

Board of Directors Regular Business

MEETING AGENDA



Date: October 10, 2024
Time: 9:00 – 11:00 a.m.
Location: LEARN, Room 107/ 44 Hatchetts Hill Road, Old Lyme, CT 06371

A remote meeting option is provided for those unable to attend in person. The login information is on page 2.

- 1. Call to Order:** Pledge of Allegiance
- 2. Audience and Guests:** Introductions
- 3. Public Comment:**
- 4. Reading and/or Review of Correspondence:**
- 5. Superintendents' Perspective:** Overview of [Multilingual Learners Bill of Rights](#) with Jill Bessette, LEARN Systems Developer
- 6. Consent Agenda:**
 - 6.1 Approval of the DRAFT Minutes, Regular Business Meeting—September 12, 2024
 - 6.2 Approval of Budget Summary as of September 30, 2024
 - 6.3 Approval of Grant Applications
- 7. Information from the Executive Director:**
 - 7.1 Hiring—Resignations and new hires, including trend reports
 - 7.2 Distributions — [CABE 2024 Law Summaries](#)
 - 7.3 Executive Committee Meeting Minutes, Regular Business Meeting—September 27, 2024
 - 7.4 LEARN Building Committee Meeting Minutes—September 27, 2024
 - 7.5 Legislative Updates
 - 7.6 LEARN Agency Updates

8. Old Business:

- 8.1 New Policy #3314, Business and Non-Instructional Operations, Series 3000; “*Travel Reimbursement*,” Second Read
- 8.2 New Policy #3520.13, Business and Non-Instructional Operations, Series 3000; “*Student Data Protection and Privacy*”, Second Read
- 8.3 New Policy #4118.51/4218.51, Personnel (Certified/Non-Certified), Series 4000; “*Social Media*”, Second Read

9. New Business:

- 9.1 Revised Policy #5005, Students, Series 5000; “*Student Prohibition of Sex Discrimination, Including Sex-Based Harassment*”

10. Educational Perspective: Magnet School Assistance Program Overview: Southeastern Connecticut Sustainable Outcomes by Advancing Regional Solutions (SECT SOARS)/ Dr. Ryan Donlon, LEARN Associate Executive Director, and Liz Binger, LEARN Assistant MSAP/LEAP Project Director, to present

11. Roundtable Discussion: Other districts and cell phones

12. Future Roundtable Topics:

13. Adjournment:

JOIN ZOOM MEETING

<https://us02web.zoom.us/j/88179290855?pwd=L8ZTZ1TTOmeH7Xj47dwTVfgnSADbGa.1>

Meeting ID: 881 7929 0855

Passcode: 940741

• +1 929 205 6099 US (New York)

Meeting ID: 881 7929 0855

Passcode: 940741

LEARN.k12.ct.us

Board of Directors Regular Business

MEETING AGENDA NOTES



Date: October 10, 2024
Time: 9:00 – 11:00 a.m.
Location: LEARN, Room 107/ 44 Hatchedts Hill Road, Old Lyme, CT 06371

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 - 6.3 Approval of Grant Applications
- 7. Information from the Executive Director:**
 - 7.1 Hiring—Resignations and new hires, including trend reports
 - 7.2 Distributions — TBD [CABE 2024 Law Summaries](#)
 - 7.3 Executive Committee Meeting Minutes, Regular Business Meeting—September 27, 2024
 - 7.4 LEARN Building Committee Meeting Minutes—September 27, 2024
 - 7.5 Legislative Updates
 - 7.6 LEARN Agency Updates: **LEARN News for Families, September 2024 Edition:** An e-newsletter resource for parents, guardians, and caregivers of students enrolled in LEARN's Family of Schools.

8. Old Business:

- 8.1 New Policy #3314, Business and Non-Instructional Operations, Series 3000; “*Travel Reimbursement*,” Second Read

Motion to approve New Policy 3314, Travel Reimbursement, as presented.

- 8.2 New Policy #3520.13, Business and Non-Instructional Operations, Series 3000; “*Student Data Protection and Privacy*”, Second Read

Motion to approve New Policy 3520.13, Student Data Protection and Privacy, as presented.

- 8.3 New Policy #4118.51/4218.51, Personnel (Certified/Non-Certified), Series 4000; “*Social Media*”, Second Read

Motion to approve New Policy 4118.51/4218.51, Social Media, as presented.

9. New Business:

- 9.1 Revised Policy #5005, Students, Series 5000; “*Student Prohibition of Sex Discrimination, Including Sex-Based Harassment*”

Motion to adopt Revised Policy 5005, Student Prohibition of Sex Discrimination, Including Sex-Based Harassment, as presented.

- 10. Educational Perspective: Magnet School Assistance Program Overview: Southeastern Connecticut Sustainable Outcomes by Advancing Regional Solutions (SECT SOARS)/ Dr. Ryan Donlon, LEARN Associate Executive Director, and Liz Binger, LEARN Assistant MSAP/LEAP Project Director, to present**

- 11. Roundtable Discussion: Other districts and cell phones**

- 12. Future Roundtable Topics:**

- 13. Adjournment:**

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Meeting ID: 881 7929 0855
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• +1 929 205 6099 US (New York)
Meeting ID: 881 7929 0855
Passcode: 940741

LEARN.k12.ct.us



DRAFT MINUTES
LEARN Board of Directors
REGULAR/BUSINESS MEETING
Thursday, September 12, 2024
Draft Posted: September 18, 2024

Present: Eric Bauman, East Lyme; Dale Bernardoni, Chester/Grades K-6; Kate Ericson, LEARN; Jennifer Favalora, Killingworth/Region 17; Elizabeth Fernandes, Westbrook; A. Terri Garrity, East Haddam (Zoom); Cindy Luty, Preston; Robert Mitchell, Montville; Beverly Washington, Groton; and Mary Ann Connelly, Madison (Zoom)

Not Attending and Not Represented: Sara Baker, Stonington; Steve Beeler, Old Saybrook; W. Scott Brown, Lyme & Old Lyme/Region 18; Mary Harris, Ledyard; Kristen Peck, Guilford; Gregory Perry, Norwich; Sean Reith, Salem; Christine Wagner, North Stonington; Laurie Wolfley, Waterford; Vacant, Chester, Deep River, Essex Region #4; Vacant, Clinton; Vacant, Deep River/Grades K-6; Vacant, East Hampton; Vacant, Essex/Grades K-6; and Vacant, New London

Guests: Tara Amatrudo, LEARN MSMHS Principal; Michael Belden, LEARN Chief Financial Officer; Javen Benitez, LEARN IT Tech; Dr. Ryan Donlon, LEARN Associate Executive Director; Christina Golgozeanu, LEARN ELL Systems Developer; Eric Litvinoff, LEARN Teacher of the Year; and Elizabeth McCaffery, LEARN Director of Human Resources

Meeting began at 9:02 a.m.

1. **Call to Order:** Pledge of Allegiance
2. **Audience and Guests:** Introductions
3. **Public Comment:** No public comment

*Request Motion to move agenda item 9.1 Teacher and Para Educator of the Year presentations to precede regular business meeting agenda items.

Motion to move agenda item 9.1 Teacher and Para Educator of the Year to precede agenda item 4

- **Presented by Cindy Luty**
- **Second Beverly Washington**
- **Motion passed unanimously**

4. **Reading and/or Review of Correspondence:** Executive Director Ericson shared email correspondence from the (4.1) Office of Civil Rights confirming receipt of LEARN's FY2024 MSAP grant application and a (4.2) 2024-2025 Letter of Approval, received via email on 9/10/2024, from the State of Connecticut Department of Education for LEARN's revised Leader and Educator Evaluation and Support Plan.
5. **Superintendents' Perspective:** LEARN Associate Executive Director, Dr. Ryan Donlon, shared that the 2024-2025 school year began with a smooth opening of all LEARN Magnet Schools. [Dr. Donlon's presentation](#) focused on building out the future of LEARN's Family of Magnet Schools as well as continuing LEARN's strategic mission of unification. He began his presentation with some history of LEARN partnerships and programs, including HILL For Literacy, McREL, and LEAP. He provided insight into the process for curriculum review, that we are in our second year of partnering with MCREL to further boost our leadership and produce effective development plans, while expanding the leadership teams at the schools and developing common language around leadership to make the change successful. Dr. Donlon also offered an enrollment review of The Friendship School (TFS), Regional Multicultural Magnet School (RMMS), Marine Science Magnet High School, and Three Rivers Middle College (TRMC), and clarified that magnet student lottery selection is not driven by race or ethnicity but is based solely on an algorithm that uses



census block data to increase potential for having a diverse pool of students. Dr. Donlon noted that over time, current research has proven that this method helps to produce racially and ethnically diverse student bodies.

In addition to the opening of schools, Dr. Donlon provided an overview of the [Magnet Schools Operations' Plans](#) for The Friendship School (TFS), Regional Multicultural Magnet School (RMMS), and the Marine Science Magnet High School (MSMHS). All interdistrict Magnet School operators must complete and submit the required compliance plans within the timeframe set by the Connecticut State Department of Education to receive approval from the Commissioner and remain eligible for the operating grant(s).

6. **Consent Agenda:**

- 6.1 Approval of the DRAFT Minutes, Regular Business Meeting—June 13, 2024
- 6.2 Approval of the DRAFT Minutes, Special Business Meeting—July 16, 2024
- 6.3 Approval of Budget Summary as of August 31, 2024
- 6.4 Approval of Grant Applications—5yr EIR AI² project: Enhancing 5th Grade Algebra Instruction with Artificial Intelligence to Improve Math Identity and Performance for 50 schools and 10 public school districts in SECT, including New London Public Schools; and 3yr State and Local Cybersecurity Grant Program (SLCGP)

Motion to accept the Consent Agenda as presented.

- **Presented by Beverly Washington**
- **Second Dale Bernardoni**
- **Motion passed unanimously**

7. **Information from the Executive Director:**

- 7.1 Hiring—Resignations and new hires, including trend reports: *Attached in the agenda packet.*
- 7.2 Distributions— *Will be made available online* (2023-2024 LEARN Annual Report) and the Connecticut State Department of Education Commissioner's [2024-2025 Annual Back-to-School Memo](#)
- 7.3 Executive Committee Meeting Minutes, Regular Business Meeting—August 23, 2024: *Attached in the agenda packet.*
- 7.4 LEARN Building Committee Meeting Minutes—June 25, 2024 and August 23, 2024: *Attached in the agenda packet.*
- 7.5 Legislative Updates: Executive Ericson shared upcoming scheduled meetings with Secretary Jeffrey Beckham of the Connecticut Office of Policy and Management (OPM) in September to talk about magnet funding with the RESC Alliance, and Representative Jeff Currey and the RESC Alliance in October. The Executive Director also received a call from



Beth Bye, Commissioner of the Office of Early Childhood regarding the new Tri-Share Program.

7.6

LEARN Agency Updates – Executive Director Ericson commented on staffing for the upcoming year, as Human Resources successfully hired and onboarded seventeen certified educators, 20 non-certified staff, and one Special Education Supervisor for the LEARN Schools (Please note that the LEARN - Goodwin Schools Partnership concluded as of September 1, 2024). Also, the New Educator Orientation was a successful, two-day event. Currently, there are 42 ½ LEARN vacancies. The Board was updated on LEARN’s successful August events, including the Administrative Retreat and 2024 Convocation. LEARN has acquired a new Cyber Security partnership with Pentera, as the contract was unanimously approved by the Executive Committee at the August meeting. Newman/RDG Architects toured the property and are currently in the process of building out the project timeline, while continuing to meet with various school groups and stakeholders, as the Early Childhood School design process evolves. LEARN was contacted by the Connecticut Office of Early Childhood (OEC) to partner in a statewide initiative to implement a new Tri-Share Program that has \$1.8 million in funding this year. LEARN will pilot a new infant/toddler program in two renovated classrooms at the Friendship School in the upcoming year. Executive Director Ericson shared about the AESA Summer Leadership Conference and new Youth Mental Health Navigator position, as well as LEARN’s Speech Language Pathologists are scheduled to present at the American Speech-Language-Hearing Association's National Conference. LEARN continues to expand its programs and services reach within the region. The Communications team rolled out a new website in July, and IT, HR and School Administrators collaborated to produce a new Teacher Evaluation Feedback App. LEARN’s new electric charging stations are now fully installed at Ocean Avenue LEARNing Academy (OALA), Hatchetts Hill (HH), and Regional Multicultural Magnet School (RMMS). The renovations at Hatchetts Hill are fully underway and proceeding to the second floor. Executive Director Ericson concluded updates with the current partnership with the Waterford Public Works department to provide storage space at The Friendship School ahead of the Southwest School demolition.

8. Old Business:

- 8.1 Approve Executive Director’s Authority to Draw on Established Line of Credit. This is an annual request and would only be used in an emergency to meet payroll. The average bi-weekly payroll is approximately \$1.5 million. This line of credit has never been used to date.

Postponed from May 9 and June 13 meetings, vote pending additional information.

Motion to rescind original motion, RESOLVED, that Katherine Ericson Executive Director, is authorized to approve and draw on the established line of credit, effective through June 30, 2025.

- Presented by Dale Bernardoni
- Second Beverly Washington
- Motion passed unanimously

9. New Business:

- 9.1 Teacher (Eric Litvinoff) and Para Educator of the Year (Sonia Rivera)* *Moved to top of the agenda.*



- 9.2 Accounting firm, CliftonLarsonAllen, LLP (CLA) Annual Governance Memo to the Board regarding the 2023-2024 audit

Motion to acknowledge receipt of the annual “Governance Memo to the Board” from accounting firm, CliftonLarsonAllen’s regarding the 2023-2024 audit process

- **Presented by Cindy Luty**
- **Second Beverly Washington**
- **Motion passed unanimously**

- 9.3 New Policy #3314, Business and Non-Instructional Operations, Series 3000; “*Travel Reimbursement*,” First Read

- 9.4 New Policy #3520.13, Business and Non-Instructional Operations, Series 3000; “*Student Data Protection and Privacy*”, First Read

- 9.5 New Policy #4118.51/4218.51, Personnel (Certified/Non-Certified), Series 4000; “*Social Media*”, First Read

10. Educational Perspective:
11. Roundtable Discussion: Artificial Intelligence (AI) in education - Christina Golgozeanu joined the discussion and spoke to the ability of teachers to effectively engage students utilizing AI to promote connecting students with their classwork. Christina recommended the efficacy of Brisk Teaching. Board member Bauman asked if it would be possible for the state or RESCs to come together and pool some students and teachers and possibly pilot looking at what works and what doesn’t in relation to AI? Javen Benitez suggested that consideration be given regarding the ability of AI to be customized for an organization, as well as to suit an organization’s particular need(s), and is not restricted to one-size-fits-all.
12. Future Roundtable Topics: Cell phones.
13. Adjournment:

Motion to adjourn at 11:12 a.m.

- **Presented by Jennifer Favalora**
- **Second Beverly Washington**
- **Motion passed unanimously**

Respectfully submitted by:

Jamella A. A. Etienne

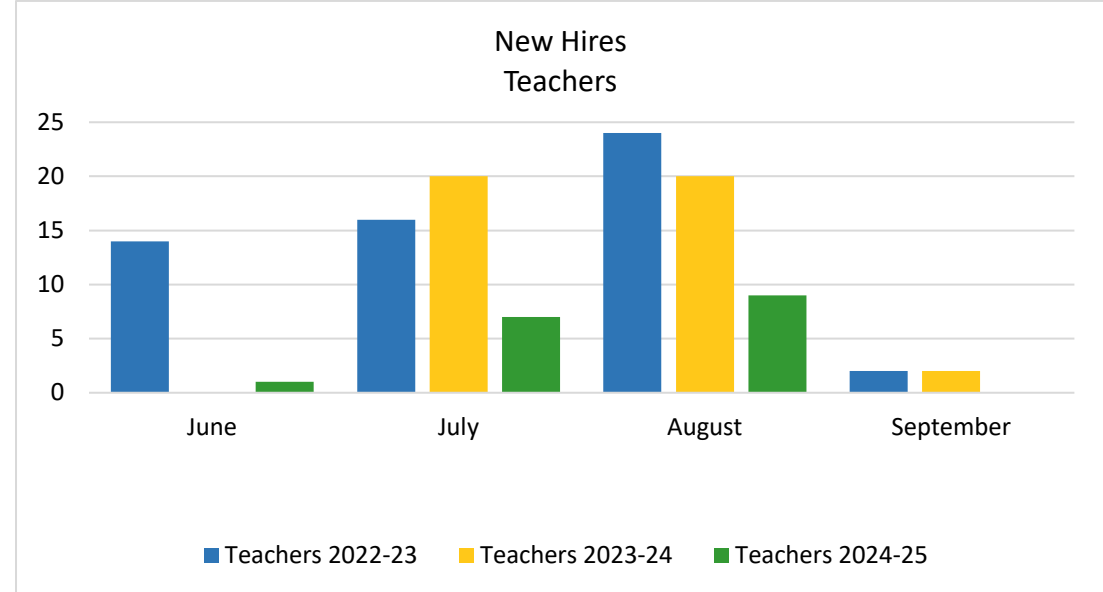
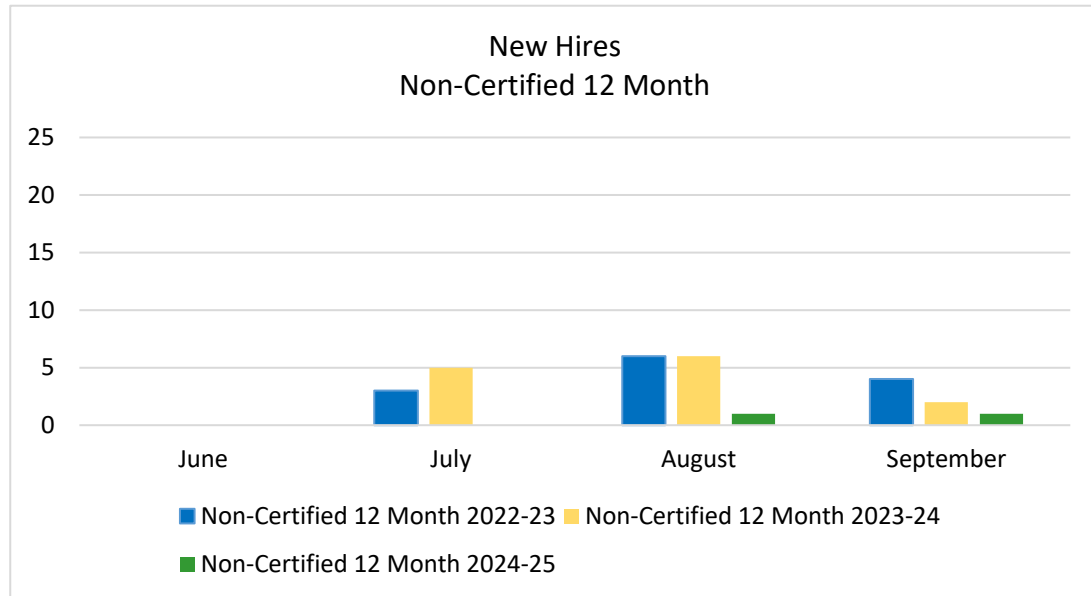
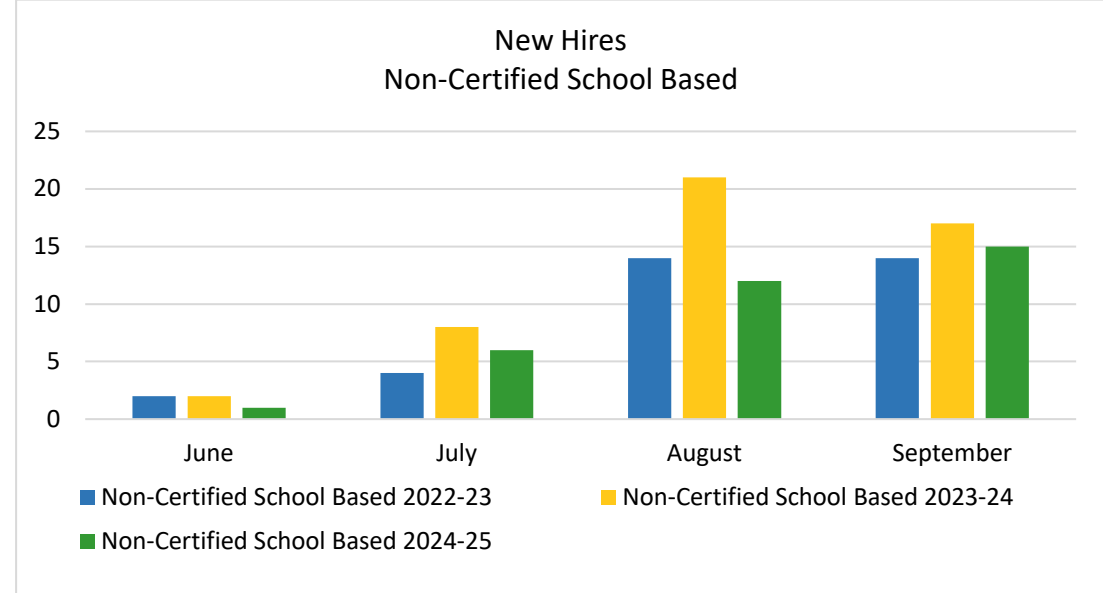
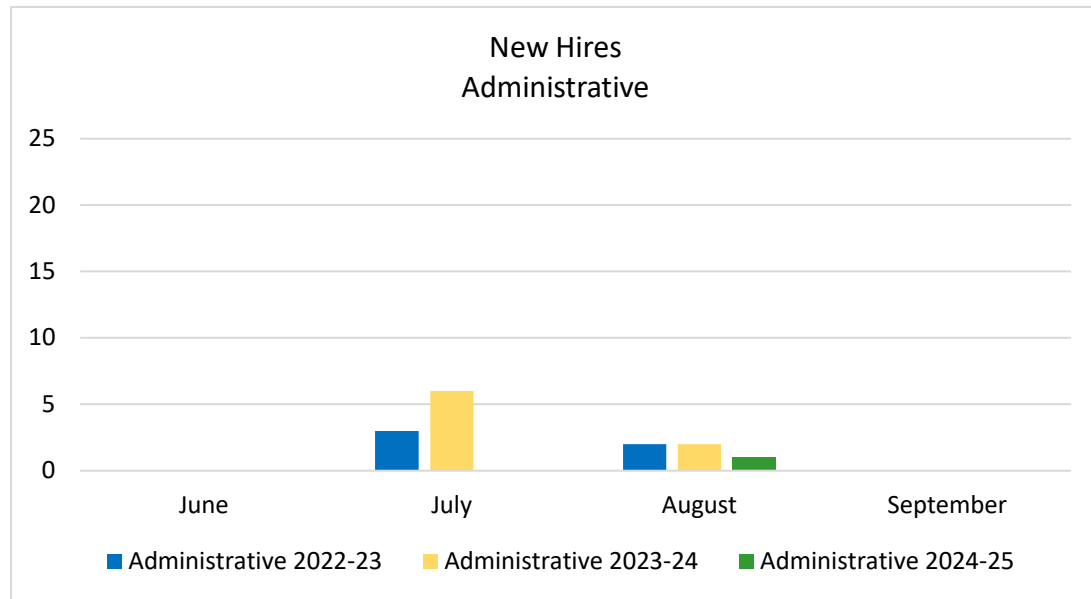
LEARN									
BUDGET & ACTUAL (FY 2024-2025)	REVENUES				EXPENDITURES				
CURRENT YEAR REVIEW	Original Adopted Budget FY 24/25	Revised Budget	Year-to-Date Actual Revenues	Estimated Revenues Receivable	Original Adopted Budget FY 24/25	Revised Budget	Year-to-Date Actual Expenditures	Year-to-Date Actual Encumbrances	Actual Available Budget
* in thousands		<i>as of 9-30-24</i>	<i>as of 9-30-24</i>	<i>as of 9-30-24</i>		<i>as of 9-30-24</i>	<i>as of 9-30-24</i>	<i>as of 9-30-24</i>	<i>as of 9-30-24</i>
Departments & Programs									
Student Support Services	\$ 18,503	\$ 19,101	\$ 10,327	\$ 8,774	\$ 18,503	\$ 19,101	\$ 3,029	\$ 966	\$ 15,106
Goodwin Schools	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSAP	\$ 2,410	\$ 425	\$ -	\$ 425	\$ 2,410	\$ 425	\$ 149	\$ 52	\$ 224
Office of Teaching & Learning	\$ 1,717	\$ 1,707	\$ 21	\$ 1,686	\$ 1,717	\$ 1,707	\$ 237	\$ 37	\$ 1,433
Early Childhood Education	\$ 2,320	\$ 2,447	\$ 11	\$ 2,436	\$ 2,320	\$ 2,447	\$ 644	\$ 1,299	\$ 504
Transportation	\$ 434	\$ 438	\$ -	\$ 438	\$ 434	\$ 438	\$ 9	\$ 9	\$ 420
COVID Relief	\$ -	\$ 6	\$ -	\$ 6	\$ -	\$ 6	\$ 88	\$ 46	\$ (128)
Executive Services, Special Projects, IT	\$ 3,088	\$ 3,114	\$ 139	\$ 2,975	\$ 3,088	\$ 3,114	\$ 2,261	\$ 6,435	\$ (5,582)
Dept & Programs Subtotal	\$ 28,472	\$ 27,238	\$ 10,498	\$ 16,740	\$ 28,472	\$ 27,238	\$ 6,417	\$ 8,844	\$ 11,977
Magnet Schools									
Regional Multicultural Magnet School	\$ 6,049	\$ 6,058	\$ 3,830	\$ 2,228	\$ 6,049	\$ 6,058	\$ 735	\$ 796	\$ 4,527
Marine Science Magnet High School	\$ 4,005	\$ 4,005	\$ 2,056	\$ 1,948	\$ 4,005	\$ 4,005	\$ 549	\$ 632	\$ 2,824
The Friendship School	\$ 6,130	\$ 6,160	\$ 3,303	\$ 2,858	\$ 6,130	\$ 6,160	\$ 771	\$ 676	\$ 4,713
Three Rivers Middle College High School	\$ 1,191	\$ 1,191	\$ 622	\$ 569	\$ 1,191	\$ 1,191	\$ 140	\$ 210	\$ 841
Magnet Schools Subtotal	\$ 17,375	\$ 17,414	\$ 9,811	\$ 7,603	\$ 17,375	\$ 17,414	\$ 2,195	\$ 2,314	\$ 12,905
Non-Operating Items									
ECHMC Insurance	\$ 30,217	\$ 32,190	\$ 2,366	\$ 29,824	\$ 30,217	\$ 32,190	\$ 8,207	\$ 23,591	\$ 392
Food Service	\$ 950	\$ 950	\$ 23	\$ 927	\$ 950	\$ 950	\$ 34	\$ 12	\$ 904
Construction Projects / Capital Expenditures	\$ 6,909	\$ 7,345	\$ -	\$ 7,345	\$ 6,909	\$ 7,345	\$ 241	\$ 2,288	\$ 4,816
Non-Operating Items Subtotal	\$ 38,076	\$ 40,485	\$ 2,389	\$ 38,096	\$ 38,076	\$ 40,485	\$ 8,482	\$ 25,891	\$ 6,112
Grand Total	\$ 83,923	\$ 85,137	\$ 22,698	\$ 62,439	\$ 83,923	\$ 85,137	\$ 17,094	\$ 37,049	\$ 30,994
Notes	Original budget amounts tie to the approved Board budget; revised budgets continue to reflect ongoing activity such as new contracts and roll forward of 2 year grants								
	Goodwin = Effective 7/1/2024, LEARN's partnership with Goodwin University Magnet Schools has ended resulting in an ~\$15m reduction in the budget.								
	MSAP = THE MSAP 5 year LEAP grant began In October 2022 for \$9.8m. The revised budget reflects the anticipated spend in the current year.								
	COVID Relief = LEARN received \$2,568,834 of ARP ESSER funds; all funds were spent by the deadline of 9/30/24.								
	Exec Services, Special Projects, IT = Expenditures consist mainly of amounts paid to cover health insurance costs; all expenditures will be offset by admin (12%) and health insurance allocations charged monthly to schools / departments.								
	ECHMC = Effective 7/1/24, East Haddam Board of Education and Town joined the ECHMC.								
	Construction Projects = LEARN anticipates spending ~\$6m for the Early Childhood Center of Excellence project in addition to several projects at each of LEARN's magnet schools. Additionally, LEARN's central office renovations are in process including new flooring, office reconfiguration, and bathroom updates.								
	These projects will be funded by an Interdistrict Magnet School Capital Improvement Grant and the Capital fund balance.								

LEARN BUDGET & ACTUAL (FY 2024-2025) PRIOR YEAR COMPARISON * in thousands	REVENUES					EXPENDITURES						
	Revised Budget	Prior Year to Date Actual Revenues	Current Year to Date Actual Revenues	Revenues: Increase/ (Decrease)	Revenues: Increase; (Decrease) Change	Revised Budget	Prior Year to Date Actual Expenditures	Prior Year to Date Actual Encumbrances	Current Year to Date Actual Expenditures	Current Year to Date Actual Encumbrances	Expenses: Increase/ (Decrease)	Expenses: Increase; (Decrease) Change
	as of 9-30-24	as of 9-30-23	as of 9-30-24	as of 9-30-24	as of 9-30-24	as of 9-30-24	as of 9-30-23	as of 9-30-23	as of 9-30-24	as of 9-30-24	as of 9-30-24	as of 9-30-24
Departments & Programs												
Student Support Services	\$ 19,101	\$ 2,080	\$ 10,327	\$ 8,248	>100%	\$ 19,101	\$ 2,774	\$ 752	\$ 3,029	\$ 966	\$ 469	13%
Goodwin Schools	\$ -	\$ 562	\$ -	\$ (562)	-100%	\$ -	\$ 2,296	\$ 1	\$ -	\$ -	\$ (2,297)	-100%
MSAP	\$ 425	\$ 193	\$ -	\$ (193)	-100%	\$ 425	\$ 242	\$ 42	\$ 149	\$ 52	\$ (82)	-29%
Office of Teaching & Learning	\$ 1,707	\$ 21	\$ 21	\$ -	0%	\$ 1,707	\$ 275	\$ 26	\$ 237	\$ 37	\$ (25)	-9%
Early Childhood Education	\$ 2,447	\$ 164	\$ 11	\$ (153)	-93%	\$ 2,447	\$ 325	\$ 1,326	\$ 644	\$ 1,299	\$ 291	18%
Transportation	\$ 438	\$ -	\$ -	\$ -	0%	\$ 438	\$ 10	\$ 10	\$ 9	\$ 9	\$ (1)	-11%
COVID Relief	\$ 6	\$ -	\$ -	\$ -	0%	\$ 6	\$ 182	\$ 90	\$ 88	\$ 46	\$ (139)	-51%
Executive Services, Special Projects, IT	\$ 3,114	\$ 439	\$ 139	\$ (300)	-68%	\$ 3,114	\$ 2,567	\$ 5,875	\$ 2,261	\$ 6,435	\$ 255	3%
Dept & Programs Subtotal	\$ 27,238	\$ 3,459	\$ 10,499	\$ 7,039	203%	\$ 27,238	\$ 8,673	\$ 8,124	\$ 6,418	\$ 8,845	\$ (1,532)	-9%
Magnet Schools												
Regional Multicultural Magnet School	\$ 6,058	\$ 2,786	\$ 3,830	\$ 1,044	37%	\$ 6,058	\$ 821	\$ 700	\$ 735	\$ 796	\$ 10	1%
Marine Science Magnet High School	\$ 4,005	\$ 1,506	\$ 2,056	\$ 550	37%	\$ 4,005	\$ 574	\$ 548	\$ 549	\$ 632	\$ 60	5%
The Friendship School	\$ 6,160	\$ 2,834	\$ 3,303	\$ 469	17%	\$ 6,160	\$ 824	\$ 687	\$ 771	\$ 676	\$ (65)	-4%
Three Rivers Middle College High School	\$ 1,191	\$ 452	\$ 622	\$ 170	38%	\$ 1,191	\$ 123	\$ 202	\$ 140	\$ 210	\$ 24	7%
Magnet Schools Subtotal	\$ 17,414	\$ 7,578	\$ 9,811	\$ 2,233	29%	\$ 17,414	\$ 2,342	\$ 2,138	\$ 2,195	\$ 2,313	\$ 29	1%
Non-Operating Items												
ECHMC Insurance	\$ 32,190	\$ 7,148	\$ 7,188	\$ 42	1%	\$ 32,190	\$ 6,966	\$ 13,956	\$ 8,207	\$ 23,592	\$ 10,876	52%
Food Service	\$ 950	\$ 22	\$ 23	\$ 1	6%	\$ 950	\$ 100	\$ 7	\$ 34	\$ 12	\$ (60)	-57%
Construction Projects / Capital Expenditures	\$ 7,345	\$ -	\$ -	\$ -	0%	\$ 7,345	\$ 478	\$ 310	\$ 241	\$ 2,288	\$ 1,741	>100%
Non-Operating Items Subtotal	\$ 40,485	\$ 7,170	\$ 7,212	\$ 43	1%	\$ 40,485	\$ 7,544	\$ 14,274	\$ 8,482	\$ 25,892	\$ 12,557	58%
Grand Total	\$ 85,137	\$ 18,207	\$ 27,522	\$ 9,315	51%	\$ 85,137	\$ 18,559	\$ 24,535	\$ 17,095	\$ 37,051	\$ 11,053	26%
<u>Variances: Revenues & Expenditures</u>												
SSS = FY25 student count is budgeted at 104 students at Ocean Ave Learning Academy and the Learn Transition Academy vs FY24 student count of 85. Revenues / expenditures are expected to increase over prior year.												
Magnet Schools = Enrollments for FY25 are down slightly in total from FY24; TFS 460 v 459, RMMS 470 v 495, MSMHS 274 v 271, TRMC 92 v 81. 10/1 enrollment is in line with expectations based on LEARN's family of schools.												
ECHMC = Beginning July 1, 2024, East Haddam Board of Education and Town (~150 members) joined the ECHMC.												
Construction Projects = In FY25, LEARN anticipates higher expenses from central office renovations and preliminary expenses for LEARN's Early Childhood Center of Excellence.												

LAST NAME	FIRST NAME	POSITION	DEPT	DATE	PAY	RATE	COMMENTS
BONAGURA	MILLIE	SUBSTITUTE INSTRUCTOR	TFS	09/17/2024	PER DIEM	\$120.00	REPLACEMENT
BURGOS MEZA	GENEVA	INTERVENTION SPECIALIST	SSS	08/29/2024	HOURLY	\$17.15	REPLACEMENT
CARLIN	AMY	ELL TUTOR	MSMHS	09/09/2024	HOURLY	\$27.60	NEW POSITION
GENTILE	MARY JO	SUBSTITUTE TEACHER	MSMHS	09/05/2024	PER DIEM	\$128.00	REPLACEMENT
GUILBERT	SHAWNEE	SUBSTITUTE INSTRUCTOR	TFS	09/25/2024	PER DIEM	\$120.00	REPLACEMENT
HOPKINS	EMILY	SUBSTITUTE INSTRUCTOR	TFS	09/12/2024	PER DIEM	\$120.00	REPLACEMENT
JUDD	VANESSA	MEDICAL ASSISTANT SPECIALIST	SSS	09/23/2024	SALARY	\$26,913.81	REPLACEMENT
LANE	ZACHARY	SUBSTITUTE TEACHER	MSMHS	09/03/2024	PER DIEM	\$128.00	REPLACEMENT
MAITY	JAYITA	TECHNOLOGY SPECIALIST	IT	09/03/2024	SALARY	\$52,000.00	NEW POSITION
MARTINEZ	ISAIAS	INTERVENTION SPECIALIST	SSS	08/29/2024	HOURLY	\$17.58	REPLACEMENT
MAY	FABIAN	INTERVENTION SPECIALIST	SSS	09/16/2024	HOURLY	\$17.15	REPLACEMENT
O'BRIEN	JESSICA	LONG TERM SUBSTITUTE TEACHER	SSS	09/16/2024	PER DIEM	\$256.06	REPLACEMENT
PARADIS	ROSA	ASSOCIATE INSTRUCTOR	RMMS	09/03/2024	HOURLY	\$20.86	REPLACEMENT
PENA	NATHALIE	ASSOCIATE INSTRUCTOR	TFS	08/28/2024	HOURLY	\$16.91	REPLACEMENT
POURIET RIVERA	SHIRLYANN	INTERVENTION SPECIALIST	SSS	09/16/2024	SALARY	\$28,464.73	REPLACEMENT
SANTANA BENITEZ	ANGELA	SUBSTITUTE INSTRUCTOR	TFS	09/19/2024	PER DIEM	\$129.00	REPLACEMENT
LOCATION KEY							
IT - INFORMATION TECHNOLOGY DEPT							
MSMHS - MARINE SCIENCE MAGNET HIGH SCHOOL							
RMMS - REGIONAL MULTICULTURAL MAGNET SCHOOL							
SSS - STUDENT SUPPORT SERVICES							
TFS - THE FRIENDSHIP SCHOOL							



New Hires Trend Report
September 2024

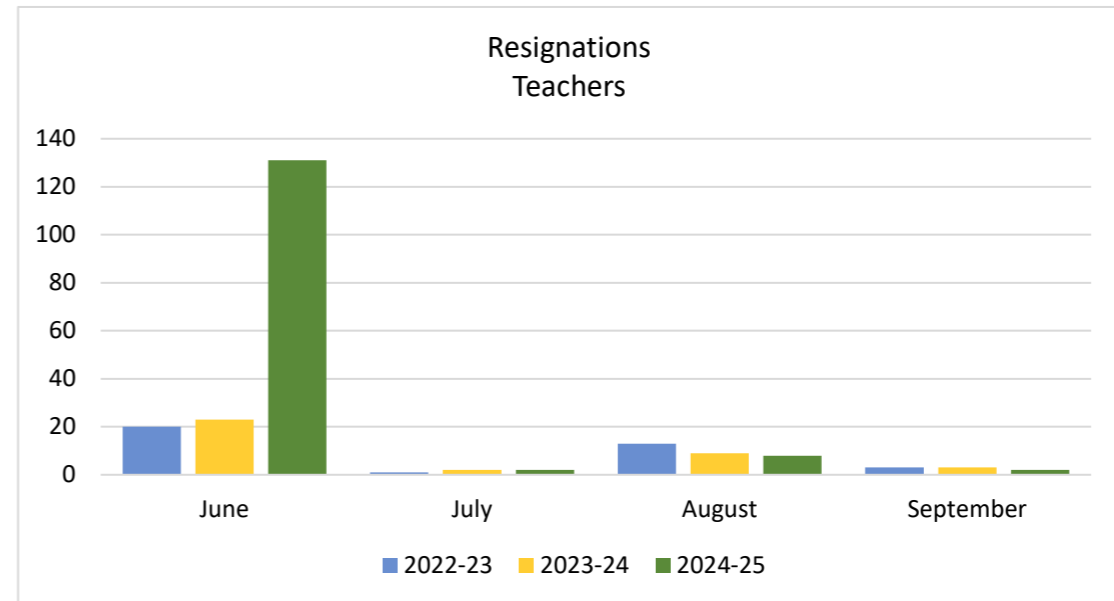
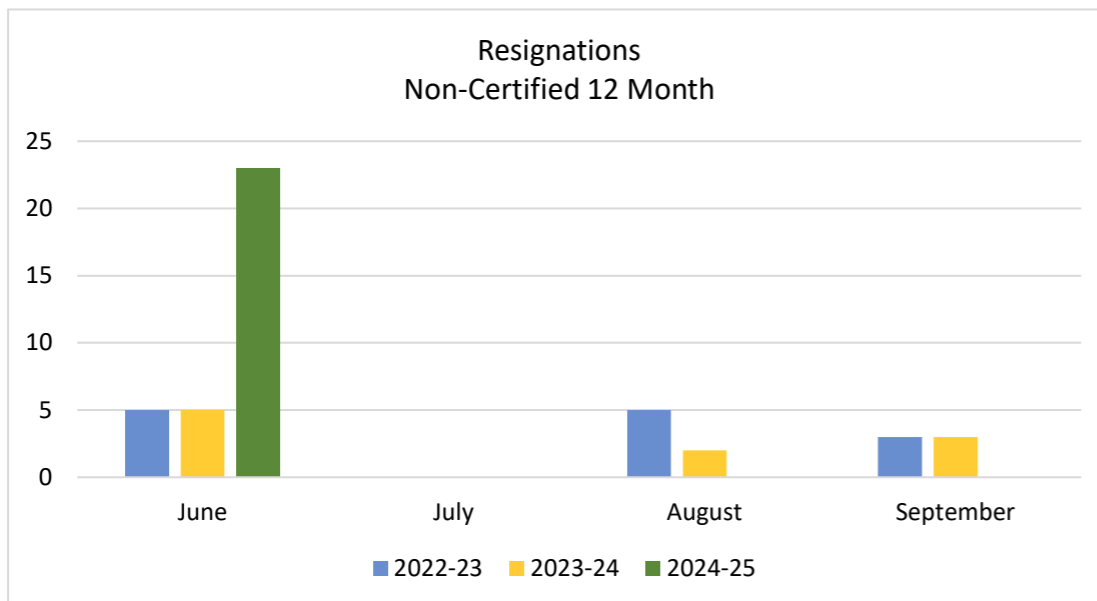
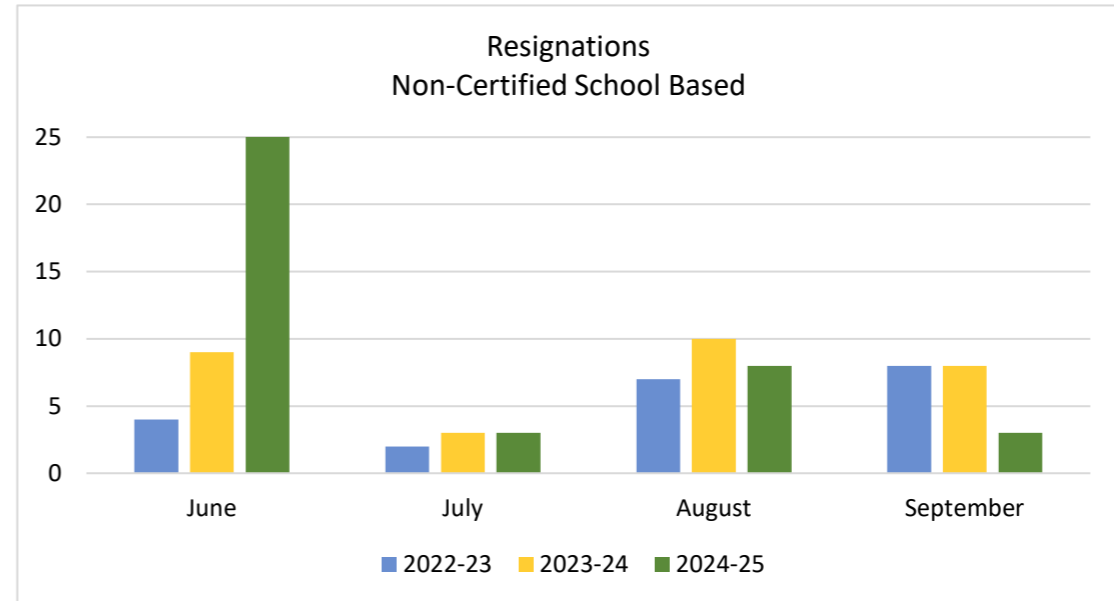
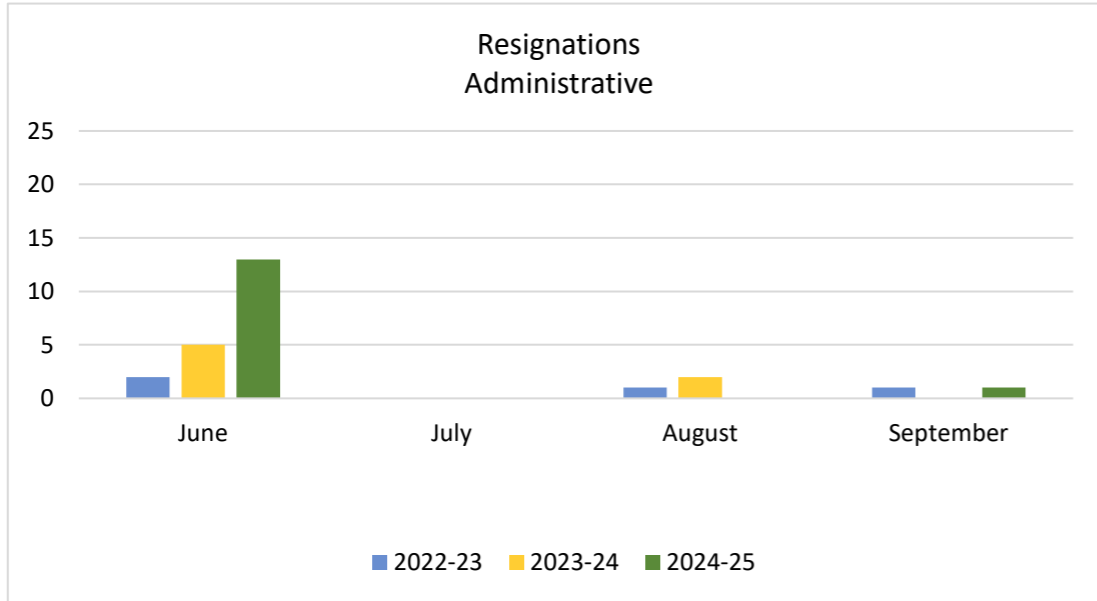


SEPTEMBER 2024

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>JOB TITLE</u>	<u>LOCATION</u>	<u>EFFECTIVE DATE</u>	<u>COMMENTS</u>
CUNNINGHAM	TERENCE	DIRECTOR OF DEVELOPMENT	ADMIN	09/24/2024	RESIGNATION - NEW POSITION
DOHERTY	GODSGIFT	INTERVENTION SPECIALIST	SSS	09/18/2024	RESIGNATION - RELOCATION
GORMAN	NICOLE	TEACHER	TFS	09/18/2024	RESIGNATION
GORRA	LAUREN	TEACHER	RMMS	09/20/2024	RESIGNATION - NEW POSITION
HEYWARD	TA-TANISHA	INTERVENTION SPECIALIST	SSS	08/29/2024	RESIGNATION
ORTIZ DIAZ	JENIFER	INTERVENTION SPECIALIST	SSS	09/13/2024	RESIGNATION - NEW POSITION
LOCATION KEY					
ADMIN - ADMINISTRATIVE SERVICES					
RMMS - REGIONAL MULTICULTURAL MAGNET SCHOOL					
SSS - STUDENT SUPPORT SERVICES					
TFS - THE FRIENDSHIP SCHOOL					



Resignation Trend Report
September 2024



CABE LAW SUMMARIES

ONLINE LINK

Executive Committee

MEETING SUMMARY



Date: September 27, 2024
Time: 8:30 – 10:00 a.m.
Location: LEARN, Room 107/ 44 Hatchedts Hill Road, Old Lyme, CT 06371

A remote meeting option is provided for those unable to attend in person. The login information can be found at the end of the agenda.

Present: Robert Mitchell, Chair; Dale Bernardoni, Vice Chair; Jen Favalora, Fiscal Officer; Beverly Washington, Secretary; Cynthia Ritchie, Superintendent of Schools New London; Maryann O'Donnell, Superintendent of Schools Clinton; and Katherine Ericson, LEARN Executive Director

Not Attending:

Meeting began at 8:35 a.m.

- 1.** Review of October 2024 Board of Directors' Agenda
- 2.** Ocean Avenue mini roof project

Executive Director Ericson shared that LEARN contracted with Offshore Construction Inc. to complete a small roof project for the Ocean Avenue LEARNing Academy (OALA). The cost of the project cost is \$57,150.00. According to LEARN's Purchasing Policy 3323, LEARN was able to execute the contract due to the fact that the company is on the Connecticut state bid list.

- 3.** Tri-Share Program Update

Executive Director Ericson shared that LEARN is currently building a new system to support the Office of Early Childhood's new Tri-Share Child Care Matching Program. This program is an \$1.8 million workforce investment where businesses, the state of Connecticut, and caregivers share 1/3 of the cost of childcare.

- The purpose of the program is to support the recruitment and retention of workers in Connecticut.
- The goal of the program is to expand across Connecticut as more employers are recruited to partner.

4. Infant Toddler Program Update

The Executive Committee was updated on how LEARN's Infant Toddler Program continues to move closer to becoming fully operationalized. LEARN is looking to apply for a state license in October 2024, with the goal of opening its doors around January 20, 2025. Upon opening, LEARN will be able to accept 16 infant/toddlers into this new program.

5. New Student Training Program

Executive Director Ericson expressed excitement about LEARN's new partnership with Electric Boat. Electric Boat has invested \$40,000.00 to purchase virtual reality headsets with Transfer Software. This tool has the ability to train individuals in over 120 different occupations. Students will gain deeper insight into the skills and knowledge needed for various career fields. Coupled with this technology is a student-centered interest inventory series that supports students in connecting their passions and interest to specific career pathways.

6. Reimagining the LEARN Schools Update

Executive Director Ericson shared Dr. Donlon's efforts to collect feedback from current Regional Multicultural Magnet School (RMMS) families on what they would like to see in a middle school program. Last week, LEARN hosted two forums for families to share their hopes and dreams for their children's educational journeys.

7. Recap of visit with Secretary Beckham

Executive Director Ericson informed the Executive Committee of the RESC Alliance's lobbying efforts around magnet funding, and funding for the Teachers' Residency Program. The Executive Directors met with Secretary Beckham, Office of Policy and Management, to share our collective requests for state funding.

8. Adjournment

Meeting adjourned at 9:52 a.m.

Join Meeting via Zoom

<https://us02web.zoom.us/j/82071624323?pwd=RVxeElub9bcwpDVVPE7WM0U4LGDGQC.1>

Meeting ID: 820 7162 4323

Passcode: 521615

• +1 929 205 6099 US (New York)

Date: September 27, 2024

Time: 10:01 a.m. – 11:33 a.m.

Location: LEARN, 44 Hatchetts Hill Road, Old Lyme

Meeting Minutes

Building Committee Members: Kate Ericson, LEARN Executive Director; Robert Mitchell, Chair LEARN Board of Directors; Craig Esposito, Immediate Past President LEARN Board of Directors; Dale Bernardoni, Vice-Chair LEARN Board of Directors; Beverly Washington, Secretary LEARN Board of Directors; Jennifer Favalora, Fiscal Officer LEARN Board of Directors

Meeting Attendees: John Holden, Newman Architects; Lance Hagen, LEARN Director of Information Technology; Michelle Cozzi, LEARN Assistant Director of Information Technology; Brooks Fischer, Newman Architects; Emily Hemsath, RDG; Ed Buglewicz, RDG; Molly Haas, RDG; Nick Conti, Gilbane Building Company

Guests: Yolanda Rivera, Building Trades Training Institute; David Jarvis, Carpenters 326; Kimberly Glassman, Foundation for Fair Contracting; Joe Toner, Connecticut State Building Trades Council

Building Committee Staff: Julie Pendleton, LEARN Coordinator of Special Projects; Lisa Cooney, LEARN Coordinator of Communication

Agenda

- 1.0 Approval of Minutes
- 2.0 Guest Presenter
- 3.0 Updates & Reports
- 4.0 Other Reports
- 5.0 Financial Update
- 6.0 New Business
- 7.0 Next Meeting
- 8.0 Adjournment

Discussion and Decisions:

- 1.0 Approval of Minutes
 - June 25, 2024, Building Committee: Early Childhood School, 51 Daniels Avenue, Meeting Minutes
 - Motion to approve
 - Presented by: Robert Mitchell
 - Second by: Craig Esposito
 - Motion carried unanimously
 - August 23, 2024, Building Committee: Early Childhood School, 51 Daniels Avenue, Meeting Minutes
 - Motion to approve
 - Presented by: Robert Mitchell
 - Second by: Kate Ericson
 - Motion carried unanimously



2.0 Guest Presenter

- Connecticut State Building Trades Council was joined by the Foundation for Fair Contracting and the Building Trades Training Institute (BTTI).
 - The informal presentation focused on Project Labor Agreements (PLA)
 - The information from the presentation will be available after the next building committee meeting.

3.0 Updates & Reports

- RDG Architects
 - Collection of Feedback.
 - The collection of stakeholder feedback, as part of the programming phase, is complete.
 - Important words/concepts that emerged from the first analysis of feedback.
 - Welcoming
 - Warm
 - Joyful
 - Nurturing
 - Belonging
 - Engaging
 - Child-centered
 - Inclusive
 - Community
 - Innovative
 - Meaningful
 - Building Adjacency Diagrams.
 - RDG shared building adjacency diagrams including:
 - Infant/Toddler area
 - Main Entry/Admin area
 - Health Offices
 - Student Dining
 - Essentials: Gym & Performing Arts
 - Essentials: Music, Visual Arts, & Media Arts
 - Essentials: Gallery
 - Special Education Classroom Wings
 - These conceptual diagrams will be available after the next building committee meeting.
 - Project Timeline.
 - Newman Architects/RDG have developed a project timeline that will be shared after the next building committee meeting.
 - The next phase of the project is the Schematic Design Phase, which will begin during the week of September 30.



4.0 Other Reports

- Fire Marshall Site Review.
 - The local Fire Marshall and other emergency personnel do not need a road/driveway to fully wrap around the entire building for access.
 - Proper planning on the north and south sides of the building/property will provide ample access to the west side of the building in the event of an emergency.
 - The roughest terrain is located on the west side of the property.
- Oil Tanks.
 - Waterford Public Works and LEARN closed out the paperwork on the tank removal at 51 Daniels Avenue.

5.0 Financial Update

- Contracts & Invoices.
 - Motion to approve the Payment Application/Invoice # 23913 to Newman Architects, PC for Project # 245-0090MAG/A/PF in the amount of \$54,784.00 for programming work.
 - Presented by: Jennifer Favalora
Second by: Craig Esposito
Motion carried unanimously
- Furniture, Fixtures, & Equipment (FF&E)
 - A meeting focused on FF&E to be scheduled at the beginning of October.
- Purchases on State Bid List
 - All bids going forward will have to be included on the State Bid List.

6.0 New Business

- No new business for discussion.

7.0 Next Meeting

- Date: October 25, 2024
- Time: 10:00 a.m.
- Location: LEARN, 44 Hatchetts Hill Road, Old Lyme, CT

8.0 Adjournment

- Motion to adjourn at 11:33 a.m.
 - Presented by: Kate Ericson
Second by: Craig Esposito
Motion carried unanimously



Policy
3314
Business and Non-Instructional Operations

TRAVEL REIMBURSEMENT

It is the policy of LEARN to reimburse staff for approved and properly documented reasonable and necessary expenses for work-related travel. Reimbursement is allowed only when it has not been, and will not be, received from any other source.

All travel and related expenses must be pre-approved utilizing the appropriate forms which must be signed by the employee's immediate supervisor and one member of the Leadership Team. Employees must verify that the planned travel is eligible for reimbursement before making travel arrangements.

Travel reimbursement for members of the Leadership Team must be approved by the Executive Director or designee.

In order to receive reimbursement of travel expenses, employees must submit travel reimbursement requests and supporting documentation using the [LEARN Travel Reimbursement App](#) within 30 days of the completion of travel.

LEARN reserves the right to deny reimbursement for any travel expenses that are not pre-approved, and/or are inappropriate or extravagant.

Permissible Prepaid travel expenses

Airfare

Employees are expected to obtain the lowest available airfare that reasonably meets business travel needs, and to book flights at least 30 days in advance to avoid premium airfare pricing.

Coach class or economy tickets must be purchased for domestic or international flights with flight time totaling less than five consecutive hours excluding layovers, unless otherwise approved. A business class ticket may be purchased at LEARN's discretion for domestic or international flights with flight time exceeding five consecutive hours excluding layovers.

Rail Transportation

LEARN will pay for rail transportation provided that the cost does not exceed the cost of the least expensive airfare.

Rental Vehicles

LEARN will pay for approved use of a rental vehicle. See the section on reimbursements, below.

Business and Non-Instructional Operations**Conference Registration Fees**

Conference registration fees can be prepaid with a credit card or purchase order through the department director or business office with a request for payment invoice. Business-related banquets or meals that are considered part of the conference can be paid with the registration fees; however, such meals must be deducted from the traveler's per diem allowance.

Other Expenses and Reimbursement Procedure

Requests for reimbursements of travel-related expenses must be submitted using the [LEARN Travel Reimbursement App](#), and must include supporting documentation of actual expenses, and the original, itemized receipts where required. If the requested reimbursement exceeds the total pre-trip estimate by more than 20 percent, the travel reimbursement form must be signed by the Executive Director, the Chief Financial Officer, or designee.

Airfare

If the airfare was not prepaid by LEARN, an original itemized airline receipt or an e-ticket receipt/statement is required. The receipt must show the method of payment and indicate that payment was made.

Rail Transportation

If rail transportation was not prepaid by LEARN, an original itemized receipt, original e-ticket receipt/statement is required. The receipt must show the method of payment and indicate that payment was made.

Automobile (personally owned—domestic travel)

Reimbursement for use of a personal automobile is based on the Internal Revenue Services (IRS) approved standard mileage rate. A staff travel reimbursement submission is required for reimbursement of all vehicle-related expenses, including mileage, tolls, and parking.

Automobile (rental—domestic travel)

LEARN authorizes reimbursement for the most economic vehicle available. In certain circumstances larger vehicles may be rented, with supervisory approval. The rental agreement must clearly show the date and the points of departure/arrival, as well as the total cost. Employees must adhere to the rental requirements, and restrictions must be followed. Original receipts for the rental are required.

When vehicle rentals are necessary, LEARN encourages employees to purchase collision damage waiver (CDW) and loss damage waiver (LDW) coverage. LEARN will reimburse the cost of CDW and LDW coverage; all other insurance reimbursements will be denied.

Employees should be aware of the extent of coverage (if any) provided by their automobile insurance company for travel that is business or not personal in nature. Employees are

Business and Non-Instructional Operations

strongly encouraged to fill the gas tank before returning the vehicle to the rental agency to avoid service fees and more expensive fuel rates.

Conference Registration Fees

If the conference fee was not prepaid, LEARN will reimburse these fees, including business-related banquets or meals that are part of the conference registration. Original receipts to support the payment are required. If the conference does not provide a receipt, then a cancelled check, credit card slip/statement or documentation that the amount was paid is required for reimbursement.

Lodging (commercial)

LEARN will reimburse lodging expenses at reasonable, single occupancy or standard business room rates. The cost of overnight lodging (room rate and tax only) during conference dates will be reimbursed to the employee, including one additional hotel night stay, the day before or the day after the conference, if necessary.

Meals (per diem)

A standard per diem rate of \$70.00 for meal reimbursement, to include breakfast, lunch, dinner, and incidentals, shall be established by LEARN. On the first and last travel day, LEARN employees are only eligible for 75 percent of the total per diem meals' rate.

Business Meals

Employees are required to follow LEARN expenditure policies when requesting reimbursement for business meals. Original itemized receipts are required.

Business Expenses

Business expenses, including faxes, photocopies, Internet charges, data ports and business telephone calls incurred while on approved business travel, can be reimbursed. Original itemized receipts are required.

Parking

Original receipts are required for parking fees (including airport parking). The lodging bill can be used as a receipt when charges are included as part of the overnight stay.

Tolls

Original receipts are required for tolls. Documentation for reimbursement of EZ Pass toll charges should be in the form of an EZ Pass printout or a copy of the employee's EZ Pass monthly statement of account. Those charges listed that are associated with the employee's work-related travel should be indicated clearly on the printout or monthly statement.

Business and Non-Instructional Operations**Miscellaneous Transportation**

Original receipts are required for Uber, Lyft, taxi, bus, subway, metro, ferry for each occurrence.

Non-reimbursable Travel Expenses

The following expenses, even when associated with business travel, are not reimbursable:

- Airline club memberships
- Airline upgrades
- Business class for domestic flights or first class for all flights
- Child care, babysitting, house-sitting, or pet-sitting / kennel charges
- Commuting between home and the primary work location
- Costs incurred by traveler's failure to cancel travel or hotel reservations in a timely fashion
- Evening or formal wear expenses
- Personal travel or accident insurance
- Passport, vaccination, and visa fees, when not required as a specific and necessary condition of the approved business travel
- Personal reading materials
- Personal grooming services (shoe shines, haircuts, manicures, etc.)
- Toiletries, cosmetics, or other grooming products
- Expenses incurred by spouses, children, or relatives
- Personal entertainment expenses, including in-flight movies, headsets, health club facilities, hotel in-room movies, in-theater movies, social activities, or related incidental costs
- Dry cleaning / laundry
- Global Entry and TSA Pre Check fees

Policy adopted:
LEARN

STUDENT DATA PROTECTION AND PRIVACY

LEARN's contracting practices comply with all laws and regulations pertaining to the protection and use of student records.

All contracts for software, web-based learning, mobile applications, cloud-based storage and services and other electronic methods that provide access to student information, student records, or student-generated content to the contractor, shall adhere to the legal privacy and contractual standards for the creation, ownership, use, or handling of such student data.

The Executive Director shall create administrative regulations regarding student data protection and privacy in accordance with this policy.

cf. 5125 - Student Records

Legal Reference: Connecticut General Statutes

10-234aa et seq., Student Data Privacy Act.

Federal Statutes

Family Educational Rights and Privacy Act of 1974 (20 U.S.C.1232g).

**Policy adopted:
LEARN**

STUDENT DATA PROTECTION AND PRIVACY

I. Definitions

"Contractor" means an operator or consultant that is in possession of or has access to student information, student records or student-generated content as a result of the operator's or consultant's or a third party's contract with LEARN.

"Operator" means any person who operates a website, online service, or mobile application with actual knowledge that such website, online service, or mobile application is used for school purposes and was designed and marketed for school purposes; and who collects, maintains or uses student information.

"Consultant" means a professional who provides non-instructional services, including, but not limited to, administrative, planning, analysis, statistical or research services pursuant to a contract with LEARN or a sub-contract with a professional who has a contract with LEARN.

"Student Information" means personally identifiable information or material of a student, in any media or format that is not publicly available and is:

- a. Created or provided to an operator by a student, or parent or legal guardian, in the course of using the operator's website, online service, or mobile application for school purposes; or
- b. Created or provided by an employee or agent of LEARN to an operator for school purposes; or
- c. Gathered by an operator through the operation of its website, online service, or mobile application and identifies a student, including but not limited to, information in the student's records or email account, first or last name, home address, telephone number, date of birth, email address, discipline records, test results, grades, evaluations, criminal records, medical records, health records, social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious affiliations, text messages, documents, student identifiers, search activity, photographs, voice recordings, survey responses, or behavioral assessments.

"Student Records" means any information directly related to a student that is maintained by LEARN or any information acquired from a student through the use of educational software assigned to the student by a teacher or other LEARN employee. "Student records" does not include de-identified student information allowed under the contract to be used by the contractor to a) improve educational products for adaptive learning

**Regulation
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Business and Non-Instructional Operations**

purposes and customize student learning; b) demonstrate the effectiveness of the contractor's products in the marketing of such products; or c) develop and improve the contractor's products and services.

"Student-Generated Content" means any materials created by a student, including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files, or photographs, but not student responses to a standardized assessment.

"Directory Information" means one or more of the following items: student's name, address, participation in officially recognized activities and sports, grade levels, weight and height of members of athletic teams, dates of attendance, and degrees and awards received.

"School Purposes" means purposes that customarily take place at the direction of a teacher, or the LEARN Board of Directors or aid in the administration of school activities, including, but not limited to, instruction in the classroom, administrative activities and collaboration among students, school personnel, or their parents/legal guardians.

"Student" means a Connecticut resident enrolled in a preschool program participating in the statewide public school information system; or enrolled in grades K to 12, inclusive, in a LEARN school; or receiving special education and related services under an individualized education program; or who is otherwise the responsibility of LEARN.

"Targeted Advertising" means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student-generated content, or inferred over time from the usage by such student of the operator's website, online service or mobile application, or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. It does not include any advertising to a student on a website that the student accesses at the time or in response to a student's response or request for information or feedback.

"De-Identified Student Information" means any student information that has been altered to prevent the identification of an individual student.

"Persistent Unique Identifier" means a unique piece of information that can be used to recognize a user over time and across different websites, online services or mobile applications and is acquired as a result of student's use of an operator's website, online service or mobile application.

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II. Contracts

Anytime LEARN shares with or provides access by a contractor to student information, student records or student-generated content (collectively “student data”), it shall enter into a written contract with the contractor that provides:

- 1. A statement that student data are not the property of, or under the control of the contractor.**
- 2. A description of the means by which LEARN or the sending LEA may request the deletion of any student data in the possession of the contractor that is not (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and is inaccessible to the public, and unable to be used in the normal course of business by the contractor; however, LEARN or the sending LEA may request the deletion of such student data if it has been used by the contractor to repopulate accessible data following a disaster recovery.**
- 3. A statement that the contractor shall not use student data for any purposes other than those authorized pursuant to the contract.**
- 4. A description of the procedures by which a student, his/her parent, or legal guardian may review personally identifiable information contained in the student's records, student information or student-generated content and correct any erroneous information.**
- 5. A statement that the contractor shall take actions designed to ensure the security and confidentiality of student data.**
- 6. A description of the procedures that a contractor will follow to notify LEARN of a breach of security after the contractor discovers that any student data under the contractor's control has been subject to unauthorized release, disclosure or acquisition. Such procedures shall include:**
 - a) in cases of a breach involving student information (other than directory information), the contractor must notify LEARN no later than five (5) calendar days from discovery of the breach by the contractor or its subcontractor, whichever is earlier; except that in the event urgent notice may be required due to the possible imminent misuse of student data, the contractor must notify LEARN without unreasonable delay, and in no case later than two (2) calendar days; and during the notification period, the contractor may either conduct an investigation to determine the nature and scope of the breach and the identity of the students whose information was compromised, or restore the reasonable integrity of the contractor's data system.**

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Business and Non-Instructional Operations**

- b) in cases of a breach involving directory information, student records, or student-generated content, the contractor must notify LEARN without unreasonable delay, and in no case later than ten (10) days from discovery of the breach; and during the 10-day period, the contractor may either conduct an investigation to determine the nature and scope of the breach and the identity of the students whose information was compromised, or restore the reasonable integrity of the contractor's data system.**
- c) in cases of a breach involving student information (other than directory information), an operator that is in possession of or maintains such information as a result of a student's use of the operator's website, online service or mobile application, must notify, without unreasonable delay, but not more than five (5) days after such discovery, the student or his/her parents or guardians of such breach; and during the 5-day period the operator may either conduct an investigation to determine the nature and scope of the breach and the identity of the students whose information was compromised, or restore the reasonable integrity of the operator's data system.**
- (d) in cases of breach involving directory information, student records, or student-generated content, notify, without unreasonable delay, but not more than ten (10) days after such discovery, the student or his/her parents or guardians of such breach; and during the 10-day the operator may either conduct an investigation to determine the nature and scope of the breach and the identity of the students whose information was compromised, or restore the reasonable integrity of the operator's data system.**
- 7. A statement that student data shall not be retained or available to the contractor upon expiration of the contract between the contractor and LEARN, except a student or his/her parent or legal guardian may choose to independently establish or maintain an electronic account with the contractor after the expiration of such contract for the purpose of storing student-generated content.**
- 8. A statement that the contractor and LEARN shall ensure compliance with the Family Educational Rights and Privacy Act of 1974 (FERPA).**
- 9. A statement that Connecticut laws shall govern the rights and duties of all parties to the contract.**
- 10. A statement that if any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity will not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.**
- 11. A statement that all student-generated content shall be the property of the student or his/her parent or legal guardian.**

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- 12. A requirement the contractor must implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, (1) use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2) of Public Law 111-5, as amended from time to time, (2) maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164. 312, as amended from time to time, and (3) otherwise meet or exceed industry standards.**
- 13. A requirement that the contractor must delete any student data within a reasonable period of time if a student or parent/legal guardian who has the right to control such student data requires its deletion, unless (A) state or federal law prohibits such deletion or otherwise the retention of such student data, or (B) such student data is stored as a copy as part of a disaster recovery storage system and is inaccessible to the public, and unable to be used in the normal course of business by the contractor; however, the student or parent/guardian may request the deletion of such student data if it has been used by the contractor to repopulate accessible data following a disaster recovery.**
- 14. A provision prohibiting the contractor from using personally identifiable information contained in student data for targeted advertising.**
- 15. A provision prohibiting the contractor from entering into a sub-contract without the express written consent of LEARN and a statement that the provisions in paragraphs 1-13 above, will be included in any sub-contract.**
- 16. A statement that the operator is prohibited from:**
 - a) engaging in targeted advertising on its website, online service or mobile application;**
 - b) engaging in targeted advertising on any other website, online service or mobile application if such advertising is based on any student data or persistent unique identifiers that the operator has acquired because of the use of its website, online service or mobile application for school purposes;**
 - c) collecting or storing student data or persistent unique identifiers for anything other than furthering school purposes;**
 - d) selling, renting, or trading student data, unless the sale is part of the purchase, merger, or acquisition of an operator by a successor operator and the operator and the successor operator continue to be subject to the contract provisions regarding student data.**
 - e) disclosing student data, unless the disclosure is made (A) in furtherance of school purposes of the website, online service or mobile application, provided the recipient of the data uses it to improve the operability and functionality of the website, online service or mobile application, and has implemented and**

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maintained the security procedures and practices required of contractors; (B) to ensure compliance with federal or state law or regulations or pursuant to a court order; (C) in response to a judicial order; (D) to protect the safety or integrity of users or others, or the security of the website, online service or mobile application; (E) to an entity hired by the operator to provide services for the operator's website, online service or mobile application, provided the operator contractually (i) prohibits the entity from using student data for any purpose other than providing the contracted service to, or on behalf of, the operator, (ii) prohibits the entity from disclosing student data provided by the operator to subsequent third parties, and (iii) requires the entity to implement and maintain the security procedures and practices required of contractors; or (F) for a school purpose or other educational or employment purpose requested by a student or his/her parent or legal guardian, provided such student data is not used or disclosed for any other purpose.

An operator may use student information (1) to maintain, support, improve, evaluate or diagnose its website, online service or mobile application, (2) for adaptive learning purposes or customized student learning, (3) to provide recommendation engines for content or services relating to school purposes or other educational or employment purposes, provided such recommendation is not determined in whole or in part by payment or other consideration from a third party, or (4) to respond to a request for information or feedback from a student, provided such response is not determined in whole or in part by payment or other consideration from a third party.

An operator may use de-identified or aggregated student information (1) to develop or improve its website, online service or mobile application, or other websites, online services or mobile applications owned by the operator, or (2) to demonstrate or market the effectiveness of its website, online service or mobile application.

An operator may share de-identified or aggregated student information for the improvement and development of websites, online services or mobile applications designed for school purposes.

Any contract entered into on and after July 1, 2018, that does not include the provisions in paragraphs 1-10, above shall be void, provided LEARN has given reasonable notice to the contractor and the contractor has failed within a reasonable time to amend the contract to include the required provisions.

LEARN is not required to enter into a contract complying with the above requirements if the use of an internet website, online service or mobile application operated by a contractor is unique and necessary to implement a student's IEP or Section 504 Plan and such contractor is unable to comply with the provisions of this regulation, provided that:

- (A) such website, online service or mobile application complies with FERPA and HIPAA;**

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- (B) LEARN has made a reasonable effort to a) enter into a contract with such contractor for the use of such website, online service or mobile application; and b) find an equivalent website, online service or mobile application;
- (C) the contractor complies with the requirements of paragraph 16, above;
- (D) the student's parent /legal guardian, and, in the case of a student with an IEP, a member of the planning and placement team, sign an agreement that (1) acknowledges that the parent/ legal guardian is aware that such internet website, online service or mobile application is unable to enter into a contract complying with the provisions of this regulation, and (2) authorizes the use of such internet website, online service or mobile application.

Upon request, LEARN shall provide the student's parent/legal guardian with the evidence of compliance with paragraph B, above.

LEARN shall annually submit a report to the Commission for Educational Technology providing a list of all internet websites, online services or mobile applications that are being used and with which LEARN does not have a contract complying with the provisions of this regulation.

III. Notices to Students and Parents/Guardians

LEARN shall maintain and update, as necessary, information relating to all contracts entered into pursuant to this regulation. Not later than five business days after executing a contract pursuant to this regulation, LEARN shall post notice of such contract on its website. The notice shall include the contract and: (1) state that the contract has been executed and the date on which the contract was executed; (2) provide a brief description of the contract and its purpose; and (3) state what student data may be collected as a result of the contract. Upon notice of a breach of security by a contractor, LEARN shall, within two business days, notify the students and the parents/legal guardians of the students whose student data was involved in such breach. LEARN shall also post notice of the breach on its website.

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SOCIAL MEDIA

LEARN recognizes the importance and utility of social media and networks for its employees. Nothing in this policy is intended to limit an employee's right to use social media or personal online accounts under applicable law. LEARN acknowledges, for example, that its employees have the right under the First Amendment, in certain circumstances, to speak out on matters of public concern.

While a policy cannot address every instance of inappropriate social media use, employees must refrain from such use that:

- 1) interferes, disrupts or undermines the effective operation of LEARN and/or its individual schools or programs;**
- 2) is used to engage in conduct that is harassing, defamatory, obscene, abusive, discriminatory or threatening;**
- 3) creates a hostile work environment;**
- 4) breaches confidentiality obligations of LEARN employees; or**
- 5) violates the law or LEARN policies and regulations.**

The Executive Director or designee will adopt and maintain administrative regulations to implement this policy.

Legal References:

U.S. Constitution, Amend. I

Conn. Constitution, Article I, Sections 3, 4, 14

Conn. Gen Stat. § 31-40x. Employer inquiries re personal online accounts

Conn. Gen. Stat. § 31-48d. Employers engaged in electronic monitoring – prior notice

Conn. Gen. Stat. § 31-51q. Liability of employer for discipline or discharge

Conn. Gen. Stat. §§ 53a-182; 53a-183; 53a-250. Disorderly conduct. Harassment.

Electronic Communication Privacy Act, 28 U.S.C. §§ 2510 through 2520

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SOCIAL MEDIA

Definitions

“Social media” includes a variety of online tools and services that allow users to publish content and interact with their audiences. Social media includes, but is not limited to, social networking (e.g. Facebook, LinkedIn, Google+); blogs and micro-blogs (e.g. Twitter, Tumblr, Medium); content sharing (e.g. Scribd, SlideShare, Dropbox); image sharing, video sharing or live streaming (e.g. Snapchat, YouTube, Instagram, Pinterest); other sharing sites or applications for sound, location, news, messaging, etc. (e.g. Reddit, WhatsApp).

“Electronic communications device” includes any electronic device that is capable of transmitting, accepting or processing data, including, but not limited to, a computer, computer network and computer system, and a cellular or wireless telephone.

“Personal online account” includes any online account that is used by an employee exclusively for personal purposes and unrelated to any business purpose of LEARN, including, but not limited to electronic mail, social media and retail-based Internet websites. Personal online account does not include any account created, maintained, used or accessed by an employee for a business, educational or instructional purpose of LEARN.

Rules Concerning Personal Social Media Activity

- 1. LEARN understands that employees utilize social media and the web for personal matters in the workplace. LEARN reserves the right to monitor all employee use of LEARN electronic communications devices, including a review of online and personal social media activities. An employee should have no expectation of personal privacy in any personal communication made through social media while using LEARN computers, LEARN-issued cellular telephones or other electronic communications devices. While LEARN reserves the right to monitor use of its electronic communications devices, employees may engage in incidental personal use of social media in the workplace so long as such use does not interfere with operations and productivity, and does not violate other LEARN policies.**
- 2. An employee may not mention, discuss, reference or link to LEARN or its individual schools or programs using personal online accounts or other sites or applications in a manner that a reasonable person would construe to be an official LEARN communication. The employee must state within the communication that such communication is the personal view of the employee and that the views expressed are the employee’s alone and do not represent the views of LEARN or its Board of Directors.**

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- 3. Employees are required to maintain appropriate professional boundaries with students, parents/guardians, and colleagues. For example, it is not appropriate for an employee to “friend” a student parent/guardian or otherwise establish special relationships with selected students through personal online accounts, and it is not appropriate for an employee to give students or parents/guardians access to personal postings unrelated to school, absent an unrelated online relationship (e.g., relative, family friend, or personal friendship unrelated to school).**
- 4. Unless given written consent, employees may not use LEARN’s logo or trademarks on their personal posts. This prohibition extends to the use of logos or trademarks associated with individual schools or programs of LEARN. This prohibition does not extend to incidental displays of LEARN’s logo or trademarks, such as in family photographs of student athletes in uniform.**
- 5. Employees must refrain from engaging in hateful, racist, bigoted, harassing, defamatory, obscene, abusive, discriminatory, threatening or similarly inappropriate communications through personal online accounts. Such communications reflect poorly on LEARN’s reputation, can affect the educational process, and may substantially and materially interfere with an employee’s ability to fulfill professional responsibilities.**
- 6. Employees are individually responsible for their personal communications through social media and personal online accounts. Employees may be sued by other employees, parents/guardians or others, and any individual who views an employee’s communications through social media and personal online accounts as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment. Employees should refrain from posting anything that belongs to another person or entity, such as copyrighted publications or trademarked images. As such activities are outside the scope of employment, employees may be personally liable for any claims brought against them as a result of such postings.**
- 7. Employees are required to comply with all LEARN policies and regulations with respect to the use of computer equipment, networks or electronic devices when accessing personal online accounts and/or social media sites through LEARN computer systems. Any access to personal online accounts and/or social media activities while on LEARN property or using LEARN equipment must comply with those policies and procedures, and may not interfere with an employee’s duties at work.**
- 8. All communications through personal online accounts and/or social media must comply with LEARN’s policies concerning confidentiality, including the confidentiality of student information. Employees who are considering sharing information and are unsure about its confidential nature should consult with their supervisor prior to communicating such information.**

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9. All LEARN policies and regulations that regulate off-duty conduct, including, but not limited to, policies related to public trust, illegal harassment, conflict of interest, and protecting confidential information, apply to personal online account and social media activity.

Access to Personal Online Accounts

Employees may not be required by their supervisors to provide their username, password, or other means of authentication of a personal online account.

Employees may not be required to authenticate or access a personal online account in the presence of their supervisors.

Employees may not be required to invite or accept an invitation from their supervisors or be required to join a group with their personal online account.

Rules Concerning LEARN-Sponsored Social Media Activity

1. In order for employees to use social media sites as an educational tool or in relation to extracurricular activities or programs of LEARN, the employees must seek and obtain the permission of their principal or director.
2. If an employee wishes to use social media sites to communicate meetings, activities, games, responsibilities, announcements etc., for a school-based club, a school-based activity, an official school-based organization, or an official sports team; or to communicate with parents/guardians about class activities, the employee must also comply with the following rules:
 - The employee must receive the permission of the immediate supervisor.
 - The employee may not use a personal online account for such purpose, but must use the LEARN-issued account.
 - The employee must ensure that such social media use is compliant with all LEARN policies and regulations, and applicable state and federal law, including the provision of required legal notices and permission slips to parents.
 - Social media sites are not considered appropriate to use between employees and students for instructional purposes such as posting assignments, collecting homework, or discussing class activities.
 - The employee must set up the club, etc. as a group list, which will be “closed” (e.g. membership in the group is limited to students, parents/guardians and appropriate school personnel, and “monitored” (e.g. the employee has the ability to access and supervise communications on the social media site).
 - When social media is used to communicate with parents, the account must be

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set up as private, for which the employee administrator of the account must approve members.

- Employees may not include photographs of students in the social media site without permission from the students' parents/guardians, nor shall they report on the current location of students (e.g., the current location of a field trip). Such communication about the event may be made only after the event has concluded.
 - Anyone who has access to the communications conveyed through the social media site may only gain access by the permission of the employee (e.g. teacher, administrator, supervisor or coach). Persons desiring to access the page may join only after the employee invites them and allows them to join.
 - Parents/guardians shall be permitted to access any page that their child has been invited to join.
 - Access to the page may only be permitted for educational purposes related to the club, activity, organization, or team.
 - The employee responsible for the page will monitor the content regularly to ensure compliance with LEARN policies and regulations and appropriateness of content.
 - The employee's supervisor shall be permitted access to any page established by the employee for a school-related purpose.
 - Employees are required to maintain appropriate professional boundaries in the establishment and maintenance of all such LEARN-sponsored social media activity.
3. Employees are prohibited from making harassing, defamatory, obscene, abusive, discriminatory, threatening, or similarly inappropriate statements in their social media communications using LEARN-sponsored sites or accounts, or through LEARN-issued electronic accounts.
 4. Employees are required to comply with all LEARN policies and procedures and all applicable laws with respect to the use of computer equipment, networks, LEARN-issued accounts, or electronic communication devices; or when accessing LEARN- sponsored social media sites; or while using personal devices on LEARN's wireless network; or while accessing LEARN servers.
 5. LEARN reserves the right to monitor all employee use of LEARN computers and other electronic devices, including employee blogging and social networking activity. An employee should have no expectation of personal privacy in any communication made through social media, including personal online accounts, while using LEARN computers, cellular telephones or any other LEARN electronic communications devices.
 6. All communications through LEARN-sponsored social media or LEARN-issued electronic accounts must comply with LEARN's policies concerning

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- confidentiality, including the confidentiality of student information. Employees who are considering sharing information and are unsure about its confidential nature should consult with their supervisor prior to communicating such information.**
- 7. An employee may not link a LEARN-sponsored social media page to any personal online account or social media sites not sponsored by LEARN.**
 - 8. An employee may not use LEARN-sponsored social media or LEARN-issued electronic accounts for communications for private financial gain, political, commercial, advertisement, proselytizing or solicitation purposes.**
 - 9. An employee may not use LEARN-sponsored social media or LEARN-issued electronic accounts in a manner that misrepresents personal views as those of LEARN or of individual schools or programs, or in a manner that could be construed as such.**

Disciplinary Consequences

Violation of LEARN’s policy and/or regulation concerning the use of social media may lead to discipline up to and including the termination of employment consistent with state and federal law.

An employee may face disciplinary action up to and including termination of employment if an employee transmits, without LEARN’s permission, confidential information to or from the employee’s personal online account.

An employee may not be disciplined for failing to provide the username, password, or other authentication means for accessing a personal online account, failing to authenticate or access a personal online account in the presence of a supervisor or failing to invite the supervisor or refusing to accept an invitation sent by the supervisor to join a group affiliated with a personal online account, except as provided herein.

Notwithstanding, LEARN may require that an employee provide the username, password or other means of accessing or authenticating a personal online account for purposes of accessing any account or service provided by LEARN for business purposes or any electronic communications device supplied by or paid for, in whole or in part, by LEARN.

Nothing in this regulation or the accompanying policy shall prevent LEARN from conducting an investigation for the purpose of ensuring compliance with applicable state or federal laws, regulatory requirements or prohibitions against work-related employee misconduct based on the receipt of specific information about an activity on an employee’s personal online account; or based on specific information about the transfer of confidential information to or from an employee’s personal online account. During the course of such investigation, LEARN may require an employee to allow access to the personal online

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account for the purpose of conducting such investigation. However, the employee will not be required to provide the username and/or password or other authentication means in order for LEARN to access the personal online account.

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[SEXUAL HARASSMENT] STUDENT PROHIBITION OF SEX DISCRIMINATION, INCLUDING SEX-BASED HARASSMENT

LEARN does not discriminate on the basis of sex [in its education programs or activities, including employment,] and **prohibits sex discrimination in any education program or activity that LEARN operates, [is] as required by Title IX of the Education Amendments of 1972, [to refrain from such discrimination] 20 U.S.C. § 1681, et seq. and its implementing regulations (“Title IX”), as it may be amended from time to time, Title VII of the Civil Rights Act of 1964 (“Title VII”), and Connecticut law.**

Inquiries about Title IX may be referred to the District’s Title IX Coordinators, the U.S. Department of Education’s Office for Civil Rights, or both. The District’s Title IX Coordinators are:

Dr. Ryan Donlon

**LEARN Associate Executive Director
44 Hatchedts Hill Road, Old Lyme, CT
860-434-4800; rdonlon@learn.k12.ct.us**

Bridgette Gordon-Hickey

**LEARN Deputy Executive Director
44 Hatchedts Hill Road, Old Lyme, CT
860-400-0840; bghickey@learn.k12.ct.us**

Elizabeth McCaffery

**LEARN Director of Human Resources
44 Hatchedts Hill Road, Old Lyme, CT
860-434-4800; emccaffery@learn.k12.ct.us**

The LEARN Deputy Executive Director, Associate Executive Director, and Director of Human Resources shall develop and adopt grievance regulation that provide for the prompt and equitable resolution of complaints made (1) by students, employees, or other individuals who are participating or attempting to participate in the District’s education program or activity, or (2) by the Title IX Coordinators, alleging any action that would be prohibited by Title IX, Title VII, or Connecticut law (the “Administrative Regulations”). The [Administrative Regulations](#) can be found on the LEARN website under Policies and Procedures.

Sex discrimination occurs when a person, because of the person’s sex, is denied participation in or the benefits of any education program or activity receiving federal financial assistance. This includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. Sex discrimination includes sex-based harassment, as defined below.

[Sexual] **Sex-based** harassment is a form of sex discrimination and [is prohibited, whether engaged in by students, LEARN employees or third parties subject to the control of LEARN. Students, LEARN employees, and third parties are expected to adhere to a standard of conduct that is respectful of the rights of students. Any student or employee who engages in conduct prohibited by this policy shall be subject to disciplinary action.] **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***, or where an employee, agent or other person authorized by LEARN to provide an aid, benefit or services under its education program or activity explicitly or impliedly conditions the provision of an aid, benefit, or service of LEARN on an individual's participation in unwelcome sexual conduct;
2. ***Hostile environment harassment***, or unwelcome sex-based conduct that based on the totality of the circumstances, is (1) subjectively and objectively offensive and (2) 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. 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 District'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. A specific offense, as follows:
 - a. Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
 - b. Dating violence, meaning violence committed by a person: (i) who is or has been in a social 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: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship;

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- 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 Connecticut, 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 a youth or adult victim who is protected from those acts under the family or domestic violence laws of Connecticut; or**
- 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.**

[Sexual harassment is conduct on the basis of sex that involves one or more of the following: (1) A LEARN employee or third party subject to the control of LEARN conditioning the provision of an aid, benefit, or service of LEARN on a individual’s participation in unwelcome sexual conduct; (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 LEARN’s education program or activity; or (3) Sexual assault, dating violence, domestic violence, or stalking.

It is the express policy of LEARN to encourage students who have been subjected to sexual harassment to report such incidents to the appropriate personnel, as set forth in the Administrative Regulations implementing this policy. LEARN will investigate such complaints promptly, offer supportive measures, and take corrective action where appropriate. LEARN will maintain confidentiality to the extent possible and appropriate, and will not tolerate any reprisals or retaliations that occur as a result of the good faith reporting of sexual harassment.

Reports of sex discrimination and/or sexual harassment may also be made to the United States Department of Education, Office for Civil Rights, Boston Office, U.S. Department of Education, 8th Floor, 5 Post Office Square, Boston, MA 02109-3921. Telephone (617) 289-0111.

The Executive Director of LEARN shall develop Administrative Regulations implementing this Policy.

Legal References: United States Constitution, Amendment XIV

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

Title IX of the Education Amendments of 1972, 34 C.F.R § 106.1, et seq.

Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998) Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)

United States Department of Education, Title IX Final Rule, 34 CFR Part 106

[Revised Sexual Harassment Guidance: Harassment of Office for Civil Rights, U.S. Department of Education, Students by School Employees, Other Students, or Third Parties, 66 Fed. Reg. 5512 (Jan. 19, 2001).

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Office for Civil Rights, U.S. Department of Education Dear Colleague Letter: Sexual Violence (April 4, 2011).

Constitution of the State of Connecticut, Article I, Section 20. 42 U.S.C. 2000e "Title VII"

29 C.F.R. 1604.11 EEOC Guidelines on Sexual Harassment Connecticut General Statutes 46a-60(a)(8)]

Reporting Sex Discrimination

The following people have a right to make a complaint of sex discrimination, including a complaint of sex-based harassment, requesting that the District investigate and make a determination about alleged discrimination under Title IX:

1. **A “complainant,” which includes:**
 - a. **a student of the District or employee of LEARN who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or**
 - b. **a person other than a student of the District or employee of LEARN who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in LEARN’s education program or activity;**
2. **A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; and**
3. **The District’s Title IX Coordinators.**

For clarity, a person is entitled to make a complaint of sex-based harassment only if they themselves are alleged to have been subjected to the sex-based harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinators initiate a complaint consistent with the requirements of Title IX.

With respect to complaints of sex discrimination other than sex-based harassment, in addition to the people listed above, the following persons have a right to make a complaint:

- **Any student of the District or employee of LEARN; or**
- **Any person other than a student of the District or employee of LEARN who was participating or attempting to participate in LEARN’s education program or activity at the time of the alleged sex discrimination.**

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To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact a District's Title IX Coordinator or an administrator.

Any LEARN employee who has information about conduct that reasonably may constitute sex discrimination must as immediately as practicable notify a Title IX Coordinator. If the Title IX Coordinators are alleged to have engaged in sex discrimination, LEARN employees shall instead notify LEARN's Executive Director, if the employee is not assigned to a school building.

Individuals may also make a report of sex discrimination to the U.S. Department of Education: Office for Civil Rights, Boston Office, U.S. Department of Education, 9th Floor, 5 Post Office Square, Boston, MA 02109-3921 (Telephone (617) 289-0111) and/or 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).

Legal References: Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, et seq

Title IX of the Education Amendments of 1972, 34 C.F.R § 106.1, et seq

Civil Rights Act of 1964, Title VII, 42 U.S.C. § 2000e-2(a)

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

Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)

Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)

Equal Employment Opportunity Commission Policy Guidance on Current Issues of Sexual Harassment (N-915.050), March 19, 1990

Conn. Gen. Stat. § 10-15c - Discrimination in public schools prohibited

Conn. Gen. Stat. § 46a-54 - Commission powers Connecticut

Conn. Gen. Stat. § 46a-60 - Discriminatory employment practices prohibited

Conn. Gen. Stat. § 46a-81c - Sexual orientation discrimination: Employment

Conn. Gen. Stat. § 10-153 - Discrimination on the basis of sex, gender identity or expression or marital status prohibited

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

Brittell v. Department of Correction, 247 Conn. 148 (1998)

Fernandez v. Mac Motors, Inc., 205 Conn. App. 669 (2021)

Policy adopted:

Revised: September 11, 1997

Revised: April 6, 2017

Revised: December 10, 2020 LEARN

Revised:

ADMINISTRATIVE REGULATIONS

PROHIBITION OF SEX DISCRIMINATION, INCLUDING SEX-BASED HARASSMENT

LEARN (the “District”) does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that LEARN and/or the District operates, as required by Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, et seq. and its implementing regulations (“Title IX”), as it may be amended from time to time, Title VII of the Civil Rights Act of 1964 (“Title VII”), and Connecticut law. The District has adopted grievance procedures that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in the District’s education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX, Title VII, or Connecticut law. Any reference in these Administrative Regulations to the Title IX coordinator or to an administrator includes such person’s designee.

Sex discrimination occurs when a person, because of the person’s sex, is denied participation in or the benefits of any education program or activity receiving federal financial assistance. This includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. Sex discrimination includes sex-based harassment, as defined below.

Sex-based harassment under Title IX 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*, or where an employee, agent or other person authorized by LEARN to provide an aid, benefit or services under its education program or activity explicitly or impliedly conditions the provision of an aid, benefit, or service of LEARN on an individual’s participation in unwelcome sexual conduct);
2. *Hostile environment harassment*, or unwelcome sex-based conduct that based on the totality of the circumstances, is (1) subjectively and objectively offensive and (2) 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. 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 District’s education program or activity;
 - b. the type, frequency, and duration of the conduct;

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- 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. *A specific offense, as follows:*
- a. **Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;**
 - b. **Dating violence, meaning violence committed by a person: (i) who is or has been in a social 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: the length of the relationship, the type of relationship, and 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 Connecticut, 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 a youth or adult victim who is protected from those acts under the family or domestic violence laws of Connecticut; or**
 - 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.**

SECTION I: REPORTING SEX DISCRIMINATION

To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination, please contact the District's Title IX Coordinator or an administrator. The District's Title IX Coordinators are:

Dr. Ryan Donlon
LEARN Associate Executive Director
44 Hatchedts Hill Road, Old Lyme, CT
860-434-4800; rdonlon@learn.k12.ct.us

Bridgette Gordon-Hickey
LEARN Deputy Executive Director
44 Hatchedts Hill Road, Old Lyme, CT
860-400-0840; bgickey@learn.k12.ct.us

Elizabeth McCaffery
LEARN Director of Human Resources
44 Hatchedts Hill Road, Old Lyme, CT
860-434-4800; emccaffery@learn.k12.ct.us

The following people have a right to make a complaint of sex discrimination, including a complaint of sex-based harassment, requesting that the District investigate and make a determination about alleged discrimination under Title IX and under the LEARN's policy and these Administrative Regulations:

1. A "complainant," which includes:
 - a. a student of the District or employee of LEARN who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or
 - b. a person other than a student of the District or employee of LEARN who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in the District's education program or activity;
2. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant (collectively, "parent or guardian"); and
3. The District's Title IX Coordinators.

For clarity, a person is entitled to make a complaint of sex-based harassment only if they themselves are alleged to have been subjected to the sex-based harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a complaint consistent with the requirements of Title IX.

With respect to complaints of sex discrimination other than sex-based harassment, in addition to the people listed above, the following people have a right to make a complaint:

- Any student of the District or employee of LEARN; or
- Any person other than a student of the District or employee of LEARN who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

The District may consolidate complaints of sex discrimination against more than one respondent, or 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. Consolidation shall not violate the Family Educational Rights and Privacy Act (“FERPA”), and thus requires that prior written consent is obtained from the parents or eligible students to the disclosure of their education records. Where the District is unable to obtain prior written consent, complaints cannot be consolidated. When more than one complainant or more than one respondent is involved, references in these Administrative Regulations to a party, complainant, or respondent include the plural, as applicable.

SECTION II: DEFINITIONS

- 1. Bias occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decisionmaker(s) demonstrate actual bias, rather than the appearance of bias. Actual bias includes, but is not limited to, demonstrated personal animus against the respondent or the complainant and/or prejudice of the facts at issue in the investigation.**
- 2. Complainant means (1) a student of the District or employee of LEARN 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 of the District or employee of LEARN 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. When a complainant is a student of the District, reference in these Administrative Regulations to complainant includes the student’s parent or guardian.**
- 3. Complaint means oral or written requests 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 and under LEARN’s policy and these Administrative Regulations.**
- 4. A conflict of interest occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decisionmaker(s) have personal, financial and/or familial interests that affected the outcome of the investigation.**
- 5. Consent means an active, clear and voluntary agreement by a person to engage in sexual activity with another person (also referred to hereafter as “affirmative consent”).**

For the purposes of an investigation conducted pursuant to these Administrative Regulations, the following principles shall be applied in determining whether consent for sexual activity was given and/or sustained:

- **Affirmative consent is the standard used in determining whether consent to engage in sexual activity was given by all persons who engaged in the sexual activity.**
 - **Affirmative consent may be revoked at any time during the sexual activity by any person engaged in the sexual activity.**
 - **It is the responsibility of each person engaging in a sexual activity to ensure that the person has the affirmative consent of all persons engaged in the sexual activity to engage in the sexual activity and that the affirmative consent is sustained throughout the sexual activity.**
 - **It shall not be a valid excuse to an alleged lack of affirmative consent that a respondent to the alleged violation believed that a complainant consented to the sexual activity:**
 - **because the respondent was intoxicated or reckless or failed to take reasonable steps to ascertain whether the complainant consented, or**
 - **if the respondent knew or should have known that the complainant was unable to consent because such individual was unconscious, asleep, unable to communicate due to a mental or physical condition, unable to consent due to the age of the individual or the age difference between the individual and the respondent, or incapacitated due to the influence of drugs, alcohol or medication.**
 - **The existence of a past or current dating or sexual relationship between a complainant and a respondent, in and of itself, shall not be determinative of a finding of consent.**
- 6. Disciplinary sanctions means consequences imposed on a respondent following a determination under Title IX or under LEARN's policy and these Administrative Regulations that the respondent violated the District's prohibition on sex discrimination.**
- 7. For purposes of investigations and complaints of sex discrimination, education program or activity includes buildings owned or controlled by LEARN and conduct that is subject to the District's disciplinary authority. The District has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the District's education program or activity or outside the United States.**

- 8. Employee means (A) a teacher, substitute teacher, school administrator, school superintendent, guidance counselor, school counselor, psychologist, social worker, nurse, physician, school paraprofessional or coach employed by LEARN or working in a public elementary, middle or high school; or (B) any other individual who, in the performance of the individual's duties, has regular contact with students and who provides services to or on behalf of students enrolled in a public elementary, middle or high school, pursuant to a contract with LEARN.**
- 9. Party means a complainant or respondent.**
- 10. Pregnancy or related conditions mean (A) pregnancy, childbirth, termination of pregnancy, or lactation; (B) medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or (C) recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.**
- 11. Relevant means related to the allegations of sex discrimination under investigation as a part of the District's Title IX 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 decisionmaker in determining whether the alleged sex discrimination occurred.**
- 12. Remedies means measures provided, as appropriate, to a complainant or any other person the District 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 District's education program or activity after the District determines that sex discrimination occurred.**
- 13. Respondent means an individual who is alleged to have violated the District's prohibition on sex discrimination. When a respondent is a student of the District, reference in these Administrative Regulations to respondent includes the student's parent or guardian.**
- 14. Retaliation means intimidation, threats, coercion, or discrimination against any person by a student or 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 Title VII or their regulations or Connecticut law, 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, hearing or informal resolution process conducted pursuant to federal Title IX regulations or under LEARN's policy and these Administrative Regulations. This also includes peer retaliation, which means retaliation by a student against another student.**

15. School days means the days that school is in session as designated on the calendar posted on the District's website. In its discretion, and when equitably applied and with proper notice to the parties, the District may consider business days during the summer recess as "school days" if such designation facilitates the prompt resolution of the grievance procedures.
16. 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 the District's educational environment; or (2) provide support during the District's grievance procedures or during the informal resolution process. Supportive measures may include counseling; extensions of deadlines or other course-related adjustments; increased security and monitoring; restrictions on contact; changes to class schedules or extracurriculars; training and education programs related to sex-based harassment, and other similar measures as determined appropriate by the Title IX Coordinator.

SECTION III: RESPONSE TO SEX DISCRIMINATION

1. **Notification of Procedures.** When notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment, the Title IX Coordinator shall 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. If a complaint is made, the Title IX Coordinator shall also notify the respondent of the grievance procedures and the informal resolution process, if available and appropriate.
2. **Supportive Measures.** When notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment, an administrator will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education program or activity or provide support during the District's Title IX grievance procedures or during the informal resolution process. The District will not disclose information about any supportive measures to persons other than the person to whom they apply and their parent or guardian unless necessary to provide the supportive measure or restore or preserve a party's access to the educational program or activity.
 - a. Where a supportive measure has been implemented, a party may seek the modification or termination of the supportive measure, if the supportive measure is applicable to them and if the party's circumstances have materially changed. The District may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures or at the conclusion of the informal resolution process.

- b. ***Challenge to Supportive Measures.*** Upon an administrator's decision to provide, deny, modify or terminate a supportive measure, either a respondent or a complainant may challenge that decision. The challenged supportive measure must be applicable to the challenging party. A party's challenge may be based on, but is not limited to, concerns regarding whether the supportive measure is reasonably burdensome; reasonably available; being imposed for punitive or disciplinary reasons; imposed without fee or charge; or otherwise effective in meeting the purposes for which it is intended, including to restore or preserve access to the education program or activity, provide safety, or provide support during the grievance procedures. Such challenge shall be made in writing to the Title IX Coordinator.

Promptly and without undue delay after receiving a party's challenge, the Title IX Coordinator shall determine if the decision to provide, deny, modify, or terminate the supportive measure was inconsistent with the definition of supportive measures in this Administrative Regulation. When there is a change to a supportive measure currently in place, including the termination of the supportive measure, or where a new supportive measure is implemented or a requested supportive measure has been denied, the Title IX Coordinator shall notify the affected party of the determination.

In the event that the Title IX Coordinator made the decision to provide, deny, modify or terminate a supportive measure, the challenge will be assigned to a disinterested administrator.

3. **Informal Resolution Process.** In lieu of resolving a complaint of sex discrimination through the District's formal grievance procedures (outlined below), the parties may instead elect to participate in an informal resolution process. The District has discretion to determine whether it is appropriate to offer an informal resolution process and may decline to offer informal resolution despite one or more of the parties' wishes. The District does not offer informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of a student, or when such a process would conflict with the law. Upon the District offering the informal resolution process to both parties, that parties shall have seven (7) school days to decide if they would like to participate in the process. The District shall obtain the parties' voluntary consent to proceed with the informal resolution process. If the informal resolution process proceeds, the Title IX Coordinator shall appoint an informal resolution facilitator, who will not be the same person as the investigator or the decisionmaker.

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- a. ***Notice of Informal Resolution Process.*** Promptly upon obtaining the parties' voluntary consent to process with the informal resolution process and before initiation of the informal resolution process, the District must provide to the parties written notice that explains:
- 1) the allegations;
 - 2) the requirements of the informal resolution process;
 - 3) that, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the formal grievance procedures;
 - 4) that the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming the formal grievance procedures arising from the same allegations;
 - 5) the potential terms that may be requested or offered in an informal resolution agreement (which may include, but are not limited to, restrictions on contact, restrictions on the respondent's participation in the District's programs or activities, other disciplinary sanctions, and/or sensitivity training), including notice that an informal resolution agreement is binding only on the parties; and
 - 6) what information the District will maintain and whether and how the District could disclose such information for use in formal grievances procedures.
- b. ***Intake Meeting(s).*** From the date of the written notice provided in subsection III.3.a, above, the parties will have thirty (30) school days to reach a resolution. The Title IX Coordinator may extend this timeframe for the same reasons identified in subsection IV.1.d, below. If a resolution is not reached, the District will continue resolving the complaint through the grievance procedures as outlined below. The informal resolution process will be designed to be collaborative, focusing on the needs of both parties. When the parties have agreed to pursue the informal resolution process, the informal resolution facilitator shall have a separate intake meeting with each party to determine the appropriate path for resolution. During the intake meeting(s), each party will have the opportunity to share their perspective on the allegations, and the informal resolution facilitator will ascertain the party's goals and motivation in pursuing an informal resolution process.
- c. ***Informal Resolution Process.*** Depending on the allegations of sex discrimination, the District may offer, or the parties may request (subject to the District's approval), one or more of the following types of informal resolution processes:

- 1) **Facilitated Dialogue**: After the intake meeting(s), the parties engage in a direct conversation about the alleged sex discrimination with the assistance of the informal resolution facilitator. In a facilitated dialogue, the parties are communicating directly and sharing the same space (virtually or in-person). During a facilitated dialogue, the parties will have the opportunity to discuss their individual experiences and listen to the experiences of others with the intention of reaching a mutually agreeable resolution.
 - 2) **Mediation**: After the intake meeting, the parties will engage in back-and-forth communication to reach an agreed-upon resolution. Mediation may take place electronically or in-person or virtually, with the parties in different locations (e.g. not face-to-face). The parties will have the opportunity to speak with the informal resolution facilitator, and the informal resolution facilitator will communicate each party's perspective to the opposing party. Mediation may be completed in one session or may require multiple sessions.
- d. ***Informal Resolution Agreement***. After the parties have reached an agreed-upon resolution, the informal resolution facilitator shall memorialize such agreement in writing. Such resolutions may include, but are not limited to, mutual no-contact orders; agreed upon sensitivity training; restrictions on the respondent's participation in the District's programs or activities or other disciplinary sanctions; or other mutually agreed upon resolutions. Both parties shall sign the informal resolution agreement, at which point the matter will be considered resolved.
 - e. ***Retaliation and Subsequent Conduct***. Nothing in this section precludes an individual from filing a complaint of retaliation for matters related to an informal resolution, nor does it preclude either party from filing complaints based on conduct that is alleged to occur following the District's facilitation of the informal resolution.
4. **Emergency Removal**. The District will not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination. However, the District may remove a respondent from the District's program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of the complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

5. **Students with Disabilities.** If a complainant or respondent is a student with a disability, the Title IX Coordinator shall consult with one or more members of the student's Planning and Placement Team or Section 504 Team to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act throughout the implementation of the grievance procedures, including in the implementation of supportive measures.

6. **Absence of a Complaint.** In the absence of a complaint, or the withdrawal of any or all allegations in the complaint, and in the absence or termination of the informal resolution process, the Title IX Coordinator shall make a fact-specific determination regarding whether the Title IX Coordinator should initiate a complaint of sex discrimination. In making this determination, the Title IX Coordinator shall consider, at a minimum, the following factors:
 - a. The complainant's request not to proceed with initiation of a complaint;
 - b. The complainant's reasonable safety concerns regarding initiation of a complaint;
 - c. The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
 - d. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from the District's program or activity or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
 - e. The age and relationship of the parties, including whether the respondent is a LEARN employee;
 - f. The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
 - g. The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
 - h. 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 alleged conduct presents an imminent and serious threat to the health or safety of the complainant or other person, or that the alleged conduct 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.

SECTION IV: GRIEVANCE PROCEDURES FOR COMPLAINTS OF SEX DISCRIMINATION

- 1. Basic Requirements for the Grievance Procedures.**
 - a. The District will treat complainants and respondents equitably.**
 - b. The District prohibits any Title IX Coordinator, investigator, or decisionmaker from having a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.**
 - c. The District presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedures.**
 - d. The District has established timeframes for the major stages of the grievance procedures. The District has also established the following process that allows for the 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:**
 - 1) When determining whether a reasonable extension of timeframes is appropriate, the Title IX Coordinator shall pursue a two-step inquiry. When appropriate, the Title IX Coordinator shall make this determination in consultation with the investigator, decisionmaker, appeal decisionmaker and/or the informal resolution facilitator.**
 - 2) First, the Title IX Coordinator shall determine whether good cause exists. Good cause shall include, but is not limited to, the absence or illness of a party or a witness; concurrent law enforcement activity and/or activity by the Department of Children and Families; school being out of session; or particular circumstances based on the Title IX Coordinator's experience and familiarity with the complaint that constitute good cause. Reasonable modifications for those with disabilities and language assistance for those with limited proficiency in English should be provided within the established timeframes without need for a reasonable extension.**
 - 3) The existence of good cause will not always require a reasonable extension. When evaluating whether such good cause warrants a reasonable extension of time, the Title IX Coordinator shall, in part, determine whether there is a reasonable alternative that may be pursued in lieu of an extension. Where no such alternative exists and where a reasonable extension is necessary to properly effectuate the District's grievance procedures, the Title IX Coordinator shall determine an appropriate extension of time and provide notice of the period of extension to the parties in writing.**

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- e. **The District will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will be designed to not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consulting with their family members or confidential resources; or otherwise preparing for or participating in the grievance procedures. The District prohibits retaliation by or against any parties, including against witnesses.**

- f. **The District will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory (tending to prove sex discrimination) and exculpatory evidence (tending to disprove sex discrimination). Credibility determinations will not be based on a person’s status as a complainant, respondent, or witness.**

- g. **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 Connecticut law, unless the person to whom the privilege is owed has voluntarily waived the privilege;**
 - 2) **A party’s or witness’s 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’s 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 determination that sex-based harassment occurred.**

- h. **The District will not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination. However, the District may remove a respondent from the District’s program or activity on an emergency basis, as discussed above.**

2. **Filing a Complaint.** A complainant (as defined above) and/or their parent or guardian may file a written or oral complaint with the Title IX Coordinator or an administrator to initiate the District's grievance procedures. Complaints should be filed within thirty (30) school days of the alleged occurrence. If a complaint is filed after thirty (30) school days of the alleged occurrence, the District may be limited in its ability to investigate the complaint.
3. **Notice of District Grievance Procedures.** If not already done, within five (5) school days of receiving a complaint, the Title IX Coordinator shall inform the complainant and their parent or guardian about the District's Title IX grievance procedures, offer the complainant supportive measures, and, where appropriate, inform the complainant and their parent or guardian about the District's informal resolution process. Through this notification, the Title IX Coordinator shall confirm that the complainant is requesting the District to conduct an investigation and make a determination regarding their allegations of sex discrimination. When the Title IX Coordinator is named as the respondent, the building principal or administrator responsible for the program shall notify the complainant and their parent or guardian.
4. **Jurisdiction and Dismissal.** Prior to initiating an investigation into the alleged sex discrimination and prior to issuing the notice of allegations, the Title IX Coordinator shall review the complaint and determine jurisdiction. If the alleged conduct occurred in the District's program or activity or the conduct is otherwise subject to the District's disciplinary authority, then the District has jurisdiction. If there is no jurisdiction, the Title IX Coordinator must dismiss the complaint. The Title IX Coordinator shall make a determination regarding jurisdiction within five (5) school days of receiving the complaint.
 - a. The Title IX Coordinator or the investigator may dismiss a complaint of sex discrimination prior to issuing the notice of allegations and prior to reaching a determination regarding responsibility where:
 - 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/or is not employed by LEARN;
 - 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 Title IX Coordinator 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

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- 4) **The Title IX Coordinator 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 by communicating with the complainant to discuss the allegations in the complaint.**
- b. **Upon dismissal of the complaint, the Title IX Coordinator 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 Title IX Coordinator will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing. 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 or recur within the District's education program or activity.**
- c. **Appeal of Dismissal. The Title IX Coordinator 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 Title IX Coordinator will also notify the respondent that the dismissal may be appealed. The District's appeal procedures will be implemented equally for all parties.**
- 1) **Dismissals may be appealed on the following bases:**
 - a) **Procedural irregularity that would change the outcome;**
 - b) **New evidence that would change the outcome and that was not reasonably available when the dismissal was issued; and**
 - c) **The Title IX Coordinator, investigator, or decisionmaker 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.**
 - 2) **If the dismissal is appealed, an administrator who did not take part in the investigation of the allegations or the dismissal of the complaint will be the appeal decisionmaker for the dismissal. The**

District's appeal process for the dismissal of a complaint provides the following:

- a) The appealing party shall have five (5) school days, from the receipt of the dismissal, to submit a written statement in support of, or challenging the outcome of the dismissal;
- b) The appeal decisionmaker must promptly notify the other party of the appeal;
- c) The other party shall have five (5) school days, from receiving notice from the appeal decisionmaker to submit a written a statement in support of, or challenging, the outcome; and
- d) Within ten (10) school days following the other party's opportunity to provide a statement, the appeals decisionmaker shall provide the parties the result of the appeal and the rationale for the result.

5. **Notice of Allegations.** Upon receipt or filing by the Title IX Coordinator of a complaint, and after determining that the District retains jurisdiction over the complaint, the Title IX Coordinator must provide a notice of allegations to the parties that includes the following:

- a. The District's Title IX grievance procedures and availability of the informal resolution process;
- b. 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);
- c. A statement that retaliation is prohibited; and
- d. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and 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 investigator decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the initial notice of allegations or that are included in a complaint that is consolidated, the District will notify the parties of the additional allegations by issuing an additional notice of allegations.

6. **Investigation.** The District will provide for the adequate, reliable, and impartial investigation of complaints. In most circumstances, the District will institute a unified investigative model in which an administrator, or a team of administrators,

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will serve as both the investigator and the decisionmaker. In rare circumstances, the Title IX Coordinator may implement a bifurcated investigative model in which the investigator and the decisionmaker are separate administrators, or separate teams of administrators. The implementation of a bifurcated investigative model shall be in the sole discretion of the District, based on a review by the Title IX Coordinator of the complexity of the investigation and the resources needed. The following applies to all investigations, except as otherwise provided herein:

- a. The burden is on the District—not on the parties—to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.**
- b. The investigator(s) will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible.**
- c. The investigator(s) will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.**
- d. Disclosure of Evidence: Prior to making a determination, the investigator(s) 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.**
 - 1) Access to such evidence shall be accomplished by the investigator(s) providing the parties with a description of such evidence or the actual relevant and not otherwise impermissible evidence.**
 - 2) The parties shall have five (5) school days to review a description of the evidence or the actual evidence.**
 - 3) If not already provided, the parties may request to review the relevant and not otherwise impermissible evidence, rather than a description of the evidence. Parties requesting a review of the evidence must do so within the five (5) school day review period identified above.**
 - 4) The parties may submit a written response to the evidence, which must be received by the investigator(s) no later than the end of the five (5) school day review period identified above.**
 - 5) Based on the complexity and amount of the evidence, the investigator(s) may provide the parties with additional time to review and respond to the evidence.**

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- 6) The District strictly prohibits the unauthorized disclosure of information and evidence obtained solely through the grievance procedures by parties or any other individuals involved in the Title IX grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.
- e. *Only when using a bifurcated investigative model*, the investigator(s) will draft an investigative report that summarizes the relevant and not otherwise impermissible evidence. The investigator(s) will provide this report to the parties and to the decisionmaker(s).
7. **Questioning the Parties and Witnesses.** The decisionmaker(s) shall question parties and witnesses to adequately assess the credibility of a party or witness, to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination. Credibility may be considered to be in dispute where the decisionmaker(s) must choose between competing narratives to resolve the complaint. The decisionmaker(s), at their discretion, may conduct individual meetings with the parties or witnesses to evaluate credibility. The decisionmaker(s) may consider the following factors in making this evaluation:
- a. **Plausibility** – Whether the testimony is believable on its face; whether the party or witness experienced or perceived the conduct firsthand; and/or whether there are any inconsistencies in any part of the party’s or witness’s testimony;
 - b. **Corroboration** – Whether there is other testimony or physical evidence that tends to prove or disprove the party’s or witness’s testimony;
 - c. **Motive to Falsify** – Whether the party or the witness had a motive to lie; whether a bias, interest or other motive exists; and/or whether there is a fear of retaliation;
 - d. **Demeanor** – Evaluating the party’s or witness’s body language, including whether there is a perceived nervousness and/or they make tense body movements.

The decisionmaker(s) shall consider the credibility of any party and witness based on the factors above, as well as the evidence and information gathered during the investigation.

8. **Determination of Whether Sex Discrimination Occurred.** Following an investigation and evaluation of all relevant and not otherwise impermissible evidence and within sixty (60) school days of issuing the initial notice of allegations, the decisionmaker(s) will:
- a. Use the preponderance of the evidence standard to determine whether sex discrimination occurred. The standard requires the decisionmaker(s) to

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termination of employment for employees; resolution through restorative practices; and/or restrictions from athletics and other extracurricular activities.

- c. Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity.**
 - d. Communicate with a student's PPT or Section 504 team prior to disciplining a respondent to ensure compliance with the requirements of the IDEA and Section 504 with respect to discipline of students.**
 - e. If expulsion is recommended, refer a student respondent to the Associate Executive Director for expulsion proceedings pursuant to Connecticut law.**
- 10. Appeal of Determination. After receiving the written determination of the outcome, parties shall have ten (10) school days to submit a formal written statement of appeal, if they so choose, to the Title IX Coordinator challenging the outcome of the grievance procedures and explaining the basis for appeal.**

Upon receipt of an appeal, the Superintendent shall appoint a decisionmaker(s) for the appeal, who shall be someone other than the Title IX Coordinator, investigator(s), or initial decisionmaker(s). The decisionmaker(s) for the appeal will provide the appealing party's written statement to the non-appealing party. The non-appealing party will then have ten (10) school days to submit to the decision-maker(s) for the appeal a written statement in support of, or challenging, the outcome of the grievance procedures.

The decisionmaker(s) for the appeal shall review the evidence and the information presented by the parties and determine if further action and/or investigation is warranted. Such action may include consultation with the investigator(s) and the parties, a meeting with appropriate individuals to attempt to resolve the complaint, or a decision affirming or overruling the written outcome. Generally, a party's disagreement with the outcome of the investigation, alone, will not be basis for further action. The decisionmaker(s) for the appeal will attempt to issue written notice of the outcome of the appeal to the parties within thirty (30) school days of receipt of all written statements from the parties.

SECTION V: PREGNANCY OR RELATED CONDITIONS

When any District employee is notified by a student or a student's parent or guardian that the student is pregnant or has a related condition, the District employee must promptly provide the student or parent or guardian with the Title IX Coordinator's contact information and inform the person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity. Once a student or a student's parent or guardian notifies the Title IX Coordinator of the student's pregnancy or related condition, the Title IX Coordinator must take specific actions to prevent discrimination and ensure equal access, as outlined in 34 C.F.R. § 106.40(b)(3) of the Title IX federal regulations.

For LEARN employees, the District will treat pregnancy or related conditions as any other temporary medical conditions for all job-related purposes and follow the provisions outlined in 34 C.F.R. § 106.57 of the Title IX federal regulations. The District will provide reasonable break time for an employee to express breast milk or breastfeed as needed. The District will also ensure that an employee can access a lactation space, which must be a space other than a bathroom that is clean, shielded from view, free from intrusion from others, and may be used by an employee for expressing breast milk or breastfeeding as needed.

SECTION VI: RETALIATION

The District prohibits retaliation, including peer retaliation, in its education program or activity. When the District has information about conduct that reasonably may constitute retaliation under Title IX and/or the LEARN's policy and these Administrative Regulations, the District must initiate its grievance procedures or, as appropriate, an informal resolution process.

SECTION VII: RECORDKEEPING

The District will maintain for a period of seven (7) years:

1. For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures and the resulting outcome;
2. For each notification the Title IX Coordinator received of information about conduct that reasonably may constitute sex discrimination under Title IX, records documenting the actions the District took in response; and
3. All materials used to provide training to employees pursuant to this Administrative Regulation. The District will make these training materials available upon request for inspection by members of the public.

SECTION VIII: TRAINING

The District shall provide the individuals designated below with the following training promptly upon hiring or change of position that alters their duties, and annually thereafter.

1. *All employees.* All employees shall be annually trained on the District's obligation to address sex discrimination in its education program or activity; the scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment; and all applicable notification and information requirements related to pregnancy and related conditions and the District's response to sex discrimination.
2. *Investigators, decisionmakers, and other persons who are responsible for implementing the District's grievance procedures or have the authority to modify or terminate supportive measures.* Any employee who will act as an investigator, decisionmaker, or is responsible for supportive measures shall be annually trained on the District's response to sex discrimination; the District's grievance procedures; how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and the meaning and application of the term "relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance under the grievance procedures.
3. *Informal Resolution Facilitator.* Any employee who will act as an informal resolution facilitator shall be annually trained on the topics in subsection (1) and the rules and practices associated with the District's informal resolution process and on how to serve impartially, including by avoiding conflicts of interest and bias.
4. *Title IX Coordinator.* Any employee who will serve as the Title IX coordinator must be trained on above subsections (1)-(3) and must be trained on their specific responsibilities under Title IX, the District's recordkeeping system and the requirements recordkeeping under Title IX.

SECTION IX: FURTHER REPORTING

At any time, a complainant alleging sex discrimination may also file a complaint with the Office for Civil Rights, Boston Office, U.S. Department of Education, 9th Floor, 5 Post Office Square, Boston, MA 02109-3921 (Telephone (617) 289-0111).

Individuals may also make a report of sex discrimination 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).

7/29/2024

**COMPLAINT FORM REGARDING SEX DISCRIMINATION,
INCLUDING SEX-BASED HARASSMENT**

Name of the complainant: _____

Date of the alleged conduct: _____

Name(s) of the alleged perpetrator(s):

Location where such conduct occurred:

Name(s) of any witness(es) to the conduct: _____

Detailed statement of the circumstances:

Remedy requested: _____

Signature: _____

Date: _____

Regulation adopted: 09/24/2024
LEARN