

BRANFORD BOARD OF EDUCATION

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

WEDNESDAY
6:30 PM
March 19, 2025

Walsh Intermediate School
Collaboration & Innovation Center (Room 112)
185 Damascus Road, Branford, CT

To locate agendas and to access/view meetings please go to 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 policies:
 - a. 4350 Family and Medical Leave
 - b. 4625 Section 504/ADA (Personnel)
 - c. 4650 Title IX Sex Discrimination and Sexual Harassment (Personnel)
 - d. 5125 Section 504/ADA (Students)
 - e. 5250 Title IX/Sex Discrimination and Sexual Harassment (Students)
 - B. To consider and if appropriate, vote to approve the Healthy Food Certification (HFC)
- X. Discussion/Action Items
 - A. To Consider and if Appropriate, Vote to Approve the First Reading of policies:
 - a. 5550 Homeless Children and Youth
 - b. 5650 Suicide Prevention and Intervention
 - B. To Consider and if Appropriate, Vote to Create a Naming of Facilities Ad Hoc Committee
 - C. To consider and if appropriate, vote to request an interim funding request of \$600,000 for the BHS skylight replacement
- XI. Board Reports:
 - A. ACES
 - B. CABE
- XII. PTA Updates
- XIII. 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

Guests attending meetings in person or virtually are invited to make public comment. Speakers must identify themselves by name and address. While the Board does not respond to public comment during the meeting, the Chair and Superintendent will work collaboratively to make sure your comments are thoughtfully considered. Disruptive conduct may result in termination of participation privileges or removal from meetings. Three minutes will be allotted to each speaker.

UPCOMING BOE MEETINGS

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

BOE Committee Chairs (Virtual)	April 2, 2025 @ 5:00 PM
Teaching & Learning Committee Meeting	April 9, 2025 @ 6:00 PM
Personnel & Finance Committee Meeting	April 9, 2025 @ 7:00 PM
Policy Committee	April 9, 2025 @ 7:30 PM
Communication Committee	April 23, 2025 @ 6:00 PM
Full BOE Meetings	April 23, 2025 @ 6:30 PM
BOE Committee Chairs <u>for May Agendas</u> (Virtual)	April 30, 2025 @ 5:00 PM

COMMITTEE CHAIRS & MEMBERS

Teaching & Learning

Ellen Michaels, 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



Personnel

4350 P

FAMILY AND MEDICAL LEAVE

PURPOSE

The purpose of this policy is to apprise employees of their rights and establish guidelines for leaves taken by employees of the Branford Board of Education (the “Board”) under the federal Family and Medical Leave Act of 1993 (“FMLA”) and applicable Connecticut state law. This policy is not intended to, and does not, recite every provision of applicable law and regulations

ELIGIBILITY

An employee who holds a certification under Chapter 166 of the Connecticut General Statutes (*i.e.* a certified employee) who has been employed by the Board for at least twelve (12) months, and who has worked at least 1,250 actual work hours, during the twelve (12) months immediately preceding the start of a leave, is eligible for unpaid leave under the FMLA. A full-time instructional employee meets the 1,250 hours of service requirement unless the Board can demonstrate that such employee did not meet the 1,250 hours of service requirement in the 12-month period prior to the start of leave.

An employee who does not hold a certification under Chapter 166 of the Connecticut General Statutes (*i.e.* a noncertified employee) is eligible for the leave described in this policy if such employee has worked for the Board for at least twelve (12) months, and has worked at least 950 service hours during the twelve (12) months immediately preceding the start of such leave.

DEFINITIONS

Genetic information: For purposes of this policy, “genetic information” includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Instructional employee: For purposes of this policy, an “instructional employee” is defined as a teacher or other employee of the Board who is employed principally in an instructional capacity and whose principal function is to teach and instruct students in a class, a small group, or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aides who do not have as their principal function actual teaching or instructing, nor auxiliary personnel such as counselors,

psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily non-instructional employees.

REASONS FOR LEAVE

Leaves under the FMLA and applicable state law may be taken for the following reasons:

- incapacity due to pregnancy, prenatal medical care, or child birth; or
- to care for the employee's newborn child; or
- the placement of a child with the employee by adoption or for foster care; or
- to care for the employee's spouse, child, or parent who has a serious health condition; or
- to care for the employee's own serious health condition that renders the employee unable to perform the functions of the employee's position; or
- to serve as an organ or bone marrow donor; or
- to care for an injured or ill servicemember (see below – Length of Leave – for further information); or
- a qualifying exigency arising out of a family member's military service, including one or more of the following reasons (note – more detailed information on the following categories is available from the Talent Services Department):
 - short-notice deployment;
 - military events and related activities;
 - childcare and school activities;
 - financial and legal arrangements;
 - counseling;
 - rest and recuperation;
 - post-deployment activities;
 - parental care leave for military member's parent who is incapable of self-care and care is necessitated by the military member's covered active duty;§

- additional activities that arise out of the active duty or call to active duty status of a covered military member, provided that the Board and the employee agree that such leave qualifies as an exigency, and agree to both the timing and the duration of such leave.

LENGTH OF LEAVE

(a) Basic FMLA Leave Entitlement

If a leave is requested for one of the above-listed reasons, each eligible employee may take up to a total of twelve (12) weeks unpaid family or medical leave in the 12-month entitlement period.

The 12-month entitlement period for family or medical leave is measured on the basis of a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

(b) Leave to Care for an Injured or Ill Servicemember

In addition to the reasons for leave listed above, an eligible employee may take up to twenty-six (26) workweeks of FMLA leave during a 12-month period to care for (i) a servicemember who is the employee's spouse, parent, child or next of kin, and who incurred a serious injury or illness in the line of duty and while on active duty in the Armed Forces or had a preexisting injury or illness prior to beginning active duty that was aggravated by service in the line of duty on active duty in the Armed Forces; or, (ii) a covered veteran with a serious injury or illness who is the employee's spouse, parent, child or next of kin.

For servicemembers, the injury or illness must render the servicemember medically unable to perform the duties of office, grade, rank or rating. This provision applies to servicemembers who are undergoing medical treatment, recuperation, or therapy, are in outpatient status, or who are on the temporary disability retired list, for a serious injury or illness.

For covered veterans, the veteran must be undergoing medical treatment, recuperation or therapy for a serious injury or illness and must have been (1) a member of the Armed Forces (including the National Guard or Reserves); (2) discharged or released under conditions that were other than dishonorable; and (3) discharged within the five-year period before the eligible employee first takes FMLA military caregiver leave to care for the veteran.¹

¹ The employee's first date of leave must be within the five-year period. However, the employee may continue to take leave throughout the single 12-month period even if the leave extends past the five-year period. Note - special rules may apply to calculating the five-year period for veterans discharged between

For covered veterans, serious injury or illness means any of the following:

- (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
- (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

When combined with any other type of FMLA-qualifying leave, total leave time may not exceed twenty-six (26) weeks in a single twelve (12) month period. Standard FMLA leave procedures described below apply to all requests for and designation of leave for this purpose. *However*, in the case of leave to care for a servicemember with a serious injury or illness, the 12-month period begins on the day such leave actually commences.

TYPES OF LEAVE AND CONDITIONS

(a) Full-Time, Intermittent and Reduced Schedule Leave

Full-time leave excuses the employee from work for a continuous period of time. Full-time unpaid leave may be taken for any of the reasons permitted by the FMLA.

Intermittent leave means leave taken due to a single qualifying event in separate periods of time rather than for one continuous period of time. Examples of intermittent leave include: leave taken one day per week over a period of a few

October 28, 2009 and March 8, 2013. This period will effectively be excluded from the five-year calculation.

months; or leave taken on an occasional/as-needed basis for medical appointments.

Reduced schedule leave is leave that reduces the employee's usual number of work hours per day for some period of time. For example, an employee may request half-time work for a number of weeks so the employee can assist in the care of a seriously ill parent.

Intermittent or reduced schedule leave may be taken (a) when medically necessary for an employee's or covered family member's serious health condition, or for a covered servicemember's serious illness or injury, and (b) the need for leave can be best accommodated through an intermittent or reduced schedule leave. In addition, FMLA leave may be taken intermittently or on a reduced schedule basis (1) due to a qualifying exigency; or (2) to effectuate the placement of a child for adoption or foster care before the placement of the child in the home.

If foreseeable intermittent or reduced schedule leave is medically required based upon planned medical treatment of the employee or a family member or a covered servicemember, including during a period of recovery from an employee's or family member's serious health condition or a serious injury or illness of a covered service member, the Board may, in its sole discretion, temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates the type of leave requested. Also, special arrangements may be required of an instructional employee who needs to take intermittent or reduced-schedule leave which will involve absence for more than twenty (20) percent of the work days in the period over which the leave will extend (for example, more than five days over a five-week period), if the leave is to care for a family member with a serious health condition, to care for a covered servicemember with a serious injury or illness, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment. In such situations, the Board may require the instructional employee to transfer temporarily to another job or take leave for a particular duration, not to exceed the duration of the planned medical treatment.

(b) Both Spouses Working for the Same Employer

If both spouses are eligible employees of the Board and request leave for the birth, placement of a child by adoption or for foster care, or to care for a parent with a serious health condition, they only will be entitled to a maximum combined total leave equal to twelve (12) weeks in the 12-month entitlement period. If either spouse (or both) uses a portion of the total 12-week entitlement for one of the purposes in the preceding sentence, each is entitled to the difference between the amount the employee has taken individually and the 12

weeks for FMLA leave for their own or their spouse's serious health condition in the 12-month entitlement periods.

(c) Leave Taken by Instructional Employees Near the End of an Academic Term

If a leave taken by an instructional employee for any reason begins more than five (5) weeks before the end of an academic term, the Board may require that instructional employee to continue the leave until the end of the term if the leave will last at least three (3) weeks and the instructional employee would return to work during the three-week period before the end of the term.

If the instructional employee begins a leave during the five-week period preceding the end of an academic term for a reason other than the instructional employee's own serious health condition, the Board may require the instructional employee to continue taking leave until the end of the term if the leave will last more than two (2) weeks and the instructional employee would return to work during the two-week period before the end of the term.

If the instructional employee begins a leave during the three-week period preceding the end of an academic term for a reason other than the instructional employee's own serious health condition, the Board may require the instructional employee to continue taking leave until the end of the term if the leave will last more than five (5) working days.

(d) Light Duty

Should an employee be offered a light duty opportunity during a period of FMLA leave, time spent performing the light duty assignment will not count against the employee's FMLA leave entitlement. The employee's right to restoration to the employee's job will be held in abeyance during the light duty assignment, or until the end of the applicable 12-month FMLA leave period.

REQUESTS FOR LEAVE

(a) Foreseeable leave

An employee must notify the Talent Services Department of the need for a family or medical leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable based on the expected birth of the employee's child, placement of a child with the employee for adoption or foster care, planned medical treatment for the employee's or family member's serious health condition, or the planned medical treatment for a serious injury or illness of a covered servicemember. If 30 days-notice is not practicable, then the employee must provide notice as soon as practicable under the circumstances,

usually the same day or the next business day after the employee becomes aware of the need for FMLA leave.

(b) Qualifying Exigency.

An employee must provide notice as soon as practicable if the foreseeable leave is for a qualifying exigency, regardless of how far in advance such leave is foreseeable.

(c) Unforeseeable Leave.

When the employee's need for leave is not foreseeable, an employee must provide notice as practicable under the circumstances.

SCHEDULING PLANNED MEDICAL TREATMENT

When planning medical treatment for foreseeable FMLA leave, an employee must consult with the Talent Services Department and make a reasonable effort to schedule the treatment so as not to disrupt unduly the Board's operations, subject to the approval of the health care provider. Similarly, if an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the Board's operations. Ordinarily, the employee should consult with the Talent Services Department prior to scheduling the treatment in order to work out a treatment schedule that best suits the needs of the Board and the employee. The Board and the employee shall attempt to work out a schedule for leave that meets the employee's needs without unduly disrupting the Board's operations, subject to the approval of the health care provider as to any modification of the treatment schedule.

REQUIRED CERTIFICATIONS/DOCUMENTATION

For leaves taken for any FMLA-qualifying reason, an employee must submit a completed certification form supporting the need for leave. The appropriate form will be provided to the employee. The employee must submit a complete and sufficient certification form as required within fifteen (15) calendar days of receiving the request for the completed certification. If it is not practicable for the employee to provide the completed form by the due date despite the employee's diligent, good faith efforts, the employee must inform the Talent Services Department of the reason(s) for delay and what efforts the employee undertook to obtain the required certification.

FMLA-protected leave may be delayed or denied if the employee does not provide a complete and sufficient certification as required. Depending on the reason for leave, an employee may be required to submit medical certification from the employee's health care provider, medical certification the employee's family member's health care provider, and/or other documentation (e.g., to establish a family relationship, military active duty orders, etc.). In certain circumstances and under certain conditions,

employees may also be required to obtain second or third medical opinions and/or recertifications, in accordance with applicable law.

If an employee takes leave to care for the employee's own serious health condition, (except on an intermittent or reduced-schedule basis), prior to returning to work the employee must provide a medical fitness-for-duty certification that the employee is able to resume work and the health condition that created the need for the leave no longer renders the employee unable to perform the essential functions of the job. This certification must be submitted to the Talent Services Department. If the employee is unable to perform one or more of the essential functions of the employee's position, the Board will determine whether the employee is eligible for additional FMLA leave (if such leave has not been exhausted) or whether an accommodation is appropriate, in accordance with the Americans with Disabilities Act.

In connection with the Board's request for medical information, employees must be aware that the Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by Title II of GINA from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the Board requests that employees not provide any genetic information when responding to a request for medical information.

[Note: The medical certification form should include the above language related to GINA.]

USE OF PAID LEAVE

Paid leave, which has been accrued in accordance with applicable law, the relevant collective bargaining agreement (if any), and/or Board policy will be substituted for any unpaid portions of family or medical leave taken for any reason that is also a qualifying reason for using such accrued paid leave. In such instance, the employee's accrued paid leave and FMLA-qualifying leave will run concurrently. The employee must satisfy any procedural requirements applicable to the use of paid leave, but only in connection with the receipt of such payment.

In addition, in cases involving absences due to a Workers' Compensation injury that also qualifies as an FMLA serious health condition, and if the employee (and the employee's collective bargaining agent, if applicable) and the Board agree to do so, the Board will apply the employee's available accrued paid leave in increments as a supplement to the Workers' Compensation weekly benefit in an appropriate amount so that the employee can maintain the employee's regular weekly income level.

MEDICAL INSURANCE AND OTHER BENEFITS

During family or medical leaves of absence approved pursuant to this policy, the Board will continue to pay its portion of medical insurance premiums for the period of unpaid family or medical leave. The employee must continue to pay the employee's share of the premium, and failure to do so may result in loss of coverage. If the employee does not return to work after expiration of the leave, the employee will be required to reimburse the Board for payment of medical insurance premiums during the family or medical leave, unless the employee does not return because of a serious health condition or circumstances beyond the employee's control.

When accrued paid leave is used in place of an FMLA leave, which is unpaid, an employee shall continue to accrue benefits as provided for by contract. During an (unpaid) FMLA leave, an employee shall not accrue seniority, pension benefits, or sick or vacation or personal leave unless otherwise required by any applicable collective bargaining agreement or Board policy. However, unused employment benefits accrued by the employee up to the day on which the leave begins will not be lost upon return to work. Leave taken under this policy does not constitute an absence under the Board's attendance policy, if any.

REINSTATEMENT

Except for circumstances unrelated to the taking of a family or medical leave pursuant to this policy, and unless an exception applies, an employee who returns to work following the expiration of a family or medical leave is entitled to return to the job such employee held prior to the leave or to an equivalent position with equivalent pay and benefits.

ADDITIONAL INFORMATION

Questions regarding family or medical leave may be directed to the Superintendent or designee. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

Legal References:

Connecticut General Statutes:

Conn. Gen. Stat. § 31-51rr Family and medical leave benefits for employees of political subdivisions

Regs. Conn. State Agencies 31-51rr-1, et seq.

Public Act 24-41, "An Act Concerning Educator Certification, Teachers, Paraeducators and Mandated Reporter Requirements"

United States Code:

Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601 et seq., as amended

29 CFR Part 825.100 et seq.

Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff et seq.

29 CFR 1635.1 et seq.

ADOPTED: 10-19-2022

REVISED:

08/26/2024

SECOND READING MARCH 2025



**POLICY REGARDING EMPLOYEES AND
SECTION 504 OF THE REHABILITATION ACT OF 1973 AND
TITLE II OF THE AMERICANS WITH DISABILITIES ACT OF 1990**

Section 504 of the Rehabilitation Act of 1973 (“Section 504”) prohibits discrimination against individuals with a disability in any program receiving Federal financial assistance. Similarly, Title II of the Americans with Disabilities Act of 1990 (“Title II” or “ADA”) prohibits discrimination against individuals with a disability by state and local governments. To be protected under Section 504 and the ADA (“collectively, “Section 504/ADA”), an individual must (1) have a physical or mental impairment that substantially limits one or more major life activities; (2) have a record of such an impairment; or (3) be regarded as having such an impairment.

In order to fulfill its obligation under Section 504/ADA, the Branford Board of Education (the “Board”) recognizes a responsibility to avoid discrimination in policies and practices regarding its personnel, students, parents/guardians and members of the public who participate in school sponsored programs of the Branford Public Schools (the “District”). In this regard, the Board prohibits discrimination against any person with a disability in any of the services, programs or activities of the District.

Employees who are interested in requesting or discussing reasonable accommodations for a disability should contact:

Human Resources Manager
Branford Public Schools
185 Damascus Road
Branford, CT 06405
(203) 315-7806
HR@branfordschools.org

Any employee may file an internal grievance/complaint regarding discrimination on the basis of disability by or within the District by utilizing the grievance/complaint procedures outlined in the Board’s Administrative Regulations Regarding Employees and Section 504 of Rehabilitation Act of 1973 and Title II of Americans with Disabilities Act, and/or may file a complaint with the Office for Civil Rights, U.S. Department of Education (“OCR”):

Office for Civil Rights, Boston Office
U.S. Department of Education
8th Floor
5 Post Office Square

Boston, MA 02109- 3921
(617) 289-0111

Employees may also file a complaint regarding employment discrimination on the basis of disability with the Equal Employment Opportunity Commission, Boston Area Office, John F. Kennedy Federal Building, 15 New Sudbury Street, Room 475, Boston, MA 02203-0506 (800-669-4000).

Employees may also file a complaint with the Connecticut Commission on Human Rights and Opportunities, 450 Columbus Blvd., Hartford, CT 06103-1835 (telephone number 800-477-5737).

Anyone who wishes to file a grievance/complaint with the district, or who has questions or concerns about this policy, should contact the Section 504/ADA Coordinator for the Branford Public Schools:

Director of Student Services
Department of Student Services
12 Melrose Avenue
Branford, CT 06405
504-ADA@branfordschools.org
(203) 488-5000

Legal References:

29 U.S.C. §§ 705, 794
34 C.F.R. Part 104
42 U.S.C. § 12101 et seq.
28 C.F.R. Part 35

ADOPTED: 10-19-2022

REVISED:

8/28/24

**ADMINISTRATIVE REGULATIONS REGARDING EMPLOYEES
AND SECTION 504 OF THE REHABILITATION ACT OF 1973
AND TITLE II OF THE AMERICANS WITH DISABILITIES ACT OF 1990**

Branford Board of Education Section 504/ADA Grievance/Complaint
Procedures Regarding Discrimination Against Employees

Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and Title II of the Americans with Disabilities Act of 1990 (“Title II” or “ADA”) (collectively, “Section 504/ADA”) prohibit discrimination on the basis of disability. For the purposes of Section 504/ADA, the term “disability” with respect to an individual means: (a) a physical or mental impairment that substantially limits one or more major life activities of such individual; (b) a record of such an impairment; or (c) being regarded as having such an impairment.

I. Definitions

Major life activities: include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, such as the functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive systems. The operation of a major bodily function includes the operation of an individual organ within a body system.

Mitigating measures: include, but are not limited to, (a) medication, medical supplies, equipment, appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment and supplies; (b) use of assistive technology; (c) reasonable modifications or auxiliary aids or services; (d) learned behavioral or adaptive neurological modifications; or (e) psychotherapy, behavioral therapy, or physical therapy.

Physical or mental impairment: (a) any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems, such as: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin, and endocrine;(b) any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental

illness, and specific learning disability; or (c) an impairment that is episodic or in remission if it would substantially limit a major life activity when active. Physical or mental impairment includes, but is not limited to, contagious and noncontagious diseases and conditions such as the following: orthopedic, visual, speech, and hearing impairments, and cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, intellectual disability, emotional illness, dyslexia and other specific learning disabilities, Attention Deficit Hyperactivity Disorder, Human Immunodeficiency Virus infection (whether symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism.

II. Procedures for Grievances/Complaints Alleging Discrimination on the Basis of Disability

- A. Any eligible person, including any student, parent/guardian, staff member or other employee who feels that they have been discriminated against on the basis of disability (including differential treatment, harassment and retaliation) may submit a written complaint to the Section 504/ADA Coordinator for the Branford Public Schools (the “District”)(see contact information below) within thirty (30) school days of the alleged occurrence.
- B. Timely reporting of complaints facilitates the prompt investigation and resolution of such complaints. If a complaint is filed relating to alleged discrimination occurring more than thirty (30) school days after the alleged occurrence, the ability of the District to investigate the allegations may be limited by the passage of time. Therefore, complaints received after thirty (30) school days of the alleged occurrence shall be investigated to the extent possible, given the passage of time and the impact on available information, witnesses and memory. If a complaint is made verbally, the individual taking the complaint will reduce the complaint to writing. Individuals wishing to make a complaint about discrimination against students on the basis of disability should be referred to the district’s Section 504/ADA policies and regulations regarding students.
- C. Retaliation against any individual who complains pursuant to the Board’s policy and regulations listed herein is strictly prohibited. The district will not tolerate any retaliation that occurs as a result of the good faith reporting or complaint of disability-based discrimination or as a result of an individual’s participation or cooperating in the investigation of a complaint. The District will take necessary actions to prevent retaliation as a result of filing a complaint or the participation in an investigation of a complaint.

- D. If the Section 504/ADA Coordinator is the subject of the complaint, the complaint should be submitted directly to the Superintendent who may conduct the investigation or appoint a designee to conduct the investigation in accordance with these procedures. If the Superintendent is the subject of the complaint, the Board shall designate an appropriate party to conduct the investigation in accordance with these procedures.
- E. Complaints will be investigated promptly within timeframes identified below. Timeframes may be extended as needed given the complexity of the investigation, availability of individuals with relevant information and other extenuating circumstances. Confidentiality will be maintained by all persons involved in the investigation to the extent possible.
- F. The complaint should contain the following information:
1. The name of the complainant;
 2. The date of the complaint;
 3. The date(s) of the alleged discrimination;
 4. The names of any witnesses or individuals relevant to the complaint;
 5. A detailed statement describing the circumstances in which the alleged discrimination occurred; and
 6. The remedy requested.

However, all complaints will be investigated to the extent possible, even if such information is not included in the complaint. In such circumstances, additional information may be requested by the investigator as part of the investigation process.

- G. Upon receipt of the complaint, the individual investigating the complaint shall:
1. Provide a copy of the written complaint to the Superintendent of Schools;
 2. Meet separately with the complainant and the respondent within ten (10) school days to discuss the nature of the complaint, identify individuals the complainant and respondent believe have relevant information, and obtain any relevant documents the complainant may have;
 3. Provide the complainant and respondent with a copy of the applicable Board Section 504/ADA Policy and these administrative regulations;

4. Consider whether and which interim measures might be appropriate for an alleged victim and the respondent pending the outcome of the District's investigation;
5. Conduct an investigation of the factual basis of the complaint that is adequate, reliable, and impartial, including conducting interviews with individuals with information and review of documents relevant to the complaint;
6. Maintain confidentiality to the extent practicable throughout the investigative process in accordance with state and federal law;
7. Communicate the outcome of the investigation in writing to the complainant, and to the respondent (to the extent permitted by state and federal confidentiality requirements), within fifteen (15) school days from the date the complaint was received by the Section 504/ADA Coordinator or Superintendent. The written notice shall include a finding as to whether the complaint was substantiated and if so, shall identify how the District will remedy any identified violations of Section 504/ADA. The investigator may extend this deadline for no more than fifteen (15) additional school days if needed to complete the investigation. The complainant and the respondent shall be notified of any such extension;
8. If a complaint is made during summer recess, the complaint will be reviewed and addressed as quickly as possible given the availability of staff and/or other individuals who may have information relevant to the complaint, and no later than fifteen (15) school days after the start of the following school year. The complainant and the respondent will receive notice if the investigation has been impeded by the summer recess, and interim measures may be implemented as necessary (see sub-paragraph 4);
9. Ensure that appropriate corrective action is taken whenever allegations are verified. When allegations are verified, ensure that measures to remedy the effects of the discrimination and prevent its recurrence are appropriately considered, and offered, when appropriate. Corrective action should include steps to avoid continuing discrimination;
10. In the event the investigator concludes that there is no violation of Section 504/ADA, the District may attempt to resolve the complainant's ongoing concerns, if possible.

- H. After receiving the written notice of the outcome, parties shall have ten (10) school days to submit a formal written statement of appeal, if they so choose, to the Superintendent of Schools challenging the outcome of the investigation and explaining the basis for appeal.

Upon receipt of an appeal, the Superintendent shall appoint a decisionmaker(s) for the appeal, who may be the Superintendent or designee. 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 investigation.

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.

III. The Section 504/ADA Coordinator for the District is:

Director of Student Services
Department of Student Services
12 Melrose Avenue
Branford, CT 06405
504-ADA@branfordschools.org

IV. Complaints to Federal or State Agencies

At any time, the complainant has the right to file a formal complaint with the U.S. Department of Education, Office for Civil Rights, 8th Floor, 5 Post Office Square, Suite 900, Boston, MA 02109-0111 (telephone number (617) 289-0111);
<http://www2.ed.gov/about/offices/list/ocr/docs/howto.html>.

Employees may also file a complaint regarding employment discrimination on the basis of disability with the Equal Employment Opportunity Commission, Boston Area Office,

John F. Kennedy Federal Building, 15 New Sudbury Street, Room 475, Boston, MA 02203-0506 (telephone number 800-669-4000), or the Connecticut Commission on Human Rights and Opportunities, 450 Columbus Blvd., Hartford, CT 06103-1835 (telephone number 800-477-5737).

SECOND READING MARCH 2025

**SECTION 504/ADA DISCRIMINATION
GRIEVANCE/COMPLAINT FORM FOR NON-STUDENT**

(This form is intended to be used if an individual has grievance/complaint under Section 504/ADA alleging discrimination on the basis of a disability).

1. Name of Complainant: _____ Date: _____

2. Contact Information for Complainant:

(Address)

(Home Tel. #)

(Cell # or Work #)

3. Name of Covered Individual: _____

4. Address of Covered Individual (if different from above):

5. Relationship to School (e.g., position, visitor, parent) (if applicable):

6. Please describe the nature of your complaint:

7. Proposed resolution or corrective action you wish to see taken with regard to the stated issues:



Students

5125 P

**POLICY REGARDING STUDENTS AND
SECTION 504 OF THE REHABILITATION ACT OF 1973 AND
TITLE II OF THE AMERICANS WITH DISABILITIES ACT OF 1990**

Section 504 of the Rehabilitation Act of 1973 (“Section 504”) prohibits discrimination against individuals with a disability in any program receiving Federal financial assistance. Similarly, Title II of the Americans with Disabilities Act of 1990 (“Title II” or “ADA”) prohibits discrimination against individuals with a disability by state and local governments. To be protected under Section 504 and the ADA (“collectively, “Section 504/ADA”), an individual must (1) have a physical or mental impairment that substantially limits one or more major life activities; (2) have a record of such an impairment; or (3) be regarded as having such an impairment.

In order to fulfill its obligation under Section 504/ADA, the Branford Public Schools (the “District”) recognize a responsibility to avoid discrimination in policies and practices regarding its personnel, students, parents/guardians and members of the public who participate in school sponsored programs, which may require reasonable modifications to such policies and practices. In this regard, the District prohibits discrimination against any person with a disability in any of the services, programs or activities of the school system.

The District has specific responsibilities under Section 504 to identify, evaluate and provide an educational placement for students who have a physical or mental impairment that substantially limits a major life activity. The District’s obligation includes providing access to a free appropriate public education (“FAPE”) for students determined to be eligible under Section 504/ADA. Under Section 504, FAPE is defined as the provision of regular or special education and related services that are designed to meet the individual educational needs of a student with a disability as adequately as the needs of students without disabilities are met, and that are provided without cost (except for fees similarly imposed on nondisabled students/parents).

If a student’s parents/guardians disagree with the decisions made by the professional staff of the District with respect to the identification, evaluation or educational placement of their child, such parents/guardians have a right to request an impartial due process hearing.

In addition, a student or parent/guardian of a student may also file an internal grievance/complaint on these issues or any other type of discrimination on the basis of disability by or within the District by utilizing the grievance/complaint procedures outlined in the Administrative Regulations Regarding Students and Section 504 of

Rehabilitation Act of 1973 and Title II of Americans with Disabilities Act associated with this policy, and/or may file a complaint with the Office for Civil Rights, U.S. Department of Education (“OCR”):

Office for Civil Rights, Boston Office
U.S. Department of Education
8th Floor
5 Post Office Square
Boston, MA 02109- 3921
(617) 289-0111

Anyone who wishes to file a grievance/complaint with the District, or who has questions or concerns about this policy, should contact the Director of Student Services, the Section 504/ADA Coordinator for the District:

Department of Student Services
12 Melrose Avenue
Branford, CT 06405
203-488-5000
504-ADA@branfordschools.org

Legal References:

29 U.S.C. §§ 705, 794
34 C.F.R. Part 104
42 U.S.C. § 12101 *et seq.*
28 C.F.R. Part 35

Protecting Students with Disabilities, Frequently Asked Questions About Section 504 and the Education of Children with Disabilities, Office for Civil Rights (March 17, 2011), available at <http://www.ed.gov/about/offices/list/ocr/504faq.html>

Dear Colleague Letter, United States Department of Education, Office for Civil Rights (January 19, 2012)

Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline Under Section 504 of the Rehabilitation Act of 1973, Office for Civil Rights (July 2022), available at https://www2.ed.gov/about/offices/list/ocr/docs/504-discipline-guidance.pdf?utm_content=&utm_medium=email&utm_name=&utm_source=govdelivery&utm_term

ADOPTED:

REVISED:

Students

5125R

**ADMINISTRATIVE REGULATIONS REGARDING STUDENTS
AND SECTION 504 OF THE REHABILITATION ACT OF 1973
AND TITLE II OF THE AMERICANS WITH DISABILITIES ACT OF 1990**

**Branford Board of Education Section 504/ADA Grievance/Complaint
Procedures Regarding Discrimination Against Students on the Basis of Disability**

Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and Title II of the Americans with Disabilities Act of 1990 (“Title II” or “ADA”) (collectively, “Section 504/ADA”) prohibit discrimination on the basis of disability. For the purposes of Section 504/ADA, the term “disability” with respect to an individual means: (a) a physical or mental impairment that substantially limits one or more major life activities of such individual; (b) a record of such an impairment; or (c) being regarded as having such an impairment.

I. Definitions

Free appropriate public education (FAPE) for purposes of Section 504, refers to the provision of regular or special education and related aids and services that are designed to meet individual educational needs of students with disabilities as adequately as the needs of students without disabilities are met, that are provided without cost (except for fees similarly imposed on nondisabled students/parents), and is based upon adherence to procedures that satisfy the Section 504 requirements pertaining to educational setting, evaluation and placement, and procedural safeguards.

Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, such as the functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive systems. The operation of a major bodily function includes the operation of an individual organ within a body system.

Mitigating measures include, but are not limited to, (a) medication, medical supplies, equipment, appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment and supplies; (b) use of assistive technology; (c) reasonable modifications or auxiliary aids or services; (d) learned behavioral or adaptive neurological modifications; or (e) psychotherapy, behavioral therapy, or physical therapy.

Physical or mental impairment is (a) any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems, such as: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin, and endocrine; (b) any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability; or (c) an impairment that is episodic or in remission if it would substantially limit a major life activity when active. Physical or mental impairment includes, but is not limited to, contagious and noncontagious diseases and conditions such as the following: orthopedic, visual, speech, and hearing impairments, and cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, intellectual disability, emotional illness, dyslexia and other specific learning disabilities, Attention Deficit Hyperactivity Disorder, Human Immunodeficiency Virus infection (whether symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism.

II. Procedures for Grievances/Complaints Alleging Discrimination on the Basis of Disability

- A. Any eligible person, including any student, parent/guardian, staff member or other employee who feels that the individual has been discriminated against on the basis of disability (including differential treatment, harassment and retaliation) may submit a written complaint to the district's designated Section 504/ADA Coordinator (*see* contact information below) for the Branford Public Schools (the "District") within thirty (30) school days of the alleged occurrence. Complaints by students and/or parents/guardians alleging discrimination involving students will be investigated under these procedures; complaints by employees or other non-students will be investigated under the appropriate administrative regulations
- B. Timely reporting of complaints facilitates the prompt investigation and resolution of such complaints. If a complaint is filed relating to alleged discrimination occurring more than thirty (30) school days after the alleged occurrence, the Board's ability to investigate the allegations may be limited by the passage of time. Therefore, complaints received after thirty (30) school days of the alleged occurrence shall be investigated to the extent possible, given the passage of time and the impact on available information, witnesses and memory. If a complaint is made verbally, the individual taking the complaint will reduce the complaint to writing.
- C. At any time, when a complaint involves discrimination that is directly related to a claim regarding the identification, evaluation or educational placement of a student under Section 504, the complainant may request

that the Section 504/ADA Coordinator submit the complaint directly to an impartial hearing officer and request a due process hearing in accordance with Section III.D. Complaints regarding a student's rights with respect to the student's identification, evaluation or educational placement shall be addressed in accordance with the procedures set forth below in Section III.

- D. Retaliation against any individual who complains pursuant to the Board's policy and regulations listed herein is strictly prohibited. The District will not tolerate any retaliation that occurs as a result of the good faith reporting or complaint of disability-based discrimination or as a result of an individual's participation or cooperation in the investigation of a complaint. The District will take necessary actions to prevent retaliation as a result of filing a complaint or the participation in an investigation of a complaint.
- E. If the Section 504/ADA Coordinator is the subject of the complaint, the complaint should be submitted directly to the Superintendent who may conduct the investigation or appoint a designee to conduct the investigation in accordance with these procedures. If the Superintendent is the subject of the complaint, the Board shall designate an appropriate party to conduct the investigation in accordance with these procedures.
- F. Complaints will be investigated promptly. Timeframes may be extended as needed given the complexity of the investigation, availability of individuals with relevant information and other extenuating circumstances. Confidentiality will be maintained by all persons involved in the investigation to the extent possible.
- G. If a disability discrimination complaint raises a concern about bullying behavior, the Section 504 Coordinator shall notify the Safe School Climate Specialist or designee who shall coordinate any bullying investigation with the Section 504 Coordinator, so as to ensure that any such bullying investigation complies with the requirements of applicable Board policies.
- H. The complaint should contain the following information:
 - 1. The name of the complainant;
 - 2. The date of the complaint;
 - 3. The date(s) of the alleged discrimination;
 - 4. The names of any witnesses or individuals relevant the complaint;
 - 5. A detailed statement describing the circumstances in which the alleged discrimination occurred; and
 - 6. The remedy requested.

However, all complaints will be investigated to the extent possible, even if such information is not included in the complaint. In such circumstances, additional information may be requested by the investigator as part of the investigation process.

- I. Upon receipt of the complaint, the individual investigating the complaint shall:
 1. Provide a copy of the written complaint to the Superintendent of Schools;
 2. Meet separately with the complainant and the respondent within ten (10) school days to discuss the nature of the complaint, identify individuals the complainant and respondent believe have relevant information, and obtain any relevant documents the complainant and respondent may have;
 3. Provide the complainant and the respondent with a copy of the applicable Board Section 504/ADA Policy and these administrative regulations;
 4. Consider whether and which interim measures might be appropriate for an alleged victim and the respondent pending the outcome of the District's investigation;
 5. Conduct an investigation of the factual basis of the complaint that is adequate, reliable, and impartial, including conducting interviews with individuals with information and review of documents relevant to the complaint;
 6. Maintain confidentiality to the extent practicable throughout the investigative process in accordance with state and federal law;
 7. Communicate the outcome of the investigation in writing to the complainant, and to the respondent (to the extent permitted by state and federal confidentiality requirements), within fifteen (15) school days from the date the complaint was received by the Section 504/ADA Coordinator or Superintendent. The written notice shall include a finding whether the complaint was substantiated and if so, shall identify how the District will remedy any identified violations of Section 504/ADA. The investigator may extend this deadline for no more than fifteen (15) additional school days if needed to complete the investigation. The complainant and the respondent shall be notified of any such extension-
 8. If a complaint is made during summer recess, the complaint will be reviewed and addressed as quickly as possible given the availability of staff and/or other individuals who may have information relevant to the complaint, and no later than fifteen (15) school days after the start of the following school year. The

complainant and the respondent will receive notice if the investigation has been impeded by the summer recess, and interim measures may be implemented as necessary (see sub-paragraph 4);

9. Ensure that appropriate corrective action is taken whenever allegations are verified. When allegations are verified, ensure that measures to remedy the effects of the discrimination and prevent its recurrence are appropriately considered, and offered, when appropriate. Corrective action should include steps to avoid continuing discrimination.
 10. In the event the investigator concludes that there is no violation of Section 504/ADA, the District may attempt to resolve the complainant's ongoing concerns, if possible.
- J. After receiving the written notice of the outcome, parties shall have ten (10) school days to submit a formal written statement of appeal, if they so choose, to the Superintendent of Schools challenging the outcome of the investigation and explaining the basis for appeal.

Upon receipt of an appeal, the Superintendent shall appoint a decisionmaker(s) for the appeal, who may be the Superintendent or designee. 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 investigation.

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.

III. Grievance/Complaint Resolution Procedures for Complaints Involving a Student's Identification, Evaluation or Educational Placement

Complaints regarding a student's identification, evaluation or educational placement shall generally be handled using the procedures described below.

However, at any time, the complainant may request that the Section 504/ADA Coordinator submit the complaint directly to an impartial hearing officer, and request a hearing in accordance with the provisions of subsection D (below).

A. Submission of Complaint to Section 504/ADA Coordinator

1. In order to facilitate the prompt investigation of complaints, any complaint regarding a student's identification, evaluation or educational placement under Section 504 should be forwarded to the District's Section 504/ADA Coordinator (*see* contact information below) within thirty (30) school days of the alleged date that the dispute regarding the student's identification, evaluation and/or education placement arose. Timely reporting of complaints facilitates the resolution of potential educational disputes.
2. The complaint concerning a student's identification, evaluation or educational placement should contain the following information:
 - a. Full name of the student, age, and grade level;
 - b. Name of parent(s);
 - c. Address and relevant contact information for parent/complainant;
 - d. Date of complaint;
 - e. Specific areas of disagreement relating to the student's identification, evaluation and/or placement; and
 - f. Remedy requested.

However, all complaints will be investigated to the extent possible even if such information is not included in the written complaint. In such circumstances, additional information may be requested by the investigator as part of the investigation process.

3. Complaints will be investigated promptly within timeframes identified below. Timeframes may be extended as needed given the complexity of the investigation, availability of individuals with relevant information and other extenuating circumstances.
4. Upon receipt of the complaint, the Section 504/ADA Coordinator or Coordinator's designee shall:
 - a. Forward a copy of the complaint to the Superintendent of Schools;

- b. Meet with the complainant within ten (10) school days to discuss the nature of the complainant's concerns and determine if an appropriate resolution can be reached, or whether interim measures may be appropriate. If a complaint is made during summer recess, the complaint will be reviewed and addressed as quickly as possible given the availability of staff and other individuals who may have information relevant to the complaint, and no later than ten (10) school days after the start of the following school year;
- c. If, following such a meeting, further investigation is deemed necessary, the Section 504/ADA Coordinator or designee shall promptly investigate the factual basis for the complaint, consulting with any individuals reasonably believed to have relevant information, including the student and/or complainant; and
- d. Communicate the results of his/her investigation in writing to the complainant and any persons named as parties to the complaint (to the extent permitted by state and federal confidentiality requirements) within fifteen (15) school days from the date the complaint was received by the Section 504/ADA Coordinator or designee.
- e. In the event that the Section 504/ADA Coordinator or designee has a conflict of interest that prevents such individual from serving in this role, the complaint shall be forwarded to the Superintendent who shall appoint an investigator who does not have a conflict of interest.

B. Review by Superintendent of Schools

1. After receiving the written notice of the outcome, the Complainant shall have ten (10) school days to submit a formal written statement of appeal, if they so choose, to the Superintendent of Schools challenging the outcome of the investigation and explaining the basis for appeal. Upon receipt of an appeal, the Superintendent shall appoint a decisionmaker(s) for the appeal, who may be the Superintendent or designee.
2. 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 and other relevant

witnesses, a meeting with appropriate individuals to attempt to resolve the complaint or a decision affirming or overruling the investigator's conclusions or findings. The Superintendent or designee shall provide written notice to the appealing party of the Superintendent or designee's decision within ten (10) school days following the receipt of the Appeal, or if the Appeal is received during summer recess, as quickly as possible but no later than ten (10) school days after the start of the following school year.

3. If the complainant is not satisfied with the Superintendent or designee's decision or proposed resolution, such individual may request that the Superintendent submit the matter to a neutral mediator or to an impartial hearing officer. This request for mediation or a hearing should be made within fifteen (15) school days of the Superintendent or designee's decision.

C. Mediation Procedures:

1. A parent/guardian or student aged 18 or older may request mediation with a neutral mediator to attempt to resolve a disagreement with the decisions made by the professional staff of the District with respect to the identification, evaluation or educational placement of the student.
2. A request for mediation regarding a student's identification, evaluation or educational placement under Section 504 should be forwarded to the District's Section 504/ADA Coordinator within thirty (30) school days of the alleged date that the dispute regarding the student's identification, evaluation, and/or education placement arose or within fifteen (15) school days of the Superintendent's decision in reviewing a complaint handled through the grievance/complaint procedure described in Section III.B, above. Mediation shall only occur by mutual agreement of the parties.
3. The request for mediation concerning a disagreement relating to a student's identification, evaluation or educational placement should contain the following information:
 - a. Full name of the student, age, and grade level;
 - b. Name of parent(s);
 - c. Address and relevant contact information for parent/complainant;
 - d. Date of complaint;

- e. Specific areas of disagreement relating to the student's identification, evaluation and/or placement; and
 - f. Remedy requested.
4. Upon receipt of a request for mediation,
- a. The Section 504/ADA Coordinator shall:
 - i. Forward a copy of the request for mediation to the Superintendent of Schools; and
 - ii. Inform the parent/guardian or student 18 years old or older as to whether the District agrees to mediation in writing;
 - b. If the District agrees to mediation, the Board shall retain a neutral mediator who is knowledgeable about the requirements of Section 504/ADA and has an understanding of a free appropriate public education ("FAPE") under Section 504 and the distinctions between and among Section 504, the ADA and the Individuals with Disabilities Education Act ("IDEA").
 - c. If the District does not agree to mediation, the Section 504/ADA Coordinator shall inform the parent/guardian or student aged 18 or older of their right to request an impartial hearing.
5. The mediator shall inform all parties involved of the date, time and place of the mediation and of the right to have legal counsel or other representation at the complainant's own expense, if desired.
6. The mediator shall meet with the parties jointly, or separately, as determined by the mediator, and shall facilitate a voluntary settlement of the dispute between the parties, if possible.
7. All statements, offers, or discussions and/or information shared during the mediation process, but not available from other means, shall be confidential, and may not be used in a subsequent hearing or other administrative or judicial proceeding related to the disagreement that is the subject of the mediation.
8. If the parties are not able to reach a voluntary settlement of the dispute, the complainant may request an impartial hearing, as described below.

D. Impartial Hearing Procedures:

An impartial due process hearing is available to a parent/guardian of a student, or a student aged 18 years of age or older who disagrees with the decisions made by the professional staff of the District with respect to the identification, evaluation or educational placement of the student, or otherwise makes a claim of discrimination relating to the identification, evaluation or educational placement of the student.

1. The request for a due process hearing concerning a disagreement relating to a student's identification, evaluation or educational placement should contain the following information:
 - a. Full name of the student, age, and grade level;
 - b. Name of parent(s);
 - c. Address and relevant contact information for parent/complainant;
 - d. Date of complaint;
 - e. Specific areas of disagreement relating to the student's identification, evaluation and/or placement; and
 - f. Remedy requested.
2. Upon receipt of a request for an impartial due process hearing, the Board shall retain an impartial hearing officer. The impartial hearing officer must be someone who is knowledgeable about the requirements of Section 504/ADA and has an understanding of a free appropriate public education ("FAPE") under Section 504 and the distinctions between and among Section 504, the ADA and the IDEA.
3. The impartial hearing office shall schedule a pre-hearing conference with the District and the parent(s) or student aged 18 years of age or older (and/or legal counsel for the student) to identify the issue(s) for hearing, set the hearing schedule and address other administrative matters related to the hearing, including the option for mediation.
4. The impartial hearing officer shall inform all parties involved of the date, time and place of the hearing and of the right to present witnesses, other evidence and to be represented by legal counsel at each party's own expense, if desired.
5. The impartial hearing officer shall hear all aspects of the complainant's complaint concerning the identification, evaluation or educational placement of the student and shall reach a decision

within forty-five (45) school days of receipt of the request for hearing. The decision shall be presented in writing to the complainant and to the Section 504/ADA Coordinator. The impartial hearing officer's decision shall be final.

6. An impartial hearing officer under Section 504 does not have jurisdiction to hear claims alleging discrimination, harassment or retaliation based on an individual's disability unless such a claim is *directly related* to a claim regarding the identification, evaluation, or educational placement of a student under Section 504.
7. The time limits noted herein may be extended for good cause shown for reasons including, but not limited to, permitting more time for thorough review of the record, presentation of evidence or opportunity for resolution.

E. Drug/Alcohol Violations

If a student with a disability violates the Board's policies relative to the use or possession of illegal drugs or alcohol, the Board may take disciplinary action against such student for the student's illegal use or possession of drugs or alcohol to the same extent that the Board would take disciplinary action against nondisabled students. Such disciplinary action is not subject to the complaint or due process procedures outlined above.

IV. The Section 504/ADA Coordinator for the District is:

Director of Student Services
Department of Student Services
12 Melrose Avenue
Branford, CT 06405
504-ADA@branfordschools.org
(203) 488-5000

V. Complaints to Federal Agencies

At any time, the complainant has the right to file a formal complaint with the U.S. Department of Education, Office for Civil Rights, 8th Floor, 5 Post Office Square, Suite 900, Boston, MA 02109-0111 (telephone number (617) 289-0111); <http://www2.ed.gov/about/offices/list/ocr/docs/howto.html>.

SECOND READING MARCH 2025



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

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

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

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

The Superintendent of Schools shall develop Administrative Regulations implementing this Policy and in accordance with Title IX, Title VII, and Connecticut law (the “Administrative Regulations”) and report to the Board on any substantive changes to the content and implementation of the regulations.

Sex discrimination occurs when an employer refuses to hire, disciplines or discharges any individual, or otherwise discriminates against an individual with respect to his or her compensation, terms, conditions, or privileges of employment on the basis of the individual’s sex. Sex discrimination also occurs when a person, because of the person’s sex, is denied participation in or the benefits of any education program or activity receiving federal financial assistance. Sex discrimination includes actions taken on the basis of an individual’s gender identity or expression or sexual orientation.

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

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

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

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

Harassment that denigrates other parts of a person's identity, including but not limited to race, religion, or ability, may contain elements of sexual harassment.

Reporting Sex Discrimination or Sexual Harassment

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

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

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

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

The Board’s Title IX Coordinator is the Assistant Superintendent. Any individual may make a report of sex discrimination and/or sexual harassment to any Board employee or directly to the Title IX Coordinator using any one, or multiple, of the following points of contact:

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

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

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

Legal References:

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

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

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

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

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

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

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

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

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

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

ADOPTED: 10-19-2022

REVISED:

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

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

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

Sex discrimination occurs when a person, because of the person’s sex, is denied participation in or the benefits of any education program or activity receiving federal financial assistance. Sex discrimination includes actions taken on the basis of an individual’s gender identity or expression or sexual orientation.

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

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

“Sex” under Title IX includes gender identity or expression or sexual orientation.

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

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

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

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

NOTICE OF THE TITLE IX COORDINATOR

The District's Title IX Coordinator is the Assistant Superintendent. Any individual may make a report of sex discrimination and/or sexual harassment to any District employee or directly to the Title IX Coordinator using any one, or multiple, of the following points of contact:

Assistant Superintendent
185 Damascus Road
Branford, CT 06405
bpstitle9@branfordschools.org

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

EXPLANATION OF COMPLAINT PROCESS AND PROCEDURE

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

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

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

SECTION I. GRIEVANCE PROCESS FOR COMPLAINTS OF SEXUAL HARASSMENT UNDER TITLE IX

A. Definitions

- **Bias** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decision-maker(s) demonstrate actual bias, rather than the appearance of bias. Actual bias includes, but is not limited to, demonstrated personal

animus against the respondent or the complainant and/or prejudgment of the facts at issue in the investigation.

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

- A. Affirmative consent is the standard used in determining whether consent to engage in sexual activity was given by all persons who engaged in the sexual activity.
- B. Affirmative consent may be revoked at any time during the sexual activity by any person engaged in the sexual activity.
- C. It is the responsibility of each person 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.
- D. It shall not be a valid excuse to an alleged lack of affirmative consent that the respondent to the alleged violation believed that the complainant consented to the sexual activity:
 - (i) because the respondent was intoxicated or reckless or failed to take reasonable steps to ascertain whether the complainant affirmatively consented, or
 - (ii) if the respondent knew or should have known that the complainant was unable to consent because such individual was unconscious, asleep, unable to communicate due to a mental or physical condition, unable to consent due to the age of the individual or the age difference between the individual and the respondent, or incapacitated due to the influence of drugs, alcohol or medication.

E. The existence of a past or current dating or sexual relationship between the complainant and the respondent, in and of itself, shall not be determinative of a finding of consent.

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

B. Reporting Sexual Harassment

1. It is the express policy of the Board to encourage victims of sexual harassment to report such claims. Any person may report sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator. If the District receives notice of sexual harassment or alleged sexual harassment against a person in the District's education program or activity, the Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, whether or not the complainant files a formal complaint, and will consider the complainant's wishes with respect to such measures. If the complainant has yet to file a formal complaint, the Title IX Coordinator will explain to the complainant the process for doing so.
2. The District will treat complainants and respondents equitably. A respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility will be made at the conclusion of the grievance process if a formal complaint is filed. Nothing in these Administrative Regulations shall preclude the District from placing an employee respondent on administrative leave during the pendency of the grievance process. Further, nothing in these Administrative Regulations shall limit or preclude the District from removing a respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. If a respondent is removed on an emergency basis, the District shall provide the respondent with notice and an opportunity to challenge the decision immediately following the removal.

C. Formal Complaint and Grievance Process

1. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed for the Title IX Coordinator. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the District's education programs or activity. A formal complaint may be signed by the Title IX Coordinator. If the formal complaint being filed is against the Title IX Coordinator, the formal complaint should be filed with the Superintendent. If the formal complaint being filed is against the Superintendent, the formal complaint should be filed with the Board Chair, who will then retain an independent investigator to investigate the matter.
2. The District may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. If possible, formal complaints should be filed within ten (10) school days of the alleged occurrence in

order to facilitate the prompt and equitable resolution of such claims. The District will attempt to complete the formal grievance process within ninety (90) school days of receiving a formal complaint. This timeframe may be temporarily delayed or extended in accordance with Subsection G of this Section.

3. Upon receipt of a formal complaint, if the Title IX Coordinator has not already discussed the availability of supportive measures with the complainant, the Title IX Coordinator will promptly contact the complainant to discuss the availability of such measures and consider the complainant's wishes with respect to them. The Title IX Coordinator or designee may also contact the respondent, separately from the complainant, to discuss the availability of supportive measures for the respondent. The District will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide such supportive measures.
4. Within ten (10) school days of receiving a formal complaint, the District will provide the known parties with written notice of the allegations potentially constituting sexual harassment under Title IX and a copy of this grievance process. The written notice must also include the following:
 - i. The identities of the parties involved in the incident, if known;
 - ii. The conduct allegedly constituting sexual harassment as defined above;
 - iii. The date and the location of the alleged incident, if known;
 - iv. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
 - v. A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
 - vi. A statement of any provision in the District's policies that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

5. The parties may have an advisor of their choice accompany them during any grievance proceeding at which the party's attendance is required. The District may, in its discretion, establish certain restrictions regarding the extent to which an advisor may participate in the proceedings. If any such restrictions are established, they will be applied equally to all parties.

6. The Title IX Coordinator will, as applicable, promptly commence an investigation of the formal complaint, designate a school administrator to promptly investigate the formal complaint, or dismiss the formal complaint in accordance with Subsection F of this Section. The standard of evidence to be used to determine responsibility is the preponderance of the evidence standard (i.e., more likely than not). The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties.
7. The parties will be given an equal opportunity to discuss the allegations under investigation with the investigator(s) and are permitted to gather and present relevant evidence. This opportunity includes presenting witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The District will provide to a party whose participation is invited or expected (including a witness) written notice of the date, time, location, participants, and purpose of all hearings (if applicable), investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
8. Both parties will be given an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. Prior to completion of the investigative report, the District will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have ten (10) school days to submit a written response, which the investigator(s) will consider prior to completion of the investigative report, as described in Paragraph 9 of this Subsection.
9. The investigator(s) will create an investigative report that fairly summarizes relevant evidence. The investigator(s) will send the investigative report, in an electronic format or hard copy, to each party and to each party's advisor for their review and written response at least ten (10) school days prior to the time a determination regarding responsibility is made.
10. The Superintendent will appoint a decision-maker(s), who shall be a District employee or third-party contractor and who shall be someone other than the Title IX Coordinator or investigator(s). If the formal complaint filed is against the Superintendent, the Board Chair shall appoint the decision-maker, who shall be someone other than the Title IX Coordinator or investigator(s). The investigator(s) and the decision-maker(s) shall not discuss the investigation's facts and/or determination while the formal complaint is pending. The decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party

with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decisions to exclude a question as not relevant.

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

D. Informal Resolution

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

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

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

Nothing in this section precludes an employee from filing a complaint of retaliation for matters related to an informal resolution, nor does it preclude either party from filing complaints based on conduct that is alleged to occur following the District's facilitation of the informal resolution.

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

E. Appeal Process

After receiving notification of the decision-maker(s)' decision, or after receiving notification that the District dismissed a formal complaint or any allegation therein, both complainant and respondent have five (5) school days to submit a formal letter of appeal to the Title IX Coordinator specifying the grounds upon which the appeal is based. Upon receipt of an appeal, the Superintendent shall appoint a decision-maker(s) for the appeal, who shall be someone other than the Title IX Coordinator, investigator(s) or initial decision-maker(s).

Appeals will be appropriate only in the following circumstances:

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

exist solely because the Title IX Coordinator, investigators(s), and/or decision-maker(s) previously worked with or disciplined the complainant or respondent.

The District will provide the other party with written notice of such appeal. The 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 process. The decision-maker(s) for the appeal will provide the appealing party's written statement to the other party. The other party will then have ten (10) school days to submit to the decision-maker for the appeal a written statement in support of, or challenging, the outcome of the grievance process. The decision-maker(s) for the appeal, in their discretion, will determine any additional necessary and appropriate procedures for the appeal.

After considering the parties' written statements, the decision-maker(s) for the appeal will provide a written decision. The decision-maker(s) for the appeal will attempt to issue the written decision within thirty (30) school days of receipt of all written statements from the parties. If it is found that one of the bases for appeal exists, the decision-maker(s) for the appeal will issue an appropriate remedy.

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

F. Dismissal of a Formal Complaint

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

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

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

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

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

G. Miscellaneous

1. Any timeframe set forth in these Administrative Regulations may be temporarily delayed or extended for good cause. Good cause may include, but is not limited to, considerations such as the absence or illness of a party, a party's advisor, or a witness; concurrent law enforcement activity; concurrent activity by the Department of Children and Families; or the need for language assistance or accommodation of disabilities. If any timeframe is altered on a showing of good cause, written notice will be provided to each party with the reasons for the action.
2. If a sexual harassment complaint raises a concern about discrimination or harassment on the basis of any other legally protected classification (such as race, religion, color, national origin, age, or disability), the Title IX Coordinator or designee shall make a referral to other appropriate personnel within the District (e.g. Section 504 Coordinator, etc.), so as to ensure that any such investigation complies with the requirements of policies regarding nondiscrimination.
3. If the sexual harassment complaint results in reasonable cause to suspect or believe that a child has been abused or neglected, has had a nonaccidental physical injury, or injury which is at variance with the history given of such injury, is placed at imminent risk of serious harm, or that a student has been sexually assaulted by a school employee, then, the person to whom the complaint is given or who receives such information shall report such matters in accordance with the Board's policy on the Reports of Suspected Child Abuse or Neglect of Children.
4. Retaliation against any individual who complains pursuant to the Board's Policy regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel) and these Administrative Regulations is strictly prohibited. Neither the District nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or these Administrative Regulations, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under these Administrative Regulations. The District will take actions designed to prevent retaliation. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination described herein.
5. The District will maintain for a period of seven (7) years records of:
 - i. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any

remedies provided to the complainant designed to restore or preserve equal access to the Board's education program or activity;

- ii. Any appeal and the result therefrom;
- iii. Any informal resolution and the result therefrom; and
- iv. All material used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The Board will make these training materials publicly available on its website.

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

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

A. Definitions

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

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

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

allegations of sexual harassment under Title VII or Connecticut law, as defined above, shall be handled pursuant to this Section II of these Administrative Regulations.

C. Grievance Procedures

1. As soon as an employee feels that the employee has been subjected to sex discrimination other than sexual harassment as defined under Title IX (including, without limitation, sexual harassment under Title VII or Connecticut law), the employee should make a written complaint to the Title IX Coordinator or to the building principal, or designee. The employee will be provided a copy of the Board's Policy and Administrative Regulations and made aware of the employee's rights under this Policy and Administrative Regulations. Preferably, complaints should be filed within ten (10) school days of the alleged occurrence. Timely reporting of complaints facilitates the investigation and resolution of such complaints.
2. The complaint should state the:
 - i. Name of the complainant;
 - ii. Date of the complaint;
 - iii. Date(s) of the alleged discrimination;
 - iv. Name(s) of the discriminator(s);
 - v. Location where such discrimination occurred;
 - vi. Names of any witness(es) to the discrimination;
 - vii. Detailed statement of the circumstances constituting the alleged discrimination; and
 - viii. Remedy requested.
3. Any employee who makes an oral complaint of sex discrimination to any of the above-mentioned personnel will be provided a copy of these Administrative Regulations and will be requested to make a written complaint pursuant to the above procedure.
4. All complaints are to be forwarded immediately to the building principal or designee unless that individual is the subject of the complaint, in which case the complaint should be forwarded directly to the Superintendent of Schools or designee. In addition, a copy of any complaint filed under this Policy shall be forwarded to the Title IX Coordinator. If the complaint being filed is against the Title IX Coordinator, the complaint should be filed with the Superintendent. If the complaint being filed is against the Superintendent, the complaint should be filed with the Board Chair, who will then retain an independent investigator to investigate the matter.
5. The Title IX Coordinator or designee shall investigate all complaints of sex discrimination against an employee, regardless of whether the conduct occurred on or off-school grounds. Complaints will be investigated promptly within the timeframes identified below. Timeframes may be extended as needed given the complexity of the investigation, availability of individuals with relevant information, and other extenuating circumstances. The investigation shall be conducted discreetly, maintaining

confidentiality insofar as possible while still conducting an effective and thorough investigation.

6. Any employee who makes a complaint shall be notified of the District's intent to investigate the complaint. In the event the employee requests confidentiality or that an investigation not be conducted, the District will take reasonable steps to investigate and respond to the complaint to the extent possible, given the request for confidentiality or that the District not investigate the complaint. If the employee insists that this information not be shared with the alleged discriminator(s), the employee will be informed that the District's ability to investigate and/or take corrective action may be limited.
7. Upon receipt of a sex discrimination complaint, the Title IX Coordinator shall either promptly commence an investigation of the complaint, or shall designate a school administrator to promptly investigate the complaint. The Title IX Coordinator or designee shall:
 - i. offer to meet with the complainant and respondent (if applicable) separately within ten (10) school days to discuss the nature of the complaint, identify individuals the complainant and respondent (if applicable) believe have relevant information, and obtain any relevant documents the complainant and respondent may have;
 - ii. provide the complainant and respondent (if applicable) with a copy of the Board's sex discrimination policy and accompanying regulations;
 - iii. consider whether any interim measures may be appropriate to protect the complainant or respondent (if applicable), pending the outcome of the investigation;
 - iv. conduct an investigation that is adequate, reliable, and impartial. Investigate the factual basis of the complaint, including, as applicable, conducting interviews with individuals deemed relevant to the complaint;
 - v. consider whether alleged sex discrimination has created a hostile work environment, including consideration of the effects of off-campus conduct on the school;
 - vi. communicate the outcome of the investigation in writing to the complainant, to the respondent, and to any individual properly identified as a party to the complaint (to the extent permitted by state and federal confidentiality requirements), within ninety (90) school days from the date the complaint was received by the Superintendent's office. The investigator may extend this deadline for no more than fifteen (15) additional school days if needed to complete the investigation. The complainant and respondent (if applicable) shall be notified of such extension. The written notice shall include a finding

whether the complaint was substantiated and if so, shall identify, to the extent possible, how the District will remedy the discrimination, adhering to the requirements of state and federal law; and

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

D. Miscellaneous

1. If a sex discrimination complaint raises a concern about discrimination or harassment on the basis of any other legally protected classification (such as race, religion, color, national origin, age, or disability), the Title IX Coordinator or designee shall make a referral to other appropriate personnel within the District (e.g. Section 504 Coordinator, etc.), so as to ensure that any such investigation complies with the requirements of policies regarding nondiscrimination.
2. If the sex discrimination complaint results in reasonable cause to suspect or believe that a child has been abused or neglected, has had a nonaccidental physical injury, or injury which is at variance with the history given of such injury, is placed at imminent risk of serious harm, or that a student has been sexually assaulted by a school employee, then, the person to whom the complaint is given or who receives such information shall report such matters in accordance with the Board's policy on the Reports of Suspected Child Abuse or Neglect of Children.

3. Retaliation against any individual who complains pursuant to the Board's Policy regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel) and these Administrative Regulations is strictly prohibited. Neither the District nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or these Administrative Regulations, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under these Administrative Regulations. The District will take actions designed to prevent retaliation as a result of filing a complaint. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination described herein.

Section III. Further Reporting

At any time, a complainant alleging sex discrimination or sexual harassment may also file a complaint with the Office for Civil Rights, Boston Office, U.S. Department of Education, 8th Floor, 5 Post Office Square, Boston, MA 02109-3921 (Telephone (617) 289-0111).

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

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

1/17/2025

Appendix A

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

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

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

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

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

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

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

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

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

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

SECOND READING MARCH 2025

**FORM 1: COMPLAINT FORM REGARDING SEXUAL HARASSMENT UNDER
TITLE IX (PERSONNEL)**

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

Name of the complainant _____

Date of the complaint _____

Date of the alleged sexual harassment _____

Name or names of the sexual harasser(s) _____

Location where such sexual harassment occurred _____

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

Detailed statement of the circumstances constituting the alleged sexual harassment

Remedy requested _____

Signature of Complainant or Title IX Coordinator: _____

11/23/2020

**FORM 2: COMPLAINT FORM REGARDING SEX DISCRIMINATION (OTHER THAN
SEXUAL HARASSMENT UNDER TITLE IX) (PERSONNEL)**

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

Name of the complainant _____

Date of the complaint _____

Date of the alleged sex discrimination _____

Name or names of the sex discriminator(s) _____

Location where such sex discrimination occurred _____

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

Detailed statement of the circumstances constituting the alleged sex discrimination

Remedy requested _____

Signature: _____

11/23/2020

SAMPLE WRITTEN NOTICE FOR FORMAL COMPLAINTS OF SEXUAL HARASSMENT
[LETTERHEAD]

NOTICE OF SEXUAL HARASSMENT ALLEGATIONS UNDER TITLE IX

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

Identities of the parties involved, if known:

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

The conduct allegedly constituting sexual harassment: _____

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

The Title IX Coordinator or designee will contact the parties regarding the next step in the grievance process. Questions can be directed to the Title IX Coordinator:

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

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

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

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

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

SECOND READING MARCH 2025

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

[LETTERHEAD]

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

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

The conduct allegedly constituting sexual harassment: _____

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

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

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

I voluntarily consent to the informal resolution process:

Complainant

Date

Respondent

Date

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

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

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

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

EXAMPLES OF SEXUAL HARASSMENT INCLUDE:

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

REMEDIES FOR SEXUAL HARASSMENT MAY INCLUDE:

CEASE AND DESIST ORDERS
BACK PAY
COMPENSATORY DAMAGES
PUNITIVE DAMAGES
HIRING, PROMOTION, OR REINSTATEMENT

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

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

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

AN INFRACTION OF THIS POLICY BY SUPERVISORS OR CO-WORKERS SHOULD BE REPORTED IMMEDIATELY TO THE TITLE IX COORDINATOR (ASSISTANT SUPERINTENDENT), OR THE SUPERINTENDENT IF THE TITLE IX COORDINATOR IS THE SUBJECT OF THE COMPLAINT. CONFIDENTIALITY WILL BE MAINTAINED TO THE EXTENT POSSIBLE.

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

THE CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
WEST CENTRAL REGIONAL OFFICE
ROWLAND GOVERNMENT CENTER
55 W. MAIN STREET, SUITE 210
(203) 805-6530

AND/ OR:

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

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

9/24/20



Students

5250 P

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

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

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

The Superintendent of Schools shall develop Administrative Regulations implementing this Policy and in accordance with Title IX, Title VII, and Connecticut law (the “Administrative Regulations”) and report to the Board on any substantive changes to the content and implementation of the regulations.

Sex discrimination occurs when a person, because of the person’s sex, is denied participation in or the benefits of any education program or activity receiving federal financial assistance. Sex discrimination includes actions taken on the basis of an individual’s gender identity or expression and sexual orientation.

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

- (1) An employee of the Board conditioning the provision of an aid, benefit, or service of the Board on an individual’s participation in unwelcome sexual conduct (*i.e., quid pro quo*);

(2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Board's education programs or activities; or

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

"Sex" under Title IX includes gender identity or expression or sexual orientation.

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

Harassment that denigrates other parts of a person's identity, including but not limited to race, religion, or ability, may contain elements of sexual harassment.

Reporting Sex Discrimination or Sexual Harassment

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

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

The Branford Public Schools administration (the "Administration") shall provide training to Title IX Coordinator(s), investigators, decision-makers, and any person who facilitates an informal resolution process (as set forth in the Administrative Regulations), which training shall include but need not be limited to, the definitions of sex discrimination and sexual harassment, the scope of the Board's education program and activity, how to conduct an investigation and grievance process, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. The Administration shall make the training materials used to provide these trainings publicly available on the Board's website. The Administration shall also periodically provide training to all Board employees on the topic of sex discrimination and sexual harassment under Title IX and Connecticut law, which shall include but not be limited to when reports of sex discrimination and/or sexual harassment must be made. The Administration

shall distribute this Policy and the Administrative Regulations to staff, students and parents and legal guardians and make the Policy and the Administrative Regulations available on the Board's website to promote an environment free of sex discrimination and sexual harassment.

The Board's Title IX Coordinator is the Assistant Superintendent. Any individual may make a report of sex discrimination and/or sexual harassment to any Board employee or directly to the Title IX Coordinator using any one, or multiple, of the following points of contact:

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

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

Students may also make a report of sexual harassment and/or sex discrimination to the Connecticut Commission on Human Rights and Opportunities, 450 Columbus Boulevard, Hartford, CT 06103-1835 (Telephone number : 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.
Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)
Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)
Conn. Gen. Stat. § 10-15c - Discrimination in public schools prohibited.

ADOPTED: 10-19-2022

REVISED:

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

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

Sex discrimination occurs when a person, because of the person’s sex, is denied participation in or the benefits of any education program or activity receiving federal financial assistance. Sex discrimination includes actions taken on the basis of an individual’s gender identity or expression or sexual orientation.

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

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

“Sex” under Title IX includes gender identity or expression or sexual orientation.

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

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

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

Harassment that denigrates other parts of a person's identity, including but not limited to race, religion, or ability, may contain elements of sexual harassment.

NOTICE OF THE TITLE IX COORDINATOR

The District's Title IX Coordinator is the Assistant Superintendent. Any individual may make a report of sex discrimination and/or sexual harassment to any District employee or directly to the Title IX Coordinator or a School Title IX Coordinator using any one, or multiple, of the following points of contact:

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

School Title IX Coordinators

Branford High School Title IX Coordinator
185 East Main Street
Branford, CT 06405
203-488-7291
BHStitle9@branfordschools.org

Walsh Intermediate School Title IX Coordinator
185 Damascus Road
Branford, CT 06405
203-488-8317
WIStitle9@branfordschools.org

John B. Sliney Elementary School Title IX Coordinator
23 Eades Street
Branford, CT 06405
JBStitle9@branfordschools.org

Mary R. Tisko Elementary School Title IX Coordinator
118 Damascus Road
Branford, CT 06405
203-483-1826
MRTtitle9@branfordschools.org

Mary T. Murphy Elementary School Title IX Coordinator
14 Brushy Plain Road
Branford, CT 06405
203-483-1832
MTMtitle9@branfordschools.org

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

EXPLANATION OF COMPLAINT PROCESS AND PROCEDURE

The federal regulations implementing Title IX require the adoption and publication of two separate grievance systems: a grievance process for complaints of sex discrimination involving allegations of sexual harassment and grievance procedures for complaints of sex discrimination

that are not sexual harassment. Accordingly, the Administration will process any complaints of sex discrimination involving allegations of sexual harassment, as defined above, pursuant to the **grievance process** set forth in Section I of these regulations. The Administration will process any complaints of sex discrimination that are not sexual harassment pursuant to the **grievance procedures** set forth in Section II of these regulations.

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

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

SECTION I. GRIEVANCE PROCESS FOR COMPLAINTS OF SEXUAL HARASSMENT UNDER TITLE IX

A. Definitions

- **Bias** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decision-maker(s) demonstrate actual bias, rather than the appearance of bias. Actual bias includes, but is not limited to, demonstrated personal animus against the respondent or the complainant and/or prejudgment of the facts at issue in the investigation.
- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- A **conflict of interest** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decision-maker(s) have personal, financial and/or familial interests that affected the outcome of the investigation.
- **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:

- A. Affirmative consent is the standard used in determining whether consent to engage in sexual activity was given by all persons who engaged in the sexual activity.

B. Affirmative consent may be revoked at any time during the sexual activity by any person engaged in the sexual activity.

C. It is the responsibility of each person 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.

D. It shall not be a valid excuse to an alleged lack of affirmative consent that the respondent to the alleged violation believed that the complainant consented to the sexual activity:

(i) because the respondent was intoxicated or reckless or failed to take reasonable steps to ascertain whether the complainant consented, or

(ii) if the respondent knew or should have known that the complainant was unable to consent because such individual was unconscious, asleep, unable to communicate due to a mental or physical condition, unable to consent due to the age of the individual or the age difference between the individual and the respondent, or incapacitated due to the influence of drugs, alcohol or medication.

E. The existence of a past or current dating or sexual relationship between the complainant and the respondent, in and of itself, shall not be determinative of a finding of consent.

- For purposes of investigations and complaints of sexual harassment, **education program or activity** includes locations, events, or circumstances over which the Board exercises substantial control over both the respondent and the context in which the sexual harassment occurs.
- **Employee** means (A) a teacher, substitute teacher, school administrator, school superintendent, guidance counselor, school counselor, psychologist, social worker, nurse, physician, school paraprofessional or coach employed by the Board or working in a public elementary, middle or high school; or (B) any other individual who, in the performance of 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.
- **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment (as defined under Title IX) against a respondent and requesting that the Administration investigate the allegation of sexual harassment. A "document filed by a complainant" means a document or electronic submission that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.

- **Respondent** means an individual who has been alleged to be the perpetrator of conduct that could constitute sexual harassment.
- **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.
- **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, increased security and monitoring, and other similar measures.

B. Reporting Sexual Harassment

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

C. Formal Complaint and Grievance Process

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

- v. A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
- vi. A statement of any provision in the District's Student Discipline Policy or any other policy that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

5. The parties may have an advisor of their choice accompany them during any grievance proceeding at which the party's attendance is required. The District may, in its discretion, establish certain restrictions regarding the extent to which an advisor may participate in the proceedings. If any such restrictions are established, they will be applied equally to all parties.
6. The Title IX Coordinator will, as applicable, promptly commence an investigation of the formal complaint, designate a school administrator to promptly investigate the formal complaint, or dismiss the formal complaint in accordance with Subsection F of this Section. The standard of evidence to be used to determine responsibility is the preponderance of the evidence standard (i.e., more likely than not). The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the District and not on the parties.
7. The parties will be given an equal opportunity to discuss the allegations under investigation with the investigator(s) and are permitted to gather and present relevant evidence. This opportunity includes presenting witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The District will provide to a party whose participation is invited or expected (including a witness), written notice of the date, time, location, participants, and purpose of all hearings (if applicable), investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
8. Both parties will be given an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. Prior to completion of the investigative report, the District will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have ten (10) school days to submit a written response,

which the investigator(s) will consider prior to completion of the investigative report, as described in Paragraph 9 of this Subsection.

9. The investigator(s) will create an investigative report that fairly summarizes relevant evidence. The investigator(s) will send the investigative report, in an electronic format or hard copy, to each party and to each party's advisor for their review and written response at least ten (10) school days prior to the time a determination regarding responsibility is made.
10. The Superintendent will appoint a decision-maker(s), who shall be a District employee or third-party contractor and who shall be someone other than the Title IX Coordinator or investigator(s). If the formal complaint filed is against the Superintendent, the Board Chair shall appoint the decision-maker, who shall be a District employee or third-party contractor and who shall be someone other than the Title IX Coordinator or investigator(s). The investigator(s) and the decision-maker(s) shall not discuss the investigation's facts and/or determination while the formal complaint is pending. The decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decisions to exclude a question as not relevant.
11. The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker must apply the preponderance of the evidence standard. The written determination will include: (1) identification of the allegations potentially constituting sexual harassment; (2) a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held; (3) findings of fact supporting the determination; (4) conclusions regarding the application of the District's code of conduct to the facts; (5) a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District will impose on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and (6) the District's procedures and permissible bases for the complainant and respondent to appeal. If the respondent is found responsible for violating the Board's Policy regarding Title IX of the Education Amendments of 1972-Prohibition of Sex Discrimination and Sexual Harassment (Students), the written determination shall indicate whether the respondent engaged in sexual harassment as

defined by the Board's Policy and these Administrative Regulations. The written determination will be provided to both parties simultaneously.

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

D. Informal Resolution

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

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

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

Nothing in this section precludes a student from filing a complaint of retaliation for matters related to an informal resolution, nor does it preclude either party from filing complaints based on conduct that is alleged to occur following the District's facilitation of the informal resolution.

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

E. Appeal Process

After receiving notification of the decision-makers decision, or after receiving notification that the District dismissed a formal complaint or any allegation therein, both complainant and respondent have five (5) school days to submit a formal letter of appeal to the Title IX Coordinator specifying the grounds upon which the appeal is based. Upon receipt of an appeal, the Superintendent shall appoint a decision-maker(s) for the appeal, who shall be someone other than the Title IX Coordinator, investigator(s), or initial decision-maker(s).

Appeals will be appropriate only in the following circumstances:

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

The District will provide the other party with written notice of such appeal. The 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 process. The decision-maker(s) for the appeal will provide the appealing party's written statement to the other party. The other 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 process. The decision-maker(s) for the appeal, in their discretion, will determine any additional necessary and appropriate procedures for the appeal.

After considering the parties' written statements, the decision-maker(s) for the appeal will provide a written decision. The decision-maker(s) for the appeal will attempt to issue the written decision within thirty (30) school days of receipt of all written statements from the parties. If it is found that one of the bases for appeal exists, the decision-maker(s) for the appeal will issue an appropriate remedy.

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

F. Dismissal of a Formal Complaint

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

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

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

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

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

G. Miscellaneous

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

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

4. Retaliation against any individual who complains pursuant to the Board's Policy regarding Title IX of the Education Amendments of 1972-Prohibition of Sex Discrimination and Sexual Harassment (Students) and these Administrative Regulations is strictly prohibited. Neither the District nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or these Administrative Regulations, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under these Administrative Regulations. The District will take actions designed to prevent retaliation. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination described herein.
5. The District will maintain for a period of seven (7) years records of:
 - i. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the Board's education program or activity;
 - ii. Any appeal and the result therefrom;
 - iii. Any informal resolution and the result therefrom; and
 - iv. All material used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The Board will make these training materials publicly available on its website.

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

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

A. Definitions

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

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

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

C. Grievance Procedures

1. As soon as a student feels that the student has been subjected to sex discrimination other than sexual harassment as defined under Title IX (including, without limitation, sexual harassment under Connecticut law), the student or the student's parent/legal guardian should make a written complaint to the Title IX Coordinator or to the building principal, or designee. The student will be provided a copy of the Board's Policy and Administrative Regulations and made aware of the student's rights under this Policy and Administrative Regulations. Preferably, complaints should be filed within ten (10) school days of the alleged occurrence. Timely reporting of complaints facilitates the investigation and resolution of such complaints.
2. The complaint should state the:
 - i. Name of the complainant;
 - ii. Date of the complaint;
 - iii. Date(s) of the alleged discrimination;
 - iv. Name(s) of the discriminator(s);

- v. Location where such discrimination occurred;
 - vi. Names of any witness(es) to the discrimination;
 - vii. Detailed statement of the circumstances constituting the alleged discrimination; and
 - viii. Remedy requested.
3. Any student who makes an oral complaint of sex discrimination to any of the above-mentioned personnel will be provided a copy of these Administrative Regulations and will be requested to make a written complaint pursuant to the above procedure. In appropriate circumstances, such as due to the age of the student making the complaint, a parent or school administrator may be permitted to fill out the form on the student's behalf.
 4. All complaints are to be forwarded immediately to the building principal or designee unless that individual is the subject of the complaint, in which case the complaint should be forwarded directly to the Superintendent of Schools or designee. In addition, a copy of any complaint filed under this Policy shall be forwarded to the Title IX Coordinator. If the complaint being filed is against the Title IX Coordinator, the complaint should be filed with the Superintendent. If the complaint being filed is against the Superintendent, the complaint should be filed with the Board Chair, who will then retain an independent investigator to investigate the matter.
 5. The Title IX Coordinator or designee shall investigate all complaints of sex discrimination against a student, regardless of whether the conduct occurred on or off-school grounds. Complaints will be investigated promptly within the timeframes identified below. Timeframes may be extended as needed given the complexity of the investigation, availability of individuals with relevant information, and other extenuating circumstances. The investigation shall be conducted discreetly, maintaining confidentiality insofar as possible while still conducting an effective and thorough investigation.
 6. Any student who makes a complaint shall be notified of the District's intent to investigate the complaint. In the event the student requests confidentiality or that an investigation not be conducted, the District will take reasonable steps to investigate and respond to the complaint to the extent possible, given the request for confidentiality or that the District not investigate the complaint. If the student insists that the student's personally identifiable information not be shared with the alleged discriminator(s), the student will be informed that the District's ability to investigate and/or take corrective action may be limited.
 7. Upon receipt of a sex discrimination complaint, the Title IX Coordinator shall either promptly commence an investigation of the complaint, or shall designate a school administrator to promptly investigate the complaint. The Title IX Coordinator or designee shall:

- i. offer to meet with the complainant and respondent (if applicable) separately within ten (10) school days to discuss the nature of the complaint, identify individuals the complainant and respondent (if applicable) believe have relevant information, and obtain any relevant documents the complainant and respondent may have;
 - ii. provide the complainant and respondent (if applicable) with a copy of the Board's sex discrimination policy and accompanying regulations;
 - iii. consider whether any interim measures may be appropriate to protect the complainant or respondent (if applicable), pending the outcome of the investigation;
 - iv. conduct an investigation that is adequate, reliable, and impartial. Investigate the factual basis of the complaint, including, as applicable, conducting interviews with individuals deemed relevant to the complaint;
 - v. consider whether alleged sex discrimination has created a hostile school environment, including consideration of the effects of off-campus conduct on the school;
 - vi. communicate the outcome of the investigation in writing to the complainant, to the respondent, and to any individual properly identified as a party to the complaint (to the extent permitted by state and federal confidentiality requirements), within ninety (90) school days from the date the complaint was received by the Superintendent's office. The investigator may extend this deadline for no more than fifteen (15) additional school days if needed to complete the investigation. The complainant and respondent (if applicable) shall be notified of such extension. The written notice shall include a finding whether the complaint was substantiated and if so, shall identify, to the extent possible, how the District will remedy the discrimination, adhering to the requirements of state and federal law; and
 - vii. when sex discrimination has been found, take steps that are reasonably calculated to end the discrimination, take corrective and/or disciplinary action aimed at preventing the recurrence of the discrimination, as deemed appropriate by the Superintendent or designee, and take steps to remedy the effects of the sex discrimination.
8. If a complaint is made during summer recess, the complaint will be reviewed and addressed as quickly as possible given the availability of staff and/or other individuals who may have information relevant to the complaint. If fixed timeframes cannot be met, the complainant and respondent will receive notice and interim measures may be implemented as necessary.

9. If the complainant or respondent (if applicable) is dissatisfied with the findings of the investigation, the complainant or respondent may file a written appeal within five (5) school days to the Title IX Coordinator, or, if the Title IX Coordinator conducted the investigation, to the Superintendent of Schools. The Title IX Coordinator or Superintendent shall review the Title IX Coordinator or designee's written report, the information collected by the Title IX Coordinator or designee together with the recommended disposition of the complaint to determine whether the alleged conduct constitutes sex discrimination. The Title IX Coordinator or Superintendent of Schools may determine if further action and/or investigation is warranted. After completing this review, the Title IX Coordinator or Superintendent of Schools shall respond to the complainant and respondent (if applicable), in writing, within fifteen (15) school days following the receipt of the written request for review.

D. Miscellaneous

1. If a sex discrimination complaint raises a concern about bullying behavior, the Title IX Coordinator shall notify the Safe School Climate Specialist or designee who shall coordinate any bullying investigation with the Title IX Coordinator, to promote the alignment of any such bullying investigation with the requirements of applicable Board policies and state law. Additionally, if a sex discrimination complaint raises a concern about discrimination or harassment on the basis of any other legally protected classification (such as race, religion, color, national origin, age, or disability), the Title IX Coordinator or designee shall make a referral to other appropriate personnel within the District (e.g. Section 504 Coordinator, etc.), so as to ensure that any such investigation complies with the requirements of policies regarding nondiscrimination.
2. If the sex discrimination complaint results in reasonable cause to suspect or believe that a child has been abused or neglected, has had a nonaccidental physical injury, or injury which is at variance with the history given of such injury, is placed at imminent risk of serious harm, or that a student has been sexually assaulted by a school employee, then, the person to whom the complaint is given or who receives such information shall report such matters in accordance with the Board's policy on the Reports of Suspected Child Abuse or Neglect of Children.
3. Retaliation against any individual who complains pursuant to the Board's Policy regarding Title IX of the Education Amendments of 1972-Prohibition of Sex Discrimination and Sexual Harassment (Students) and these Administrative Regulations is strictly prohibited. Neither the District nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or these Administrative Regulations, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under these Administrative Regulations. The District will take actions designed to prevent retaliation as a result of filing a complaint. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination described herein.

Section III. Further Reporting

At any time, a complainant alleging sex discrimination or sexual harassment may also file a complaint with the Office for Civil Rights, Boston Office, U.S. Department of Education, 8th Floor, 5 Post Office Square, Boston, MA 02109-3921 (Telephone number (617) 289-0111).

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

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

1/17/2025

SECOND READING MARCH 2025

Appendix A

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

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

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

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

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

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

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

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

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

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

SECOND READING MARCH 2025

**FORM 1: COMPLAINT REGARDING SEXUAL HARASSMENT UNDER TITLE IX
(STUDENTS)**

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

Name of the complainant _____

Date of the complaint _____

Date of the alleged sexual harassment _____

Name or names of the sexual harasser(s) _____

Location where such sexual harassment occurred _____

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

Detailed statement of the circumstances constituting the alleged sexual harassment

Remedy requested

Signature of Complainant or Title IX Coordinator: _____

11/23/2020

SECOND READING MARCH 2025

FORM 2: COMPLAINT REGARDING SEX DISCRIMINATION (OTHER THAN SEXUAL HARASSMENT UNDER TITLE IX) (STUDENTS)

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

Name of the complainant _____

Date of the complaint _____

Date of the alleged sex discrimination _____

Name or names of the sex discriminator(s) _____

Location where such sex discrimination occurred _____

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

Detailed statement of the circumstances constituting the alleged sex discrimination

Remedy requested _____

Signature: _____

11/23/2020

SECOND READING MARCH 2025

*SAMPLE WRITTEN NOTICE FOR FORMAL COMPLAINTS OF STUDENT/STUDENT
SEXUAL HARASSMENT*

NOTICE OF SEXUAL HARASSMENT ALLEGATIONS UNDER TITLE IX
AND NOTICE OF BULLYING INVESTIGATION UNDER CONN. GEN. STAT. § 10-222d

In accordance with the Board's Policy and Administrative Regulations Regarding Title IX of the Education Amendments of 1972 - Prohibition of Sex Discrimination and Sexual Harassment (Students), a formal complaint of sexual harassment has been filed with or signed by the Title IX Coordinator. The formal complaint shall also be considered a written report of suspected bullying under the Board's Bullying Prevention and Intervention Policy and Connecticut General Statutes § 10-222d. As such, a bullying investigation pursuant to the foregoing policy and statute will be conducted as part of the Title IX grievance process. This notice shall serve as notification that an investigation of alleged Title IX sexual harassment and bullying has commenced. Please be advised that students are entitled to different and additional procedural rights under the Title IX grievance process than under the Board's Bullying Prevention and Intervention Policy.

Identities of the parties involved, if known:

_____ (Complainant(s))

_____ (Respondent(s))

The conduct allegedly constituting sexual harassment and bullying:

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

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

Procedural Rights Under Title IX:

- The respondent is presumed not responsible for the alleged conduct. A determination regarding responsibility under Title IX is made at the conclusion of the grievance process.
- All parties involved in the Title IX grievance process may have an advisor of their choice who may be, but it not required to be, an attorney. This advisor may inspect and review evidence as permitted by the Board's Administrative Regulations Regarding Title IX of the Education Amendments of 1972 - Prohibition of Sex Discrimination and Sexual Harassment (Students).

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

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

1/26/2022

*SAMPLE WRITTEN NOTICE FOR FORMAL COMPLAINTS OF STUDENT/EMPLOYEE
SEXUAL HARASSMENT*

NOTICE OF SEXUAL HARASSMENT ALLEGATIONS UNDER TITLE IX

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

Identities of the parties involved, if known:

_____ (Complainant(s))

_____ (Respondent(s))

The conduct allegedly constituting sexual harassment:

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

The Title IX Coordinator or designee will contact the parties regarding the next step in the grievance process. Questions can be directed to the Title IX Coordinator:

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

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

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

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

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

1/26/2022

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

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

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

The conduct allegedly constituting sexual harassment:

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

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

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

I voluntarily consent to the informal resolution process:

Complainant

Date

Parent/Guardian of Complainant

Date

Respondent

Date

Parent/Guardian of Respondent
11/23/2020

Date

SECOND READING MARCH 2025

CHRISTOPHER J. TRANBERG, PH.D.
Superintendent of Schools

ALLISON K. MORAN
Assistant Superintendent of Schools

BLAIZE LEVITAN
Chief Operating Officer



BRANFORD PUBLIC SCHOOLS

185 Damascus Road, Branford, CT 06405-3717
203.488.7276 • Fax 203. 315.3505

To: Christopher J. Tranberg, Ph.D, Superintendent
From: Blaize Levitan, Chief Operating Officer
Date: March 1, 2025
Subject: Required Votes for Healthy Food Certification

In order to maintain Healthy Food Certification and receive the additional 10 cents per reimbursable lunch (paid, free and reduced), we must certify annually to the Connecticut State Department of Education our intentions with respect to following the Connecticut Nutrition Standards. That certification includes documentation of Board of Education action on the following motions. The beverage portion of the food and beverage exemption is unrelated to Healthy Food Certification, as compliant beverages are required of all Connecticut public schools. Without the beverage exemption, the district's schools can never sell noncompliant beverages to students.

A yes or no vote is required on each motion and the motions must be made with the following specific language, which must be reflected in the minutes:

1. Healthy food option motion

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

I recommend a "Yes" vote on the first motion.

2. Food and beverage exemption motion

The Branford Board of Education will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards and beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met:

- 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend;
- 2) the sale is at the location of the event; and
- 3) the food and beverage items are not sold from a vending machine or school store.

An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held and must be the same place as the food and beverage sales.

I recommend a “Yes” vote on the second motion.



Students

5550 P

HOMELESS CHILDREN AND YOUTH

In accordance with federal law, it is the policy of the Branford Board of Education (the “Board”) to prohibit discrimination against, segregation of, or stigmatization of, homeless children and youth. The Board authorizes the Administration to establish regulations setting forth procedures necessary to implement the requirements of law with respect to homeless children and youth. In the event of conflict between federal and/or state law and these administrative regulations, the provisions of law shall control.

Legal References:

State Law:

Connecticut General Statutes § 10-186 Duties of local and regional boards of education re school attendance. Hearings. Appeals to state board. Establishment of hearing board. Readmission. Transfers

Connecticut General Statutes § 10-253 School privileges for children in certain placements, non-resident children and children in temporary shelters, homeless children and children in juvenile residential centers. Liaison to facilitate transitions between school districts and juvenile and criminal justice systems.

Federal Law:

The McKinney-Vento Homeless Education Assistance Act, 42 U.S.C. §§ 11431 et seq., as amended by Every Student Succeeds Act, Pub. L. 114-95.

ADOPTED: 10-19-2022

REVISED: 04-24-2024

8/29/2019

Technical Rev. 8/13/2024

**ADMINISTRATIVE REGULATIONS REGARDING
HOMELESS CHILDREN AND YOUTH**

In accordance with federal law, the Branford Board of Education (the “Board”) and the Branford Public Schools (the “District”) does not permit discrimination against, segregation of, or stigmatization of, homeless children and youth. The following sets forth the procedures to implement the requirements of law with respect to homeless children and youth. In the event of conflict between federal and/or state law and these regulations with respect to homeless children and youth, the provisions of law shall control.

I. Definitions:

- A. **Enroll and Enrollment:** includes attending classes and participating fully in school activities.
- B. **Homeless Children and Youth:** means children and youth who lack a fixed, regular, and adequate nighttime residence, including children and youth who:
1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason.
 2. Are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations.
 3. Are living in emergency or transitional shelters.
 4. Are abandoned in hospitals.
 5. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
 6. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.
 7. Are migratory children living in the above described circumstances.
- C. **School of Origin:** means the school that a homeless child or youth attended when permanently housed or the school in which the homeless child was last enrolled. School of origin may include preschool administered by the District and, when a homeless child or youth completes the final grade level served by the school of origin, school of origin also

includes the designated receiving school at the next grade level for all feeder schools.

- D. **Unaccompanied Youth:** means a homeless child or youth not in the physical custody of a parent or guardian.

II. Homeless Liaison:

- A. The District's Homeless Liaison is the Director of Student Services.

- B. The duties of the District's Homeless Liaison include:

1. Ensuring that homeless children and youth are identified by school personnel and through outreach and coordination with other entities and agencies.
2. Ensuring that homeless children and youth enroll in, and have full and equal opportunity to succeed in the District's schools, including ensuring that such homeless children and youth have opportunities to meet the same challenging state academic standards as other children and youths.
3. Ensuring that homeless families, children, and youths receive educational services for which such families, children and youth are eligible, including services through Head Start and Even Start, early intervention services under Part C of the Individuals with Disabilities Education Act and preschool programs administered by the District.
4. Ensuring that parents and guardians of homeless children and youth and unaccompanied youth receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services.
5. Ensuring that parents and guardians of homeless children and youth and unaccompanied youth are informed of educational and related opportunities available to homeless children and youth, including extracurricular activities, and that parents and guardians of homeless children and youth are provided with meaningful opportunities to participate in the education of their children.
6. Ensuring that public notice of the educational rights of homeless children under the McKinney-Vento Act is disseminated in locations frequented by parents, guardians, and unaccompanied youth in a manner and form that is understandable to them.
7. Ensuring that enrollment disputes are mediated in accordance with the McKinney-Vento Act, including carrying out the initial dispute

resolution process and ensuring that homeless students are immediately enrolled pending resolution of any enrollment dispute.

8. Ensuring that parent(s)/guardian(s) of homeless children and youth and unaccompanied youth are fully informed of all transportation services, including transportation to and from the school of origin, and are assisted in accessing those services.
9. Assisting homeless children and youth in enrolling in school and accessing school services and removing barriers to enrollment and retention due to outstanding fees, fines or absences.
10. Ensuring that students who are English learners/multilingual learners are not deterred or discouraged from applying and/or accessing special academic programs and offerings, including advanced courses and programs, because they are English learners/multilingual learners or because they have interrupted formal schooling due to work-related mobility.
11. Informing parent(s)/guardian(s) of homeless children and youth and unaccompanied youth, school personnel, and others of the rights of such students.
12. Assisting homeless children and youth who do not have immunizations or immunization/medical records to obtain necessary immunizations or immunization/medical records.
13. Assisting unaccompanied youth in placement/enrollment decisions, including considering the unaccompanied youth's wishes in those decisions, and providing notice to the unaccompanied youth of the right to appeal such decisions.
14. Ensuring that high school age homeless children and youth receive assistance from counselors to advise such youths on preparation and readiness for college, including informing such children and youths of their status as independent students under the Higher Education Act of 1965 and that they may obtain assistance from the district to receive verification of this status for purposes of the Free Application for Federal Student Aid (FAFSA).
15. Ensuring collaboration with community and school personnel responsible for providing education and related support services to homeless children and youth.
16. Collaborating with and participating in professional development and technical assistance activities offered by the State Office of the Coordinator for the Education of Homeless Children and Youth.

17. Ensuring that school personnel providing services to homeless children and youth receive professional development and other technical assistance activities regarding the McKinney-Vento Act.
18. Ensuring that unaccompanied youth are enrolled in school and that procedures are implemented to identify and remove barriers that prevent them from receiving credit for full or partial coursework satisfactorily completed at a prior school, in accordance with state, local, and school policies.
19. Ensuring that information about enrollment, classes, and other educational programs and activities is made accessible to parents and guardians who have limited English proficiency.
20. With appropriate training, affirming that a child or youth who is eligible for and participating in a program provided by the District, or the immediate family of such a child or youth, is eligible for homeless assistance programs administered under Title IV of the McKinney-Vento Act.

III. Enrollment of Homeless Children and Youth:

- A. Enrollment of homeless children and youth may not be denied or delayed due to the lack of any document normally required for enrollment. However, administrators shall require the parent/guardian or unaccompanied youth to provide contact information prior to enrollment.
- B. To facilitate enrollment, administrators:
 1. May permit parents/guardians of homeless children and youth and unaccompanied youth to sign affidavits of residency to replace typical proof of residency.
 2. May permit unaccompanied youth to enroll with affidavits to replace typical proof of guardianship.
 3. Shall refer parent/guardian/unaccompanied youth to the District's Homeless Liaison who will assist in obtaining immunizations.
 4. Shall contact previous schools for records and assistance with placement decisions.
 5. Shall maintain records so that the records are available in a timely fashion when the student enters a new school or school district.

IV. School Selection:

A. Standards for School Selection:

1. The District is required to make a determination as to the best interests of a homeless child or youth in making a determination as to the appropriate school of placement.
2. In making such a determination, the District is required to keep a homeless child or youth in the child's or youth's school of origin for the duration of homelessness when a homeless child or youth becomes homeless between academic years or during an academic year; or for the remainder of the academic year if the homeless child or youth becomes permanently housed during an academic year, to the extent feasible, unless it is against the wishes of the parent or guardian or unaccompanied youth. Otherwise, the homeless child or youth shall be enrolled in a public school that non-homeless students who live in the area where the homeless child or youth is actually living are eligible to attend.
3. The District must presume that keeping the homeless child or youth in the school of origin is in the child's or youth's best interest unless doing so is contrary to the request of the child's or youth's parent or guardian, or in the case of an unaccompanied youth, the unaccompanied youth. In considering the child's or youth's best interest, the District must consider student-centered factors related to the child's or youth's best interest, giving priority to the request of the parent or guardian or unaccompanied youth.

B. Procedures for Review of School Selection Recommendation:

1. The Principal designee of the school in which enrollment is sought shall review an enrollment request in accordance with the standards discussed above, and shall make an initial recommendation regarding same. If the Principal's or designee's recommendation is to select a placement other than the school desired by the parent(s) or guardian(s) of the homeless child or youth or the unaccompanied youth, then the Principal or designee shall refer the matter to the Superintendent or designee for review of the recommendation and the reasons therefor, and shall notify the District's Homeless Liaison of same.
2. The Superintendent or designee shall review the matter and consult with the District's Homeless Liaison concerning same. If the Superintendent or designee agrees with the recommendation of the Principal or designee, and a dispute remains between the District and the parent(s) or guardian(s) of a homeless child or youth or an unaccompanied youth about a school selection and/or enrollment decision; the Superintendent or his/her designee shall provide the parent(s) or guardian(s) of a homeless child or youth or an unaccompanied youth with a written explanation of the District's decision regarding this matter, and the right to appeal such decision to the Board.

C. Dispute Resolution Process:

1. The District's Homeless Liaison shall be responsible for promoting objective and expeditious dispute resolutions, and adherence to these administrative regulations.
2. If the parent(s) or guardian(s) of a homeless child or youth or an unaccompanied youth disputes the school placement decision or enrollment, the District must immediately enroll the homeless child or youth in the school in which enrollment is sought, pending resolution of the dispute. The homeless child or youth shall also have the right to all appropriate educational services, including transportation to and from the school in which enrollment is sought, while the dispute is pending.
3. If necessary, the District's Homeless Liaison shall assist parent(s) or guardian(s) of a homeless child or youth or an unaccompanied youth with completion of the necessary appeal paperwork required to file for an appeal to the Board, and provide the parent(s) or guardian(s) of a homeless child or youth or an unaccompanied youth with a copy of Connecticut General Statutes Section 10-186(b).
4. Not later than ten (10) days after receipt of an appeal to the Board by a parent(s) or guardian(s) of a homeless child or youth or an unaccompanied youth, the District shall hold a hearing before the Board concerning such appeal, and such hearing shall be conducted in accordance with Connecticut General Statutes Section 10-186(b).
5. If the Board finds in favor of the Superintendent or designee, a parent or guardian of a homeless child or youth or unaccompanied youth may appeal the Board's decision to the State Board of Education within twenty (20) days of receipt of the Board's written decision, in accordance with Connecticut General Statutes Section 10-186(b). If necessary, the District's Homeless Liaison shall assist a parent or guardian of a homeless child or youth or unaccompanied youth with filing the necessary appeal paperwork to the State Board of Education. The homeless child or youth or unaccompanied youth shall remain in his or her school of origin pending resolution of the dispute, including all available appeals.

V. Services:

- A. Homeless children and youth shall be provided with services comparable to those offered other students in the selected school including:
 1. Title I services or similar state or local programs, educational programs for students with disabilities, and preschool programs.
 2. Language assistance services for students who have limited English proficiency to enable students who are English learners/multilingual learners to meaningfully participate in the educational programs.
 3. Transportation services.
 4. Vocational and technical education.

5. Programs for gifted and talented students.
 6. School nutrition programs.
 7. Before and after school programs.
- B. The District shall coordinate with local social service agencies, other service providers, housing assistance providers and other school districts to ensure that homeless children and youth have access and reasonable proximity to available education and support services.

VI. Transportation:

- A. The District shall provide transportation comparable to that available to other students.
- B. Transportation shall be provided, at a parent or guardian or unaccompanied youth's request, to and from the school of origin for a homeless child or youth. Transportation shall be provided for the entire time the child or youth is homeless and until the end of any academic year in which they move into permanent housing. Transportation to the school of origin shall also be provided during pending disputes. The District's Homeless Liaison shall request transportation to and from the school of origin for an unaccompanied youth. Parents and unaccompanied youth shall be informed of this right to transportation before they select a school for attendance.
- C. To comply with these requirements:
1. Parents/guardians, schools, and the District's Homeless Liaison shall use the district transportation form to process transportation requests.
 2. If the homeless child or youth is living and attending school in this District, the District shall arrange transportation.
 3. If the homeless child or youth is living in this District but attending school in another, or attending school in this District and living in another, the District will follow the inter-district transportation agreement to determine the responsibility and costs for such transportation. If there is no inter-district transportation agreement, the District shall confer with the other school district's Homeless Liaison to determine an apportionment of the responsibility and costs.

4. If no mutually agreeable arrangement can be reached, then the District shall:
 - (a) arrange transportation immediately;
 - (b) bring the matter to the attention of the State Coordinator for the Education of Homeless Children and Youth; and
 - (c) ensure that such disputes do not interfere with the homeless child or youth attending school.

VII. Records:

An unaccompanied youth, as defined in section I.D, above, is entitled to knowledge of and access to all educational, medical, or similar records in the cumulative record of such unaccompanied youth maintained by this District.

VIII. Contact Information:

- A. Local Contact: for further information, contact:

Director of Student Services
Department of Student Services
12 Melrose Avenue
Branford, CT 06405
504-ADA@branfordschools.org

- B. State Contact: for further information or technical assistance, contact:

Louis Tallarita, State Coordinator
Connecticut Department of Education
450 Columbus Boulevard
Hartford, CT 06103
(860) 807-2058
Louis.Tallarita@ct.gov

Legal References:

State Law:

Connecticut General Statutes § 10-186 Duties of local and regional boards of education re school attendance. Hearings. Appeals to state board. Establishment of hearing board. Readmission. Transfers

Connecticut General Statutes § 10-253 School privileges for children in certain placements, non-resident children and children in temporary shelters, homeless children and children in juvenile residential centers. Liaison to facilitate transitions between school districts and juvenile and criminal justice systems.

Connecticut General Statutes § 10-76d Duties and powers of boards of education to provide special education programs and services. Medicaid enrollment, participation and billing requirements. Development of individualized education program. Planning and placement team meetings. Public agency placements; apportionment of costs. Relationship of insurance to special education costs. Prohibition on punishing members of planning and placement teams and birth-to-three service coordinators and qualified personnel for certain conduct.

Federal Law:

The McKinney-Vento Homeless Education Assistance Act, 42 U.S.C. §§ 11431 et seq., as amended by Every Student Succeeds Act, Pub. L. 114-95.

United States Department of Education, Office for Civil Rights, Protecting Access to Education for Unaccompanied Children (June 2023).

United States Department of Education, Office for Civil Rights, Protecting Access to Education for Migratory Children (June 2023).

ADOPTED: 10-19-2022

REVISED: 04-24-2024

8/29/2019 Technical Rev. 9/15/2020

**DISPUTE RESOLUTION PROCESS
UNDER CONNECTICUT GENERAL STATUTES SECTION 10-186**

(1) If any board of education denies such accommodations, the parent or guardian of any child who is denied schooling, or an emancipated minor, a pupil eighteen years of age or older or an unaccompanied youth who is denied schooling, or an agent or officer charged with the enforcement of the laws concerning attendance at school, may, in writing request a hearing by the board of education. The board of education may

- (A) conduct the hearing,
- (B) designate a subcommittee of the board composed of three board members to conduct the hearing, or
- (C) establish a local impartial hearing board of one or more persons not members of the board of education to conduct the hearing.

The board, subcommittee or local impartial hearing board shall give such person a hearing not later than ten days after receipt of the written request, make a stenographic record or tape recording of the hearing and make a finding not later than ten days after the hearing. Hearings shall be conducted in accordance with the provisions of sections 4-176e to 4-180a, inclusive, and section 4-181a. Any child, emancipated minor, pupil eighteen years of age or older or unaccompanied youth who is denied accommodations on the basis of residency may continue in attendance in the school district at the request of the parent or guardian of such child or emancipated minor, pupil eighteen years of age or older or unaccompanied youth, pending a hearing pursuant to this subdivision. The party claiming ineligibility for school accommodations shall have the burden of proving such ineligibility by a preponderance of the evidence, except in cases of denial of schooling based on residency, the party denied schooling shall have the burden of proving residency by a preponderance of the evidence, unless the party denied schooling is claiming that he or she is a homeless child or youth, as defined in 42 USC 11434a, as amended from time to time, in which case, the party claiming ineligibility based on residency shall have the burden of proving that the party denied schooling is not a homeless child or youth by a preponderance of the evidence in accordance with the provisions of 42 USC 11431, et seq., as amended from time to time.

(2) Any homeless child or youth who is denied accommodations by a board of education as the result of a determination by such board, or a subcommittee of the board or local impartial hearing board, that the child is not entitled to school accommodations in the district, shall continue in attendance or be immediately enrolled in the school selected by the child in the school district pursuant to 42 USC 11432(g)(3), as amended from time to time. The board of education for such school district shall (A) provide, in accordance with the provisions of 42 USC 11432(g)(3)(E)(ii), as amended from time to time, the homeless child or youth or the parent or guardian of such homeless child or youth with (i) a written explanation of the reasons for the denial of accommodations that is in a manner and form understandable to such homeless child or youth or parent or guardian, and (ii) information regarding the right to appeal the decision of the denial of accommodations pursuant to subdivision (3) of this subsection, and (B) refer, in accordance with the provisions of 42

USC 11432(g)(3)(E)(iii), as amended from time to time, the homeless child or youth or the parent or guardian of such homeless child or youth to the liaison, designated pursuant to 42 USC 11432(g)(1)(J)(ii), as amended from time to time, who is responsible for carrying out the duties described in 42 USC 11432(g)(6)(A), as amended from time to time.

(3) Any such parent, guardian, emancipated minor, pupil eighteen years of age or older, unaccompanied youth, or agent or officer, aggrieved by the finding shall, upon request, be provided with a transcript of the hearing within thirty days after such request and may take an appeal from the finding to the State Board of Education. A copy of each notice of appeal shall be filed simultaneously with the local or regional board of education and the State Board of Education. Any child, emancipated minor or pupil eighteen years of age or older or unaccompanied youth who is denied accommodations by a board of education as the result of a determination by such board, or a subcommittee of the board or local impartial hearing board, that the child is not a resident of the school district and therefore is not entitled to school accommodations in the district may continue in attendance in the school district at the request of the parent or guardian of such child or such minor or pupil, pending a determination of such appeal, except any homeless child or youth shall be entitled to continue in attendance in the school district during all available appeals pursuant to 42 USC 11432(g)(2)(E). If an appeal is not taken to the State Board of Education within twenty days of the mailing of the finding to the aggrieved party, the decision of the board, subcommittee or local impartial hearing board shall be final. The local or regional board of education shall, within ten days after receipt of notice of an appeal, forward the record of the hearing to the State Board of Education. The State Board of Education shall, on receipt of a written request for a hearing made in accordance with the provisions of this subsection, establish an impartial hearing board of one or more persons to hold a public hearing in the local or regional school district in which the cause of the complaint arises. Members of the hearing board may be employees of the state Department of Education or may be qualified persons from outside the department. No member of the board of education under review nor any employee of such board of education shall be a member of the hearing board. Members of the hearing board, other than those employed by the state of Connecticut, shall be paid reasonable fees and expenses as established by the State Board of Education within the limits of available appropriations. Such hearing board may examine witnesses and shall maintain a verbatim record of all formal sessions of the hearing. Either party to the hearing may request that the hearing board join all interested parties to the hearing, or the hearing board may join any interested party on its own motion. The hearing board shall have no authority to make a determination of the rights and responsibilities of a board of education if such board is not a party to the hearing. The hearing board may render a determination of actual residence of any child, emancipated minor, pupil eighteen years of age or older or unaccompanied youth where residency is at issue.

(4) The hearing board shall render its decision within forty-five days after receipt of the notice of appeal except that an extension may be granted by the Commissioner of Education upon an application by a party or the hearing board describing circumstances related to the hearing which require an extension.

(5) If, after the hearing, the hearing board finds that any child is illegally or unreasonably denied schooling, the hearing board shall order the board of education under whose jurisdiction it has been found such child should be attending school to make arrangements to enable the child to attend public school. Except in the case of a residency determination, the finding of the local or regional board of education, subcommittee of such board or a local impartial hearing board shall be upheld unless it is determined by the hearing board that the finding was arbitrary, capricious or unreasonable. If such school officers fail to take action upon such order in any case in which such child is currently denied schooling and no suitable provision is made for such child within fifteen days after receipt of the order and in all other cases, within thirty days after receipt of the order, there shall be a forfeiture of the money appropriated by the state for the support of schools amounting to fifty dollars for each child for each day such child is denied schooling. If the hearing board makes a determination that the child was not a resident of the school district and therefore not entitled to school accommodations from such district, the board of education may assess tuition against the parent or guardian of the child or the emancipated minor or pupil eighteen years of age or older based on the following: One one-hundred-eightieth of the town's net current local educational expenditure, as defined in section 10-261, per pupil multiplied by the number of days of school attendance of the child in the district while not entitled to school accommodations provided by that district. The local board of education may seek to recover the amount of the assessment through available civil remedies.

APPENDIX B

SAMPLE WRITTEN NOTIFICATION OF ENROLLMENT DECISION

[Month] __, 20__

VIA HAND DELIVERY AND U.S. MAIL

[Insert Name of Parent or Unaccompanied Youth]
[Insert Home Address]

Re: Notification of Enrollment Decision

Dear [Parent/Guardian or Unaccompanied Youth]:

After reviewing your request to enroll the student(s) listed above [name(s)], the enrollment request is denied. This determination is based upon the following factors:

[List factors]

Under the McKinney-Vento Homeless Education Assistance Act, you have the right to appeal this decision by completing the form attached to this notice or by contacting the school district's homeless education liaison:

Director of Student Services
Department of Student Services
12 Melrose Avenue
Branford, CT 06405
504-ADA@branfordschools.org
203-488-5000

In addition, the student listed above has the right to immediately enroll in the school of choice pending resolution of the dispute. You may provide written or verbal evidence to support your position. You may seek the assistance of advocates or attorneys at your own expense; however, you may qualify for free legal services. To inquire about free legal assistance, please call Statewide Legal Services at 1-800-453-3320. You may also contact the state coordinator for homeless education:

Louis Tallarita, State Coordinator
State Department of Education
450 Columbus Boulevard
Hartford, CT 06103
(860) 807-2058
Louis.Tallarita@ct.gov

A copy of the dispute resolution process under Connecticut General Statutes Section 10-186 is attached to this notice.

Please contact the District's Homeless Liaison listed above if you have any questions.

Sincerely,

[Name]
Superintendent of Schools

cc: **[Superintendent of Schools in which enrollment is sought, if appropriate]**

**SAMPLE NOTIFICATION OF DECISION
TO APPEAL EDUCATIONAL PLACEMENT**

This form is to be completed by the parent, guardian, caretaker, or unaccompanied youth when a dispute arises. If you need assistance in preparing this form, you may meet with the District’s Homeless Liaison, _____, who can be reached at _____.

Person completing form: _____

Relation to Student: _____

Contact Information: _____

I am requesting a Board of Education Hearing under Section 10-186 of the Connecticut General Statutes to appeal the enrollment decision made by [Name of District], [Name of School]. I have been provided with a written explanation of the District’s decision, contact information for the District’s homeless education liaison, and a copy of the Dispute Resolution Process under Connecticut General Statutes Section 10-186.

Name

Date

Optional. You may also include a written explanation to support your appeal in the space below or provide your explanation verbally to the District’s Homeless Liaison.

**SAMPLE NOTIFICATION OF HEARING
REGARDING ENROLLMENT DISPUTE**

[Month] __, 20__

VIA HAND DELIVERY AND U.S. MAIL

[Insert Name of Parent or Unaccompanied Youth]

[Insert Home Address]

Re: Educational Placement

Dear [Name of Parent or Unaccompanied Youth]:

You have requested a hearing before the Branford Board of Education (the “Board”) regarding the educational placement of [insert name(s) of student(s)] at [name of school]. The Board will conduct a hearing regarding your claim on [date] at [time]. The hearing will be held at the offices of the Board, which are located at 185 Damascus Road.

The hearing will be conducted in accordance with the provisions of Section 10-186 of the Connecticut General Statutes, a copy of which is enclosed. The hearing will be conducted in executive session, and the Board will make either a tape recording or a stenographic record of the hearing. You may be represented by counsel or by an advocate, at your expense, if you so desire; however, you may qualify for free legal services. To inquire about free legal assistance, please call Statewide Legal Services at 1-800-453-3320.

Please contact the District’s Homeless Liaison, [insert name], if you have any questions.

Sincerely,

[Name]

Superintendent of Schools

cc: **[Superintendent of Schools in which enrollment is sought, if appropriate]**

STUDENT RESIDENCY AFFIDAVIT
[PARENT/GUARDIAN FORM]

[Name of District]

Name of student: _____

Birthdate: _____

Name and Location of School Last Attended:

I, _____ declare and affirm as follows:

I am of legal age and believe in the obligations of an oath.

I am the parent/legal guardian/caregiver of _____ (name of student)

who is of school age and is seeking admission to [School District].

Since _____ (date), _____ (name of student) has not had a

permanent home. The student is currently staying at

_____ (may list multiple addresses, if

applicable). The student has been staying there since _____ (date).

This location is:

- ___ a shelter
- ___ a motel/hotel
- ___ a campsite
- ___ shared housing with other persons
- ___ other _____

If the location is shared housing with other persons, please specify the reason why the student is living in such housing:

Prior to staying at this location, the student was staying at

_____.

From _____ (date) to _____ (date).

I regularly receive my mail at: _____.

I am currently staying at the following address(es):

_____, _____,
_____. I plan to stay at this/these location(s) until: _____

(date). I can be reached at the following telephone number: _____.

I can be reached for emergencies at: _____.

I authorize school district officials to contact _____ (case worker/shelter staff/other) at _____ to obtain further information in order to verify the information contained in this affidavit and in order to coordinate necessary services for the student.

I declare under penalty of perjury under the laws of Connecticut that the information provided is true and correct and of my own personal knowledge.

AFFIANT,

Signature of Affiant

Print Name of Affiant

Subscribed and sworn to before me
this ___ day of ___, 20__.

NOTARY PUBLIC

STUDENT RESIDENCY AFFIDAVIT
[UNACCOMPANIED YOUTH FORM]

[Name of District]

Name of student: _____

Birthdate: _____

Name and Location of School Last Attended:

I, _____ declare and affirm as follows:

I, _____ am of school age and is seeking admission to [School District].

Since _____ (date), I, _____ have not had a permanent home. I am currently staying at _____ (may list multiple addresses, if applicable). I have been staying there since _____ (date).

This location is:

- _____ a shelter
- _____ a motel/hotel
- _____ a campsite
- _____ shared housing with other persons
- _____ other _____

If the location is shared housing with other persons, please specify the reason why the student is living in such housing:

_____.

Prior to staying at this location, I was staying at

_____.

From _____ (date) to _____ (date).

I regularly receive my mail at: _____.

I am currently staying at the following address(es):

_____, _____,

_____. I plan to stay at this/these location(s) until: _____

(date). I can be reached at the following telephone number: _____.

I can be reached for emergencies at: _____.

I authorize school district officials to contact _____ (case worker/shelter staff/other) at _____ to obtain further information in order to verify the information contained in this affidavit and in order to coordinate necessary services for me.

I declare under penalty of perjury under the laws of Connecticut that the information provided is true and correct and of my own personal knowledge.

AFFIANT,

Signature of Affiant

Print Name of Affiant

Subscribed and sworn to before me

this ___ day of ___, 20__.

NOTARY PUBLIC

APPENDIX G

**AFFIDAVIT FOR MISSING ENROLLMENT DOCUMENTATION
[PARENT FORM]**

[District]

I, _____, being duly sworn upon oath and based on my personal knowledge hereby state and affirm the following information regarding [name of student's] missing enrollment documentation for the following:

- | | |
|---------------------------|--------------------------|
| ___ Proof of residency | ___ Immunization Record |
| ___ Proof of guardianship | ___ School Health Record |
| ___ Proof of identity | ___ School Records |
| ___ Birth Certificate | |

I am of legal age and believe in the obligations of an oath.

I am unable to present a copy of the document(s) requested above for the following reasons:

The name and location of the last school the student attended is

_____.

I understand that I must obtain the necessary immunization and health records and provide a copy to the District. I understand that the Homeless Liaison is available to assist me in obtaining any such immunization or health records. The Homeless Liaison is _____ and can be reached at _____.

AFFIANT,

Signature of Affiant

Print Name of Affiant

Subscribed and sworn to before me
this ___ day of ___, 20__.

NOTARY PUBLIC

AFFIDAVIT FOR MISSING ENROLLMENT DOCUMENTATION
[UNACCOMPANIED YOUTH FORM]

[District]

I, _____, being duly sworn upon oath and based on my personal knowledge hereby state and affirm the following information regarding my missing enrollment documentation for the following:

- | | |
|---------------------------|--------------------------|
| ___ Proof of residency | ___ Immunization Record |
| ___ Proof of guardianship | ___ School Health Record |
| ___ Proof of identity | ___ School Records |
| ___ Birth Certificate | |

I am unable to present a copy of the document(s) requested above for the following reasons:

The name and location of the last school I attended is

_____.

I understand that I must obtain the necessary immunization and health records and provide a copy to the District. I understand that the Homeless Liaison is available to assist me in obtaining any such immunization or health records. The Homeless Liaison is _____ and can be reached at _____.

AFFIANT,

Signature of Affiant

Print Name of Affiant

Subscribed and sworn to before me
this ___ day of ___, 20__.

NOTARY PUBLIC



Students

5650P

SUICIDE PREVENTION AND INTERVENTION

The Branford Board of Education (the “Board”) recognizes that suicide is a complex issue and that schools are not mental health treatment centers. The Branford Public Schools (the “District”) cannot be expected to thoroughly evaluate and eliminate suicidal risk. Nevertheless, school personnel may become aware of specific factual circumstances in which a student has communicated a suicidal intent or other specific circumstances in which a student is perceived by school staff to be at risk for suicide. In such cases, the Board is committed to respond in a supportive manner, both aggressively and immediately, to a student who has attempted, has threatened, or who communicates that they are considering attempting suicide.

Any Board employee who has knowledge that a student has made a suicidal threat, or attempt or exhibited suicidal ideation must immediately report this information to the building principal or designee, who will, in turn, notify the appropriate Pupil Personnel Services staff. PPS Staff, with administrative assistance, if necessary, will contact the student's family and appropriate resources within and outside the school system as permitted by law. The Board further directs the school staff to refer students who come to their attention as being at risk of attempting suicide for professional assessment and treatment services outside of the school. Information concerning a student's suicide attempt, threat or risk will be shared with others only as permitted by state and federal law.

In recognition of the need for youth suicide prevention procedures, the Board directs the Superintendent or designee to adopt and maintain administrative regulations addressing youth suicide prevention.

Training will be provided for teachers, other school staff, and students regarding the prevention of and response to youth suicide.

Legal Reference:

Connecticut General Statutes § 10-220a

Connecticut General Statutes § 10-221 (f)

Public Act 23-167, “An Act Concerning Transparency in Education.”

ADOPTED: 10-19-2022

REVISED:03-20-2024

10/4/2023

ADMINISTRATIVE REGULATIONS REGARDING SUICIDE PREVENTION AND INTERVENTION

The Branford Board of Education (the "Board") recognizes that suicide is a complex issue and that schools are not mental health treatment centers. The Branford Public Schools (the "District") cannot be expected to thoroughly evaluate and eliminate suicidal risk. Nevertheless, school personnel may become aware of specific factual circumstances in which a student has communicated a suicidal intent or other specific circumstances in which a student is at risk for suicide, and in such cases, the Board and the District are committed to respond in a supportive manner, both aggressively and immediately, to a student who has attempted, has threatened, or who communicates that they are considering attempting suicide. The following procedures shall be implemented toward this end.

Management of Suicidal Risk

- I. Any staff member who becomes aware of a student who may be at risk of suicide must immediately notify the building principal or designee. This must be done even if the student has confided in the staff person and asked that the communication be kept confidential. The principal or designee will then notify the appropriate Student Services staff and related school team established to address student mental health needs.
- II. The Student Services staff member, or when appropriate other mental health professional comparably trained in assessment of suicidal ideation, shall interview the student, consider available background information and determine whether the student is "at-risk" or in "imminent danger."
- III. If the student is assessed to be "at-risk":
 - A. The building principal or designee, in consultation with the appropriate Student Services staff member(s) or other mental health professional, shall notify the student's parent/guardian and request a meeting with them as soon as possible, preferably that same day.
 - B. When the parent/guardian arrives at school, the building principal or designee, and appropriate Student Services staff member or other mental health professional, shall meet with the parent/guardian to discuss:
 1. the seriousness of the situation;
 2. the need for an immediate suicide risk evaluation at a medical or mental health facility, or other appropriate evaluation(s);

3. the need for continued monitoring of the student at home if the student is released following the evaluation;
 4. referral to appropriate professional services outside the school system; and
 5. a request for the parent/guardian to sign a release of information form permitting communication between the school and the facility to which the student will be taken, the student's therapist (if any) and other appropriate individuals.
- C. The building principal or designee shall document in writing the course of events, including what transpired at the meeting, and the outcome.
- D. The building principal or designee may notify other staff, as necessary to promote the safety of the student and others.
- E. The building principal or designee may refer the student to the school's Child Study Team, Mental Health Team, **Crisis Intervention Team**, Student Assistance Team, Planning and Placement Team or other staff as appropriate for further consultation and planning.
- F. The building principal or designee shall monitor the student's progress and shall consult as necessary with family, school staff, and outside professionals, if permitted by state and federal law.
- IV. If the student is assessed to be "in imminent danger":
- A. The building principal or designee shall ensure that the student is not left alone.
- B. The building principal or designee shall notify the parent/guardian and request that the student be picked up at school and taken to a medical or mental health professional for thorough suicidal risk evaluation.
- C. When the parent/guardian arrives at school, the building principal or designee, and appropriate Student Services staff member or other mental health professional, shall meet with the parent/guardian to discuss:
1. the seriousness of the situation;
 2. the need for an immediate suicide risk evaluation at a medical or mental health facility, or other appropriate evaluation(s);
 3. the need for continued monitoring of the student at home if the student is released following the evaluation;

4. referral to appropriate professional services outside the school system; and
5. a request for the parent/guardian to sign a release of information form permitting communication between the school and the facility to which the student will be taken, the student's therapist and other appropriate individuals.

In addition, the building principal or designee:

- a. shall document in writing the course of events, including what transpired at the meeting, and the outcome.
- b. shall inform the principal of the course of events and the outcome.
- c. may notify other staff, as necessary to protect the student and others.
- g. shall refer the student to the school's Child Study Team, Mental Health Team, Crisis Intervention Team, Student Assistance Team, Planning and Placement Team or other staff as appropriate for further consultation and planning.

- D. In instances where the parent/guardian is unable to come to school after being notified that their child has been identified as “in imminent danger” and the student must be picked up from school and taken for a thorough suicidal risk evaluation, the building principal or designee shall notify the parent/guardian of the District’s intent to and arrange transport of the student to an appropriate evaluation/treatment site by means of emergency vehicle (e.g., ambulance or police cruiser). The building principal or designee shall arrange for an emergency vehicle to transport the student to the hospital or an appropriate mental health facility; shall inform hospital/facility staff of known information pertaining to the situation; and shall plan follow-up in relation to hospital staff or mental health facility staff decisions as to how to proceed.

In addition, the the building principal or designee:

1. shall provide, over the telephone, information to the parent/guardian as to available resources outside and within the school system, and shall plan follow-up contacts;
2. may notify police if the student poses a threat to the safety of self or others, or as dictated by other circumstance;.
3. shall document in writing the course of events and the outcome;

4. shall inform the principal of the course of events and the outcome;
 5. may notify other staff, as necessary to promote the safety of the student and others; and
 6. shall refer the student to the school's Child Study Team, Mental Health Team, Crisis Intervention Team, Student Assistance Team, Planning and Placement Team or other staff as appropriate for further consultation and planning.
- E. If the parent/guardian does not agree with the school's determination that the student is in imminent danger or for any other reason refuses to take action, the principal or designee shall meet with the building principal to develop an immediate plan focused on the safety of the student. The principal or designee shall document in writing the course of events and the outcome.
- F. When a student assessed to have been "in imminent danger" returns to the school, the building principal or designee or the appropriate school-based team (if such referral has been made) shall coordinate consultation with outside professionals, supportive services in school, and changes in the instructional program, when necessary and as permitted by state and federal law.
- V. When addressing students who may be "at risk" or "in imminent danger" of suicide, the Designated Staff Member shall consider, in light of the particular circumstances, whether a report to the Department of Children and Families is necessary and/or appropriate in accordance with statutory mandated reporting obligations, Board policy, and/or applicable law.

Suicide Education/Prevention - Students and Staff

I. As part of the District's Health Education Curriculum and Developmental Guidance Curriculum, students will be educated regarding suicide risk factors and danger signals, and how they might appropriately respond if confronted with suicidal behavior, verbalizations, or thoughts.

II. Annually, in-service training for school staff will be held in each school building to discuss suicide risk factors, danger signals, and the procedures outlined in these regulations.

Legal Reference:

Connecticut General Statutes § 10-220a

Connecticut General Statutes § 10-221(f)

ADOPTED:
REVISED: _____

9/29/2024

FIRST READING MARCH 2025

Legal Notice

**Branford Public Schools
Facilities Department**

**Request for Bids
Translucent Skylight Panel Replacement**

The Branford Board of Education is soliciting bids for the replacement of translucent skylight panels at Branford High School. Specifications may be obtained from the Central Office, Branford Board of Education, 185 Damascus Road, Branford, CT or on the BOE's website at:

www.branfordschools.org/departments/business-finance/solicitations-rfps

Sealed bids supplying the required specifications will be received at 185 Damascus Road, Central Office, Branford, CT until 11:00 a.m. on March 28, 2025, at which time they will be opened. No bids will be accepted after that date and time.

Branford Public Schools reserves the right to select or reject any and/or all bids containing alternate proposals, to waive any informality in proposals and to reject any and/or all bids or accept such bid as shall, in their judgment, be in the best interest of the Town of Branford and Branford Board of Education.

Bidders shall be required to pay not less than the prevailing wage rates on the Project if the Bid amount exceeds \$100,000 as established by the State of Connecticut. Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the State and Federal Government. The Contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. Contract award is contingent upon approval of the funding request by the Representative Town Meeting scheduled for April 2025.

CHRISTOPHER J. TRANBERG, PH.D.
Superintendent of Schools

ALLISON K. MORAN
Assistant Superintendent of Schools

BLAIZE LEVITAN
Chief Operating Officer



BRANFORD PUBLIC SCHOOLS

185 Damascus Road, Branford, CT 06405-3717
203.488.7276 • Fax 203.315.3505

March 14, 2025

Dear Interested Vendors:

You are invited to submit a Bid for the replacement of translucent skylight panels at Branford High School. The enclosed Bid specifications detail our requirements.

Bidders are urged to read all documents carefully and fill out all information requested. Bids which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection for failure to comply strictly with these conditions.

Bids must be submitted on the schedule form attached hereto. All unit prices must be filled in. Each Bid must be submitted with four (4) copies of the Bid. Bidders must submit Bids in a clear, concise and legible manner so as to permit proper evaluation of responsive Bids. Faxed or emailed bids will not be accepted.

The original Bid and copies must be in a sealed envelope plainly marked:

TRANSLUCENT SKYLIGHT PANEL REPLACEMENT BID
OPENING DATE: 03/28/2025
OPENING TIME: 11:00 A.M.
RFB NUMBER: 1006-25

Sealed bids for supplying the above will be received at 185 Damascus Road, Central Office, Branford, CT until 11:00 a.m. on March 28, 2025 at which time they will be opened. All bidders and other interested people are invited to be present at the opening of these bids. The bid opening will be located in the Central Office Conference Room.

Thank you for your interest,

Blaize Levitan
Chief Operating Officer
Branford Public School

Request for Bids (RFB) for Translucent Skylight Panel Replacement

I. Introduction

Branford Public Schools wishes to solicit a vendor to replace translucent skylight panels at Branford High School. In September 2024, the District performed an architectural and structural survey of the translucent walls and skylights on the high school building. The resulting recommendation was to replace three of the walls and skylights. The report is attachment #1 to this RFB for reference.

II. Background

The Town of Branford is located in the south-central region of Connecticut along the beautiful north shore of the Long Island Sound. Comprised of 28 square miles, with a population of 28,225, Branford is one of Connecticut's most desirable shoreline communities. Featuring an array of colonial and contemporary architecture coupled with cobblestoned sidewalks and historic lights posts, Branford offers a picturesque town center and business district. The town is surrounded by natural ponds, salt marshes, a river and many hiking and biking trails. The town has a state-of-the-art library, a community center, recreational facilities, public town beaches, many public parks and more.

Nestled in neighborhoods across the community, Branford Public Schools offer a comprehensive educational experience for nearly 2,600 students from pre-kindergarten through grade 12 across six campuses.

The services requested in this RFB pertain to Branford High School, located at 185 East Main Street. The existing skylight structure has reached the end of its useful life and currently leaks during weather events. The BHS roof and skylight system ultimately need a full replacement. Antinozzi and Associates was engaged in September 2024 to evaluate the skylight system, which recommended a full replacement. This summer, this project will only replace the skylights. As part of a separate project, the walls will be replaced.

III. Scope of Work

Based on the conclusions and recommendations of the architectural and structural report, the high school building requires the furnishing and installation of approximately 6,213 square feet of New Kalwall translucent panels for three (3) skylight openings. The successful bidder will be responsible for obtaining all necessary governmental approvals and permits.

Expected Materials:

- 2-3/4" Kalwall Translucent Insulated Structural Sandwich panels
- Miscellaneous aluminum system – various battens, flashings and covers
- Existing aluminum box beams and related interior metal components expected to remain.

Technical Details:

- Live Load: In accordance with the original shop drawings*
- Wind Load: In accordance with the original shop drawings*
- Drift Load: In accordance with the original shop drawings*
- Roof Pitch: 27.23° (6 3/16" in 12")
- Exterior Face: 0.070 ice blue Super-weathering
- Interior Face: 0.045 white Type 25
- Metal Finish: A new standard colored, factory applied, corrosion resistant finish to be selected
- Grid: 12" x 24" shoji
- Insulation: 0.23 panel U-factor (NFRC Certified System U-factor = 0.23)

** The original shop drawings were prepared by SUI in 1996, included as attachment #2 to this RFB.*

Any alternates to specified materials or workmanship must be separately listed and described in detail. Alternates will be considered in awarding the contract only if they provide, as a minimum requirement, all features contained in the specifications. The Board of Education reserves the sole right to determine through its agents the equality of alternate products and/or installation procedures

IV. Bid Requirements

Bids must clearly convey the following information:

1. Company Profile:

- Overview of the firm, including relevant experience and qualifications, that demonstrates necessary experience to execute the requirements of this bid.
- Equipment and staffing to successfully complete this scope of work should be clearly highlighted.

2. Fee Schedule:

- Must complete the attached COST REPLY SHEET

3. Experience and References:

- At least three references from customers for whom you have performed similar services in the past.

4. Completed, signed, and initialed bid specifications and addendums

Performance Bond is required – successful bidders must furnish a Performance and Payment Bond in the amount of 100% of the contract sum.

Bidders must have at least 5 years' experience providing related services and be in good standing with the Board of Education/Town of Branford.

The Branford Public Schools reserves the right to investigate all references and qualifications statements made by the Bidder. Upon investigation and evaluation, the Branford Public Schools may choose to reject any bid where the Bidder's stated qualifications are such that the Bidder may not be able to perform the service in a safe and an efficient manner. The Bidder is invited to provide any additional information or data that further demonstrates its experience or qualifications, and/or ensures that high quality services will be provided to the District.

V. Consideration of Bids

The Branford Public Schools reserve the right to select or reject alternate proposals; to waive informality in proposals; and to reject any and all bids, or accept such bid as shall in its judgement be to the best interest of the Branford Board of Education/Town of Branford.

VI. Submission Instructions

Bids must be submitted by 11:00am on March 28, 2025 to:

Blaize Levitan
Chief Operating Officer
Branford Public Schools
185 Damascus Road, Branford, CT 06405

Sealed bids are due and must be received by the time and date below. No bids will be accepted after the date and time specified. Whether the bid is sent by mail or commercial express services, the bidder shall be responsible for actual delivery of the bid to the Branford Public Schools before the deadline time. Bids received after the deadline will not be considered.

All bidders and other interested parties are invited to be present at the bid opening which will take place at the Walsh Intermediate School, Branford Board of Education Building. All envelopes/submissions should be clearly marked:

TRANSLUCENT SKYLIGHT PANEL REPLACEMENT BID
OPENING DATE: 03/28/2025
OPENING TIME: 11:00 A.M.
RFB NUMBER: 1006-25

Please submit 4 copies of the bid.

Submission Terms:

Bidders are urged to read all documents carefully and fill out all information requested. Bids, which are incomplete, obscure or conditional, and which contain irregularities of any kind, will be subject to rejection.

Branford Public Schools reserves the right to reject any or all bids or to accept any bid, which appears to be in the best interest of the Board. Any bid may be withdrawn prior to the opening time and date. Any bid received after the time and date as specified will not be accepted.

If Branford Public Schools deems it necessary, Branford Public Schools may postpone the date for the opening of the bids by notifying each bidder by telephone, email, or the issuing of an addendum.

Branford Public Schools shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish Branford Public Schools with information and data for this purpose as Branford Public Schools may request. The Board reserves the right to reject any bid where, on investigation, the evidence or information submitted by such bidders does not satisfy Branford Public Schools and the bidder is not deemed qualified to carry out properly the terms of the contract.

VII. Estimated Timeline

- RFB Issued: March 14, 2025
- Bid Submission Deadline: March 28, 2025
- Evaluation Period: March 29-April 4, 2025
- Contract Award: April 10, 2025
- Project Start: July 1, 2025
- Project Completion: August 15, 2025

VIII. Questions and Clarification

All questions regarding this RFB must be submitted in writing to Maria Cacace, Assistant to the COO via email at mcacace@branfordschools.org by Wednesday, March 19th. Questions must include "RFB 1006-25 SKYLIGHT PANEL REPLACEMENT" in the subject line. All Answers will be posted as an addendum to our website, <https://www.branfordschools.org/> no later than noon on Monday, March 24th. Failure to comply with these conditions will result in the bidder waiving his/her right to dispute the bid specifications and conditions. It is the bidder's responsibility to check our website for all addenda up to the day before the opening date.

IX. Terms and Conditions

Branford Public Schools reserves the right to:

1. Accept or reject any and all bids.
2. Request additional information or clarification from bidders.
3. Modify the RFB schedule.
4. Cancel or amend the RFB at any time.

By submitting a proposal, the vendor agrees to the terms and conditions outlined in this RFB.

Additional terms & conditions:

- No amount shall be added for the Connecticut Sales Tax or any Federal Tax. The Branford Public School system is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Taxes must not be included in the proposal price.
- The Bidder is required to do Employee Background Checks as imposed by Connecticut state law.
- Bids must include the attached non-collusion affidavit.
- The Board will make determination of the acceptability of work. Work shall be completed in a responsive and professional manner and in accordance with the specifications of this RFB.
- Successful bidders shall be responsible for protection of their equipment and materials against theft, damage or deterioration on the site.
- Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bidders will be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in the future offers for the same work. Each bidder, by submitting a bid, certifies that it is not a part to any collusive action.
- The proposal will remain in effect for a period of ninety (90) calendar days from the deadline for submission of the proposal or until it is formally withdrawn, a contract is executed or this RFB is canceled, whichever occurs first.
- The Respondent shall acknowledge and agree that, should it be awarded the contract, it shall be solely responsible for strict compliance with all federal, state and local statutes, laws, codes, rules, regulations and ordinances, and for the procurement and maintenance of all necessary licenses and permits relating to the performance of services.
- Provisions of this RFB and the contents of the successful response will be used to establish final contractual obligations. The Board retains the option of canceling the award if the successful Respondent fails to accept such obligations. The Board and the successful Respondent shall enter into a written contract for the work to be performed. It is expressly understood that this RFB and the Respondent's proposal shall be attached and included by reference in the contract signed by the Board and the successful vendor.

PERFORMANCE BOND REQUIRED:

Successful bidders are required to furnish a Performance and Payment Bond in the Amount of 100% of the contract sum.

MODIFICATION OR WITHDRAWAL OF PROPOSAL AFTER DEADLINE:

If bid security is required and a Respondent does not honor their proposal for the specified time, the bid check shall become the property of the Town; or, if a Bid Bond was furnished, the Bid Bond shall become payable to the Town. After the proposal deadline has passed, the submitted proposals become the property of the Town and are valid offers to be honored by the Respondent for ninety (90) days or longer, as specified in the Request for Bid. Respondents who do not honor their proposals for the ninety (90) day (or as specified) period, shall be declared irresponsible Respondents.

CONTRACT LENGTH:

This Request for Bids is for awarding a contract for a project starting on July 1, 2025 and must be completed by August 15, 2025. Once this Bid is awarded, the Bidder must make arrangements to meet with Branford Public Schools if required. It will include the option, if agreed by both parties, to extend the contract. Should the selected Bidder not perform to the satisfaction of Branford Public Schools, the District may cancel the contract with 30 days' notice.

The bidder may be asked to extend the period of this agreement for the school if agreeable to both parties. The bidder shall be notified in writing by BPS if Branford Public Schools intends to extend the contract period.

AWARD OF CONTRACT:

The contract will be awarded by Branford Public Schools to the qualified firm or person at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services. This RFB and the successful bid response will be incorporated into the terms of the final contract. The District will email a notice of award to a successful Bidder, and this method of communication will be considered sufficient notice of an award of the contract.

INSURANCE REQUIREMENTS

Bidder shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name the Branford Board of Education as an Additional Insured on a primary and non-contributory basis to the Respondent's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the bidders Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of "A"VIII-. In addition, all Carriers are subject to approval by the Branford Board of Education and Town of Branford.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Excess/Umbrella Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Cyber Liability ⁽¹⁾	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation and Employers' Liability ⁽²⁾	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting periods for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the Board of Education prior to purchase order/contract issuance. Bidder/Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any policy be cancelled for nonpayment of premium, 10 days written notice must be provided to the Board of Education. Should any of the policies be cancelled for other reasons, limits reduced or, coverage altered, 30 days written notice must be given to the Board of Education.

Notes

(1) Cyber Liability is required if Contractor is on Town's network or houses School/Town information on their network.

(2) Workers Compensation is required if employees come onto School/Town property.

Hold Harmless Requirements

The contractor shall, at all times, indemnify and save harmless the Branford Board of Education/Town of Branford, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any subcontractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract. The Branford Board of Education shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Board of Education arising out of said contract.

REQUEST FOR BIDS #1006-25

REQUIRED FORMS & DOCUMENTS

1. Statement of Non-Collusion
2. Non-debarment Acknowledgements
3. Conflict of Interest Certification
4. Bidder Information Sheet
5. Insurance Acceptance Sheet
6. Reference Form
7. Cost Reply Sheet

REQUEST FOR BIDS #1006-25
STATEMENT OF NON-COLLUSION
Mandatory Reply Sheet

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided, however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reason therefore, where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Any bid hereafter made to any political subdivision of the state of any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, ruled, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

By signing below, the undersigned acknowledges reviewing and understanding the Non-Collusion statements contained herein and confirms compliance with the contents:

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

BIDDER'S COMPANY NAME: _____

REQUEST FOR BIDS #1006-25
NON-DEBARMENT ACKNOWLEDGEMENT
Mandatory Reply Sheet

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Connecticut or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Connecticut or any of its subordinate government units and/or federal government, within the past five (5) years. If so, please provide an attachment describing the pending litigation or debarment.

_____ I acknowledge none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Branford Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

As the duly authorized representative of the Offeror, I hereby certify that the above information is correct and that I will advise Branford Public Schools should there be a change in status.

By (Signature)

Name and Title

Witness Name and Title

REQUEST FOR BIDS #1006-25
CERTIFICATE REGARDING CONFLICT OF INTEREST
Mandatory Reply Sheet

The Proposer is required to certify that performance of the work will not create any conflicts of interest or is required to disclose any actual or potential conflicts of interest by completing and signing one of the following statements, as it pertains to Branford Town Code, which states, " No individual holding a public office in the Town or who is employed by said Town shall be permitted to furnish trucks, equipment or supplies to the Town unless such trucks, equipment or supplies cannot be secured elsewhere in said Town."

The Proposer hereby certifies that to the best of its knowledge and belief, and in accordance with Branford Town Code and as described in the Scope of Work/Requirements section of this RFB will not create any conflicts of interest for the Proposer, any affiliates, any proposed subconsultants, and key personnel of any of these organizations.

AUTHORIZED SIGNATURE _____

NAME AND TITLE _____

DATE _____

PROPOSER/COMPANY NAME _____

OR

The Proposer hereby discloses the following circumstances that could give rise to a conflict of interest for the Proposer, any affiliates, any proposed subconsultants, and key personnel of any of these organizations. (Attach additional sheets as needed.)

Name of the Individual/Company/Town/Entity to which potential conflict of interest might apply:

Nature of potential conflict of interest:

Proposed Remedy:

AUTHORIZED SIGNATURE _____

NAME AND TITLE _____

DATE _____

PROPOSER/COMPANY NAME _____

REQUEST FOR BIDS #1006-25
BIDDER INFORMATION SHEET

Mandatory Reply Sheet

BIDDER INFORMATION:

BIDDER'S COMPANY NAME _____

ADDRESS _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS _____

WEBSITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

STATE OF CT TAXPAYER ID # _____

FEDERAL TAXPAYER ID # _____

INCORPORATED IN THE STATE OF _____ **Corporate Seal** **Yes** **No**

AWARD/CONTRACT SIGNATURE

The Bidder shall indicate below, the full name, title, and the complete mailing address of the authorized person (i.e., **officer of the company**) who will sign the contract (if applicable) for this procurement:

REQUEST FOR BIDS #1006-25
INSURANCE REQUIREMENTS ACCEPTANCE
Mandatory Reply Sheet

PLEASE NOTE:

THIS PAGE MUST BE RETURNED WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/proposals with deficient insurance requirements will be rejected. The firm who is awarded the Bid/Proposal must return the compliant certificate of insurance form within two (2) weeks from the date on the award letter.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.

Authorized Signature

Date

Name & Title

REQUEST FOR BIDS #1006-25
MINIMUM REFERENCES
Mandatory Reply Sheet

REFERENCES

Please list three (3) school districts, ideally in Connecticut or New York, where you or your company has performed these services. If you do not have a school district, please provide most closely related references.

1. _____
NAME AND ADDRESS

CONTACT PERSON AND TELEPHONE NUMBER/EMAIL

2. _____
NAME AND ADDRESS

CONTACT PERSON AND TELEPHONE NUMBER/EMAIL

3. _____
NAME AND ADDRESS

CONTACT PERSON AND TELEPHONE NUMBER/EMAIL

OR INDICATE WHICH PAGE OF YOUR PROPSAL INCLUDED REFERENCES BELOW
PAGE: _____

REQUEST FOR BIDS #1006-25
COST FOR SERVICES
Mandatory Reply Sheet

The undersigned Contractor hereby submits the following bid in response to this RFB to replace the translucent skylight panels. Fee proposals should include all equipment and materials..

All-In Cost Proposal: \$ _____

You must provide detailed information for any work that will be subcontracted, including the name of the subcontractor, a description of the work to be performed, and the associated costs.

The contract shall include all labor and materials, tools, equipment, and services required for proper performance of the work as specified in this RFB and as may be required for proper completion of the work in accordance with the highest standards of the trades involved. Bidders are responsible for any assumptions made regarding the site for the work to be performed.

REQUEST FOR BIDS #1006-25

ATTATCHMENTS

1. Architectural and Structural Evaluation Report (2024)
2. Branford High School Addition and Renovations & Code Compliance (1996)

BRANFORD PUBLIC SCHOOLS BRANFORD HIGH SCHOOL

*185 East Main Street
Branford, CT 06405*

TRANSLUCENT WALL PANELS & SKYLIGHTS ARCHITECTURAL AND STRUCTURAL EVALUATION REPORT December 6, 2024



2.0 Use and Reliance Restrictions

Branford High School Translucent Wall Panels & Skylights Architectural and Structural Report

Antinozzi Associates PC produced the content of this document under agreements between Antinozzi Associates PC and the Town of Branford. All terms and conditions of that agreement are included within this document by reference. Other than to the Town of Branford, Antinozzi Associates PC disclaims any obligations to any other person with respect to any material presented in this document, and no person may rely upon this document without advance and express written consent from Antinozzi Associates PC and such person's written agreement is to be bound by the limitations, qualifications, terms, conditions, and indemnities to Antinozzi Associates PC set forth in that agreement.

Antinozzi Associates PC specifically states that its review of the property in question is subject to monetary and time restraints, as well as scope limitations. Given those restraints and limitations, they have made what is in their opinion a reasonable investigation. The materials presented in this document shall be considered "to the best of Antinozzi Associates PC collective knowledge". This phrase means to the facility assessment team's actual knowledge of the subject matter after such inquiry as Antinozzi Associates PC considered reasonable in light of the restraints and limitations upon the contracted scope of work.

The extent of the physical observation for the production of this report has been limited to "walk-around" visual inspections of the building. Assumptions regarding the overall condition of the property have been developed based upon observation of representative areas of the building. As such, the development of schematic methods and associated costs for the correction of identified deficiencies is based upon the overview observation and is also limited with respect to completeness.

3.0 Executive Summary

3.0 Executive Summary

Branford High School Translucent Wall Panels & Skylights Architectural and Structural Report

Introduction

In September of 2024, Antinozzi Associates was requested to conduct an Architectural and Structural evaluation of the translucent wall panels and skylights for the Branford High School in the Town of Branford. This assessment is intended to provide the Town of Branford an overview of the deficiencies and for developing a potential renovation plan for the wall panels and skylights.

Study Scope

The assessment of the skylights and wall panels included a field survey to investigate and evaluate the current conditions, as well as to identify and prioritize elements requiring repairs, restoration, and/or replacement.

The survey included the following elements:

- Translucent Wall Panels & Skylights

The above noted procedure has limitations, as some elements of the facility are concealed from view and cannot be inspected without selective demolition. Unless specifically noted within this report, no engineering calculations, disassembly of building components, or material testing was completed by the Study Team for this assessment. This report describes the condition of the building and site components at the time of the observations in October of 2024. The report of an item functioning at the time of the observation should not be taken as a guarantee. This report provides no guarantee or warranty, either expressed or implied.

In the cost estimate component of the report, certain assumptions were made that must be considered when interpreting the cost figures associated with each line item. The cost listed is specific to the identified scope.

Regular maintenance cost is not included in this line-item report. The report assumes the Town will allocate maintenance cost, following the implementation of certain line-item scopes of work.

3.0 Executive Summary

Branford High School Translucent Wall Panels & Skylights Architectural and Structural Report

Study Team

The list of individuals below are collectively responsible for the work that resulted in the development of this facility assessment report.

Architect

Antinozzi Associates, P.C.

271 Fairfield Avenue
Bridgeport, CT 06604
P: 203-377-1300

*Paul Lisi, AIA – Principal / Project Manager
Stephen Hennebry, RA, NCARB – Project
Architect*

Structural Engineer

Michael Horton Associates, Inc.

780 East Main Street
Branford, CT 06405
P: 203-481-8600

*Paul Sheehan, P.E. – Principal / Vice President
James Thompson, P.E.*

4.0

Existing Translucent Wall Panel & Skylight Survey

4.1 Existing Translucent Wall Panel & Skylight Survey

Branford High School Translucent Wall Panels & Skylights Architectural and Structural Report

Building Translucent Wall panels & Skylights



Roof Diagram Plan

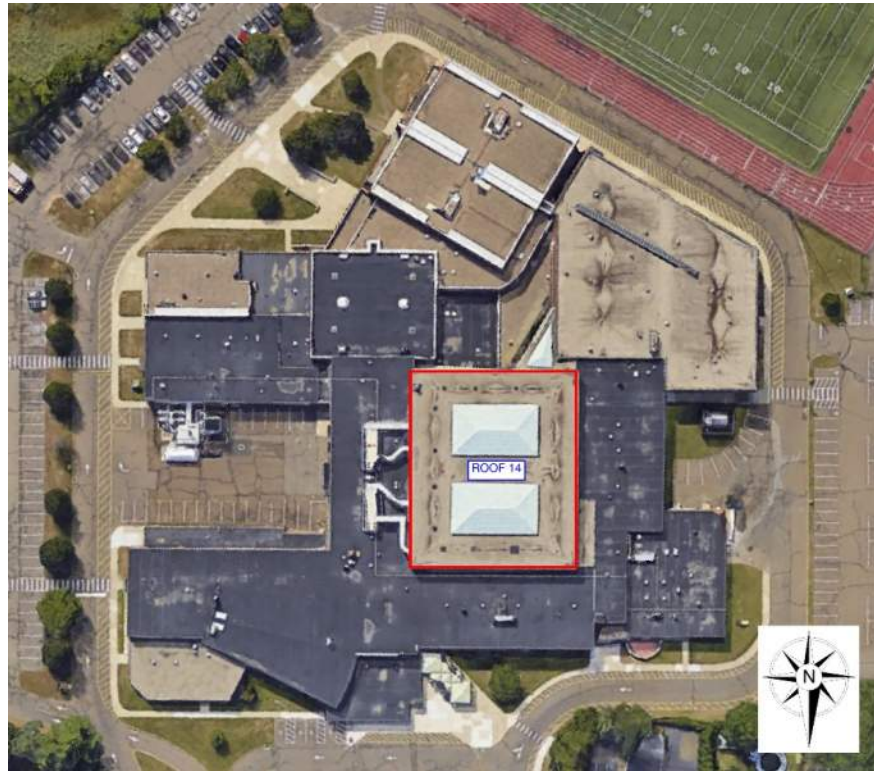
At the request of the Branford Public Schools, representatives from Antinozzi Associates and Michael Horton Associates, Inc. visited Branford High School, located at 185 East Main Street, to perform both a structural and architectural assessment of the existing (2) large skylights and translucent wall panel systems located in the areas identified as Roof #14, and the (1) smaller skylight located in Roof Area #2, as shown in the Antinozzi Associates Roof Report dated September 17, 2024. The Roof Diagram Plan is included above for reference.

The roof structure, skylights, and translucent wall panels were reviewed from above on the exterior and from below on the interior at multiple locations.

4.1 Existing Translucent Wall Panel & Skylight Survey

Branford High School Translucent Wall Panels & Skylights Architectural and Structural Report

Roof I4 Skylights



Roof I4 Plan

- The structure consisted of galvanized metal deck supported by open-web steel joists and wide-flange beams.
- Galvanized roof decking was observed in sound condition throughout. Peeling paint was observed at the underside of the cafeteria roof deck, though no structural concerns were observed.
- Open-web joists were observed to be in sound condition. No structural concerns were present.
- The (2) rectangular aluminum skylight structures at Roof 14, spanning 64'x36' both appeared to be in sound condition structurally, however, the translucent panels have faded, delaminated, and gaps were observed in multiple areas causing leaks during wind driven rain storms.

4.1 Existing Translucent Wall Panel & Skylight Survey

Branford High School Translucent Wall Panels & Skylights
Architectural and Structural Report



Large skylight at Roof 14



Close up of large skylight. Note the fading, delaminating, and gaps.

4.1 Existing Translucent Wall Panel & Skylight Survey

Branford High School Translucent Wall Panels & Skylights Architectural and Structural Report



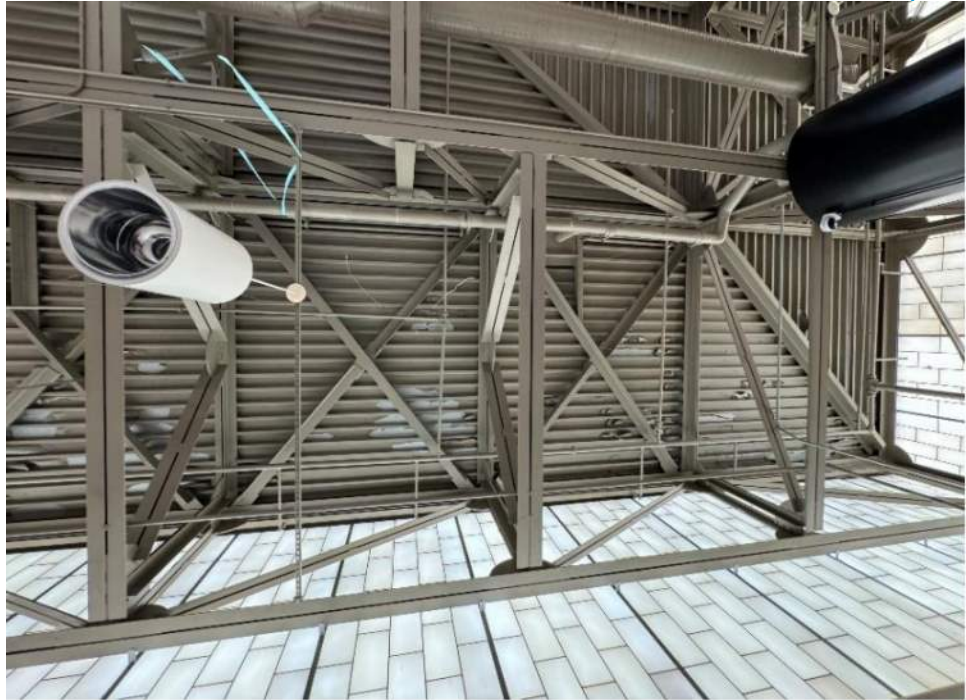
Interior view of skylight. Roof supporting structure.



Interior view of roof deck and structure.

4.1 Existing Translucent Wall Panel & Skylight Survey

Branford High School Translucent Wall Panels & Skylights Architectural and Structural Report



Interior view of roof deck and structure, and perimeter translucent panels. Peeling paint is visible.



Interior view closeup of peeling paint at roof deck

4.1 Existing Translucent Wall Panel & Skylight Survey

Branford High School Translucent Wall Panels & Skylights Architectural and Structural Report

Roof I4 Translucent Wall Panels

A translucent wall panel system lines the perimeter of Roof I4. Similar to the skylights, the wall system shows no obvious structural concerns, however the panels are faded, delaminated, and gaps were observed in multiple areas causing leaks during wind driven rain storms.



Translucent wall panel at Roof I4 perimeter

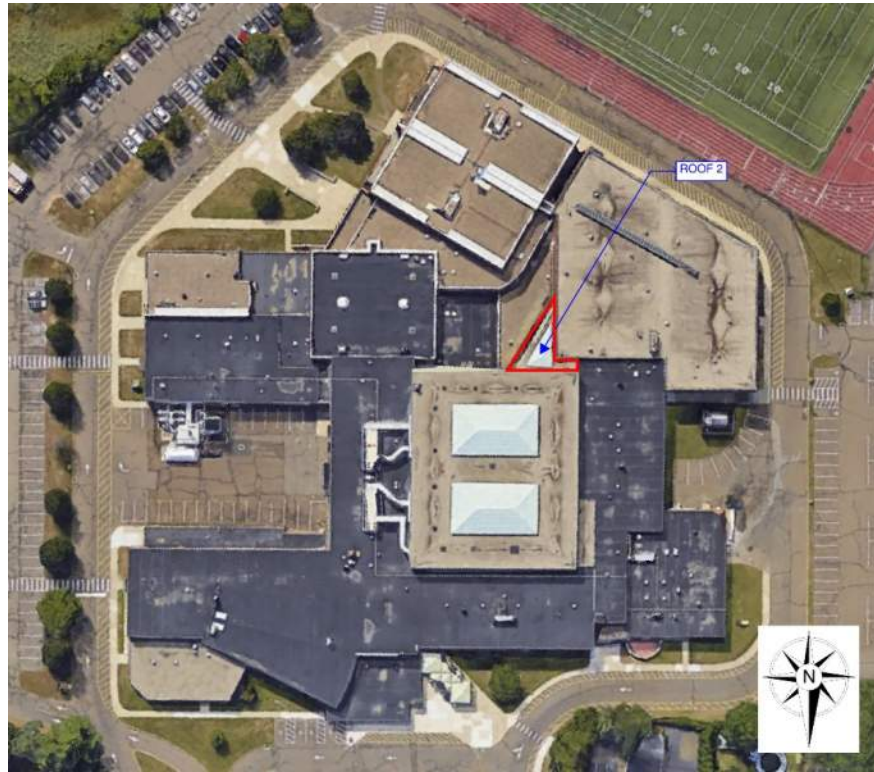


Translucent wall panel at Roof I4 perimeter from the interior

4.1 Existing Translucent Wall Panel & Skylight Survey

Branford High School Translucent Wall Panels & Skylights Architectural and Structural Report

Roof 2 Skylight



Roof 2 Plan

- The structure consisted of galvanized metal deck supported by open-web steel joists and wide-flange beams.
- Galvanized roof decking was observed in sound condition throughout. Peeling paint was observed at the underside of the cafeteria roof deck, though no structural concerns were observed.
- Open-web joists were observed to be in sound condition. No structural concerns were present.
- The (1) aluminum skylight structure at Roof 2 is triangular in shape and appeared to be in sound condition structurally, however, the translucent panels have faded, delaminated, and gaps were observed in multiple areas. These gaps are causing leaks during wind driven rain storms.

4.1 Existing Translucent Wall Panel & Skylight Survey

Branford High School Translucent Wall Panels & Skylights
Architectural and Structural Report



View looking west



Interior view of Roof 2 skylight and translucent wall panel

4.1 Existing Translucent Wall Panel & Skylight Survey

Branford High School Translucent Wall Panels & Skylights Architectural and Structural Report

Roof 2 Translucent Wall Panels

A translucent wall panel system lines the south wall of Roof 2. Similar to the skylights, the wall system shows no obvious structural concerns, however the panels are faded, delaminated, and gaps were observed in multiple areas causing leaks during wind driven rain storms.



View looking east towards Roof 2 skylight and translucent wall panel. Roof 14 translucent wall panel is visible on the right.

4.1 Existing Translucent Wall Panel & Skylight Survey

Branford High School Translucent Wall Panels & Skylights
Architectural and Structural Report

Recommendation Summary



As noted in this report, the existing structures for the skylights and the translucent wall panels are in good condition. It is recommended that the structure remain, however, it should be scraped of loose paint, cleaned, and re-painted.

The skylight and wall panels, however, should be replaced due to fading, delaminating, and gaps. The existing systems are well past their useful material life and new translucent skylights and wall panels should be installed.

STRUCTURES UNLIMITED, INC.

August 20, 1996

Mr. Kevin O'Neill
Cherry Hill Glass Company, Inc.
303 Main Street
Branford, CT 06405

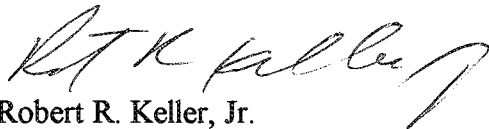
RE: Branford High School - Branford, CT

TO WHOM IT MAY CONCERN:

Please be advised that the product which we will furnish will meet or exceed the test reports submitted in accordance with the requirements of the specifications as outlined below:

ICBO Listing
SBCCI Listing
ASTM E 84
ASTM D 635
ASTM D 2244
SPI Method B
ASTM C 297
ASTM D 1002
ASTM D 1037
ASTM C 236
ASTM E 108

STRUCTURES UNLIMITED, INC.



Robert R. Keller, Jr.
President

State of NH
County of Hillsborough

Subscribed and sworn to before me this 20th day of August, 1996.


NOTARY PUBLIC

My commission expires: 10/18/2000

37 UNION STREET, P.O. BOX 4105
MANCHESTER, N.H. 03108-4105
TELEPHONE: (603) 627-7887
TOLL FREE: (800) 225-3895
FAX: (603) 627-3110

SUBMITTED

AUG 21 1996

CHERRY HILL GLASS CO., INC.



ICBO Evaluation Service, Inc.

A subsidiary corporation of the International Conference of Building Officials

EVALUATION REPORT

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COMPANY CONFIDENTIAL

Report No. PFC-1705

April, 1994

Filing Category: ROOF, WALL AND FLOOR PANELS—Sandwich Panels (216)

KALWALL TRANSLUCENT WALL, SKYLIGHT AND ROOF PANELS

KALWALL CORPORATION

1111 CANDIA ROAD

POST OFFICE BOX 237

MANCHESTER, NEW HAMPSHIRE 03105

I. Subject: Kalwall Translucent Wall, Skylight and Roof Panels.

II. Description: A. General: The Kalwall translucent panel is of a sandwich-type construction $2\frac{3}{4}$ inches thick and is composed of an extruded 6005-T5 aluminum alloy frame and grid covered on both sides with flat fiberglass reinforced polymer facings, and is provided in the following types:

TYPE	THICKNESS (inches)	CLASS OF PLASTIC	FLAME-SPREAD CLASSIFICATION
Type 25	.045	CC-1	Class I
Type S-170	.045	CC-1	Class II
Type SW	.070	CC-2	Class III
Type 20LS	.045	CC-1	Class I

The aluminum extruded members form a grid 8 inches by 20 inches nominal and the panels are available in various widths and up to 20 feet in length. The aluminum I-beams are spaced 8 inches on center and are continuous in the direction of the panel span. Panels are also available in a 12-inch by 24-inch grid-core module where aluminum I-beams are spaced 12 inches on center and are continuous in the direction of the panel span. See Figure No. 1 for details. The I-beams are 2.6 inches in height and .05 inch thick and have a flange width of .43 inch. See Figure No. 1. The facing is bonded to the aluminum frame with a proprietary elastomeric-type adhesive. The exterior facing of the panels are Types SW or 20LS and the interior facings are Types 25 or S-170.

B. Installation: Aluminum extrusions are provided for connecting the panels to the building. The panels are interconnected with either a 2-inch tee batten or a $3\frac{1}{4}$ -inch integral heavy stiffener (IS-H). Design and details are to be submitted to the local building official for acceptance. See Figure No. 2 for typical installation details.

C. Identification: The panels are identified by the manufacturer's name type designation, material classification and the evaluation report number stamped on the perimeter, together with the stamp of the quality control agency, U.S. Testing Company, Inc. (AA-543).

III. Evidence Submitted: Reports of tests in accordance with ICBO ES Acceptance Criteria for Sandwich Panels, dated April, 1977, (corrected August, 1988) and Acceptance Criteria for Plastic Skylights, dated January, 1989, U.B.C. Standard No. 42-1, ASTM D 1929-68 (1975) and ASTM D 635-74, load tests, wind-driven rain tests and installation instructions

Findings

IV. Findings: That Kalwall Translucent Wall, Skylight and Roof Panels as described in this report comply with the 1991 *Uniform Building Code*TM, subject to the following conditions:

1. The panels are installed in accordance with this report as required by Chapter 52 of the code.
2. The allowable unsupported span for Kalwall wall and roof panels does not exceed those specified in Table No. 1.
3. No diaphragm values are assigned to the Kalwall panels. A horizontal bracing system must, therefore, be provided in the plan of the roof for resistance to wind and seismic loads.
4. When exposed to the building interior, flame-spread classification must comply with Chapter 42 of the code.
5. The panels are manufactured at Manchester, New Hampshire under a recognized quality control program with inspections by the United States Testing Company (AA-543) and Underwriter Laboratories Inc. (NERQA-403).

1993 Accumulative Supplement to the U.B.C.: This report is unaffected by the supplement.

This report is subject to re-examination in two years.

TABLE NO. 1

NO.	TYPE OF PANEL	ALLOWABLE SPAN (Ft.-In.) ²						
		Positive and Negative Loads (psf)						
		20	30	40	50	60	70	80
1	8-inch by 20-inch grid with 2-inch Tee Batten ¹	9-8	8-5	7-8	7-2	6-9	6-5	6-1
2	8-inch by 20-inch grid with $3\frac{1}{4}$ -inch IS-H Batten ¹	15-3	13-4	12-1	11-3	10-7	10-1	9-8
3	12-inch by 24-inch grid with 2-inch Tee Batten ¹	8-5	7-4	6-8	6-2	5-10	5-6	5-3
4	12-inch by 24-inch grid with $3\frac{1}{4}$ -inch IS-H Batten ¹	14-11	13-0	11-10	11-0	10-4	9-10	9-5

¹Battens are installed on each side of the panels parallel to the panel span with a maximum batten spacing of 48 inches on center.

²Deflection limited to L/180.

Evaluation reports of ICBO Evaluation Service, Inc., are issued solely to provide information to Class A members of ICBO, utilizing the code upon which the report is based. Evaluation reports are not to be construed as representing aesthetics or any other attributes not specifically addressed nor as an endorsement or recommendation for use of the subject report.

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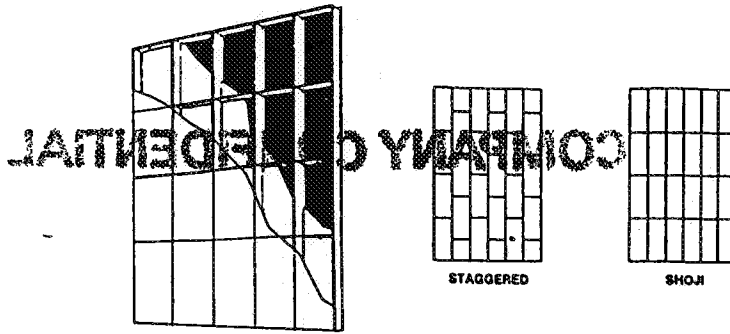


FIGURE NO. 1

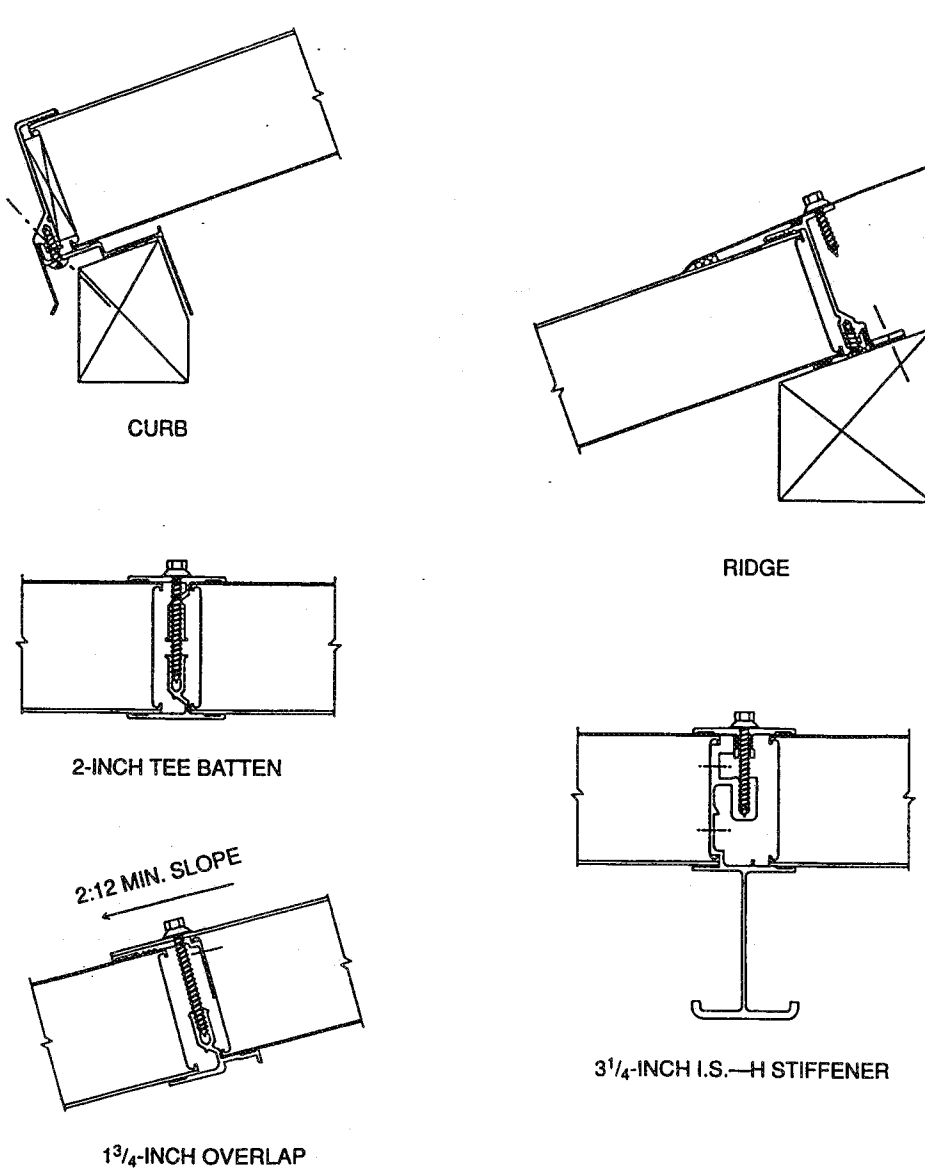


FIGURE NO. 2—INSTALLATION DETAILS



SBCCI PUBLIC SAFETY TESTING AND EVALUATION SERVICES INC.

900 Montclair Road, Suite A
Birmingham, Alabama 35213-1206

Evaluation Reports are the opinion of the Committee on Evaluation, based on the findings, and do not constitute or imply an approval or acceptance by any local community. The Committee, in review of the data submitted, finds that in their opinion the product, material, system, or method of construction specifically identified in this report conforms with or is a suitable alternate to that specified in the Standard Codes, **SUBJECT TO THE LIMITATIONS IN THIS REPORT.**

The Committee on Evaluation has reviewed the data submitted for compliance with the *Standard Building Code*® and submits to the Building Official or other authority having jurisdiction the following report. The Committee on Evaluation, SBCCI PST & ESI and its staff are not responsible for any errors or omissions to any documents, calculations, drawings, specifications, tests or summaries prepared and submitted by the design professional or preparer of record that are listed in the Substantiating Data Section of this report. Portions of this report were previously included in SBCCI Evaluation Report #SBCCI 9303 and PST & ESI Evaluation Report #9446.

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REPORT NO.: 9446A

EXPIRES: See current SBCCI PST & ESI EVALUATION REPORT LISTING

CATEGORY: FLOOR, WALL, AND ROOF SYSTEMS

SUBMITTED BY:

KALWALL CORPORATION
P.O. BOX 237
1111 CANDIA ROAD
MANCHESTER, NEW HAMPSHIRE 03105

1. PRODUCT TRADE NAME

Kalwall™ Sandwich Panels for Roof and Wall Systems With Face Sheet Types 25, S-170, SW-C, SW, 20LS, B-3A, and A

2. PERFORMANCE OF PRODUCT FOR WHICH EVALUATION IS REQUESTED

- 2.1 Class A Roof Covering Fire Classification
- 2.2 Interior Finish Classification
- 2.3 Approved Light-transmitting Plastic
- 2.4 Wall Panels

3. USES

Kalwall™ panels together with joining and mounting accessories are intended for use as light-transmitting closures for openings in exterior walls and in roofs.

With certain face sheet arrangements as detailed in Item 4.3, Kalwall™ panels may be used as a class A roof covering.

4. DESCRIPTION

4.1 GENERAL

Kalwall™ roof and wall systems use prefabricated structural composite sandwich panels, 2.75 inches (70 mm) thick, formed by grid core of extruded, 6005-T5, noncombustible aluminum or thermally broken aluminum I-beam shapes on each face of which have been bonded, by means of a resin-type adhesive, sheets of fiberglass reinforced polymer facings. The fiberglass reinforced polymer facings come in standard material compositions designated as shown in Table #1. By proper selection of sheet types for the inner and outer surfaces certain Kalwall panels achieve a Class A roof covering rating. Each sheet type varies by thickness, formulation, and colors. See Table #1.

The grid core is arranged in a rectangular 12 inch x 24 inch (305 mm x 610 mm) nominal grid system with continuous longitudinal members, called mullions, running the length of the panel. Short grid core shapes of the same size called muntins, are placed between the mullions. The muntin sections are interlocked with the mullions by means of notches cut in the ends of the muntins and which engage the returns along the edges of the mullion flanges. Panels are also available with an 8 inch x 20 inch (203 mm x 508 mm) grid core system, in which the I-beams are continuous in the long direction of the panel.

Standard width of panels is 4 ft. (1219 mm) or 5 ft. (1524 mm), and other widths are available. Panel lengths vary from 3 ft. (914 mm) to 20 ft. (6096 mm) as standard sizes but are available in greater lengths. Standard thickness of completed panel is 2¾ inches (70 mm).

Panels are joined together along their longitudinal sides by a variety of batten assemblies involving pairs of flat and stiffened aluminum extrusions, placed on opposite sides of the pairs of panels, and connected by screws. Additional

extruded aluminum shapes are furnished for fastening the panels to the building structure at top, sides and bottom of wall openings and for joining panels together at roof ridge lines and for connecting roof panels to curbs.

TABLE #1

TYPE	WHERE USED	FACING THICKNESS	CLASS OF PLASTIC	CLASS A ROOF	FM 4411 WALL	INTERIOR FINISH CLASSIFICATION
Type 25	INTERIOR FACE	0.045" (1.143 mm)	CC-1	INTERIOR	N/A	Class A
Type S-170	INTERIOR FACE	0.045" (1.143 mm)	CC-1	INTERIOR	N/A	Class B
Type SW-C	EXTERIOR FACE	0.070" (1.778 mm)	CC-1	EXTERIOR	EXTERIOR	N/A
Type SW	EXTERIOR FACE	0.070" (1.778 mm)	CC-2	N/A	N/A	N/A
Type 20LS	EITHER FACE	0.045" (1.143 mm)	CC-1	EXTERIOR AND/OR INTERIOR	N/A	Exposed Side Dull-Class A Glossy - Class B*
Type B 3A	INTERIOR FACE	0.052"	CC-1	INTERIOR	INTERIOR	Class A
Type A	EXTERIOR FACE	0.70" (1.778 mm)	CC-1	EXTERIOR	N/A	N/A

* Is not exposed in any panel construction.

4.2 INSULATION

These panels can have an insert of translucent fiberglass insulation within the voids. The density of the insulation can be changed to vary the insulation value of the panel.

4.3 CLASS A ROOF COVERING

When tested in accordance with ASTM E-108, certain panel configurations achieved the Class A Roof Covering designation with no slope limitation. See Table #1. The panel must be installed with a slope sufficient to provide drainage. Such Kalwall Class A Roof Panels are manufactured with an interior facing of either Type B-3A, Type S-170, Type 20LS, or Type 25 and an exterior facing of Type 20LS, Type SW-C, or Type A applied over the standard aluminum or thermally broken aluminum frame. The grid system is 8 inches x 20 inches (203 mm x 508 mm) or 12 inches x 24 inches (305 mm x 610 mm). This Class A roof panel may be used with insulation designated as either 0.15U, 0.19U, or 0.24U. The mechanics of such performance for combustible materials was demonstrated to be a function of the insulation of the unexposed face by the glass fiber matting which remained after the resins of the exposed face had been consumed. Panels of these configurations are exempt from the requirements of Section 2604 and are covered by Section 1509.2

4.4 WALL PANEL(S)

Certain wall panel configurations passed the FM 4411 test which included (1) a wall channel test; (2) a heat release rate test; (3) potential vertical flame spread within the core test; and (4) a susceptibility to radiant heat damage test. Such Kalwall™ wall panels are manufactured with Type SW-C on the exterior face and Type B-3A on the interior face. The limitation of Section 2603 relating to size and spacing of plastic exterior wall panels need not be applied to this assembly, provided the maximum height is 30 ft. (9144 mm) or less. See Table #1.

4.5 FIRE TESTING

Kalwall™ Face Sheets were tested in accordance with ASTM D 1929 Ignition Properties of Plastics, ASTM E-84 Surface Burning Characteristics, and ASTM D 635 Rate of Burning and/or Extent and Time of Burning of Self-Supporting Plastics in a Horizontal Position. The Kalwall™ Class A roof covering assemblies noted in Item 4.3 have been tested in accordance with ASTM E-108 Fire Tests of Roof Coverings. The Class 1 Kalwall™ wall panels noted in Item 4.4 were subjected to full scale fire testing by FM 4411.

5. INSTALLATION

The manufacturer's published detailed installation instructions shall be strictly adhered to and shall be

incorporated into the working drawings which shall be available at all times on the job site during installation.

The scope of this report does not include an evaluation of structural performance of the panels. Engineering calculations and test reports must be submitted to the building official demonstrating that the panels will resist the design loads from Chapter 16 of the *Standard Building Code*[®].

6. SUBSTANTIATING DATA

- 6.1 Manufacturer's descriptive literature.
- 6.2 Test reports for ASTM D-635 by Factory Mutual Research:
 - 6.2.1 Type 20LS; dated February 20, 1987; Serial Number OP1F1.CY; signed by E. R. Mitchell and R. C. Merritt
 - 6.2.2 Type S-170; dated August 23, 1984; Serial Number 1KOK8.MH; signed by P. J. Conroy
 - 6.2.3 Type 25 and Type SW dated April 19, 1988; Serial Number 0Q2F1.CY; signed by D. W. Lewin
 - 6.2.4 Type SW-C; dated October 14, 1992; Serial Number OW6F5.CY; signed by D. W. Lewin
 - 6.2.5 Type B3A; dated Nov. 5, 1992, Serial Number OW7FI.CY, signed by D.W. Lewin
- 6.3 Test reports for ASTM D-1929 by Factory Mutual Research:
 - 6.3.1 Type 25; dated September 22, 1988; Serial Number 0Q7F9.C4; signed by J. T. Kelliher, Jr.
 - 6.3.2 Types 20LS and 25; dated April 22, 1986; Serial Number ON2F3.CY; signed by D. W. Lewin
 - 6.3.3 Type SW-C, dated November 5, 1992; Serial Number OW6F7.CY, signed by D. W. Lewin
 - 6.3.4 Type B3A, dated November 5, 1992; Serial Number OW7FI.CY, signed by D. W. Lewin
 - 6.3.5 Type SW; dated August 24, 1981; Serial Number OG9KO.MH; signed by P. J. Conroy
- 6.4 ASTM E-84 Test Report by Underwriters Laboratories Inc; issued August 20, 1986, and revised November 18, 1986; File R7415, Project 86NK9396; signed by J. G. Marzullo and R. K. Laymon;
 - 6.4.1 Types 25 and 20LS, dated August 20, 1986, revised November 18, 1986; File R7415, Project 86NK9396; signed by J.G. Marzullo and R.K. Laymon
 - 6.4.2 Type S-170; dated December 13, 1983; File R7415, Project 83NK17264; signed by R. N. Walke and W.A. Kleinfelder
- 6.5 ASTM E-84 Test Report by Factory Mutual Research on
 - 6.5.1 Type SW; dated August 6, 1982; Reference J.I. 1H2Q4.AC, Class No. 4820, signed by J.E. Beauregard
 - 6.5.2 Type SW-C; dated January 29, 1992; Reference OWOO4.AC; File ST029B; Engineer, T. M. Chestnut
- 6.6 Sealed letter from George P. Reed III, P.E.; #810 New Hampshire conveying ASTM E-84 on Type B-3A.

- 6.7 ASTM E-108 Test Report By Underwriters Laboratories Inc; dated January 16, 1984; Reference R7878 and 83NK18436; signed by E. Iwanski and R. L. Donahue.
- 6.8 ASTM E-108 Test Report by Underwriters Laboratories Inc; dated January 14, 1987; Reference R7878 and 86NK15534; signed by K. Conroy and L. A. Plencner.
- 6.9 Quality Assurance Procedures for Kalwall™ Translucent Wall and Roof Panels; by United States Testing Company, Inc; dated June 10, 1992; Reference EN92-0087; signed by R. C. Smith.
- 6.10 FM 4411 Test Report by Factory Mutual Research documenting FM Class I Fire Approval as a non-load bearing wall;
 - 6.10.1 dated June 29, 1992; Reference OWIAI.AM; signed by E. R. Dunn and G. A. Smith
 - 6.10.2 dated November 12, 1991; Reference J. I. ITOA8.AM, signed by E.R. Dunn and G. A. Smith
- 6.11 Documentation of UL Follow-up Procedures to Items #7 and #8 detailing interior face types, u-values, and exterior face types for the ASTM E-108 test; signed by D. Otto; revised April 15, 1992.
- 6.12 Sealed letter from George P. Reed III, P.E., #810 New Hampshire, conveying proof that Kalwall™ panels will not delaminate below 300°F.
- 6.13 Noncombustibility of Aluminum by NFPA Fire Protection Handbook; 17th edition; pages 3-149.
- 6.14 Test report on Kalwall's Type SW-C and Type A face in accordance with ANSI/UL 790 (ASTM E 108), prepared by Underwriters Laboratories Inc., File R7878, Project 93NK10509, dated September 30, 1993, signed by Douglas C. Miller and James W. Hatcher.
- 6.15 Report on Kalwall Face Sheet 0.070 Type A, prepared by Factory Mutual Research, Serial No. 0X4F1.CY, dated August 10, 1993, signed by D. W. Lewin.
- 6.16 Report on testing of Thermally Broken I Beam for use in Kalwall Roofing Systems per ANSI/UL790, prepared by Underwriters Laboratories Inc., File R7878, Project 94NK21852, dated September 15, 1994, signed by Douglas C. Miller and James W. Hatcher.

VII. REFERENCES TO THE STANDARD CODES

Standard Building Code - 1994 Edition

Section 103.7	Alternate Materials and Methods
Section 202	Plastic, Approved - Definitions
Section 1509.2	Fire Resistance Classification
Section 2407	Sloped Glazing
Section 2604	Light-Transmitting Plastics
Section 3108.5	Signs Displays - Use of Plastic Materials

8. COMMITTEE FINDINGS

The Committee on Evaluation in review of the data submitted finds that, in their opinion, the Kalwall™ panels as

described in this report conform with or are suitable alternates to that specified in the *Standard Building Code* or Supplements thereto.

9. LIMITATIONS

- 9.1 This Evaluation Report and the installation instructions, when required by the Building Official, shall be submitted at the time of permit application.
- 9.2 The scope of this report does not include an evaluation of structural performance of the panels. Engineering calculations and test reports must be submitted to the Building Official that the panels will resist the design loads from Chapter 16 of the *Standard Building Code*®.
- 9.3 There shall be no added loads in the form of intentionally or accidentally retained water, or building equipment, applied to the panels.
- 9.4 When oriented as walls less than 30 feet high, the panels may be installed in the exterior walls of all types of construction subject to the limitations of Table 600 relating to allowable percentage of openings. The limitations of Section 2604.4 relating to size and spacing of plastic exterior wall panels need not be applied.
- 9.5 The assemblies noted in Item 4.5 have attained a Class A roof covering classification and they are exempt from the limitations of Section 2604.5 relating to separation of roof panels and maximum area of individual panels, and from the similar limitations of Section 2604.6 relating to skylights.

- 9.6 The face of wall and roof panels which are exposed to the interior of the building shall exhibit the flamespread classifications based on occupancy required in Section 803 and Table 803.3.
- 9.7 Kalwall™ panel assemblies other than those shown in Items 4.3 and 4.4 may be used subject to the limitations of Section 2604.
- 9.8 Kalwall™ sandwich panels have not been tested by ASTM E-119 to obtain an hourly rating.

10. IDENTIFICATION

All packing of Kalwall™ sheets listed in this report shall bear the manufacturer's name and/or trademark, the type of material, the SBCCI Public Safety Testing and Evaluation Services, Inc. Seal or initials (SBCCI PST & ESI), and the number of this report for field identification.

The phrase "Refer to this Evaluation Report for Code compliance" shall be printed in the manufacturer's literature and installation instructions referencing this Evaluation Report number.

11. PERIOD OF ISSUANCE

SEE CURRENT SBCCI PST & ESI EVALUATION REPORT LISTING FOR STATUS OF THIS EVALUATION REPORT.

For information on this report contact:
Woods F. McRoy, P.E.
205/599-9800

STRUCTURES UNLIMITED, INC.

37 UNION STREET, P.O. BOX 4105
MANCHESTER, N.H. 03108-4105
TELEPHONE: (603) 627-7887
TOLL FREE: (800) 225-3895
FAX: (603) 627-3110

BTOR
Reinforced Plastic

February 15, 1994

KALWALL CORP

R7415 (N)
(B-cont. from A card)

	Type 20LS		
	Dull Surface	Glossy Surface	
Flame Spread	25	35	
Smoke Developed	50	125	
	Type A	Type 25	Type S-170
Flame Spread	15	20	45
Smoke Developed	over 500	200	350

1111 CANDIA RD P O BOX 237

LOOK FOR CLASSIFICATION MARKING ON PRODUCT

Replaces R7415B dated February 7, 1994.
457825002

Underwriters Laboratories Inc.®

A11/0131747

COMPANY CONFIDENTIAL

FACTORY MUTUAL



Factory Mutual Research Corporation
1151 Boston-Providence Turnpike
P.O. Box 9102
Norwood, Massachusetts 02062
Telephone (617) 762-4300
Fax (617) 762-9375

Serial No. 0B3F3.CY

June 13, 1996

COMPANY CONFIDENTIAL

FLAMMABILITY TESTING
ON A
PLASTIC PANEL MATERIAL
FOR
KALWALL CORPORATION
1111 CANDIA ROAD
P.O. BOX 237
MANCHESTER, N.H. 03105

INTRODUCTION

Mr. Donald E. Folsom of Kalwall Corporation has requested that testing be performed on a plastic panel material.

SAMPLE IDENTIFICATION

The sample was identified as Kalwall FRP designated .045 Type 25.

TEST REQUESTED

The standard method test for the flammability of self-supporting plastics according to the ASTM Test Procedure designated D-635 per the Purchase Order No. 007060.

TEST RESULTS

Tests were performed on 10 unconditioned test samples of material having average thicknesses of .045 inches. This sample has an average burning time of 4.1 seconds and a range of burning of 1-11 seconds. The average extent of burning is 8.6 mm and the range of burning of 6-11 mm.

Tests and Report by D.W. Lewin

A handwritten signature in cursive script, appearing to read "D.W. Lewin", written over the typed name.

KALWALL SUPERWEATHERING FRP FACE SHEET

ASTM D2244-79

Color Difference

STRUCTURES UNLIMITED, INC.
37 UNION STREET
P.O. BOX 4105
MANCHESTER, NH 03108

For

KALWALL CORPORATION

1111 CANDIA ROAD

MANCHESTER, NH 03103

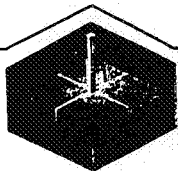
By

Richard W. Harold

Report No: Kalwall #189-b

April, 1983

COMPANY CONFIDENTIAL



HunterLab

Hunter Associates Laboratory, Inc.
11495 Sunset Hills Road
P.O. Box 2637
Reston, Va. 22090
Telephone: (703) 471-6870

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KALWALL SUPERWEATHERING FRP FACE SHEET

COLOR DIFFERENCE - STANDARD WHITE

ASTM D2244-79

1. Purpose - The purpose of this test is to determine small color differences between a reference specimen (control) and a test specimen. For product specification, the permissible color difference between the test specimen and reference specimen shall be agreed upon by the purchaser and seller.
2. Apparatus - HunterLab D25-9 AF (small spot), Serial #9036. The specimens were backed with an 85% reflectance white porcelain tile causing a double reflectance and magnifying the color change, thus making this test particularly severe.
3. The test specimens were supplied by the Kalwall Corporation. The specimens were labled as follows:
 - A. The test specimen had been exposed to outdoor weathering at 7⁰ to the horizontal facing south in South Florida and the control (reference) specimens were unexposed samples of the same material:

<u>Test Specimen</u>	<u>Control Specimen No.</u>	<u>South Florida Exposure (Months)</u>
B-189-T	B-189-C	65
B-182-T	B-182-C	67
B-171-T	B-171-C	67

- B. The test specimen had been exposed to 150⁰F constant temperature and the control specimens were unexposed samples of the same material:

<u>Test Specimen</u>	<u>Control Specimen No.</u>	<u>150⁰ Oven Exposure (Weeks)</u>
B-105-T	B-105-C	2

4. Procedure - The instrument was operated according to the D25A-9 operating manual. The instrument was standardized on a working standard whose calibration is traceable to the National Bureau of Standards.
5. Results - Report No. Kalwall #189-b
April, 1983

Table 1 shows results according to ASTM D2244 11.1. Scale system 4.3.2.4 was used for these data.

Richard W. Harold

Richard W. Harold
Manager, Applications Engineering

COMPANY CONFIDENTIAL

TABLE I

Kalwall Superweathering FRP Face Sheet

	Color Scale System B2*			CIELAB			CIE			Color Scale System B2*			CIELAB			ΔE^*	ΔE_H	Lab Adams ΔE Average of 3 Test Specimens
	L	a	b	L*	a*	b*	X	Y	Z	ΔL	Δa	Δb	ΔL^*	Δa^*	Δb^*			
<u>South Florida Exposure Color Difference Results</u>																		
3-189-C	78.99	-5.22	6.34	83.12	-5.45	6.80	58.86	62.39	65.23								2.45	
3-189-T	80.53	-5.61	8.21	84.41	-5.82	8.85	61.06	64.06	64.86	1.55	-.39	1.87	1.29	-.38	2.05	2.46		3.0
3-182-C	78.40	-5.01	6.11	82.63	-5.24	6.56	58.06	61.46	64.51								3.06	
3-182-T	81.08	-5.47	8.02	84.86	-5.65	8.61	61.97	65.74	66.67	2.68	-.45	1.91	2.24	-.41	2.05	3.32		
3-171-C	79.17	-5.57	6.79	83.27	-5.82	7.30	58.98	62.68	64.95								2.99	
3171-T	81.85	-5.84	8.64	85.50	-6.03	9.28	63.00	66.99	67.18	2.68	-.26	1.85	2.23	-.21	1.98	3.27		ΔE^* Average 2.83
<u>150°F Oven Exposure Color Difference Results</u>																		
8-105-C	77.98	-5.34	4.76	82.28	-5.59	5.08	57.29	60.82	65.66									
3-105-T	77.89	-5.65	6.20	82.20	-5.93	6.68	57.02	60.68	63.51	-.09	-.31	1.44	-.08	-.33	1.60	1.48		

*Color Scale System called out under ASTM D2244-79 Sec. 4.3.2.4

Note: 6/91 ΔE^* calculated from CIELAB Data.

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24 1003

STRUCTURES UNLIMITED, INC.
37 UNION STREET
P.O. BOX 4105
MANCHESTER, NH 03108

Mr. George Reed, Sr.
KALWALL CORPORATION
Manchester NH 03105

IMPACT TESTING OF FRP PANELS

NEW HAMPSHIRE MATERIALS LABORATORY, INC.

Frederick G. Hochgraf
Principal Investigator

N.H.M.L. #2061



62A Littleworth Road
Dover, New Hampshire 03820

603-742-8526
In NH 1-800-334-5432

June 21, 1988

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IMPACT TESTING OF FRP PANELS

Testing Program

Samples of 0.070 inch (nominal) Type SW fiberglass reinforced polyester faces were tested according to the SPI Falling Ball Test, Method B. The impact ball was 3.5 inch diameter and weighed 6.41 lbs. Except for unrelated details of the supporting structure the test fixture conforms to Exhibit A of the test specifications.

The specification defines "failure" as a test outcome in which the ball passes completely through the material. "Rupture" is defined as a small tear completely through the face of the test panel.

Variable Height Rupture Testing

Eighteen panels were tested by dropping the ball from a 9 foot height with subsequent drops from additional one foot increments until rupture occurred. Due to test site limitations the maximum drop height was 14 feet. Samples which did not rupture at 14 feet are noted in the data table as "dnf" and the calculations are based on passing at 14 feet, although they may well have passed with higher drops. The temperature was 82°F and the samples had not been subjected to a temperature/humidity conditioning cycle.

In the data table the location column refers to positions from which the test panels were cut.

The thickness of each test panel was measured at several points and the average is reported for the panel.

The Fail height is the drop height which resulted in rupture. The Pass height is the height of the previous drop. An argument can be made that the pass height would be a more accurate estimator of impact performance if it was half way between the height of rupture and the previous height.

Statistical Analysis

The remaining columns are based on all the preceding tests so that the last entry in each column is the best estimator for the set of samples. The "Student's t" statistical distribution is used since it applies to small samples from populations which can be expected to have the same variance. The df column is the degrees of freedom which is one less than the number of tests in the sample. The final column is the 95% lower confidence limit which is formed from

$$x - t*s/ n$$

where x is the average pass height, t is the Student's t statistic, s is the sample standard deviation and n is the number of tests.

After 12 tests there was little additional convergence between the 95% confidence limit and the average.

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NEW HAMPSHIRE MATERIALS LABORATORY, INC.

62A Littleworth Road Dover, New Hampshire 03820



603-742-8526
In NH 1-800-334-5432

N.H.M.L.#2061

Mr. George Reed, Sr.
KALWALL CORP.

June 23, 1988

Samp Loc	No.	t in.	Fail ft.	Pass ft.	Avg. ft.	Std Dev	df	Student "t"	95%
A	1	0.068	11	10	10.00	0.000	0	0.000	0.00
B	2	0.068	14	13	11.50	1.500	1	6.314	4.80
C	3	0.068	dnf	14	12.33	1.700	2	2.920	9.47
D	4	0.069	14	13	12.50	1.500	3	2.353	10.74
A	5	0.067	10	9	11.80	1.939	4	2.132	9.95
B	6	0.068	13	12	11.83	1.772	5	2.015	10.38
A	7	0.067	dnf	14	12.14	1.807	6	1.943	10.82
B	8	0.069	13	12	12.13	1.691	7	1.895	10.99
C	9	0.066	12	11	12.00	1.633	8	1.860	10.99
D	10	0.067	14	13	12.10	1.578	9	1.833	11.19
A	11	0.068	dnf	14	12.27	1.601	10	1.812	11.40
B	12	0.069	14	13	12.33	1.546	11	1.796	11.53
A	13	0.068	12	11	12.23	1.527	12	1.782	11.48
B	14	0.069	14	13	12.29	1.485	13	1.771	11.58
C	15	0.069	14	13	12.33	1.445	14	1.761	11.68
D	16	0.067	10	9	12.13	1.615	15	1.753	11.42
A	17	0.066	dnf	14	12.24	1.628	16	1.746	11.55
B	18	0.066	14	13	12.28	1.592	17	1.740	11.62

Test with 17 foot drop

**Samp Test Result
Loc. No.**

- A 1 Rupture, full length
- B 2 Rupture, full length
- C 3 dnf
- D 4 Rupture, full length
- A 5 Rupture, full length
- B 6 dnf
- B 7 dnf
- A 8 Rupture, full length
- C 9 Rupture, full length
- D 10 Rupture, full length
- B 11 Rupture, full length
- A 12 Rupture, full length

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Failure Testing

Working outdoors in the shade at 85°F the same ball was dropped from a height of 17 feet with results as indicated in the table.

Conclusions

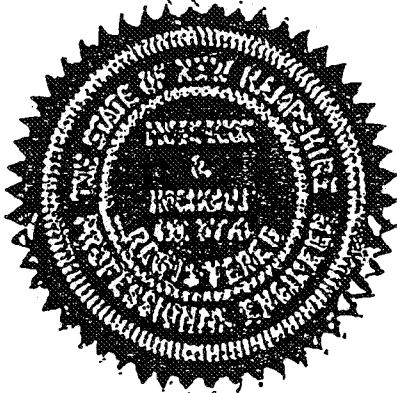
Using the 3.5 inch ball the average drop height without rupture is 12.28 feet with a 95% lower confidence limit of 11.62 feet.

In the 17 foot drop test no samples failed. Nine samples ruptured more-or-less edge to edge while three samples exhibited the same slight rupture as in the variable-height drop test.

Summary

	Impact Passing Height @95 % Confidence Level	Impact Energy (height x 6.41)
0.070 in. Type SW	11.62 ft	74.5 ft lbs.

Frederick G. Hochgraf
Professional Engineer
New Hampshire 3776



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MANCHESTER, NH 03108

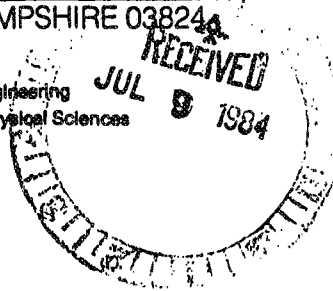
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MANCHESTER, NH 03108



UNIVERSITY OF NEW HAMPSHIRE
DURHAM, NEW HAMPSHIRE 03824

Department of Mechanical Engineering
College of Engineering and Physical Sciences
Kingsbury Hall
(603) 882-1352



TENSION TEST OF FLAT SANDWICH CONSTRUCTIONS
IN FLATWISE PLANE
(ASTM C297)

FOR

Kalwall Corporation
1111 Candia Road
Manchester, N. H. 03105

BY

Timothy M. Kenney
Frederick G. Hochgraf, P.E.

June 29, 1984

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TENSION TEST OF FLAT SANDWICH CONSTRUCTIONS
IN FLATWISE PLANE
(ASTM C 297)

Scope

This method covers the procedure for determining the strength in tension, flatwise, of the core, or of the bond between core and facings, of an assembled sandwich panel. The test consists of subjecting a sandwich construction to tensile load normal to the plane of the sandwich, such loads being transmitted to the sandwich through thick loading blocks bonded to the sandwich facings.

The intent of this test was to observe and record the effects of aging on the tensile strength of the glue line between the skin and grid of Kalwall Corporation panels.

Test Specimens

The test specimens were taken from panels manufactured by standard production methods and materials. Each specimen was approximately 2" x 7/16" x 2-3/4"* and was attached with high strength epoxy to two aluminum loading blocks. The untreated samples were bonded only 10 days before testing. The heat treated samples were post-cured at 160°F dry heat for 16 hours and stored for 30 days at room temperature (65°F) while the accelerated aging was being performed.

The aged specimens were tested after two exposures (6 cycles each) to accelerated aging in accordance to ASTM D 1037 (see NHML Report No. 380).

Procedure

A tensile load was applied at a constant rate of 2.0 inches per minute*.

Results

The results of this testing are summarized on the enclosed data table. From these results it is concluded with 95% confidence that there is no decrease of the ultimate tensile strength of the bond caused by the aging cycle.

*Specimen size and load rate are not as specified in ASTM C-297. See attached note.

SUMMARY OF TENSILE DATA

<u>Sample Identification</u>	<u>Sample No.</u>	<u>Tensile Strength (psi)</u>
Untreated Samples Bond age - 10 Days	1	259
	2	259
	3	243
	4	267
	5	273
	6	273
	7	223
	8	243
	9	266
	10	267
	Mean	257
	SD	16
Heat Treated Samples	1C	381
	2C	519
	3C	435
	4C	413
	5C	452
	6C	438
	7C	449
	8C	457
	9C	354
	10C	481
	Mean	438
	SD	47
Aged Samples ASTM 1037 Double Exposure	1A	705
	2A	752
	3A	751
	4A	767
	5A	820
	6A	751
	7A	725
	8A	919
	9A	808
	10A	825
	Mean	782
	SD	62

The purpose of ASTM C-297 is to evaluate a commercial material which is considerably different from the Kalwall building panel. The panel which this test was written for is a sandwich consisting of two outer surfaces of plastic laminate adhered to a core which consists of a relatively thin-walled, honeycombed section. The adhesive bonding the honeycomb to the laminate surfaces tends to form a significant fillet to provide a greater bonding area than the cross section of the honeycomb. Failure of the sample will be either in the adhesive or in the honeycomb. Because of the large (8 x 20) cell size of the Kalwall panel, this test method cannot be completely complied with. Section 4 (3) of C-297 requires that samples from products having cells larger than 1/2 inch shall be a minimum of 4 square inches or large enough to include at least one complete cell. The block (described in Figure 1) which must be adhered to the face of the laminate and which must be at least as large as one cell is dimensioned 1 9/16 x 1 1/2 inches. Therefore, one cell cannot have a dimension over 1 9/16 inches and meet the requirement of this test.

It is desired to have a test method which will measure the adhesive strength between the composite panel and the supporting core material. ASTM D-952 titled "Bond or Cohesive Strength of Sheet Plastics and Electrical Insulating Materials" is a different method which measures interlaminar strength or adhesive strength within a sample. Again, this test could not be directly run on this product due to dimensions. The sample required is a 51 x 51 millimeter sample adhered to two identically dimensioned blocks. Both of these methods are standards which have a similar intent to the desired evaluation of the Kalwall product but neither could be used without exception. ASTM C-297 was selected as most suitable compromise and the exceptions were noted. There is no ASTM standard even today that will evaluate this product without some exceptions.

Materials Laboratory File #CC749-11-84
29 June 1984

Timothy M. Kenney

Timothy M. Kenney
Technical Specialist
Materials Science

Frederick G. Hochgraf

Frederick G. Hochgraf, P.E.
Associate Professor
Materials Science





United States Testing Company, Inc.

Engineering Services Division

1415 PARK AVENUE • HOBOKEN, NEW JERSEY 07030 • 201-792-2400

REPORT OF TEST

88119

COMPANY CONFIDENTIAL

NUMBER

August 8, 1

CLIENT: Kalwall Corporation
1111 Candia Road
P.O. Box 237
Manchester, New Hampshire 03103

STRUCTURES UNLIMITED, INC.
37 UNION STREET
P.O. BOX 4105
MANCHESTER, NH 03108

SUBJECT: Evaluation of Sandwich Panel Adhesives

REFERENCE:

Kalwall Corporation Purchase Order No. 1693 dated June 1, 1984

SAMPLE IDENTIFICATION:

Twenty-five (25) metal-to-metal (2024-T6 Aluminum) lap shear specimens were submitted and identified by the Client as prepared with a Type I, Class 2 adhesive.

TEST PERFORMED:

The submitted specimens were tested in accordance with ICBO "Acceptance Criteria for Sandwich Panel Adhesives" for the following:

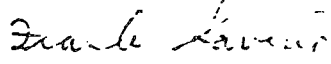
A. Shear Tests per ASTM D-1002

1. 5 specimens @ 73°F, 50% R.H.
2. 5 specimens after exposure to accelerated aging per ASTM D-1183, Proc. C.
3. 5 specimens @ 182°F.
4. 5 specimens after immersion in 73°F water for 48 hours and dried for 8 hours @145°F followed by 3 cycles of soaking for 16 hours and then drying for 8 hours under the same conditions of temperature.
5. 5 specimens after exposure to 500 hours oxygen bomb (182°F).

Testing Supervised by:

Frank Pepe 
Assistant Vice President

SIGNED FOR THE COMPANY

BY 
Frank Savino, Supervisor
Materials Eng. Section

Page 1 of 2
tg

Laboratories in: New York • Chicago • Los Angeles • Houston • Tulsa • Memphis • Reading • Richla

United States Testing Company, Inc.

Kalwall Corporation

88119
Number

TEST RESULTS:

<u>Test Condition</u>	<u>Det.</u>	<u>Shear Strength, psi</u>	<u>Type of Failure</u>
73°F, 50% Relative Humidity	1	644	60% Cohesive
	2	578	40% Cohesive
	3	519	100% Cohesive
	4	525	50% Cohesive
	5	481	100% Cohesive
	Avg.	549	70% Cohesive
Accelerated aging D-1183, Proc. C	1	727	95% Cohesive
	2	666	95% Cohesive
	3	727	95% Cohesive
	4	681	75% Cohesive
	5	784	80% Cohesive
	Avg.	717	90% Cohesive
182°F	1	94.1	90% Cohesive
	2	67.2	60% Cohesive
	3	46.2	90% Cohesive
	4	68.0	60% Cohesive
	5	43.1	90% Cohesive
	Avg.	63.7	80% Cohesive
Cycle Soak, Para. 7.2	1	616	20% Cohesive
	2	733	100% Cohesive
	3	769	50% Cohesive
	4	657	50% Cohesive
	5	800	100% Cohesive
	Avg.	715	65% Cohesive
Oxygen bomb, D-572 @182°F, 300 psi	1	1400	75% Cohesive
	2	1460	50% Cohesive
	3	1560	90% Cohesive
	4	1270	90% Cohesive
	5	1370	90% Cohesive
	Avg.	1410	80% Cohesive

NOTE: Crosshead speed was 0.10 inches/minute as specified by Client.

NEW HAMPSHIRE MATERIALS LABORATORY

14 Schoolhouse Lane

Durham New Hampshire 03824



603 868-1456

ACCELERATED AGING

(ASTM D1037)

SCOPE

Accelerated aging test shall be used to obtain a measure of the inherent ability of a material to withstand severe exposure conditions. The cycling exposure to which the material shall be subjected is a simulated condition developed to determine relatively how a material will stand up under weathering conditions.

The intent of this test was to observe and record:

1. Discoloration as an indication of delamination.
2. Separation due to differential movement of skin and grid.
3. Result of thermal shock (rapid change of extreme temperatures.)

TEST SPECIMENS

Thirteen tensile samples approximately 2" x 7/16" x 2-3/4" consisting of an aluminum I-beam bonded to two FRP face sheets, .045 inch and .079 inch nominal respectively, fabricated as "production run" material.

PROCEDURE

Normal ASTM D1037 Procedure calls for each specimen to be subjected to six complete cycles of accelerated aging. In order to increase the severity of this test, the number of cycles was doubled to twelve (12). Each cycle consisted of the following:

1. Immersed in water at $120 \pm 3F$. ($49 \pm 2C$.) for 1 hr.
2. Sprayed with steam and water vapor at $200 \pm 5F$. ($-93 \pm 3C$.) for 3 hrs.
3. Stored at $10 \pm 5F$. ($-12 \pm 3C$.) for 20 hrs.
4. Heated at $210 \pm 3F$. ($99 \pm 2C$.) in dry air for 3 hrs.
5. Sprayed again with steam and water vapor at $200 \pm 5F$. ($93 \pm 3C$.) for 3 hrs.
6. Heated in dry air at $210 \pm 3F$. ($99 \pm 2C$.) for 18 hrs.

After completion of the twelve cycles of exposure, the material was further conditioned at $20 \pm 2^{\circ}C$. with a relative humidity of $65 \pm 1\%$ for 96 hours.

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RESULTS

Frequent inspections of the test specimens were made during the aging cycles for any sign of delamination or other disintegration. The results were as follows:

1. No white spots indicative of skin separation from the grid were observed.
2. No separation of skin from grid was observed including problematic separation resulting from differential movement.
3. No observable failure occurred due to thermal shock including problematic skin separation from the grid, skin crazing or cracking, and grid intersection failure.

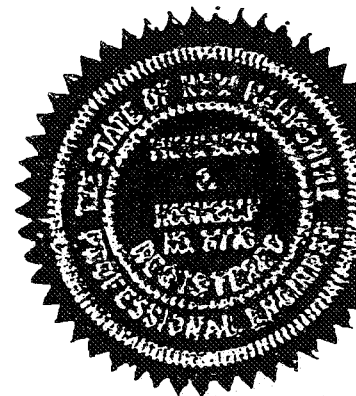
It is reasonably inferable from this test that internal material failures will not occur and that glue line failure between materials will not occur under similar circumstances.

NEW HAMPSHIRE MATERIALS LABORATORY
File #380

June 29, 1984

Timothy M. Kenney
Timothy M. Kenney
Laboratory Supervisor

Frederick G. Hochgraf
Frederick G. Hochgraf, P.E.
Principal Investigator



NORTHWEST LABORATORIES

APPLIED INDUSTRIAL RESEARCH
STATE AFFILIATIONS A.S.T.M. ACS A.I.C.H.E. A.C.I. A.S.M. A.O.C.S. A.M.E. N.S.P.E.

200 JAMES STREET • SEATTLE, WASHINGTON 98104 • TELEPHONE MA. 2-0680

Report to: Kalwall Corporation

Date: May 25, 1971

Report on: Thermal Transmittance "U" Tests

Lab. No. D 2556-2
4-19-71 Test

Thermal conductivity tests were conducted according to ASTM procedure C-236 on a specimen "Kalwall" building panel submitted on February 19, 1971 and described as follows:

Panel A-6 standard 2-3/4" thick translucent insulated "Kalwall" panel, having fiberglass reinforced polyester faces laminated to the extruded aluminum grid core. The air spaces are filled with 2-1/2" x 28 gram/sq.ft. translucent fiberglass insulation batts. Light transmission is 20%.

Edge insulation was applied to specimen during test to minimize guard area conduction. Copper-constantan thermocouples located 4" from panel surfaces were employed for air temperature measurements. Same type thermocouples held in place with a single layer of masking tape were used to record surface temperatures. A model 8105 Foxboro indicating potentiometer, calibrated from -200 to +200°F. was used to read thermocouple output.

Refrigeration temperatures were attained by circulating air (15 mph velocity at test surface) through copper tube heat exchanger carrying cooled alcohol. The metered test box was 3'x3'x1-1/2' surrounded by a 6'x6'x3' guard box. Metered box air natural circulation was assisted by a .01 hp blower unit mounted within the box and metered as part of the power input. Panel was tested without preconditioning.

Test Results:

Panel A-6

Thermal transmittance "U", BTU/hr./sq.ft./°F.

.263

Test Data:

Test Area, sq. ft.

9

Guard area, sq. ft.

23

Refrigeration area, sq. ft.

32

Air velocity, warm side

Natural convection +

.01 hp fan

Air velocity, cold side

15 mph

Average air temperature 4" from warm side, °F.

66.675

Average air temperature 4" from cold side, °F.

-4.3

Test period, hrs.

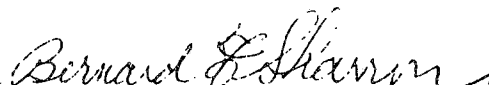
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Average heat input, W.H.

49.25

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37 UNION STREET
P.O. BOX 4105
MANCHESTER, NH 03108

NORTHWEST LABORATORIES


Bernard F. Sharron

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KALWALL "U" FACTOR

Per Northwest Laboratories Test # D 2556-2, Kalwall Insulated Panel has a "U" factor of 0.263 BTU/hr.- sq. ft. - °F @ 15 mph wind velocity

$$\text{Kalwall Resistance "R"} = \frac{1}{U} = \frac{1}{0.263} = 3.80$$

$$\text{Conductance of Air Film* "f}_o\text{" @ 15 mph} = 5.1$$

$$\text{Therefore "R" of Air Film "f}_o\text{"} = \frac{1}{5.1} = \underline{.20}$$

$$\text{"R" minus outside Air Film} = 3.60$$

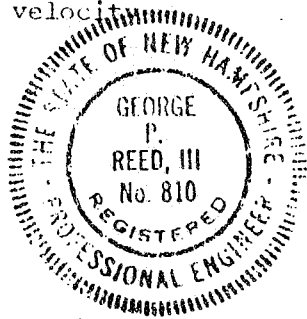
$$\text{Conductance of Air Film* "f}_o\text{" @ 2 mph} = 2.0$$

$$\text{"R" of Air Film* "f}_o\text{" @ 2 mph} = \frac{1}{2.0} = \underline{.50}$$

$$\text{"R" @ 2 mph} = \underline{4.10}$$

$$\text{"U" @ 2 mph} = \frac{1}{R} = \frac{1}{4.10} = 0.244 \text{ BTU/hr. - sq. ft. - °F}$$

Therefore a Kalwall Insulated Panel has a "U" factor of 0.24 BTU/hr. - sq. ft. - °F at 2 mph wind velocity



George P. Reed III
 George P. Reed III
 P.E.

* Fig. 30 page 85 "Heating, Ventilating, and Air Conditioning Fundamentals" by Severns and Fellows

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ETC Laboratories

40 Ajax Road • Rochester, New York 14624 • Telephone 716-328-7668 • Fax 716-328-7777

NFRC 100-91 Thermal Test Report

Prepared for:
KALWALL CORPORATION
1111 CANDIA ROAD, P.O. BOX 237
MANCHESTER, NEW HAMPSHIRE 03103

Product Description

Series/Model: KCP+ A-R
Type: Curtain Wall
Size: 58-7/8" x 71-1/8" x 2-3/4" (1494mm x 1807mm x 70mm)
Report Number: ETC-94-066-1409-2

Report Date
August 2, 1994



ETC Laboratories

40 Ajax Road • Rochester, New York 14624 • Telephone 716-328-7668 • Fax 716-328-7777

NFRC Thermal Test Summary

AUG 8 1994

Prepared For:
KALWALL CORPORATION
1111 CANDIA ROAD, P.O. BOX 237
MANCHESTER, NEW HAMPSHIRE 03103

Productline: Translucent Sandwich Panel

Model/Series: KCP+ A-R

NFRC Type: Curtain Wall

Representative Size: 58-7/8" x 71-1/8" x 2-3/4" (1494mm x 1807mm x 70mm)

Report Number: ETC-94-066-1409-2

Test Start Date: 06/07/94

Test Finish Date: 06/08/94

Report Date: 08/02/94

Expiration Date: 08/02/98

NFRC Lowest U-Value Baseline Product

<u>Overall Thickness</u>	<u>Layer 1</u>	<u>Cavity</u>	<u>Layer 2</u>	<u>Standardized U-Value (BTU/hr•ft²•F)</u>
2-3/4"	Fiberglass 0.070"	Fiberglass Insulation	Fiberglass 0.045"	0.29
(70mm)	(1.8mm)		(1.1mm)	(1.64 W/m ² K)

PERFORMANCE TEST REPORT

Rendered to:

KALWALL CORPORATION
1111 Candia Road
Manchester, New Hampshire 03105

STRUCTURES UNLIMITED, INC.
37 UNION STREET
P.O. BOX 4105
MANCHESTER, NH 03108

Report No: ATI-6566
Test Date: 04/26/89
Report Date: 05/19/89

SERIES/MODEL: 0.40U Panel

TEST SPECIMENS: 2-3/4" thick translucent skylight-roof panels, total of 3 specimens

OVERALL SIZE: 3'-4" wide by 4'-4" high

FINISH: Aluminum was mill finished

TEST SPECIMEN CONSTRUCTION: Each panel consisted of a nominal 2-3/4" thick I-beam panel of sandwich-type construction with an aluminum curb perimeter, a vertical 2" double tee batten and a horizontal overlap batten. The interior and exterior skins were bonded to an aluminum I-beam grid core. The exterior, referred to as "Standard Super-weathering", had a nominal wall thickness of 0.070". The interior sheet, referred to as "Standard S-170", had a nominal wall thickness of 0.045". Both skins were fiberglass reinforced plastic. The air space between the two skins was a nominal 2-5/8" (see Figure #1).

TEST PROCEDURE: The burning brand test was performed in general accordance with Section 9 of ASTM E 108-83 "Fire Tests of Roof Coverings" on three test specimens.

For each of three test decks at an incline of 5" to the horizontal foot, a well ignited Class A burning brand was positioned over the "T" joint formed in the test sample.

Similar results were obtained in each test. Smoke was observed on the underside at the horizontal joint after approximately four to five minutes. All action ceased and the tests were terminated after approximately nine to ten minutes.

At no time during these tests were any flying flaming brands of roof covering material produced. Also, at no time during these tests were any sparks or flames noted on the underside of the test deck. These results comply with the Class A requirements.

TITLE OF TESTS

1. Burning Brand Test

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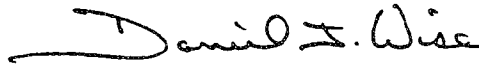
RESULTS

Class A performance

A copy of this report will retained by ATI for a period of four years. The test specimens were returned to the client per their request. This report is the exclusive property of the client so named herein and is applicable to the sample tested. Results obtained are tested values and do not constitute an opinion or endorsement by this laboratory.

ARCHITECTURAL TESTING, INC.

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Daniel J. Wise
Technician

Reviewed by:

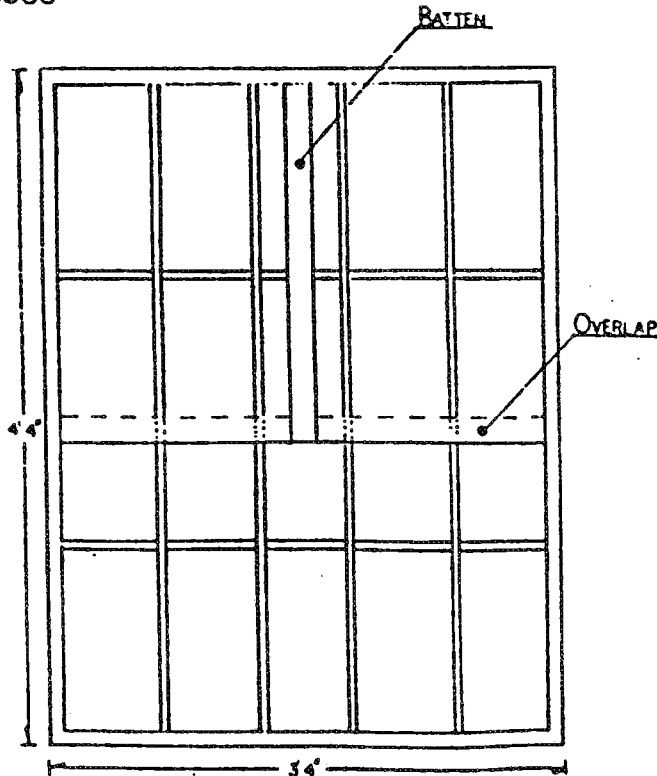


David G. Moyer
Director of Testing Services

DJW:dml
6566

KALWALL
ATI-6566

FIGURE # 1



TYPICAL TEST PANELS