	\$6,014.26	1033	Printed	Expense	☐		
200671	10/25/2024	THE LIGHTHOUSE	\$25,438.20	1033	Printed	Expense	☐		
200672	10/25/2024	UPSEU 05745	\$704.26	1033	Printed	Expense	☐		

Total Amount: \$606,596.33

End of Report

Sterling Board of Education

Budget and Expenses - BOE

From Date: 10/1/2024

To Date: 10/31/2024

Fiscal Year: 2024-2025

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
A.1000.111.01.000.00.71	Certified Personnel	\$1,646,669.00	\$145,832.72	\$472,599.85	\$1,174,069.15	\$0.00	\$1,174,069.15	71.30%
A.1000.111.03.000.00.71	Certified Substitutes	\$50,000.00	\$5,525.00	\$9,875.00	\$40,125.00	\$0.00	\$40,125.00	80.25%
A.1000.112.01.000.00.71	Non Certified Personnel	\$91,755.00	\$8,979.45	\$13,192.88	\$78,562.12	\$0.00	\$78,562.12	85.62%
A.1000.210.00.000.00.71	E/B Insurance	\$415,000.00	\$94,638.53	\$193,958.09	\$221,041.91	\$482,851.75	(\$261,809.84)	-63.09%
A.1000.220.00.000.00.70	E/B FICA/Medicare	\$34,721.00	\$2,939.29	\$8,360.02	\$26,360.98	\$0.00	\$26,360.98	75.92%
A.1000.240.00.000.00.71	E/B Other (Course Reim)	\$6,000.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	100.00%
A.1000.320.01.000.00.71	Professional Development - Cer	\$15,000.00	\$225.00	\$673.00	\$14,327.00	\$115.00	\$14,212.00	94.75%
A.1000.330.01.106.00.71	Music Professional Services	\$500.00	\$520.00	\$520.00	(\$20.00)	\$0.00	(\$20.00)	-4.00%
A.1000.590.00.000.00.71	Printing	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
A.1000.611.00.101.00.71	Language Arts Instructional Su	\$200.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00	100.00%
A.1000.611.01.000.00.71	Instructional Supplies	\$10,000.00	\$577.97	\$943.98	\$9,056.02	\$0.00	\$9,056.02	90.56%
A.1000.611.01.102.00.71	Math Instructional Supplies	\$1,000.00	\$0.00	\$106.32	\$893.68	\$0.00	\$893.68	89.37%
A.1000.611.01.105.00.71	Art Instructional Supplies	\$1,800.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00	100.00%
A.1000.611.01.106.00.71	Music Instructional Supplies	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%
A.1000.611.01.107.00.71	Health Instructional Supplies	\$200.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00	100.00%
A.1000.611.01.108.00.71	PE Instructional Supplies	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
A.1000.611.01.109.00.71	World Language Instructional S	\$500.00	\$0.00	\$329.00	\$171.00	\$0.00	\$171.00	34.20%
A.1000.641.01.000.00.71	Textbooks	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%
A.1000.642.01.000.00.71	Consumable Workbooks	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
A.1000.642.01.102.00.71	Math Consumable Workbooks	\$3,000.00	\$0.00	\$1,325.12	\$1,674.88	\$0.00	\$1,674.88	55.83%
A.1000.650.00.000.00.71	Educational Software Licenses/	\$33,990.00	\$1,120.57	\$1,795.57	\$32,194.43	\$21,409.19	\$10,785.24	31.73%
A.1000.690.01.103.00.71	Science Other Supplies	\$1,000.00	\$0.00	\$132.50	\$867.50	\$0.00	\$867.50	86.75%
A.1000.690.01.105.00.71	Art Other Supplies & Materials	\$200.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00	100.00%
A.1000.690.01.106.00.71	Music Other Supplies & Materia	\$200.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00	100.00%
A.1000.690.01.109.00.71	World Language Other Supplies	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%
A.1000.730.00.000.00.71	Instructional Equipment	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
A.1000.739.00.000.00.71	Copier Leases, Fees, Supplies	\$18,540.00	\$1,605.66	\$3,898.80	\$14,641.20	\$11,157.44	\$3,483.76	18.79%
A.1000.739.01.106.00.71	Music Equipment	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%
A.1000.890.00.000.00.71	Dues & Fees	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
	Func: Regular Program - 1000	\$2,343,775.00	\$261,964.19	\$707,710.13	\$1,636,064.87	\$515,533.38	\$1,120,531.49	47.81%
A.1200.111.00.000.00.71	Special Education Director	\$102,907.00	\$1,713.93	\$27,099.93	\$75,807.07	\$0.00	\$75,807.07	73.67%
A.1200.111.01.000.00.71	Certified Personnel	\$519,128.00	\$42,803.34	\$128,253.84	\$390,874.16	\$0.00	\$390,874.16	75.29%
A.1200.112.01.000.00.71	Non Certified Personnel	\$238,800.00	\$21,702.85	\$56,816.53	\$181,983.47	\$0.00	\$181,983.47	76.21%
A.1200.112.02.000.00.71	Non Certified Substitutes	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%
A.1200.210.00.000.00.71	E/B Insurance	\$272,260.00	\$38,030.30	\$91,557.63	\$180,702.37	\$298,492.55	(\$117,790.18)	-43.26%
A.1200.220.00.000.00.70	E/B FICA/Medicare	\$31,572.00	\$1,961.33	\$5,882.21	\$25,689.79	\$0.00	\$25,689.79	81.37%
A.1200.240.00.000.00.71	E/B Other	\$4,715.00	\$271.16	\$542.32	\$4,172.68	\$1,084.68	\$3,088.00	65.49%
A.1200.320.00.000.00.71	Professional Development - Cer	\$2,000.00	\$985.00	\$1,139.00	\$861.00	\$0.00	\$861.00	43.05%
A.1200.322.01.000.00.71	Professional Dev - Non Cert	\$1,800.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00	100.00%
A.1200.330.00.000.00.71	Professional & Technical Svcs	\$31,760.00	\$1,785.00	\$3,925.00	\$27,835.00	\$30,300.00	(\$2,465.00)	-7.76%
A.1200.330.01.000.00.71	Evaluation Services	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	100.00%
A.1200.330.02.000.00.71	Assistive Technology	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
A.1200.580.00.000.00.71	Travel	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
A.1200.611.01.000.00.71	Instructional Supplies	\$2,000.00	\$421.89	\$701.50	\$1,298.50	\$0.00	\$1,298.50	64.93%
A.1200.611.02.000.00.71	Testing Supplies	\$1,500.00	\$1,178.45	\$1,185.85	\$314.15	\$1,321.55	(\$1,007.40)	-67.16%
A.1200.630.00.000.00.71	Special Ed Incentive	\$1,200.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	100.00%
A.1200.641.02.000.00.71	Consumable Workbooks	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
A.1200.650.00.000.00.71	Educational Software Licenses/	\$2,250.00	\$0.00	\$120.00	\$2,130.00	\$1,875.00	\$255.00	11.33%
A.1200.690.00.000.00.72	Other Supplies & Materials	\$1,000.00	\$0.00	\$7.98	\$992.02	\$0.00	\$992.02	99.20%
A.1200.700.00.000.00.71	Equipment	\$1,500.00	\$0.00	\$234.11	\$1,265.89	\$3,721.00	(\$2,455.11)	-163.67%

Sterling Board of Education

Budget and Expenses - BOE

Fiscal Year: 2024-2025

☐ Subtotal by Collapse Mask☐ Include pre encumbrance☐ Print accounts with zero balance

From Date: 10/1/2024 To Date: 10/31/2024

☒ Filter Encumbrance Detail by Date Range☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
A.1200.890.00.000.00.71	Dues & Fees	\$500.00	\$0.00	\$250.00	\$250.00	\$0.00	\$250.00	50.00%
	Func: Special Education Program - 1200	\$1,233,892.00	\$110,853.25	\$317,715.90	\$916,176.10	\$336,794.78	\$579,381.32	46.96%
A.2130.111.01.000.00.71	School Nurse	\$54,636.00	\$4,202.76	\$18,746.60	\$35,889.40	\$0.00	\$35,889.40	65.69%
A.2130.111.03.000.00.71	School Nurse Substitutes	\$2,625.00	\$350.00	\$350.00	\$2,275.00	\$0.00	\$2,275.00	86.67%
A.2130.210.00.000.00.71	E/B Insurance	\$900.00	\$85.73	\$257.19	\$642.81	\$739.23	(\$96.42)	-10.71%
A.2130.220.00.000.00.70	E/B FICA/Medicare	\$4,380.00	\$346.59	\$1,457.51	\$2,922.49	\$0.00	\$2,922.49	66.72%
A.2130.240.00.000.00.71	E/B Other	\$1,640.00	\$273.16	\$546.32	\$1,093.68	\$1,092.68	\$1.00	0.06%
A.2130.322.01.000.00.71	Professional Dev - Non Cert	\$500.00	\$295.00	\$295.00	\$205.00	\$0.00	\$205.00	41.00%
A.2130.330.00.000.00.71	Professional & Technical Svcs	\$3,750.00	\$0.00	\$2,494.00	\$1,256.00	\$674.00	\$582.00	15.52%
A.2130.690.00.000.00.71	Health Office Supplies	\$2,000.00	\$188.66	\$397.66	\$1,602.34	\$0.00	\$1,602.34	80.12%
A.2130.739.00.000.00.71	Health Office Equipment	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
	Func: Health Office - 2130	\$70,931.00	\$5,741.90	\$24,544.28	\$46,386.72	\$2,505.91	\$43,880.81	61.86%
A.2190.111.01.000.00.71	Certified Personnel	\$32,056.00	\$3,733.34	\$9,333.35	\$22,722.65	\$0.00	\$22,722.65	70.88%
A.2190.210.00.000.00.71	E/B Insurance	\$1,400.00	\$0.00	\$0.00	\$1,400.00	\$1,427.15	(\$27.15)	-1.94%
A.2190.220.00.000.00.70	E/B FICA/Medicare	\$4,906.00	\$258.82	\$714.00	\$4,192.00	\$0.00	\$4,192.00	85.45%
A.2190.320.00.000.00.71	Professional Development	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
A.2190.323.00.000.00.71	PT Contracted Services	\$30,000.00	\$2,952.00	\$2,952.00	\$27,048.00	\$27,048.00	\$0.00	0.00%
A.2190.611.00.000.00.71	PT/OT Supplies	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
A.2190.730.00.000.00.71	PT/OT Equipment	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
	Func: Physical/Occupational Therapy - 2190	\$69,862.00	\$6,944.16	\$12,999.35	\$56,862.65	\$28,475.15	\$28,387.50	40.63%
A.2220.112.00.000.00.71	Non-Certified Personnel	\$20,390.00	\$1,910.68	\$3,477.69	\$16,912.31	\$0.00	\$16,912.31	82.94%
A.2220.220.00.000.00.70	E/B FICA/Medicare	\$1,560.00	\$146.17	\$266.05	\$1,293.95	\$0.00	\$1,293.95	82.95%
A.2220.330.00.000.00.71	Professional & Technical Servi	\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00	100.00%
A.2220.642.00.000.00.71	Books/Periodicals	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
A.2220.690.00.000.00.71	Other Supplies & Materials	\$500.00	\$0.00	\$0.00	\$500.00	\$67.38	\$432.62	86.52%
	Func: Educational Media - 2220	\$25,700.00	\$2,056.85	\$3,743.74	\$21,956.26	\$67.38	\$21,888.88	85.17%
A.2230.112.00.000.00.71	IT Personnel	\$67,695.00	\$5,207.30	\$20,829.20	\$46,865.80	\$0.00	\$46,865.80	69.23%
A.2230.112.01.000.00.71	IT Aide	\$34,392.00	\$2,824.08	\$11,296.32	\$23,095.68	\$0.00	\$23,095.68	67.15%
A.2230.210.00.000.00.71	E/B Insurance	\$500.00	\$11.52	\$34.56	\$465.44	\$14,415.78	(\$13,950.34)	-2790.07%
A.2230.220.00.000.00.70	E/B FICA/Medicare	\$7,810.00	\$614.40	\$2,457.60	\$5,352.40	\$0.00	\$5,352.40	68.53%
A.2230.240.00.000.00.70	E/B Other	\$4,030.00	\$338.34	\$676.68	\$3,353.32	\$1,353.32	\$2,000.00	49.63%
A.2230.320.00.000.00.71	Professional Development	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%
A.2230.330.00.000.00.71	Professional & Technical Servi	\$5,000.00	\$1,940.00	\$1,940.00	\$3,060.00	\$4,356.00	(\$1,296.00)	-25.92%
A.2230.430.00.000.00.71	Repairs & Maintenance - Hardwa	\$2,200.00	\$843.89	\$773.99	\$1,426.01	\$0.00	\$1,426.01	64.82%
A.2230.431.00.000.00.71	Maintenance Agreement	\$7,000.00	\$0.00	\$0.00	\$7,000.00	\$3,483.77	\$3,516.23	50.23%
A.2230.690.00.000.00.71	Other Supplies & Materials	\$2,500.00	\$272.65	\$303.65	\$2,196.35	\$0.00	\$2,196.35	87.85%
A.2230.730.00.000.00.71	Computer Hardware & Peripheral	\$16,000.00	\$2,319.00	\$3,210.87	\$12,789.13	\$0.00	\$12,789.13	79.93%
A.2230.731.00.000.00.71	Computer Software	\$6,000.00	\$2,743.57	\$2,743.57	\$3,256.43	\$0.00	\$3,256.43	54.27%
	Func: Information Technology - 2230	\$154,127.00	\$17,114.75	\$44,266.44	\$109,860.56	\$23,608.87	\$86,251.69	55.96%
A.2310.112.01.000.00.71	BOE Administrative Assistant	\$56,822.00	\$4,463.24	\$17,852.96	\$38,969.04	\$0.00	\$38,969.04	68.58%
A.2310.112.02.000.00.71	Board of Education Clerk	\$1,200.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	100.00%
A.2310.210.00.000.00.71	E/B Insurance	\$24,000.00	\$5,080.38	\$10,261.30	\$13,738.70	\$20,282.69	(\$6,543.99)	-27.27%
A.2310.220.00.000.00.70	E/B FICA/Medicare	\$4,439.00	\$284.10	\$1,251.08	\$3,187.92	\$0.00	\$3,187.92	71.82%
A.2310.230.00.000.00.71	Workers Compensation Ins	\$50,604.00	\$0.00	\$19,317.00	\$31,287.00	\$19,317.00	\$11,970.00	23.65%
A.2310.240.00.000.00.71	E/B Other	\$1,705.00	\$284.00	\$568.00	\$1,137.00	\$1,136.00	\$1.00	0.06%
A.2310.250.00.000.00.71	Unemployment Compensation	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00	0.00%

Sterling Board of Education

Budget and Expenses - BOE

From Date: 10/1/2024

To Date: 10/31/2024

Fiscal Year: 2024-2025

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
A.2310.330.01.000.00.71	Legal Services	\$10,000.00	\$0.00	\$4,081.00	\$5,919.00	\$5,919.00	\$0.00	0.00%
A.2310.330.03.000.00.71	Other Professional & Tech Svcs	\$16,500.00	\$0.00	\$0.00	\$16,500.00	\$15,779.00	\$721.00	4.37%
A.2310.520.01.000.00.71	Fidelity Bond	\$100.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	0.00%
A.2310.520.02.000.00.71	Errors and Omissions Insurance	\$8,585.00	\$0.00	\$8,583.00	\$2.00	\$0.00	\$2.00	0.02%
A.2310.580.00.000.00.71	Travel	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	100.00%
A.2310.590.01.000.00.71	Communications/Postage	\$5,000.00	(\$1,026.79)	(\$710.14)	\$5,710.14	\$732.60	\$4,977.54	99.55%
A.2310.590.02.000.00.71	Advertising	\$1,200.00	\$0.00	\$1,507.38	(\$307.38)	\$721.00	(\$1,028.38)	-85.70%
A.2310.590.04.000.00.71	Community Engagement	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$20.00	\$1,980.00	99.00%
A.2310.650.00.000.00.71	Software Licenses & Support	\$27,388.00	\$0.00	\$14,470.38	\$12,917.62	\$5,247.45	\$7,670.17	28.01%
A.2310.690.00.000.00.71	BOE Other Supplies & Materials	\$1,000.00	\$0.00	\$501.66	\$498.34	\$0.00	\$498.34	49.83%
A.2310.890.00.000.00.71	Dues & Fees	\$1,500.00	\$0.00	\$1,350.00	\$150.00	\$175.00	(\$25.00)	-1.67%
	Func: Board of Education - 2310	\$217,143.00	\$9,084.93	\$79,133.62	\$138,009.38	\$74,329.74	\$63,679.64	29.33%
A.2320.111.00.000.00.71	Superintendent	\$101,500.00	\$7,807.70	\$31,230.80	\$70,269.20	\$0.00	\$70,269.20	69.23%
A.2320.220.00.000.00.70	E/B FICA/Medicare	\$1,450.00	\$113.22	\$452.88	\$997.12	\$0.00	\$997.12	68.77%
A.2320.320.00.000.00.71	Professional Development - Cer	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
A.2320.580.00.000.00.71	Travel	\$250.00	\$0.00	\$36.25	\$213.75	\$0.00	\$213.75	85.50%
A.2320.690.00.000.00.71	Superintendent Off Supplies	\$750.00	\$0.00	\$31.35	\$718.65	\$0.00	\$718.65	95.82%
A.2320.739.00.000.00.71	Other Equipment	\$750.00	\$0.00	\$0.00	\$750.00	\$0.00	\$750.00	100.00%
A.2320.890.00.000.00.71	Dues & Fees	\$4,500.00	\$0.00	\$319.00	\$4,181.00	\$3,599.00	\$582.00	12.93%
	Func: Superintendent's Office - 2320	\$109,700.00	\$7,920.92	\$32,070.28	\$77,629.72	\$3,599.00	\$74,030.72	67.48%
A.2400.111.00.000.00.71	Principal	\$136,591.00	\$10,507.00	\$42,028.00	\$94,563.00	\$0.00	\$94,563.00	69.23%
A.2400.111.01.000.00.71	Clinical Supervisor	\$56,450.00	\$4,342.30	\$17,850.43	\$38,599.57	\$0.00	\$38,599.57	68.38%
A.2400.112.00.000.00.71	Non Certified Personnel	\$100,215.00	\$7,708.81	\$30,835.22	\$69,379.78	\$0.00	\$69,379.78	69.23%
A.2400.210.00.000.00.71	E/B Insurance	\$70,000.00	\$13,689.45	\$27,663.15	\$42,336.85	\$54,656.76	(\$12,319.91)	-17.60%
A.2400.220.00.000.00.70	E/B FICA/Medicare	\$10,466.00	\$695.76	\$3,024.40	\$7,441.60	\$0.00	\$7,441.60	71.10%
A.2400.240.00.000.00.71	E/B Other	\$5,792.00	\$1,306.42	\$2,271.42	\$3,520.58	\$3,518.58	\$2.00	0.03%
A.2400.320.00.000.00.71	Professional Development - Cer	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%
A.2400.330.00.000.00.71	Professional & Technical Svcs	\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00	100.00%
A.2400.580.00.000.00.71	Travel	\$300.00	\$0.00	\$0.00	\$300.00	\$0.00	\$300.00	100.00%
A.2400.590.01.000.00.71	Principal's Engagement	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%
A.2400.650.00.000.00.71	Educational Software Licenses/	\$9,579.00	\$0.00	\$0.00	\$9,579.00	\$10,096.44	(\$517.44)	-5.40%
A.2400.690.00.000.00.71	Other Supplies & Materials	\$3,000.00	\$52.16	\$137.84	\$2,862.16	\$287.76	\$2,574.40	85.81%
A.2400.890.00.000.00.71	Dues & Fees	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$348.00	\$652.00	65.20%
	Func: Building Administrators - 2400	\$396,643.00	\$38,301.90	\$123,810.46	\$272,832.54	\$68,907.54	\$203,925.00	51.41%
A.2510.112.01.000.00.71	Business Manager	\$99,000.00	\$7,084.30	\$45,471.81	\$53,528.19	\$0.00	\$53,528.19	54.07%
A.2510.210.00.000.00.71	E/B Insurance	\$30,000.00	\$146.99	\$6,530.25	\$23,469.75	\$31,224.96	(\$7,755.21)	-25.85%
A.2510.220.00.000.00.70	E/B FICA/Medicare	\$7,574.00	\$541.94	\$3,478.58	\$4,095.42	\$0.00	\$4,095.42	54.07%
A.2510.240.00.000.00.71	E/B Other	\$7,970.00	\$0.00	\$247.50	\$7,722.50	\$2,247.50	\$5,475.00	68.70%
A.2510.330.02.000.00.71	Professional & Technical Svcs	\$14,500.00	\$1,611.65	\$2,923.31	\$11,576.69	\$7,932.80	\$3,643.89	25.13%
A.2510.580.00.000.00.71	Travel	\$750.00	\$0.00	\$0.00	\$750.00	\$0.00	\$750.00	100.00%
A.2510.690.00.000.00.71	Fiscal Office Supplies	\$500.00	\$53.76	\$53.76	\$446.24	\$0.00	\$446.24	89.25%
A.2510.739.00.000.00.71	Fiscal Office Equipment	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	100.00%
A.2510.890.00.000.00.71	Dues & Fees	\$1,440.00	\$319.05	\$319.05	\$1,120.95	\$975.00	\$145.95	10.14%
	Func: Fiscal & Business Office - 2510	\$161,834.00	\$9,757.69	\$59,024.26	\$102,809.74	\$42,380.26	\$60,429.48	37.34%
A.2600.112.01.000.00.71	Facilities Director	\$66,950.00	\$5,150.00	\$20,600.00	\$46,350.00	\$0.00	\$46,350.00	69.23%
A.2600.177.01.000.00.71	Security Officer	\$28,804.00	\$2,743.12	\$5,486.24	\$23,317.76	\$0.00	\$23,317.76	80.95%
A.2600.210.00.000.00.71	E/B Insurance	\$500.00	\$11.70	\$35.10	\$464.90	\$105.30	\$359.60	71.92%

Sterling Board of Education

Budget and Expenses - BOE

From Date: 10/1/2024

To Date: 10/31/2024

Fiscal Year: 2024-2025

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
A.2600.220.00.000.00.70	E/B FICA/Medicare	\$7,325.00	\$603.82	\$1,890.68	\$5,434.32	\$0.00	\$5,434.32	74.19%
A.2600.240.00.000.00.71	E/B Other	\$2,009.00	\$334.66	\$669.32	\$1,339.68	\$1,338.68	\$1.00	0.05%
A.2600.410.01.000.00.71	Electricity	\$78,000.00	\$8,896.27	\$36,749.64	\$41,250.36	\$43,630.36	(\$2,380.00)	-3.05%
A.2600.410.02.000.00.71	Rubbish Removal/Recycling	\$9,000.00	\$620.55	\$2,482.20	\$6,517.80	\$4,969.80	\$1,548.00	17.20%
A.2600.410.03.000.00.71	Water	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$2,000.00	\$500.00	20.00%
A.2600.410.04.000.00.71	Sewer	\$18,450.00	\$0.00	\$18,450.00	\$0.00	\$0.00	\$0.00	0.00%
A.2600.430.01.000.00.71	Maintenance Contracts	\$177,950.00	\$28,904.26	\$61,869.26	\$116,080.74	\$117,343.74	(\$1,263.00)	-0.71%
A.2600.430.02.000.00.71	Plant Operation & Maintenance	\$10,000.00	\$8,138.48	\$11,096.04	(\$1,096.04)	\$3,777.14	(\$4,877.18)	-48.77%
A.2600.520.00.000.00.71	Plant Insurance	\$42,627.00	\$0.00	\$42,626.00	\$1.00	\$0.00	\$1.00	0.00%
A.2600.590.01.000.00.71	Telephone	\$11,000.00	\$1,143.42	\$4,053.41	\$6,946.59	\$8,848.44	(\$1,901.85)	-17.29%
A.2600.613.00.000.00.71	Maintenance Supplies	\$17,000.00	\$1,520.12	\$3,777.53	\$13,222.47	\$630.00	\$12,592.47	74.07%
A.2600.620.00.000.00.71	Heating Oil	\$60,000.00	\$0.00	\$0.00	\$60,000.00	\$60,000.00	\$0.00	0.00%
A.2600.739.00.000.00.71	Maintenance Equipment	\$800.00	\$0.00	\$0.00	\$800.00	\$0.00	\$800.00	100.00%
	Func: Plant Operation & Maintenance - 2600	\$532,915.00	\$58,066.40	\$209,785.42	\$323,129.58	\$242,647.46	\$80,482.12	15.10%
A.2700.112.01.000.00.71	Bus Drivers	\$233,975.00	\$19,731.16	\$50,008.95	\$183,966.05	\$0.00	\$183,966.05	78.63%
A.2700.112.02.000.00.71	Bus Coordinator	\$61,545.00	\$4,734.24	\$18,936.96	\$42,608.04	\$0.00	\$42,608.04	69.23%
A.2700.112.03.000.00.71	Van Drivers	\$113,290.00	\$12,295.37	\$39,798.23	\$73,491.77	\$0.00	\$73,491.77	64.87%
A.2700.210.00.000.00.71	E/B Insurance	\$82,000.00	\$15,824.93	\$32,738.53	\$49,261.47	\$66,285.06	(\$17,023.59)	-20.76%
A.2700.220.00.000.00.70	E/B FICA/Medicare	\$31,274.00	\$2,841.98	\$8,172.75	\$23,101.25	\$0.00	\$23,101.25	73.87%
A.2700.240.00.000.00.71	E/B Other	\$1,847.00	\$307.66	\$615.32	\$1,231.68	\$1,230.68	\$1.00	0.05%
A.2700.330.00.000.00.71	Professional & Technical Svcs	\$2,000.00	\$0.00	\$450.00	\$1,550.00	\$0.00	\$1,550.00	77.50%
A.2700.430.00.000.00.71	Transportation Maintenance	\$38,000.00	\$6,672.96	\$14,940.66	\$23,059.34	\$1,293.45	\$21,765.89	57.28%
A.2700.510.00.000.00.72	Contracted Spec Ed Transportat	\$55,929.00	\$5,778.00	\$14,748.00	\$41,181.00	\$32,030.00	\$9,151.00	16.36%
A.2700.520.00.000.00.71	Vehicle Insurance	\$18,143.00	\$0.00	\$18,141.00	\$2.00	\$0.00	\$2.00	0.01%
A.2700.625.00.000.00.71	Supplies - Oil, Washer Fluid,	\$9,000.00	\$243.86	\$906.25	\$8,093.75	\$458.76	\$7,634.99	84.83%
A.2700.626.00.000.00.71	Regular Fuel - Vans	\$24,000.00	\$2,600.66	\$4,133.86	\$19,866.14	\$19,866.14	\$0.00	0.00%
A.2700.627.00.000.00.71	Diesel Fuel - Buses	\$55,000.00	\$5,907.17	\$10,342.59	\$44,657.41	\$44,274.05	\$383.36	0.70%
A.2700.690.00.000.00.71	Other Supplies & Materials	\$1,000.00	\$63.81	\$230.08	\$769.92	\$110.00	\$659.92	65.99%
A.2700.739.00.000.00.71	Transportation Equipment	\$1,000.00	\$0.00	\$215.98	\$784.02	\$235.00	\$549.02	54.90%
A.2700.890.00.000.00.71	Dues & Fees	\$1,500.00	\$0.00	\$442.00	\$1,058.00	\$0.00	\$1,058.00	70.53%
	Func: Transportation - 2700	\$729,503.00	\$77,001.80	\$214,821.16	\$514,681.84	\$165,783.14	\$348,898.70	47.83%
A.3100.435.00.000.00.71	Repairs	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	100.00%
A.3100.570.00.000.00.71	Food Service Management	\$23,750.00	\$23,750.00	\$23,750.00	\$0.00	\$0.00	\$0.00	0.00%
A.3100.621.00.000.00.71	Propane	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%
A.3100.690.00.000.00.71	Supplies	\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00	100.00%
A.3100.700.00.000.00.71	Equipment	\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00	100.00%
	Func: Food Service Operations - 3100	\$28,250.00	\$23,750.00	\$23,750.00	\$4,500.00	\$0.00	\$4,500.00	15.93%
A.3200.111.00.000.00.71	Stipend Positions	\$22,724.00	\$0.00	\$0.00	\$22,724.00	\$0.00	\$22,724.00	100.00%
A.3200.111.01.000.00.71	Coaches Salaries	\$12,236.00	\$0.00	\$0.00	\$12,236.00	\$0.00	\$12,236.00	100.00%
A.3200.111.02.000.00.71	Afterschool Clubs Salaries	\$6,960.00	\$0.00	\$0.00	\$6,960.00	\$0.00	\$6,960.00	100.00%
A.3200.112.00.000.00.71	Extra Curricular Transportatio	\$0.00	\$1,224.39	\$848.53	(\$848.53)	\$0.00	(\$848.53)	0.00%
A.3200.220.00.000.00.70	E/B FICA/Medicare	\$3,207.00	\$0.00	\$0.00	\$3,207.00	\$0.00	\$3,207.00	100.00%
A.3200.329.00.000.00.71	Officials	\$3,000.00	\$375.00	\$500.00	\$2,500.00	\$125.00	\$2,375.00	79.17%
A.3200.690.00.000.00.71	Activity Supplies & Materials	\$3,000.00	\$200.00	\$200.00	\$2,800.00	\$0.00	\$2,800.00	93.33%
A.3200.739.00.000.00.71	Activity Equipment	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	100.00%
A.3200.890.00.000.00.71	Dues & Fees	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
	Func: Student Activities - 3200	\$54,127.00	\$1,799.39	\$1,548.53	\$52,578.47	\$125.00	\$52,453.47	96.91%

Sterling Board of Education

Budget and Expenses - BOE

From Date: 10/1/2024

To Date: 10/31/2024

Fiscal Year: 2024-2025

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

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
A.6110.561.01.000.00.73	Tuition: Plainfield	\$1,007,880.00	\$0.00	\$0.00	\$1,007,880.00	\$762,839.00	\$245,041.00	24.31%
A.6110.561.02.000.00.70	Adult Education	\$9,657.00	\$0.00	\$9,657.00	\$0.00	\$0.00	\$0.00	0.00%
A.6110.561.05.000.00.73	Tuition: Magnet, QMC, STEM	\$117,634.00	\$87,513.50	\$87,513.50	\$30,120.50	\$68,985.00	(\$38,864.50)	-33.04%
A.6110.561.07.000.00.73	Tuition: Killingly, Other	\$87,061.00	\$0.00	\$0.00	\$87,061.00	\$87,054.00	\$7.00	0.01%
A.6110.562.00.000.00.72	S/E Tuition CT Public	\$657,143.00	\$0.00	\$0.00	\$657,143.00	\$633,204.00	\$23,939.00	3.64%
	Func: Tuition CT PUBLIC - 6110	\$1,879,375.00	\$87,513.50	\$97,170.50	\$1,782,204.50	\$1,552,082.00	\$230,122.50	12.24%
A.6130.563.00.000.00.72	S/E Tuition Non-Public	\$589,000.00	\$200,456.86	\$263,504.27	\$325,495.73	\$604,619.94	(\$279,124.21)	-47.39%
A.6130.563.04.000.00.72	SEDAC - Excess Cost Reimbursen	(\$270,000.00)	\$0.00	\$0.00	(\$270,000.00)	\$0.00	(\$270,000.00)	100.00%
	Func: Tuition NON-PUBLIC - 6130	\$319,000.00	\$200,456.86	\$263,504.27	\$55,495.73	\$604,619.94	(\$549,124.21)	-172.14%
Grand Total:		\$8,326,777.00	\$918,328.49	\$2,215,598.34	\$6,111,178.66	\$3,661,459.55	\$2,449,719.11	29.42%

End of Report

MUNICIPAL BENEFICIAL ACCOUNTS SERVICES AGREEMENT

This Municipal Beneficial Accounts Services Agreement ("Agreement") is made and entered into as of _____, 2024 ("Effective Date") by and between Silver Brook Energy, LLC ("Developer"), and the Sterling School District's Board of Education ("Municipality"). Developer and Municipality are each sometimes referred to as a "Party" and collectively as the "Parties" in this Agreement.

RECITALS

WHEREAS, the State of Connecticut has enacted a six-year State, Agricultural & Municipal competitive auction program pursuant to Conn. Gen Stat, §§ 16-244u and 16-244z of the General Statutes of Connecticut (Conn. Gen. Stat.) referred to as the Non-Residential Renewable Energy Solutions - State, Agricultural, and Municipal Program ("NRES SAM Auction Program");

WHEREAS, Developer intends to bid a remotely located Class I renewable energy sources as defined in Conn. Gen. Stat. § §16-1(a)(20) ("Solar Energy Facility") into one or more of the eleven competitive bid auctions to be conducted by The Connecticut Light and Power Company d/b/a Eversource Energy or UI ("Electric Distribution Company") over the six years of the NRES SAM Auction Program that commenced on February 1, 2022; and

WHEREAS, Municipality has one or more Beneficial Accounts and desires Developer to assign one or more of these Beneficial Accounts to Developer's Solar Energy Facility to receive payment monetized per Developer's competitive bid and in proportion to the electric generation ("Energy") production of each Clean Energy Facility for twenty (20) years and in accordance with the Buy-All Bid by Developer in the competitive NRES SAM Auction Program, all as shown in Section 2.1 of this Agreement and Table 1 attached hereto.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Municipality hereby agree as follows:

AGREEMENT

1. CAPITALIZED TERMS; DEFINITIONS OF CAPITALIZED TERMS

1.1 Capitalized terms used herein shall have the respective meanings set forth below ("Definitions of Capitalized Terms").

"Agreement" means this Non-Residential Renewable Energy Solutions - State, Agricultural and Municipal Agreement and Table 1 attached hereto and incorporated into the Agreement by this reference.

"Beneficial Account" means the individually numbered accounts (i.e., meters) of Municipality with its Electric Distribution Company eligible to receive quarterly payments associated with the energy produced by the Clean Energy Facility and shown on a 'Consolidated Electric Bill' of Municipality.

"Business Day" means any day other than Saturday, Sunday, or any other day on which banking institutions in Connecticut are required or authorized by applicable federal or state law to be closed for business.

"Buy-All Bid" means a competitive bid by Developer in the NRES SAM Auction Program where Developer's Clean Energy Facility is compensated at a single fixed \$/kWh price via a quarterly payment on each of Municipality's Beneficial Accounts. The Clean Energy Facility exports all electricity directly to the grid without supplying power to any on-site load.

"Clean Energy Facility" or "Solar Energy Facility" means the integrated assembly of photovoltaic panels or fuel cells, mounting assemblies, inverters, converters, integrators, meters, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices, and wiring installed at the remote property, including the interconnection equipment, for the installation of the clean energy generating system and interconnected to the electric grid of the Electric Distribution Company.

"Commercial Operation" means when a Clean Energy Facility receives approval to energize from the Electric Distribution Company and delivers Energy to the electric grid sustainably.

"Commercial Operation Date" means the date when a Clean Energy Facility achieves Commercial Operation.

"Consolidated Electric Bill" means that both the energy supply and delivery charges are included on the same electric bill that the Electric Distribution Company provides to Municipality.

"Contract Term" means the term of this Agreement which shall be twenty (20) years from the dates that each Clean Energy Facility achieves Commercial Operation. It is not expected that the Clean Energy Facility will achieve Commercial Operation on the same date.

"Electric Distribution Company" means the local investor-owned electric distribution utility that provides electric energy delivery service to Municipality.

"Energy Capacity" means the maximum quantity of electric energy measured in kilowatt hours (kWh) generated by the Solar Energy Facility and are capable of being delivered to the electric grid as set forth in Table 1.

"Energy Production" means electric energy measured in kilowatt hours (kWh) generated by the Solar Energy Facility and is capable of being delivered to the electric grid and any point in time.

"Energy Usage" the consumption of electric energy measured in kilowatt hours (kWh) by any Beneficial Account of Municipality at any point in time.

"Environmental and Capacity Attributes" means any and all capacity and environmental credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, including but not limited to, carbon credits, portfolio credits, ZRECs, LRECs, RECs, or certificates, any other renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, and Green-e® products, credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of the energy by the Solar Energy Facility and the delivery of the energy, and include without limitation any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, or carbon, with particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early actions" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, and any other reward or incentive given for the use and/or production of solar power.

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, Force Majeure Event may include, without limitation, the following acts or events: (a) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (b) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (c) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (d) strikes or labor disputes; (e) action by a Governmental Authority, including a moratorium on any activities related to this Agreement; and (f) the impossibility for one of the Parties, despite its best efforts, to obtain, in a timely manner, any governmental approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that the delay or inability to obtain such governmental approval is not attributable in any manner to the affected Party and that such Party has exercised its best efforts to obtain such Permit. Force Majeure Event does not include: (i) equipment failure (unless resulting from a Force Majeure Event); (ii) acts or omissions of Developer's subcontractors or agents, except to the extent that such acts or omissions arise from a Force Majeure Event; (iii) changes in costs of services, materials, labor or equipment; (iv) the lack or variation of Solar Insolation (other than as a result of acts or omissions of the owner of the Solar Energy Facility, their contractors or invitees); or (v) changes in tax laws or laws relating to VNM Developer's Tax Attributes.

"Prudent Industry Practices" means the practices, methods and acts engaged in or approved by a significant portion of the solar energy industry that at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable law, reliability, safety, environmental protection, economy and expedition.

"Town or City Council" means the elected governing body in a town or city.

2. PURPOSE OF CONTRACT; CONTRACT PRICE AND TERMS; ADDITIONAL PROVISIONS.

2.1 Purpose of Contract. The agreement created by this Contract is solely for Developer to assign Municipality's Beneficial Accounts shown in Table 1 to Developer's Solar Energy Facility for purposes of the NRES SAM Auction Program.

2.1.1 Developer shall identify the Energy Usage of Municipality's Beneficial Accounts to be applied to Developer's Solar Energy Facility as shown in the attached Table 1. Municipality or Developer may amend the designation of the Beneficial Accounts not more than once per each calendar year by providing at least ninety (90) days prior written notice to the Parties and the Electric Distribution Company. Municipality recognizes that its physical power procurement options for the Beneficial Accounts will not be affected by this Agreement in any way. Municipality shall be responsible for maintaining all Electric Distribution Company or third-party supplier generation charges, applicable taxes, penalties, or similar charges assessed by the Electric Distribution Company for power supply, transmission and distribution services, and other services necessary to meet the full energy requirements of Municipality. Municipality shall also be responsible for all Electric Distribution Company or third-party supplier generation charges, applicable taxes, penalties, or similar charges assessed by the Electric Distribution Company or third-party supplier for any power supply requirements, transmission, distribution services, and other services necessary to meet the full Energy Usage requirements of Municipality that are not covered by the quarterly payments provided by the Electric Distribution Company.

2.1.2 Developer shall not be required nor is guaranteeing to cause the Solar Energy Facility to produce a minimum or maximum amount of Energy Production. Likewise, Municipality is not required nor is guaranteeing Energy Usage by its Beneficial Accounts.

2.2 Contract Price. Developer shall pay Municipality \$22-cents per watt-DC (approximately \$63,900.00) of the operational Clean Energy Facility within 360 days of the Facility's Commercial Operation Date.

2.3 Contract Term. The term of this Agreement shall be for a period of twenty (20) years commencing on the Commercial Operation Date of Developer's Solar Energy Facility.

2.4 Environmental Attributes and Energy Capacity. Developer shall have all rights, titles, and interest in and to all Environmental Attributes and Energy Capacity related to the Energy production of Developer's Solar Energy Facility.

2.5 Incentives and Credits. Developer shall have all rights, title, and interest in and to all incentives and credits related to Developer's Solar Energy Facility, including their respective portion of the quarterly payments produced by Developer's Solar Energy Facility pursuant to this Agreement and Table 1 as described in Section 2.2.

2.6 Beneficial Accounts. Developer shall maintain exclusive rights to Municipality's Beneficial Accounts shown in Table 1 for the purposes of applying to Developer's Solar Energy Facility. Developer's exclusive rights to Municipality's Beneficial Accounts shall exist through the tenth Auction of the NRES SAM Auction Program (expected to take place in August 2026) to allow Developer to submit bids into one or more NRES SAM Auctions over the six-year lifespan of the NRES SAM Auction Program. The Municipality shall not allocate any Beneficial Accounts listed in Table 1 to other NRES SAM Auction Program participants, solar developers, or renewable energy projects without prior approval by the Developer.

3. SOLAR ENERGY FACILITIES.

3.1 Installation, Operation, Ownership, and Maintenance of the Solar Energy Facility. Developer shall be responsible for the installation, operation, ownership, and maintenance of the Solar Energy Facility in a manner consistent with Prudent Industry Practices. If the Energy Production from any of the Solar Energy Facility is interrupted as a result of malfunction or other shutdowns, Developer shall use commercially reasonable efforts to remedy such interruption promptly. Developer shall comply with all applicable laws and regulations relating to the operation of the Solar Energy Facility and the Energy Production and associated quarterly payments for each of Municipality's Beneficial Accounts and in obtaining any relevant approvals and permits, other than approvals and/or permits that, by their nature, can only be obtained by Municipality or with Municipality's assistance.

3.2 Commercial Operation Date. Developer shall deliver written notice to Municipality of the occurrence of the Commercial Operation Date for the Clean Energy Facility as the Clean Energy Facility achieves Commercial Operation.

3.3 Taxes. Developer is solely responsible for all income, gross receipts, ad valorem, personal property, or other similar taxes and any franchise fees or fees relating to Developer's ownership of the Solar Energy Facility. Municipality shall have no responsibility or obligation for any taxes in connection with Developer's Solar Energy Facility.

3.4 Notice of Damage. Developer shall promptly notify Municipality in writing of any physical conditions or other circumstances of which Developer becomes aware that indicate there has been or might be damage to or loss of the use of the Solar Energy Facility or that could be expected to affect the Solar Energy Facility adversely.

4. SOLAR ENERGY FACILITIES - CASUALTY.

4.1 Solar Energy Facility - Casualty. Upon the total damage, destruction, or loss of one or any of the Solar Energy Facility, or, in the reasonable opinion of Developer's insurance or Developer, a Clean Energy Facility is determined to have experienced a constructive total loss, Developer shall have the option, in its sole discretion, to repair or replace the Clean Energy Facility or terminate any portion of this Agreement pertaining to that Solar Facility. Developer shall notify Municipality in writing of its election within thirty (30) days after the date of the damage to the Clean Energy Facility. Developer shall under all circumstances be entitled to all insurance proceeds with respect to the Clean Energy Facility. If Developer elects to repair or replace the Clean Energy Facility, Developer shall undertake such repair or replacement as quickly as practicable. If Developer elects to terminate this Agreement in connection with one or any of the Solar Energy Facility, the termination shall be effective immediately upon delivery of the notice to Municipality for the subject Clean Energy Facility or Solar Energy Facility.

5. FORCE MAJEURE.

5.1 Force Majeure. To the extent either Party is prevented by an event of Force Majeure from performing its obligations under this Agreement, such Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments when due). The Party claiming Force Majeure shall use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts, or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-claiming Party shall not be required to perform its obligations to the claiming Party corresponding to the obligations of the claiming Party excused by Force Majeure during the pendency of the Force Majeure.

5.2 Notice. In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party suffering the event of Force Majeure shall immediately notify the other Party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay or interruption in performance; provided that a Party's failure to give timely notice shall act as a full waiver of such Party's ability to assert Force Majeure.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Representations and Warranties of Municipality. Municipality represents and warrants to Developer that:

6.1.1 Municipality has the requisite legal authority and capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental

approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy Production, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Municipality;

6.1.2 This Agreement constitutes Municipality's legal, valid, and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

6.1.3 No suit, action, or arbitration, or legal administrative or other proceeding is pending or has been threatened against Municipality that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Municipality to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Municipality;

6.1.4 The audited financial statements of Municipality dated the past two fiscal years, and the related audited statements for the fiscal years ended on such dates and the unaudited interim financial statements of Municipality (i) were prepared in accordance with generally accepted accounting principles consistently applied throughout the respective periods covered thereby, except as otherwise expressly noted therein; and (ii) present fairly the financial condition of Municipality as of the dates thereof and results of its operations for the periods covered thereby.; and

6.1.5 The electric bill arrangement between Municipality and the Electric Distribution Company for the Beneficial Accounts shall be a Consolidated Electric Bill and not Dual Utility Billing for Municipality's Beneficial Accounts.

7.2 Representations and Warranties of Developer. Developer represents and warrants to Municipality that:

7.2.1 Developer has the requisite corporate, partnership or limited liability Developer capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy Production, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Developer;

7.2.2 This Agreement constitutes Developer's legal, valid, and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, . moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

7.2.3 No suit, action, or arbitration, or legal administrative or other proceeding is pending or has been threatened against Developer that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Developer to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Developer; and

7.2.4 Neither the Solar Energy Facility nor any of Developer's services provided to Municipality pursuant to this Agreement infringes on any third party's intellectual property or other proprietary rights.

8. DEFAULTS & REMEDIES.

8.1 Developer Event of Default. Each of the following events shall constitute a "Developer Event of Default":

8.1.1 (i) Developer commences a voluntary case under any bankruptcy law; (ii) Developer fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Developer in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Developer remains undismissed or undischarged for a period of sixty (60) days; or

8.1.2 Developer breaches any other material term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Municipality's notice of such breach. Developer has failed to cure the breach within such thirty (30) day period, or (ii) if Developer has diligently commenced work to cure such breach during such thirty (30) day period, but such breach is not capable of cure within such period. Developer has failed to cure the breach within a further one hundred fifty (150) day period (such aggregate period not to exceed one hundred eighty (180) days from the date of Municipality's notice).

8.2 Municipality's Remedies. If a Developer Event of Default has occurred and is continuing, then Municipality may terminate this Agreement by written notice to Developer following the expiration of the applicable cure period and may exercise any other remedy it may have at law or equity;

8.3 Municipality Event of Default. Each of the following events shall constitute a "Municipality Event of Default":

8.3.1 Municipality fails to pay to Developer any amount when due under this Agreement, and such breach remains uncured for ninety (90) Business Days following notice of such breach to Municipality; or

8.3.2 (i) Municipality commences a voluntary case under any bankruptcy law; (ii) Municipality fails to controvert in a timely and appropriate manner or acquiesces in writing to

any petition filed against Municipality in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Municipality remains un-dismissed or undischarged for a period of ninety (90) days; or

8.3.3 Municipality (i) refuses to execute any document required for Developer to obtain any Environmental Attributes, Energy Capacity, or other incentives related to the Solar Energy Facility; or

8.3.4 Municipality breaches any other material term of this Agreement and such breach remains uncured for ninety (90) days following notice of such breach to Municipality.

8.4 Developer's Remedies. If Municipality Event of Default has occurred and is continuing, then Developer may terminate this Agreement by written notice to Municipality following the expiration of the applicable cure period. Developer may also exercise any other remedy it may have at law or equity, including recovering from Municipality all resulting damages, which damages shall include, but not be limited to, any loss or damage to Developer due to lost or recaptured Environmental Attributes, Energy Capacity, or incentives, including, without limitation, lost revenue from the sale of Environmental Attributes and Energy Capacity to third parties (including any damages due to the early termination of any agreement for such sale), and the recapture of the investment tax credit under Section 48 of the Internal Revenue Code, the grant in lieu of tax credits pursuant to Section 1603 of Division B of the American Recovery and Reinvestment Act of 2009, and accelerated depreciation for the Solar Energy Facility; and all other amounts of any nature due under this Agreement.

8.5 Waiver of Consequential Damages. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE PARTIES AGREE THAT TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THE SOLAR ENERGY FACILITIES OR THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SBCAA DAMAGES SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES AND SHALL NOT BE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

8.6 Limitation of Liability. DEVELOPER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) SHALL IN NO EVENT EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

9. FINANCING ACCOMMODATIONS.

9.1 Municipality Acknowledgement. Municipality acknowledges that Developer may finance or sell the Solar Energy Facility and that Developer's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a security

interest in the Solar Energy Facility. In order to facilitate such financing, and with respect to any financing Developer of which Developer has notified Municipality in writing (each, a "Financing Party"). Municipality agrees as follows:

9.1.1 Developer's Finance, NRES SAM Auction Program, and Other Contingencies. This Agreement is contingent upon Developer obtaining financing satisfactory to it for the purchase and construction of the Solar Energy Facility, the of the Solar Energy Facility being accepted into the NRES SAM Auction Program of the Electric Distribution Company, the Solar Energy Facility being successfully interconnected to the electric grid of the Electric Distribution Company, and the Solar Energy Facility receiving all required permits and approvals from local, state, and federal regulatory and other governmental agencies.

9.1.2 Consent to Collateral Assignment. Developer shall have the right to assign this Agreement as collateral for financing or refinancing or selling of the Solar Energy Facility, and Municipality hereby consents to the collateral assignment by Developer to any Financing Party of Developer's right, title, and interest in and to this Agreement.

9.1.3 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Developer, any and all rights and remedies of Developer under this Agreement in accordance with the terms of this Agreement. Financing Party shall also be entitled to exercise all rights and remedies of secured parties with respect to this Agreement and the Solar Energy Facility.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Developer hereunder or cause to be cured any default or event of default of Developer in the time and manner provided by the terms of this Agreement. Nothing herein requires Financing Party to cure any default of Developer (unless Financing Party has succeeded in Developer's interests) to perform any act, duty, or obligation of Developer, but Municipality hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the Solar Energy Facility, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Developer to Financing Party, Financing Party shall give notice to Municipality of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Developer Event of Default.

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Developer under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection,

Municipality shall enter into a new Agreement with Financing Party or its assignee on the same terms as this Agreement

9.1.4 Financing Party Cure Rights. Municipality shall not exercise any right to terminate or suspend this Agreement unless Municipality has given prior written notice to each Financing Party of which Municipality has notice. Municipality's notice of an intent to terminate or suspend must specify the condition giving rise to such right. Financing Party shall have the longer of thirty (30) days and the cure period allowed for default of that type under this Agreement to cure the condition; provided that if the condition cannot be cured within such time but can be cured within the extended period, Financing Party may have up to an additional ninety (90) days to cure if Financing Party commences curing the condition within the thirty (30) day period and diligently pursues the cure thereafter. Municipality's and Developer's obligations under this Agreement shall otherwise remain in effect, and Municipality and Developer shall be required to fully perform all of their respective obligations under this Agreement during any cure period.

9.1.5 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Developer's assets and cures all defaults existing as of the date of such change in title or control, this Agreement shall continue in full force and effect.

9.2 Notice of Defaults and Events of Default. Municipality agrees to deliver to each Financing Party a copy of all notices that Municipality delivers to Developer pursuant to this Agreement.

10. NOTICES.

Any notice required, permitted, or contemplated hereunder shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by personal delivery or recognized overnight courier and shall be deemed effective upon receipt.

To Developer:

Erik Nelson
Managing Member
Silver Brook Energy, LLC
511 Fitch Hill Road
Uncasville, CT 06382
admin@silverbrook-energy.com

To Municipality:

Also, to:

Paul Michaud

Also, to:

Principal / Managing Attorney
Michaud Law Group LLC
515 Centerpoint Drive, Suite 503
Middletown, CT 06457
pmichaud@michaud.law

11. GOVERNING LAW; VENUE.

11.1 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles.

11.2 Venue. MUNICIPALITY AND DEVELOPER EACH HEREBY IRREVOCABLY SUBMITS IN ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN MIDDLESEX COUNTY, CONNECTICUT AND WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION THAT IT MAY HAVE UNDER THE LAWS OF THE UNITED STATES OR OF ANY STATE, MUNICIPALITY AND DEVELOPER EACH WAIVE ANY OBJECTION THAT IT MAY HAVE (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS) TO THE LOCATION OF THE COURT IN WHICH ANY PROCEEDING IS COMMENCED.

12. INDEMNIFICATION.

12.1 Indemnification. Developer hereby indemnifies and shall defend and hold harmless Municipality, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Developer's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of Developer or its employees, agents or subcontractors.

13. CONNECTICUT FREEDOM OF INFORMATION ACT AND CONFIDENTIAL INFORMATION.

13.1 FOIA. Municipality is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, this Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. § 1-210(b) and § 16-245n(d).

14. MISCELLANEOUS.

14.1 Assignments. Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. The foregoing notwithstanding, Developer may assign any of its rights, duties, or obligations under this Agreement, without the consent of Municipality (i) to any of its affiliates, (ii) to any third party in connection with a financing transaction, or (iii) to any other entity under an Asset Purchase Agreement, Membership Interest Purchase Agreement, or similar binding agreement. If Developer wishes at any time to enter into an agreement to transfer its Developer business and/or property rights to another party, Developer shall include the "re-assignment" and obligations of this Agreement with Municipality in any business transfer or sale agreement.

14.2 Entire Agreement. This Agreement represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof.

14.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Developer and Municipality.

14.4 No Employment Status. Developer and Developer's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Municipality. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

14.5 Headings: Exhibits. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any exhibits referenced within and attached to this Agreement, including any attachments to the exhibits, shall be a part of this Agreement and are incorporate by reference herein.

14.6 Remedies Cumulative: Attorney's Fees. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder, now, or hereafter existing at law or in equity or by statute. If any action, arbitration, judicial reference, or other proceeding is instituted between the Parties in connection with this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein.

14.7 Waiver. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

14.8 Severability. If any part, term, or provisions of this Agreement is determined by an arbitrator or court of competent authority to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement that was invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to achieve the intent of the Parties most closely and in the manner closest to the stricken provision.

14.9 No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Developer to dedicate the Solar Energy Facility to public use or subject itself to regulation as a "public utility" (as such term may be defined under any applicable law).

14.10 Forward Contract. The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code.

14.11 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute the same agreement. Facsimile or portable document format ("PDF") or scanned signatures shall have the same effect as original (wet) signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

14.12 Further Assurances.

14.12.1 Additional Documents. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are necessary and desirable to conduct the Parties intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this section.

14.12.2 Certificates. From time to time, Municipality shall provide within thirty (30) Business Days after receipt of a written request from Developer an estoppel certificate attesting, to the knowledge of Municipality, of Developer's compliance with the terms of this Agreement or detailing any known issues of noncompliance, and making such other representations, warranties, and accommodations requested by the recipient.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Municipal Beneficial Accounts Services Agreement to be duly executed and delivered as of the above Effective Date.

Developer: SILVER BROOK ENERGY, LLC

Erik Nelson, Managing Member

Date: _____

Municipality: BOARD OF EDUCATION, STERLING SCHOOL DISTRICT

Courtney Langlois, Board Chair

Date: _____

Table 1

Developer Solar Energy Facility and Municipality Beneficial Accounts

Developer		Municipality			
Clean Energy Facility Project Name	Clean Energy Facility Electricity Production kWh (1st Year - Estimated)	Beneficial Account Facility Name	Beneficial Account Facility Address	Beneficial Account Account Number	Beneficial Account Annual Electricity Usage kWh (Estimated)
TBD	TBD	Sterling Community School	251 Sterling Road, Sterling, CT 06377	204634059 Meter: 081231221	466,224.99
TOTALS					466,224.99

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made by and between the Sterling Board of Education (the "Board"), and the Sterling Education Association (the "SEA").

WHEREAS, the Board and the SEA are parties to the collective bargaining agreement and

NOW, THEREFORE, the parties agree as follows:

1. Effective after the execution of this Agreement for the contract years of 2025-2028, the Board shall pay any employees of the SEA, who are hired for after-school activities programs the following rate of pay for work performed during the pre-approved program during the school year calendar.

Appendix B Stipend Schedules

	<u>25/26</u>	<u>26/27</u>	<u>27/28</u>
19. After School Activity Programs hourly rate of pay:	\$42.89	\$42.89	\$42.89

FOR THE BOARD

FOR THE UNION

Superintendent

Unit President

Date

Date

Board Chair

Date

Sterling Board of Education
Regular Board Meeting Dates - 2025
“EXCELLENCE WITH KINDNESS”

<u>Date:</u>	<u>Time:</u>	<u>Location:</u>
January 15, 2025	6:00 PM	Community Room
February 19, 2025	6:00 PM	Community Room
March 19, 2025	6:00 PM	Community Room
April 9, 2025	6:00 PM	Community Room
May 21, 2025	6:00 PM	Community Room
June 18, 2025	6:00 PM	Community Room
July 16, 2025	AS NEEDED	Community Room
August 20, 2025	6:00 PM	Community Room
September 17, 2025	6:00 PM	Community Room
October 15, 2025	6:00 PM	Community Room
November 19, 2025	6:00 PM	Community Room
December 17, 2025	6:00 PM	Community Room

Approved

CABE's version of this mandated policy to consider.

Mission – Goals – Objectives

Nondiscrimination

Nondiscrimination Policy and Notice

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

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

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

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

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

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

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

Mission – Goals – Objectives

Nondiscrimination Policy and Notice (continued)

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

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

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

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

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

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

District Title IX Coordinator:

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

District’s Other Designees Under Section 504

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

Mission – Goals – Objectives

Nondiscrimination Policy and Notice (continued)

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

U.S. Department of Education

Office for Civil Rights

Lyndon Baines Johnson Department of Education Bldg

400 Maryland Avenue, SW

Washington, DC 20202-1100

OCR@ed.gov

800-421-3481

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

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

(cf. 4000.1 – Title IX)

(cf. 4111 – Recruitment and Selection)

(cf. 4111.1/4211.1 – Affirmative Action)

(cf. 4118.11/4218.11 – Nondiscrimination)

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

(cf. 4118.113/4218.113 – Harassment)

(cf. 5145.4 – Nondiscrimination)

(cf. 5145.5 – Sexual Harassment)

(cf. 5145.51 – Peer Sexual Harassment)

(cf. 5145.52 – Harassment)

(cf. 5145.6 – Student Grievance Procedure)

(cf. 6121 – Nondiscrimination)

(cf. 6121.1 - Equal Educational Opportunity)

Legal Reference:

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

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

29 CFR 1604.11, EEOC Guidelines on Sex Discrimination.

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

Title IX Final Rule, May 6, 2020

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

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

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

Mission – Goals – Objectives

Nondiscrimination

Legal Reference: (continued)

Title II of the Genetic Information Act of 2008

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

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

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

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

Reg. 5512 (January 19, 2001)

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

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

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

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

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

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

Title II of the Genetic Information Nondiscrimination Act of 2008

Connecticut General Statutes

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

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

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

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

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

10-153 Discrimination on account of marital status.

17a-101 Protection of children from abuse.

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

Public Law 111-256

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

Mission – Goals – Objectives

Nondiscrimination

Legal Reference: (continued)

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

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

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

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

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

Policy adopted:
cps 7/24

An optional policy to consider.

Business and Non-Instructional Operations

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

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

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

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

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

Legal Reference: Connecticut General Statutes

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

10-222 Appropriations and budget

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

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

Policy adopted:

rev 10/21

rev 7/24

A mandated policy to consider.

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

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

Statement of Policy

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Statement of Policy (continued)

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

Definitions (Referenced in the District's Grievance Procedures)

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

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

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

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

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

Complainant means:

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

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

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

Party means a complainant or respondent.

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

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

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

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

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

Prohibition Against Retaliation

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

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

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

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

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

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

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

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

Notice of Non-Discrimination

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Notice of Non-Discrimination (continued)

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

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

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Notice of Non-Discrimination (continued)

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

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

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

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

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

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

Prohibition Against Retaliation

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

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

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Legal References: (continued)

Connecticut General Statutes

46a-60 Discriminatory employment practices prohibited.

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

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

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

Title IX, Final Rule, August 1, 2024

Policy adopted

cps 7/24

CABE's newest version of this policy.

Students

Suspension and Expulsion/Due Process

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

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

Policy Objectives

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

Policy Guidelines

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

Students

Suspension and Expulsion/Due Process

Policy Guidelines (continued)

2. Progressive Discipline Framework:

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

3. Restorative Practices:

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

4. Consistent and Fair Application:

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

5. Supportive Interventions:

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

6. Engagement and Collaboration:

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

7. Training and Professional Development:

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

Students

Suspension and Expulsion/Due Process

Policy Guidelines (continued)

Review and Accountability

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

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

A. Definitions

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

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

Students

Suspension and Expulsion/Due Process

A. Definitions (continued)

4. Suspension (continued)

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

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

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

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

Students

Suspension and Expulsion/Due Process

A. Definitions (continued)

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

Students

Suspension and Expulsion/Due Process (continued)

B. Removal from Class

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

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

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

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

Students

Suspension and Expulsion/Due Process

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

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

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

Students

Suspension and Expulsion/Due Process

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

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

Students

Suspension and Expulsion/Due Process

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

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

Students

Suspension and Expulsion/Due Process

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

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

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

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

Students

Suspension and Expulsion/Due Process (continued)

E. Scope of the Student Discipline Policy

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

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

b. Conduct off School Grounds

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

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

F. Mandatory Expulsion

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

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

Students

Suspension and Expulsion/Due Process

F. Mandatory Expulsion (continued)

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

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

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

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

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

Students

Suspension and Expulsion/Due Process

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

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

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

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

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

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

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

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

Students

Suspension and Expulsion/Due Process (continued)

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

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

H. Expulsion Procedures

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

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

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

Students

Suspension and Expulsion/Due Process

H. Expulsion Procedures (continued)

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

Students

Suspension and Expulsion/Due Process

H. Expulsion Procedures (continued)

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

Students

Suspension and Expulsion/Due Process (continued)

I. Notification

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

J. Stipulated Agreements

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

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

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

Students

Suspension and Expulsion/Due Process (continued)

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

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

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

A. Suspension of IDEA students

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

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

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

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

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

Students

Suspension and Expulsion/Due Process

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

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

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

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

C. Transfer of IDEA Students for Certain Offenses:

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

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

Students

Suspension and Expulsion/Due Process

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

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

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

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

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

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

Students

Suspension and Expulsion/Due Process

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

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

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

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

O. Alternative Educational Opportunity

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

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

Students

Suspension and Expulsion/Due Process

O. Alternative Educational Opportunity (continued)

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

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

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

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

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

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

P. Other Considerations

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

Students

Suspension and Expulsion/Due Process

P. Other Considerations (continued)

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

Students

Suspension and Expulsion/Due Process (continued)

Q. Change of Residence During Expulsion Proceedings (continued)

A. Student moving into the school district

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

B. Student moving out of the school district:

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

R. Compliance with Documentation and Reporting Requirements

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

Students

Suspension and Expulsion/Due Process (continued)

Readmission of Student from a Residential Placement

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

Students and parents shall be notified of this policy annually.

- Legal Reference: Connecticut General Statutes
- 4-176e through 4-180a. Contested Cases. Notice. Record, as amended
 - 10-74j Alternative education (PA 15-133)
 - 10-222d Safe school climate plans. Definitions. Safe school climate assessments.
 - 10-233a through 10-233f Suspension, removal and expulsion of students, as amended by PA 95-304, PA 96-244, PA 98-139, PA 07-66, PA 07-122, PA 08-160, PA 09-82, PA 09-6 (September Special Session), PA 10-111, PA 11-126, PA 14-229, PA 15-96, PA 16-147 and PA 17-220, and PA 19-91.
 - 10-233l Expulsion and suspension of children in preschool programs
 - 19a-342a Use of electronic nicotine delivery system or vapor product prohibited.
 - 29-38 Weapons in vehicles
 - 53a-3 Definitions.
 - 53a-217b Possession of Firearms and Deadly Weapons on School Grounds.
 - 53-344b Sale and delivery of electronic nicotine delivery system or vapor products to minors.
 - 53-206 Carrying of dangerous weapons prohibited.
 - PA 15-96 An Act Prohibiting Out-of-School Suspensions and Expulsions for Students in Preschool and Grades Kindergarten to Two.
 - GOALS 2000: Educate America Act, Pub. L. 103-227.
 - Title III - Amendments to the Individuals with Disabilities Education Act. Sec. 314 (Local Control Over Violence)

Students

Suspension and Expulsion/Due Process (continued)

Legal Reference: (continued)

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

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

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

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

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

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

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

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

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

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

Policy adopted:

rev 7/19

rev 7/24

Provision of an Alternative Educational Opportunity for Eligible Expelled Students

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

Options for Alternative Educational Opportunity

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

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

State Department of Education (SDE) Positions to Consider

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

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

Guiding Principles

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

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

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

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

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

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

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

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

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

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

d. Other considerations:

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

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

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

Procedures for Alternative Educational Opportunities for Expelled Students

Applicability of these Administrative Regulations

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

Responsible Personnel

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

Student Placement Procedures

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

Individualized Learning Plan

A. Development of the Individualized Learning Plan

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

B. Contents of the Individualized Learning Plan

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

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

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

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

Transition Plan for Readmission

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

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

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

Federal law:

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

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

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

[BOE LETTERHEAD]

(Date)

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

(Parent)¹

(Parent's Address)

(Non-custodial Parent, if applicable)

(Parent's Address)

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

Dear (Parent/Guardian):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

OR

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

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

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

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

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

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

7. All parties to this Agreement request that this Agreement be presented to the Board for the Board's consideration, in lieu of the submission of any other evidence by the Superintendent and/or NAME OF STUDENT or his/her parents, and they agree that this Agreement is sufficient for the Board to expel NAME OF STUDENT from school.
8. NAME OF STUDENT and HOME OF PARENT(S)/GUARDIAN(S) understand and acknowledge that, pursuant to C.G.S. 10-233d and Board policy, NAME OF STUDENT, is entitled to an expulsion hearing before the _____ Board of Education to contest said student's proposed expulsion. The student and his/her parent(s)/guardian(s) understands and acknowledge that at such hearing the student and his/her parent(s)/guardian(s) would have the right to call witnesses, to introduce documentary evidence, to cross examine Administration witnesses and to be represented by an attorney or other advocate at their own expense. Accordingly, NAME OF STUDENT and NAME OF PARENT(S)/GUARDIAN(S) waive said student's right to an expulsion hearing pursuant to (C.G.S. 10-233(d)).

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

NAME OF SUPERINTENDENT
Superintendent of Schools

Date: _____

NAME OF STUDENT
Student

Date: _____

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

Date: _____

Administrative regulation to accompany the Title IX policy.

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Grievance Procedures

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

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Grievance Procedures (continued)

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

Definitions

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Definitions (continued)

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

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

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

Complainant means:

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

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

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

Party means a complainant or respondent.

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Definitions (continued)

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

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Definitions (continued)

3. Specific offenses.

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Definitions (continued)

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

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

All grievance procedures are required to ensure the following:

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

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

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

Important Considerations:

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

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

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

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

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

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

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

Prohibition Against Retaliation

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

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

Ensuring District Communication Regarding its Non-Discrimination Policies and Procedures

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

Prohibition Against Schools Sharing Personal Information (Confidentiality and Privacy)

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

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

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

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

Child Services or Law Enforcement Reporting

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

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

Special Education/504 Considerations

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

Supportive Measures

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Supportive Measures (continued)

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

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

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

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Supportive Measures (continued)

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

Complaint Procedures

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

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

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

District-Initiated Complaints (continued)

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

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

Complaint Consolidation

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

Complaints Concerning District Policy or Practice

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Complaints Concerning District Policy or Practice (continued)

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

Upon Complaint Receipt

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Upon Complaint Receipt (continued)

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

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

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

Dismissal of a Complaint

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Dismissal of a Complaint (continued)

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

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

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

Appeal of Dismissal of Complaint

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

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

If the dismissal is appealed, the District will:

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

Personnel -- Certified/Non-Certified/Students**Sexual Harassment/Title IX****Prohibition of Sex Discrimination and Sexual Harassment in The Workplace (continued)****Investigation of the Complaint by the District**

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Investigation of the Complaint by the District (continued)

Evidentiary Exclusions:

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

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

Questioning the Parties and Witnesses:

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Investigation of the Complaint by the District (continued)

Determining Whether Sex Discrimination Occurred:

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

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

Disciplinary Sanctions for Sex-Based Harassment

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

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

Remedies

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

District Determination that Sex Discrimination Occurred

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

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

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

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

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

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

Timeframe

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

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

Personnel -- Certified/Non-Certified/Students

Sexual Harassment/Title IX

Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

Timeframe (continued)

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

Overlapping Discrimination Claims and This Procedure

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

Maintenance of Records

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

Regulation approved:

cps 7/24

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

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

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

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

Complainant's Name: _____

Home Address: _____

Name of School of attendance or employment: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Grade (student): _____

Current position/job (employee): _____

Email address: _____

Preferred method of contact: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present/have knowledge: _____

Where did the incident(s) occur? _____

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

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

(Complainant's Signature)

(Date)

(Reviewed By)

(Date)

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

[PLACE ON DISTRICT LETTERHEAD]

[Date]

Dear [Student or Employee]

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

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

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

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

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

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

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

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

Sincerely,

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

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

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

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

[PLACE ON DISTRICT LETTERHEAD]

[Date]

Dear [Student or Employee]

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

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

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

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

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

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

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

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

Sincerely,

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

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

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

CONFIDENTIALITY AGREEMENT

TITLE IX INVESTIGATION

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

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

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

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

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

(Name of Student/Employee)

(Signature)

(Date)

Received by: _____
(Name/Signature)

(Date)

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

[Date]

Dear _____:

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

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

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

Right to Appeal the Dismissal

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

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

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

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

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

Sincerely,

[Name of Title IX Coordinator]

Suggested sample regulation.

Students

Suspension and Expulsion/Due Process

Suspension

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

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

Students

Suspension and Expulsion/Due Process (continued)

Suspension (continued)

8. Textbooks and homework are to be provided each student for the duration of the suspension period and the student shall be allowed to complete any classwork, including examinations, without penalty, which was missed during suspension.
9. The Superintendent shall report any unusually serious cases of student suspension to the Board of Education at the first meeting following such action.
10. Notice of a suspension for conduct endangering persons or property or seriously disruptive of the educational process and a description of the conduct leading to such suspension shall be included on the student's cumulative educational record. Such notice shall be expunged from the cumulative record by the Board if the student graduates from high school, except if such notice of expulsion is based on possession of a firearm or deadly weapon.
11. All suspensions shall be in-school suspensions unless the administration (1) determines that the student, in grades three through twelve, inclusive, being suspended poses such a danger to persons or property or such a disruption of the educational process that the student shall be excluded from school during the period of suspension or (2) that an out-of-school suspension is appropriate based on evidence of previous disciplinary problems that have led to suspensions or expulsion of the student and efforts by the administration to address such disciplinary problems through means other than out-of-school suspension or expulsion, including positive support strategies.

A student in grades preschool through grade two, inclusive, may be given an out-of-school suspension if it is determined by the administration that such suspension is appropriate based on evidence that the student's conduct on school grounds is of a violent or sexual nature that endangers persons.
12. The administration will use the guidelines developed and promulgated by the Commissioner of Education to help determine whether a student should receive an in-school or out-of-school suspension.
13. In-school suspension will be served in the school attended by the student. (or: In-school suspensions will be served by assigning the suspended student to one of the following schools: _____.)
14. For any student who is suspended for the first time and who has never been expelled, the school administration may shorten the length of or waive the suspension period if the student successfully completes an administration-specified program and meets any other administration-required conditions. Such program shall be at no expense to the student or his/her parents/guardians.

Students

Suspension and Expulsion/Due Process (continued)

Suspension (continued)

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

Expulsion

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

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

The procedures leading to expulsion are as follows:

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

Students

Suspension and Expulsion/Due Process (continued)

Expulsion (continued)

- B. The notice shall contain:

The date, time and place of the scheduled hearing.

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

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

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

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

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

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

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

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

Students

Suspension and Expulsion/Due Process (continued)

Expulsion (continued)

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

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

Students

Suspension and Expulsion/Due Process (continued)

Expulsion (continued)

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

Students

Suspension and Expulsion/Due Process (continued)

Expulsion (continued)

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

Prior Notice

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

Students

Suspension and Expulsion/Due Process

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

Regulation approved:

rev 7/19

rev 7/24

EXPULSION HEARING CHECK LIST

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

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

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

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

AFTER HEARING:

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

Expulsion Hearings - Order of Copies

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

If presided over by Board Members nine (9) sets

PHASE I

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

Policy and Regulations (Policy/Regs #5114)

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

Incident Report (redacted)

Statements (redacted)

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

PHASE II

Discipline Records (current year first followed by previous years)

Attendance Records (current year first followed by previous years)

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