

# BRANFORD BOARD OF EDUCATION

**\*\*This meeting will be live streamed\*\***

**WEDNESDAY**

**6:30 PM**

**October 16, 2024**

**Walsh Intermediate School**

**Collaboration & Innovation Center (Room 112)\***

**185 Damascus Road, Branford, CT 06405**

**\*Please Note: Location Change**

To locate agendas and to access/view meetings please go to [www.branfordschools.org](http://www.branfordschools.org)

## FULL REGULAR BOARD OF EDUCATION MEETING AGENDA

### Community Agreement

The Board of Education is committed to supporting the mission, vision, core values and global learning competencies of the Branford Public Schools. We are here to provide access for all students in close collaboration with the Superintendent and in partnership with the larger community.

## AGENDA

- I. Call to Order
- II. Agenda Changes
- III. Communications
- IV. Public Comment
- V. Approve Minutes
- VI. BOE Student Representatives Report
- VII. Superintendent's Report
- VIII. Standing Committee: Reports and Referrals to Full Board for Action
  - A. Teaching & Learning Committee
  - B. Personnel & Finance Committee
  - C. Policy and Board Governance Committee
  - D. Communication Committee
- IX. Consent Agenda Items
  - A. To consider and if appropriate, vote to approve the Second Reading of Policy 4650 – Title IX Personnel and Policy 5250 – Title IX Students
- X. Discussion/Action Items
  - A. To consider and if appropriate, vote to approve the BHS Dance Team Field Trip Request to Orlando, FL
  - B. To consider and if appropriate, vote to approve the BHS Field Trip Request to Quebec City, Canada.
  - C. To consider and if appropriate, vote to approve the Updated BOE Master Schedule
  - D. To consider and if appropriate, vote to ratify the Branford Administrator's Organization Contract
  - E. To consider and if appropriate, vote to approve the First Reading of Bylaw 9325 – Meeting Criteria
- XI. Board Reports:
  - A. ACES
  - B. CABB
- XII. Adjourn

**TO PARTICIPATE IN PUBLIC COMMENTS PLEASE CALL:**

**(646) 558-8656 - Meeting ID: 815 6405 4671 - Passcode: 812124**

*When participating by telephone please mute your phone when joining the meeting and unmute your phone when you are ready to speak. This can be done by pressing \*6 on your phone's keypad.*

Continued...

### Rules Governing Public Comments:

- **Three minutes will be allotted to each speaker. The Board may modify this limitation at the beginning of a meeting if the number of persons wishing to speak makes it advisable to do so. (Board Bylaw 9325)**
- **Conduct intended primarily to be disruptive or verbally abusive shall not be permitted at the Board of Education meeting. Any speaker who engages in such conduct will be warned and allowed to correct such conduct. If the speaker continues to engage in the disruptive conduct such will be grounds for termination of the speaker's privilege to participate in public comment and may be deemed grounds for removal from the meeting site.**
- **All speakers must identify themselves by name and address.**

### UPCOMING BOE MEETINGS

(All meetings will take place in the WIS Collaboration & Innovation Center – Room 112)

BOE Committee Chairs Meeting (Virtual)	November 6, 2024 at 5:00 PM
Teaching & Learning Committee Meeting	November 13, 2024 at 6:00 PM
Personnel & Finance Committee Meeting	November 13, 2024 at 7:00 PM
Policy Committee Meeting	November 13, 2024 at 7:30 PM
Communication Committee Meeting	November 20, 2024 at 6:00 PM
Full Regular BOE Meeting	November 20, 2024 at 6:30 PM

### COMMITTEE CHAIRS & MEMBERS

#### Teaching & Learning

Ellen Michael, Chair; Meaghan DeLucia, Ram Shrestha, Shawn Tiernan

#### Personnel & Finance

Meaghan DeLucia, Chair; Ellen Michaels, Judith Barron, Adam Greenberg

#### Policy & Board Governance

Shawn Tiernan, Chair; Marie McNamara, Ram Shrestha, Laura Troidle

#### Communication

Laura Troidle, Chair; Judith Barron, Adam Greenberg, Marie McNamara

# BRANFORD PUBLIC SCHOOLS FIELD TRIP REQUEST FORM



TO: Superintendent of Schools  
 FROM: Megan Palluzzi SCHOOL: High School  
 RE: Field Trip DATE: 9/11/2024

Approval is requested for a field trip for 10 members of the 9-12 grade(s)  
 at Branford High School to: UDA National Dance Team Chamionship  
in Orlando, FL (Place)

Date(s) of the field trip: 1/29/2025-2/3/2025 Cost: \$ Approx \$775pp (can be offset with fundraising)  
 Time/Date Leaving: 1/29/2025 - approx 2:30pm Time/Date Returning: 2/3/2025 approx 8pm  
 Students will travel by (earlier if possible/based on 1/2 day) school bus & airplane at no cost to the Board of Education.

Substitute coverage, if needed, has been arranged: Yes  No  <sup>N/A</sup> for      days.

Chaperones: (K-4=5 to 1; 5-8=10 to 1; 9-12=15 to 1)

Megan Palluzzi (Head Coach: 203-868-6752) & Jessie Pantani (Assistant Coach: 203-859-8416)

**Rationale for trip (List how it correlates with curriculum; is it a culminating activity?):**

The dance team dedicates their time year-round to practices, community support & events, school spirit, fundraising and competitions. The National Championship is the highest honor and reward for their hard work, discipline, and commitment to athletics and a team sport

**Follow-Up Activities: (What activities will students participate in after the trip?)**

community events, BHS sport events, State Championship, Regional Championship and 2 local competitions

**Fundraiser opportunities/Scholarships/Student Contribution/Fund-Raising Goal \$     :**

we fundraise as a team and members are given the opportunity to fundraise individually to off set out-of-pocket expenses

\*APPROVED: [Signature]  
 Superintendent or  
 Assistant Superintendent

Megan Palluzzi  
 (Name of Teacher)  
 Cell No.: 203-868-6752

\*More than 150 miles or overnight.  
 [BBOE Field Trip Policy No. 6153]

APPROVED: [Signature]  
 Principal

C: Central Office (if overnight or more than 150 miles); Principal; Teacher  
 [This form is to be submitted at least 10 working days prior to field trip for in-state trips.]  
 February 16, 2011 BOE Approved; 8/1/12 Update.



BRANFORD PUBLIC SCHOOLS -- FIELD TRIP REQUEST FORM

TO: Superintendent of Schools

FROM: Amanda Smith SCHOOL: Branford High School

RE: Field Trip DATE: September 6, 2024

Approval is requested for a field trip for 25 members of the 9-12 grade(s)

at BHS School to: Québec City, Canada  
(Place)

Date(s) of the field trip: Feb. 6-9, 2025 Cost: \$ 1250.<sup>00</sup>

Time/Date Leaving: 6am Feb. 6, 2025 Time/Date Returning: 11pm Feb. 9, 2025

Students will travel by MotorCoach Bus at no cost to the Board of Education.

Substitute coverage, if needed, has been arranged: Yes  No  for 2 days.

Chaperones: (K-4=5 to 1; 5-8=10 to 1; 9-12=15 to 1)

Ryan Roberts, Amanda Smith (self), Lauren Farrell  
Three complimentary Chaperones with 25 Students.

Rationale for trip (List how it correlates with curriculum; is it a culminating activity?):

Students will use the French language, improve their proficiency in all modes of communication, and be immersed in various aspects of French Canadian culture.

Follow-Up Activities: (What activities will students participate in after the trip?)

Students will share experiences with their classmates. Students will engage in a variety of extension activities using all modes of communication.  
Fundraiser opportunities/Scholarships/Student Contribution/Fund-Raising Goal \$ \_\_\_\_\_:

Jumpstreet Tours "Help me travel" portal. Currently investigating fundraising efforts/ideas. I predict many families will seek financial

\*APPROVED: [Signature]  
Superintendent or Assistant Superintendent

Dr. Amanda J. Smith  
(Name of Teacher)  
Cell No.: (203) 535-2664

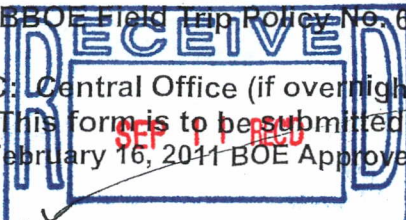
\*More than 150 miles or overnight.

[BOE Field Trip Policy No. 0153]

APPROVED: [Signature]  
Principal

C: Central Office (if overnight or more than 150 miles); Principal; Teacher

[This form is to be submitted at least 10 working days prior to field trip for in-state trips.]  
February 16, 2011 BOE Approved; 8/1/12 Update.



assistance, I am hoping BPS district has money to help families + students  
Thank you.

	August	September	October	November	December	January	February	March	April	May	June	July
<b>Full BOE</b>	Designation of Establish Non- Appoint impartial having office for Set date for high	Communications BOE-Admin. Goal New Teacher School Security &		BOE Officers Approve Next	Strategic Plan		Superintendent's Approve School	Healthy Food Strategic Plan			Recognitions - Strategic Plan	BOE Retreat
<b>Teaching &amp; Learning</b>	N/A (we usually	Summer Programs As Listed Above	Strategic School As Listed Above	District & School Canceled	Professional Fall Benchmark	Curriculum Update District and	N/A (replaced by N/A (replaced by	Curriculum Update School Goals	Summer Programs	Curriculum Update Reading Program	Student Data	
<b>Personnel &amp; Finance</b>	Monthly Special Education Personnel Report	Monthly Special Education Personnel Report	Monthly Special Education Personnel Report	Monthly Special Education Personnel Report Establish Budget	Monthly Special Education Personnel Report School Building &	Monthly Special Education Personnel Report	Monthly Special Education Personnel Report Budget Workshops	Monthly Special Education Personnel Report Healthy Food	Monthly Special Education Personnel Report Recruitment Plan	Monthly Special Education Personnel Report	Monthly Special Education Personnel Report	
<b>Policy</b>			Begin update	1800 - Use of	TBD	TBD	TBD	TBD				
<b>Communications</b>	Communications					School Year						





# SHIPMAN

## MEMORANDUM

**TO: Branford Board of Education**  
**FROM: Julie Reznik**  
**DATE: September 18, 2024**  
**RE: Summary of the 2025-28 Administrators' Contract Settlement**

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On September 4, 2024, the Branford Board of Education's Negotiating Committee reached a tentative agreement with the Branford Administrators Organization (the "BAO"). The proposed new contract includes the following key terms:

### 1) Duration

- The new contract is for three years: July 1, 2025 through June 30, 2028.

### 2) Salary

- Salary Increases (Article IV, Section E): In each year of the 2025-28 contract, administrators will receive a general wage increase of 2.5% (for a three-year total of 7.73% or \$72,290).
- Position Salary (Article IV, Section B): The Board and BAO agreed to streamline the provisions concerning salary for administrators with less than five years of administrative experience. Additionally, the parties agreed to eliminate the requirement that administrators with less than 14 years overall experience (teaching and/or administrative) be paid 99% of the position salary until such time that 14 years overall experience has been attained.
- New Positions (Article IV, Section C): This provision has been modified to provide for consideration of BAO member input when establishing the salary for a new administrative position, while leaving the ultimate salary determination to the Board.
- Withholding Salary Increase: The parties agreed that the Superintendent, rather than the Board of Education, may withhold all or part of a salary increase when an administrator's performance is in need of significant improvement.

### 3) Insurance and Annuity Contributions



- Health Insurance (Article VI): Administrators' premium contributions will increase to 21.0% for 2025-26, 21.5% for 2026-27 and 22.0% for 2027-28. In addition, the Board and BAO agreed to fold the terms of the memorandum of agreement signed by the parties on March 23, 2023 regarding the transition to the State Partnership Plan into the contract.
- Annuity Contributions (Article IV, Section F): The Board's annual annuity contribution for administrators with five years' experience or less in Branford has been increased from \$2,500 to \$3,500, and from \$4,500 to \$5,500 for administrators with six years' experience or greater in Branford. Further, the Board's annuity contributions are currently not considered part of the base salary and thus are not pensionable under the Teacher Retirement Board System. The parties agreed to modify this provision to include these annuity contributions for purposes of salary under the Teacher Retirement Board System.

#### 4) Other Changes

In addition to housekeeping changes, the parties agreed to the following key changes:

- Work Year (Article IV, Section A): Section A.2 will be removed from the contract consistent with the parties' signed memoranda of agreement, which made the Athletic Director and Director of Social and Emotional Learning 12-month positions.
- Sick Leave Allotment (Article VII, Section A.1): To comply with the changes to the paid sick leave law, which will apply to administrators effective January 1, 2025, this provision has been modified to permit administrators to use 40 hours of their annual 15-day sick leave allotment "for the purposes set forth in and in accordance with Conn. Gen. Stat. §§ 31-57r et seq., including for family illness."
- Sick Leave Accumulation (Article VII, Section A.2): Given that the present contractual sick leave accumulation exceeds the statutory accumulation required for administrators, the following sentence will be deleted: "Those administrators whose records indicate amounts of unused illness or disability leave over 245 days shall be granted accumulation rights for that amount up to the minimum required within the provisions of Connecticut General Statutes Section 10-156."
- Prolonged Absence Due to Illness or Disability (Article VII, Section A.3): This provision has been modified to permit a designee of the Superintendent to ask an administrator for a physician's certificate validating the reason for prolonged absence due to illness or disability.
- Personal Days (Article VII, Section C): The parties updated this provision to align with existing practice requiring employees to seek approval from the Superintendent before taking personal leave, rather than the Board of Education.

- Tuition Reimbursement (Article IX, Section A): The Board and BAO agreed to increase the total sum of money available per year to reimburse administrators for graduate studies from \$7,000 to \$9,000.
- Grievance Procedure (Article XII): Currently, the term “days” for purposes of the grievance procedure means administrative work days. Under the successor contract, such term will be defined as “business days on which Central Office is open.” Additionally, under the new contract, a grievance not filed within 15 days after the administrator *first knew or should have known* of the act or condition giving rise to the grievance will be considered waived. In contrast, under the current contract, only grievances not filed within 15 days after the administrator *knew* of the act or condition upon which the grievance is based are considered waived.
- Graduate Work Recognition (Article IX, Section B): The Board and BAO agreed to strike this provision because no currently employed administrator is eligible for this benefit.
- Reduction in Force and Recall (Article XIII): The classifications used for purposes of reduction in force have been updated to add existing positions. Further, the parties agreed that notice of a recall opportunity shall be sent to the administrator’s last known e-mail address, rather than mailing address.
- Negotiations and Administrators Rights (Articles II & XI): The parties agreed to strike these Articles because such matters are governed by law.
- Sabbatical Leave (Article VIII): The parties agreed to strike this Article because this leave is not utilized by administrators.

**AGREEMENT**

**between the**

**BRANFORD BOARD OF EDUCATION**

**and the**

**BRANFORD ADMINISTRATORS ORGANIZATION**

**July 1, ~~2022~~2025 - June 30, ~~2025~~2028**

## TABLE OF CONTENTS

PREAMBLE	.....	1
ARTICLE I	RECOGNITION .....	1
ARTICLE II	<del>NEGOTIATIONS</del> <u>RESPONSIBILITY</u> .....	1
<del>ARTICLE III</del>	<del>RESPONSIBILITY</del> .....	<del>1</del>
ARTICLE <del>IV</del> <u>III</u>	.....SALARIES AND ANNUITY	
CONTRIBUTIONS	3	
ARTICLE		
<del>V</del> <u>IV</u>	HOLIDAYS .....	5
ARTICLE <del>V</del> <u>IV</u>	.....HEALTH AND INSURANCE	
BENEFITS	<del>65</del>	
ARTICLE <del>V</del> <u>VI</u>	.....LEAVES OF	
ABSENCE	<del>87</del>	
<del>ARTICLE VIII</del>	<del>SABBATICAL LEAVE</del> .....	<del>11</del>
ARTICLE <del>IX</del> <u>VII</u>	.....PROFESSIONAL	
IMPROVEMENT	<del>129</del>	
ARTICLE <del>X</del> <u>VIII</u>	PERSONNEL POLICIES .....	<del>13</del> <u>10</u>
<del>ARTICLE XI</del>	<del>ADMINISTRATORS RIGHTS</del> .....	<del>16</del>
ARTICLE <del>X</del> <u>IX</u>	.....GRIEVANCE	
PROCEDURE	<del>16</del> <u>12</u>	

ARTICLE ~~XIII~~X .....REDUCTION IN FORCE AND  
RECALL ~~19~~15

~~ARTICLE XIV FAIR PRACTICES~~ .....20

ARTICLE  
~~XV~~XI DURATION.....~~20~~17

ARTICLE ~~XVI~~XII ..... DUES  
DEDUCTION.....~~20~~ .....17

ARTICLE ~~XVII~~XIII JUST  
CAUSE.....~~21~~ .....18

**AGREEMENT**  
**between the**  
**BRANFORD BOARD OF EDUCATION**  
**and the**  
**BRANFORD ADMINISTRATORS ORGANIZATION**

THIS AGREEMENT IS MADE AND ENTERED INTO ~~October, 2021,~~ by and between the **BRANFORD BOARD OF EDUCATION** (hereinafter referred to as the "Board") and the **BRANFORD ADMINISTRATORS ORGANIZATION** (hereinafter referred to as the "Organization").

**PREAMBLE**

This Agreement is negotiated under §§10-153a through 10-153g of the Connecticut General Statutes of the State of Connecticut, as amended, in order to fix for its term the salary, hours, and all other conditions of employment provided herein.

**ARTICLE I**  
**RECOGNITION**

The Board recognizes the Organization for purposes of professional negotiations as the exclusive representative of the certified professional employees in the school district not excluded from the purview of §§10-153a – 10-153n, inclusive, employed in positions requiring an intermediate administrator or supervisor's certificate, or the equivalent thereof, and whose administrative or supervisory duties, for the purposes of determining membership in the administrators' unit, shall equal at least fifty percent of the assigned time of such employee.

**ARTICLE II**  
**NEGOTIATIONS**

~~The Board and the Organization agree to conduct negotiations in accordance with the Statutes of the State of Connecticut.~~

~~**ARTICLE III**~~  
**RESPONSIBILITY**

- A. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Branford in all its aspects, including, but not limited to, the following:
1. To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Branford;



2. To give the children of Branford as nearly equal advantages as may be practicable; to decide the need for school facilities;
3. To determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes;
4. To determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer certified personnel;
5. To suspend or dismiss the teachers of the schools;
6. To designate the schools which shall be attended by the various children within the town;
7. To make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable;
8. To prescribe rules for the management, studies, classification and discipline for the public schools;
9. To decide the textbooks to be used;
10. To make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings;
11. To prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable.

B. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner consistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance procedure as provided in Article XII of this Agreement.

**ARTICLE ~~IV~~III**  
**SALARIES AND ANNUITY CONTRIBUTIONS**

**A. WORK YEAR**

1. All positions are based on a 245 day work year.
- ~~2. Notwithstanding Section A.1. of this Article, the work year for the Athletic Director and SEL Coordinator positions shall be a total of two hundred and twelve (212) days, which shall be comprised of the teacher work year plus twenty-seven (27) days, with the scheduling of such additional work days to be determined by the Superintendent/designee.
  - a) The Athletic Director is not eligible for paid holidays or paid vacation.
  - b) The Athletic Director will be eligible for fifteen (15) sick days per year, cumulative to a maximum of two hundred and twelve (212) days.~~

**B. POSITION SALARY**

- ~~1. All administrative positions will have a "position" salary based on the following criteria:
  - a. Sixth level diploma.~~
  - b1. Fourteen (14) years of experience (teacher and/or administrative) with at least An administrator with less than five (5) years administrative experience: shall be paid as follows:
- ~~2. An administrator with less than the required education and experience will be paid less than the "position" salary and such salary will be shown as "actual" salary. The "actual" salary will be adjusted as the education and/or experience increases to meet the requirements indicated in #1 above, as follows:

4 years administrative service:	99% of position salary
3 years administrative service:	98% of position salary
2 years administrative service:	97% of position salary
1 year administrative service:	96% of position salary
0 years administrative service:	95% of position salary

Administrators with less than 14 years experience (teacher and/or administrative) will advance as set forth above, except that an administrator with 5 or more years of administrative service with less than 14 years overall experience (teacher and/or administrative) shall remain at 99% of position salary until 14 years of service as aforesaid has been attained.~~
  3. The requirements of Paragraphs 1.b. and 2 above may be waived by the Board of Education without consultation with the Branford Administrator's Organization.

**C. NEW POSITIONS**

1. In the event of the creation of a new position which does not fit any of the established categories, the Board ~~may unilaterally~~will establish the salary for the new position, considering input from the Organization, and implement the same

~~without prior negotiations with the Organization.~~ If the Organization disputes the appropriateness of the salary of such new position, it may file a grievance in accordance with Article XII. The parties hereby acknowledge that the arbitrator(s) who hears the grievance concerning the salary of a new position is bound by and restricted to consideration of the factors enumerated in the Teacher Negotiations Act under binding interest arbitration.

D. WITHHOLDING SALARY INCREASES

- The ~~Board~~ Superintendent of Schools has the right to withhold an increase or part of an increase for performance in need of significant improvement. Prior to such withholding, notice indicating identification of the problem, a plan for resolution, and a mutually agreed time frame for evaluating results of efforts to resolve the problem shall be given and/or shall occur.

E. SALARY REOPENER

- In the event that State initiates regulations or laws enhancing salaries for or to include administrators, the contract can be reopened by mutual agreement of the parties.

<b>Salary Schedule</b>			
	<del>2022-23</del> <u>2025-26</u>	<del>2023-24</del> <u>2026-27</u>	<del>2024-25</del> <u>2027-28</u>
<u>Position</u>	<u>Position Salary</u>	<u>Position Salary</u>	<u>Position Salary</u>
HS Principal	<del>\$178,100</del> <u>190,85</u> <u>9</u>	<del>\$182,107</del> <u>195,63</u> <u>0</u>	<del>\$186,204</del> <u>200,52</u> <u>1</u>
MS Principal	<del>\$169,675</del> <u>181,83</u> <u>2</u>	<del>\$173,493</del> <u>186,37</u> <u>8</u>	<del>\$177,397</del> <u>191,03</u> <u>7</u>
Dir of Student Services <del>PK-12</del>	<del>\$169,675</del> <u>181,83</u> <u>2</u>	<del>\$173,493</del> <u>186,37</u> <u>8</u>	<del>\$177,397</del> <u>191,03</u> <u>7</u>
Elementary Principal	<del>\$158,382</del> <u>169,73</u> <u>0</u>	<del>\$161,946</del> <u>173,97</u> <u>3</u>	<del>\$165,590</del> <u>178,32</u> <u>2</u>
HS Assistant Principal	<del>\$153,666</del> <u>164,67</u> <u>4</u>	<del>\$157,123</del> <u>168,79</u> <u>1</u>	<del>\$160,658</del> <u>173,01</u> <u>1</u>
MS Assistant Principal	<del>\$150,700</del> <u>161,49</u> <u>7</u>	<del>\$154,091</del> <u>165,53</u> <u>4</u>	<del>\$157,558</del> <u>169,67</u> <u>2</u>
Elementary Assistant Principal	<del>\$143,394</del> <u>153,66</u> <u>7</u>	<del>\$146,620</del> <u>157,50</u> <u>9</u>	<del>\$149,919</del> <u>161,44</u> <u>7</u>
<del>Coordinator</del> <u>Assistant Director</u> of Student Services	<del>\$143,394</del> <u>153,66</u> <u>7</u>	<del>\$146,620</del> <u>157,50</u> <u>9</u>	<del>\$149,919</del> <u>161,44</u> <u>7</u>
<del>Curriculum Coordinator</del> <u>Director of Elementary Education &amp; Director of Secondary Education</u>	<del>\$143,394</del> <u>153,66</u> <u>7</u>	<del>\$146,620</del> <u>157,50</u> <u>9</u>	<del>\$149,919</del> <u>161,44</u> <u>7</u>
Director of Adult Education	<del>\$135,290</del> <u>144,98</u> <u>3</u>	<del>\$138,334</del> <u>148,60</u> <u>8</u>	<del>\$141,447</del> <u>152,32</u> <u>3</u>

<b>Salary Schedule</b>			
	<del>2022-23</del> <u>2025-26</u>	<del>2023-24</del> <u>2026-27</u>	<del>2024-25</del> <u>2027-28</u>
<b><u>Position</u></b>	<b><u>Position Salary</u></b>	<b><u>Position Salary</u></b>	<b><u>Position Salary</u></b>
<del>SEL Coordinator</del> <u>Director of Social and Emotional Learning</u>	<del>\$124,079</del> <u>140,96</u> <u>6</u>	<del>\$126,871</del> <u>144,49</u> <u>0</u>	<del>\$129,726</del> <u>148,10</u> <u>2</u>
Director of Technology	<del>\$145,287</del> <u>155,69</u> <u>6</u>	<del>\$148,556</del> <u>159,58</u> <u>8</u>	<del>\$151,899</del> <u>163,57</u> <u>8</u>
Athletic Director	<del>\$113,600</del> <u>140,96</u> <u>6</u>	<del>\$116,156</del> <u>144,49</u> <u>0</u>	<del>\$118,770</del> <u>148,10</u> <u>2</u>
<u>Director of Early Childhood Education</u>	<u>\$153,667</u>	<u>\$157,509</u>	<u>\$161,447</u>

F. ANNUITY CONTRIBUTIONS

For each administrator satisfying the length of service requirements set forth below, the Board shall contribute the following amounts as ~~a Board-paid~~an administrator's elective contribution to a tax-sheltered annuity designated by the administrator in accordance with the Board's Section 403(b) plan. ~~The Board's annuity contributions shall be separate and apart from, and not be counted as part of, the base annual salary for each administrator,~~ which sum shall be included for purposes of salary under the Teacher Retirement Board System.

<b>Employee Years in District</b>	<b><u>Elective Annuity Contribution Per Year</u></b>
Zero to Five	<del>\$2,500</del> <u>3,500</u>
Six and Beyond	<del>\$4,500</del> <u>5,500</u>

G. OUT OF CLASS

Any administrator who is appointed by the Superintendent of Schools to work in a higher classification than their regular classification for more than fifteen (15) consecutive school days shall receive, retroactive to the first day of such work, the pay for the higher classification in which the administrator is working.

**ARTICLE ~~IV~~V**  
**HOLIDAYS**

The following days will be observed holidays for Branford administrators:

- |                        |               |                               |
|------------------------|---------------|-------------------------------|
| New Year's Eve Day     | July 4th      | Thanksgiving Day              |
| New Year's Day         | Labor Day     | Friday after Thanksgiving Day |
| Martin Luther King Day | Rosh Hashanah | Christmas Eve Day             |
| Presidents' Day        | Yom Kippur    | Christmas Day                 |
| Good Friday            | Columbus Day  |                               |
| Memorial Day           | Veterans' Day |                               |

If a calendar is established whereby administrators will be expected to work on any one of these days, each administrator will be granted one floating day off for each one of these days that they are required to work.

**ARTICLE ~~VIV~~**  
**HEALTH AND INSURANCE BENEFITS**

- A. All personnel covered by this Agreement shall be eligible to participate in the ~~High Deductible Health Plan with Health Savings Account with the components set forth in Section B of this Article and shall be eligible to receive~~ Connecticut State Partnership Plan 2.0 (the “SPP”) with the following ~~additional benefits~~ components:
1. The health plan benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.
  2. The premium rates shall be set by the SPP.
  3. The SPP contains a Health Enhancement Plan (“HEP”) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event that the Partnership Plan 2.0 administrators impose a HEP non-participation or non-compliant penalty on the basis of an employee’s non-compliance with the terms of the HEP or any non-compliance on the part of any individual covered under the employee’s insurance, any such penalty shall be fully paid by the non-complaint employee. The imposition of any resulting premium cost increase shall be paid by the non-compliant employee by payroll deduction and the imposition of any deductible shall be implemented through claims administration.
  4. The parties acknowledge that the Board has a management right to leave the Partnership Plan 2.0 at any time and replace such plan with a new plan/carrier/plan administrator, provided that: 1) the Board shall provide the BAO with at least thirty (30) calendar days’ written notice prior to the effective date of any such change; 2) the plan/carrier/administrator shall provide coverage substantially comparable to the High Deductible Health Plan with Health Savings Account set forth in Article VI of the 2022-2025 Collective Bargaining Agreement.
- B. All personnel covered by this Agreement shall be eligible to receive the following additional benefits:
1. Term Life Insurance equal to twice the salary per bargaining unit member with double indemnity for accidental death and dismemberment coverage.
  2. Dental Benefits – All full-time personnel covered by this Agreement shall be eligible for dental benefits, which shall include general anesthesia for category II

coverage, such as, but not limited to, oral surgery, fillings, endodontics, extractions, etc. The deductibles and maximum benefit for dental benefits are as follows:

- \$25 Individual Deductible per Calendar Year
- \$75 Family Deductible per Calendar Year
- \$1,250 Maximum Benefit per Member per Calendar Year

~~B. All full-time personnel covered by this Agreement shall have the option to elect membership in the High Deductible Health Plan/Health Savings Account (“HSA Plan”) for themselves as individuals and for their families, except that where both spouses are staff members only one election shall be available. The plan shall include the following components:~~

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2000/\$4000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Cost Share Maximum (individual/aggregate family)	\$5,000/\$10,000	
Lifetime Maximum	Unlimited	Unlimited
Post-deductible RX \$10/25/40		

~~The Board will contribute fifty percent (50%) of the applicable deductible amount for each full-time administrator who elects coverage under the HSA plan (with pro-rated funding of the deductible for part-time administrators). One-half of the Board’s contribution toward the deductible will be deposited into the HSA accounts in July and the remaining one-half will be deposited into the HSA accounts in January.~~

~~The parties acknowledge that the Board’s contribution toward the funding of the deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.~~

EC. Income Protection Insurance

The Board of Education will provide at no cost to the individual employee a plan of income continuance in the form of Disability Income Insurance. The insurance shall have the following features: to age 65, but not less than sixty (60) months, after an elimination period of 180 days, of 60% of salary, to a maximum monthly benefit amount of \$7,000.



**D**. Premium Payments

The premium cost sharing for administrators participating in the insurance plan and dental benefits offered by the Board shall be as follows:

<del>2025-2026</del>	<u>21.0 %</u>
<del>2022-2023</del>	<del>19.5</del> <u>21.5 %</u>
<del>2023-2024</del>	<del>20.0</del> <u>22.0 %</u>
<del>2024-2025</del>	<u>20.5 %</u>

Said premium cost sharing shall be paid through payroll deductions and may be made through a Section 125 Plan.

- E. The Board reserves the right to reopen the provisions of this Article if ~~the cost of the medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if~~ there is any material amendment to the ACA or related state or federal laws. Reopener negotiations shall be governed by Conn. Gen. Stat. Section 10-153f(e) and shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

**ARTICLE ~~VH~~VI**  
**LEAVES OF ABSENCE**

A. Illness and Disability Leave

1. Fifteen (15) days of absence from work shall be allowed annually with full pay to all full-time administrators for personal illness or disability. Effective January 1, 2025, forty (40) hours of the aforementioned sick leave allotment may be used for the purposes set forth in and in accordance with Conn. Gen. Stat. §§ 31-57r, et seq., including for family illness.
2. The Superintendent shall cause a record to be kept of absence. Unused days of absence for illness or disability for each administrator shall be allowed to accumulate to a total of 245 days. ~~Those administrators whose records indicate amounts of unused illness or disability leave over 245 days shall be granted accumulation rights for that amount up to the minimum required within the provisions of the Connecticut General Statutes Section 10-156.~~
3. Each administrator, at the request of the Superintendent or designee, may be asked to supply a physician's certificate validating the reason for prolonged absence due to illness or disability. In cases of disability arising from pregnancy or related conditions, a doctor's certificate shall be required.

4. In case personal illness or disability results in absence in excess of earned or accumulated leave, full or part salary may be allowed by special action of the Board.

B. Death in Family

- ~~1.~~ Five days of non-cumulative absence with pay shall be allowed full-time administrators for death in the immediate family.
- ~~2.~~ Immediate family to be defined as to include parent, spouse, child, brother or sister and not to exclude these relationships through marriage or adoption.
- ~~3.~~ Three days funeral leave may be used for death of grandparent or grandchild.
- ~~4.~~ One day of funeral leave may be used for death of aunt or uncle.

C. Personal Days

1. Each member of the Organization will be allowed a maximum of two days of absence for emergency personal reasons per year, without a deduction in pay, providing that no day of absence for personal reasons occur during a day immediately preceding or following a vacation period, a day of school vacation, or any day scheduled on the school calendar as a holiday unless approved by the Superintendent of Schools ~~and the Board of Education on a request filed prior to a regularly scheduled meeting of the Board of Education~~ in advance of such absence.
2. Personal days requested in conjunction with short-term leaves of absence may be approved only in cases of extreme personal hardship. Combination of short-term leave of absence and personal days shall not be used to extend school vacation or holiday periods.

D. Religious Holidays

1. Staff members will be granted three days of absence each year for religious holidays without deduction of pay and without deduction of those days from sick leave.

E. Long-Term Leaves of Absence

1. Leaves of absence of up to one year's duration may be granted without pay at the discretion of the Board of Education.
2. An administrator on a leave of absence who wishes to return shall receive the first professional vacancy for which ~~he/she~~ the administrator is eligible and has displayed the proper certification and qualification, provided that written

application for return to service is made to the Superintendent at least six months prior to the date of termination of the leave of absence.

3. During a period of long-term leave of absence in accordance with this provision, an administrator may continue ~~his/her~~their insurance benefits if ~~he or she~~the administrator elects to pay 100% of the premium for such coverage. In addition, long-term leaves of absence will not be construed as a break in service for the purposes of calculating seniority. Administrators will not continue to accrue seniority during the period of such absence.

#### F. Short-Term Leave

1. A short-term leave of absence shall consist of a leave no longer than one month.
2. Short-term leave of absence, with or without pay, may be granted at the discretion of the Superintendent.
3. All applications for short-term leave must explain the reasons for such request.
4. Short-term leave requested immediately preceding or following a vacation period, a day of school vacation, or any day scheduled on the school calendar as a holiday shall be granted only in cases of extreme personal hardship.
5. All communications regarding short-term leave requests shall be treated as confidential.

#### G. Jury Duty

- ~~1~~1. An administrator who is called for jury duty shall receive the leave necessary to fulfill this obligation.
- ~~2~~2. Such leave shall not be deducted from other leave privileges.
- ~~3~~3. The administrator shall report to ~~his/her~~their assignment on any day court is not in session or when ~~he/she~~the administrator is legally excused from jury duty.
- ~~4~~4. While on jury duty, an administrator shall be paid the difference between ~~his/her~~their professional salary and the jury fee.

#### H. Military Duty

1. An administrator who is conscripted or recalled to active military service shall be reinstated upon return therefrom to the same or similar position as previously occupied at a salary which shall include any advance to which ~~he or she~~the administrator would have been entitled had ~~his or her~~their employment not been interrupted by the period of military service.

#### I. Vacation

1. Administrators are entitled to twenty-eight (28) vacation days per year. For unused vacation days, it is agreed that up to eight (8) vacation days may be “carried over” into each successive year, provided that, such days may not be accumulated (i.e., the most number of days an administrator may have available

in a given year is 36). The Superintendent shall have the prerogative to review and approve the vacation schedules in order to safeguard the interests of the School System.

**ARTICLE ~~VIII~~VII**  
**~~SABBATICAL LEAVE~~**

- ~~A. Full-time administrative personnel in the Branford School System may be granted sabbatical leaves for a year or half year of university study. No more than one administrator will be granted sabbatical leave in any single school year.~~
  - ~~B. Each candidate must meet all of the following requirements:
    - ~~1. Hold at least a Master's degree.~~
    - ~~2. Be a full-time certified person who has been employed by the Branford School System for six years preceding the proposed sabbatical year.~~
    - ~~3. Submit a plan of study to be carried out at a university in the United States or abroad during the sabbatical year. In special circumstances, administrators on sabbatical leave may carry out research projects instead of attending a regular course of university study. Candidates will not be limited to work in the area of their specialization. The plan of study submitted to the Board should indicate why the administrator wants to study outside his present specialization.~~
    - ~~4. Engage in limited remunerative employment during the period of sabbatical leave, agree to return to his or her administrative position, or to a substantially equivalent administrative position in the Branford School System for three years immediately following the sabbatical leave. If an administrator does not return for a full three-year period to his or her administrative position or to a substantially equivalent administrative position in the Branford Public School System following a sabbatical leave, reimbursement to the Board of Education will be made on a pro-rated basis according to the following schedule, provided such non-return was not due to the Board's decision:
      - ~~Service rendered following sabbatical—NONE.~~

~~All funds paid during sabbatical leave shall be returned in two payments: the first on July 1 of the year of expected return; the second on June 30 of the expected year of return.~~
      - ~~Service rendered following sabbatical—ONE YEAR.~~

~~Sixty-six (66%) percent of all funds paid during the sabbatical leave shall be returned to the Board in two payments: the first payment thirty (30) days following the date of resignation; the second payment on June 30 of the school year in which the resignation occurs.~~
      - ~~Service rendered following sabbatical—TWO YEAR.~~

~~Thirty-three (33%) percent of all funds paid during the sabbatical leave shall be returned to the Board of Education in two payments: the first payment thirty (30) days following the date of resignation; the second payment on June 30 of the school year in which the resignation occurs.~~~~~~
- ~~Should an administrator be unable to meet this payment schedule, extended payments of up to thirty-six (36) months may be arranged with an interest charge to be assessed at the prime rate of interest in effect on the date upon which financial arrangements are concluded.~~

- ~~5. During full year sabbatical leave, the administrator will receive a stipend equal to two-thirds of the expected annual salary during the sabbatical year. During one half year sabbatical leave, the administrator will receive a stipend equal to two-thirds of the expected semi-annual salary during the sabbatical period. A greater stipend may be granted for either full year or half year sabbatical leaves at the discretion of the Board of Education. The administrator may supplement the sabbatical stipend with other fellowship aid.~~
- ~~C. Administrators on sabbatical leave will receive salary increases as if they were continuing to work in the Branford School System.~~
- ~~D. Qualified administrators should apply for sabbatical leave no later than December 1st of the year preceding the year for which leave is requested.~~
- ~~E. The Superintendent will present all applications to the Board with his recommendations.~~
- ~~F. The Board will decide which, if any, applications will be approved on or before March 1st preceding the year of the sabbatical.~~

**ARTICLE IX  
PROFESSIONAL IMPROVEMENT**

**A. TUITION REIMBURSEMENT**

1. The Board will set aside a sum of \$~~7,000~~9,000 per year for utilization by BAO members to continue study at the graduate level.
2. Initial reimbursement shall not exceed \$500.00 per administrator per year.
3. Additional reimbursement to administrators requesting such reimbursement will be made for additional courses should there be remaining funds prior to the close of the fiscal year. Should a number of administrators make such additional reimbursement requests, and such requests cannot all be covered by remaining funds, the remaining funds will be divided on an equal percentage basis to said administrators. Such additional reimbursement requests must be made by no later than June 10 and then shall be acted upon in accordance with this Section by no later than June 30.
4. Requests after the dates below will be considered by the Superintendent if the fund has not been depleted.
5. Reimbursement will be made upon evidence that the course has been completed successfully (B+ or higher).
6. Requests for tuition reimbursement must be made prior to July 1 for the summer session, prior to September 1st, for the first semester, and prior to January 1st for the second semester.
7. All courses to which this provision is to be applied shall have prior approval of the Superintendent of Schools.

**B. GRADUATE WORK RECOGNITION**

- ~~1. The Board will compensate administrators for advance graduate study on the following scale:~~

<b>Administrative Years of Service in Branford</b>	<b><u>-0-5</u></b>	<b><u>-6-10</u></b>	<b><u>-11-15</u></b>	<b><u>16+</u></b>
6th year or equivalent	\$-400	\$-600	\$-900	\$1,150
6th year or equivalent +15	-600	-900	1,200	1,450
6th year or equivalent +30	1,000	1,250	1,500	1,750
PhD=	1,450	1,750	2,050	2,450

~~2. Such compensation shall not apply to administrators hired on or after 7/1/94.~~

**ARTICLE ~~XVIII~~  
PERSONNEL POLICIES**

**A. School Business Travel Expenses**

1. Administrators traveling on authorized school business shall travel by the most economical means.
2. Authorized mileage for a personal car will be the same allowance as provided by the IRS and would commence the budget year following any IRS change.
3. A request for reimbursable expenses shall be made upon a form supplied by the Board.
4. Reimbursement for expenses incurred by attendance at approved professional meetings shall be at the discretion of the Superintendent.

**B. Transfer of Administrators**

1. Transfers within the Branford system should, whenever possible, be made on a voluntary basis.
2. Personnel involved in transfers will be contacted by the Superintendent or a designee and will meet to discuss the transfer. Any administrator who shall be transferred will be given a reason or explanation, and shall be given an opportunity to respond.
3. The Board, through its Superintendent, maintains the right to transfer administrators within the system in the best interest of the entire school system.

**C. Notification of Staff Vacancies**

The Organization will be notified in writing of all staff vacancies.

**D. Accrued Sick Leave Benefit**

1. For administrators hired prior to September 1, 1994, upon retirement or death after no less than fifteen (15) years of Branford Administrative Service, unused



sick leave shall be paid on a per diem rate calculated at 1/245 of the average annual salary of the last five years of service. Maximum accumulation may not exceed 245 days.

2. Administrators wishing to exercise this benefit must so notify the Board in writing by December 1st of the preceding school year.
3. Upon retirement of an Administrator from the Branford School System in accordance with Connecticut General Statutes (10-133f(a), (b) or (c)), the Board will make available, health insurance benefits in force at the time of retirement until age 65, or until the retiree becomes eligible for Federal Health Insurance, whichever occurs first. The cost of such insurance will be at the expense of the retiree.

E. Professional Liability Insurance

1. The Board will contribute \$50 annually for those administrators who hold membership in Phi Delta Kappa toward the purchase of Professional Liability Insurance through Phi Delta Kappa.

F. Dues Deduction

1. The Board agrees to deduct Branford Administrators' Organization dues in twenty equal installments pursuant to signed authorization cards. The deductions will go into effect as soon as possible after the September 15th notification deadline date by the Organization for the individuals involved.

G. Retirement Compensation

For administrators hired subsequent to September 1, 1994, after no less than seven (7) years of service as an administrator in Branford, the Board will contribute \$2,000 per year per eligible administrator toward an annuity of the administrator's choice.

**ARTICLE ~~XIX~~**  
**~~ADMINISTRATORS RIGHTS~~**

~~A. Administrators Rights~~

~~The rights of administrators as employees shall be protected under the General Statutes of the State of Connecticut as per Section 10-151, 10-153, A-G, 10-235 and 10-236.~~

- ~~B. Equal Opportunity Employer  
The Board will not discriminate against any administrator on the basis of race, creed, color, sex, age, national origin or marital status.~~

~~ARTICLE XII~~  
**GRIEVANCE PROCEDURE**

A. PURPOSE

The purpose of this procedure is to resolve grievances that may arise at the lowest possible administrative level.

B. DEFINITIONS

1. "Grievance" shall mean a complaint by the bargaining unit concerning an alleged misinterpretation, misapplication, or violation of a specific term or terms of this collective bargaining agreement.
2. Administrator shall mean any certified professional full-time employee member of this bargaining unit.
3. When "days" are referred to in the time limit hereof, such shall mean ~~administrative work~~ business days on which Central Office is open.

C. TIME LIMITS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If a grievance is not filed in writing within fifteen (15) days after the administrator first knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure to appeal a grievance to the next level within the specified time shall be deemed to be acceptance of the decision rendered at that level.

D. INFORMAL PROCEDURES

1. If an administrator feels that they may have a grievance, they shall first discuss the matter with their immediate supervisor or other appropriate administrator in an effort to resolve the problem informally.
2. If the administrator is not satisfied with such disposition of the matter (#1 above), they shall appeal to the Organization to assist them in further efforts to resolve the problem informally with their supervisor or other appropriate administrator.

## E. FORMAL PROCEDURE

### 1. FIRST STEP

- a) If the aggrieved administrator is not satisfied with the disposition of their grievance on an informal basis, they may file in writing a grievance with the ~~Organization, for consideration of referral to the~~ Superintendent of Schools. Such filing must take place within the fifteen (15) day period as set forth in Section C (2) above.
- ~~a) The Organization shall decide within five (5) days after receipt of a written grievance whether or not the Organization shall initiate the formal process. Should the Organization decide in the negative, the matter shall be deemed closed.~~
- ~~b) The Organization shall within five (5) days after affirmative decision in one (1) above, refer the grievance to the Superintendent.~~
- eb) The Superintendent shall within ten (10) days after receipt of the written grievance, meet with the aggrieved administrator and with representatives of the Organization for the purposes of resolving the grievance.
- dc) The Superintendent shall within ten (10) days after the hearing, render ~~his~~their decision and the reasons therefore in writing to the Organization with a copy to the aggrieved administrator.

### 2. SECOND STEP

If the aggrieved administrator is not satisfied with the disposition of the grievance at Step 1, ~~he/she~~the administrator may, within five (5) days after the decision, request the Organization to file an appeal to the Board of Education.

- a) The Board of Education or Board subcommittee shall, within ~~fifteen~~thirty (~~15~~30) days after receipt of the written appeal, meet with representatives of the Organization and with the aggrieved administrator for the purpose of resolving the grievance.
- b) The Board or Board subcommittee shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved administrator, with a copy to the Organization.

### 3. THIRD STEP

- a) If the aggrieved administrator is not satisfied with the disposition of the Grievance at Step 2, the administrator may, within five (5) days after receipt of the Board decision, request that the Organization submit the grievance to arbitration.

- b) The Organization within five (5) days after receipt of such request, shall submit the grievance to arbitration by so notifying the Board in writing.
- c) The Chairman of the Board and the President of the Organization shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select a single arbitrator.
- d) The arbitrator selected shall confer promptly with representatives of the Board and the Organization shall review the record of prior hearings, and shall hold such further hearings with the aggrieved administrator and other parties of interest as he/she shall deem requisite.
- e) The arbitrator shall be governed by the Voluntary Rules and Regulations of the American Arbitration Association and shall render ~~his/her~~their decision in writing to the Board and the Organization setting forth ~~his/her~~their findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon both parties.
- f) The costs for the services of the arbitrator shall be borne equally by the Board and the Organization.
- g) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- h) The arbitrator may only hear and decide a grievance based upon an alleged misapplication, violation, or misinterpretation of this agreement. The decision of the arbitrator shall be final in all other matters. The arbitrator shall hear and decide only one grievance in each case. ~~He/she~~The arbitrator shall be bound by and must comply with all of the terms of this agreement. ~~He/she~~The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this agreement. The decision of the arbitrator shall be binding on both parties.

**ARTICLE ~~XIII~~**  
**REDUCTION IN FORCE AND RECALL**

- A. It is recognized that the Branford Board of Education has the sole and exclusive prerogative to eliminate positions or reduce staff, consistent with the provisions of state statutes. If in the Board's opinion it is necessary to reduce the administrative staff within particular administrative classifications, it shall be on the basis of length of administrative service within the Branford School System (seniority), certification, and qualifications. The above criteria are not listed in any particular order of significance.

In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:

- a. Any administrator relieved of ~~his/her~~their duties because of reduction of staff or elimination of position shall be offered an administrative opening if one exists, in ~~his/her~~the administrator's classification.
- b. If there is no existing administrative opening in ~~his/her~~the administrator's classification, the displaced administrator shall be offered the position of an administrator who has the least seniority in ~~his/her~~their present classification.
- c. If there is no existing administrative opening in ~~his/her~~the administrator's classification and the displaced administrator has the least seniority in ~~his/her~~their classification, ~~he/she~~the administrator will be offered an administrative opening, if one exists, in any other administrative classification for which ~~he/she~~the administrator is certified and qualified.
- d. If there are no existing administrative openings in any administrative classifications, and the displaced administrator has the least seniority in ~~his/her~~their present classification, but has administrative seniority over an administrator in another classification for which the displaced administrator is certified and qualified, the displaced administrator will be offered such position, provided, however such appointment does not constitute a promotion.
- e. If an administrator is relieved of ~~his/her~~their duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, ~~he/she~~the administrator will be offered a teaching position for which ~~he/she is~~they are certified, subject to the R.I.F. provisions of the teacher collective bargaining agreement.
- f. If an administrator is relieved of ~~his/her~~their duties because of a reduction in staff or an elimination of position and employed as a teacher, ~~he/she~~the administrator will be given the experience credit on the salary schedule according to the teacher contract.
- g. The classifications referred to above are as follows:
  1. High School Principal

2. Middle School Principal
3. Elementary Principal
4. High School Assistant Principal
5. Middle School Assistant Principal
6. Director of Student Services PK-12
7. Elementary Assistant Principal
8. ~~Coordinator~~Assistant Director of Student Services
9. Director of Adult Education
10. Athletic Director
11. Director of Social and Emotional Learning
12. Director of Early Childhood Education, Director of Elementary Education, and Director of Secondary Education
13. Director of Technology

1. The provisions set forth in this paragraph shall apply only to employees hired by the Board as administrators prior to July 1, 2013. The salary of any administrator displaced to a subordinate administrative or teaching position shall be "red circled" (frozen) at the amount the displaced administrator was receiving, until the salary for the new position is equal to or greater than ~~his/her~~the administrator's "red circled" (frozen) salary. In the case of "red circling" the salary of an administrator reassigned to a teaching position, such difference in pay, if any, shall constitute a separation allowance from administrative employment. An administrator displaced to a subordinate administrative position shall work the full administrative work year.
2. An administrator displaced into the teachers' bargaining unit shall retain all accumulated sick leave.
3. Recall
  - a) Any administrator who is reassigned or terminated as a result of the provisions of this Article shall be placed on a recall list for one (1) year. Such administrator shall be recalled in the reverse order of the procedure noted above should a vacancy occur in a category for which the administrator is eligible and as long as such administrator applies for such vacancy in accordance with its posting.
  - b) If an administrator fails to apply or refuses a position in a category for which the administrator is eligible, the administrator shall be dropped from the recall list.

- c) The Superintendent or ~~his/her~~ designee shall ~~maile-mail~~ to such administrator notice of ~~such postings to his/her~~ recall to the administrator's last known ~~mailing~~-mail address.
- d) The Superintendent shall supply a recall list to the Organization president containing the names of those administrators reassigned in accordance with the above-noted procedures. The Superintendent shall also supply the Organization with a copy of all job postings of administrators' positions.

**ARTICLE ~~XIV~~XI**  
**~~FAIR PRACTICES~~**

~~Any administrator who is appointed by the Superintendent of Schools to work in a higher classification than his regular classification for more than fifteen (15) consecutive school days shall receive, retroactive to the first day of such work, the pay for the higher classification in which is working.~~

**~~ARTICLE XV~~**  
**DURATION**

This Agreement shall be effective as of July 1, ~~2022~~2025 and shall continue and remain in full force and effect through June 30, ~~2025~~2028.

**ARTICLE ~~XVI~~XII**  
**DUES DEDUCTION**

- A. Upon the submission of a voluntary written authorization the Board agrees to deduct from salary paid to each administrator an amount equal to the Organization membership dues by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Organization membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The Organization shall, no later than August 1<sup>st</sup> of each year, give written notice to the Business Office of the amount of dues of those members of the Organization, which are to be deducted in that school year under such authorization.
- B. The balance of the annual dues shall be deducted from the final paycheck of any employee resigning his position, receiving a leave of absence or terminating his employment after the opening of school. Similarly, employees commencing employment at any time during the school year shall be responsible for the school year's annual dues by means of deductions from the remaining paychecks for that school year.
- C. The Organization shall indemnify and save the Board and/or the Town harmless against all claims, demands, suits, judgment or other forms of liability including attorney's fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

**ARTICLE ~~XVII~~XVIII**  
**JUST CAUSE**

No administrator shall be suspended without pay without just cause.

**BRANFORD BOARD OF EDUCATION**

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

**BRANFORD ADMINISTRATORS ORGANIZATION**

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



<b>Summary report:</b>	
<b>Litera Compare for Word 11.3.1.3 Document comparison done on 9/17/2024 11:11:39 AM</b>	
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<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>435</b>



Personnel

4650 P

## PROHIBITION OF SEX DISCRIMINATION, INCLUDING SEX BASED HARASSMENT

The Branford Board of Education and Branford Public Schools (the “District”) do not discriminate on the basis of sex and prohibit sex discrimination in any education program or activity that the Board and/or District operate, as required by Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, et seq. and its implementing regulations (“Title IX”), Title VII of the Civil Rights Act of 1964 (“Title VII”), as it may be amended from time to time, and Connecticut law. Inquiries about Title IX may be referred to the District’s Title IX Coordinator, the U.S. Department of Education’s Office for Civil Rights, or both. The District’s Title IX Coordinator is:

Assistant Superintendent  
185 Damascus Road  
Branford, CT 06405  
bpstitle9@branfordschools.org  
(203) 315-1786

The Superintendent of Schools shall develop and adopt grievance procedures that provide for the prompt and equitable resolution of complaints made (1) by students, employees, or other individuals who are participating or attempting to participate in the District’s education program or activity, or (2) by the Title IX Coordinator, alleging any action that would be prohibited by Title IX, Title VII, or Connecticut law (the “Administrative Regulations”). The Administrative Regulations are located hereafter.

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

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

1. *Quid pro quo harassment*, or where an employee, agent or other person authorized by the Board to provide an aid, benefit or services under its education program or activity explicitly or impliedly conditions the provision of an aid, benefit, or service of the Board on an individual’s participation in unwelcome sexual conduct.

2. *Hostile environment harassment*, or unwelcome sex-based conduct that based on the totality of the circumstances, is (1) subjectively and objectively offensive and (2) so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the District's education program or activity. Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - a. the degree to which the conduct affected the complainant's ability to access the District's education program or activity;
  - b. the type, frequency, and duration of the conduct;
  - c. the parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - d. the location of the conduct and the context in which the conduct occurred; and
  - e. other sex-based harassment in the District's education program or activity; or
3. *A specific offense*, as follows:
  - a. Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
  - b. Dating violence, meaning violence committed by a person: (i) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (ii) where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship;
  - c. Domestic violence, meaning felony or misdemeanor crimes committed by a person who: (i) is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of Connecticut, or a person similarly situated to a spouse of the victim; (ii) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (iii) shares a child in common with the victim; or (iv) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of Connecticut; or
  - d. Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (i) fear for the person's safety or the safety of others; or (ii) suffer substantial emotional distress.

### **Reporting Sex Discrimination**

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

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

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

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

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

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

Any Board employee who has information about conduct that reasonably may constitute sex discrimination immediately as practicable notify the Title IX Coordinator. If the Title IX Coordinator is alleged to have engaged in sex discrimination, Board employee shall instead notify their building principal or the Superintendent of Schools, if the employee is not assigned to a school building.

Individuals may also make a report of sex discrimination to the U.S. Department of Education: Office for Civil Rights, Boston Office, U.S. Department of Education, 8<sup>th</sup>9thFloor, 5 Post Office Square, Boston, MA 02109-3921 (Telephone: (617) 289-0111) and/or to the Connecticut Commission on Human Rights and Opportunities, 450 Columbus Boulevard, Hartford, CT 06103-1835 (Telephone: 860-541-3400 or Connecticut Toll Free Number: 1-800-477-5737).

Legal References:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED: 10-19-2022

REVISED:

**ADMINISTRATIVE REGULATIONS PROHIBITION OF SEX DISCRIMINATION ,  
INCLUDING SEX-BASED HARASSMENT**

The Branford Board of Education (the “Board”) and Branford Public Schools (the “District”) do not discriminate on the basis of sex and prohibit sex discrimination in any education program or activity that the Board and/or District operate, as required by Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, et seq. and its implementing regulations (“Title IX”), as it may be amended from time to time, Title VII of the Civil Rights Act of 1964 (“Title VII”), and Connecticut law.

The District has adopted grievance procedures that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in the District’s education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX, Title VII, or Connecticut law. Any reference in these Administrative Regulations to the Title IX coordinator or to an administrator includes such person’s designee.

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

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

1. *Quid pro quo harassment*, or where an employee, agent or other person authorized by the Board to provide an aid, benefit or services under its education program or activity explicitly or impliedly condition the provision of an aid, benefit, or service of the Board on an individual’s participation in unwelcome sexual conduct.
2. *Hostile environment harassment*, or unwelcome sex-based conduct that based on the totality of the circumstances, is (1) subjectively and objectively offensive and (2) so severe or pervasive that it limits or denies a person’s ability to participate in or benefit from the District’s education program or activity. Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - a. the degree to which the conduct affected the complainant’s ability to access the District’s education program or activity;
  - b. the type, frequency, and duration of the conduct;

- c. the parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - d. the location of the conduct and the context in which the conduct occurred; and
  - e. other sex-based harassment in the District's education program or activity; or
3. *A specific offense*, as follows:
- a. Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
  - b. Dating violence, meaning violence committed by a person: (i) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (ii) where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship;
  - c. Domestic violence, meaning felony or misdemeanor crimes committed by a person who: (i) is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of Connecticut, or a person similarly situated to a spouse of the victim; (ii) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (iii) shares a child in common with the victim; or (iv) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of Connecticut; or
  - d. Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (i) fear for the person's safety or the safety of others; or (ii) suffer substantial emotional distress.

## **SECTION I: REPORTING SEX DISCRIMINATION**

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

Assistant Superintendent  
185 Damascus Road  
Branford, CT 06405  
bpstitle9@branfordschools.org  
(203) 315-1786

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



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

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

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

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

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

## SECTION II: DEFINITIONS

1. **Bias** occurs when it is proven that the Title IX Coordinator, investigator(s), decisionmaker(s) demonstrate actual bias, rather than the appearance of bias. Actual bias includes, but is not limited to, demonstrated personal animus against the respondent or the complainant and/or prejudgment of the facts at issue in the investigation.
2. **Complainant** means (1) a student of the District or employee of the Board who is alleged to have been subjected to conduct that could constitute sex



discrimination under Title IX or its regulations; or (2) a person other than a student of the District or employee of the Board who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination. When a complainant is a student of the District, reference in these Administrative Regulations to complainant includes the student's parent or guardian.

3. **Complaint** means oral or written requests to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination under Title IX or its regulations and under the Board's policy and these Administrative Regulations.
4. **A conflict of interest** occurs when it is proven that the Title IX Coordinator, investigator(s), decisionmaker(s) have personal, financial and/or familial interests that affected the outcome of the investigation.
5. **Consent** means an active, clear and voluntary agreement by a person to engage in sexual activity with another person (also referred to hereafter as "affirmative consent").

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

- Affirmative consent is the standard used in determining whether consent to engage in sexual activity was given by all persons who engaged in the sexual activity.
- Affirmative consent may be revoked at any time during the sexual activity by any person engaged in the sexual activity.
- It is the responsibility of each person engaging in sexual activity to ensure that the person has the affirmative consent of all persons engaged in the sexual activity to engage in the sexual activity and that the affirmative consent is sustained throughout the sexual activity.
- It shall not be a valid excuse to an alleged lack of affirmative consent that a respondent to the alleged violation believed that the complainant consented to the sexual activity:
  - because the respondent was intoxicated or reckless or failed to take reasonable steps to ascertain whether the complainant consented, or
  - if the respondent knew or should have known that the complainant was unable to consent because such individual was unconscious, asleep, unable to communicate due to a mental or physical condition, unable to

consent due to the age of the individual or the age difference between the individual and the respondent, or incapacitated due to the influence of drugs, alcohol or medication.

- The existence of a past or current dating or sexual relationship between a complainant and a respondent, in and of itself, shall not be determinative of a finding of consent.
6. **Disciplinary sanctions** means consequences imposed on a respondent following a determination under Title IX or under the Board's policy and these Administrative Regulations that the respondent violated the District's prohibition on sex discrimination.
  7. For purposes of investigations and complaints of,sex discrimination, **education program or activity** includes buildings owned or controlled by the Board and conduct that is subject to the District's disciplinary authority. The District has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the District's education program or activity or outside the United States.
  8. **Employee** means (A) a teacher, substitute teacher, school administrator, school superintendent, guidance counselor, school counselor, psychologist, social worker, nurse, physician, school paraprofessional or coach employed by the Board or working in a public elementary, middle or high school; or (B) any other individual who, in the performance of the individual's duties, has regular contact with students and who provides services to or on behalf of students enrolled in a public elementary, middle or high school, pursuant to a contract with the Board.
  9. **Party** means a complainant or respondent.
  10. **Pregnancy** or related conditions mean (A) pregnancy, childbirth, termination of pregnancy, or lactation; (B) medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or (C) recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.
  11. **Relevant** means related to the allegations of sex discrimination under investigation as a part of the District's Title IX grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.
  12. **Remedies** means measures provided, as appropriate, to a complainant or any other person the District identifies as having had their equal access to the District's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the District's education program or activity after the District determines that sex discrimination occurred.
  13. **Respondent** means an individual who is alleged to have violated the District's prohibition on sex discrimination. When a respondent is a student of the District,

reference in these Administrative Regulations to respondent includes the student's parent or guardian.

14. **Retaliation** means intimidation, threats, coercion, or discrimination against any person by a student or an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or Title VII or their regulations or Connecticut law, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, hearing or informal resolution process conducted pursuant to federal Title IX regulations or under the Board's policy and these Administrative Regulations. This also includes peer retaliation, which means retaliation by a student against another student.
15. **School days** means the days that school is in session as designated on the calendar posted on the District's website. In its discretion, and when equitably applied and with proper notice to the parties, the District may consider business days during the summer recess as "school days" if such designation facilitates the prompt resolution of the grievance procedures.
16. **Supportive measures** means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to: (1) restore or preserve that party's access to the District's education program or activity, including measures that are designed to protect the safety of the parties or the District's educational environment, or (2) provide support during the District's grievance procedures or during the informal resolution process. Supportive measures may include counseling ; extensions of deadlines or other course-related adjustments, increased security and monitoring,; restrictions on contact; changes to class schedules or extracurriculars; training and education programs related to sex-based harassment, and other similar measures as determined appropriate by the Title IX Coordinator.

### **SECTION III: RESPONSE TO SEX DISCRIMINATION**

1. **Notification of Procedures.** When notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment, the Title IX Coordinator shall notify the complainant or, if the complainant is unknown, the individual who reported the conduct, of the grievance procedures, and the informal resolution process, if available and appropriate. If a complaint is made, the Title IX Coordinator shall also notify the respondent of the grievance procedures and the informal resolution process, if available and appropriate.
2. **Supportive Measures.** When notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment, an administrator will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education program or activity or provide support during the District's Title IX grievance procedures or during the informal

resolution process. The District will not disclose information about any supportive measures to persons other than the person to whom they apply and their parent or guardian unless necessary to provide the supportive measure or restore or preserve a party's access to the educational program or activity.

- a. Where a supportive measure has been implemented, a party may seek the modification or termination of the supportive measure, if the supportive measure is applicable to them and if the party's circumstances have materially changed. The District may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures or at the conclusion of the informal resolution process.
- b. *Challenge to Supportive Measures.* Upon an administrator's decision to provide, deny, modify or terminate a supportive measure, either a respondent or a complainant may challenge that decision. The challenged supportive measure must be applicable to the challenging party. A party's challenge may be based on, but is not limited to, concerns regarding whether the supportive measure is reasonably burdensome; reasonably available; being imposed for punitive or disciplinary reasons; imposed without fee or charge; or otherwise effective in meeting the purposes for which it is intended, including to restore or preserve access to the education program or activity, provide safety, or provide support during the grievance procedures. Such challenge shall be made in writing to the Title IX Coordinator.

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

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

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

proceed with the informal resolution process. If the informal resolution process proceeds, the Title IX Coordinator shall appoint an informal resolution facilitator, who will not be the same person as the investigator or the decisionmaker.

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

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



5. *Students with Disabilities.* If a complainant or respondent is a student with a disability, the Title IX Coordinator shall consult with one or more members of the student's Planning and Placement Team or Section 504 Team to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act throughout the implementation of the grievance procedures, including in the implementation of supportive measures.
6. *Absence of a Complaint.* In the absence of a complaint, or the withdrawal of any or all allegations in the complaint, and in the absence or termination of the informal resolution process, the Title IX Coordinator shall make a fact-specific determination regarding whether the Title IX Coordinator should initiate a complaint of sex discrimination. In making this determination, the Title IX Coordinator shall consider, at a minimum, the following factors:
  - a. The complainant's request not to proceed with initiation of a complaint;
  - b. The complainant's reasonable safety concerns regarding initiation of a complaint;
  - c. The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
  - d. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from the District's program or activity or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
  - e. The age and relationship of the parties; including whether the respondent is a Board employee; The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
  - f. The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
  - g. Whether the District could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

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

#### **SECTION IV: GRIEVANCE PROCEDURES FOR COMPLAINTS OF SEX DISCRIMINATION**

1. Basic Requirements for the Grievance Procedures.
  - a. The District will treat complainants and respondents equitably.

- b. The District prohibits any Title IX Coordinator, investigator, or decision maker from having a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- c. The District presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedures.
- d. The District has established timeframes for the major stages of the grievance procedures. The District has also established the following process that allows for the reasonable extension of time frames on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay:
  - 1. When determining whether a reasonable extension of time frames is appropriate, the Title IX Coordinator shall pursue a two-step inquiry. When appropriate, the Title IX Coordinator shall make this determination in consultation with the investigator, decisionmaker, appeal decision maker and/or the informal resolution facilitator.
  - 2. First, the Title IX Coordinator shall determine whether good cause exists. Good cause shall include, but is not limited to, the absence or illness of a party or a witness; concurrent law enforcement activity and/or activity by the Department of Children and Families; school being out of session; or particular circumstances based on the Title IX Coordinator's experience and familiarity with the complaint that constitute good cause. Reasonable modifications for those with disabilities and language assistance for those with limited proficiency in English should be provided within the established timeframes without need for a reasonable extension.
  - 3. The existence of good cause will not always require a reasonable extension. When evaluating whether such good cause warrants a reasonable extension of time, the Title IX Coordinator shall, in part, determine whether there is a reasonable alternative that may be pursued in lieu of an extension. Where no such alternative exists and where a reasonable extension is necessary to properly effectuate the District's grievance procedures, the Title IX Coordinator shall determine an appropriate extension of time and provide notice of the period of extension to the parties in writing.
- e. The District will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will be designed to not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consulting with their family members or confidential resources; or otherwise preparing for or participating in the grievance procedures. The District prohibits retaliation by or against any parties, including against witnesses.



- f. The District will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory (tending to prove sex discrimination) and exculpatory evidence (tending to disprove sex discrimination).. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
  - g. The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:
    1. Evidence that is protected under a privilege recognized by Federal or Connecticut law, unless the person to whom the privilege is owed has voluntarily waived the privilege;
    2. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and
    3. Evidence that relates to the complainant's sexual interests or prior sexual conduct unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual - conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.
  - h. The District will not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination. However, the District may remove a respondent from the District's program or activity on an emergency basis, as discussed above.
2. *Filing a Complaint.* A complainant (as defined above) and/or their parent or guardian may file a written or oral complaint with the Title IX Coordinator or an administrator to initiate the District's grievance procedures. Complaints should be filed within thirty (30) school days of the alleged occurrence. If a complaint is filed after thirty (30) school days of the alleged occurrence, the District may be limited in its ability to investigate the complaint.
  3. *Notice of District Grievance Procedures.* If not already done, within five (5) school days of receiving a complaint, the Title IX Coordinator shall inform the complainant and their

parent or guardian about the District's Title IX grievance procedures, offer the complainant supportive measures, and, where appropriate, inform the complainant and their parent or guardian about the District's informal resolution process. Through this notification, the Title IX Coordinator shall confirm that the complainant is requesting the District to conduct an investigation and make a determination regarding their allegations of sex discrimination. When the Title IX Coordinator is named as the respondent, the building principal or administrator responsible for the program shall notify the complainant and their parent or guardian.

4. *Jurisdiction and Dismissal.* Prior to initiating an investigation into the alleged sex discrimination and prior to issuing the notice of allegations, the Title IX Coordinator shall review the complaint and determine jurisdiction. If the alleged conduct occurred in the District's program or activity or the conduct is otherwise subject to the District's disciplinary authority, then the District has jurisdiction. If there is no jurisdiction, the Title IX Coordinator must dismiss the complaint. The Title IX Coordinator shall make a determination regarding jurisdiction within five (5) school days of receiving the complaint.
  - a. The Title IX Coordinator or the investigator may dismiss a complaint of sex discrimination prior to issuing the notice of allegations and prior to reaching a determination regarding responsibility where:
    1. The District is unable to identify the respondent after taking reasonable steps to do so;
    2. The respondent is not participating in the District's education program or activity and/or is not employed by the Board;
    3. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
    4. The Title IX Coordinator determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the District will make reasonable efforts to clarify the allegations by communicating with the complainant to discuss the allegations in the complaint.
  - b. Upon dismissal of the complaint, the Title IX Coordinator will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the Title IX Coordinator will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing. When a complaint is dismissed, the District will, at a minimum:

1. Offer supportive measures to the complainant as appropriate;
  2. If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
  3. Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within the District's education program or activity.
- c. Appeal of Dismissal. The Title IX Coordinator will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the Title IX Coordinator will also notify the respondent that the dismissal may be appealed. The District's appeal procedures will be implemented equally for all parties.
1. Dismissals may be appealed on the following bases:
    - a. Procedural irregularity that would change the outcome
    - b. New evidence that would change the outcome and that was not reasonably available when the dismissal was issued; and
    - c. The Title IX Coordinator, investigator or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change.
  2. If the dismissal is appealed, an administrator who did not take part in the investigation of the allegations or the dismissal of the complaint will be the appeal decision maker for the dismissal. The District's appeal process for the dismissal of a complaint provides the following:
    - a. The appealing party shall have five (5) school days from the receipt of the dismissal, to submit a written statement in support of, or challenging the outcome of the dismissal;
    - b. The appeal decision maker must promptly notify the other party of the appeal;
    - c. The other party shall have five (5) school days, from receiving notice from the appeal decision makers to submit a written a statement in support of, or challenging, the outcome; and
    - d. Within ten (10) school days following the other party's opportunity to provide a statement, the appeals decision maker shall provide the parties the result of the appeal and the rationale for the result.

5. Notice of Allegations. Upon receipt or filing by the Title IX Coordinator of a complaint, and after determining that the District retains jurisdiction over the complaint, the Title IX Coordinator must provide a notice of allegations to the parties that includes the following:
  - b. The District's Title IX grievance procedures and availability of the informal resolution process;
  - c. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
  - d. A statement that retaliation is prohibited; and
  - e. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if the District provides a description of the evidence, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

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

6. Investigation. The District will provide for the adequate, reliable, and impartial investigation of complaints. In most circumstances, the District will institute a unified investigative model in which an administrator, or a team of administrators, will serve as both the investigator and the decision maker. In rare circumstances, the Title IX Coordinator may implement a bifurcated investigative model in which the investigator and the decisionmaker are separate administrators, or separate teams of administrators. The implementation of a bifurcated investigative model shall be in the sole discretion of the District, based on a review by the Title IX Coordinator of the complexity of the investigation and the resources needed. The following applies to all investigations, except as otherwise provided herein:
  - a. The burden is on the District—not on the parties—to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.
  - b. The investigator(s) will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible.
  - c. The investigator(s) will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

- d. *Disclosure of Evidence:* Prior to making a determination, the investigator(s) will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible.
  1. Access to such evidence shall be accomplished by the investigator(s) providing the parties with a description of such evidence or the actual relevant and not otherwise impermissible evidence.
  2. The parties shall have five (5) school days to review a description of the evidence or the actual evidence.
  3. If not already provided, the parties may request to review the relevant and not otherwise impermissible evidence, rather than a description of the evidence. Parties requesting a review of the evidence must do so within the five (5) school day review period identified above.
  4. The parties may submit a written response to the evidence, which must be received by the investigator(s) no later than the end of the five (5) school day review period identified above.
  5. Based on the complexity and amount of the evidence, the investigator(s) may provide the parties with additional time to review and respond to the evidence.
  6. The District strictly prohibits the unauthorized disclosure of information and evidence obtained solely through the grievance procedures by parties or any other individuals involved in the Title IX grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.
- e. Only when using a bifurcated investigative model, the investigator(s) will draft an investigative report that summarizes the relevant and not otherwise impermissible evidence. The investigator(s) will provide this report to the parties and to the decision maker(s).
7. **Questioning the Parties and Witnesses.** The decisionmaker(s) shall question parties and witnesses to adequately assess the credibility of a party or witness, to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination. Credibility may be considered to be in dispute where the decision maker(s) must choose between competing narratives to resolve the complaint. The decision maker(s), at their discretion, may conduct individual meetings with the parties or witnesses to evaluate credibility. The decision maker(s) may consider the following factors in making this evaluation:
  - a. **Plausibility** – Whether the testimony is believable on its face; whether the party or witness experienced or perceived the conduct firsthand; and/or whether there are any inconsistencies in any part of the party’s or witness’s testimony;

- b. Corroboration – Whether there is other testimony or physical evidence that tends to prove or disprove the party’s or witness’s testimony;
- c. Motive to Falsify – Whether the party or the witness had a motive to lie; whether a bias, interest or other motive exists; and/or whether there is a fear of retaliation;
- d. Demeanor – Evaluating the party’s or witness’s body language, including whether there is a perceived nervousness and/or they make tense body movements.

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

- 8. Determination of Whether Sex Discrimination Occurred. Following an investigation and evaluation of all relevant and not otherwise impermissible evidence and within sixty (60) school days of issuing the initial notice of allegations, the decisionmaker(s) will:
  - a. Use the preponderance of the evidence standard to determine whether sex discrimination occurred. The standard requires the decisionmaker(s) to evaluate relevant and not otherwise impermissible evidence and determine if it is more likely than not that the conduct occurred. If the decisionmaker(s) is not persuaded by a preponderance of the evidence that sex discrimination occurred, the decisionmaker(s) shall not determine that sex discrimination occurred;
  - b. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX and/or the Board’s policy and these Administrative Regulations, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal;
  - c. Not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination;
  - d. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and
  - e. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination whether sex discrimination occurred.
- 9. Remedies and Disciplinary Sanctions. If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:
  - a. Coordinate the provision and implementation of remedies to a complainant and other people the District identified as having had equal access to the District’s education program or activity limited or denied by sex discrimination. These remedies may include, but are not limited to: continued supports for the complainant and other people the District identifies; follow-up inquiries with the



complainant and witnesses to ensure that the discriminatory/harassing conduct has stopped and that they have not experienced any retaliation; training or other interventions for the larger school community designed to ensure that students, staff, parents, Board members and other individuals within the school community understand the types of behavior that constitute discrimination/harassment, that the District does not tolerate it, and how to report it; counseling supports; other remedies as may be appropriate for a particular circumstance as determined by the Title IX Coordinator.

- b. Coordinate the imposition of disciplinary sanctions, as appropriate, for a respondent, including notification to the complainant of any such disciplinary sanctions. The possible sanctions may include, but are not limited to, discipline up to and including expulsion for students and termination of employment for employees; resolution through restorative practices; and/or restrictions from athletics and other extracurricular activities.
  - c. Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity.
  - d. Communicate with a student's PPT or Section 504 team prior to disciplining a respondent to ensure compliance with the requirements of the IDEA and Section 504 with respect to discipline of students.
  - e. If expulsion is recommended, refer a student respondent to the Board for expulsion proceedings pursuant to Connecticut law.
10. Appeal of Determination. After receiving the written determination of the outcome, parties shall have ten (10) school days to submit a formal written statement of appeal, if they so choose, to the Title IX Coordinator challenging the outcome of the grievance procedures and explaining the basis for appeal.

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

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

appeal will attempt to issue written notice of the outcome of the appeal to the parties within thirty (30) school days of receipt of all written statements from the parties.

#### **SECTION V: PREGNANCY OR RELATED CONDITIONS**

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

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

#### **SECTION VI: RETALIATION**

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

#### **SECTION VII: RECORDKEEPING**

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

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

#### **SECTION VIII: TRAINING**

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

1. *All employees.* All employees shall be annually trained on the District's obligation to address sex discrimination in its education program or activity; the scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based



harassment; and all applicable notification and information requirements related to pregnancy and related conditions and the District's response to sex discrimination.

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

#### **SECTION IX: FURTHER REPORTING**

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

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

7/29/2024

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

Name of the complainant

---

Date of the alleged conduct

---

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

---

Location where such conduct occurred

---

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

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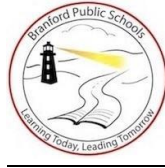
Detailed statement of the circumstances

Remedy requested:

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

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

SECOND READING OCT. 2024



**Students**

**5250 P**

## **PROHIBITION OF SEX DISCRIMINATION, INCLUDING SEX-BASED HARASSMENT**

The Branford Board of Education (the “Board”) and Branford Public Schools (the “District”) do not discriminate on the basis of sex and prohibit sex discrimination in any education programs or activities that it operates and the Board and/or District operate, as required by Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, et seq. and its implementing regulations (“Title IX”), as it may be amended from time to time, Title VII of the Civil Rights Act of 1964 (“Title VII”), and Connecticut law. Inquiries about Title IX may be referred to the District’s Title IX Coordinator, the U.S. Department of Education’s Office for Civil Rights, or both. The District’s Title IX Coordinator is:

Assistant Superintendent  
185 Damascus Road  
Branford, CT 06405  
bpstitle9@branfordschools.org  
(203) 315-1786

The Superintendent of Schools shall develop and adopt grievance procedures that provide for the prompt and equitable resolution of complaints made (1) by students, employees, or other individuals who are participating or attempting to participate in the District’s education program or activity, or (2) by the Title IX Coordinator, alleging any action that would be prohibited by Title IX, Title VII, or Connecticut law (the “Administrative Regulations”). The Administrative Regulations are located hereafter.

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

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

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



severe or pervasive that it limits or denies a person's ability to participate in or benefit from the District's education program or activity. Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- a. the degree to which the conduct affected the complainant's ability to access the District's education program or activity;
  - b. the type, frequency, and duration of the conduct;
  - c. the parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - d. the location of the conduct and the context in which the conduct occurred; and other sex-based harassment in the District's education program or activity; or
3. *A specific offense*, as follows:
- a. Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
  - b. Dating violence, meaning violence committed by a person: (i) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (ii) where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship;
  - c. Domestic violence, meaning felony or misdemeanor crimes committed by a person who: (i) is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of Connecticut, or a person similarly situated to a spouse of the victim; (ii) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (iii) shares a child in common with the victim; or (iv) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of Connecticut; or
  - d. Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (i) fear for the person's safety or the safety of others; or (ii) suffer substantial emotional distress.

### **Reporting Sex Discrimination**

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



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

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

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

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

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

Any Board employee who has information about conduct that reasonably may constitute sex discrimination must as immediately as practicable notify the Title IX Coordinator. If the Title IX Coordinator is alleged to have engaged in sex discrimination, Board employees shall instead notify their building principal or the Superintendent of Schools, if the employee is not assigned to a school building.

Individuals may also make a report of sex discrimination to the U.S. Department of Education: Office for Civil Rights, Boston Office, U.S. Department of Education, 9th Floor, 5 Post Office Square, Boston, MA 02109-3921 (Telephone (617) 289-0111) and/or to the Connecticut Commission on Human Rights and Opportunities, 450 Columbus Boulevard, Hartford, CT 06103-1835 (Telephone: 860-541-3400 or Connecticut Toll Free Number: 1-800-477-5737).

Legal References:



Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, et seq.  
Title IX of the Education Amendments of 1972, 34 C.F.R § 106.1, et seq.  
Civil Rights Act of 1964, Title VII, 42 U.S.C. § 2000e-2(a)  
Meritor Savings Bank, FSB v. Vinson, 477 U.S. 57 (1986)  
Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)  
Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)  
Equal Employment Opportunity Commission Policy Guidance on Current Issues of  
Sexual Harassment (N-915.050), March 19, 1990  
Conn. Gen. Stat. § 10-15c - Discrimination in public schools prohibited.  
Conn. Gen. Stat. § 46a-54 - Commission powers Connecticut  
Conn. Gen. Stat. § 46a-60 - Discriminatory employment practices prohibited  
Conn. Gen. Stat. § 46a-81c - Sexual orientation discrimination: Employment Conn.  
Gen. Stat. § 10-153 - Discrimination on the basis of sex, gender identity or expression or  
marital status prohibited  
Conn. Agencies Regs. §§ 46a-54-200 through § 46a-54-207  
Brittell v. Department of Correction, 247 Conn. 148 (1998)  
Fernandez v. Mac Motors, Inc., 205 Conn. App. 669 (2021)

ADOPTED: 10-19-2022

REVISED:

07/29/24



Students

5250 R

**ADMINISTRATIVE REGULATIONS PROHIBITION OF  
SEX  
DISCRIMINATION, INCLUDING SEX-BASED  
HARASSMENT**

The Branford Board of Education (the “Board”) and Branford Public Schools (the “District”) do not discriminate on the basis of sex and prohibit sex discrimination in any education program or activity that the Board and/or District operate, as required by Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, et seq. and its implementing regulations (“Title IX”), as it may be amended from time to time, Title VII of the Civil Rights Act of 1964 (“Title VII”), and Connecticut law.

The District has adopted grievance procedures that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in the District’s education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX, Title VII, or Connecticut law. Any reference in these Administrative Regulations to the Title IX coordinator or to an administrator includes such person’s designee.

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

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

1. *Quid pro quo harassment*, or where an employee, agent or other person authorized by the Board to provide an aid, benefit or services under its education program or activity explicitly or impliedly conditions the provision of an aid, benefit, or service of the Board on an individual’s participation in unwelcome sexual conduct(2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education programs or activities; or
2. *Hostile environment harassment*, or unwelcome sex-based conduct that based on the totality of the circumstances, is (1) subjectively and objectively offensive and (2) so severe or pervasive that it limits or denies a person’s ability to participate in or benefit





from the District's education program or activity. Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- a. the degree to which the conduct affected the complainant's ability to access the District's education program or activity;
  - b. the type, frequency, and duration of the conduct;
  - c. the parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - d. the location of the conduct and the context in which the conduct occurred; and
  - e. other sex-based harassment in the District's education program or activity; or
3. A specific offense, as follows:
- a. Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
  - b. Dating violence, meaning violence committed by a person: (i) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (ii) where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship;
  - c. Domestic violence, meaning felony or misdemeanor crimes committed by a person who: (i) is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of Connecticut, or a person similarly situated to a spouse of the victim; (ii) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (iii) shares a child in common with the victim; or (iv) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of Connecticut; or
  - d. Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (i) fear for the person's safety or the safety of others; or (ii) suffer substantial emotional distress.

## **SECTION I: REPORTING SEX DISCRIMINATION**

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



Assistant Superintendent  
185 Damascus Road  
Branford, CT 06405  
bpstitle9@branfordschools.org  
(203) 315-1786

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

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

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

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

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

The District may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. Consolidation shall not violate the Family Educational Rights and Privacy Act ("FERPA"), and thus requires that prior written consent is obtained from the parents or eligible students to the disclosure of their education records. Where the District is unable to obtain prior written consent, complaints cannot be consolidated. When more than one complainant or more



than one respondent is involved, references in these Administrative Regulations to a party, complainant, or respondent include the plural, as applicable.

## SECTION II: DEFINITIONS

1. **Bias** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or 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.
2. **Complainant** means (1) a student of the District or employee of the Board who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or (2) a person other than a student of the District or employee of the Board who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination. When a complainant is a student of the District, reference in these Administrative Regulations to complainant includes the student's parent or guardian.
3. **Complaint** means oral or written requests to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination under Title IX or its regulations and under the Board's policy and these Administrative Regulations.
4. A **conflict of interest** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decision maker(s) have personal, financial and/or familial interests that affected the outcome of the investigation.
5. **Consent** means an active, clear and voluntary agreement by a person to engage in sexual activity with another person (also referred to hereafter as "affirmative consent").

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

- Affirmative consent is the standard used in determining whether consent to engage in sexual activity was given by all persons who engaged in the sexual activity.
- Affirmative consent may be revoked at any time during the sexual activity by any person engaged in the sexual activity.



- It is the responsibility of each person engaging in a sexual activity to ensure that the person has the affirmative consent of all persons engaged in the sexual activity to engage in the sexual activity and that the affirmative consent is sustained throughout the sexual activity.
  - It shall not be a valid excuse to an alleged lack of affirmative consent that a respondent to the alleged violation believed that a complainant consented to the sexual activity:
    - because the respondent was intoxicated or reckless or failed to take reasonable steps to ascertain whether the complainant consented, or
    - if the respondent knew or should have known that the complainant was unable to consent because such individual was unconscious, asleep, unable to communicate due to a mental or physical condition, unable to consent due to the age of the individual or the age difference between the individual and the respondent, or incapacitated due to the influence of drugs, alcohol or medication.
  - The existence of a past or current dating or sexual relationship between a complainant and a respondent, in and of itself, shall not be determinative of a finding of consent.
6. **Disciplinary sanctions** means consequences imposed on a respondent following a determination under Title IX or under the Board's policy and these Administrative Regulations that the respondent violated the District's prohibition on sex discrimination.
7. For purposes of investigations and complaints of **sex discrimination education program or activity** includes buildings owned or controlled by the Board and conduct that is subject to the District's disciplinary authority. The District has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the District's education program or activity or outside the United States.
8. **Employee** means (A) a teacher, substitute teacher, school administrator, school superintendent, guidance counselor, school counselor, psychologist, social worker, nurse, physician, school paraprofessional or coach employed by the Board or working in a public elementary, middle or high school; or (B) any other individual who, in the performance of the individual's duties, has regular contact with students and who provides services to or on behalf of students enrolled in a public elementary, middle or high school, pursuant to a contract with the Board.
9. **Party** means a complainant or respondent.
10. **Pregnancy or related conditions** mean (A) pregnancy, childbirth, termination of pregnancy, or lactation; (B) medical conditions related to pregnancy, childbirth,



termination of pregnancy, or lactation; or (C) recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.

11. **Relevant** means related to the allegations of sex discrimination under investigation as a part of the District's Title IX grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.
12. **Remedies** means measures provided, as appropriate, to a complainant or any other person the District identifies as having had their equal access to the District's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the District's education program or activity after the District determines that sex discrimination occurred.
13. **Respondent** means an individual who is alleged to have violated the District's prohibition on sex discrimination. When a respondent is a student of the District, reference in these Administrative Regulations to respondent includes the student's parent or guardian.
14. **Retaliation** means intimidation, threats, coercion, or discrimination against any person by a student or an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or Title VII or their regulations or Connecticut law, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, hearing or informal resolution process conducted pursuant to federal Title IX regulations or under the Board's policy and these Administrative Regulations. This also includes peer retaliation, which means retaliation by a student against another student.
15. **School days** means the days that school is in session as designated on the calendar posted on the Board's website. In its discretion, and when equitably applied and with proper notice to the parties, the District may consider business days during the summer recess as "school days" if such designation facilitates the prompt resolution of the grievance process.
16. **Supportive measures** means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to: (1) restore or preserve that party's access to the District's education program or activity, including measures that are designed to protect the safety of the parties or the District's educational environment ; or (2) provide support during the District's grievance procedures or during the informal resolution process. Supportive measures may include counseling, extensions of deadlines or other course-related



adjustments: increased security and monitoring; restrictions on contact; changes to class schedules or extracurriculars; training and education programs related to sex-based harassment, and other similar measures as determined appropriate by the Title IX Coordinator.

### **SECTION III: RESPONSE TO SEX DISCRIMINATION**

1. *Notification of Procedures.* When notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment, the Title IX Coordinator shall notify the complainant or, if the complainant is unknown, the individual who reported the conduct, of the grievance procedures, and the informal resolution process, if available and appropriate. If a complaint is made, the Title IX Coordinator shall also notify the respondent of the grievance procedures and the informal resolution process, if available and appropriate.
2. *Supportive Measures.* When notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment, an administrator will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education program or activity or provide support during the District's Title IX grievance procedures or during the informal resolution process. The District will not disclose information about any supportive measures to persons other than the person to whom they apply and their parent or guardian unless necessary to provide the supportive measure or restore or preserve a party's access to the educational program or activity.
  - a. Where a supportive measure has been implemented, a party may seek the modification or termination of the supportive measure, if the supportive measure is applicable to them and if the party's circumstances have materially changed. The District may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures or at the conclusion of the informal resolution process.
  - b. *Challenge to Supportive Measures.* Upon an administrator's decision to provide, deny, modify or terminate a supportive measure, either a respondent or a complainant may challenge that decision. The challenged supportive measure must be applicable to the challenging party. A party's challenge may be based on, but is not limited to, concerns regarding whether the supportive measure is reasonably burdensome; reasonably available; being imposed for punitive or disciplinary reasons; imposed without fee or charge; or otherwise effective in meeting the purposes for which it is intended, including to restore or preserve access to the education program or activity, provide safety, or provide support during the grievance procedures. Such challenge shall be made in writing to the Title IX Coordinator.





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

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

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

a. *Notice of Informal Resolution Process.* Promptly upon obtaining the parties' voluntary consent to process with the informal resolution process and before initiation of the informal resolution process, the District must provide to the parties written notice that explains:

1. the allegations;
2. the requirements of the informal resolution process;
3. that, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the formal grievance procedures;
4. that the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming the formal grievance procedures arising from the same allegations;



5. the potential terms that may be requested or offered in an informal resolution agreement (which may include, but are not limited to, restrictions on contact, restrictions on the respondent's participation in the District's programs or activities, other disciplinary sanctions, and/or sensitivity training), including notice that an informal resolution agreement is binding only on the parties; and
  6. what information the District will maintain and whether and how the District could disclose such information for use in formal grievances procedures.
- b. *Intake Meeting(s)*. From the date of the written notice provided in subsection III.3.a, above, the parties will have thirty (30) school days to reach a resolution. The Title IX Coordinator may extend this timeframe for the same reasons identified in subsection IV.1.d, below. If a resolution is not reached, the District will continue resolving the complaint through the grievance procedures as outlined below. The informal resolution process will be designed to be collaborative, focusing on the needs of both parties. When the parties have agreed to pursue the informal resolution process, the informal resolution facilitator shall have a separate intake meeting with each party to determine the appropriate path for resolution. During the intake meeting(s), each party will have the opportunity to share their perspective on the allegations, and the informal resolution facilitator will ascertain the party's goals and motivation in pursuing an informal resolution process.
- c. *Informal Resolution Process*. Depending on the allegations of sex discrimination, the District may offer, or the parties may request (subject to the District's approval), one or more of the following types of informal resolution processes:
1. *Facilitated Dialogue*: After the intake meeting(s), the parties engage in a direct conversation about the alleged sex discrimination with the assistance of the informal resolution facilitator. In a facilitated dialogue, the parties are communicating directly and sharing the same space (virtually or in-person). During a facilitated dialogue, the parties will have the opportunity to discuss their individual experiences and listen to the experiences of others with the intention of reaching a mutually agreeable resolution.
  2. *Mediation*: After the intake meeting, the parties will engage in back-and-forth communication to reach an agreed-upon resolution. Mediation may take place electronically or in-person or virtually, with the parties in different locations (e.g. not face-to-face). The parties will have the opportunity to speak with the informal resolution facilitator, and the informal resolution facilitator will communicate each party's





perspective to the opposing party. Mediation may be completed in one session or may require multiple sessions.

- d. *Informal Resolution Agreement.* After the parties have reached an agreed-upon resolution, the informal resolution facilitator shall memorialize such agreement in writing. Such resolutions may include, but are not limited to, mutual no-contact orders; agreed upon sensitivity training; restrictions on the respondent's participation in the District's programs or activities or other disciplinary sanctions; or other mutually agreed upon resolutions. Both parties shall sign the informal resolution agreement, at which point the matter will be considered resolved.
        - e. *Retaliation and Subsequent Conduct.* Nothing in this section precludes an individual from filing a complaint of retaliation for matters related to an informal resolution, nor does it preclude either party from filing complaints based on conduct that is alleged to occur following the District's facilitation of the informal resolution.
4. *Emergency Removal.* The District will not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination. However, the District may remove a respondent from the District's program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that there is an imminent and serious threat to the health or safety of the complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
5. *Students with Disabilities.* If a complainant or respondent is a student with a disability, the Title IX Coordinator shall consult with one or more members of the student's Planning and Placement Team or Section 504 Team to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act throughout the implementation of the grievance procedures, including in the implementation of supportive measures.
6. *Absence of a Complaint.* In the absence of a complaint, or the withdrawal of any or all allegations in the complaint, and in the absence or termination of the informal resolution process, the Title IX Coordinator shall make a fact-specific determination regarding whether the Title IX Coordinator should initiate a complaint of sex discrimination. In making this determination, the Title IX Coordinator shall consider, at a minimum, the following factors:
  - a. The complainant's request not to proceed with initiation of a complaint;
  - b. The complainant's reasonable safety concerns regarding initiation of a complaint;



- c. The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- d. The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from the District's program or activity or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
- e. The age and relationship of the parties including whether the respondent is a Board employee;
- f. The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- g. The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- h. Whether the District could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

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

#### **SECTION IV: GRIEVANCE PROCEDURES FOR COMPLAINTS OF SEX DISCRIMINATION**

##### **1. Basic Requirements for the Grievance Procedures.**

- a. District will treat complainants and respondents equitably.
- b. The District prohibits any Title IX Coordinator, investigator, or decision maker from having a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- c. The District presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedures.
- d. The District has established timeframes for the major stages of the grievance procedures. The District has also established the following process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay:



1. When determining whether a reasonable extension of time frames is appropriate, the Title IX Coordinator shall pursue a two-step inquiry. When appropriate, the Title IX Coordinator shall make this determination in consultation with the investigator, decisionmaker, appeal decision maker and/or the informal resolution facilitator.
  2. First, the Title IX Coordinator shall determine whether good cause exists. Good cause shall include, but is not limited to, the absence or illness of a party or a witness; concurrent law enforcement activity and/or activity by the Department of Children and Families; school being out of session; or particular circumstances based on the Title IX Coordinator's experience and familiarity with the complaint that constitute good cause. Reasonable modifications for those with disabilities and language assistance for those with limited proficiency in English should be provided within the established timeframes without need for a reasonable extension.
  3. The existence of good cause will not always require a reasonable extension. When evaluating whether such good cause warrants a reasonable extension of time, the Title IX Coordinator shall, in part, determine whether there is a reasonable alternative that may be pursued in lieu of an extension. Where no such alternative exists and where a reasonable extension is necessary to properly effectuate the District's grievance procedures, the Title IX Coordinator shall determine an appropriate extension of time and provide notice of the period of extension to the parties in writing.
- e. The District will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will be designed to not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consulting with their family members or confidential resources; or otherwise preparing for or participating in the grievance procedures. The District prohibits retaliation by or against any parties, including against witnesses.
  - f. The District will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory (tending to prove sex discrimination) and exculpatory evidence (tending to disprove sex discrimination). Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
  - g. The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:



1. Evidence that is protected under a privilege recognized by Federal or Connecticut law, unless the person to whom the privilege is owed has voluntarily waived the privilege;
  2. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the District obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and
  3. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.
    - h. The District will not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination. However, the District may remove a respondent from the District's program or activity on an emergency basis, as discussed above.
2. *Filing a Complaint.* A complainant (as defined above) and/or their parent or guardian may file a written or oral complaint with the Title IX Coordinator or an administrator to initiate the District's grievance procedures. Complaints should be filed within thirty (30) school days of the alleged occurrence. If a complaint is filed after thirty (30) school days of the alleged occurrence, the District may be limited in its ability to investigate the complaint.
  3. *Notice of District Grievance Procedures.* If not already done, within five (5) school days of receiving a complaint, the Title IX Coordinator shall inform the complainant and their parent or guardian about the District's Title IX grievance procedures, offer the complainant supportive measures, and, where appropriate, inform the complainant and their parent or guardian about the District's informal resolution process. Through this notification, the Title IX Coordinator shall confirm that the complainant is requesting the District to conduct an investigation and make a determination regarding their allegations of sex discrimination. When the Title IX Coordinator is named as the respondent, the building principal or administrator responsible for the program shall notify the complainant and their parent or guardian.



4. *Jurisdiction and Dismissal.* Prior to initiating an investigation into the alleged sex discrimination and prior to issuing the notice of allegations, the Title IX Coordinator shall review the complaint and determine jurisdiction. If the alleged conduct occurred in the District's program or activity or the conduct is otherwise subject to the District's disciplinary authority, then the District has jurisdiction. If there is no jurisdiction, the Title IX Coordinator must dismiss the complaint. The Title IX Coordinator shall make a determination regarding jurisdiction within five (5) school days of receiving the complaint.
- a. The Title IX Coordinator or the investigator may dismiss a complaint of sex discrimination prior to issuing the notice of allegations and prior to reaching a determination regarding responsibility where:
    1. The District is unable to identify the respondent after taking reasonable steps to do so;
    2. The respondent is not participating in the District's education program or activity and/or is not employed by the Board;
    3. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
    4. The Title IX Coordinator determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the District will make reasonable efforts to clarify the allegations by communicating with the complainant to discuss the allegations in the complaint.
  - b. Upon dismissal of the complaint, the Title IX Coordinator will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the Title IX Coordinator will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing. When a complaint is dismissed, the District will, at a minimum:
    1. Offer supportive measures to the complainant as appropriate;
    2. If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and



3. Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within the District's education program or activity.
- c. Appeal of Dismissal. The Title IX Coordinator will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the Title IX Coordinator will also notify the respondent that the dismissal may be appealed. The District's appeal procedures will be implemented equally for all parties.
1. Dismissals may be appealed on the following bases:
    - a. Procedural irregularity that would change the outcome
    - b. New evidence that would change the outcome and that was not reasonably available when the dismissal was issued; and
    - c. The Title IX Coordinator, investigator or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome of the matter. A conflict of interest or bias does not exist solely because the Title IX Coordinator, investigator(s), and/or decision-maker(s) previously worked with or disciplined the complainant or respondent.
  2. If the dismissal is appealed, an administrator who did not take part in the investigation of the allegations or the dismissal of the complaint will be the appeal decisionmaker for the dismissal. The District's appeal process for the dismissal of a complaint provides the following:
    - a. The appealing party shall have five (5) school days, from the receipt of the dismissal, to submit a written statement in support of, or challenging, the outcome of the dismissal;
    - b. The appeal decision maker must promptly notify the other party of the appeal;
    - c. The other party shall have five (5) school days, from receiving notice from the appeal decision maker to submit a written statement in support of, or challenging, the outcome and
    - d. Within ten (10) school days following the other party's opportunity to provide a statement, the appeals decisionmaker shall provide the parties the result of the appeal and the rationale for the result.





5. *Notice of Allegations.* Upon receipt or filing by the Title IX Coordinator of a complaint, and after determining that the District retains jurisdiction over the complaint, the Title IX Coordinator must provide a notice of allegations to the parties that includes the following:
- a. The District's Title IX grievance procedures and availability of the informal resolution process;
  - b. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
  - c. A statement that retaliation is prohibited; and
  - d. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if the District provides a description of the evidence, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

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

6. *Investigation.* The District will provide for the adequate, reliable, and impartial investigation of complaints. In most circumstances, the District will institute a unified investigative model in which an administrator, or a team of administrators, will serve as both the investigator and the decisionmaker. In rare circumstances, the Title IX Coordinator may implement a bifurcated investigative model in which the investigator and the decisionmaker are separate administrators, or separate teams of administrators. The implementation of a bifurcated investigative model shall be in the sole discretion of the District, based on a review by the Title IX Coordinator of the complexity of the investigation and the resources needed. The following applies to all investigations, except as otherwise provided herein:
- a. The burden is on the District—not on the parties—to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.
  - b. The investigator(s) will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible.



- c. The investigator(s) will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.
  - d. Disclosure of Evidence: Prior to making a determination, the investigator(s) will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible.
    1. Access to such evidence shall be accomplished by the investigator(s) providing the parties with a description of such evidence or the actual relevant and not otherwise impermissible evidence.
    2. The parties shall have five (5) school days to review a description of the evidence or the actual evidence.
    3. If not already provided, the parties may request to review the relevant and not otherwise impermissible evidence, rather than a description of the evidence. Parties requesting a review of the evidence must do so within the five (5) school day review period identified above.
    4. The parties may submit a written response to the evidence, which must be received by the investigator(s) no later than the end of the five (5) school day review period identified above.
    5. Based on the complexity and amount of the evidence, the investigator(s) may provide the parties with additional time to review and respond to the evidence.
    6. The District strictly prohibits the unauthorized disclosure of information and evidence obtained solely through the grievance procedures by parties or any other individuals involved in the Title IX grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.
  - e. Only when using a bifurcated investigative model, the investigator(s) will draft an investigative report that summarizes the relevant and not otherwise impermissible evidence. The investigator(s) will provide this report to the parties and to the decisionmaker(s).
7. *Questioning the Parties and Witnesses.* The decisionmaker(s) shall question parties and witnesses to adequately assess the credibility of a party or witness, to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination. Credibility may be considered to be in dispute where the decisionmaker(s) must choose between competing narratives to resolve the complaint. The decisionmaker(s), at their discretion, may conduct individual meetings with the





parties or witnesses to evaluate credibility. The decisionmaker(s) may consider the following factors in making this evaluation:

- a. Plausibility – Whether the testimony is believable on its face; whether the party or witness experienced or perceived the conduct firsthand; and/or whether there are any inconsistencies in any part of the party’s or witness’s testimony;
- b. Corroboration – Whether there is other testimony or physical evidence that tends to prove or disprove the party’s or witness’s testimony;
- c. Motive to Falsify – Whether the party or the witness had a motive to lie; whether a bias, interest or other motive exists; and/or whether there is a fear of retaliation;
- d. Demeanor – Evaluating the party’s or witness’s body language, including whether there is a perceived nervousness and/or they make tense body movements.

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

8. *Determination of Whether Sex Discrimination Occurred.* Following an investigation and evaluation of all relevant and not otherwise impermissible evidence and within sixty (60) school days of issuing the initial notice of allegations, the decisionmaker(s) will:
  - a. Use the preponderance of the evidence standard to determine whether sex discrimination occurred. The standard requires the decisionmaker(s) to evaluate relevant and not otherwise impermissible evidence and determine if it is more likely than not that the conduct occurred. If the decisionmaker(s) is not persuaded by a preponderance of the evidence that sex discrimination occurred, the decisionmaker(s) shall not determine that sex discrimination occurred;
  - b. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX and/or the Board’s policy and these Administrative Regulations, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal;
  - c. Not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination;
  - d. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and
  - e. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination whether sex discrimination occurred.



9. *Remedies and Disciplinary Sanctions.* If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:
- a. Coordinate the provision and implementation of remedies to a complainant and other people the District identified as having had equal access to the District's education program or activity limited or denied by sex discrimination. These remedies may include, but are not limited to: continued supports for the complainant and other people the District identifies; follow-up inquiries with the complainant and witnesses to ensure that the discriminatory/harassing conduct has stopped and that they have not experienced any retaliation; training or other interventions for the larger school community designed to ensure that students, staff, parents, Board members and other individuals within the school community understand the types of behavior that constitute discrimination/harassment, that the District does not tolerate it, and how to report it; counseling supports; other remedies as may be appropriate for a particular circumstance as determined by the Title IX Coordinator.
  - b. Coordinate the imposition of disciplinary sanctions, as appropriate, for a respondent, including notification to the complainant of any such disciplinary sanctions. The possible sanctions may include, but are not limited to, discipline up to and including expulsion for students and termination of employment for employees; resolution through restorative practices; and/or restrictions from athletics and other extracurricular activities.
  - c. Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity.
  - d. Communicate with a student's PPT or Section 504 team prior to disciplining a respondent to ensure compliance with the requirements of the IDEA and Section 504 with respect to discipline of students.
  - e. If expulsion is recommended, refer a student respondent to the Board for expulsion proceedings pursuant to Connecticut law.
10. *Appeal of Determination.* After receiving the written determination of the outcome, parties shall have ten (10) school days to submit a formal written statement of appeal, if they so choose, to the Title IX Coordinator challenging the outcome of the grievance procedures and explaining the basis for appeal.

Upon receipt of an appeal, the Superintendent shall appoint a decisionmaker(s) for the appeal, who shall be someone other than the Title IX Coordinator, investigator(s), or initial decisionmaker(s). The decisionmaker(s) for the appeal will provide the appealing party's written statement to the non-appealing party. The non-appealing party will then



have ten (10) school days to submit to the decision-maker(s) for the appeal a written statement in support of, or challenging, the outcome of the grievance procedures.

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

#### **SECTION V: PREGNANCY OR RELATED CONDITIONS**

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

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

#### **SECTION VI: RETALIATION**

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

#### **SECTION VII: RECORDKEEPING**

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

1. For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures and the resulting outcome;



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

### **SECTION VIII: TRAINING**

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

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

### **SECTION IX: FURTHER REPORTING**

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



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

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

Name of the complainant

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Date of the alleged conduct

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

---

Location where such conduct occurred

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

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Detailed statement of the circumstances

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Remedy requested:

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[Empty rectangular box for signature or date]

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

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

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