



Interdistrict School for Arts and Communication
BOARD OF DIRECTORS

April 23, 2025 at 4:00 pm via ZOOM
New London, CT

AGENDA

4:00 pm

1. WELCOME/CALL TO ORDER

Chairman R.F. Muckle

1a. Establishment of Quorum

1b. Public Comment

The Board of Directors welcomes public comment. Due to the nature of the virtual format of the meeting, all comments are to be submitted via email prior to noon on the day of the meeting. Comments may be made on almost any matter related to the operations of ISAAC and will be shared with the Board members in their packet. We shall not read or address any comments at this meeting. However, comments concerning individual students or staff members shall not be permitted.

4:01 pm

2. CONSENT AGENDA

Chairman R.F. Muckle

- Approval of Minutes from the March BOD Meeting
- Acceptance of the Year-to-Date Profit/Loss Financial Report for March 2025
- Acceptance of the Balance Sheet for March 31, 2025
- Approval of the Revised Business Manual

Possible Motion: Approve and accept all items on the consent agenda

4:03 pm

3. EXECUTIVE DIRECTOR REPORT

Dr. Spera

- 3a. CSDE Report Update
- 3b. Grant Update
- 3c. Legislative Update
- 3d. Student Recruitment & Lottery Update
- 3e. Hiring Update
- 3f. Budget Process Outlook

4:15 pm

4. SUBCOMMITTEE REPORTS

4a. FINANCE

Treasurer L. Muller

- Finance Update - March Minutes

4b. SCHOOL BUILDING

Chairman R.F. Muckle

- Building Project Update

4c. GOVERNANCE

Vice Chairman Spellman

- Federal mandate to revert to 2020 versions for Policies Sexual Discrimination & Sexual Harassment 5420, Non-Discrimination (STUDENTS) 5004, Sexual Discrimination & Sexual Harassment in the Workplace 4218, Non-Discrimination (PERSONNEL) 4004
- Shipman & Goodwin Policy Update for School Security & Safety and Visitors and Observation in the Schools, identifying one school official (Dr. Spera) who will meet with federal immigration authorities if they were to visit ISAAC.
- NEW POLICY: Restorative Practices Policy
- NEW POLICY: Connecticut School Climate Policy

4:20 pm

5. NEW BUSINESS

Chairman R.F. Muckle

- 5a. Spring Staff & Student Culture & Climate Survey Results
- 5b. Graduation – Thursday, June 5, 2025 at USCGA

T. Collins

Dr. Spera

5:00 pm

6. ADJOURNMENT

Chairman R.F. Muckle



DRAFT

**Interdistrict School for Arts and Communication
BOARD OF DIRECTORS**

March 19, 2025 at 4:00 pm
Meeting held virtually
New London, CT

In Attendance: Richard Muckle, Dr. Nicholas J. Spera, Dr. David Brailey, Kevin Booker, Lee Muller, Barbara Crouch, Bill Buscetto, Amanda Grundy, Shannon Lougee, Erica Robb, Amy Geary, Tanya Collins

MINUTES

4:00 pm

1. WELCOME/CALL TO ORDER

Chairman R.F. Muckle

1a. Establishment of Quorum – *quorum established*

1b. Public Comment – *1 comment received 2/5/2025*

Motion: to amend the agenda to add an executive session, for discussion of pending claim

Moved: B. Crouch; 2nd: K. Booker; Discussion: none; In Favor: all; Opposed: none; Abstentions: none

Motion Carries by unanimous voice vote

4:01 pm

2. CONSENT AGENDA

Chairman R.F. Muckle

- Approval of Minutes from the January BOD Meeting
- Approval of Minutes from the February Special Meet BOD Meeting
- Approval for Payment to G. Donovan Construction for \$297,244.86
- Acceptance of Executive Director Mid-Year Goals Reflection
- Acceptance of the Year-to-Date Profit/Loss Financial Report for February 2025

Motion: Approve and accept all items on the consent agenda

Moved: B. Crouch; 2nd: K. Booker; Discussion: none; In Favor: all; Opposed: none; Abstentions: none

Motion Carries by unanimous voice vote

4:03 pm

3. EXECUTIVE DIRECTOR REPORT

Dr. Spera

3a. CSDE Report Update

We continue to maintain the requirements on the CSDE action plan. We have a professional development coming up that will cover some of the components we agreed to completing.

3b. Grant Update

We are working on spending the \$700,000+ grant money received for 4th & 5th grade by September 30th. These grant funds cannot be used for construction or repairing the building. As a condition of the grant, we will be audited at the end of April.

3c. Legislative Update

March 3rd Gov. Lamont signed a public act addressing immigration enforcement in schools, all superintendents must designate an administrator to be responsible for interacting with federal immigration authorities. There will be a board policy coming in April as part of the requirements signed into the same public act.

3d. Student Recruitment & Lottery Results for 2025

We continue to receive applications.

3e. Hiring Update

We just hired a 6th grade science teacher and a school psych for next year. We have openings for a 4th and 5th grade teacher and a Special Education Teacher.

3f. Budget Process Outlook

4:15 pm

4. SUBCOMMITTEE REPORTS

4a. FINANCE

Treasurer L. Muller

- Finance Update - March Minutes



4b. SCHOOL BUILDING

Chairman R.F. Muckle

- Approval for Payment to G. Donovan Construction for \$297,244.86 (CONSENT)
Date for brick work moved up to next week. Project expected to be completing in 4 or 5 weeks.

4:20 pm

5. NEW BUSINESS

Chairman R.F. Muckle

5a. Update Regarding Cell Phone Policy

Dr. Spera

Have had meetings/ conversations regarding policy. Not pursuing updating the policy at this time. We will look into updating policy later if cell phones become a bigger issue.

5b. Requirements for Submitting Healthy Food Certification Statement for 2025-26

a. Participation in the Healthy Food Option

Motion: Pursuant to C.G.S. Section 10-215f, the ISAAC Board of Directors certifies that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2025, through June 30, 2026. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to school stores, vending machines, school cafeterias, culinary programs, and any fundraising activities on school premises sponsored by the school or non-school organizations and groups.

Motion: Motion, so moved, with a 'YES' vote

Moved: S. Longee; 2nd: B. Crouch; Discussion: none; In Favor: all w/ yes vote; Opposed: none; Abstentions: none

Motion Carries by unanimous voice vote

b. Allowance of Food and Beverage Exemptions

Possible Motion: The ISAAC Board of Directors will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An "event" is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The "regular school day" is the period from midnight before to 30 minutes after the end of the official school day. "Location" means where the event is being held and must be the same place as the food sales.

Motion: Motion, so moved, with a 'YES' vote

Moved: B. Crouch; 2nd: K. Booker; Discussion: none; In Favor: all w/ yes vote; Opposed: none; Abstentions: none

Motion Carries by unanimous voice vote

4:30 pm

6. MOTION TO MOVE TO EXECUTIVE SESSION

Chairman Muckle invites Dr. Spera

Motion: to move to executive session with Dr. Spera invited

Moved: B. Crouch; 2nd: B. Buscetto; Discussion: none; In Favor: all w/ yes vote; Opposed: none; Abstentions: none

Motion Carries by unanimous voice vote

4:30 pm

6. ADJOURNMENT

Chairman R.F. Muckle

Motion: To Adjourn

Moved: B. Crouch; 2nd: K. Booker; Discussion: none; In Favor: all; Opposed: none; Abstentions: none

Motion Carries by unanimous voice vote







Interdistrict School for Arts and Communication

Board of Directors Finance Committee

April 22, 2025 at 4:00 pm

New London, CT

AGENDA

- 4:00 pm **1. WELCOME/CALL TO ORDER** *Finance Chair L. Muller*
- 4:02 pm **2. FINANCIAL REVIEW & BUDGET TIMELINE** *E. Robb*
- March 2025 Year-to-Date Profit/Loss & Balance Sheet
 - Budget timeline:
 - Distributed for review in advance of May BOD meeting;
 - Discussions and questions addressed at meeting;
 - Target budget approval June BOD meeting.
- 4:10 pm **3. BUSINESS MANUAL REVISION** *E. Robb*
- Business Manual last revised in August/October 2022
 - Revision adds language to clarify fixed asset management practices for CSP grant.
 - Also adds new items such as investment of funds and banking changes (Positive Pay, online payments) as well as making some housekeeping corrections.
- 4:18 pm **4. GRANTS and OTHER UPDATES** *N. Spera*
- Charter Schools Program (CSP) Grant – site visit
 - PEGPETIA – awarded \$12,000
 - State Charter Building Project/Debt Repayment Grant – due May 16
 - Construction Project Update
- 4:25 pm **5. ADJOURNMENT** *Finance Chair L. Muller*



**INTERDISTRICT SCHOOL FOR ARTS AND COMMUNICATION
SPECIAL MEETING OF THE GOVERNANCE COMMITTEE**

April 16, 2024
New London, CT

AGENDA

- | | | |
|---------|--|-------------------------------|
| 3:30 pm | WELCOME/CALL TO ORDER | <i>Vice Chairman Spellman</i> |
| 3:31 pm | BOARD POLICY UPDATE | <i>Dr. Nicholas Spera</i> |
| | <ul style="list-style-type: none">• Federal mandate to revert back to 2020 versions for Policies Sexual Discrimination & Sexual Harassment 5420, Non-Discrimination (STUDENTS) 5004, Sexual Discrimination & Sexual Harassment in the Workplace 4218, Non-Discrimination (PERSONNEL) 4004• Shipman & Goodwin Policy Update for School Security & Safety and Visitors and Observation in the Schools, identifying one school official (Dr. Spera) who will meet with federal immigration authorities if they were to visit ISAAC.• New Policy: Restorative Practices Policy• New Policy: Connecticut School Climate Policy | |
| 3:46 pm | ADJOURNMENT | <i>Vice Chairman Spellman</i> |



**INTERDISTRICT SCHOOL FOR ARTS AND COMMUNICATION
SPECIAL MEETING OF THE GOVERNANCE COMMITTEE**

April 16, 2024
New London, CT

MINUTES

PRESENT: M. Spellman, R. Muckle, Dr. Spera

3:30 pm WELCOME/CALL TO ORDER *Vice Chairman Spellman*

3:31 pm BOARD POLICY UPDATE *Dr. Nicholas Spera*

Dr. Spera read the policies as recommended by Shipman & Goodwin. A discussion ensued.

- Federal mandate to revert back to 2020 versions for Policies Sexual Discrimination & Sexual Harassment 5420, Non-Discrimination (STUDENTS) 5004, Sexual Discrimination & Sexual Harassment in the Workplace 4218, Non-Discrimination (PERSONNEL) 4004

MOTION: APPROVE THE CHANGES TO POLICY 5420 AND 4004 AS RECOMMENDED BY SHIPMAN AND GOODWIN.

1ST : MUCKLE; 2ND : SPELLMAN. ALL IN FAVOR. MOTION PASSES

- Shipman & Goodwin Policy Update for School Security & Safety and Visitors and Observation in the Schools, identifying one school official (Dr. Spera) who will meet with federal immigration authorities if they were to visit ISAAC.

- **MOTION: APPROVE THE CHANGES TO POLICIES 1007 AND 1010 AS RECOMMENDED BY SHIPMAN AND GOODWIN.**

1ST : MUCKLE; 2ND : SPELLMAN. ALL IN FAVOR. MOTION PASSES

- New Policy: Restorative Practices Policy

MOTION: APPROVE THE RESTORATIVE PRACTICE POLICY AS WRITTEN AND RECOMMENDED BY SHIPMAN AND GOODWIN.

1ST : MUCKLE; 2ND : SPELLMAN. ALL IN FAVOR. MOTION PASSES

- New Policy: Connecticut School Climate Policy

MOTION: APPROVE THE RESTORATIVE PRACTICE POLICY AS WRITTEN BY CSDE AND RECOMMENDED BY SHIPMAN AND GOODWIN.

1ST : MUCKLE; 2ND : SPELLMAN. ALL IN FAVOR. MOTION PASSES

3:46 pm ADJOURNMENT *Vice Chairman Spellman*



**Interdistrict School for Arts and Communication
Board of Directors School Building Committee**

March 25, 2025 at 8:30 am

New London, CT

AGENDA

- | | | |
|---------|---|--------------------------------------|
| 8:30 am | 1. WELCOME/CALL TO ORDER <ul style="list-style-type: none">• Reconnecting | <i>Chairman Richard Muckle</i> |
| 8:35 am | 2. G. Donovan & Executive Director Report <ul style="list-style-type: none">• Temporary Certificate of Occupancy Scheduled – Thursday, March 27 at 1 pm• Remaining 6 Lights with Emergency Battery Power• HVAC Thermostat Issues<ul style="list-style-type: none">○ Explore change to NEST Thermostats• Completion of Inside Brick for Completion of Flooring• Window Cut-Out and Brick Installation• Installation of Promethean Boards & Warranty• Lighted Signage on Side of Building Update | <i>Scott Donovan & Dr. Spera</i> |
| 8:45 am | 3. Grant Proposal for Upgrades <ul style="list-style-type: none">• New Roof, HVAC System, and Window Upgrades Needed• Upgrade Kitchen with Hooded Ventilation System for Cooking• Reimbursement of Existing Project and Past Mortgage Debt | <i>Dr. Spera</i> |
| 9:00 am | 4. ADJOURNMENT | <i>Chairman Richard Muckle</i> |

Business Procedure Manual

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NOTICE AND DISCLAIMER

The purpose of this manual is to provide the Business Office and the Board of Directors for the Interdistrict School for Arts and Communication (hereinafter referred to as “ISAAC”) with a guide to assist the office in ensuring that adequate controls exist in the areas of purchasing, payroll, accounting, and records. The Business Office’s primary goal is to protect the assets of ISAAC and to ensure that financial transactions are performed in accordance with generally accepted accounting practices. This manual is subject to change at any time, with or without notice, at the sole discretion of the ISAAC Board of Directors.

This manual is not intended to substitute, replace, override, or modify any existing federal and state laws, regulations and/or policies, or the express terms of a collective bargaining agreement, nor be inclusive of every law, regulation, policy, and contractual provision. Such laws, regulations, policies, and contractual provisions are subject to change, and revision and the most current version of those laws, regulations, policies, and contractual provisions shall be the official documents upon which a ruling will be based or interpretations made.

This version of the manual replaces any earlier versions of the ISAAC Business Manual. As ISAAC evolves, in order to retain necessary flexibility in the administration of policies, regulations, practices, and procedures, the need may arise to revise and/or update this manual. ISAAC therefore reserves the right to change, revise, and/or eliminate any of the policies, regulations, practices, and/or procedures described in this manual in its sole and absolute discretion. The Business Office and other relevant employees will be notified of any such changes. The only recognized deviations from the policies, regulations, practices, and procedures are those authorized and signed by the Board of Directors.

INTRODUCTION

The purpose of this manual is to provide the ISAAC Business Office with a guide to assist the office in ensuring that adequate controls exist in the areas of purchasing, payroll, accounting, and records. The Business Office's primary goal is to protect the assets of ISAAC and to ensure that financial transactions are performed in accordance with generally accepted accounting practices. This manual is subject to change at any time, with or without notice, at the sole discretion of the ISAAC Board of Directors.

The Business and Finance Office provides support in the following areas:

- Accounting
- Auditing
- Grant Management
- Fixed Assets
- Liability Insurance/Claims
- Payroll/Payroll Taxes
- State/Federal Reporting
- Employee Benefits
- Operational Compliance
- Accounts Payable
- Accounts Receivable
- Budget
- Finance Reports
- Risk Management
- Negotiations
- Purchasing
- Travel & Employee Reimbursement
- Employee Background Check

Business Office staff are generally available from 8:00 am. – 3:30 pm. Monday through Friday.

I. Overview of Fiscal Control Structure

ISAAC is committed to developing and maintaining fiscal policies and procedures that ensure sound internal controls and accountability in accordance with Generally Accepted Accounting Principles (GAAP) and Financial Accounting Standards Boards (FASB) rules and regulations.

As a nonprofit public charter school, ISAAC is entrusted with funds granted by government agencies, private foundations, and individual contributors. The integrity of financial data/records and a strict adherence to the highest standards of accounting are imperative.

The “Fiscal Control Structure” is defined by fiscal policies adopted at the Board level that are then implemented through an explicit set of procedures or practices. This combination of policies and procedures ensures efficient use of resources and helps to safeguard the entity’s assets by reducing the potential unauthorized use of assets or misstatements of account balances. On a day-to-day basis, the control structure serves to facilitate ISAAC’s ability to process, record, summarize, and report financial information, as per the requirements of internal and external monitors.

The fiscal management of ISAAC involves the following individuals and groups:

- Board of Directors
- Board Chair
- Board Treasurer
- Executive Director
- Director of Finance
- Business Office Staff

Authorized Signatories – Bank Accounts

Individuals with the following titles are approved to be authorized signers for ISAAC’s bank accounts directly:

- Board Chair
- Board Treasurer
- Executive Director
- Director of Finance

Authorized Signatories – Contracts

The Board has sole authority to approve and enter into contracts. Each December, the Board authorizes the Executive Director to sign operational contracts and amendments, excluding loans, on its behalf and based on approval as noted below. General purchasing procedures for ISAAC will be centralized under the Director of Finance, as designee for the Executive Director.

- 1) Contracts without financial obligations that are necessary, appropriate, and in the ordinary course of business, may be entered into without previous board approval.
- 2) Contracts with financial obligations that are part of the board-approved budget may be entered into agreement without additional board approval. Annually, when the fiscal budget is approved, all contracts considered at that time are also approved, (e.g. health care vendor contract, maintenance contracts, utilities, etc.).
- 3) Contracts with financial obligations outside the approved budget may only be entered into agreement without previous board budget approval if the following conditions are met:
 - a. The purchase will not cause the budget category to be exceeded by more than 10%.
Or
 - b. The purchase is necessary due to an extraordinary emergency and the Board is unavailable to provide approval (in such case, the Executive Director will have the authorization to approve).
- 4) In the event a contract with financial obligation is entered into after meeting the aforementioned conditions, the Board Chair and Board Treasurer should be notified as soon as possible.

II. Budget Planning and Cash Management

Annual Budgeting

Refer to series 3000 Policy #3160 "Board Budget Procedures and Line-Item Transfers."

Between February and April, the Executive Director and the Director of Finance will initiate the annual budgeting process for ISAAC. Draft budget materials, including current fiscal year performance and proposed staffing models, will be reviewed.

In April, the Executive Director provides the Finance Committee with a high-level review of key assumptions used in developing the budget, which may include enrollment, expected funding, planned large purchases, base salary increases, etc. The comprehensive budget package is provided to the Finance Committee and the Board of Directors in advance of their May meetings, allowing time for review and formulation of questions. At the May Board meeting, which is open to the public, the Executive Director presents the proposed budget and fields questions and comments from the Board. The Board may approve the budget at the May meeting or may request revisions to be reviewed at the June meeting. The final budget is expected to be approved by the Board in time for the start of the new fiscal year on July 1st.

Cash Flow Management

The Executive Director and the Director of Finance will monitor ISAAC's cash flow needs.

The Executive Director and Director of Finance are authorized by the Board to invest funds that are not needed immediately for the operation of ISAAC school ("idle funds"). This may include Trust accounts through ISAAC's existing bank and/or accounts through the CT Short-Term Investment Fund (STIF). The desire for investment returns will be balanced with the need for preservation of capital.

In the event the Executive Director experiences cash flow concerns, he/she will contact the Finance Committee. The Board Treasurer will contact the Board of Directors so that appropriate actions may be taken such as establishing a line of credit. If it is determined that an existing line of credit needs to be drawn upon, the Board of Directors will provide approval in writing or via email.

Debt Assumption

The Board of Directors must approve all major debt, such as lines of credits from banks and financial institutions, and major loans including mortgages, and the authorizations must be documented in the minutes of the meeting of the Board of Directors, as well as a Board resolution. A record is maintained of the assets collateralizing the debt, if any.

III. Accounting Activities and the Segregation Duties

The four major/recurring areas of financial management or accounting activity at ISAAC are:

- Cash Receipts and Revenues
- Purchase and Cash Disbursements
- Payroll
- Fixed Assets

Each of these is defined by a set of duties (or tasks) that are segregated across key individuals, to maximize efficiency while minimizing the possibility of error or fraud. Under no circumstances will a single individual complete all the tasks of a given accounting activity.

Cash Receipts and Revenues

Refer to Exhibit II for Accounts Receivable Procedures.

Cash Received via Special Events/Activities

ISAAC may hold a variety of special events or collect money for student activities during the

course of the school year that may involve the receipt of cash and checks. Examples of such events or activities are end of year celebrations, trips, class pictures, and Scholastic book fairs. Teachers and other staff or volunteers may be responsible for collecting cash and checks related to these types of activities. Each person responsible for collecting cash and checks (the “collector”) receives the cash and checks from the “contributor” and must provide a receipt to the person presenting the cash or check. Refer to Exhibit II “Money received in Business Office” for related procedures.

If cash or checks are lost due to gross negligence (failure to adhere to procedure) of a collector of staff member, the individual responsible may be held liable to the value of the lost cash and any expense related to the cancellation of the lost checks.

Processing and Recording of Cash Receipts

Cash

An Executive Assistant or designated front office staff, upon receiving cash and/or checks (other than Accounts Receivable checks), will issue a receipt to the person paying by cash/check. A receipt from a standard cash receipt book will be used.

Copies of checks received by mail are maintained by the Business Office. Upon receipt of a check, the Director of Finance or his/her designee restrictively endorses it, using a stamp that indicates school’s name and bank account number.

In some cases, payments may be received through online payment vendors such as Venmo, which are then transferred to ISAAC’s bank account. The deposit summary for such transfer will include the payment vendor’s statement of activity as supporting documentation.

Billing: Special Education Billing Methodology

To establish an appropriate methodology for special education billing, ISAAC staff will complete and document the following steps:

- Identify and quantify costs which are estimated will be incurred in *providing special education instructional hours and additional supports to special education students at ISAAC*. These costs generally include, but are not limited to, salaries and benefits for special education providers; salaries and benefits for administrative support, in proportion to the amount of time assigned and dedicated to special education administrative matters; devices and technology support provided to special education staff for items specific to their needs; specialized instructional materials and evaluation packages; and facilities costs related to physical spaces devoted for special education use.
- Services provided by paraprofessionals and third-party providers (such as therapists) to specific special education students are *excluded* from the special education rate as such standard costs are directly passed through to particular students’ sending districts, based

on the hours of services such students receive under the terms of their IEPs. In addition, the cost of Scientific Research Based Intervention support and any costs related to services under a 504 Plan are *excluded* from the calculation of special education costs because these costs are paid with Title I and other funds and are *not* special education costs.

- Once the costs of special education instructional hours and additional supports for special education students are quantified, that total amount is divided by the number of IEP hours which are estimated will be provided for all special education students at ISAAC, based on a review of existing IEPs and past trends for incoming students.
- This calculation results in an hourly special education rate for the school year. Each year, ISAAC will notify districts no later than January of the special education hourly rate for the following school year.
- To the extent practicable, ISAAC will confirm that the hourly special education rate is *reasonable* by comparing it to rates at other schools, information which may be available through sources such as the CT Charter Schools Association and the Center for Learner Equity.
- By basing the calculation only on the costs identified above, ISAAC does not include, in the special education rate, the general education costs incurred by each student, which costs are covered by amounts ISAAC receives for all students pursuant to state charter school law and other funding sources.
- ISAAC will apply the special education hourly rate to each student's hours as listed on the student's IEP, ensuring that ISAAC follows *an individualized approach* and that the billed costs reflect the actual costs of educating each student. As noted above, sending districts whose students are assigned to a one-on-one paraprofessional or receive third-party services pursuant to their IEPs will also be charged directly for the exact costs of such services.
- Actual costs and IEP hours of service will be reviewed each spring to consider whether the hourly special education rate is appropriate. If warranted by actual trends, a new rate will be established for the remainder of the school year and sending districts will receive account adjustments to ensure that they are not overbilled beyond the reasonable costs to educate special education students at ISAAC. By charging sending districts for the actual costs incurred in providing special education for the school year, ISAAC will reap *no fiscal advantage or disadvantage* for delivering such services.

Bank Deposit

The Director of Finance or his/her designee (other than staff who receive cash/checks) transports the deposit to the bank weekly. Deposits are kept in a locked safe, access to which is restricted, until they are brought to the bank. Every effort should be made to make same-day deposits if funds amount to \$500 or more in cash or checks.

The Director of Finance or his/her designee receives a validated deposit slip (from the bank), which is added to the copies of the checks and other documentation. The Director of Finance or his/her designee records the deposits in the accounting system (where the revenues are assigned to the appropriate accounts), and prints a deposit summary. The summary is compared against the deposit slip for verification and against the copies of the checks for proper posting.

Wire/Electronic Fund Transfers

Direct deposits made into ISAAC's account (such as per pupil operating revenues, government funding, or other electronic payments) should be handled as above, using either the payment voucher or a printed online record as the basis for the verification. There will be no deposit slip attached; however, a wire/electronic fund transfer confirmation should be printed and filed in the Cash Receipt file along with the voucher and a copy of the bank statement.

Acknowledgment of Charitable Contributions

Refer to Series 3000 Policy #3001 "Gifts, Grants, Bequests."

ISAAC may occasionally conduct fundraising activities. In the case of charitable contributions, ISAAC will issue an acknowledgment of receipt of the contribution to the donor. The acknowledgment should include:

- The amount of cash and a description of any other property contributed.
- A statement about whether any goods or services were made in return for the contribution.
- A description of any restriction to the contributions.

Purchases and Procurement / Cash Disbursements

Refer to Series 3000 Policy #3310 – "Purchasing."

Tax Exemption

Due to the IRS' recognition of ISAAC as a tax-exempt organization under federal, state, and local laws, ISAAC is exempt from sales tax on goods purchased for its own internal use and services. To take advantage of this exemption, the AP and Payroll Assistant should ensure that each vendor has a copy of ISAAC's tax-exempt certification and does not charge sales tax. Tax exemption does not apply to out-of-state hotel expenses, airfare, or communication-related taxes such as those on telephone bills.

IRS W-9 Forms

Some vendors must complete IRS W-9 forms and submit them to ISAAC in order to be paid. The criteria for determining which vendors must complete a W-9 form are as follows:

For new vendors:

- 1) If the vendor's invoice states that the vendor is incorporated, (Inc.) then no W-9 form is required. Exceptions are LLCs, attorneys, landlords, and CPA firms. The "incorporated" designation must be on the invoice in the header section. It cannot just be written in.
- 2) If the invoice does not show that the vendor is incorporated, or the vendor is an LCC, an attorney, a landlord, or a CPA firm, then a W-9 must be completed by the vendor, and a copy sent with the invoice to the Director of Finance or designee prior to payments.
- 3) If it is not clear that the vendor is incorporated, have the vendor complete the W-9 form. In order to determine prior to submission of invoices which vendors are new, the AP and Payroll Assistant will look up the vendor's record in the accounting system. If the vendor is not in the accounting system (i.e. is a "new" vendor), then use the criteria above.

For established vendors:

The AP and Payroll Assistant will periodically audit the vendor files to ensure information is current and to determine if there are any vendors which should submit W-9 forms.

Procurement Process

Refer to Series 3000 Policy #3310 – "Purchasing."

See Exhibit III for Cash Disbursements Process. See Exhibit IV for Purchasing Policy matrix.

Purchase Authorization

A purchase may be requested by email or through an online purchase request form. The Executive Director or the Director of Finance approve purchase requests.

The Director of Finance will review all purchase requests, confirming that each purchase has been appropriately authorized and verifying that the funds are available in the budget.

Purchase Orders

A purchase order may need to be completed for some purchases, especially for technology or for large expenditures. The AP and Payroll Assistant will generate the purchase order for an approved purchase request (assigning the next available purchase order number).

The AP and Payroll Assistant places the order with the appropriate vendor by faxing, mailing, or emailing the purchase order. He/she retains a copy of the purchase order attached to the purchase request (if applicable) in the "Open Purchase Orders" file, as supporting documentation for the payment voucher.

The Director of Finance will periodically conduct a review of open purchase orders and will follow up on any purchase orders that are open for an extended period without valid reason.

Receipt of Goods and Merchandise

The receipt of goods by mail, shipment or other carriers is signed for and received by the Business Office. Upon receiving a delivery, the Business Office

- a) verifies that each item on the packing slip has been received,
- b) compares the goods received against the open purchase order, and
- c) date stamps the packing slip(s) and any attendant invoices.

The packing slip(s) and invoice(s) are delivered to the AP and Payroll Assistant. If an order is only partially completed, the AP and Payroll Assistant will return the still open purchase order to the "Open Purchase Order" file and await additional deliveries.

As soon as a purchase order is complete/has been fulfilled, the AP and Payroll Assistant will file documentation to the vendor's file.

The goods received will be distributed to the intended recipient or placed in storage. Goods received that were not ordered will be promptly returned to the vendor, with a packing slip detailing the contents being returned for credit. A copy of the return information will be filed in the Accounts Payable file for reconciliation against future credit statements.

Processing Invoices

The Executive Assistant, who is responsible for receiving the school mail and shipments, will promptly deliver all invoices (and any remittance envelopes) to the AP and Payroll Assistant for processing.

The AP and Payroll Assistant will receive the invoices and match them with the purchase order and items received. Each invoice will be dated, then coded with GL code and description, and signed or initialed.

Payments of Invoices

The AP and Payroll Assistant will review and enter the information from the invoices into the accounting system. Invoices are paid via online bill payment or checks.

Two signatures are always required. Authorized signatories are Board Treasurer, Board Chair, Executive Director, and Director of Finance. At least one signature must be that of a Board member. A printed check is presented to the Executive Director or another authorized signer for signature.

Upon completion of the check payment process, the Board Treasurer, Board Chair and Director of Finance will receive a check register from the AP and Payroll Assistant for all online payment checks and printed checks. The register must be approved or signed by either or both the Board Treasurer and Board Chair.

Any misprinted checks are voided in the accounting system, marked “void” and are filed in a “void checks” folder.

Payments should be processed only on the basis of an official vendor invoice. Payments will not be made “against statements” or other summary “amounts due.”

Emergency Checks

Occasionally, an invoice may need to be paid before a check request is prepared. In such situations, the Director of Finance should communicate the urgency of the time requirements to the Executive Director and Board Treasurer. Any invoices paid in this manner must still go through the required procedures (e.g. documentation provided after the check is cut, etc.)

Use of ISAAC Credit/Debit Cards

Credit/Debit cards will only be used for business purposes and limited to circumstances where a purchase order is not possible or if time and necessity require. Credit/debit cards are maintained by the Business Office and held in a locked cabinet.

Authorized signer will use the log to sign out the credit/debit card for approved purchases and are required to return the card within 24 hours. Receipts must be provided upon return of the card.

The cardholder will be held personally liable for an expense for which he/she is unable to furnish a detailed receipt or support documentation.

Credit/Debit cards: Monthly Payments of Invoices, Coding, and Review

The Director of Finance or his/her designee will have access to the credit/debit card accounts via the Internet, and be able to download copies of the monthly statements.

Monthly, the Director of Finance or his/her designee will review ISAAC’S bank statement to ensure that there is a receipt for each charge. The Director of Finance and the Board Treasurer will each review the reconciled accounts and approve or sign after review.

Travel and Employee Business Expenses

School employees may occasionally incur expenses on the behalf of ISAAC. Reimbursable expenses should be approved in advance by the Executive Director unless incidental and related to approved budget expenditures.

ISAAC will reimburse employees for approved out-of-town travel for professional purposes. Prior written approval is required for all travel and employee business expenses, and should be received prior to overnight travel, air or train travel, and for participation in seminars or other business events.

Employees will be reimbursed up to the federal per diem rates for lodging. In addition to lodging, allowable travel reimbursements are subject to federal per diem rates for meals & incidentals (MEI) rates. ISAAC does not reimburse employees for alcoholic beverages. These allowances provide guidance for overall travel expenses. Receipts must be submitted in order to receive reimbursement for any expenses. Reimbursement for travel in one's own automobile will be at the current IRS mileage rates.

Note that the IRS mileage rate includes the cost of gasoline, but does not include tolls or parking, which will be reimbursed separately. Air travel should be coach only at reasonable rates.

Please note that ISAAC is exempt from state and federal tax, and therefore the employee should strive to have vendors recognize ISAAC's tax-exempt status whenever possible. Employees can obtain a copy of the Tax-Exempt Certificate from the Business Office.

To receive reimbursement, the employee should submit an Employee Expense Report, which should be completed and submitted no later than 10 days after the close of the month when the expenditure occurred. Expenses older than 30 days will not be reimbursed except under extraordinary circumstances and with the approval of the Executive Director or Director of Finance. ISAAC will not reimburse any expenses incurred in a prior fiscal year. ISAAC's fiscal year is from July 1-June 30.

Expense reports are reviewed and approved by the Director of Finance, processed by the AP and Payroll Assistant, and reimbursed through regular payroll or through a check. The Board Chair must approve expense reports submitted by the Executive Director or Board Treasurer. The Executive Director must approve expenses submitted by the Director of Finance.

Receipts

Receipts substantiating reimbursable expenses are required for reimbursement. Receipts should be annotated to indicate the nature of the expense using the expense submission report.

Petty Cash

ISAAC may maintain a Petty Cash Fund of no more than \$200.

If established, the Petty Cash Fund is maintained by the Business Office, and is reconciled by the Director of Finance or his/her designee monthly. The Director of Finance reviews the reconciliation. The petty cash fund will start with a designated balance by cashing a check from ISAAC's checking account. Such check will be signed by the Board Treasurer and Director of Finance or Executive Director.

Petty cash can only be used to reimburse individual expenditures of \$25 or less and only in cases where presenting a company check is inaccessible due to timing or other logistics. As

petty cash is needed, the employee requiring petty cash fills out the Petty Cash Reimbursement Request Form, attaches receipts for purchases, and obtains the approval of his/her direct supervisor. The employee then presents the approved petty cash reimbursement form to Director of Finance for approval and cash reimbursement.

When the petty cash fund is running below \$50, the Director of Finance or his/her designee will add up the receipts in the petty cash box and will request a check payable to ISAAC, as custodian, to replenish the fund back to the total designated amount. Under no circumstances is the check to be made out to "Cash" or "Petty Cash." The Director of Finance will review the replenishment check along with all the related receipts. The check to replenish petty cash plus the monies left in the fund should equal the designated Petty Cash fund amount.

The Director of Finance or his/her designee will perform a monthly reconciliation of the petty cash account using the Petty Cash Form. Once the reconciliation of the petty cash account is complete, it will be reviewed and signed by the Director of Finance.

The Director of Finance will verify the monthly reconciliation of the petty cash account, verifying that the Director of Finance or his/her designee has entered the receipts into the accounting system and coded them to the appropriate expense accounts. The verification of the monthly reconciliation must be reviewed and approved by the Board Treasurer prior to the replenishment of petty cash.

Payroll

Establishing a Personnel File for Each Employee

Refer to series 4000 Policy #4211 "Hiring Non-Certified Staff" and #4111 "Hiring of Certified Staff."

The Director of Human Resources or his/her designee is responsible for establishing a complete personnel file for each school employee. Every personnel file, which contains the personal information and performance outcomes of an employee throughout his/her tenure with ISAAC, is kept both secure and confidential.

- Employee's Resume
- Teaching Certificate (if applicable)
- Employment Application
- Employee Add/Change Form (if applicable)
- Offer Letter/Employment Agreement
- Employment Eligibility Form I-9
- Federal Withholding Form W-4
- State Withholding Form W-4
- Direct Deposit Form
- Benefits Enrollment/Waiver Form (if applicable)
- CT Teacher's Retirement Board (TRB) SSA-1945 (if applicable)

- Certification Documentation (if applicable)
- Laptop Use Agreement (if applicable)
- Background Checks (held in separate folder)

Preparing Payroll

The HR Assistant or AP and Payroll Assistant will establish the employee profile in the HRIS/payroll system. The AP and Payroll Assistant prepares payroll. The Director of Finance reviews and approves payroll for processing. Upon the Director of Finance completion of review and approval, the AP and Payroll Assistant will move forward with processing payroll through the payroll system. The Director of Finance will audit the final results of the processed payroll.

Changes to Employee's Payroll Information

Employees have the ability to make the following changes in the automatic cloud based HRIS/payroll system on their employee profile:

- Tax exemptions
- Address changes
- Direct deposit

Time Sheets

An hourly employee's time is captured on the online HRIS/payroll System. Employees punch in and out via computer or cell phone. Hourly employees' time is approved by the relevant supervisor prior to payment.

Calculating Pay

Based on the status of an employee, pay is calculated as follows:

- Teachers – per contract (see contract)
- 10- or 11-month employees – pay calculated biweekly from the first pay of their agreement to the last pay period in June (of fiscal year.)
- 12-month employees – biweekly (26 weeks)

ISAAC follows compensation requirements under FLSA and other DOL regulations. Overtime must be pre-approved and will be paid in accordance with FLSA guidelines, generally at a rate of "time and a half" of regular hourly wages. Paid sick leave is provided to employees as directed by CT-DOL, and may be paid out in one-hour increments.

Processing Payroll and Recording in Finance System

Payroll is processed biweekly. The AP and Payroll Assistant prepares the payroll. Director of Finance audits payroll and approves payroll to be processed.

Upon completion of processed payroll, both AP and Payroll Assistant and Director of Finance review all payroll reports. The Director of Finance will import the payroll file to the accounting system. The AP and Payroll Assistant will complete the journal entry after the GL import.

Distribution of Pay Checks

All payroll checks or vouchers are distributed via direct deposit. Under special circumstances, printed checks will be disbursed from the Business Office.

Role of the Payroll Department

The payroll staff or external payroll processor completes the following:

- Calculation and electronic/manual deposit of all garnishments, contributions and federal/state taxes
- Preparation of all quarterly payroll tax returns
- Preparation of the annual Form W-3, and supporting W-2 statements.

Closing the Books and Financial Reporting

Bank Account Review and Reconciliation

On a monthly basis, each bank account and credit card account will be reviewed and reconciled. Bank reconciliations are performed by the Director of Finance or his/her designee, who will download copies of bank statements for all accounts electronically. Once the reconciliation is complete, the Director of Finance or his/her designee will create a reconciliation report generated by the accounting system. The Director of Finance and the Board Treasurer will each review and approve or sign bank reconciliations on a monthly basis. If the Director of Finance completes the bank reconciliations, subsequent review and approval must be conducted by the Board Treasurer and/or another designated person with accounting experience.

Monthly Accounting Close

ISAAC will complete its monthly accounting close by the 15th of the month, for the previous month. On this date, all bank reconciliations are completed, and appropriate month-end General Ledger adjustments are recorded.

The following reports will be generated on a monthly basis to be reviewed at the Finance Committee meeting:

- Year-to-Date Profit and Loss by budget category,
- Summary Balance Sheet (provided quarterly), and
- Any requested additional reports.

See series 3000 Policy #3160 “Business Budget Procedure and Line-Item Transfers” for reports provided to the Board of Directors.

IV. General Policies

Fixed Assets

Fixed Assets are the non-liquid assets that are required for ISAAC’s day-to-day operations. They include facilities, equipment, computer software, furniture and fixtures, and real property. As a general guideline, a fixed asset is a non-consumable item whose unit purchase price is equal to or greater than \$2,500 (\$5,000 for construction expense). Each asset will fall into one of the following broad categories:

- Land
- Buildings and facilities
- Machinery and equipment
- Furniture, fixtures, and office equipment
- Leasehold improvements
- Construction in progress
- Automobiles and transportation equipment
- Equipment leased under terms that meet criteria for capital leases

Asset Inventory

All assets are identified, tagged (when appropriate), and entered into the detailed fixed asset ledger. The ledger should contain the following data:

- Name and description
- Serial number, model number, or other identification
- Vendor name, acquisition date, and cost
- Funding source and identifying code (CFDA, FAIN, or other)
- Location and condition of equipment
- Ultimate disposition data, including date of disposal

Every two years, ISAAC will perform a physical inventory of all its capitalized assets, and the books and records are reconciled to the results of the physical inventory. The Executive Director in conjunction with the Director of Finance resolves discrepancies. The Executive Director or the Director of Finance will review adjustments with the Finance Committee.

Equipment and supplies acquired with federal funds will be used, managed, and disposed of in accordance with applicable state and federal requirements, particularly as outlined in 2 CFR 200.313. ISAAC will safeguard assets to prevent loss, damage or theft and will report these occurrences to the relevant awarding agency as directed by statute.

Asset Depreciation

The depreciation schedule for each asset is based on the expected useful life of the asset. Depreciable assets are carried at the original net acquisition cost. Non-depreciable assets (e.g., land) are carried at the original net cost. The Director of Finance is responsible for determining the method of depreciation to be used for each category of capital assets, in accordance with IRS and GAAP guidelines.

Accelerated methods may be used in situations where an asset's physical usefulness or value declines quickly in the earlier years. Fully depreciated assets will remain on ISAAC's records with the related accumulated depreciation as long as the asset/property is still in use.

Disposal of Fixed Assets

Obsolete or surplus equipment or materials may be disposed of in accordance with federal and state regulations and Board policy. Disposal of equipment purchased under a federal award may require ISAAC to request disposal instructions from the federal awarding agency, depending on FMV, salvage value and other considerations, as outlined in 2 CFR 200.313.

Refer to Series 3000 Policy #3214 "Disposal of Obsolete or Surplus Equipment and Materials."

Tracking Restricted Funding

The bulk of the funding that ISAAC receives is the State-provided Per-Pupil allocation grant. The school also receives other restricted funds (e.g., title funds and federal, state and private grants.)

ISAAC's accounting system allows the Director of Finance or his/her designee to allocate restricted funds to allowable expenses. Using the approved budget submitted to the granting agency as the basis for attributing expenses to revenues, the Director of Finance or his/her designee, will be responsible for tracking and reporting the use of restricted revenues, as grant guidelines may require.

Most government grant contracts operate on a cost reimbursement basis. In this method, ISAAC must have incurred the expenses before it can request reimbursement from the funding source. In preparing the report submitted to the funding source, the Director of Finance or his/her designee is responsible for the reconciliation of the books and records for the particular grant and ensures that only incurred costs are included in the grant claims submitted to the funding source.

Occasionally, certain federal or state grants or contracts may be funded partially or fully in advance. ISAAC will adhere to federal and state guidelines in managing and monitoring these funds, including any requirements related to the earning of interest. Disbursement of advance funds will be subject to ISAAC's usual requirements relating to uses of grant and contract funds.

Certain funders, even if not including a federal pass-through, may require ISAAC to follow federal costing principles, particularly as outlined in 2 CFR 200.313. To ensure compliance with the funder's requirements, the Director of Finance, in conjunction with the Executive Director, is responsible for reviewing each grant/contract prior to final acceptance by ISAAC, and will ensure ultimate compliance.

Expenditures will be charged to federal and other grants and contracts only when the cost is:

- Reasonable, necessary and allocable to the program;
- Adequately documented;
- In compliance with applicable laws, regulations, and grant or award terms; and
- Consistent with Board policies and administrative regulations which apply to both federally funded and non-federally funded activities.

Non-Cash Gift Acceptance

Refer to Series 3000 Policy #3001 "Gifts, Grants and Requests."

Write-off of Receivables

Three months before the end of the fiscal year, the Director of Finance will review all receivables older than 90 days for potential collectability issues. Old receivables less than \$5,000 can be written off with approval of the Executive Director. Written off receivables will be reviewed with the Finance Committee.

Annual Audit

ISAAC will undergo an annual independent audit. The audit will be carried out shortly following the close of ISAAC's fiscal year-end and will be managed by the Director of Finance and the Executive Director. The Board Chair and Treasurer will also engage with the audit firm as needed.

Use of School Facilities or Property for Personal or Non-School Business

Refer to series 1000 Policy #1004 "School Facilities."

Record Retention

ISAAC's financial records will be maintained for the periods sufficient to satisfy IRS regulations, federal grant requirements, State of Connecticut Library records retention policies, OMB A 133 audit requirements, if applicable, and other legal requirements. Record retention requirements will be reviewed annually with legal counsel and independent auditors to determine any necessary changes.

See Exhibit V for specific record retention periods.

EXHIBIT I: BUSINESS OFFICE: MONTHLY, QUARTERLY, AND ANNUAL RESPONSIBILITIES

<u>JULY</u> ☐ NEW PAY RATES GO INTO EFFECT 1ST JULY PAYROLL (11-MONTH AND FULL YEAR STAFF) ☐ NEW HEALTH AND DENTAL INSURANCE CONTRIBUTIONS INTO ADP ☐ TEACHER SUPPLY ORDERS ☐ QUARTERLY PAYROLL REPORTS (ADP)	<u>AUGUST</u> ☐ NEW TEACHER CONTRACT RATES INTO ADP ☐ ENTER MONTHLY RATES FOR HEALTH/DENTAL CONTRIBUTIONS FOR NEW STAFF ☐ FINALIZE GRANT REPORTS IN eGMS (formerly ED141). ☐ EFS PREPARATION AND REVIEW	<u>SEPTEMBER</u> ☐ EFS DUE SEPT. 1ST – NO EXTENSION. SUBJECT TO MONETARY FINE ☐ ENTER ALL CERTIFIED STAFF INFO INTO EDS SYSTEM (HR) ☐ ENTER UNION DEDUCTIBLE FOR CEA MEMBERS ☐ BEGIN ANNUAL AUDIT
<u>OCTOBER</u> ☐ ENTER NON-CERT.STAFF INTO ED162 AT SDE REPORTING SITE ☐ HSA PAYMENT (1ST HALF) ☐ FOOD SERVICE FINANCIAL REPORT ☐ SPECED BILLING ☐ QUARTERLY PAYROLL REPORTS (ADP)	<u>NOVEMBER</u> ☐ REPORT ON TITLE GRANTS ☐ PROPOSED REVISED BUDGET FOR BOARD APPROVAL ☐ EFS RE-OPENED FOR REVIEW/CORRECTION ☐ FINALIZE ANNUAL AUDIT	<u>DECEMBER</u> ☐ INSURANCE WAIVER (1ST HALF) ☐ ANNUAL AUDIT & 990 REVIEWED WITH BOARD
<u>JANUARY</u> ☐ DISTRIBUTE W-2'S ☐ PROCESS & MAIL 1099'S ☐ SPECED BILLING ☐ ANNUAL AUDIT FILED WITH STATE (DUE 1/31) ☐ QUARTERLY PAYROLL REPORTS (ADP)	<u>FEBRUARY</u> ☐ SUBMIT 1096 ☐ POST ON WEBSITE THAT ACA 1095-C FORMS ARE AVAILABLE ON REQUEST	<u>MARCH</u> ☐ SUBMIT 990 ☐ PREPARE & DISTRIBUTE ACA 1095-C FORMS ☐ ENGAGE AUDITOR FOR CURRENT FISCAL YEAR ☐ BEGIN TO PREPARE DRAFT BUDGET ☐ TEACHER RENEWAL CONTRACTS PER CEA
<u>APRIL</u> ☐ INSURANCE WAIVER (2ND HALF) ☐ HSA PAYMENT (2ND HALF) ☐ SPECED BILLING ☐ QUARTERLY PAYROLL REPORTS (ADP)	<u>MAY</u> ☐ NEXT YEAR'S HEALTH/DENTAL RENEWALS ☐ BUDGET PRESENTATION TO FINANCE COMMITTEE AND BOARD OF DIRECTORS ☐ BALLOON VS. ACCRUAL PAY (NOTIFY/SEND MEMO TO TEACHERS)	<u>JUNE</u> ☐ STAFF CONTRACTS FOR NEW YEAR ☐ OPEN ENROLLMENT FOR HEALTH/DENTAL INSURANCE ☐ PAYROLL DEDUCTIONS FOR TRB WILL END W/ THE 2ND JUNE CHECK ☐ SPECED BILLING ☐ FINAL BUDGET APPROVED BY BOARD

EXHIBIT II: ACCOUNTS RECEIVABLE PROCEDURES

Checks and cash received by ISAAC for student dues, fees, trips, donations, etc. will be handled as follows:

Money received in the Main Office

The Executive Assistant will: Receive the check(s), money order(s), and/or cash

(If change is needed, the receptionist will call the Business Office to assist with making change if possible).

- Total the amount received
- Write out a receipt using a 3-part carbonless money receipt book
- Fill out the receipt for: the total amount received, name of the giver, date money is received, what the money is being received for, form the money was received in, (e.g. cash, check and/or money order) and sign the receipt
- Make sure the amount written on the receipt **matches** the amount being received and placed in the envelope
- Give the top or 1st copy of the receipt to the person giving the money
- Place the middle or 2nd copy of the receipt with the money received and place in locked cash safe.
- Cash receipts must be submitted to the Business Office daily
- For checks or money orders, place the envelope in the designated drop box to be retrieved by the Director of Finance or his/her designee at a designated time.

The Director of Finance or his/her designee will:

- Meet with the Executive Assistant at an agreed time
- Open the drop box and retrieve funds and receipts
- Process the funds for a bank deposit

Money received in the Business Office

Money received directly in the Business Office, (e.g. donations, fundraiser collections, etc.) must be counted at the time it is received.

Funds are to be counted by a Business Office staff member in front of the person giving the funds to the office. A “cash transmittal” form may be used in lieu of individual receipts. The “cash transmittal” form should be signed and dated by the person giving the funds. The Director of Finance or his/her designee will receive all funds brought directly to the Business Office. In the absence of the Director of Finance or his/her designee, the AP and Payroll Assistant will be responsible to collect the funds as stated.

MONEY SHOULD ALWAYS BE SECURED IN A LOCKED LOCATION AND IS NEVER TO BE LEFT ON A STAFF MEMBER’S DESK AT ANY TIME!

EXHIBIT III: SUMMARY OF PURCHASING PROCEDURES

Process/Activity	Who	Explanation
Complete purchase request	Staff Member	Staff Member creates a purchase request using the online request form or via email. Purchase request should include supporting documentation and is emailed to the Executive Director or Director of Finance.
Purchase request review and approval	Executive Director or Director of Finance	Executive Director or Director of Finance reviews and approves purchase request based on approved budget. Purchase request is sent to AP and Payroll Assistant for processing.
Ordering of approved purchases	AP and Payroll Assistant	AP and Payroll Assistant sends the purchase order to vendor for ordering of items requested or directly places order.
Receipt of purchase	AP and Payroll Assistant	AP and Payroll Assistant compares content with packing slip/receiving ticket and PO. Signs packing slip and files documents in "open file."
Receipt and review of vendor invoice	AP and Payroll Assistant	AP and Payroll Assistant receives and matches vendor invoice with "open file" for quantity, cost, freight, etc. Invoice is coded and entered into accounting system. Director of Finance reviews and Approves invoices for payment. Original documents are filed in "vendor file".
Check run	AP and Payroll Assistant Director of Finance	AP and Payroll Assistant prepares check register for invoices to be paid. Director of Finance reviews and approves check register for payment.
Check register All transactions are entered in accounting system	Director of Finance Or Executive Director	Executive Director or Director of Finance receives check register and printed checks, signs all checks and register. AP and Payroll Assistant mails checks and files all documents in vendor file. AP and Payroll Assistant emails final check register to Board Treasurer and Board Chair for oversight approval, with copy to Director of Finance.

EXHIBIT IV: PURCHASING MATRIX

Refer to Series 3000 Policy #3310 – “Purchasing” for complete details.

SIZE OF PURCHASE	DOLLAR RANGE	REQUIREMENTS	DOCUMENTATION
MICRO-PURCHASES	Under \$10,000	“Reasonable price” based on review or industry knowledge. Documented quotes not required. To the extent practicable, micro-purchases should be distributed equitably among qualified suppliers.	It is a good practice to note in the requisition what resources were reviewed to establish reasonable pricing (for instance, based on review of online pricing at other vendors).
SMALL PURCHASES	\$10,000 or higher, but less than \$25,000 (ISAAC limit per Board policy.)	Documented price or rate quote from adequate number of sources, generally three. Competitively bid contract, cooperative or consortium pricing may be used.	Requisition should reference other vendors considered or clearly identify which contract/coop/ consortium is used. Copies of quotes not chosen may be requested by Business Office.
LARGE PURCHASES	\$25,000 or higher (ISAAC limit per Board policy.) Over \$50,000 must comply with Connecticut Nondiscrimination agreements. Over \$250,000 must be separately reviewed for compliance with Federal funding regulations	Three options for purchase: (a) Sealed Bid – lowest price takes priority. (b) Competitive proposal (RFP/RFQ) – most advantageous source based on documented evaluation criteria. Competitively bid contract, cooperative or consortium pricing may be used if matching needed materials or services. (c) Sole source – item/service is only available from one source, or funding agency gives approval upon written request, or under exigent circumstances. * Approval from funding agency is REQUIRED for purchases \$250,000 and higher.	Business Office to retain copies of bid documents, summary of submissions, evaluation reviews and final award decisions. Sole source documentation is expected to be thorough and objective. Requisition should include adequate documentation to describe decision-making and final award. ISAAC policy allows Board of Directors to waive bid requirements with adequate support. Waivers will be reported in meeting minutes.

As noted in Policy #3310:

“purchases involving federal funds shall comply with C.F.R. Sections 200.318-200.326.”

EXHIBIT V: RECORD RETENTION SCHEDULE

Type of Document	Minimum Best Practice Requirement
Accounts receivable and payable ledgers and schedules	7 years
Affirmative Action Plan (EO 11246, Vietnam Era Veterans Readjustment Act and the Rehabilitation Act of 1973)	Updated annually, then 1 year after expiration of plan
Articles of incorporation, charter, bylaws, minutes, and other incorporation records	Permanently
Audit records, financial statements (year-end): general/private ledgers, trial balance, journals	Permanently
Bank reconciliation	3 years
Bank statements, deposit records, electronic fund transfer documents, and cancelled checks	3 years
Chart of accounts	Permanently
Checks (for important payments and purchases	Permanently
Contracts, mortgages, notes, and leases (expired)	7 years
Contracts (still in effect)	Permanently
Correspondence (general)	3 years
Correspondence (legal and important matters)	Permanently
Correspondence (with customers and vendors)	2 years
Deeds, mortgages, and bills of sale	Permanently
Depreciation schedules	Permanently
Donations	7 years
EEOC Reports	Permanently
Employee demographic info and compensation records (Davis-Bacon Act, Service Contract Act and Walsh-Healy Public Contracts Act)	3 years
Employment applications (depending on the # of employees, employers must retain applications and other personnel records relating to hires, rehires, tests, promotions, transfers, demotions, selection for training, layoff, recall,	3 years from making the record or taking the personnel action
Termination, or discharge) (Civil Rights Act of 1964, Title VII, ADA, ADEA)	

Type of Document	Minimum Best Practice Requirement
Expense analyses/expense distribution schedules	7 years
Garnishments	7 years
Grants (unfunded)	1 year
Grants (funded)	7 years after closure
I-9's	3 years after date of hire or 1 year after termination
Insurance policies (expired)	3 years
Insurance records, current accident reports, claims, policies, etc.	Permanently
Internal audit reports	3 years
Invoices (to customers, from vendors)	7 years
Inventory records	7 years
Loan documents and notes	Permanently
OSHA logs (records related to medical exams – 30 years after termination)	5 years
Patents and related papers	Permanently
Payroll records and summaries including records related to employee's leave (Equal Pay Act, FLSA)	7 years
Personnel files (terminated employees) (Title VII, ADA, ADEA)	7 years after termination
Polygraph test results and records (Employee Polygraph Protection Act)	3 years
Purchase orders	7 years
Retirement and pension records including Summary Plan Descriptions (ERISA)	Permanently
Tax returns and worksheets	Permanently
Timesheets	7 years
Trademark registrations and copyrights	Permanently
Withholding tax statements (FICA, FUTA, Federal income)	7 years
Workers' compensation documentation	10 years after 1st closure

Interdistrict School for Arts and Communication
Summary Balance Sheet
As of March 31, 2025

	Mar 31, 25	Mar 31, 24
ASSETS		
Current Assets		
Checking/Savings	2,212,969.35	2,058,014.56
Accounts Receivable	650,486.99	246,854.10
Total Current Assets	2,863,456.34	2,304,868.66
Fixed Assets	8,420,380.64	7,927,477.32
TOTAL ASSETS	11,283,836.98	10,232,345.98
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable	7,630.68	0.00
Other Current Liabilities	454,452.00	521,231.60
Total Current Liabilities	462,082.68	521,231.60
Long Term Liabilities	2,690,410.34	1,906,175.06
Total Liabilities	3,152,493.02	2,427,406.66
Equity	8,131,343.96	7,804,939.32
TOTAL LIABILITIES & EQUITY	11,283,836.98	10,232,345.98

INTERDISTRICT SCHOOL FOR ARTS AND COMMUNICATION

as of Apr 14, 2025

Statement of Activities (Profit & Loss)

March 31, 2025

	Current Yr		Prior Yr		%	*includes 4th Gr * approved Nov 2024 REVISED BUDGET	%
	Mar 25		Mar 24		% Change	24-25 Full Year	% of Budget
TOTAL REVENUES	6,090,168		4,846,673		25.7%	7,000,204	87.0%
SALARIES	2,867,775		2,532,553		13.2%	4,240,407	67.6%
FRINGE BENEFITS	439,092	15.3%	417,943	16.5%	5.1%	671,916	65.3%
TOTAL SALARIES + FRINGE BENEFITS	3,306,866		2,950,496		12.1%	4,912,323	67.3%
<i>Employee Costs as % of Revenue</i>	<i>54.3%</i>		<i>60.9%</i>			<i>70.2%</i>	
PROFESSIONAL SERVICES	125,018		70,820		76.5%	147,402	84.8%
FACILITIES COSTS	138,097		152,908		-9.7%	223,209	61.9%
GENERAL OPERATING COSTS	118,420		74,494		59.0%	151,760	78.0%
SUPPLIES (incl Food Services)	247,071		243,786		1.3%	420,293	58.8%
TECHNOLOGY & CAPITAL EXPENSES	873,999		327,335		167.0%	1,022,456	85.5%
OTHER EXPENSES (incl Student Activities)	22,021		19,236		14.5%	29,362	75.0%
UNANTICIPATED EXPENSE / CONTINGENCY	-		-		0.0%	50,000	0.0%
DEBT SERVICE (PRINCIPAL & INTEREST)	145,598		113,717		28.0%	200,166	72.7%
TOTAL EXPENDITURES	4,977,091		3,952,792		25.9%	7,156,971	69.5%
NET ORDINARY INCOME (before Carryforward)	1,113,077		893,882				
OTHER INCOME: PRIOR YEAR CARRY-FORWARD	156,767		65,420			156,767	100.0%
OTHER: CAPITAL TRANSFER-IN / (OUT) to Gen Fund	-		-			-	0.0%
NET SURPLUS/(DEFICIT) excl Depr/Cap Assets	1,269,844		959,302			-	



**MODEL POLICY CLIENTS
SUMMARY OF CHANGES TO MODEL POLICIES
MARCH 2025**

Introduction

This Memorandum summarizes revisions we have made to our model policy series in March 2025. These changes include necessary revisions based on statutory and/or regulatory changes, citation updates, and best practices.

For access to these policies, regulations, and accompanying documents, please visit our client portal and use the login and password with which you have been provided. If you need any assistance with your login and/or password, please contact Lilli Williams, lrwilliams@goodwin.com. If you have any questions about the policy revisions, feel free to contact Dori Pagé Antonetti, dantonetti@goodwin.com, Sarah E. Gleason, segleason@goodwin.com, or Jessica Richman Smith, jsmith@goodwin.com.

Series 1000: Community/Board Operation

School Security and Safety (6v5)

On March 3, 2025, Governor Lamont signed into law Public Act 25-1, which, among other things, addresses immigration enforcement activity at schools and establishes new responsibilities for superintendents and boards of education regarding the development of procedures for interacting with federal immigration authorities. The new law directs public school superintendents to designate, *on or before April 1, 2025*, at least one administrator at each school to be responsible for interacting with federal immigration authorities who appear in person at the school or contact the school to request information. The new law also directs boards of education to update, *for the 2024-2025 school year*, their school security and safety plans (which must, under existing law, be developed for each school and be based on standards established by the Department of Emergency Services and Public Protection) with protocols for interacting with such federal immigration authorities. We have revised our model School Security and Safety Plan to reflect the new requirements.

Visitors and Observations in the Schools (7v6)

As noted above, Governor Lamont recently signed into law Public Act 25-1, which, among other things, addresses immigration enforcement activity at schools. We have revised our model policy to clarify that, in the event that a federal immigration authority appears in person at a school under the board of education's jurisdiction or otherwise contacts a school to request information, the immigration authority shall be directed to communicate with the administrator designated for

such interactions, who will follow the protocols outlined in the school's Security and Safety Plan.

Series 5000: Students

Connecticut School Climate Policy (NEW) (Policy Is State-Mandated and NOT Maintained by Shipman, but Shipman Developed Model Regulations to Accompany the Policy)

In 2023, the General Assembly passed legislation, now codified at Connecticut General Statutes Section 10-222aa *et seq.*, making significant changes to the statutory provisions related to bullying. The new law also directed the Connecticut Association of Boards of Education ("CABE") to develop, update, and approve a Connecticut School Climate Policy, which in turn was to be adopted by the Social and Emotional Learning and School Climate Advisory Collaborative (the "Collaborative"). The law further required boards of education to adopt and implement the Connecticut School Climate Policy by July 1, 2025.

As such, boards of education must adopt the [Connecticut School Climate Policy](#) by July 1, 2025 for implementation during the 2025-2026 school year and each year thereafter. Although the Connecticut School Climate Policy was not developed by Shipman, we include it here for reference given that it is a mandated policy.

The Connecticut School Climate Policy addresses some, but not all, elements of the statutes concerning challenging behavior, bullying, and school climate. For example, the Connecticut School Climate Policy does not address all of the operational requirements related to implementation of these statutes. To assist the administration in complying with these requirements, we have developed model Administrative Regulations Regarding Connecticut School Climate Policy. ***It is important to note that these regulations are not required by statute.***

Our Administrative Regulations Regarding Connecticut School Climate Policy refer to the Challenging Behavior Reporting Form, Investigation Form, and Response Process(es) Notification Form that were developed by CABE, approved by the Collaborative, and accompany the Connecticut School Climate Policy. While school districts must have and publicize a complaint form for purposes of reporting alleged challenging behavior and/or alleged bullying incidents, these particular forms are not required and may be adapted and/or customized. However, please note that we have not developed alternatives to these forms, and our model Administrative Regulations Regarding Connecticut School Climate Policy assume that school districts are using them. If your district is not using one or more of these forms, and if you wish to use our Administrative Regulations Regarding Connecticut School Climate Policy, please contact us to discuss modifications to these regulations.

It is also important to note that, pursuant to the new law, a newly appointed School Climate Specialist, in coordination with a newly appointed School Climate Coordinator, must develop a School Climate Improvement Plan in accordance with statutory requirements. Each plan must be building-specific, align with the Connecticut school climate standards developed by the Collaborative, and include protocols and supports to enhance classroom safety and address

challenging behavior. The Collaborative has developed and made available a School Climate Improvement Plan template and rubric to assist schools in developing their plans, which can be found (along with other resources) at the following [link](#). ***Please note that we have not developed a model School Climate Improvement Plan given that each school will need to create one that is tailored to that particular school (as described above).***

Bullying Prevention and Intervention Policy and Safe School Climate Plan (DISCONTINUED)

As noted above, boards of education must adopt the Connecticut School Climate Policy by July 1, 2025. When adopting this policy, boards of education are advised to repeal their existing Bullying Prevention and Intervention policy, which will effectively be replaced by the Connecticut School Climate Policy.

In addition, and as explained above, each School Climate Specialist must develop, and the School Climate Coordinator must approve, a building-specific School Climate Improvement Plan that meets new statutory requirements and dovetails with the Connecticut School Climate Policy. These School Climate Improvement Plans will, in effect, replace current Safe School Climate Plans. As such, boards of education and/or school districts are advised to repeal their existing Safe School Climate Plans when their Bullying Prevention and Intervention Policy is repealed and the Connecticut School Climate Policy is adopted.

In light of the above, Shipman will no longer maintain a model Bullying Prevention and Intervention Policy and/or Safe School Climate Plan.

Restorative Practices Response Policy (NEW)

In 2023, the General Assembly passed legislation, now codified at Connecticut General Statutes Section 10-222jj, requiring each board of education to adopt a restorative practices response policy to be implemented by school employees for incidents of challenging behavior or student conflict that is nonviolent and does not constitute a crime. Boards of education are required to adopt such policy by July 1, 2025. The policy directs the district's administration to develop "a continuum of strategies to prevent, identify, and responding challenging behavior, including but not limited to bullying and harassment."

**Series 4218
Personnel**

**POLICY REGARDING PROHIBITION OF SEX DISCRIMINATION AND SEXUAL
HARASSMENT IN THE WORKPLACE (PERSONNEL)**

It is the policy of the ISAAC Board of Directors (the “Board”) that any form of sex discrimination or sexual harassment is prohibited in the Board’s education programs and activities, whether by students, Board employees or third parties subject to substantial control by the Board. It is the policy of the Board to maintain a working environment free from harassment, insults or intimidation on the basis of an employee's sex and free from discrimination based on sex.

The Board does not discriminate on the basis of sex in the education programs or activities that it operates and the Board is required by Title IX of the Education Amendments of 1972 and its implementing regulations (“Title IX”), Title VII of the Civil Rights Act of 1964 (“Title VII”), and Connecticut law not to discriminate in such a manner. Students, Board employees and third parties are required to adhere to a standard of conduct that is respectful of the rights of all parties. Any employee or student who engages in conduct prohibited by this Policy shall be subject to disciplinary action, up to and including termination or expulsion, respectively. Third parties who engage in conduct prohibited by this Policy shall be subject to other sanctions, which may include exclusion from Board property and/or activities. Individuals who engage in acts of sex discrimination or sexual harassment may also be subject to civil and criminal penalties.

For conduct to violate Title IX, the conduct must have occurred in an education program or activity of the Board; the conduct must have occurred within the United States of America; and the complainant must be participating in or attempting to participate in the education program or activity of the Board. Conduct that does not meet these requirements still may constitute a violation of Title VII, Connecticut law, and/or another Board policy.

The Executive Director shall develop Administrative Regulations implementing this Policy and in accordance with Title IX, Title VII, and Connecticut law (the “Administrative Regulations”).

Sex discrimination occurs when an employer refuses to hire, disciplines or discharges any individual, or otherwise discriminates against an individual with respect to his or her compensation, terms, conditions, or privileges of employment on the basis of the individual’s sex. Sex discrimination also 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.

Sexual harassment under Title IX means conduct on the basis of sex that satisfies one or more of the following:

- (1) An employee of the Board conditioning the provision of an aid, benefit, or service of the Board on an individual's participation in unwelcome sexual conduct (*i.e.*, *quid pro quo*);
- (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Board's education programs or activities; or
- (3) "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

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

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

Reporting Sex Discrimination or Sexual Harassment

It is the express policy of the Board to encourage victims of sex discrimination and/or sexual harassment to report such claims. Employees are encouraged to report complaints of sex discrimination and/or sexual harassment promptly in accordance with the appropriate process set forth in the Administrative Regulations. The Board directs its employees to respond to such complaints in a prompt and equitable manner.

Violations of this Policy by employees will not be permitted and may result in discipline up to and including discharge from employment. Individuals who engage in acts of sex discrimination or sexual harassment may also be subject to civil and criminal penalties. Retaliation against any employee for complaining about sex discrimination or sexual harassment is prohibited under this Policy and illegal under state and federal law.

Any Board employee with notice of sex discrimination and/or sexual harassment allegations shall immediately report such information to the building principal and/or the Title IX Coordinator, or if the employee does not work in a school building, to the Title IX Coordinator.

The ISAAC School administration (the “Administration”) shall provide training to Title IX Coordinator(s), investigators, decision-makers, and any person who facilitates an informal resolution process (as set forth in the Administrative Regulations), which training shall include, but need not be limited to, the definition of sex discrimination and sexual harassment, the scope of the Board’s education program and activity, how to conduct an investigation and implement the grievance process, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. The Administration shall make the training materials used to provide these trainings publicly available on the Board’s website. The Administration shall also periodically provide training to all Board employees on the topic of sex discrimination and sexual harassment under Title IX, Title VII, and Connecticut law, which shall include but not be limited to when reports of sex discrimination and/or sexual harassment must be made. The Administration shall distribute this Policy and the Administrative Regulations to employees, union representatives, students, parents and legal guardians and make the Policy and the Administrative Regulations available on the Board’s website to promote an environment free of sex discrimination and sexual harassment.

The Board’s Title IX Coordinator is Tanya Collins, Associate Principal and HR Director. Any individual may make a report of sex discrimination and/or sexual harassment directly to the Title IX Coordinator using any one, or multiple, of the following points of contact:

***Tanya Collins
190 Governor Winthrop Boulevard
New London, CT 06320
tcollins@isaacschool.org
860.447.1003***

Any individual may also make a report of sexual harassment and/or sex discrimination to the U.S. 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).

Employees may also make a report of sexual harassment and/or sex discrimination to the Connecticut Commission on Human Rights and Opportunities, 450 Columbus Boulevard, Hartford, CT 06103-1835 (Telephone: 860-514-3400).

Legal References:

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

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

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

Title IX of the Education Amendments of 1972, 34 CFR § 106, et seq.

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

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

ADOPTED: April 12, 2012

REVISED: May 9, 2018

REVISED: October 14, 2020

REVISED: December 16, 2020

ADMINISTRATIVE REGULATIONS REGARDING THE PROHIBITION OF SEX DISCRIMINATION AND SEXUAL HARASSMENT (PERSONNEL)

It is the policy of the ISAAC Board of Directors (the “Board”) that any form of sex discrimination or sexual harassment is prohibited in the Board’s education programs and activities, whether by students, Board employees or third parties subject to substantial control by the Board. Students, District employees and third parties are expected to adhere to a standard of conduct that is respectful of the rights of students, District employees, and third parties. It is the policy of the Board to maintain a working environment free from harassment, insults or intimidation on the basis of an employee's sex and free from discrimination based on sex. Verbal or physical conduct by a supervisor or co-worker relating to an employee's sex that has the effect of creating an intimidating, hostile or offensive work environment, unreasonably interfering with the employee's work performance, or adversely affecting the employee's employment opportunities is prohibited.

Any employee or student who engages in conduct prohibited by the Board’s Policy regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel) shall be subject to disciplinary action. Any third party who engages in conduct prohibited by the Board’s Policy regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel) shall be subject to remedial measures, which may include exclusion from school property.

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.

Sexual harassment under Title IX means conduct on the basis of sex that satisfies one or more of the following:

- (1) An employee of the Board conditioning the provision of an aid, benefit, or service of the Board on an individual’s participation in unwelcome sexual conduct (i.e., *quid pro quo*);
- (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education programs or activities; or
- (3) “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30). These definitions can be found in Appendix A of these Administrative Regulations.

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

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

Although not an exhaustive list, the following are other examples of conduct prohibited by the Board's Policy regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel):

1. Unwelcome sexual advances from a co-worker or supervisor, such as unwanted hugs, touches, or kisses;
2. Unwelcome attention of a sexual nature, such as degrading, suggestive or lewd remarks or noises;
3. Dirty jokes, derogatory or pornographic posters, cartoons or drawings;
4. The threat or suggestion that continued employment advancement, assignment or earnings depend on whether or not the employee will submit to or tolerate harassment;
5. Circulating, showing, or exchanging emails, text messages, digital images or websites of a sexual nature;
6. Using computer systems, including email, instant messaging, text messaging, blogging or the use of social networking websites, or other forms of electronic communications, to engage in any conduct prohibited by the Board's Policy regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel).

NOTICE OF THE TITLE IX COORDINATOR

The Board's Title IX Coordinator is Tanya Collins, Associate Principal and HR Director. Any individual may make a report of sex discrimination and/or sexual harassment directly to the Title IX Coordinator using any one, or multiple, of the following points of contact:

*190 Governor Winthrop Boulevard
New London, CT 06320
tcollins@isaacschool.org
860.447.1003*

The Title IX Coordinator manages the District's compliance with Title IX, Title VII and Connecticut law with respect to sexual harassment and/or sex discrimination and is an available resource to anyone seeking information or wishing to file a formal complaint of same. When a student, District employee, or other participant in the District's programs and activities feels that such person has been subjected to discrimination on the basis of sex in any District program or

activity, including without limitation being subjected to sexual harassment, such person may contact the Title IX Coordinator or utilize the Title IX, Title VII and Connecticut law grievance systems set forth herein to bring concerns forward for the purpose of obtaining a prompt and equitable resolution.

EXPLANATION OF COMPLAINT PROCESS AND PROCEDURE

The federal regulations implementing Title IX require the adoption and publication of two separate grievance systems: a grievance process for complaints of sex discrimination involving allegations of sexual harassment and grievance procedures for complaints of sex discrimination that are not sexual harassment. Accordingly, the Administration will process any complaints of sex discrimination involving allegations of sexual harassment, as defined above, pursuant to the **grievance process** set forth in Section I of these regulations. The Administration will process any complaints of sex discrimination that are not sexual harassment pursuant to the **grievance procedures** set forth in Section II of these regulations.

The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), or as required by law, or to carry out the purposes of these Administrative Regulations, including the conduct of any investigation, hearing, or judicial proceeding arising from these Administrative Regulations.

The obligation to comply with Title IX is not obviated or alleviated by the FERPA.

SECTION I. GRIEVANCE PROCESS FOR COMPLAINTS OF SEXUAL HARASSMENT

A. Definitions

- **Bias** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decision-maker(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 prejudgment of the facts at issue in the investigation.
- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- A **conflict of interest** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decision-maker(s) have personal, financial and/or familial interests that affected the outcome of the investigation.

- For purposes of investigations and complaints of sexual harassment, **education program or activity** includes locations, events, or circumstances over which the Board exercises substantial control over both the respondent and the context in which the sexual harassment occurs.
- **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 the Board or working in a public elementary, middle or high school; or (B) any other individual who, in the performance of his or her duties, has regular contact with students and who provides services to or on behalf of students enrolled in a public elementary, middle or high school, pursuant to a contract with the Board.
- **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the Administration investigate the allegation of sexual harassment. A “document filed by a complainant” means a document or electronic submission that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.
- **Respondent** means an individual who has been alleged to be the perpetrator of conduct that could constitute sexual harassment.
- **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, increased security and monitoring, and other similar measures.

B. Reporting Sexual Harassment

1. It is the express policy of the Board to encourage victims of sexual harassment to report such claims. Any person may report sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator. If the District receives notice of sexual harassment or alleged sexual harassment against a person in the District’s education program or activity, the Title IX Coordinator or designee will promptly contact the complainant to discuss the availability of supportive measures, whether or not the complainant has filed a formal complaint, and will consider the complainant’s wishes with respect to such measures. If the complainant has yet to file a formal

complaint, the Title IX Coordinator or designee will explain to the complainant the process for doing so.

2. The District will treat complainants and respondents equitably. A respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility will be made at the conclusion of the grievance process if a formal complaint is filed. Nothing in these Administrative Regulations shall preclude the District from placing an employee respondent on administrative leave during the pendency of the grievance process. Further, nothing in these Administrative Regulations shall limit or preclude the District from removing a respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. If a respondent is removed on an emergency basis, the District shall provide the respondent with notice and an opportunity to challenge the decision immediately following the removal.

C. Formal Complaint and Grievance Process

1. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed for the Title IX Coordinator. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the District's education programs or activity. A formal complaint may be signed by the Title IX Coordinator. If the complaint being filed is against the Title IX Coordinator, the formal complaint should be filed with the Superintendent. If the formal complaint being filed is against the Superintendent, the formal complaint should be filed with the Board Chair, who will then retain an independent investigator to investigate the matter.
2. The District may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. If possible, formal complaints should be filed within ten (10) school days of the alleged occurrence in order to facilitate the prompt and equitable resolution of such claims. The District will attempt to complete the formal grievance process within ninety (90) school days of receiving a complaint. This timeframe may be temporarily delayed or extended in accordance with Subsection G of this Section.
3. Upon receipt of a formal complaint, if the Title IX Coordinator or designee has not already discussed the availability of supportive measures with the complainant, the Title IX Coordinator or designee will promptly contact the complainant to discuss the availability of such measures and consider the complainant's wishes with respect to them. The Title IX Coordinator or designee may also contact the respondent, separately from the complainant, to discuss the availability of supportive measures for the respondent. The District will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such

confidentiality would not impair the ability of the District to provide supportive measures.

4. Within ten (10) school days of receiving a formal complaint, the District will provide the known parties with written notice of the allegations potentially constituting sexual harassment and a copy of this grievance process. The written notice must also include the following:
 - i. The identities of the parties involved in the incident, if known;
 - ii. The conduct allegedly constituting sexual harassment as defined above;
 - iii. The date and the location of the alleged incident, if known;
 - iv. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
 - v. A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
 - vi. A statement of any provision in the District's policies that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the written notice, the District must provide notice of the additional allegations to the parties whose identities are known.

5. The parties may have an advisor of their choice accompany them during any grievance proceeding at which the party's attendance is required. The District may, in its discretion, establish certain restrictions regarding the extent to which an advisor may participate in the proceedings. If any such restrictions are established, they will be applied equally to all parties.
6. The Title IX Coordinator will, as applicable, promptly commence an investigation of the formal complaint, designate a school administrator to promptly investigate the formal complaint, or dismiss the formal complaint in accordance with Subsection F of this Section. The standard of evidence to be used to determine responsibility is the preponderance of the evidence standard (i.e., more likely than not). ***[Note: A school district may choose to use a "clear and convincing evidence" standard instead. A clear and convincing evidence standard is a higher evidentiary burden than the preponderance of evidence standard. The clear and convincing evidence standard is understood to mean that a decision-maker must conclude that a fact is highly probable to be true, as opposed to a "more likely than not" under the preponderance of the evidence standard. The same standard of evidence for formal complaints must be used for both employees and students. Districts may wish to consult legal counsel regarding selection of an evidentiary standard.]*** The burden of proof and the burden of gathering

evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties.

7. The parties will be given an equal opportunity to discuss the allegations under investigation with the investigator(s) and are permitted to gather and present relevant evidence. This opportunity includes presenting witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The District will provide to a party whose participation is invited or expected (including a witness) written notice of the date, time, location, participants, and purpose of all hearings (if applicable), investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
8. Both parties will be given an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. Prior to completion of the investigative report, the District will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have ten (10) school days to submit a written response, which the investigator(s) will consider prior to completion of the investigative report, as described in Paragraph 9 of this section.
9. The investigator(s) will create an investigative report that fairly summarizes relevant evidence. The investigator(s) will send the investigative report, in an electronic format or hard copy, to each party and to each party's advisor for their review and written response at least ten (10) school days prior to the time a determination regarding responsibility is made.
10. The Executive Director will appoint a decision-maker(s), who shall be a District employee or third-party contractor and who shall be someone other than the Title IX Coordinator or investigator(s). If the complaint filed is against the Superintendent, the Board Chair shall appoint the decision-maker, who shall be someone other than the Title IX Coordinator or investigator(s). The investigator(s) and the decision-maker(s) shall not discuss the investigation's facts and/or determination while the complaint is pending. The decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and

are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decisions to exclude a question as not relevant.

11. The decision-maker(s) will issue a written determination regarding responsibility. The written determination will include: (1) identification of the allegations potentially constituting sexual harassment; (2) a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held; (3) findings of fact supporting the determination; (4) conclusions regarding the application of the District's code of conduct to the facts; (5) a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District will impose on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and (6) the District's procedures and permissible bases for the complainant and respondent to appeal. If the respondent is found responsible for violating the Board's Policy regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel), the written determination shall indicate whether the respondent engaged in sexual harassment as defined by the Board's Policy and these Administrative Regulations. The written determination will be provided to both parties simultaneously.
12. Student respondents found responsible for violating the Board's Policy regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel) may be subject to discipline up to and including expulsion. Employee respondents found responsible for violating the Board's Policy regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel) may be subject to discipline up to and including termination of employment. Other respondents may be subject to exclusion from the District's programs, activities and/or property. In appropriate circumstances, the District may make a criminal referral. Remedies will be designed to restore or preserve equal access to the District's education programs or activities.
13. After receiving notification of the decision-maker(s)' decision, or after receiving notification that the District dismissed a formal complaint or any allegation therein, both complainant and respondent may avail themselves of the appeal process set forth in Section E of this Regulation.

D. Informal Resolution

At any time prior to reaching a determination regarding responsibility, but only after the filing of a formal complaint, the District may suggest to the parties the possibility of facilitating an informal resolution process, such as mediation, to resolve the formal complaint without the need for a full investigation and adjudication. If it is determined that an informal resolution may be appropriate, the Title IX Coordinator or designee will consult with the parties.

Prior to facilitating an informal resolution to a formal complaint, the Title IX Coordinator or designee will provide the parties with written notice disclosing the sexual harassment

allegations, the requirements of an informal resolution process, and any consequences from participating in the informal resolution process. Upon receipt of this document, complainants and respondents have five (5) school days to determine whether they consent to participation in the informal resolution. The District must obtain voluntary, written consent to the informal resolution process from both parties.

Prior to agreeing to any resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint. If a satisfactory resolution is reached through this informal process, the matter will be considered resolved. If these efforts are unsuccessful, the formal grievance process will continue.

Nothing in this section precludes an employee 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.

An informal resolution is not permitted to resolve allegations that an employee sexually harassed a student.

E. Appeal Process

After receiving notification of the decision-maker(s)' decision, or after receiving notification that the District dismissed a formal complaint or any allegation therein, both complainant and respondent have five (5) school days to submit a formal letter of appeal to the Title IX Coordinator specifying the grounds upon which the appeal is based.

Appeals will be appropriate only in the following circumstances:

- new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- procedural irregularity that affected the outcome of the matter;
- the Title IX Coordinator, investigator(s), and/or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter. A conflict of interest or bias does not exist solely because the Title IX Coordinator, investigators(s), and/or decision-maker(s) previously worked with or disciplined the complainant or respondent.

The District will provide the other party with written notice of such appeal. Both parties will then have an opportunity to submit a written statement in support of, or challenging, the outcome. Such written statement must be submitted ten (10) school days after receiving written notice of the appeal. Upon receipt of an appeal, the Superintendent shall appoint a decision-maker(s) for the appeal, who shall be someone other than the Title IX Coordinator, investigator(s), or initial decision-maker(s). The decision-maker(s) for the appeal, in their discretion, will determine the appropriate procedure for the appeal. After considering the parties' written statements, the decision-maker(s) for the appeal will provide a written decision. If it is found that one of the bases for appeal exists, the decision-maker(s) for the appeal will issue an appropriate remedy.

Supportive measures for either or both parties may be continued throughout the appeal process.

F. Dismissal of a Formal Complaint

The Title IX Coordinator shall dismiss any formal complaint that, under Title IX, 1) would not constitute sexual harassment as defined under Title IX even if proved, 2) did not occur in the District's education program or activity, or 3) did not occur against a person in the United States. Such dismissal does not preclude action under another Board policy.

The District may dismiss a formal complaint or any allegations therein, if at any time during the investigation or hearing a complainant notifies the Title IX Coordinator in writing that 1) the complainant would like to withdraw the formal complaint or any allegations therein; 2) the respondent is no longer enrolled or employed in the District; or 3) specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal, the District will promptly and simultaneously send written notice of the dismissal and reason(s) therefor to each party. Either party can appeal from the District's dismissal of a formal complaint or any allegations therein using the appeals procedure.

In the event a formal complaint is dismissed prior to the issuance of a decision under Title IX, the Title IX Coordinator shall determine if the allegations of sexual harassment shall proceed through the grievance procedures identified in Section II of these Administrative Regulations for claims of sex discrimination for consideration as to whether the allegations constitute sexual harassment under Title VII or Connecticut law.

A dismissal pursuant to this section does not preclude action by the District under the Student Discipline policy, Code of Conduct for students/or and employees, or any other applicable rule, policy, and/or collective bargaining agreement.

G. Miscellaneous

1. Any timeframe set forth in these Administrative Regulations may be temporarily delayed or extended for good cause. Good cause may include, but is not limited to, considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; concurrent activity by the Department of Children and Families; or the need for language assistance or accommodation of disabilities. If any timeframe is altered on a showing of good cause, written notice will be provided to each party with the reasons for the action.
2. If a sexual harassment complaint raises a concern about discrimination or harassment on the basis of any other legally protected classification (such as race, religion, color, national origin, age, or disability), the Title IX Coordinator or designee shall make a referral to other appropriate personnel within the District (e.g. Section 504 Coordinator, etc.), so as to ensure that any such investigation complies with the requirements of policies regarding nondiscrimination.

3. If the sexual harassment complaint results in reasonable cause to suspect or believe that a child has been abused or neglected, has had a nonaccidental physical injury, or injury which is at variance with the history given of such injury, is placed at imminent risk of serious harm, or that a student has been sexually assaulted by a school employee, then, the person to whom the complaint is given or who receives such information shall report such matters in accordance with the Board's policy on the Reports of Suspected Child Abuse or Neglect of Children.
4. Retaliation against any individual who complains pursuant to the Board's Policy regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel) and these Administrative Regulations is strictly prohibited. The District will take actions designed to prevent retaliation as a result of filing a complaint. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination described herein.
5. The District will maintain for a period of seven (7) years records of:
 - i. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the Board's education program or activity;
 - ii. Any appeal and the result therefrom;
 - iii. Any informal resolution and the result therefrom; and
 - iv. All material used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The Board will make these training materials publicly available on its website.

If the District has actual knowledge of sexual harassment in an education program or activity of the Board, and for any report or formal complaint of sexual harassment, the District will create and maintain for a period of seven (7) years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. The District will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the Board's education program or activity. If the District does not provide a complainant with supportive measures, then the District will document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

SECTION II. GRIEVANCE PROCEDURES FOR CLAIMS OF SEX DISCRIMINATION (OTHER THAN SEXUAL HARASSMENT UNDER TITLE IX)

A. Definitions

- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sex discrimination.

- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sex discrimination.

B. Reporting Sex Discrimination Other than Sexual Harassment under Title IX

It is the express policy of the Board to encourage victims of sex discrimination to report such claims. Any person may report sex discrimination (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator. If the District receives notice of sex discrimination or alleged sex discrimination against a person in the District's education program or activity, the Title IX Coordinator or designee will promptly notify the complainant of the grievance process. The District will treat complainants and respondents equitably during the grievance process. Sexual harassment is a form of sex discrimination, and any incident of sexual harassment under Title IX, as defined above, shall be handled pursuant to Section I of these Administrative Regulations. Any allegations of sexual harassment under Title VII or Connecticut law, as defined above, shall be handled pursuant to this Section II of these Administrative Regulations.

C. Grievance Procedures

1. As soon as an employee feels that he or she has been subjected to sex discrimination other than sexual harassment as defined under Title IX (including, without limitation, sexual harassment under Title VII or Connecticut law), he/she should make a written complaint to the Title IX Coordinator or to the building principal, or his/her designee. The employee will be provided a copy of the Board's policy and Administrative Regulations and made aware of his or her rights. Preferably, complaints should be filed within ten (10) school days of the alleged occurrence. Timely reporting of complaints facilitates the investigation and resolution of such complaints.
2. The complaint should state the:
 - i. Name of the complainant;
 - ii. Date of the complaint;
 - iii. Date(s) of the alleged discrimination;
 - iv. Name(s) of the discriminator(s);
 - v. Location where such discrimination occurred;
 - vi. Names of any witness(es) to the discrimination;
 - vii. Detailed statement of the circumstances constituting the alleged discrimination; and
 - viii. Remedy requested.
3. Any employee who makes an oral complaint of sex discrimination to any of the above-mentioned personnel will be provided a copy of these Administrative Regulations and will be requested to make a written complaint pursuant to the above procedure.

4. All complaints are to be forwarded immediately to the building principal or designee unless that individual is the subject of the complaint, in which case the complaint should be forwarded directly to the Superintendent of Schools or his/her designee. In addition, a copy of any complaint filed under this Policy shall be forwarded to the Title IX Coordinator. If the complaint being filed is against the Title IX Coordinator, the complaint should be filed with the Superintendent. If the complaint being filed is against the Superintendent, the complaint should be filed with the Board Chair, who will then retain an independent investigator to investigate the matter.
5. The Title IX Coordinator or designee shall investigate all complaints of sex discrimination against an employee, regardless of whether the conduct occurred on or off-school grounds. Complaints will be investigated promptly within the timeframes identified below. Timeframes may be extended as needed given the complexity of the investigation, availability of individuals with relevant information, and other extenuating circumstances. The investigation shall be conducted discreetly, maintaining confidentiality insofar as possible while still conducting an effective and thorough investigation.
6. Any employee who makes a complaint shall be notified of the District's intent to investigate the complaint. In the event the employee requests confidentiality or that an investigation not be conducted, the District will take reasonable steps to investigate and respond to the complaint to the extent possible, given the request for confidentiality or that the District not investigate the complaint. If the employee insists that his/her information not be shared with the alleged discriminator(s), the employee will be informed that the District's ability to investigate and/or take corrective action may be limited.
7. Upon receipt of a sex discrimination complaint, the Title IX Coordinator shall either promptly commence an investigation of the complaint, or shall designate a school administrator to promptly investigate the complaint. The Title IX Coordinator or designee shall:
 - i. offer to meet with the complainant and respondent (if applicable) separately within ten (10) school days to discuss the nature of the complaint, identify individuals the complainant and respondent (if applicable) believe have relevant information, and obtain any relevant documents the complainant and respondent may have;
 - ii. provide the complainant and respondent (if applicable) with a copy of the Board's sex discrimination policy and accompanying regulations;
 - iii. consider whether any interim measures may be appropriate to protect the complainant or respondent (if applicable), pending the outcome of the investigation;
 - iv. conduct an investigation that is adequate, reliable, and impartial. Investigate the factual basis of the complaint, including, as applicable, conducting interviews with individuals deemed relevant to the complaint;

- v. consider whether alleged sex discrimination has created a hostile work environment, including consideration of the effects of off-campus conduct on the school;
 - vi. communicate the outcome of the investigation in writing to the complainant, to the respondent, and to any individual properly identified as a party to the complaint (to the extent permitted by state and federal confidentiality requirements), within ninety (90) school days from the date the complaint was received by the Superintendent's office. The investigator may extend this deadline for no more than fifteen (15) additional school days if needed to complete the investigation. The complainant and respondent (if applicable) shall be notified of such extension. The written notice shall include a finding whether the complaint was substantiated and if so, shall identify, to the extent possible, how the District will remedy the discrimination, adhering to the requirements of state and federal law; and
 - vii. when sex discrimination has been found, take steps that are reasonably calculated to end the discrimination, take corrective and/or disciplinary action aimed at preventing the recurrence of the discrimination, as deemed appropriate by the Superintendent or his/her designee, and take steps to remedy the effects of the sex discrimination.
8. If a complaint is made during summer recess, the complaint will be reviewed and addressed as quickly as possible given the availability of staff and/or other individuals who may have information relevant to the complaint. If fixed timeframes cannot be met, the complainant and respondent will receive notice and interim measures may be implemented as necessary.
 9. If the complainant or respondent (if applicable) is dissatisfied with the findings of the investigation, he or she may file a written appeal within five (5) school days to the Title IX Coordinator, or, if he/she conducted the investigation, to the Superintendent of Schools, who shall review the Title IX Coordinator or designee's written report, the information collected by the Title IX Coordinator or designee together with the recommended disposition of the complaint to determine whether the alleged conduct constitutes sex discrimination. The Title IX Coordinator or Superintendent of Schools may determine if further action and/or investigation is warranted. After completing this review, the Title IX Coordinator or Superintendent of Schools shall respond to the complainant and respondent (if applicable), in writing, within fifteen (15) school days following the receipt of the written request for review.

D. Miscellaneous

1. If a sex discrimination complaint raises a concern about discrimination or harassment on the basis of any other legally protected classification (such as race, religion, color, national origin, age, or disability), the Title IX Coordinator or designee shall make a referral to other appropriate personnel within the District (e.g. Section 504 Coordinator,

etc.), so as to ensure that any such investigation complies with the requirements of policies regarding nondiscrimination.

2. If the sex discrimination complaint results in reasonable cause to suspect or believe that a child has been abused or neglected, has had a nonaccidental physical injury, or injury which is at variance with the history given of such injury, is placed at imminent risk of serious harm, or that a student has been sexually assaulted by a school employee, then, the person to whom the complaint is given or who receives such information shall report such matters in accordance with the Board's policy on the Reports of Suspected Child Abuse or Neglect of Children.
3. Retaliation against any individual who complains pursuant to the Board's Policy regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel) and these Administrative Regulations is strictly prohibited. The District will take actions designed to prevent retaliation as a result of filing a complaint. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination described herein.

Section III. Further Reporting

At any time, a complainant alleging sex discrimination or sexual harassment may also file a formal complaint with the 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).

Employees may also make a report of sexual harassment and/or sex discrimination to the Connecticut Commission on Human Rights and Opportunities, 450 Columbus Boulevard, Hartford, CT 06103-1835 (Telephone: 860-514-3400).

Copies of these Administrative Regulations will be distributed to all employees.

Appendix A

Sexual Assault: An offense classified as forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

Rape—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of the person's age or because of the person's temporary or permanent mental or physical incapacity.

Sodomy—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of the person's age or because of the person's temporary or permanent mental or physical incapacity.

Sexual Assault With An Object—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of the person's age or because of the person's temporary or permanent mental or physical incapacity.

Fondling—The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because of the person's age or because of the person's temporary or permanent mental or physical incapacity.

Incest—Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

Statutory Rape—Nonforcible sexual intercourse with a person who is under the statutory age of consent.

Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others; or suffer substantial emotional distress.

Affirmative Consent means an active, clear and voluntary agreement by a person to engage in sexual activity with another person.

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:

- A. 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.
- B. Affirmative consent may be revoked at any time during the sexual activity by any person engaged in the sexual activity.
- C. It is the responsibility of each person to ensure that he or she 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.
- D. It shall not be a valid excuse to an alleged lack of affirmative consent that the respondent to the alleged violation believed that the complainant consented to the sexual activity:
 - (i) because the respondent was intoxicated or reckless or failed to take reasonable steps to ascertain whether the complainant affirmatively consented, or
 - (ii) 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.
- E. The existence of a past or current dating or sexual relationship between the complainant and the respondent, in and of itself, shall not be determinative of a finding of affirmative consent.



**Series 4000
Personnel**

**COMPLAINT FORM REGARDING SEXUAL HARASSMENT UNDER TITLE IX
(PERSONNEL)**

This complaint form should be used for complaints of sexual harassment as defined on page 1 of the Board's Administrative Regulations regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel)

Name of the complainant _____

Date of the complaint _____

Date of the alleged sexual harassment _____

Name or names of the sexual harasser(s) _____

Location where such sexual harassment occurred _____

Name(s) of any witness(es) to the sexual harassment _____

Detailed statement of the circumstances constituting the alleged sexual harassment

Remedy requested _____

Signature of Complainant or Title IX Coordinator: _____

11/23/2020



Series 4000
Personnel

COMPLAINT FORM REGARDING SEX DISCRIMINATION (OTHER THAN SEXUAL HARASSMENT UNDER TITLE IX) (PERSONNEL)

This complaint form should be used for complaints of sex discrimination as defined on page 1 of the Board's Administrative Regulations regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel)

Name of the complainant _____

Date of the complaint _____

Date of the alleged sex discrimination _____

Name or names of the sex discriminator(s) _____

Location where such sex discrimination occurred _____

Name(s) of any witness(es) to the sex discrimination _____

Detailed statement of the circumstances constituting the alleged sex discrimination

Remedy requested _____

Signature: _____

WRITTEN NOTICE FOR FORMAL COMPLAINTS OF SEXUAL HARASSMENT



NOTICE OF SEXUAL HARASSMENT ALLEGATIONS UNDER TITLE IX

In accordance with the Board's Policy and Administrative Regulations regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel), a formal complaint of sexual harassment has been filed with the Title IX Coordinator.

Identities of the parties involved, if known:

(Complainant(s))
(Respondent(s))

The conduct allegedly constituting sexual harassment: _____

The date and the location of the alleged incident, if known: _____

The Title IX Coordinator or designee will contact the parties regarding the next step in the grievance process. Questions can be directed to the Title IX Coordinator: **Tanya Collins, Associate Principal/HR Director**
190 Governor Winthrop Boulevard
New London, CT 06320
tcollins@isaacschool.org
860.447.1003

The respondent is presumed not responsible for the alleged conduct. A determination regarding responsibility is made at the conclusion of the grievance process.

All parties involved may have an advisor of their choice who may be, but it not required to be, an attorney. This advisor may inspect and review evidence as permitted by the Board's Administrative Regulations regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel).

Any employee who knowingly makes false statements or knowingly submits false information during this grievance process is subject to discipline, up to and including termination. Additionally, it is a violation of the Board's Student Discipline Policy to lie to school officials or otherwise engage in dishonest behavior, which includes knowingly making false statements or knowingly submitting false information during the grievance process. Any student who knowingly makes false statements or knowingly submits false information during this grievance process will be subject to sanctions pursuant to the Board's Student Discipline Policy.

A copy of the Board's Policy and Administrative Regulations regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel) is included with this notice.

*WRITTEN NOTICE FOR THE INFORMAL RESOLUTION PROCESS FOR SEXUAL
HARASSMENT COMPLAINTS*



NOTICE OF INFORMAL RESOLUTION PROCESS FOR SEXUAL HARASSMENT
COMPLAINTS UNDER TITLE IX

In accordance with the Board's Policy and Administrative Regulations regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel), a formal complaint of sexual harassment has been filed with the Title IX Coordinator. The Board has an informal resolution process to promptly and equitably resolve such complaints using mediation *[alternatively, could be restorative justice]*. This informal resolution process will only be utilized if both the Complainant and Respondent agree to do so.

The conduct allegedly constituting sexual harassment: _____

If both parties agree to the informal resolution process, it shall preclude the parties from resuming a formal complaint arising out of the same allegations. However, either party may withdraw from the informal resolution process at any time before agreeing to a resolution and resume the grievance process for formal complaints of sexual harassment.

If both parties agree to a resolution, that resolution is binding upon both parties and cannot be changed or appealed.

The District will maintain for a period of seven (7) years records of the informal resolution process and results therefrom.

I voluntarily consent to the informal resolution process:

Complainant

Date

Respondent

Date

[Note: Although we have included this sample notice in our model policy documents for the convenience of our Board of Education clients, the notice does not need to be approved as a Board policy.]

**[To be posted in a conspicuous place readily available
for viewing by employees and emailed to employees within three months of hire with the
subject line “Sexual Harassment Policy” or words of similar import]**

**SEXUAL HARASSMENT IS ILLEGAL
AND IS PROHIBITED
BY
THE CONNECTICUT DISCRIMINATION EMPLOYMENT PRACTICES ACT
(Section 46a-60(a)(8) of the Connecticut General Statutes)
AND
TITLE VII OF THE CIVIL RIGHTS ACT OF 1964
(42 United States Code Section 2000e et seq.)**

SEXUAL HARASSMENT MEANS ANY UNWELCOME SEXUAL ADVANCES OR REQUESTS FOR SEXUAL FAVORS OR ANY CONDUCT OF A SEXUAL NATURE WHEN:

1. SUBMISSION TO SUCH CONDUCT IS MADE EITHER EXPLICITLY OR IMPLICITLY A TERM OR CONDITION OF AN INDIVIDUAL'S EMPLOYMENT;
2. SUBMISSION TO OR REJECTION OF SUCH CONDUCT BY AN INDIVIDUAL IS USED AS THE BASIS FOR EMPLOYMENT DECISIONS AFFECTING SUCH INDIVIDUAL; OR
3. SUCH CONDUCT HAS THE PURPOSE OR EFFECT OF SUBSTANTIALLY INTERFERING WITH AN INDIVIDUAL'S WORK PERFORMANCE OR CREATING AN INTIMIDATING, HOSTILE, OR OFFENSIVE WORKING ENVIRONMENT.

EXAMPLES OF SEXUAL HARASSMENT INCLUDE:

UNWELCOME SEXUAL ADVANCES
SUGGESTIVE OR LEWD REMARKS
UNWANTED HUGS, TOUCHES, KISSES
REQUESTS FOR SEXUAL FAVORS
RETALIATION FOR COMPLAINING ABOUT SEXUAL HARASSMENT
DEROGATORY OR PORNOGRAPHIC POSTERS, CARTOONS, OR DRAWINGS.

REMEDIES FOR SEXUAL HARASSMENT MAY INCLUDE:

CEASE AND DESIST ORDERS
BACK PAY
COMPENSATORY DAMAGES
PUNITIVE DAMAGES

HIRING, PROMOTION, OR REINSTATEMENT

RETALIATION AGAINST ANY EMPLOYEE FOR COMPLAINING ABOUT SEXUAL HARASSMENT IS PROHIBITED UNDER THIS POLICY AND ILLEGAL.

VIOLATION OF THIS POLICY IS GROUNDS FOR DISCIPLINE, INCLUDING DISCHARGE.

INDIVIDUALS WHO ENGAGE IN ACTS OF SEXUAL HARASSMENT MAY ALSO BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES.

AN INFRACTION OF THIS POLICY BY SUPERVISORS OR CO-WORKERS SHOULD BE REPORTED IMMEDIATELY TO **TANYA COLLINS, TITLE IX COORDINATOR, OR EXECUTIVE DIRECTOR, DR. NICHOLAS J. SPERA, IF THE TITLE IX COORDINATOR IS THE SUBJECT OF THE COMPLAINT**. CONFIDENTIALITY WILL BE MAINTAINED TO THE EXTENT POSSIBLE.

ANY EMPLOYEE WHO BELIEVES THAT HE OR SHE HAS BEEN HARASSED OR DISCRIMINATED AGAINST IN THE WORKPLACE IN VIOLATION OF THIS POLICY MAY ALSO CONTACT:

THE CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
REGION OFFICE [REGIONAL OFFICES AND THEIR ADDRESSES CAN BE FOUND ON THE CHRO
WEBSITE, [HTTP://WWW.STATE.CT.US/CHRO/](http://www.state.ct.us/chro/)]
[ADDRESS]
[PHONE NUMBER]

AND/ OR:

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
BOSTON AREA OFFICE
JOHN F. KENNEDY FEDERAL BUILDING
475 GOVERNMENT CENTER
BOSTON, MA 02203
PHONE (800) 669-4000

CONNECTICUT LAW REQUIRES THAT A FORMAL WRITTEN COMPLAINT BE FILED WITH THE COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES WITHIN THREE HUNDRED (300) DAYS OF THE DATE WHEN THE ALLEGED HARASSMENT/ DISCRIMINATION OCCURRED.

9/24/20



**POLICY REGARDING TITLE IX OF THE EDUCATION AMENDMENTS OF 1972 -
PROHIBITION OF SEX DISCRIMINATION AND SEXUAL HARASSMENT
(STUDENTS)**

It is the policy of the ISAAC Board of Directors (the “Board”) that any form of sex discrimination or sexual harassment is prohibited in the Board’s education programs and activities, whether by students, Board employees or third parties subject to substantial control by the Board. The Board does not discriminate on the basis of sex in the education programs or activities that it operates and the Board is required by Title IX of the Education Amendments of 1972 and its implementing regulations (“Title IX”) not to discriminate in such a manner. Students, Board employees and third parties are required to adhere to a standard of conduct that is respectful of the rights of students, employees and third parties. Any student or employee who engages in conduct prohibited by this policy shall be subject to disciplinary action, up to and including expulsion or termination, respectively.

For conduct to violate this Policy, the conduct must have occurred in an education program or activity of the Board; the conduct must have occurred within the United States of America; and the complainant must be participating in or attempting to participate in the education program or activity of the Board. Conduct that does not meet these requirements still may constitute a violation of another Board policy.

The Executive Director shall develop Administrative Regulations implementing this Policy and in accordance with Title IX (the “Administrative Regulations”).

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.

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

- (1) An employee of the Board conditioning the provision of an aid, benefit, or service of the Board on an individual’s participation in unwelcome sexual conduct (*i.e., quid pro quo*);
- (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Board’s education programs or activities; or

(3) “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Reporting Sex Discrimination or Sexual Harassment

It is the express policy of the Board to encourage victims of sex discrimination and/or sexual harassment to report such claims. Students are encouraged to report complaints of sex discrimination and/or sexual harassment promptly in accordance with the appropriate process set forth in the Administrative Regulations. The Board directs its employees to respond to such complaints in a prompt and equitable manner. The Board further directs its employees to maintain confidentiality to the extent appropriate and not tolerate any reprisals or retaliation that occur as a result of the good faith reporting of charges of sex discrimination and/or sexual harassment. Any such reprisals or retaliation will result in disciplinary action against the retaliator, up to and including expulsion or termination as appropriate.

Any Board employee with notice of sex discrimination and/or sexual harassment allegations shall immediately report such information to the building principal and/or the Title IX Coordinator, or if the employee does not work in a school building, to the Title IX Coordinator.

The ISAAC administration (the “Administration”) shall provide training to Title IX Coordinator(s), investigators, decision-makers, and any person who facilitates an informal resolution process (as set forth in the Administrative Regulations) on the definitions of sex discrimination and sexual harassment, the scope of the Board’s education program and activity, how to conduct an investigation and grievance process, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. The Administration shall make the training materials used to provide these trainings publicly available on the Board’s website. The Administration shall also periodically provide training to all Board employees on the topic of sex discrimination and sexual harassment under Title IX, which shall include but not be limited to when reports of sex discrimination and/or sexual harassment must be made. The Administration shall distribute this Policy and the Administrative Regulations to staff, students and parents and legal guardians and make the Policy and the Administrative Regulations available on the Board’s website to promote an environment free of sex discrimination and sexual harassment.

The Board’s Title IX Coordinator is Tanya Collins, Interim Principal/HR Director. Any individual may make a report of sex discrimination and/or sexual harassment directly to the Title IX Coordinator using any one, or multiple, of the following points of contact:

*190 Governor Winthrop Boulevard
New London, CT 06320
tcollins@isaacschool.org
860.447.1003*

Any individual may also make a report of sexual harassment and/or sex discrimination to the U.S. 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).

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

ADOPTED: September 14, 2016

REVISED: October 16, 2020

**ADMINISTRATIVE REGULATIONS REGARDING
TITLE IX OF THE EDUCATION AMENDMENTS OF 1972 - PROHIBITION OF SEX
DISCRIMINATION AND SEXUAL HARASSMENT (STUDENTS)**

It is the policy of the ISAAC Board of Directors (the “Board”) that any form of sex discrimination or sexual harassment is prohibited, whether by students, School employees or third parties subject to substantial control by the Board. Students, School employees and third parties are expected to adhere to a standard of conduct that is respectful of the rights of students, School employees, and third parties. Any student or employee who engages in conduct prohibited by the Board’s Policy regarding Title IX of the Education Amendments of 1972-Prohibition of Sex Discrimination and Sexual Harassment (Students) shall be subject to disciplinary action. Any third party who engages in conduct prohibited by the Board’s Policy regarding Title IX of the Education Amendments of 1972-Prohibition of Sex Discrimination and Sexual Harassment (Students) shall be subject to remedial measures, which may include exclusion from school property.

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.

Sexual harassment under Title IX means conduct on the basis of sex that satisfies one or more of the following:

- (1) An employee of the Board conditioning the provision of an aid, benefit, or service of the Board on an individual’s participation in unwelcome sexual conduct (i.e., *quid pro quo*);
- (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School’s education programs or activities; or
- (3) “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30). These definitions can be found in Appendix A of these Administrative Regulations.

Sexual harassment under Connecticut law means conduct in a school setting that 1) is sexual in nature; 2) is unwelcome; and 3) denies or limits a student’s ability to participate in or benefit from a school’s educational program. Sexual harassment can be verbal, nonverbal or physical. Sexual violence is a form of sexual harassment.

Although not an exhaustive list, the following are other examples of conduct prohibited by the Board's Policy regarding Title IX of the Education Amendments of 1972-Prohibition of Sex Discrimination and Sexual Harassment (Students):

1. Statements or other conduct indicating that a student's submission to, or rejection of, sexual overtures or advances will affect the student's grades and/or other academic progress.
2. Unwelcome attention and/or advances of a sexual nature, including verbal comments, sexual invitations, leering and physical touching.
3. Display of sexually suggestive objects, or use of sexually suggestive or obscene remarks, invitations, letters, emails, text messages, notes, slurs, jokes, pictures, cartoons, epithets or gestures.
4. Touching of a sexual nature or telling sexual or dirty jokes.
5. Transmitting or displaying emails or websites of a sexual nature.
6. Using computer systems, including email, instant messaging, text messaging, blogging or the use of social networking websites, or other forms of electronic communications, to engage in any conduct prohibited by the Board's Policy regarding Title IX of the Education Amendments of 1972-Prohibition of Sex Discrimination and Sexual Harassment (Students).

NOTICE OF THE TITLE IX COORDINATOR

The School's Title IX Coordinator is Tanya Collins, Associate Principal/HR Director. Any individual may make a report of sex discrimination and/or sexual harassment directly to the Title IX Coordinator using any one, or multiple, of the following points of contact:

***190 Governor Winthrop Boulevard
New London, CT 06320
tcollins@isaacschool.org
860.447.1003***

The Title IX Coordinator manages the School's compliance with Title IX and Connecticut law regarding sexual harassment and sex discrimination and is an available resource to anyone seeking information or wishing to file a formal complaint of same. When a student, School employee, or other participant in the School's programs and activities feels that such person has been subjected to discrimination on the basis of sex in any School program or activity, including without limitation being subjected to sexual harassment, such person may contact the Title IX Coordinator or utilize the Title IX grievance systems set forth herein to bring concerns forward for the purpose of obtaining a prompt and equitable resolution.

EXPLANATION OF COMPLAINT PROCESS AND PROCEDURE

The federal regulations implementing Title IX require the adoption and publication of two separate grievance systems: a grievance process for complaints of sex discrimination involving allegations of sexual harassment and grievance procedures for complaints of sex discrimination that are not sexual harassment. Accordingly, the Administration will process any complaints of sex discrimination involving allegations of sexual harassment, as defined above, pursuant to the **grievance process** set forth in Section I of these regulations. The Administration will process any complaints of sex discrimination that are not sexual harassment pursuant to the **grievance procedures** set forth in Section II of these regulations.

The School will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), or as required by law, or to carry out the purposes of these Administrative Regulations, including the conduct of any investigation, hearing, or judicial proceeding arising from these Administrative Regulations.

The obligation to comply with Title IX is not obviated or alleviated by the FERPA.

SECTION I. GRIEVANCE PROCESS FOR COMPLAINTS OF SEXUAL HARASSMENT

A. Definitions

- **Bias** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decision-maker(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 prejudgment of the facts at issue in the investigation.
- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- A **conflict of interest** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decision-maker(s) have personal, financial and/or familial interests that affected the outcome of the investigation.
- For purposes of investigations and complaints of sexual harassment, **education program or activity** includes locations, events, or circumstances over which the Board exercises substantial control over both the respondent and the context in which the sexual harassment occurs.
- **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 the Board or working in a

public elementary, middle or high school; or (B) any other individual who, in the performance of his or her duties, has regular contact with students and who provides services to or on behalf of students enrolled in a public elementary, middle or high school, pursuant to a contract with the Board.

- **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the Administration investigate the allegation of sexual harassment. A “document filed by a complainant” means a document or electronic submission that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.
- **Respondent** means an individual who has been alleged to be the perpetrator of conduct that could constitute sexual harassment.
- **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the School’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, increased security and monitoring, and other similar measures.

B. Reporting Sexual Harassment

1. It is the express policy of the Board to encourage victims of sexual harassment to report such claims. Any person may report sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator. If the School receives notice of sexual harassment or alleged sexual harassment against a student in the School’s education program or activity, the Title IX Coordinator or designee will promptly contact the complainant to discuss the availability of supportive measures, whether or not the complainant has filed a formal complaint, and will consider the complainant’s wishes with respect to such measures. If the complainant has yet to file a formal complaint, the Title IX Coordinator or designee will explain to the complainant the process for doing so.
2. The School will treat complainants and respondents equitably. A respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility will be made at the conclusion of the grievance process if a formal complaint is filed. Nothing in this Regulation shall limit or preclude the School from removing a respondent from the School’s education program or activity on an emergency basis, provided that the School undertakes an individualized safety and

risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. If a respondent is removed on an emergency basis, the School shall provide the respondent with notice and an opportunity to challenge the decision immediately following the removal.

C. Formal Complaint and Grievance Process

1. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed for the Title IX Coordinator. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the School's education programs or activity. A formal complaint may be signed by the Title IX Coordinator. If the complaint being filed is against the Title IX Coordinator, the formal complaint should be filed with the Superintendent. If the formal complaint being filed is against the Superintendent, the formal complaint should be filed with the Board Chair, who will then retain an independent investigator to investigate the matter.
2. The School may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. If possible, formal complaints should be filed within ten (10) school days of the alleged occurrence in order to facilitate the prompt and equitable resolution of such claims. The School will attempt to complete the formal grievance process within ninety (90) school days of receiving a complaint. This timeframe may be temporarily delayed or extended in accordance with Subsection G of this Section.
3. Upon receipt of a formal complaint, if the Title IX Coordinator or designee has not already discussed the availability of supportive measures with the complainant, the Title IX Coordinator or designee will promptly contact the complainant to discuss the availability of such measures and consider the complainant's wishes with respect to them. The Title IX Coordinator or designee may also contact the respondent, separately from the complainant, to discuss the availability of supportive measures for the respondent. The School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the School to provide supportive measures.
4. Within ten (10) school days of receiving a formal complaint, the School will provide the known parties with written notice of the allegations potentially constituting sexual harassment and a copy of this grievance process. The written notice must also include the following:
 - i. The identities of the parties involved in the incident, if known;
 - ii. The conduct allegedly constituting sexual harassment as defined above;
 - iii. The date and the location of the alleged incident, if known;

- iv. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- v. A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
- vi. A statement of any provision in the School's Student Discipline Policy or any other policy that prohibits knowingly making false statements of knowingly submitting false information during the grievance process.

If, in the course of an investigation, the School decides to investigate allegations about the complainant or respondent that are not included in the written notice, the School must provide notice of the additional allegations to the parties whose identities are known.

5. The parties may have an advisor of their choice accompany them during any grievance proceeding at which the party's attendance is required. The School may, in its discretion, establish certain restrictions regarding the extent to which an advisor may participate in the proceedings. If any such restrictions are established, they will be applied equally to all parties.
6. The Title IX Coordinator will, as applicable, promptly commence an investigation of the formal complaint, designate a school administrator to promptly investigate the formal complaint, or dismiss the formal complaint in accordance with Subsection F of this Section. The standard of evidence to be used to determine responsibility is the preponderance of the evidence standard (i.e., more likely than not). ***[Note: A school may choose to use a "clear and convincing evidence" standard instead. A clear and convincing evidence standard is a higher evidentiary burden than the preponderance of evidence standard. The clear and convincing evidence standard is understood to mean that a decision-maker must conclude that a fact is highly probable to be true, as opposed to a "more likely than not" under the preponderance of the evidence standard. The same standard of evidence for formal complaints must be used for both employees and students. Schools may wish to consult legal counsel regarding selection of an evidentiary standard.]*** The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the School and not on the parties.
7. The parties will be given an equal opportunity to discuss the allegations under investigation with the investigator(s) and are permitted to gather and present relevant evidence. This opportunity includes presenting witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The School will provide to a party whose participation is invited or expected (including a witness), written notice of the date, time, location, participants, and purpose of all hearings (if applicable), investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.

8. Both parties will be given an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including the evidence upon which the School does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. Prior to completion of the investigative report, the School will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have ten (10) school days to submit a written response, which the investigator(s) will consider prior to completion of the investigative report, as described in Paragraph 9 of this section.
9. The investigator(s) will create an investigative report that fairly summarizes relevant evidence. The investigator(s) will send the investigative report, in an electronic format or hard copy, to each party and to each party's advisor for their review and written response at least ten (10) school days prior to the time a determination regarding responsibility is made.
10. The Executive Director will appoint a decision-maker(s), who shall be a School employee or third-party contractor and who shall be someone other than the Title IX Coordinator or investigator(s). If the complaint filed is against the Superintendent, the Board Chair shall appoint the decision-maker, who shall be a School employee or third-party contractor and who shall be someone other than the Title IX Coordinator or investigator(s). The investigator(s) and the decision-maker(s) shall not discuss the investigation's facts and/or determination while the complaint is pending. The decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decisions to exclude a question as not relevant.
11. The decision-maker(s) will issue a written determination regarding responsibility. The written determination will include: (1) identification of the allegations potentially constituting sexual harassment; (2) a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held; (3) findings of fact supporting the determination; (4) conclusions regarding the application of the School's code of conduct to the facts; (5) a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the School will impose on the respondent, and whether remedies designed to restore or preserve equal access to the School's education program or activity will be provided by the School to the

complainant; and (6) the School's procedures and permissible bases for the complainant and respondent to appeal. If the respondent is found responsible for violating the Board's Policy regarding the Prohibition of Sex Discrimination and Sexual Harassment (Students), the written determination shall indicate whether the respondent engaged in sexual harassment as defined by the Board's Policy and these Administrative Regulations. The written determination will be provided to both parties simultaneously.

12. Student respondents found responsible for violating the Board's Policy regarding Title IX of the Education Amendments of 1972-Prohibition of Sex Discrimination and Sexual Harassment (Students) may be subject to discipline up to and including expulsion. Employee respondents found responsible for violating the Board's Policy regarding Title IX of the Education Amendments of 1972-Prohibition of Sex Discrimination and Sexual Harassment (Students) may be subject to discipline up to and including termination of employment. Other respondents may be subject to exclusion from the School's programs, activities and/or property. In appropriate circumstances, the School may make a criminal referral. Remedies will be designed to restore or preserve equal access to the School's education programs or activities.
13. After receiving notification of the decision-maker(s)' decision, or after receiving notification that the School dismissed a formal complaint or any allegation therein, both complainant and respondent may avail themselves of the appeal process set forth in Section V of this Regulation.

D. Informal Resolution

At any time prior to reaching a determination regarding responsibility, but only after the filing of a formal complaint, the School may suggest to the parties the possibility of facilitating an informal resolution process, such as mediation, to resolve the formal complaint without the need for a full investigation and adjudication. If it is determined that an informal resolution may be appropriate, the Title IX Coordinator or designee will consult with the parties.

Prior to facilitating an informal resolution to a formal complaint, the Title IX Coordinator or designee will provide the parties with written notice disclosing the sexual harassment allegations, the requirements of an informal resolution process, and any consequences from participating in the informal resolution process. Upon receipt of this document, complainants and respondents have five (5) school days to determine whether they consent to participation in the informal resolution. The School must obtain voluntary, written consent to the informal resolution process from both parties.

Prior to agreeing to any resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint. If a satisfactory resolution is reached through this informal process, the matter will be considered resolved. If these efforts are unsuccessful, the formal grievance process will continue.

Nothing in this section precludes a student 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 School's facilitation of the informal resolution.

An informal resolution is not permitted to resolve allegations that an employee sexually harassed a student.

E. Appeal Process

After receiving notification of the decision-maker(s)' decision, or after receiving notification that the School dismissed a formal complaint or any allegation therein, both complainant and respondent have five (5) school days to submit a formal letter of appeal to the Title IX Coordinator specifying the grounds upon which the appeal is based.

Appeals will be appropriate only in the following circumstances:

- new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- procedural irregularity that affected the outcome of the matter;
- the Title IX Coordinator, investigator(s), and/or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter. A conflict of interest or bias does not exist solely because the Title IX Coordinator, investigators(s), and/or decision-maker(s) previously worked with or disciplined the complainant or respondent.

The School will provide the other party with written notice of such appeal. Both parties will then have an opportunity to submit a written statement in support of, or challenging, the outcome. Such written statement must be submitted ten (10) school days after receiving written notice of the appeal. Upon receipt of an appeal, the Superintendent shall appoint a decision-maker(s) for the appeal, who shall be someone other than the Title IX Coordinator, investigator(s), or initial decision-maker(s). The decision-maker(s) for the appeal, in their discretion, will determine the appropriate procedure for the appeal. After considering the parties' written statements, the decision-maker(s) for the appeal will provide a written decision. If it is found that one of the bases for appeal exists, the decision-maker(s) for the appeal will issue an appropriate remedy.

Supportive measures for either or both parties may be continued throughout the appeal process.

F. Dismissal of a Formal Complaint

The Title IX Coordinator shall dismiss any formal complaint that, under Title IX 1) would not constitute sexual harassment as defined under Title IX even if proved, 2) did not occur in the School's education program or activity, or 3) did not occur against a person in the United States. Such dismissal does not preclude action under another Board policy.

The School may dismiss a formal complaint or any allegations therein, if at any time during the investigation or hearing a complainant notifies the Title IX Coordinator in writing that 1) the complainant would like to withdraw the formal complaint or any allegations therein; 2) the respondent is no longer enrolled or employed in the School; or 3) specific circumstances prevent

the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal, the School will promptly and simultaneously send written notice of the dismissal and reason(s) therefor to each party. Either party can appeal from the School's dismissal of a formal complaint or any allegations therein using the appeals procedure.

In the event a formal complaint is dismissed prior to the issuance of a decision under Title IX, the Title IX Coordinator shall determine if the allegations of sexual harassment shall proceed through the grievance procedures identified in Section II of these Administrative Regulations for claims of sex discrimination for consideration as to whether the allegations constitute sexual harassment under Connecticut law.

A dismissal pursuant to this section does not preclude action by the School under the Student Discipline policy, Code of Conduct for students/or and employees, or any other applicable rule, policy, and/or collective bargaining agreement.

G. Miscellaneous

1. Any timeframe set forth in these Administrative Regulations may be temporarily delayed or extended for good cause. Good cause may include, but is not limited to, considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; concurrent activity by the Department of Children and Families; or the need for language assistance or accommodation of disabilities. If any timeframe is altered on a showing of good cause, written notice will be provided to each party with the reasons for the action.
2. If a sexual harassment complaint raises a concern about bullying behavior, the Title IX Coordinator or designee shall notify the Safe School Climate Specialist or designee who shall coordinate any bullying investigation with the Title IX Coordinator, to promote the alignment of any such bullying investigation with the requirements of applicable Board policies and state law. Additionally, if a sexual harassment complaint raises a concern about discrimination or harassment on the basis of any other legally protected classification (such as race, religion, color, national origin, age, or disability), the Title IX Coordinator or designee shall make a referral to other appropriate personnel within the School (e.g. Section 504 Coordinator, etc.), so as to ensure that any such investigation complies with the requirements of policies regarding nondiscrimination.
3. If the sexual harassment complaint results in reasonable cause to suspect or believe that a child has been abused or neglected, has had a nonaccidental physical injury, or injury which is at variance with the history given of such injury, is placed at imminent risk of serious harm, or that a student has been sexually assaulted by a school employee, then, the person to whom the complaint is given or who receives such information shall report such matters in accordance with the Board's policy on the Reports of Suspected Child Abuse or Neglect of Children.

4. Retaliation against any individual who complains pursuant to the Board's Policy regarding Title IX of the Education Amendments of 1972-Prohibition of Sex Discrimination and Sexual Harassment (Students) and these Administrative Regulations is strictly prohibited. The School will take actions designed to prevent retaliation as a result of filing a complaint. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination described herein.
5. The School will maintain for a period of seven (7) years records of:
 - i. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the Board's education program or activity;
 - ii. Any appeal and the result therefrom;
 - iii. Any informal resolution and the result therefrom; and
 - iv. All material used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The Board will make these training materials publicly available on its website.

If the School has actual knowledge of sexual harassment in an education program or activity of the Board, and for any report or formal complaint of sexual harassment, the School will create and maintain for a period of seven (7) years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. The School will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the Board's education program or activity. If the School does not provide a complainant with supportive measures, then the School will document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

SECTION II. GRIEVANCE PROCEDURES FOR CLAIMS OF SEX DISCRIMINATION (OTHER THAN SEXUAL HARASSMENT UNDER TITLE IX)

A. Definitions

- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sex discrimination.
- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sex discrimination.

B. Reporting Sex Discrimination Other than Sexual Harassment under Title IX

It is the express policy of the Board to encourage victims of sex discrimination to report such claims. Any person may report sex discrimination (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator. If the School receives notice of sex

discrimination or alleged sex discrimination against a student in the School's education program or activity, the Title IX Coordinator or designee will promptly notify the complainant of the grievance process. The School will treat complainants and respondents equitably during the grievance process. Sexual harassment is a form of sex discrimination, and any incident of sexual harassment under Title IX, as defined above, shall be handled pursuant to Section I of these Administrative Regulations. Any allegations of sexual harassment under Connecticut law, as defined above, shall be handled pursuant to this Section II of these Administrative Regulations.

C. Grievance Procedures

1. As soon as a student feels that he or she has been subjected to sex discrimination other than sexual harassment as defined under Title IX (including, without limitation, sexual harassment under Connecticut law), he/she or his/her parent/legal guardian should make a written complaint to the Title IX Coordinator or to the building principal, or his/her designee. The student will be provided a copy of the Board's policy and Administrative Regulations and made aware of his or her rights. Preferably, complaints should be filed within ten (10) school days of the alleged occurrence. Timely reporting of complaints facilitates the investigation and resolution of such complaints.
2. The complaint should state the:
 - i. Name of the complainant;
 - ii. Date of the complaint;
 - iii. Date(s) of the alleged discrimination;
 - iv. Name(s) of the discriminator(s);
 - v. Location where such discrimination occurred;
 - vi. Names of any witness(es) to the discrimination;
 - vii. Detailed statement of the circumstances constituting the alleged discrimination; and
 - viii. Remedy requested.
3. Any student who makes an oral complaint of sex discrimination to any of the above-mentioned personnel will be provided a copy of these Administrative Regulations and will be requested to make a written complaint pursuant to the above procedure. In appropriate circumstances, such as due to the age of the student making the complaint, a parent or school administrator may be permitted to fill out the form on the student's behalf.
4. All complaints are to be forwarded immediately to the building principal or designee unless that individual is the subject of the complaint, in which case the complaint should be forwarded directly to the Superintendent of Schools or his/her designee. In addition, a copy of any complaint filed under this Policy shall be forwarded to the Title IX Coordinator. If the complaint being filed is against the Title IX Coordinator, the complaint should be filed with the Superintendent. If the complaint being filed is against the Superintendent, the complaint should be filed with the Board Chair, who will then retain an independent investigator to investigate the matter.

5. The Title IX Coordinator or designee shall investigate all complaints of sex discrimination against a student, regardless of whether the conduct occurred on or off-school grounds. Complaints will be investigated promptly within the timeframes identified below. Timeframes may be extended as needed given the complexity of the investigation, availability of individuals with relevant information, and other extenuating circumstances. The investigation shall be conducted discreetly, maintaining confidentiality insofar as possible while still conducting an effective and thorough investigation.
6. Any student who makes a complaint shall be notified of the School's intent to investigate the complaint. In the event the student requests confidentiality or that an investigation not be conducted, the School will take reasonable steps to investigate and respond to the complaint to the extent possible, given the request for confidentiality or that the School not investigate the complaint. If the student insists that his/her personally identifiable information not be shared with the alleged discriminator(s), the student will be informed that the School's ability to investigate and/or take corrective action may be limited.
7. Upon receipt of a sex discrimination complaint, the Title IX Coordinator shall either promptly commence an investigation of the complaint, or shall designate a school administrator to promptly investigate the complaint. The Title IX Coordinator or designee shall:
 - i. offer to meet with the complainant and respondent (if applicable) separately within ten (10) school days to discuss the nature of the complaint, identify individuals the complainant and respondent (if applicable) believe have relevant information, and obtain any relevant documents the complainant and respondent may have;
 - ii. provide the complainant and respondent (if applicable) with a copy of the Board's sex discrimination policy and accompanying regulations;
 - iii. consider whether any interim measures may be appropriate to protect the complainant or respondent (if applicable), pending the outcome of the investigation;
 - iv. conduct an investigation that is adequate, reliable, and impartial. Investigate the factual basis of the complaint, including, as applicable, conducting interviews with individuals deemed relevant to the complaint;
 - v. consider whether alleged sex discrimination has created a hostile school environment, including consideration of the effects of off-campus conduct on the school;
 - vi. communicate the outcome of the investigation in writing to the complainant, to the respondent, and to any individual properly identified as a party to the complaint (to the extent permitted by state and federal confidentiality requirements), within ninety (90) school days from the date the complaint was received by the Executive Director's office. The investigator may extend this

deadline for no more than fifteen (15) additional school days if needed to complete the investigation. The complainant and respondent (if applicable) shall be notified of such extension. The written notice shall include a finding whether the complaint was substantiated and if so, shall identify, to the extent possible, how the School will remedy the discrimination, adhering to the requirements of state and federal law; and

- vii. when sex discrimination has been found, take steps that are reasonably calculated to end the discrimination, take corrective and/or disciplinary action aimed at preventing the recurrence of the discrimination, as deemed appropriate by the Superintendent or his/her designee, and take steps to remedy the effects of the sex discrimination.
8. If a complaint is made during summer recess, the complaint will be reviewed and addressed as quickly as possible given the availability of staff and/or other individuals who may have information relevant to the complaint. If fixed timeframes cannot be met, the complainant and respondent will receive notice and interim measures may be implemented as necessary.
 9. If the complainant or respondent (if applicable) is dissatisfied with the findings of the investigation, he or she may file a written appeal within five (5) school days to the Title IX Coordinator, or, if he/she conducted the investigation, to the Superintendent of Schools, who shall review the Title IX Coordinator or designee's written report, the information collected by the Title IX Coordinator or designee together with the recommended disposition of the complaint to determine whether the alleged conduct constitutes sex discrimination. The Title IX Coordinator or Executive Director may determine if further action and/or investigation is warranted. After completing this review, the Title IX Coordinator or Executive Director shall respond to the complainant and respondent (if applicable), in writing, within fifteen (15) school days following the receipt of the written request for review.

D. Miscellaneous

1. If a sex discrimination complaint raises a concern about bullying behavior, the Title IX Coordinator shall notify the Safe School Climate Specialist or designee who shall coordinate any bullying investigation with the Title IX Coordinator, to promote the alignment of any such bullying investigation with the requirements of applicable Board policies and state law. Additionally, if a sex discrimination complaint raises a concern about discrimination or harassment on the basis of any other legally protected classification (such as race, religion, color, national origin, age, or disability), the Title IX Coordinator or designee shall make a referral to other appropriate personnel within the School (e.g. Section 504 Coordinator, etc.), so as to ensure that any such investigation complies with the requirements of policies regarding nondiscrimination.
2. If the sex discrimination complaint results in reasonable cause to suspect or believe that a child has been abused or neglected, has had a nonaccidental physical injury, or injury which is at variance with the history given of such injury, is placed at imminent risk of

serious harm, or that a student has been sexually assaulted by a school employee, then, the person to whom the complaint is given or who receives such information shall report such matters in accordance with the Board's policy on the Reports of Suspected Child Abuse or Neglect of Children.

3. Retaliation against any individual who complains pursuant to the Board's Policy regarding Title IX of the Education Amendments of 1972-Prohibition of Sex Discrimination and Sexual Harassment (Students) and these Administrative Regulations is strictly prohibited. The School will take actions designed to prevent retaliation as a result of filing a complaint. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination described herein.

Section III. Further Reporting

At any time, a complainant alleging sex discrimination or sexual harassment may also file a formal complaint with the 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).

Students may also make a report of sexual harassment and/or sex discrimination to the Connecticut Commission on Human Rights and Opportunities, 450 Columbus Boulevard, Hartford, CT 06103-1835 (Telephone: 860-514-3400).

Copies of these Administrative Regulations will be distributed to all students.

11/23/2020

Appendix A

Sexual Assault: An offense classified as forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

Rape—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of the person's age or because of the person's temporary or permanent mental or physical incapacity.

Sodomy—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of the person's age or because of the person's temporary or permanent mental or physical incapacity.

Sexual Assault With An Object—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of the person's age or because of the person's temporary or permanent mental or physical incapacity.

Fondling—The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because of the person's age or because of the person's temporary or permanent mental or physical incapacity.

Incest—Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

Statutory Rape—Nonforcible sexual intercourse with a person who is under the statutory age of consent.

Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others; or suffer substantial emotional distress.

Affirmative Consent means an active, clear and voluntary agreement by a person to engage in sexual activity with another person.

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:

- A. 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.
- B. Affirmative consent may be revoked at any time during the sexual activity by any person engaged in the sexual activity.
- C. It is the responsibility of each person to ensure that he or she 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.
- D. It shall not be a valid excuse to an alleged lack of affirmative consent that the respondent to the alleged violation believed that the complainant consented to the sexual activity:
 - (i) because the respondent was intoxicated or reckless or failed to take reasonable steps to ascertain whether the complainant affirmatively consented, or
 - (ii) 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.
- E. The existence of a past or current dating or sexual relationship between the complainant and the respondent, in and of itself, shall not be determinative of a finding of affirmative consent.

**COMPLAINT FORM REGARDING SEXUAL HARASSMENT UNDER TITLE IX
(STUDENTS)**

This complaint form should be used for complaints of sexual harassment as defined on page 1 of the Board's Administrative Regulations Regarding Title IX of the Education Amendments of 1972 - Prohibition of Sex Discrimination and Sexual Harassment (Students)

Name of the complainant _____

Date of the complaint _____

Date of the alleged sexual harassment _____

Name or names of the sexual harasser(s) _____

Location where such sexual harassment occurred _____

Name(s) of any witness(es) to the sexual harassment

Detailed statement of the circumstances constituting the alleged sexual harassment

Remedy requested _____

Signature of Complainant or Title IX Coordinator: _____

11/23/2020

**COMPLAINT FORM REGARDING SEX DISCRIMINATION (OTHER THAN SEXUAL
HARASSMENT UNDER TITLE IX) (STUDENTS)**

*This complaint form should be used for complaints of sex discrimination as defined on page 1 of the Board's
Administrative Regulations Regarding Title IX of the Education Amendments of 1972 - Prohibition of Sex
Discrimination and Sexual Harassment (Students)*

Name of the complainant _____

Date of the complaint _____

Date of the alleged sex discrimination _____

Name or names of the sex discriminator(s) _____

Location where such sex discrimination occurred _____

Name(s) of any witness(es) to the sex discrimination _____

Detailed statement of the circumstances constituting the alleged sex discrimination

Remedy requested _____

Signature: _____

*SAMPLE WRITTEN NOTICE FOR FORMAL COMPLAINTS OF SEXUAL
HARASSMENT*



NOTICE OF SEXUAL HARASSMENT ALLEGATIONS UNDER TITLE IX

In accordance with the Board's Policy and Administrative Regulations Regarding Title IX of the Education Amendments of 1972 - Prohibition of Sex Discrimination and Sexual Harassment (Students), a formal complaint of sexual harassment has been filed with the Title IX Coordinator.

Identities of the parties involved, if known:

(Complainant(s))
(Respondent(s))

The conduct allegedly constituting sexual harassment:

The date and the location of the alleged incident, if known:

The Title IX Coordinator or designee will contact the parties regarding the next step in the grievance process. Questions can be directed to the Title IX Coordinator: **[INSERT CONTACT INFORMATION FOR TITLE IX COORDINATOR]**

The respondent is presumed not responsible for the alleged conduct. A determination regarding responsibility is made at the conclusion of the grievance process.

All parties involved may have an advisor of their choice who may be, but it not required to be, an attorney. This advisor may inspect and review evidence as permitted by the Board's Administrative Regulations Regarding Title IX of the Education Amendments of 1972 - Prohibition of Sex Discrimination and Sexual Harassment (Students).

It is a violation of the Board's Student Discipline Policy to lie to school officials or otherwise engage in dishonest behavior, which includes knowingly making false statements or knowingly submitting false information during the grievance process. Any student who knowingly makes false statements or knowingly submits false information during this grievance process will be subject to sanctions pursuant to the Board's Student Discipline Policy. Any employee who knowingly makes false statements or knowing submits false information during this grievance process is subject to discipline, up to and including termination.

A copy of the Board's Policy and Administrative Regulations Regarding Title IX of the Education Amendments of 1972 - Prohibition of Sex Discrimination and Sexual Harassment (Students) is included with this notice.

11/23/2020

The logo for ISAAC (International Society for the Advancement of Asteroid and Comet Research) is located in the bottom right corner. It features the letters "ISAAC" in a blue, serif font. A red, stylized graphic element, resembling a comet or an asteroid, is positioned above the letter "A".

In accordance with the Board's Policy and Administrative Regulations Regarding Title IX of the Education Amendments of 1972 - Prohibition of Sex Discrimination and Sexual Harassment (Students), a formal complaint of sexual harassment has been filed with the Title IX Coordinator. The Board has an informal resolution process to promptly and equitably resolve such complaints using mediation *[alternatively, could be restorative justice]*. This informal resolution process will only be utilized if both the Complainant and Respondent agree to do so.

The conduct allegedly constituting sexual harassment: _____

If both parties agree to a resolution, that resolution is binding upon both parties and cannot be changed or appealed.

The School will maintain for a period of seven (7) years records of the informal resolution process and results therefrom.

I voluntarily consent to the informal resolution process:

Complainant	Date
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Parent/Guardian of Complainant
Date

Respondent	Date
------------	------

Parent/Guardian of Respondent	Date
-------------------------------	------



Series 5000 Students

RESTORATIVE PRACTICES RESPONSE POLICY

The [] Board of Education (the “Board”) is committed to identifying strategies to improve school climate, including, but not limited to, by responding to challenging behavior and implementing evidence and research-based interventions, including restorative practices. Restorative practices may be implemented by school employees for incidents of challenging behavior, bullying, and/or harassment in the school environment, or other forms of student conflict that is nonviolent and does not constitute a crime. Restorative practices shall not include the involvement of a school resource officer or other law enforcement official unless such challenging behavior or other conflict escalates to violence and/or constitutes a crime. In addition, the [] Public Schools (the “District”) shall address challenging behavior, bullying, and harassment in accordance with the Board’s Student Discipline policy and any other applicable Board policy, administrative regulations, and/or school rules.

For purposes of this policy:

- “Restorative practices” means evidence and research-based system-level practices that focus on (A) building high-quality, constructive relationships among the school community, (B) holding each student accountable for any challenging behavior, and (C) ensuring each such student has a role in repairing relationships and reintegrating into the school community.
- “Challenging behavior” means behavior that negatively impacts school climate or interferes, or is at risk of interfering, with the learning or safety of a student or the safety of a school employee.
- “Bullying” means unwanted and aggressive behavior among children in grades kindergarten to twelve, inclusive, that involves a real or perceived power imbalance. “Bullying” includes “cyberbullying”, which means any act of bullying through the use of the Internet, interactive and digital technologies, cellular mobile telephone or other mobile electronic devices or any other electronic communication.

- “School climate” means the quality and character of the school life, with a particular focus on the quality of the relationships within the school community, and which is based on patterns of people’s experiences of school life and that reflects the norms, goals, values, interpersonal relationships, teaching, learning, leadership practices and organizational structures within the school community.
- “School climate improvement plan” means a building-specific plan developed by the school climate committee, in collaboration with the school climate specialist, using school climate survey data and any other relevant information, through a process that engages all members of the school community and involves such members in a series of overlapping systemic improvements, school-wide instructional practices and relational practices that prevent, identify and respond to challenging behavior, including, but not limited to, alleged bullying and harassment in the school environment.
- “School environment” means a school-sponsored or school-related activity, function or program, whether on or off school grounds, including at a school bus stop or on a school bus or other vehicle owned, leased or used by the Board, and may include other activities, functions or programs that occur outside of a school-sponsored or school-related activity, function or program if bullying at or during such other activities, functions or programs negatively impacts the school environment.

The Board directs the administration of the District to develop a continuum of strategies to prevent, identify, and respond to challenging behavior, bullying, and harassment. Such strategies shall include research-based interventions, including restorative practices, and may be included in each school’s school climate improvement plan. Such strategies shall be shared with the school community, including, but not limited to, through publication in the relevant student handbook.

The Board further directs the Superintendent or designee to collect and maintain data regarding types of challenging behavior addressed using the Restorative Practices Response Policy and data concerning the implementation of restorative practices.

Legal References:

Conn. Gen. Stat. § 10-222aa

Conn. Gen. Stat. § 10-222dd

Conn. Gen. Stat. § 10-222jj

ADOPTED:

REVISED:

3/5/2025

This Connecticut School Climate Policy was developed by the Connecticut Association of Boards of Education (CABE) with technical and substantive guidance from the Commission on Women, Children, Seniors, Equity & Opportunity (CWCSEO) and other members of the statewide Social Emotional Learning and School Climate Collaborative.¹

The policy was developed to provide districts guidance on recent revisions to Connecticut's school climate law, Public Act 23-167. In accordance with [Public Act 23-167, An Act Concerning Transparency in Education](#), for the school years commencing July 1, 2023, and July 1, 2024, each local and regional board of education **may adopt** and implement the Connecticut School Climate Policy, in lieu of implementing the provisions of sections 10-222d, 10-222g to 10-222i, inclusive, 10-222k and 10-222p of the general statutes.

For the school year commencing July 1, 2025, and each school year thereafter, **each local and regional board of education shall adopt** and implement the Connecticut School Climate Policy.

This policy **does not modify or eliminate** any rights or obligations under state and federal laws, including any constitutional and civil rights protections or any other applicable policies and procedures or collective bargaining agreements.

¹ [Chapter 170 - Boards of Education \(ct.gov\)](#)

5131.911

Connecticut School Climate Policy
Updated October 2023

Policy Statement

All schools must support and promote teaching and learning environments where all students thrive academically and socially, have a strong and meaningful voice, and are prepared for lifelong success.

Implementation of the following set of guiding principles and systemic strategies will promote a positive school climate, which is essential to achieving these goals.

This policy sets forth the framework for an effective and informed school climate improvement process, which includes a continuous cycle of (i) planning and preparation, (ii) evaluation, (iii) action planning, and (iv) implementation, and serves to actualize the Connecticut School Climate Standards, as detailed herein.

The Board recognizes that improving school climate is contextual. Each school needs to consider its history, strengths, needs, and goals. Furthermore, this policy will support and promote the development of restorative action plans that will create and sustain safe and equitable learning environments.

The _____ District Board of Education adopts this policy.

Definitions:

- (1) "School climate" means the quality and character of the school life, with a particular focus on the quality of the relationships within the school community, and which is based on patterns of people's experiences of school life and that reflects the norms, goals, values, interpersonal relationships, teaching, learning, leadership practices and organizational structures within the school community.
- (2) "Positive Sustained School Climate" is the foundation for learning and positive youth development and includes:
 - a. Norms, values, and expectations that support people feeling socially, emotionally, culturally, racially, intellectually, and physically safe.
 - b. People who treat one another with dignity and are engaged, respected and solve problems restoratively.
 - c. A school community that works collaboratively together to develop, live, and contribute to a shared school vision.
 - d. Adults who model and nurture attitudes that emphasize the benefits and satisfaction gained from learning; and
 - e. A school community that contributes to the operations of the school and the care of the physical environment.
- (3) "Social and emotional learning" means the process through which children and adults achieve emotional intelligence through the competencies of self-awareness, self-management, social awareness, relationship skills and responsible decision-making.
- (4) "Emotional intelligence" means the ability to (A) perceive, recognize, and understand emotions in oneself or others, (B) use emotions to facilitate cognitive activities, including, but not limited to, reasoning, problem solving and interpersonal communication, (C) understand and identify emotions, and (D) manage emotions in oneself and others.
- (4) "Bullying" means unwanted and aggressive behavior among children in grades kindergarten to twelve, inclusive, that involves a real or perceived power imbalance.
- (5) "School environment" means a school-sponsored or school-related activity, function or program, whether on or off school grounds, including at a school bus stop or on a school bus or other vehicle owned, leased or used by a local or regional board of education, and may include other activities, functions or programs that occur outside of a school-sponsored or school-related activity, function or program if bullying at or during such other activities, functions or programs negatively impacts the school environment.

(6) "Cyberbullying" means any act of bullying through the use of the Internet, interactive and digital technologies, cellular mobile telephone or other mobile electronic devices or any other electronic communication.

(7) "Teen dating violence" means any act of physical, emotional or sexual abuse, including stalking, harassing and threatening, that occurs between two students who are currently in or who have recently been in a dating relationship.

(8) "Mobile electronic device" means any hand-held or other portable electronic equipment capable of providing data communication between two or more individuals, including, but not limited to, a text messaging device, a paging device, a personal digital assistant, a laptop computer, equipment that is capable of playing a video game or a digital video disk or equipment on which digital images are taken or transmitted.

(9) "Electronic communication" means any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectronic or photo-optical system.

(10) "School climate improvement plan" means a building-specific plan developed by the school climate committee, in collaboration with the school climate specialist, using school climate survey data and any other relevant information, through a process that engages all members of the school community and involves such members in a series of overlapping systemic improvements, school-wide instructional practices and relational practices that prevent, identify and respond to challenging behavior, including, but not limited to alleged bullying and harassment in the school environment.

(11) "Restorative practices" means evidence and research-based system-level practices that focus on (A) building high-quality, constructive relationships among the school community, (B) holding each student accountable for any challenging behavior, and (C) ensuring each such student has a role in repairing relationships and reintegrating into the school community.

(12) "School climate survey" means a research-based, validated and developmentally appropriate survey administered to students, school employees and families of students, in the predominant languages of the members of the school community, that measures and identifies school climate needs and tracks progress through a school climate improvement plan.

(13) "Connecticut school climate policy" means the school climate policy developed, updated and approved by an association in the state that represents boards of education and adopted by the Social and Emotional Learning and School Climate Advisory Collaborative, established pursuant to section 10-222q of the general statutes, as amended by this act, that provides a framework for an effective and democratically informed school climate improvement process that serves to implement Connecticut school climate standards, and includes a continuous cycle of (A) planning and preparation, (B) evaluation, (C) action planning, and (D) implementation.

(14) "School employee" means (A) a teacher, substitute teacher, administrator, school superintendent, school counselor, school psychologist, social worker, school nurse, physician, paraeducator or coach employed by a local or regional board of education, or (B) any other individual who, in the performance of his or her duties, has regular contact with students and who provides services to or on behalf of students enrolled in a public school, pursuant to a contract with a local or regional board of education.

(15) "School community" means any individuals, groups, businesses, public institutions and nonprofit organizations that are invested in the welfare and vitality of a public school system and the community in which it is located, including, but not limited to, students and their families, members of the local or regional board of education, volunteers at a school and school employees.

(16) "Challenging behavior" means behavior that negatively impacts school climate or interferes, or is at risk of interfering, with the learning or safety of a student or the safety of a school employee.

(17) "Evidence Based Practices" in education refers to instructional and school-wide improvement practices that systematic empirical research has provided evidence of statistically significant effectiveness.

(18) "Effective School Climate Improvement" is a restorative process that engages all stakeholders in the following six essential practices:

(A) Promoting decision-making that is collaborative and actively involves all stakeholders (e.g., school personnel, students, families, community members) with varied and meaningful roles and perspectives where all voices are heard;

(B) Utilizing psychometrically sound quantitative (e.g., school climate survey, discipline data) and qualitative (e.g., interviews, focus groups) data to drive action planning, preventive and intervention practices and implementation strategies that continuously improve all dimensions of school climate, including regularly collecting data to evaluate progress and inform the improvement process;

(C) Tailoring improvement goals to the unique needs of the students, educators, and broader school community. These goals shall be integrated into overall school improvement efforts thereby leveraging school strengths to address evidence-based areas of need, while sustaining the improvement process over time;

(D) Fostering adult learning in teams and/or professional learning communities to build capacity building among school personnel and develop common staff skills to educate the whole child;

(E) Basing curriculum, instruction, student supports, and interventions on scientific research and grounding in cognitive, social-emotional, and psychological theories of youth development. Interventions include strength-based programs and practices that together represent a comprehensive continuum of approaches to promote healthy student development and positive learning environments as well as address individual student barriers to learning and adult barriers to teaching; and

(F) Strengthening policies and procedures related to:

- a. climate and restorative informed teaching and learning environments.
- b. infrastructure to facilitate data collection, analysis, and effective planning.
- c. implementation of school climate improvement plans with the goal of becoming restorative.
- d. evaluation of the school climate improvement process; and
- e. sustainability of school climate and restorative improvement efforts.

School Climate Coordinator Roles and Responsibilities

For the school year commencing July 1, 2025, and each school year thereafter, the superintendent of schools for each school district, or an administrator appointed by the superintendent, shall serve as the school climate coordinator for the school district.

The school climate coordinator shall be responsible for:

- (1) providing district-level leadership and support for the implementation of the school climate improvement plan for each school.
- (2) collaborating with the school climate specialist, for each school to (A) develop a continuum of strategies to prevent, identify and respond to challenging behavior, including, but not limited to, alleged bullying and harassment in the school environment, and (B) communicate such strategies to the school community, including, but not limited to, through publication in the district student handbook;
- (3) collecting and maintaining data regarding school climate improvement, including, but not limited to, school discipline records, school climate assessments, attendance rates, social and emotional learning assessments, academic growth data, types and numbers of alleged and verified bullying complaints submitted by members of the school community, types and numbers of challenging behaviors addressed using the restorative practices response policy, and data

concerning the implementation and outcome of restorative practices, and

(4) meeting with the school climate specialist for each school at least twice during the school year to (A) identify strategies to improve school climate, including, but not limited to, by responding to challenging behavior and implementing evidence and research-based interventions, such as restorative practices, (B) propose recommendations for revisions to the school climate improvement plan, and (C) assist with the completion of the school climate survey.

School Climate Specialist

For the school year commencing July 1, 2025, and each school year thereafter, the principal of each school, or a school employee who holds professional certification pursuant to section 10-145 of the general statutes, is trained in school climate improvement or restorative practices and is designated as the school climate specialist by the school principal, shall serve as the school climate specialist for the school.

The school climate specialist shall be responsible for:

- (1) leading in the prevention, identification, and response to challenging behavior, including, but not limited to, reports of alleged bullying and harassment.
- (2) implementing evidence and research-based interventions, including, but not limited to, restorative practices.
- (3) scheduling meetings for and leading the school climate committee; and
- (4) leading the implementation of the school climate improvement plan.

School Climate Committee

For the school year commencing July 1, 2025, and each school year thereafter, each school climate specialist shall appoint members to the school climate committee who are diverse, including members who are racially, culturally, and linguistically representative of various roles in the school community.

The school climate committee shall consist of:

- (1) the school climate specialist.
- (2) a teacher selected by the exclusive bargaining representative for certified employees chosen pursuant to section 10-153b of the general statutes.

(3) a demographically representative group of students enrolled at the school, as developmentally appropriate.

(4) families of students enrolled at the school; and

(5) at least two members of the school community, as determined by the school climate specialist.

Membership of the school climate committee shall be annually reviewed and approved by the school climate specialist, in coordination with the school climate coordinator.

The school climate committee shall be responsible for:

(1) assisting in the development, annual scheduling, and administration of the school climate survey, and reviewing of the school climate survey data.

(2) using the school climate survey data to identify strengths and challenges to improve school climate, and to create or propose revisions to the school climate improvement plan.

(3) assisting in the implementation of the school climate improvement plan and recommending any improvements or revisions to the plan.

(4) advising on strategies to improve school climate and implementing evidence and research-based interventions, including, but not limited to, restorative practices, in the school community.

(5) annually providing notice of the uniform challenging behavior and/or bullying complaint form, or similar complaint form used by the school, to the school community.

School Climate Survey

For the school year commencing July 1, 2025, and biennially thereafter, the school climate committee, for each school, shall administer a school climate survey to students, school employees and families of students, provided the parent or guardian of each student shall receive prior written notice of the content and administration of such school climate survey and shall have a reasonable opportunity to opt such student out of such school climate survey.

School Climate Improvement Plan

For the school year commencing July 1, 2025, and each school year thereafter, the school climate specialist, for each school, in collaboration with the school climate coordinator, shall develop, and update as necessary, a school climate improvement plan. Such plan shall be based on the results of the school climate survey, any recommendations from the school climate committee, including

the protocols, supports, and any other data the school climate specialist and school climate coordinator deem relevant. Such plan shall be submitted to the school climate coordinator for review and approval on or before December thirty-first of each school year. Upon approval of such plan, a written or electronic copy of such plan shall be made available to members of the school community and such plan shall be used in the prevention of, identification of and response to all challenging behavior.

Additionally, districts may place the school climate improvement plans into their district and school improvement plans.

Training

For the school year commencing July 1, 2024, and each school year thereafter, each local and regional board of education shall provide resources and training to school employees regarding:

- (1) social and emotional learning.
- (2) school climate and culture and evidence and research-based interventions; and
- (3) restorative practices.

Such resources and training may be made available at each school under the jurisdiction of such board and include technical assistance in the implementation of a school climate improvement plan. Any school employee may participate in any such training offered by the board under this section. The school climate coordinator, shall select, and approve, the individuals or organizations that will provide such training.

Funding

The school district shall in its discretion allocate sufficient funding to satisfy the requirements of this policy for all schools in the district. Such funding shall be distributed accordingly, with Superintendent approval, for assessments and professional development, as well as for school community outreach, training, and technical assistance.

Accountability

The Board shall adopt and allocate adequate resources to support the Connecticut School Climate Policy and adhere to state regulations set forth in Public Act 23-167.

Connecticut School Climate Standards

1. The school district community² has a shared vision and plan for promoting and sustaining a positive school climate³ that focuses on prevention, identification, and response to *all* challenging behavior⁴.
2. The school district community adopts policies that promote:
 - a) a sound school environment that the develops and sustains academic, social, emotional, ethical, civic, and intellectual skills; and
 - b) a restorative school environment focused on overcoming barriers to teaching and learning by building and supporting meaningful school-wide relationships, and intentionally re-engaging any disengaged students, educators, and families of students in the school community.
3. The school community's practices are identified, prioritized, and supported to:
 - a) promote learning and the positive academic, social, emotional, ethical, and civic development of students.
 - b) enhance engagement in teaching, learning, and school-wide activities.
 - c) address barriers to teaching and learning; and
 - d) develop and sustain a restorative infrastructure that builds capacity, accountability, and sustainability.
4. The school community creates a school environment⁵ where *everyone* is safe, welcomed, supported, and included in all school-based activities.
5. The school community creates a restorative system that cultivates a sense of belonging through norms and activities that promote social and civic responsibility, and a dedication to cultural responsiveness, diversity, equity, and inclusion.

² School Community means any individuals, groups or businesses, public institutions and nonprofit organizations invested in the welfare and vitality of a public school system and the community in which it is located, including, but not limited to, students and their families, members of the local or regional board of education, volunteers at a school and school employees.

³ School climate means the quality and character of the school life, with a particular focus on the quality of relationships within the school community, and which is based on patterns of people's experiences of school life, and that reflects the norms, goals, values and interpersonal relationships, teaching, learning, leadership practices and organizational structures within the school community.

⁴ Challenging behavior means behavior that negatively impacts school climate or interferes, or is at risk of interfering, with the learning or safety of a student or the safety of a school employee.

⁵ School environment means a school-sponsored or school-related activity, function or program, whether on or off school grounds, including at a school bus stop or on a school bus or other vehicle owned, leased or used by a local or regional board of education, and may include other activities, functions or programs if bullying at or during such other activities, functions, or programs negatively impacts the school environment.

SCHOOL SECURITY AND SAFETY

The [] Board of Education (the “Board”) will develop and implement an all-hazards security and safety plan with a school-specific annex for each school within the [] Public Schools (the “District”) or a school security and safety plan for each school within the District (together, “School Security and Safety Plans”) to bolster existing emergency preparedness, response capability, and school safety and security measures and to address all-hazards threats.

School Security and Safety Plans will be based on the school security and safety plan standards developed by the Connecticut Department of Emergency Services and Public Protection (“DESPP”), the Guidance to K-12 Public Schools Pertaining to Immigration Activities developed by the Connecticut State Department of Education (“CSDE”), and other applicable requirements.

For the school year commencing July 1, 2024, and each school year thereafter, each School Security and Safety Plan shall be updated to include protocols for interacting with a federal immigration authority who appears in person at a school in the District or otherwise contacts a school to request information. For purposes of this policy, a “federal immigration authority” means “any officer, employee or other person otherwise paid by or acting as an agent of the United States Immigration and Customs Enforcement or any successor agency thereto or any division thereof or any officer, employee or other person otherwise paid by or acting as an agent of the United States Department of Homeland Security or any successor agency thereto who is charged with enforcement of the civil provisions of the Immigration and Nationality Act.”

Such protocols shall be based on applicable law and the CSDE’s Guidance to K-12 Public Schools Pertaining to Immigration Activities”), or any subsequent applicable CSDE guidance, and shall include, at a minimum:

- A. the designation of at least one administrator at each school to serve as the individual responsible for interacting with the federal immigration authority;
- B. provisions that such administrator, or any other school employee, may:
 - 1. request and record a federal immigration authority’s identification, including the name, badge or identification number, telephone number and business card of such federal immigration authority;

2. ask such federal immigration authority if the federal immigration authority is in possession of a judicial warrant to support the federal immigration authority's request and, if so, to produce such judicial warrant;
 3. review any warrant or other materials that the federal immigration authority produces to determine who issued such warrant and what the warrant or other material authorizes the federal immigration authority to do; and
 4. consult with legal counsel for the Board, or guidance developed by such legal counsel, on how to interact with the federal immigration authority with regards to the nature of the request, whether a warrant is produced, the details of any such warrant, whether such warrant is a judicial warrant or an administrative warrant, whether the federal immigration authority is claiming exigent circumstances, and any other consideration identified by the Board's legal counsel; and
- C. permission for other school personnel to direct such federal immigration authority who requests access to any records, information, the interior of the school building or other school personnel to communicate with the administrator designated to interact with the federal immigration authority.

The Board shall annually submit its School Security and Safety Plans to DESPP, in accordance with state law.

School Security and Safety Plans should be kept securely and will only be provided to the Board, school staff and administration, members of the school security and safety committees, members of state and local law enforcement, first responders, local municipal officials, or other persons authorized by the Board or the Superintendent (e.g., consultants, contractors). Pursuant to Connecticut General Statutes § 1-210(b)(19), School Security and Safety Plans will not be available to the public.

Legal References:

State Law:

Conn. Gen. Stat. § 1-210(b)(19)

Conn. Gen. Stat. § 10-222m

Conn. Gen. Stat. § 10-222n

Conn. Gen. Stat. § 10-222aa

Conn. Gen. Stat. § 10-231

Conn. Gen. Stat. § 28-7

Conn. Gen. Stat. § 54-192h

Public Act No. 25-1, “An Act Concerning Interactions Between School Personnel and Immigration Authorities, the Purchase and Operation of Certain Drones, Grants to Certain Nonprofit Organizations, and Student Athlete Compensation Through Endorsement Contracts and Revenue Sharing Agreements”

State Standards:

Connecticut Department of Emergency Services and Public Protection, *School Security and Safety Plan Standards*.

Connecticut State Department of Education, *Guidance to K-12 Public Schools Pertaining to Immigration Activities* (January 28, 2025).

Federal Guidance:

Federal Emergency Management Agency, *Guide for Developing High-Quality School Emergency Operations Plans* (June 2013).

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SCHOOL SECURITY AND SAFETY ADMINISTRATIVE REGULATIONS

I. Security and Safety Committee

The [] Board of Education (the “Board”), through the Superintendent of Schools (the “Superintendent”), shall establish a school security and safety committee at each school under the jurisdiction of the Board (the “Security and Safety Committee”). The Security and Safety Committee is responsible for assisting in the development of the school’s security and safety plan (the “School Security and Safety Plan”) and in administering said plan.

The Security and Safety Committee shall include in its membership a local police officer, a local first responder, a teacher, the administrator(s) designated by the Superintendent to serve as the individual(s) responsible for interacting with a federal immigration authority who appears in person at the location of the school or otherwise contacts the school to request information, a building administrator employed at the school, a mental health professional, a parent or guardian of a student at the school, and any other person the Board deems necessary **[such as another building administrator, a special education department representative, custodian, property manager, local emergency management director, local public health director, information technology manager, transportation coordinator, or school nurse]**. Subject matter experts, including but not limited to the local public works director, food services director, the Superintendent, additional law enforcement members, or first responders and representatives of the municipality or others shall be invited to participate as needed.

The Security and Safety Committee will meet at least annually to review and update the School Security and Safety Plan, as necessary. In determining whether the School Security and Safety Plan requires updating, the Security and Safety Committee will take into account the results of the security and vulnerability assessment of the school, as described in Section IV below. The Security and Safety Committee shall also be notified of any instances of disturbing or threatening behavior that may not meet the definition of bullying.

Any information provided under this regulation shall be provided in accordance with the confidentiality restrictions imposed under the Family Educational Rights and Privacy Act (“FERPA”) and the Board’s Confidentiality and Access to Student Information policy and accompanying regulations. Specifically, any parent/guardian serving as a member of the Security and Safety Committee shall not have access to information reported to the Security and Safety Committee that would result in a violation

of FERPA, and the access of other members of the Security and Safety Committee to personally identifiable student information shall be limited to those individuals on such committee who have a legitimate educational interest in such information.

II. School Security and Safety Plan

Each School Security and Safety Plan will be created using the format prescribed by the Connecticut Department of Emergency Services and Public Protection (“DESPP”).

For the school year commencing July 1, 2024, and each school year thereafter, each School Security and Safety Plan shall be updated to include protocols for interacting with a federal immigration authority who appears in person at a school in the [] Public Schools (the “District”) or otherwise contacts a school to request information. For purposes of these Administrative Regulations, a “federal immigration authority” means “any officer, employee or other person otherwise paid by or acting as an agent of the United States Immigration and Customs Enforcement or any successor agency thereto or any division thereof or any officer, employee or other person otherwise paid by or acting as an agent of the United States Department of Homeland Security or any successor agency thereto who is charged with enforcement of the civil provisions of the Immigration and Nationality Act.”

Such protocols shall be based on applicable law and the Guidance to K-12 Public Schools Pertaining to Immigration Activities developed by the Connecticut State Department of Education (“CSDE”), or any subsequent applicable CSDE guidance, and shall include, at a minimum:

- A. the designation of at least one administrator at each school to serve as the individual responsible for interacting with the federal immigration authority;
- B. provisions that such administrator, or any other school employee, may:
 - 1. request and record a federal immigration authority’s identification, including the name, badge or identification number, telephone number and business card of such federal immigration authority;
 - 2. ask such federal immigration authority if the federal immigration authority is in possession of a judicial warrant to support the federal immigration authority’s request and, if so, to produce such judicial warrant;
 - 3. review any warrant or other materials that the federal immigration authority produces to determine who issued such warrant and what the warrant or other material authorizes the federal immigration authority to do; and

4. consult with legal counsel for the Board, or guidance developed by such legal counsel, on how to interact with the federal immigration authority with regards to the nature of the request, whether a warrant is produced, the details of any such warrant, whether such warrant is a judicial warrant or an administrative warrant, whether the federal immigration authority is claiming exigent circumstances, and any other consideration identified by the Board's legal counsel; and
- C. permission for other school personnel to direct such federal immigration authority who requests access to any records, information, the interior of the school building or other school personnel to communicate with the administrator designated to interact with the federal immigration authority.

[NOTE TO CLIENT: The following protocols are not required by state law, but they are included as recommendations in the CSDE's Guidance to K-12 Public Schools Pertaining to Immigration Activities, and may be included in the security and safety plan:]

D. direction that staff maintain a calm and cooperative manner to avoid: 1) escalating the situation; 2) increasing anxiety among the staff and students; or 3) being perceived as obstructing or interfering with any lawful activities; and

E. direction that the designated administrator or other staff record details regarding the visit, any access the agents gained to information, records, areas, or individuals, whether that access was granted and, if so, who granted such access.]

The Board will submit the finalized School Security and Safety Plan for each school to DESPP via its Division of Emergency Management and Homeland Security ("DEHMS") Regional Coordinator. On or before November 1 of each school year, the Board will also submit to its DESPP/DEMHS Regional Coordinator the results of the security and vulnerability assessment described in Section IV of these regulations. Additionally, each School Security and Safety Plan will be filed as an annex to the municipality's Local Emergency Operations Plan, filed annually with DESPP/DEMHS pursuant to Conn. Gen. Stat. § 28-7. A reference kit that meets the requirements of DESPP/DEMHS will be created in conjunction with the security and safety plan, which will be available to first responders in the event of a safety or security emergency.

III. Training and Orientation for School Employees

Each school employee at the school shall receive an orientation on the School Security and Safety Plan, including the school-specific annexes relevant to that employee. Additionally, each school employee at the school shall receive violence prevention training in a manner described in the School Security and Safety Plan. The training will be conducted in cooperation with the Security and Safety Committee and may include other municipal or emergency officials and services. The goal of the orientation and training is to

provide the school community and municipal officials with an understanding of the need for unified planning, preparedness, and response.

IV. Assessments

At least every two years, the Board shall conduct a security and vulnerability assessment for each school in the District. Each school's Security and Safety Committee shall be advised of the results of the assessment for the Security and Safety Committee's school, and such results shall be considered by the Security and Safety Committee in updating and revising the School Security and Safety Plan.

Local law enforcement and other public safety officials, including the local emergency management director, fire marshal, building inspector and emergency medical services representative, shall each evaluate, score, and provide feedback on a representative sample of fire drills and crisis response drills at each school in the District. By July 1 of each year, the Board shall submit a report to the DEMHS Regional Coordinator regarding types, frequency, and feedback related to the fire drills and crisis response drills.

Legal References:

State Law:

Conn. Gen. Stat. § 1-210(b)(19)

Conn. Gen. Stat. § 10-222m

Conn. Gen. Stat. § 10-222n

Conn. Gen. Stat. § 10-222aa

Conn. Gen. Stat. § 10-231

Conn. Gen. Stat. § 28-7

Conn. Gen. Stat. § 54-192h

Public Act No. 25-1, "An Act Concerning Interactions Between School Personnel and Immigration Authorities, the Purchase and Operation of Certain Drones, Grants to Certain Nonprofit Organizations, and Student Athlete Compensation Through Endorsement Contracts and Revenue Sharing Agreements"

State Standards:

Connecticut Department of Emergency Services and Public Protection, *School Security and Safety Plan Standards*.

Connecticut State Department of Education, *Guidance to K-12 Public Schools Pertaining to Immigration Activities* (January 28, 2025).

Federal Guidance:

Federal Emergency Management Agency, *Guide for Developing High-Quality School Emergency Operations Plans* (June 2013).

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3/14/25

POLICY REGARDING VISITORS AND OBSERVATIONS IN SCHOOLS

The [REDACTED] Board of Education (the “Board”) encourages visits by citizens, taxpayers, and parents to all school buildings. In order to promote a safe and productive educational environment for all students and staff, the Board requires all visitors to receive prior approval from the school principal or designee before being permitted to visit any school building. The Board, through the administration, reserves the right to limit visits in accordance with administrative regulations.

The Board further desires to work collaboratively with parents with an educational nexus with the [REDACTED] Public Schools (the “District”), its educational programs, or the student being observed, to observe their students in their current classrooms or observe proposed educational placements in the Board’s schools. The Board, through the administration, reserves the right to limit observations of current and proposed educational placements in accordance with administrative regulations and the Board’s Guidelines for Independent Educational Evaluations.

Upon arrival, all visitors and observers must comply with any and all applicable building security procedures, including but not limited to utilizing security buzzers for access, complying with requests for photo identification, reporting directly to and signing in and out at the visitors’ reception area of the school office, prominently displaying visitors’ badges or other identification required for visitors to the school buildings, limiting access to those areas of the buildings and grounds for which the visitors/observers have authorized access, refraining from engaging with students and/or staff except as permitted by the school officials and consistent with the purpose of the visit in question, and complying with directives of school officials at all times. All visitors and observers permitted into school buildings or on school grounds must comply with all school health and safety protocols in place at the time, including but not limited to any health screening or personal protective equipment (“PPE”) protocols.

In the event that a federal immigration authority appears in person at a school in the District or otherwise contacts a school to request information, in accordance with applicable law and pursuant to the Guidance to K-12 Public Schools Pertaining to Immigration Activities developed by the Connecticut State Department of Education (“CSDE”) or any subsequent applicable CSDE guidance, such authority shall be directed to communicate with the administrator designated for such interactions, who will follow the protocols outlined in the school’s Security and Safety Plan. For purposes of this policy, a “federal immigration authority” means “any officer, employee or other person otherwise paid by or acting as an agent of the United States Immigration and Customs Enforcement or any successor agency thereto or any division thereof or any officer, employee or other person otherwise paid by or acting as an agent of the United

States Department of Homeland Security or any successor agency thereto who is charged with enforcement of the civil provisions of the Immigration and Nationality Act.”

Legal References:

Conn. Gen. Stat. § 10-222m

Conn. Gen. Stat. § 54-192h

Public Act No. 25-1, “An Act Concerning Interactions Between School Personnel and Immigration Authorities, the Purchase and Operation of Certain Drones, Grants to Certain Nonprofit Organizations, and Student Athlete Compensation Through Endorsement Contracts and Revenue Sharing Agreements”

Connecticut State Department of Education, *Guidance to K-12 Public Schools Pertaining to Immigration Activities* (January 28, 2025).

Connecticut State Department of Education, *Guidelines Regarding Independent Educational Evaluations at Public Expense and In-School Observations* (March 28, 2018).

ADOPTED: _____
REVISED: _____

3/14/2025

**ADMINISTRATIVE REGULATIONS
REGARDING VISITORS AND OBSERVATIONS IN SCHOOLS**

1. Any person wishing to visit a school building in the [REDACTED] Public Schools (the “District”), and/or observe any student program, must obtain prior approval from the building principal or responsible administrator of the respective school building or program.
2. A visitor to any school building or program must be able to articulate a legitimate operational or educational reason for the proposed visit and/or observation. Where the visitation involves direct contact with District students, or observation of an identified student or student program, the visitor must have a sufficient educational nexus with the District, its educational programs, or the student to support such request.
3. All visits must be reasonable in length and conducted in a manner designed to minimize disruption to the District’s educational programs, as determined by school officials.
4. When a parent/guardian makes a request to observe an identified student or student program, the request will be reviewed with the student’s parent/guardian to determine the purpose of the observation, specific questions being addressed, the location(s) of the observation, and the date, time and length of the observation.
5. When determining whether to approve a request to visit and/or observe individual students or student programs, the building principal or responsible administrator shall consider the following factors:
 - a. the frequency of visits;
 - b. the duration of the visit;
 - c. the number of visitors involved;
 - d. the effect of the visit on a particular class or activity;
 - e. the age of the students;
 - f. the nature of the class or program;

- g. the potential for disclosure of confidential personally identifiable student information;
 - h. whether the visitor/observer has a legitimate educational interest in visiting the school;
 - i. whether the visitor/observer has professional ethical obligations not to disclose any personally identifiable student information;
 - j. any safety risk to students and school staff; and
 - k. compliance with the Board's Guidelines for Independent Educational Evaluations, if applicable.
6. The building principal or responsible administrator has the discretion to limit, or refuse, requests for visits and/or observations of student programs in light of the above criteria. When a requested observation is refused, the building principal or responsible administrator will provide the parent/guardian with the reason for the decision and will work to develop alternative ways designed to permit the parent/guardian to obtain the information the parent/guardian seeks.
7. If a building principal or responsible administrator approves a request to visit a school building and/or observe a student program, arrangements must be made in advance to ensure that the visit will not disrupt educational programs. The length and scope of any visit shall be determined by the building principal or responsible administrator in accordance with these regulations and accompanying Board policy. The building principal or responsible administrator shall determine a reasonable amount of time for observations of individual students or student programs.
8. Upon arrival, all visitors must comply with any and all applicable building security procedures, including but not limited to utilizing security buzzers for access, complying with requests for photo identification, reporting directly to and signing in and out at the visitors' reception area of the school office, prominently displaying visitors' badges or other identification required for visitors to the school buildings, limiting access to those areas of the buildings and grounds for which the visitors have authorized access, refraining from engaging with students and/or staff except as permitted by the school officials and consistent with the purpose of the visit in question, and complying with directives of school officials at all times.
9. The District has an obligation to maintain the confidentiality of personally identifiable student information. All visitors and observers must restrict their visits and observations to the purpose identified in the request to visit or observe and are strictly prohibited from observing or collecting information on other students within the school. If the visitor/observer views, accesses, or otherwise obtains personally identifiable student

information concerning another student, the visitor/observer must notify the building principal or responsible administrator as soon as possible.

10. All visitors and observers permitted inside school buildings or on school grounds must comply with all school health and safety protocols in place at the time, including but not limited to any health screening or personal protective equipment (“PPE”) protocols.
11. A refusal to comply with any of the Board’s policy provisions and/or regulations concerning visitors shall constitute grounds for denial of the visitor’s or observer’s privileges, as determined appropriate by the building principal or designee. Such refusal may also result in a referral to law enforcement personnel, as determined appropriate by the building principal or designee.
12. In the event that a federal immigration authority appears in person at a school in the District or otherwise contacts a school to request information, in accordance with applicable law and pursuant to the Guidance to K-12 Public Schools Pertaining to Immigration Activities developed by the Connecticut State Department of Education (“CSDE”) or any subsequent applicable CSDE guidance, such authority shall be directed to communicate with the administrator designated for such interactions, who will follow the protocols outlined in the school’s Security and Safety Plan. For purposes of these Administrative Regulations, a “federal immigration authority” means “any officer, employee or other person otherwise paid by or acting as an agent of the United States Immigration and Customs Enforcement or any successor agency thereto or any division thereof or any officer, employee or other person otherwise paid by or acting as an agent of the United States Department of Homeland Security or any successor agency thereto who is charged with enforcement of the civil provisions of the Immigration and Nationality Act.”

Legal References:

Conn. Gen. Stat. § 10-222m

Conn. Gen. Stat. § 54-192h

Public Act No. 25-1, “An Act Concerning Interactions Between School Personnel and Immigration Authorities, the Purchase and Operation of Certain Drones, Grants to Certain Nonprofit Organizations, and Student Athlete Compensation Through Endorsement Contracts and Revenue Sharing Agreements”

Connecticut State Department of Education, *Guidance to K-12 Public Schools Pertaining to Immigration Activities* (January 28, 2025).

Connecticut State Department of Education, *Guidelines Regarding Independent Educational Evaluations at Public Expense and In-School Observations* (March 28, 2018).

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3/14/2025

**Connecticut State Department of Education
Turnaround Office**

Request for Proposals

State Charter School Building Projects, General Improvements, and/or Debt Repayments for School Building Projects

Sections 10-66hh and 10-66jj of the Connecticut General Statutes

Purpose: To provide funding to assist state charter schools in financing school building projects, general improvements to school buildings, and/or the repayment of debt incurred for school building projects.

Application Due: Friday, May 16, 2025

RFP Published March 24, 2025

Application – RFP 128

Charlene M. Russell-Tucker
Commissioner of Education
Connecticut State Department of Education
450 Columbus Boulevard | Hartford, CT 06103-1841



[Connecticut State Department of Education](https://www.cde.ct.gov)

State Charter School Building Projects, General Improvements, and/or Debt Repayments for School Building Projects

Request for Proposals

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An Equal Opportunity/Affirmative Action Employer

The Connecticut State Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Connecticut State Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of: race; color; religious creed; age; sex; pregnancy; sexual orientation; workplace hazards to reproductive systems; gender identity or expression; marital status; national origin; ancestry; retaliation for previously opposed discrimination or coercion; intellectual disability; genetic information; learning disability; physical disability (including, but not limited to, blindness); mental disability (past/present history thereof); military or veteran status; status as a victim of domestic violence; or criminal record in state employment, in accordance with applicable statutes, unless there is a bona fide occupational qualification excluding persons in any of the aforementioned protected classes. Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to: Attorney Louis Todisco, Connecticut State Department of Education, by mail 450 Columbus Boulevard, Suite 605, Hartford, CT 06103-1841; or by telephone 860-713-6594; or by email louis.todisco@ct.gov.

Request for Proposals

I. Purpose

In accordance with Section 10-66hh of the Connecticut General Statutes (C.G.S.), the Connecticut State Department of Education (CSDE) is accepting competitive grant applications to assist state charter schools in: (1) financing school building projects, as defined in C.G.S. § 10-282; (2) paying for general improvements to school buildings, as defined in C.G.S. § 10-265h; and/or (3) repaying debt incurred for school building projects.

A project submitted pursuant to this request for proposals which is approved by the Commissioner of Education (Commissioner) will be submitted to the State Bond Commission for approval of funding. See C.G.S. § 10-66jj.

II. Submission Due Date

RFP Published: March 24, 2025 | Application must be submitted by: May 16, 2025

III. Eligible Applicants

Pursuant to C.G.S. § 10-66hh(a), applications will be accepted from the governing authorities of state charter schools.

Schools are not eligible to participate in this grant if:

- they did not meet the 2023-24 minimum test taking threshold of 95 percent in all areas assessed by the state standardized assessment (i.e., English Language Arts/literacy, mathematics and science) for all students and the high needs subgroup; or
- identified as Focus or Turnaround Schools (i.e., Category 4 and 5 designations).

IV. Funding and Use of Grant

Eligible applicants may submit one (1) application per charter school. Awards will be made within available appropriations. Applications may be used to:

1. Finance school building projects, including the construction, purchase, extension, replacement, renovation and/or major alteration of a building to be used exclusively for public school purposes.
2. Finance general improvements to school buildings, including repair and replacement work and other general improvements. Types of school improvements that qualify include, but are not limited to: replacement of windows and doors; replacement of boilers and other heating and ventilation components; replacement of internal communication systems; replacement of lockers; upgrades or replacements to ceiling and floor; upgrade of restrooms; upgrade of lighting fixtures; replacing or installation of security systems; and/or other work of a similar nature approved by the Commissioner of Education. For schools with multiple facilities, funds may only be used for the school location specified in the application. Ineligible uses of funds include, but are not limited to: routine building maintenance; painting; cleaning; and/or equipment repairs and other minor repairs.
3. Repay debt incurred for school building projects, including paying outstanding principal on loans which has been incurred for school building projects.

An applicant may apply for funds in more than one category in a single application (e.g., An applicant may be eligible to receive a grant to both pay down outstanding principal debt and undertake a technology wiring project as a general improvement to its school building.).

Applicants must submit with their application an appraisal or other evidence of the value of the property involved satisfactory to the CSDE. The CSDE reserves the right to consider the value of the property when reviewing applications. The amount of a grant to purchase a school building or to repay debt previously incurred for school building projects must not exceed the value of the property.

All approved applications in an amount equal to or greater than \$250,000 shall include a computation of the state grant amount amortized on a straight line basis over a ten-year period. Any state charter school which abandons, sells, leases, demolishes or otherwise redirects the use of a school building which benefited from such a grant award during such amortization period, including repayment of debt for the purchase, renovation or improvement of the building, shall refund to the state the unamortized balance of the state grant remaining as of the date that the abandonment, sale, lease, demolition or redirection occurred. The amortization period shall begin on the date the grant award is paid. A state charter school required to make a refund to the state pursuant to this subsection may request forgiveness of such refund if the building is redirected for public use.

The awarding of funding is contingent upon a proposal's selection on the basis of the criteria described in Section VI and Appendix A of this RFP, the availability of funds, and approval by the CSDE and the Connecticut State Bond Commission. The CSDE shall give preference to those applicants that provide matching funds from non-state sources.

Proposals that fail to meet the criteria prescribed herein will be removed from the competitive process. The CSDE reserves the right to deny any application, in whole or in part, which it deems contrary to the long-term interests of the state charter school and/or the State of Connecticut.

Payments pursuant to this grant may be made on a periodic basis as projects progress. Grantees may be required to provide evidence of phased completion before payments are made. A notice from the lender as to the outstanding principal balance will be required in the case of grants for debt repayment.

V. Application Requirements

A. Required Format: All applications must include the following components:

1. Need and Plan for Funds

In no more than two pages: Provide a detailed plan that establishes clear goals and a strategy for investing state funds for the purposes allowed by this RFP. Explain the need for the proposed use of funds relative to the goals and length of time the school intends to remain at the building for which funds are being sought. Please note that need may be demonstrated by CSDE-approved plans for school expansion, CSDE-approved plans to add classes to an existing state charter school due to increased enrollment, plans to improve instructional capabilities, plans to address health and safety concerns, and/or other factors as demonstrated by the applicant.

2. School Performance

For schools whose students participated in state required testing in spring 2024, school performance will be measured by the CSDE using Connecticut's Next Generation Accountability System. The Accountability System uses 12 indicators to determine school performance. A school's accountability index, which is the percentage of total points earned on all indicators (zero through 100) will be used for this measurement. Please refer to the RFP Scoring Rubric (Appendix A).

3. Documentation of Long-Term Interest

Using a cover page and attachments, as necessary: Provide documentation of the state charter school's long-term interest in the property for which funds are being sought. Long-term interest can be demonstrated through documents showing proof of ownership or length of lease.

4. Documentation of Educational Purpose and Zoning

Using a cover page and attachments, as necessary: Provide documentation demonstrating the educational use of the property for which funds are being sought and that the property is located in an area zoned for school use.

5. Cost Information

Using Appendix B: Include a detailed description of the proposed use(s) of funds by completing the ED114 Budget Template for each project included in the application. Provide a brief cost description for the proposed school building project(s), general improvements to the school building, and/or repayment of debt incurred for prior school building projects or improvements. For budget justification and cost basis, provide an explanation of the cost calculation (provide any estimates as an attachment). If applicable, provide documentation to substantiate any local matching funds from non-state sources (including documentation that the matching funds will be available when the project is under way); preference will be given to those applicants that provide matching funds from non-state sources through the scoring rubric.

6. Assurances

Using Appendix D: Complete and sign the Standard Statement of Assurances for Grant Programs.

7. Proof of Outstanding Loan(s) for Repayment of Debt Proposals

Using a cover page and attachments as necessary: Applicants proposing to use grant funds for outstanding debt are required to provide proof of outstanding loan(s), including copies of the original loan agreement(s) upon request and current principal balance(s) of the loan(s) at the time of the application.

B. Minimum Submission Requirements:

Any application that does not meet the following requirements will be deemed unacceptable and ineligible for further review and consideration:

Minimum Submission Requirements

- | | |
|---|--|
| 1. Need and Plan for Funds | (Up to 2 pages) |
| 2. Documentation of Long-Term Interest | (1 page and attachments, as necessary) |
| 3. Documentation Educational Use and Zoning | (1 page and attachments, as necessary) |
| 4. Cost Information | (Appendix B) |
| 5. Assurances (signed) | (Appendix D) |
| 6. Proof of Outstanding Loan(s) Repayment of Debt Proposals | (Attach, as necessary) |

Applications that fail to meet the requirements outlined in this RFP will be deemed nonresponsive and excluded from review. Proposals may be rejected before formal evaluation if they:

- do not meet the eligibility criteria specified in Section III of this RFP;
- miss the submission deadline;
- omit any required documents or forms;
- fail to follow the required response formats; or
- do not address all specified requirements.

The CSDE reserves the right to award grants under this program without further discussion with applicants. Therefore, proposals should reflect the applicant's best effort in terms of both technical quality and cost.

C. Questions:

Questions regarding this RFP should be directed to: Felicia Canty, Charter School Program Liaison, via e-mail at felicia.canty@ct.gov.

D. Submissions:

All proposals in response to this RFP must be submitted to: Felicia Canty, Charter School Office Liaison, via e-mail at felicia.canty@ct.gov. **An electronic copy in PDF format must be received by 4:00 p.m. EDT on Friday, May 16, 2025.**

E. Freedom of Information Act:

All of the information contained in any proposal submitted in response to this RFP is subject to the provisions of the Connecticut Freedom of Information Act (FOIA), C.G.S. Sections 1-200 *et seq.* The FOIA states that, except as provided by Federal or State law, records maintained by any public agency (as defined in FOIA) are public records, and every person has the right to inspect and request a copy of such records.

VI. Selection Criteria

Final selection will be based on the criteria and rubric presented in Appendix A. A selection committee will review and score all proposals that meet the minimum submission requirements, as described in Section V.B. of this RFP. All proposals selected by the committee must then be approved by the Connecticut State Bond Commission in order for a grant to be awarded. Before a grant is awarded, all projects that establish a material change in the school's operation require Connecticut State Board of Education approval. All awards are subject to the availability of funds. Grants are not final until the award letter is executed.

Appendix A: RFP Scoring Rubric

Applicant:	Total Score:
	_____ /80

Indicator	1 - Below	2 - Partially Meets	3 - Meets	4 - Exceeds
Need and Plan for Funds	Insufficient evidence of need and plan for investing state funds.	Partial evidence of need and plan for investing state funds.	Sufficient evidence of need and plan for investing state funds.	Clear and compelling evidence of need and plan for investing state funds.
School Performance on the State Accountability System	School performance data ranks applicant in bottom quarter of all applicants on the state accountability system	School performance data ranks applicant in third quarter of all applicants on the state accountability system	School performance data ranks applicant in second quarter of all applicants on the state accountability system	School performance data ranks applicant in top quarter of all applicants on the state accountability system
Documentation of Long-term Interest	School does not own building and has more than 10 years remaining on lease	School does not own building and has more than 5 but less than 10 years remaining on lease	School does not own building and has less than five years remaining on lease	School owns building
Cost Information	Insufficient budget justification and cost information as presented in the budget template	Sufficient cost information as presented in the budget template, but budget justification lacks sufficient detail	Sufficient budget justification and cost information as presented in the budget template	Sufficient budget justification and cost information as presented in the budget template; evidence of non-state matching funds

Indicator	Score	Weighting	Total Points
Need and Plan for Funds		x 7	_____ /28
School Performance (Accountability System)		x 6	_____ /24
Documentation of Long-term Interest		x 2	_____ /8
Cost Information		x 5	_____ /20
		Total Score:	_____ /80

Appendix B: Cost Information

Complete the budget template below for each project included in the application. Provide cost information and justifications as described in Section(V)(A)5, to summarize costs and explain the proposed use of funds. If, for any given cost item, there will be additional funding covered by local non-state funding source(s), list the amount in the last column and provide documentation of any matching funds from non-state sources. Preference will be given to applications with non-state matching funds. List costs by their ED 114 Cost Category using the Uniform Chart of Accounts on the next page. If you need additional rows for a given cost category, you may add rows to the template as necessary; unused rows can be left blank or deleted.

ED 114 Budget Template

ED 114 Cost Category	Cost Description	Budget Justification and Cost Basis	Charter Construction Bond Funding Request	Amount Covered by Non-state Funding Source(s)
100				
300				
450				
500				
600				
700				
800				
900				
Total:			\$	\$

ED114 Cost Categories – Uniform Charts of Accounts

Please code all expenditures in accordance with the state's Uniform Charts of Accounts as summarized below.

CODE:	OBJECT:
100	PERSONAL SERVICES-SALARIES: Do not include any salaries other than direct labor to be performed by your employees with the following limitations: 1) You may not charge any portion of the current salaries of school personnel to the grant; 2) If overtime is used for direct labor on one or more projects, the cost of such overtime may be reported here.
300	PURCHASED PROFESSIONAL/TECHNICAL SERVICES: Costs for architectural, engineering or other purchased professional services required for those projects may be included here.
450	CONSTRUCTION SERVICES: Costs for general contractors and other purchased labor for constructing, renovating or remodeling work should be included under this Object.
500	OTHER PURCHASED SERVICES: Other purchased services not reportable under Objects 300 or 450 may be included here; for example, advertising costs for purposes of competitive bidding.
600	SUPPLIES: Include the cost of any supplies or building materials to be purchased directly by the grantee under this object. If a general contractor is being used, report the entire contract amount under Object 450. Do not try to break-out the contractor's supplies and materials costs separately in this line.
700	PROPERTY: Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment. In accordance with the Connecticut State Comptroller's definition, equipment included in this category are all items of equipment (machinery, tools, furniture, vehicles, apparatus, etc.) with a value of over \$5,000.00 and a useful life of more than one year and data processing equipment that has a unit price under \$5,000.00 and a useful life of not less than five years.
800	CONTINGENCY: An estimated contingency amount to be expended under other allowable Objects during the grant period may be included here. This amount may not exceed 10 percent of your total budget.
900	REDEMPTION OF PRINCIPAL: Amount of principal paid down on existing debt. Provide latest copy of mortgage statement, including balance of outstanding principal.

Appendix C: Connecticut General Statutes

Sec. 10-66hh. Program to assist charter schools with capital expenses. (a) For the fiscal year ending June 30, 2008, and each fiscal year thereafter, the Commissioner of Education shall establish, within available bond authorizations, a grant program to assist state charter schools in financing (1) school building projects, as defined in section [10-282](#), (2) general improvements to school buildings, as defined in subsection (a) of section [10-265h](#), and (3) repayment of debt incurred for school building projects. The governing authorities of such state charter schools may apply for such grants to the Department of Education at such time and in such manner as the commissioner prescribes. The commissioner shall give preference to applications that provide for matching funds from nonstate sources.

(b) All final calculations for grant awards pursuant to this section in an amount equal to or greater than two hundred fifty thousand dollars shall include a computation of the state grant amount amortized on a straight line basis over a ten-year period. Any state charter school which abandons, sells, leases, demolishes or otherwise redirects the use of a school building which benefited from such a grant award during such amortization period, including repayment of debt for the purchase, renovation or improvement of the building, shall refund to the state the unamortized balance of the state grant remaining as of the date that the abandonment, sale, lease, demolition or redirection occurred. The amortization period shall begin on the date the grant award is paid. A state charter school required to make a refund to the state pursuant to this subsection may request forgiveness of such refund if the building is redirected for public use.

Sec. 10-66jj. Bond authorization for program to assist charter schools with capital expenses. (a) For the purposes described in subsection (b) of this section, the State Bond Commission shall have the power, from time to time, to authorize the issuance of bonds of the state in one or more series and in principal amounts not exceeding in the aggregate fifty-five million dollars, provided five million dollars of said authorization shall be effective July 1, 2024.

(b) The proceeds of the sale of said bonds, to the extent of the amount stated in subsection (a) of this section, shall be used by the Department of Education for the purpose of grants pursuant to section [10-66hh](#).

* * *

Sec. 10-265h. Grants to assist alliance districts in paying for general improvements to school buildings. (a) The Commissioner of Administrative Services, in consultation with the Commissioner of Education, shall establish, within available bond authorizations, a grant program to assist alliance districts, as defined in section [10-262u](#), in paying for general improvements to school buildings. For purposes of this section “general improvements to school buildings” means work that (1) is generally not eligible for reimbursement pursuant to chapter 173, and (2) is to (A) replace windows, doors, boilers and other heating and ventilation system components, internal communications and technology systems, lockers, floors, cafeteria equipment and ceilings, including the installation of new drop ceilings, (B) upgrade restrooms including the replacement of fixtures and related water supplies and drainage, (C) upgrade and replace lighting, including energy efficient upgrades to lighting systems and controls to increase efficiency, and reduce consumption levels and cost, (D) upgrade entryways, driveways, parking areas, play areas and athletic fields, (E) upgrade equipment, including, but not limited to, the following equipment purchased on or after November 1, 2017: Cabinets, computers, laptops and related equipment and accessories, (F) repair roofs, including the installation of energy efficient fixtures and systems and environmental enhancements, or (G) install or upgrade security equipment that is consistent with the school safety infrastructure criteria described in section [10-292r](#), including, but not limited to, video surveillance devices and fencing, provided “general improvements to school buildings” may include work not specified in this subdivision if the alliance district provides justification for such work acceptable to the Commissioner of Administrative Services, but shall not include routine maintenance such as painting, cleaning, equipment repair or other minor repairs or work done at the administrative facilities of a board of education.

* * *

Sec. 10-282. Definitions. As used in this chapter, section [10-65](#) and section [10-76e](#):

* * *

(3) “School building project”, except as used in section [10-289](#), means (A) the construction, purchase, extension, replacement, renovation or major alteration of a building to be used for public school purposes, including the equipping and furnishing of any such construction, purchase, extension, replacement, renovation or major alteration, the improvement of land therefor, or the improvement of the site of an existing building for public school purposes, but shall not include the cost of a site, except as provided in subsection (b) of section [10-286d](#); (B) the construction and equipping and furnishing of any such construction of any building which the towns of Norwich, Winchester and Woodstock may provide by lease or otherwise for use by the Norwich Free Academy, Gilbert School and Woodstock Academy, respectively, in furnishing education for public school pupils under the provisions of section [10-34](#); and (C) the addition to, renovation of and equipping and furnishing of any such addition to or renovation of any building which may be leased, upon the approval of the Commissioner of Education or the Commissioner of Administrative Services, to any local or regional board of education for a term of twenty years or more for use by such local or regional board in furnishing education of public school pupils;

* * *

Appendix D: Standard Statement of Assurances for Grant Programs

Project Title:	
Applicant:	

The Applicant hereby assures the Connecticut State Department of Education that:

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant.
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application.
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant.
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the State Board of Education and the Connecticut State Department of Education.
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency.
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded.
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education, including information relating to the project records and access thereto as the Connecticut State Department of Education may find necessary.
- H. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summaries, abstracts, reports, publications, records and materials resulting from this project and this grant.
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding.

- J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant.
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the C.G.S., and the applicant shall return to the Connecticut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit.
- L. Nondiscrimination
 - 1) For purposes of this Section, the following terms are defined as follows:
 - a. "Commission" means the Commission on Human Rights and Opportunities;
 - b. "Contract" and "contract" means this grant;
 - c. "Contractor" and "contractor" means the applicant and any successors or assigns;
 - d. "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - e. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - f. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - g. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - h. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - i. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
 - j. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- 2) For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (a) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (b) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (c) the federal government, (d) a foreign government, or (e) an agency of a subdivision, state or government described in the immediately preceding enumerated items (a), (b), (c), or (d).
- 3) (a) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (b) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (c) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (e) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- 4) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- 5) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 6) The Contractor shall include the provisions of subsection (3) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding the State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 7) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- 8) (a) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (d) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- 9) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

10) Nondiscrimination Certification. Pursuant to subsection (c) of Section 4a-60 and subsection (b) of Section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this Section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such Sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by signing this Statement of Assurances below.

M. The grant award is subject to approval of the Connecticut State Department of Education and availability of state or federal funds.

N. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the C.G.S. concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.

I, the undersigned authorized official, hereby certify that these assurances shall be fully implemented.

Signature of Authorized Official:	
Name: (typed)	
Title: (typed)	
Date:	