

Board of Education Regular Meeting

Tuesday, September 22, 2020 5:00 PM

Via Zoom *Members of the public can view the meeting by watching the live stream on the WPS YouTube channel. Please view the Google Calendar on the District website for link and agenda., 24 School Road, Weston, CT 06883-1623

I. CALL TO ORDER, VERIFICATION OF QUORUM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES

IV. PUBLIC COMMENT - *Members of the public can view the meeting by watching the live stream on the WPS YouTube channel. Please view the Google Calendar on the District website for the link to the agenda, YouTube live stream link and link to the Public Comment Form.

V. NEW BUSINESS

A. Retirement

1. Acceptance of the Retirement of Elizabeth Fogarty, WMS, Art Teacher

B. Resignation

1. Acceptance of the Resignation of Diane Schirizzo, WHS, CASE Counselor

C. Fall 2020 Reopening Update

D. WPS BOE-WTA Memorandum of Understanding for Fall 2020 Reopening

E. Enrollment and Voluntary Distance Learning Opt-In Update

F. School Resource Officer Update

G. School Resource Officer Memorandum of Understanding Approval

H. Ratification of the Tentative Agreement between Weston Board of Education and AFSCME, Local 1303-110 of Council 4, for a collective Bargaining Agreement, Effective July 1, 2020 through June 30, 2023

I. Second FY 2021 Financial Update - Including Unanticipated Re-Opening Costs due to COVID

J. Weston Board of Education Policies, Regulations, and Bylaws

1. Student Use of the District's Computer Systems and Internet

2. Use of Private Technology By Students

3. Prohibition of Sex Discrimination and Sexual Harassment (Personnel) Title IX

4. Prohibition Sex Discrimination and Sexual Harassment (Student)- Title IX

VI. SUPERINTENDENT'S REPORT

A. District Update

VII. COMMITTEE REPORTS

A. Communications Committee

B. Curriculum Committee

C. Facilities Committee

D. Finance Committee

E. Policy Committee

F. Negotiations Committee

G. CES

H. CABE

I. Weston Education Foundation

**VIII. NEXT SCHEDULED MEETINGS OF THE BOARD OF
EDUCATION**

A. Regular Session on October 19, 2020 at 7:00
p.m.

B. Review of Pending Agenda Items for Next Meeting

IX. ADJOURNMENT

Board of Education Special Meeting

July 22, 2020 9:00 AM

Via Conference Call

630-635-5279

PIN: 455 584 787#

Attendance Taken at 9:00 AM:

Present Board Members:

Anthony Pesco

Melissa Walker

Ruby Hedge

Gina Albert

Taffy Miller

Hillary Koyner

Victor Escandon

Updated Attendance:

Victor Escandon was updated to present at: 9:07 AM

1. Review of DRAFT Submission to Connecticut State Department of Education (CSDE) Re: WPS Fall 2020 Reopening Plans

Discussion:

Dr. McKersie reviewed the overall agenda and how the Administration will review the order in which the Draft Submission to the Connecticut State Department of Education (CSDE) will be reviewed with the Board of Education.

The responses to the survey that was sent to all staff was reviewed. The total number of responses were 239.

Ms. Kaddis spoke on behalf of Hurlbutt Elementary School and Weston Intermediate School and said that for grades Pre-K-Grade 1, classrooms would be able to accommodate desks 5'-6' apart, where Grades 2-5 would only be able to accommodate desks 3'-5' apart. HES lunches will be eaten within the classroom, where at WIS, students will be able to eat in the cafetorium. Ms. Kaddis is concerned about ventilation in HES classrooms that do not have air conditioning.

Mr. Doak spoke on behalf of Weston Middle School and reviewed the bell schedule. Students will cohort in homerooms for all core classes and teachers will rotate to the classrooms. They are working to see how Practical and Fine Art classes will work. Challenges will be teachers and students wearing masks all day. The use of the cafeteria and old gym would be planned to serve lunch and no lockers will be assigned.

Weston High School was discussed by Ms. Wolak. Unfortunately, due to the number of class offerings, students will not be able to meet in cohorts. A review of the three models were discussed with the Board.

From a Districtwide standpoint, public health indicators will determine the educational mode. We currently do not have any guidelines from the State on critical indicators.

Dr. Craw and Mr. DiVito spoke regarding teaching and learning. The Administration and staff have worked to boost our distance learning/hybrid scenario and how do we best augment our technology within the three scenarios presented. A proposal was brought to the Board of Education's Finance Committee with needs to provide teachers a "toolkit." Professional learning for staff is essential and will begin in August.

Ms. Edwards will update the Board on Monday evening.

Mr. DiVito spoke about the new COVID-19 Resources button on the front page on the website. All new information is located within this new section.

All visitors and outside groups are not permitted in the schools and any requests will be reviewed on a case-by-case basis by building administration. No families will be allowed in schools either unless in an emergency situation.

The meeting continued with discussion with the Board. It was noted that we are working with Mr. Cooper and Dr. Marks regarding medical and health indicators and guidelines that the State determines. This is the only way we will be able to make informed decisions.

Ms. Albert noted that parents need to know how lunch will be provided at each school for planning. How students will move in and out of each school and how that impacts our safety plan was of concern. Noted was the fact that all drills will still be required at each school. Specifics regarding athletics was spoken about as well as music classes, which will be one of the more challenging areas in how to develop the curriculum and experiences.

Ms. Miller asked if there would be time built in to the schedules for individual help with teachers.

Ms. Walker asked that with early dismissals at HES and WIS, that we would fulfill the educational time requirements. Also asked was what the indicators would be that would move the District between modes of education.

Mr. Escandon asked what the lead time would be for switching from model to model.

Ms. Koyner asked about immunizations and testing as well as how the State will deal with the nine absence rule.

1.1. COVID-19 Financial Update

Mr. Cross reviewed facilities, operations, finance and PPE's within the plan. Hand sanitizers are in all offices, with freestanding ones within the schools. Masks, face shields, gowns and gloves have also been purchased. Additional cleaning personnel may be needed along with additional bus monitors. Ventilation throughout all buildings are being reviewed.

2. 2020-2021 WPS District Calendar Adjustment Discussion and Vote

Discussion:

Dr. Craw spoke about requested changes to the 2020-2021 District Calendar as the State has given schools up to three days before the start of school for additional professional development and waived the 180 school days in lieu of 177. The Board decided to postpone the vote on the calendar changes until Monday's meeting. With a motion by Ms. Miller, and second by Ms. Walker, the meeting was adjourned at 11:35 a.m.

Chairperson

Superintendent

Board of Education Regular Meeting

July 27, 2020 6:00 PM

Via Conference Call

Attendance Taken at 6:00 PM:

Present Board Members:

Anthony Pesco
Melissa Walker
Ruby Hedge
Gina Albert
Taffy Miller
Hillary Koyner
Victor Escandon

I. CALL TO ORDER, VERIFICATION OF QUORUM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES

Motion Passed: Move that the Weston Board of Education approve the minutes from Executive Sessions on June 15, June 24, June 25 and July 23; passed with a motion by Ruby Hedge and a second by Taffy Miller.

7 Yeas - 0 Nays.

IV. PUBLIC COMMENT - **To participate in Public Comment, please visit the District website at www.westonps.org, ***and under the Board of Education tab-Public Participation Guidelines, view the procedures and guidelines for Public Participation in Remote Board Meetings.*******

Discussion:

Kristana Esslinger, 59 Ledgewood Drive: I am asking the below based on questions/comments from Weston High School PTO Board members and other parents in my role as the WHS PTO BOE Rep. We want to start by acknowledging all of the work done by so many people to get to this point.

Regarding The Hybrid Model:

1. Since all teachers will be provided a Teacher Technology Toolkit, why can't classes be live streamed for those who are not in school that day (remote)? Other surrounding districts (Westport, Wilton, Bethel) have publicly stated their intention to do this (with discussions with the unions to address privacy/safety issues). This would also mean that there will be NO lost instructional hours and teachers can have one lesson plan vs. multiple.

2. While the current plan with Hybrid 1 provides more instructional time, the 1/2 days of Hybrid 2 will pose a logistical challenge for many families as it is right in the middle of the day and driving is being encouraged. If live streaming can be implemented, then Hybrid 2 becomes a possible better option with no lost instructional time. Some parents have also indicated that having no lunch should not be a factor in the final decision.

Regarding Distance Learning:

1. Per the survey, 5% of families said they do NOT intend to send their children back and almost 20% of families are unsure, these families may use the

DL Individual Choice/Volunteer option. The draft plan states that more details will come out by July 31st. These children need to be engaged and not just watching videos, self-paced assignments etc. As in the previous questions, why is the technology of live streaming classes not available for all classes so that those choosing this option get to see it live and engage with the teacher and other students? This would also be the option for any student who wishes to be in class but may need to be in quarantine or out for other illnesses. Asking students and teachers to go back and forth between methods/models has the potential to be highly problematic in their learning/teaching. If live streaming can be done, then potentially the district only needs 1 DL model and not 2.

2. Why is the DL schedule core every other day and by department in the afternoon? The department sessions are confusing at this point. Why not follow the A-H schedule?3. Also, if we go back to DL will there be some kind of check in with the teacher and possible "pop ins from administrators" on the class Zooms? In the spring it seemed like some of the teachers were all in and others barely did anything.

Staffing:

1. In regards to the teachers and this statement...>>>> Of the 239 that responded, 135 said they had some reason that they could not come back to work in a pandemic. 104 said they could. The district is following up, in a confidential manner, to understand the reason and see if it can be accommodated. What does the district plan to do if this large group of teachers are 'unable' to come back due to the pandemic? Will this affect class sizes? Will this be a factor in whether we move to a hybrid or full DL?

Other:

1. When the models are complete and the fall re-opening decision is made, is the BOE/Task Force/District going to do any other smaller surveys like other towns to re-work actual numbers of parents electing DL and those who plan to use the bus vs. drive?2. Is school enrollment up due to the increase in housing sales/rentals, and if so, how many at WHS?

V. NEW BUSINESS

V.A. 2020-2021 Enrollment Update

Discussion:

Dr. McKersie provided to the Board the Enrollment update, dated July 24, 2020 and will look at staffing needs accordingly, based on school reopening plans.

V.B. Fall 2020 Reopening Update

Discussion:

Regarding the Fall 2020 reopening of the District, Dr. Craw noted that even with 7%-10% of staff unable to return, it would be very difficult to hold school in an in-person scenario. He also spoke about the Voluntary Distance Learning option as well.

Mr. DiVito reviewed with the Board the COVID-19 Resources section on the website, which has key information for parents, staff and residents.

Dr. McKersie stated that by August 7, 2020, Weston Public Schools will have a developed plan with the Westport/Weston Health District and District Medical

Advisor, Dr. Laura Marks. The Board will look forward to hearing from both Mr. Cooper and Dr. Marks as advisors on public health at a later date.

Ms. Edwards let the Board know that she is still waiting for special education guidance from the State. We still need to meet the needs of all students and is reviewing how to plan for the needs of the special education population. Students under 504 and ELL plans will be supported by which ever model the District is operating under. Those who fall within the vulnerable population or may have medical issues, may need accommodations or a change in status. Social and emotional work is critical for everyone and increased emphasis in relationships and routines are very important. The District will continue to work with RULER and DBT, which have been implemented within the District over the past few years.

Both Ms. Kaddis and Ms. Falber spoke regarding full in-person and hybrid models of reopening. Both feel that they would be able to achieve six-foot distancing in Grades K-1, but in Grades 2-5, it would not be possible. Not all of HES is air conditioned and moving through hallways, and entrances and exits with full-in person would be difficult. With a hybrid model, fifty percent less students would be in each building at a time and arrival/dismissal is lessened.

Mr. Doak spoke on behalf of Weston Middle School and stated that six-foot social distancing with full in-person scenario would not be able to be met. No lockers would be used and lunch would need to be served in two separate locations. The hybrid option allows for more flexibility with synchronous learning. For Weston High School,

Ms. Wolak stated that they would be able to only meet three- to five-foot social distancing and they are unable to cohort as they have nearly 150 classes, with over 300 sections. The hybrid model with in-person attendance in the morning and assistance in the afternoon is her best option.

Discussion by the Board followed. Overall instructional time was spoken about as well as regular updates with regard to COVID-19 and facilities, and any regulations that may change during this time period.

V.C. 2020-2021 WPS District Calendar Adjustment Discussion and Vote

Discussion:

Dr. Craw reviewed the Board's suggestion to use all the days that the State has allowed districts and submitted an updated calendar making use of the three additional days for professional development, changing the total number of student days to 177. The additional professional development days added within the calendar recommendations for the 2020-2021 calendar would be able to help with social and emotional learning, technology training and curricular changes that will need to be altered.

Motion Passed: Move that the Weston Board of Education approve the recommended changes to the WPS 2020-2021 School Calendar, approving 177 student days; passed with a motion by Gina Albert and a second by Ruby Hedge.

7 Yeas - 0 Nays.

VI. OLD BUSINESS

VI.A. Weston Board of Education Policies, Regulations, and Bylaws

VI.A.1. Second Reading of Policy and Regulations 1312, Public Complaint

Discussion:

Dr. McKersie provided a second reading of Policy and Regulations 1312, Public Complaint.

Motion Passed: Move that the Weston Board of Education approve the updates to Policy and Regulations 1312, Public Complaint; passed with a motion by Taffy Miller and a second by Ruby Hedge.

7 Yeas - 0 Nays.

VI.A.2. Second Reading of Policy and Regulation 1331, Use of Video Monitoring Devices and Video Recordings

Discussion:

Dr. McKersie provided a second reading of Policy and Regulation 1331, Use of Video Monitoring Devices and Video Recordings.

Motion Passed: Move that the Weston Board of Education approve the updates to Policy and Regulation 1331, Use of Video Monitoring Devices and Video Recordings; passed with a motion by Taffy Miller and a second by Ruby Hedge.

7 Yeas - 0 Nays.

VI.A.3. Second Reading of Policy and Regulation 5131.2, Video and Audio Recording On School Buses

Discussion:

Dr. McKersie provided a second reading of Policy and Regulation 5131.2, Video and Audio Recording on School Buses.

Motion Passed: Move that the Weston Board of Education approve the updates to Policy and Regulation 5131.2, Video and Audio Recording On School Buses; passed with a motion by Melissa Walker and a second by Ruby Hedge.

7 Yeas - 0 Nays.

VII. SUPERINTENDENT'S REPORT

VII.A. District Update

Discussion:

Dr. McKersie mentioned that typically in August, the Board and Administration look at goals and action plans for the upcoming school year, however all energies are focused on the opening of school and will look towards September/October for the goal setting and action plans meeting to be scheduled. The District is actively working on hiring for current personnel openings.

The Board and Administration will look to schedule a Board Workshop on racial equality and social justice when the District plans for the fall have been decided.

VIII. COMMITTEE REPORTS

VIII.A. Communications Committee

VIII.B. Curriculum Committee

VIII.C. Facilities Committee

VIII.D. Finance Committee

VIII.E. Policy Committee

VIII.F. Negotiations Committee

VIII.G. CES

VIII.H. CABE

VIII.I. Weston Education Foundation

IX. NEXT SCHEDULED MEETINGS OF THE BOARD OF EDUCATION

IX.A. Regular Session on August 24, 2020 at 6:00 p.m.

IX.B. Review of Pending Agenda Items for Next Meeting

X. ADJOURNMENT

Discussion:

The meeting adjourned at 9:16 p.m.

Motion Passed: passed with a motion by Ruby Hedge and a second by Gina Albert.

7 Yeas - 0 Nays.

Chairperson

Superintendent

Board of Education Regular Meeting

August 10, 2020 4:00 PM

Via Zoom *Members of the public can view the meeting by watching the live stream on the WPS YouTube channel. Please view the Google Calendar on the District website for link and agenda. <https://www.youtube.com/channel/UCfiS5TdWMMVozkWFY1FS3knw/live>

Attendance Taken at 4:00 PM:

Present Board Members:

- Anthony Pesco
- Melissa Walker
- Ruby Hedge
- Gina Albert
- Taffy Miller
- Hillary Koyner
- Victor Escandon

I. Review and Vote on Possible Delay to First Day of School Due to Aftermath of Tropical Storm Isaiah

Discussion:

Dr. McKersie spoke regarding his two-page memo, explaining the rationale for starting school for students five days later, with a start date of Tuesday, September 8. Since the storm hit on Tuesday, Weston was hard hit and lack of electricity and cell service has caused a tremendous disconnect in the preparation time teachers and staff need in order to start the new year.

WTA President Mr. Pregman, Police Chief Henion, Weston Emergency Operations Center and school administrators approve the change as all Town resources have been busy dealing with issues related to the storm.

Dr. McKersie mentioned that the hope is for any future school cancellation days due to weather, where power is not affected, that the State would allow these days to be counted as distance learning, making use of everything we have put in place since last March.

Motion Passed: Move that the Weston Board of Education change the official start date of school to Tuesday, September 8; passed with a motion by Taffy Miller and a second by Victor Escandon.

7 Yeas - 0 Nays.

After the vote, the Board spoke amongst themselves as to the timing of the next BOE Special Meeting. It was determined that they wanted one more day, giving time for more people to have the opportunity to view the meeting. The meeting will be moved to Wednesday, August 12 at 6:00 p.m.

With a motion by Ms. Miller, second by Ms. Albert, the meeting was adjourned at 4:18 p.m.

Chairperson

Superintendent

Board of Education Executive Session

August 24, 2020 8:00 AM

Via Zoom

Attendance Taken at 8:00 AM:

Present Board Members:

Anthony Pesco
Melissa Walker
Ruby Hedge
Gina Albert
Taffy Miller
Hillary Koyner
Victor Escandon

1. Personnel Matter: Discussion and Review of Superintendent's Employment Contract

Upon a MOTION by Dr. Pesco, second by Ms. Hedge, the Board entered Executive Session at 8:00 a.m. for the discussion and review of the Superintendent's employment contract.

Upon a MOTION by Ms. Hedge, second by Dr. Pesco, Executive Session adjourned at 9:00 a.m.

Chairperson

Superintendent

Board of Education Regular Meeting

August 25, 2020 6:06 PM

Via Zoom

*Members of the public can view the meeting by watching the live stream on the WPS YouTube channel. Please view the Google Calendar on the District website for link and agenda.

Attendance Taken at 6:06 PM:

Present Board Members:

Anthony Pesco
Melissa Walker
Ruby Hedge
Gina Albert
Taffy Miller
Hillary Koyner
Victor Escandon

I. CALL TO ORDER, VERIFICATION OF QUORUM

II. PLEDGE OF ALLEGIANCE

Discussion:

Before continuing with the agenda, Dr. Pesco read the following:

"We wanted to start this meeting by thanking the community and the staff of the Weston Public Schools during these incredibly challenging times. State and federal guidance has been very slow at times, while at other times come suddenly and unexpectedly causing us to change course mid-stream.

Our staff's flexibility and understanding have been critical to our success in developing our plans. We have communicated with the town and staff as best we can, while continuing to plan for an unprecedented fall reopening. We recognize that the speed and substance of the information was dissatisfying to some of you at various points and for this we appreciate your patience. As we moved to building level communication by the principals and their staff last week, we are confident that most of the questions and concerns have been or will be addressed.

We recognize that these are significant decisions that will impact each of you professionally, educationally, economically, and emotionally. With that being said, there is no solution that will make every Weston resident or staff perfectly happy. We need to strike a balance between public health and education and we believe our hybrid model accomplishes this. Our Board and administration have worked tirelessly to develop and implement curriculum with appropriate social distancing and remote learning components. It has been a monumental task and Weston administrators and staff have been working around the clock.

Teachers are the backbone of this district and what makes Weston an incredible place to live and educate our children. There has been considerable press across the state about how teachers have not been included in the reopening process. Teachers have been included in this fall reopening process. Two teachers have been on the reopening task force from the very beginning several months ago as well as two additional teachers per building assigned to work at each building with the administration to address building-specific reopening

plans. In addition, the CILs have been actively involved in designing the curriculum. We are also working with the WTA in addressing their concerns that were brought to the board on August 12.

We feel this has been a good balance of input without being too large of a group to inhibit critical work getting accomplished, however, there is always room for improvement and we continue to strive for that. This will only work if we all work together, board, administration, staff, parents and student. We look forward to a successful reopening under the hybrid model, and seeing our staff and students reunited in person from 6 feet away!"

The Board echoed Dr. Pesco's comments and asked for anyone with questions, please ask a Board Member and that collaboration and communication will be a big part of this school year.

III. APPROVAL OF MINUTES

Motion Passed: Move that the Weston Board of Education approve the minutes from the June 15, 2020 Board of Education meeting; passed with a motion by Gina Albert and a second by Melissa Walker.

7 Yeas - 0 Nays.

IV. PUBLIC COMMENT - *Members of the public can view the meeting by watching the live stream on the WPS YouTube channel. Please view the Google Calendar on the District website for the link to the agenda, YouTube live stream link and link to the Public Comment Form.

Discussion:

Public Comment: Gregg and Jenn Haythorn, 6 Winthrop Hill

Thanks to all the Board members and Administrators for your continued efforts at a safe reopening. As a result of your hard work, we are very hopeful for the coming school year.

Please address the following this evening for the following agenda items:

1. Weekly enrollment update: In addition to the number of new and pending student registrations in Snapshot, please advise on the number of anticipated net students "withdrawn" for any reason including home schooling (if any). And as of this evening, the total number of students that have opted out for VDL.

2. Spring Closure Savings Final Accounting and Transfers / "Non-Lapsing" Account: Please advise on the implications of the non-lapsing account mechanism relative to the State of CT MBR legislation.

a. Please update also on the credits from vendors still pending to the District that are in addition to the now \$777,000 identified net closure savings realized this past Spring.

3. SPED TRANSPORTATION COST: Given last year's significant cost overrun, please provide an update on corrective solutions for the coming year, and projected full year SPED transport expense.

4. Additional Teacher Hiring: Please share the Board's analysis of the pros and cons of hiring additional teachers for classrooms that will be more than "half-empty" relative to traditional class size guidelines, versus the benefits and risks of strategically relaxing those class size guidelines temporarily on a trial basis while in hybrid operating mode.

5. COVID EMERGENCY FUNDING: In additional to the \$401,343 in emergency funds already committed to Weston, please share the maximum funding calculated by the District Central Office for which Weston will ultimately be eligible from all qualifying programs. In other words, how much has Weston been denied that it has applied for (if anything) and have we begun the appeal or resubmission process? And how much more is the District pursuing in additional funding from these and other programs, such as FEMA?

Thank you again. Great work.

V. NEW BUSINESS

V.A. Resignations

V.A.1. Acceptance of the Resignation of Rachel Scandura, WHS Speech and Language Pathologist

Motion Passed: Move that the Weston Board of Education accept the resignation of Rachel Scandura, WHS Speech and Language Pathologist; passed with a motion by Gina Albert and a second by Ms. Hillary Koyner.

6 Yeas - 0 Nays - 1 Abstained.

V.B. FY 20 Year End Financial Update and Approval of Transfers

Discussion:

Mr. Cross presented the end of the FY 20 Financial Update and Approval of Transfers.

Motion Passed: Move that the Weston Board of Education approve the FY 2020 year-end financial update and the approval of transfers; passed with a motion by Gina Albert and a second by Taffy Miller.

7 Yeas - 0 Nays.

V.C. FY 2021 COVID-19 Financial Impact

Discussion:

Mr. Cross is requesting that an above targeted FY 20 balance of \$177,568 be placed in a non-lapsing account. This is something that has not been done in Weston before, however, based on potential unanticipated expenses this year due to COVID-19, he believes this would be wise.

Mr. Cross spoke about the financial impact COVID-19 has already had on the budget. Some increases of the FY 21 budget are cleaning costs of facilities, summer curriculum planning, "toolkits" for teachers and overall health and safety PPE products.

V.D. ADDED AGENDA ITEM: Weston High School Student Parking Fees

Discussion:

Ms. Wolak and the Board discussed the parking fees for students at Weston High School. All thought that lowering the parking fees per semester, given that the school is operating in the hybrid scenario at the moment, was appropriate.

Motion Passed: Move that the Weston Board of Education approve the reduction for FY 21 only of the Weston High School Student Parking to \$50 per semester; passed with a motion by Gina Albert and a second by Ruby Hedge.

7 Yeas - 0 Nays.

V.E. Discussion and Possible Vote on Establishing Non-Lapsing Account

Motion Passed: Move that the Weston Board of Education recommend to the Weston Board of Selectmen and Weston Board of Finance the establishment of a non-lapsing account; passed with a motion by Gina Albert and a second by Ms. Hillary Koyner.

7 Yeas - 0 Nays.

V.F. Weekly Enrollment Update

Discussion:

Dr. McKersie updated the Board as to where the District's enrollment was as of August 21, 2020.

V.G. Discussion and Possible Addition of a First Grade Section Based on Current Enrollment Trend

Discussion:

Based on the enrollment trend and the class size guidelines, the Administration asked the Board for the addition of a First Grade section.

Motion Passed: Move that the Weston Board of Education approve the addition of one First Grade section based on current enrollment; passed with a motion by Gina Albert and a second by Taffy Miller.

7 Yeas - 0 Nays.

V.H. Fall 2020 Reopening Update

Discussion:

Weston High School Athletic Director, Mr. Berkowitz, updated the Board on fall athletics. Football has been meeting with cohorts of 10 and only meeting for 60 minutes per day, with 30 minutes for conditioning and 30 minutes for skills work. October games may be possible but he is awaiting more information at the State level.

Dr. Craw mentioned that we have 12 new hires and will have New Teacher Orientation on Friday, August 28. There will be five teacher days for professional development, which will include curriculum work, professional growth and technology training.

All schools will be having two different "Meet the Admins" Zoom meetings for new families as well as for staff.

Dr. McKersie is working on compiling a digital health and safety manual, having a single location to find all the important information that has been provided amongst many documents over the past few months. A draft will be shared with all four principals, assistant principals, Weston Teachers' Association President Doug Pregman and the teacher representatives from each school.

Ms. Edwards updated the Board on the updated guidance from the State and the plans for each special education student. Each student's needs to be reviewed regarding how WPS will provide services that have been outlined within their IEPs. Ms. Edwards will be scheduling roundtables with parents in the future and has actively been answering many questions that have been submitted by staff.

VI. SUPERINTENDENT'S REPORT

VI.A. District Update

VII. COMMITTEE REPORTS

VII.A. Communications Committee

VII.B. Curriculum Committee

VII.C. Facilities Committee

Discussion:

The Phase 2 Facilities Plan has moved to the Town and through their internal processes and expects an update from the Chair/Vice-Chair in September.

VII.D. Finance Committee

Discussion:

FY 2021 budget recap and budget planning for FY 2022 needs to be put on the schedule for review.

VII.E. Policy Committee

VII.F. Negotiations Committee

VII.G. CES

VII.H. CABE

VII.I. Weston Education Foundation

VIII. NEXT SCHEDULED MEETINGS OF THE BOARD OF EDUCATION

VIII.A. Regular Session on September 21, 2020 at 7:00 p.m., Weston Middle School Library Media Center

Discussion:

The date for the monthly BOE meeting may be moved to September 22.

Dr. Pesco mentioned that the Board is looking to hold the September monthly Board Meeting back in the Weston Middle School Library, operating similarly to the mode in which the District is operating. Only the Board and members of Cabinet would be allowed in the building, social distancing at six feet apart. Members of the public would be able to view the meeting via live stream on the District's YouTube channel and participate in Public Comment via the Google Form.

VIII.B. Review of Pending Agenda Items for Next Meeting

IX. ADJOURNMENT

Discussion:

The meeting was adjourned at 9:14 p.m.

Motion Passed: passed with a motion by Ruby Hedge and a second by Taffy Miller.

7 Yeas - 0 Nays.

Chairperson

Superintendent

Weston Board of Education Executive Session

September 21, 2020 11:00 AM

Via Zoom

Attendance Taken at 11:04 AM:

Present Board Members:

Anthony Pesco
Melissa Walker
Ruby Hedge
Taffy Miller
Hillary Koyner
Victor Escandon

Absent Board Members:

Gina Albert

Others:

William McKersie
Kenneth Craw
Phillip Cross
Jessica Richmond Smith, Shipman & Goodwin (left meeting at 12:33 p.m.)

1. Discussion of Confidential Information Set Forth in Records Related to Collective Bargaining Strategy

Upon a MOTION by Dr. Pesco, second by Ms. Hedge, the Board entered Executive Session at 11:04 a.m. to discuss confidential information set forth in records related to collective bargaining strategy.

The Board invited Dr. McKersie, Dr. Craw and Ms. Richmond-Smith to join the Board for the discussion. Ms. Richmond-Smith left the meeting at 12:33 p.m.

Upon a MOTION by Ms. Miller, second by Ms. Walker, Executive Session adjourned at 12:37 p.m.

Chairperson

Superintendent

WESTON BOARD OF EDUCATION

Weston, CT

Meeting Date: September 22, 2020

Information Only

Action Requested

Agenda Item Subject: Fall 2020 Reopening update

Submitted by: William McKersie

Document Summary/Purpose and/or Recommended Action:

Update will be given verbally by Ken Craw, Dan DiVito, Phil Cross, Tracy Edwards, and the Principals. Attached is the most recent memo that Bill had sent to staff and families about the next step.

For more Board of Education Meeting and Committee Meeting Information, visit:
<https://meeting.cabe.org/public/Agency.aspx?PublicAgencyID=47&AgencyTypeID=1>

Weston Public Schools



WILLIAM S. McKERSIE, PH.D.
williammckersie@westonps.org

Superintendent of Schools
24 School Road
Weston, Connecticut 06883-1699

Telephone: (203) 291-1401
FAX: (203) 291-1415

September 18, 2020

TO: WPS Families & Staff
FROM: William S. McKersie, Ph.D., Superintendent
RE: Reviewing the WPS Scenario for Schooling

As we bring to a close our second week of school, I write with a big thank you to WPS staff, students and families. We successfully reopened school--for in-person and remote students--with many examples of "the magic of education in Weston." At the same time, given our deep dedication to always improving, each staff member sees ways for us to do better. The Leadership Team appreciates the suggestions from staff, students and families.

In announcing our Reopening Scenario (Hybrid Early Dismissal, with Voluntary Distance Learning) in early August, we said that a shift to Hybrid Full Day would be carefully considered as we approached early October. All staff and families should know that, even while busily opening school these two weeks, we have begun reviewing the possibility of shifting to Hybrid Full Day. Discussions have involved the Leadership Team, teachers, the Fall 2020 Task Force, BOE Committees and the full BOE. Indeed, a major agenda item at the September 22 BOE Meeting will be a review of the opening and discussions of plans for modifying the WPS Scenario for Schooling.

In all discussions, we are analyzing how we are doing in four broad categories, each of which has been fundamental to our planning and implementation within the context of the COVID-19 pandemic:

1. DPH/CSDE Metrics on COVID-19 Spread, which are available at the following Portal and updated weekly (<https://data.ct.gov/stories/s/CT-School-Reopening/ddy2-ijgu/>);
2. Success at implementing Mitigating Strategies (Masks/Face Coverings, Social Distancing, Hand Sanitation, Facility Cleanliness & Upkeep, and Monitoring of Staff/Student Health);
3. Progress on Academic Growth (observational from school administrators and teachers);
4. Progress on Social-Emotional Learning (observational from school administrators and teachers).

Guiding our analysis and planning is a focus on quality, not quantity. That is, regardless of the Scenario or the extent of instructional time, we have to ensure that teaching and learning is of high quality. We already know that we have three interrelated tasks to advance the quality of students' educational experiences, whether we are in our Early Dismissal or Full Day Hybrid:

1. Increasing synchronous time between teachers and students, so that teachers are able to connect well with students in real time whether in-person or remote.
2. Tightening the coupling between the in-school and remote sequence within the Hybrid (that is, doing better at having the Blue or Gold in-school day advance academic growth and social-emotional learning on the Blue or Gold remote day, and vice versa).
3. Improving our Voluntary Distance Learning Program for students K-5.

The next two weeks will be marked by intensive reviews of potentially shifting from Hybrid Early Dismissal to Hybrid Full Day. Part of the reviews will entail monitoring how area districts are managing possible shifts within their Hybrid models, including the several that intend to transition some grades to a full, normal day of schooling.

Please look for regular updates (districtwide and school specific) over the next two weeks as we work to ensure Weston maximizes our three big priorities: Student and Staff Health, Academic Growth, and Social-Emotional Learning.

Be well.

WESTON BOARD OF EDUCATION

Weston, CT

Meeting Date: September 22, 2020

Information Only

Action Requested

Agenda Item Subject: WPS BOE-WTA Memorandum of Understanding for Fall 2020 Reopening

Submitted by: William McKersie

Document Summary/Purpose and/or Recommended Action:

The BOE and WTA secured a Memorandum of Understanding on August 28, 2020 regarding the Fall 2020 Reopening of school. The BOE Negotiations Committee (Tony Pesco, Melissa Walker and Gina Albert) will explain how the MOU emerged and its final version. Bill McKersie, Ken Craw and Phil Cross can speak to the initial stages of implementation of the MOU.

A copy of the Memorandum of Understanding is attached.

For more Board of Education Meeting and Committee Meeting Information, visit:
<https://meeting.cabe.org/public/Agency.aspx?PublicAgencyID=47&AgencyTypeID=1>

JOINT PUBLIC STATEMENT

The Weston Board of Education and the Weston Teachers' Association are pleased to announce that we have reached an agreement on a memorandum outlining our common understandings related to the reopening of school this fall.

The Board of Education and the Administration have been committed to effective communication with the Association, the teachers it represents and the entire school community. In reaching this agreement, we confirmed that good communication between and among the Board of Education, the Administration and the Association is essential to our ongoing collaboration on these important issues.

We, and the entire school community, have planned extensively for the reopening of schools. Detailed information about our planning efforts is available on the WPS COVID-19 Resource Webpage. The Board and the Association join in our commitment to ensure that the Weston Public Schools have a healthy and safe opening for the new school year.

MEMORANDUM OF AGREEMENT
BETWEEN
WESTON BOARD OF EDUCATION
AND
WESTON TEACHERS ASSOCIATION

The Weston Board of Education; (the "Board") and the Weston Teachers Association (the "Association") hereby enter into the following Memorandum of Agreement ("MOA") regarding remote work due to school closures, hybrid work week models, and/or other such work arrangements related to COVID-19 working conditions for the July 1, 2020 – June 30, 2021 work year only:

1. The parties understand and acknowledge that, during the 2020-2021 work year, the schools may be closed for an unknown period of time, and during a period in which school otherwise would have been in session, for reasons related to COVID-19, and that such closure(s) may be directed by the Board and/or the Superintendent, or by an authority outside the District.
2. The parties understand and acknowledge that, during the 2020-2021 work year, the Board may require hybrid work weeks and/or other work arrangements for reasons related to COVID-19, and that such work arrangements may be directed by the Board and/or the Superintendent, or by an authority outside the District.
3. In the event of remote work due to school closures, a hybrid work week model, and/or other such work arrangements during the 2020-2021 work year, each member of the bargaining unit shall, if so directed by the Superintendent and/or his designee(s) (the "Administration"), perform work as described in this Memorandum of Agreement in accordance with past practices and with the parties' collective bargaining agreement (CBA) except as modified by this Memorandum of Agreement.
4. The Association shall be given at least two Association appointed representatives on any committees designated for the purpose of reopening schools and/or distance learning.

5. The Board and the Association shall consider family care (child care, elder care etc.) issues for bargaining unit members on a case-by-case basis in accordance with Federal, state, and local laws as well as the CBA.
6. As determined by the District in consultation with local health officials, school buildings may be open to bargaining unit members during remote work due to school closures. Administration shall notify bargaining unit members if buildings are open. Bargaining unit members who are comfortable reporting to an open school building during a school closure may perform remote work or other work as necessary to fulfill job responsibilities in the building according to the hours set forth in the collective bargaining agreement.
7. Bargaining unit members who are assigned to in-person instruction, hybrid instruction and/or required to perform work from a remote location shall be required to be available to students and parents during the teacher work day and otherwise in accordance with past practice, except for when it is the bargaining unit member's prep time or lunch.
8. Bargaining unit members shall be provided with appropriate technology (such as, computers, doc cams) for the purpose of remote work as such work may be necessary. Bargaining unit members with wifi issues in such circumstances may request a loan of a district hotspot as such equipment may be available.
9. Bargaining unit members working from a remote location shall be available to students and parents through existing district-based electronic platforms, including but not limited to email, Zoom, Seesaw, Canvas, Google classroom or telephone. In no event shall teachers be required to use personal cell phones or other personal electronic devices for communication with students and parents. Teachers will check their email or education platform regularly during the work day. Teachers will speak with students or parents/guardians as appropriate.
10. Live streaming from classrooms or teacher homes to students participating remotely will be used to implement interactive learning as directed by the Board, subject to the following:
 - a. It is only to be used during the COVID-19 health crisis.
 - b. The teacher will not be responsible for any claims of privacy violations (including FERPA) solely attributable to live streaming.
 - c. The Board will inform parents/guardians and students that they are

- not permitted to record live streamed lesson except when such recordings are a necessary accommodation in accordance with Section 504 and IDEA implemented in consultation with the affected teacher.
- d. IT issues that go beyond established expectations for a teacher will not be the teacher's responsibility, but will be directed to the district's IT personnel.
 - e. The parties understand that teachers must exercise their professional discretion subject to Administrative oversight. When teaching via webcam, the teacher will not be expected to be in camera view for the entire length of the class.
 - f. When the district is operating under the hybrid model, classroom teachers shall make assignments to all of their students, whether learning in -person or remote, in the same manner as occurs in a traditional classroom setting, including differentiated instruction and accommodations for students with special needs. Teachers shall not be expected to present a different curriculum to students learning remotely. Should the model change, the parties shall revisit this provision.
11. In the event a bargaining unit member requires absence from work responsibilities during remote work due to school closure, the hybrid work week model, and/or during other such work arrangements, the bargaining unit member shall report such absences through normal means and the contractual requirements and restrictions relating to such absences shall apply.
12. Any bargaining unit member who, as a result of a school or district COVID event (1) is required to quarantine by the state or local health department or Weston public schools as a result of a school or district positive COVID test or must be absent from work due to illness from COVID-19, and (2) cannot work from a remote location, shall be placed on paid administrative leave and shall not be required to utilize contractual leave provisions.

In addition, bargaining unit members may apply for leave in accordance with and subject to the limitations of the provisions of either the Families First Coronavirus Response Act or the Family and Medical Leave Act, if eligible. These provisions are without prejudice to requests for leave in accordance with the collective bargaining agreement.

Bargaining unit members who are at increased risk of severe illness from COVID-19 as set forth in Centers for Disease Control and Prevention (CDC) guidance, or who reside with someone who is at increased risk of severe illness from COVID-19 as set forth in CDC guidance, may submit an accommodation and/or leave request to the Director of Human Resources and General Administration, who shall consider the applicant's eligibility any such accommodation and/or leave in accordance with applicable law and any applicable provisions of the collective bargaining agreement. The Board and the Association shall consider family care (child care, elder care etc.) issues for bargaining unit members on a case-by-case basis in accordance with applicable Federal, state, and local laws, as well as any applicable provisions of the collective bargaining agreement.

13. All days of remote work due to school closure, the hybrid work week model, and/or other such work arrangements, shall be applied to the teacher work year as outlined in the collective bargaining agreement between the Board and the Association.
14. Bargaining unit members required to learn new technology, curriculum, teaching methods, or otherwise prepare for remote work due to school closure, a hybrid work week model, or other such work arrangement shall be afforded professional development time.
15. Parent conferences, back-to-school night, open house, and similar activities shall only occur from a remote work location and during the timeframes as set forth in the collective bargaining agreement and/or in accordance with existing past practices between the parties. New student orientation and "meet the teacher" meetings will be conducted in-person as all health and safety protocols will be followed.
16. All meetings involving bargaining unit members shall occur utilizing remote technology unless all applicable social distancing protocols, as set forth by CDC social distancing guidelines and state and local regulations can be followed. The request of any bargaining unit member who is not comfortable attending in-person meetings to attend all meetings from a remote location shall be considered on a case-by-case basis.
17. Only after all other options have been exhausted shall a bargaining unit member be required to teach a number of students greater due to COVID-19 work arrangements than those currently in existence per past practice between the Board and the Association.

18. Only after all other options have been exhausted shall a bargaining unit member be required to perform direct or indirect instruction of another bargaining unit member for whom they would not normally have daily responsibility. In all situations safety and distancing protocols will be followed.
19. Masks will be provided to teachers upon request. All other Personal Protective Equipment (PPE) required by the state of CT, local health department, municipality, or BOE shall be provided by the BOE. Teachers shall not be required to reuse PPE beyond guidance recommended by the Center for Disease Control (CDC), state, federal and/or local authorities.
20. All classrooms shall be provided sanitizing and disinfecting supplies as recommended by CDC.
21. Bargaining unit members shall not be required to do daily cleaning of classrooms and/or equipment. Teachers are expected to wipe down their work spaces. The Board will provide the materials for teachers to do so.
22. Bargaining unit members shall not be required to organize, pack or distribute materials from students' desks, cubbies, and/or lockers. Teachers who do so will be provided additional PPE as may be requested.
23. Bargaining unit members shall not be responsible for taking students' temperatures.
24. Pre-School and SPED teachers shall be provided additional PPE (such as gloves, gowns, scrubs, special masks). Protocols at each school level will be established for the enforcement of student PPE compliance.
25. Bargaining unit members shall be compensated their full salaries, including instructional stipend positions, in accordance with the provisions of the collective bargaining agreement between the Board and the Association. Stipends for coaching and advising other student activities shall be paid only if such sports or other activities are held, and such stipends shall be prorated on a monthly basis depending on how long such sports or other activities occur.-
26. The parties understand and acknowledge that on August 11, 2020, the State Department of Education issued a plan regarding flexibilities for implementing the CT Guidelines for Educator Evaluation 2017 for the 2020-21 school year only. The PDEC Committee and the Superintendent shall meet to discuss the adoption of the maximum flexibilities allowable. Should

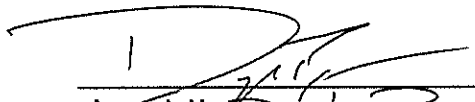
the PDEC and the Superintendent agree to adopt such flexibilities, they shall notify the Bureau of Educator Effectiveness and Professional Learning by October 1, 2020.

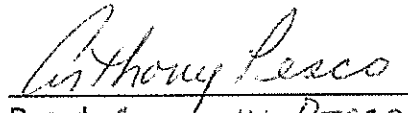
27. All provisions of the collective bargaining agreement between the Board and the Association shall remain in effect except to the extent such provisions have been modified by this Agreement.

28. Notwithstanding the foregoing, the Board and the Association agree that they may revisit the terms of this Memorandum of Agreement in the future if circumstances related to COVID-19 and/or its impact on the District change or otherwise evolve following the execution of this Agreement by both parties.

29. This Memorandum of Agreement shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this Agreement.

30. This Agreement shall terminate either upon the end of the COVID-19 health emergency as determined by the Board in consultation with public health officials or June 30, 2021, whichever is earlier.


 Association Douglas Freeman
 Date 9/1/2020


 Board ANTHONY PESCO
 Date 9/1/20

WESTON BOARD OF EDUCATION

Weston, CT

Meeting Date: September 22, 2020

Information Only

Action Requested

Agenda Item Subject: 2020-21 Enrollment & Voluntary Distance Learning Update

Submitted by: William McKersie

Document Summary/Purpose and/or Recommended Action:

Weekly Enrollment Update

Attached is the **Sixth** weekly Enrollment Update for 2020-21 -- for the week ending **9.18.20**. These typically are shared via email on a weekly basis with the Board of Education.

Overall enrollment has settled down to a level close to last year. As of 9.18.20, we are nine students (0.40%) ahead of last year's enrollment (2251 versus 2260). We are reversing multi-year declines, but the growth is lower than expected from earlier weekly updates, for instance 36 students (9.4.20) and 70 students (8.28.20). We intend to review the reason for the lower rate of increase.

Enrollment growth is being pushed across multiple grades. Even with the lower rate of increase, growth in multiple cohorts between 2019 and 2020 is driving enrollment.

Section size and counts are safe. The likely volatility of staff availability due to COVID-19 makes it essential that we have ample student: teacher ratios as we start the school year.

Projection accuracy by Milone & MacBroom is approaching its norm. As of 9.18.20, we are 13 students ahead of the projection (2260 actual versus 2247 projected)--a 0.58% differential. Milone & MacBroom typically has been well within one percent of projection (last year it was a 0.50 percent differential).

Voluntary Distance Learning Count

Attached is the count for **Voluntary Distance Learning** as of 9.18.20. We have 341 students (15.0%) districtwide opting for Voluntary Distance Learning. This is a decrease from 343 on 9.11.20 and 362 on 9.8.20. The proportion still varies across schools: 68 students (8%) at WHS; 94 students (17%) at WMS; 112 students (23%) at WIS; and 67 students (17%) at HES.

For more Board of Education Meeting and Committee Meeting Information, visit:
<https://meeting.cabe.org/public/Agency.aspx?PublicAgencyID=47&AgencyTypeID=1>

**Detailed Information on Enrollment for Weston Public Schools 20-21
as of 9-18-20**

Incoming Grade	Confirmed Enrollment as of 10-1-19	Enrollment as of 9-18-20	Pending in Infosnap 9-18-20	Total 20-21 as of 9-18-20	Milone & Macbroom Projected Enrollment 20-21	Number of Sections 20-21 Section Added to Grade 1 on 8-25-20	Average Class Size Based on Enrollment as of 9-18-20 (Total/Section)	Enrollment as of 8-28-20	Pending in Infosnap 8-28-20
K	129	121	2	123	120	7	17.6	126	2
1	118	142	0	142	144	8	17.8	141	3
2	135	131	1	132	124	6	22.0	134	1
3	160	145	1	146	144	7	20.9	151	4
4	168	177	2	179	169	8	22.4	177	3
5	169	172	0	172	174	8	21.5	179	6
6	191	172	0	172	178	NA		181	0
7	186	190	0	190	194	NA		191	0
8	203	196	0	196	189	NA		195	0
9	195	201	0	201	206	NA		210	2
10	207	194	0	194	194	NA		196	0
11	205	209	0	209	206	NA		208	3
12	185	204	0	204	205	NA		208	0
TOTAL	2251	2254	6	2260	2247			2297	22

PK 3	7	7	0	7	NA	NA	NA
PK 4	20	16	0	16	NA	NA	NA

Notes:

* Enrollment remains fluid and is not final. **Additional updates will be provided every Friday through the start of school.**

**New students to the District are categorized as "pending" in Infosnap until all required documentation is received.

Most students in Infosnap will transition to confirmed enrollment.

Open Choice students are added in August. Number of new students will be added based upon request and class sizes.

8-25-20 Additional section in Grade 1 added.

Class Size Guidelines (Per BOE):

K-1: Up to 20 Students Per Class

2-5: 20-24 Students Per Class

**Voluntary Distance Learning Opt-In
as of September 18, 2020**

Grade	# of Students for Voluntary Distance Learning	Total by School for Voluntary Distance Learning	PS + IS Enrollment as of 9-18-20	P+ IS Total Student Enrollment by School as of 9-18-20	% VDL by Class Size as of 9-18-20
PK	5 (not included below)	PK @ HES: 5 (not included below)			
K	21		123		17.1%
1	28		142		19.7%
2	18	HES: 67 (16.9% total population)	132	397	13.6%
	67				
3	26		146		17.8%
4	45		179		25.1%
5	41	WIS: 112 (22.5% total population)	172	497	23.8%
	112				
6	27		172		15.7%
7	32		190		16.8%
8	35	WMS: 94 (16.8% total population)	196	558	17.9%
	94				
9	20		201		10.0%
10	16		194		8.2%
11	16		209		7.7%
12	16	WHS: 68 (8.4% total population)	204	808	7.8%
	68				

341 (15.1% Total Population VDL Opt-In)

2260

WESTON BOARD OF EDUCATION

Weston, CT

Meeting Date: September 22, 2020

Information Only

Action Requested

Agenda Item Subject: Review and Ratification of WPS-WPD MOU for the SRO Program

Submitted by: William McKersie

Document Summary/Purpose and/or Recommended Action:

The WPS-WPD have a *Memorandum of Understanding* for the School Resource Officer Program. The current MOU was adopted at the September 23, 2019 BOE Meeting. It is a three-year agreement, which is reviewed and ratified by the BOE in the fall of each school year. A copy of the MOU is attached.

The WPS administration and WPD leadership recommend that the MOU be ratified for an additional year. Chief Henion and Captain Brodacki will participate in the September 22, 2020 BOE Meeting to provide a verbal update on the SRO Program and answer questions.

For more Board of Education Meeting and Committee Meeting Information, visit:
<https://meeting.cabe.org/public/Agency.aspx?PublicAgencyID=47&AgencyTypeID=1>

Weston Public Schools



Agreement Between the Weston Police Department and the Weston Public Schools for The School Resource Officer Program

This agreement made and entered into this **23rd day of September 2019** by and between the Weston Police Department and Weston Public Schools (“Agreement”).

It is the intention of the Weston Police Department and Weston Public Schools to work together to provide a safe and healthy school environment for students, staff, faculty, and visitors.

Goals and Objectives

- Establish a positive working relationship between the police and the schools in a cooperative effort to maintain a safe, drug free, and secure school environment that is conducive to learning and to student development;
- Promote positive attitudes regarding the role of police in our community.

Term of Agreement

The initial term of this Agreement shall be for three (3) years (“Initial Term”) commencing on the date upon which both parties have executed this Agreement (“Effective Date “). Prior to each anniversary of the Effective Date, the Board of Education and the Weston Board of Police Commissioners (hereinafter “the Police Commission”) may vote to extend this Agreement for an additional one (1) year beyond the Initial Term and any extension thereof approved in accordance with this section. Such vote may occur prior to each anniversary of the Effective Date. Absent such action by the Board of Education and the Police Commission, this Agreement shall terminate at the conclusion of the Initial Term and any extension thereof approved in accordance with this section.

Assignment of School Resource Officer

The Weston Police Department agrees to provide two (2) School Resource Officers (hereinafter, “the SROs”) to Weston Public Schools.

The Chief of Police (hereinafter “the Chief”) shall assign and or hire Weston Police officers to assume the roles and responsibilities of the SROs, subject to the approval of the Police Commission and the School Superintendent (hereinafter “the Superintendent”), which approval shall not unreasonably be withheld.

It is the responsibility of the SROs to notify the Superintendent and school principals of their work schedules each month. Such schedule shall be determined by and between the Chief and the assigned officer's union.

SROs shall remain employees of the Weston Police Department and shall not be employees of Weston Public Schools. Weston Public Schools acknowledges that the SROs will remain responsive to the command of the Weston Police Department.

Duties of the School Resource Officer

- Assist the Superintendent, principals, other administrators, faculty, and staff in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on school grounds.
- Present topics to students on various law enforcement/safety issues.
- Contact the principal of the school about any juvenile delinquency, incidents, charges, and arrests at that school within a timely manner.
- Take law enforcement action when necessary.
- Conduct investigations of crimes that occur at any school and use other resources if needed for follow up investigations.
- Follow the guidelines of case law, Board of Education policy, Weston Public Schools administrative regulations, and the Weston Police Department general orders in regards to investigations, interviews and searches relating to juveniles and other students.
- Assist the Superintendent, principals, other administrators, faculty, and staff in enforcing the Board of Education policies, administrative regulations, and other school rules in order to maintain a safe learning environment. When it pertains to preventing a disruption that would, if ignored, place students, faculty and/or staff at risk of harm, the SROs will resolve the problem to preserve the school climate. IN ALL OTHER CASES, student discipline is Weston Public Schools' responsibility, and the SROs will intervene and take students who violate Board of Education policies, administrative regulations, and other school rules to the office of the principal where school discipline can be meted out by the principal or other appropriate administrators.
- Coordinate and communicate with Weston Public Schools security personnel.

Facilities and Equipment

The Board of Education shall provide to the full time SROs the following materials and facilities, which are deemed necessary to the performance of the SROs:

- Access to an air-conditioned and properly lighted private office containing a telephone line to be used for general business purposes;
- A desk with drawers, a chair and filing drawers;
- Access to a computer terminal or computer hookup.

The Weston Police Department will supply the SROs with the usual and customary office supplies and forms required for the performance of their duties.

Dismissal of a School Resource Officer

Upon receipt of written documentation from the Superintendent of Weston Public Schools to the Chief of any concerns that an SRO is not effectively performing his or her duties and responsibilities, the Weston Police Department may dismiss or reassign that SRO based upon the Weston Police Department's rules, regulations, general orders, and the terms of the collective bargaining agreement with its officers, after consideration of the Superintendent's concerns and documentation.

The Weston Police Department and Weston Public Schools agree to provide their employees with training relative to this Agreement and its purpose. The parties also agree to maintain regular and open communication to evaluate the effect of this Agreement and suggest improvements and adjustments that may be necessary.

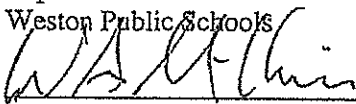
This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms. It may be modified in writing by consent of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

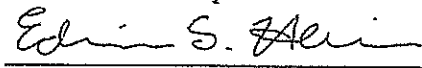
Superintendent

Weston Public Schools



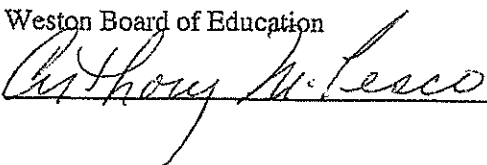
Chief of Police

Weston Police Department




Chair

Weston Board of Education



Chair

Weston Board of Police Commissioners



Weston Public Schools



Agreement Between the Weston Police Department and the Weston Public Schools for The School Resource Officer Program

This agreement made and entered into this **23rd day of September 2019** by and between the Weston Police Department and Weston Public Schools (“Agreement”).

It is the intention of the Weston Police Department and Weston Public Schools to work together to provide a safe and healthy school environment for students, staff, faculty, and visitors.

Goals and Objectives

- Establish a positive working relationship between the police and the schools in a cooperative effort to maintain a safe, drug free, and secure school environment that is conducive to learning and to student development;
- Promote positive attitudes regarding the role of police in our community.

Term of Agreement

The initial term of this Agreement shall be for three (3) years (“Initial Term”) commencing on the date upon which both parties have executed this Agreement (“Effective Date”). Prior to each anniversary of the Effective Date, the Board of Education and the Weston Board of Police Commissioners (hereinafter “the Police Commission”) may vote to extend this Agreement for an additional one (1) year beyond the Initial Term and any extension thereof approved in accordance with this section. Such vote may occur prior to each anniversary of the Effective Date. Absent such action by the Board of Education and the Police Commission, this Agreement shall terminate at the conclusion of the Initial Term and any extension thereof approved in accordance with this section.

Assignment of School Resource Officer

The Weston Police Department agrees to provide two (2) School Resource Officers (hereinafter, “the SROs”) to Weston Public Schools.

The Chief of Police (hereinafter “the Chief”) shall assign and or hire Weston Police officers to assume the roles and responsibilities of the SROs, subject to the approval of the Police Commission and the School Superintendent (hereinafter “the Superintendent”), which approval shall not unreasonably be withheld.

It is the responsibility of the SROs to notify the Superintendent and school principals of their work schedules each month. Such schedule shall be determined by and between the Chief and the assigned officer's union.

SROs shall remain employees of the Weston Police Department and shall not be employees of Weston Public Schools. Weston Public Schools acknowledges that the SROs will remain responsive to the command of the Weston Police Department.

Duties of the School Resource Officer

- Assist the Superintendent, principals, other administrators, faculty, and staff in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on school grounds.
- Present topics to students on various law enforcement/safety issues.
- Contact the principal of the school about any juvenile delinquency, incidents, charges, and arrests at that school within a timely manner.
- Take law enforcement action when necessary.
- Conduct investigations of crimes that occur at any school and use other resources if needed for follow up investigations.
- Follow the guidelines of case law, Board of Education policy, Weston Public Schools administrative regulations, and the Weston Police Department general orders in regards to investigations, interviews and searches relating to juveniles and other students.
- Assist the Superintendent, principals, other administrators, faculty, and staff in enforcing the Board of Education policies, administrative regulations, and other school rules in order to maintain a safe learning environment. When it pertains to preventing a disruption that would, if ignored, place students, faculty and/or staff at risk of harm, the SROs will resolve the problem to preserve the school climate. IN ALL OTHER CASES, student discipline is Weston Public Schools' responsibility, and the SROs will intervene and take students who violate Board of Education policies, administrative regulations, and other school rules to the office of the principal where school discipline can be meted out by the principal or other appropriate administrators.
- Coordinate and communicate with Weston Public Schools security personnel.

Facilities and Equipment

The Board of Education shall provide to the full time SROs the following materials and facilities, which are deemed necessary to the performance of the SROs:

- Access to an air-conditioned and properly lighted private office containing a telephone line to be used for general business purposes;
- A desk with drawers, a chair and filing drawers;
- Access to a computer terminal or computer hookup.

The Weston Police Department will supply the SROs with the usual and customary office supplies and forms required for the performance of their duties.

Dismissal of a School Resource Officer

Upon receipt of written documentation from the Superintendent of Weston Public Schools to the Chief of any concerns that an SRO is not effectively performing his or her duties and responsibilities, the Weston Police Department may dismiss or reassign that SRO based upon the Weston Police Department's rules, regulations, general orders, and the terms of the collective bargaining agreement with its officers, after consideration of the Superintendent's concerns and documentation.

The Weston Police Department and Weston Public Schools agree to provide their employees with training relative to this Agreement and its purpose. The parties also agree to maintain regular and open communication to evaluate the effect of this Agreement and suggest improvements and adjustments that may be necessary.

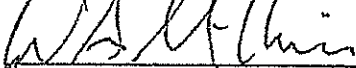
This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms. It may be modified in writing by consent of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

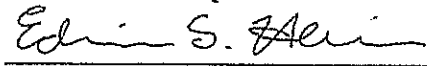
Superintendent

Weston Public Schools



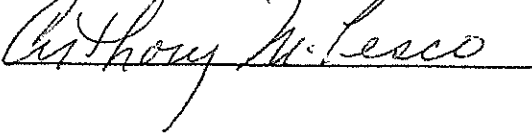
Chief of Police

Weston Police Department



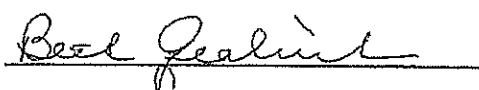
Chair

Weston Board of Education



Chair

Weston Board of Police Commissioners



WESTON BOARD OF EDUCATION

Weston, CT

Meeting Date: September 22, 2020

Information Only

Action Requested

Agenda Item Subject: AFSCME 2020-2023 Tentative Agreement Review and Vote

Submitted by: William McKersie

Document Summary/Purpose and/or Recommended Action:

The Weston Board of Education Negotiations Committee reached a Tentative Agreement with AFSCME (Local 1303-110, Council #4) on September 9, 2020 for a new three-year contract (July 1, 2020- June 20, 2023). The Tentative Agreement now is presented to the full Board of Education for review and ratification. A copy of the signed Tentative Agreement is attached.

As a point of information, AFSCME voted to ratify the contract on Thursday, September 17, 2020.

For more Board of Education Meeting and Committee Meeting Information, visit:
<https://meeting.cabe.org/public/Agency.aspx?PublicAgencyID=47&AgencyTypeID=1>

Weston Board of Education
Local 1303-110, Council #4 (AFSCME)
September 2, 2020

TENTATIVE AGREEMENT

Subject to ratification by both parties

(~~strikethrough~~ signifies deletions; *bolded italics* signifies additions)

1. Amend Section 1.0 of ARTICLE I, RECOGNITION, as follows:
 - 1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in respect to wages, hours and other conditions of employment for all regular full-time and regular part-time non-certified employees in the custodial department, maintenance department, office personnel (administrative assistants, clerks, aides), ~~instructional~~ *para educators*, non-instructional aides, computer and library technicians, school health assistants, nurses, and security specialists; excluding the supervisor of building and grounds; administrative assistant(s) to the Superintendent, the director of finance and operations, the director of digital learning and innovation, the director of facilities, the assistant superintendent, the director of human resources, and the director of pupil personnel services; the finance coordinator; the payroll coordinator; the purchasing coordinator; the food service bookkeeper; the staff accountant; the student activities bookkeeper; the school bookkeeper; the accounts receivable/accounts payable coordinator; the energy education coordinator; the transportation coordinator; the network administrator; the district data coordinator; the systems administrator, the district-wide school security coordinator, all other central office employees, the nurse supervisor; supervisors within the meaning of the Municipal Employees Relations Act (MERA); all employees working less than twenty (20) hours per week; and all employees outside the scope of MERA.

2. Amend ARTICLE II, UNION SECURITY, as follows:
 - 2.0 *The Board agrees to deduct from the paycheck of each employee who is a member of the Union and who has voluntarily signed an authorized payroll deduction card a sum certified in writing by an authorized official of the Union as the amount for monthly Union dues. Such authorization shall be delivered to the Board and shall continue in effect until revoked by the employee by written notice to the Union and the Union has notified the Board by written notice that the employee no longer desires to be a member of the Union. These deductions shall be made on dates agreed to by the Board and the Union and sent directly to the Union office. Other payroll*

~~deductions may be provided for, as agreed in cooperation with the Superintendent or designee(s). All employees in the bargaining unit shall, as a condition of employment, become members of the Union in good standing, or pay a service fee for the duration of this Agreement or any extension thereof, within thirty (30) days of the employee's date of hire or the effective date of this Agreement, whichever is later. Employees may discontinue membership in the Union at any time but shall, as a condition of continued employment, pay a service fee. Said fee shall be no greater than the existing Union dues and shall be an amount determined by the Union in accordance with applicable law.~~

~~2.1 The Board agrees to deduct dues or service fees as noted above from an employee's pay upon receipt of a signed authorization card by the employee involved.~~

~~2.2 Deductions will be made on one (1) payday of each month, as determined by the Board, and transmitted to a person designated in writing by the Union not later than ten (10) days following the deduction. The Board shall deduct dues and service fees in the amount certified in writing by a duly designated officer of the Union as the dues payable under the constitution and bylaws of the Union.~~

~~2.31 The Union agrees to indemnify and hold the Board harmless against any and all claims, demands suits or other forms of liability that shall or may arise out of, or by reason of, actions taken by the Board for the purpose of complying with the provisions of this article.~~

3. Amend Section 3.12 of ARTICLE III, HOURS OF WORK AND OVERTIME, as follows:

3.12 The language of this section will supersede the Memorandum of Understanding between the parties ratified by the Board on May 15, 2017:

1. In accordance *with Section 3.7 above of this Article III*. . . .

[RETAIN EXISTING LANGUAGE]

11. Notwithstanding the foregoing, the provisions of ~~Article III, Section 3.7 of the Contract~~ *Section 3.7 of this Article III* remain in force. Further, the Board reserves its rights to use outside services to perform specialized projects and functions in keeping with past practice.

12. An employee will be considered unavailable for overtime when they are on an approved vacation and during any contiguous holiday or weekend. Unavailability for this reason shall not be considered a "failure to accept

overtime” as that terminology is used in ~~Article III, Section 3.7 of the Contract~~ **Section 3.7 of this Article III**. Notwithstanding the foregoing, this Section shall not amend the language of ~~Article III, Section 3.8~~ **Section 3.8 of this Article III** (re: call backs).

4. Add a new section, Section 3.13, to ARTICLE III, HOURS OF WORK AND OVERTIME, as follows:

3.13 The language in this section will supersede Paragraph 6 of the Memorandum of Understanding between the parties ratified by the Board on May 20, 2019.

1. Members of the bargaining group who work in either the Information Technology (“IT”) or Facilities Departments may be given the option of accepting compensatory time or overtime pay for overtime assignments. Overtime pay and compensatory time shall be calculated according to the provisions of this Article III.

2. For the purposes of this Section 3.13, the positions in the IT and Facilities Departments are as follows:

- ***Computer Technician A***
- ***Computer Maintenance Technician – System***
- ***Custodian/Groundskeeper***
- ***Lead Custodian***
- ***Head Custodian (Elementary)***
- ***Head Custodian (Secondary)***
- ***Working Grounds Foreperson***
- ***Maintenance***
- ***Electrician***
- ***Utility Systems Mechanic***
- ***Lead Maintenance***

3. If the Board offers the option described in Paragraph 1 above, the Board shall ask the employee whether he/she wishes to be paid at the applicable overtime rate or earn compensatory time at the applicable rate under this Article III or as otherwise required by applicable law (e.g., one and one-half hours of compensatory time for each hour of overtime work). Employees shall not be required to accept compensatory time in lieu of overtime pay.

4. For any particular overtime assignment, the Board reserves the right to offer overtime work in return for overtime pay only. The Board shall not be required to offer compensatory time in lieu of overtime pay.

5. Use of compensatory time will be subject to approval under the same approval process used for vacation time as stated in Article IX and subject to the requirements of applicable law.

6. In the event that a particular employee has not used compensatory time within twelve (12) calendar months of it having been earned, such employee shall be paid for that unused compensatory time. Such unused compensatory time shall be paid at the hourly rate in effect during the contract year in which the compensatory time was earned or as otherwise required by applicable law (e.g., compensatory time earned for all hours worked in excess of forty (40) hours in one (1) week shall be paid at the regular rate earned by the employee at the time the employee receives such payment).

5. Amend ARTICLE VII, HEALTH AND LIFE INSURANCE, and Appendix C, as follows:

ARTICLE VII
HEALTH AND LIFE INSURANCE

7.0 All eligible employees and their families shall be provided with medical insurance, including riders currently provided, for health and medical benefits. Except as provided below, each eligible employee and his or her eligible dependents will participate in a High Deductible Health Insurance Plan with Health Savings Account (HD-HSA) with a combined in-network deductible of \$2,000/\$4,000, of which the Board will contribute sixty-five percent (65%) effective July 1, 2015. Effective July 1, 2016, the Board will contribute sixty-percent (60%) of the in-network deductible for all job classifications listed in Article XVII Sections 17.0, 17.1, and 17.2 in two equal installments. Effective July 1, 2016, the Board will contribute fifty-five percent (55%) of the in-network deductible for all job classifications listed in Article XVII Sections 17.3 and 17.4 in two equal installments. In order to be eligible for the HD-HSA plan each employee must make a premium cost contribution through payroll deductions as noted in Section 7.4 below.

7.1 HRA. Employees who are not eligible for the HD-HSA can participate in an HRA with the same terms as the HD-HSA except as otherwise provided by law. Employer funding to the HRA shall include a rollover feature allowing any unused HD-HSA deductible funds to be rolled over up to the amount of the deductible.

Employees who are eligible for the HD-HSA may also choose instead to participate in an HRA with the same terms as the HD-HSA except as provided by law. In the event that such an employee chooses an HRA, the Board's contribution to the deductible will be governed by the terms of Section 7.0 above and Appendix C except as otherwise provided by law. However, the Board's contribution toward the deductible will be made on the first business day of July.

- 7.2 The Board shall provide dental insurance with an annual calendar year maximum of \$1500 for all staff and their dependents. The amount of coverage will be as follows:

Diagnostic and Preventative Services	100%
Basic Service	80%
Major Service	50%

The employee dental insurance contribution shall be equal to the HD-HSA percentage of contribution as stated in Section 7.4 below.

- 7.3 The Board shall provide life insurance for employees with premiums paid by the Board, in the amount of \$10,000 or the employee's annual salary, whichever is greater.

- 7.4 The premium cost sharing for participating employees is as follows:

HD-HSA

Employees' rate of contribution to the HD-HSA for individual, two (2) persons, and family coverage shall be as follows:

- a. ~~13.5% of applicable plan cost.~~ ***2020-2021: 13.5% of applicable plan cost commencing July 1, 2020.***
 - b. ***2021-2022: 13.5% of applicable plan cost commencing July 1, 2021.***
 - c. ***2022-2023: 13.5% of applicable plan cost commencing July 1, 2022.***
- 7.5 To be eligible to receive these benefits, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his or her share of the cost of benefits set forth above. Each employee will be informed of the amount of the increase in writing prior to the first or any revised deduction. An employee may forego or withdraw from full coverage rather than pay his or her share of

the cost of benefits. An employee who forgoes or withdraws from full coverage rather than pay his or her share of the cost of benefits must satisfy any existing reentry conditions or limitations of the plan.

- 7.6 Basic provisions of the *HD-HSA* insurance plan are described in Appendix C.
- 7.7 The Board shall have the right, upon thirty (30) days prior notice to the Union, to change carriers and/or administrators so long as equivalent coverage is maintained.
- 7.8 For employees hired prior to July 1, 2004, the Board shall provide and pay 35% of the premium costs for the health insurance benefits specified in Sections 7.0, 7.1, and 7.2 of this Article for all employees who retire under the provisions of Article VI (Pensions) with a combination of age + service years equal to a numerical sum of 70 and who are immediately eligible to receive benefits from the pension plan at the time of retirement. However, the Board will provide this benefit only until the retiree reaches age 65. The benefit described in this paragraph will only be available to those Eligible Employees who retire prior to December 22, 2016.

Employees hired subsequent to July 1, 2004, are covered by MERF Plan B as listed in Article VI only.

- 7.9 As used in this Article, “premium cost” shall mean the “projected cost” for self-funded plans and the premium cost for fully funded plans.
- 7.10 *Subject to the conditions set forth below, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for medical benefits in lieu of the medical benefits described in Sections 7.0, 7.1, and 7.4 of this Article VII and in Appendix C. Dental benefits (including employee premium cost sharing for such dental benefits) shall continue as currently provided in this Agreement. The medical plan benefits shall be as set forth in the SPP effective on July 1, 2018, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP. A summary of the benefits of the SPP shall be set forth for informational purposes in Appendix D, provided that the actual benefit shall be determined in accordance with the SPP.*

a. The premium rates shall be set by the SPP.

b. The employee percentage share of such premium cost shall be as follows:

July 1, 2020 through July 1, 2021: 13.5%

July 1, 2021 through July 1, 2022: 13.5%

July 1, 2022 through July 1, 2023: 13.5%

c. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.

d. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b)(1) as to the sole issue of medical insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to medical insurance plan design and funding, premium cost share and/or introduction of an additional optional medical insurance plan; and/or

ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to

affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein.

Reopener negotiations shall be limited to medical insurance plan design and funding, premium cost share and/or introduction of an additional optional medical insurance plan; and/or

iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to medical insurance plan design and funding, premium cost share and/or introduction of an additional optional medical insurance plan.

e. In any negotiations triggered under subparagraph d above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Sections 7.0, 7.1, and 7.4 of this Article VII and in Appendix C to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in medical insurance plan design outside of the SPP;*
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.*

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

~~7.1011~~ *The In the event the parties shall establish a Health Insurance Issues Study Committee ("the Committee"), the Committee shall be composed of three (3) members appointed by the Superintendent and of three (3) members appointed by the Chairperson/President of the Union, and co-chaired by the Superintendent or designee Director of Human Resources/Internal Counsel and the Chairperson/President of the Union. The charge of the Committee shall be to study and report back to the Board and the Union on current developments in employer-provided health insurance plans, including alternative delivery models (e.g., private exchanges, public exchanges) as may be permitted by law. The Committee shall commence its work no later than June 2, 2016, and it shall report back to the Board and the Union no later than October 15, 2016.* Establishment of such Committee is subject to the exclusion of the Committee's proceedings from the requirements of the Freedom of Information Act.

Subject to agreement between the Board and the other bargaining groups, the Committee will include an equal number of members from each bargaining group and will be co-chaired by the ~~Director of Human Resources/Internal Counsel~~ *Superintendent or designee* and the Chairperson/President of each union.

6. Amend Section 8.0 of ARTICLE VIII, LEAVES OF ABSENCE, as follows:

8.0 Sick leave shall be defined as an employee's absence from duty with pay for reasons of personal illness or injury which renders the employee unable to work, except where such illness or injury arises in the course of employment by an employer other than the Board or where such illness or injury is compensable under State law. Except as provided in the third sentence of the second paragraph of Article IV, Section 4.1, each eligible employee will be granted five (5) sick days at the beginning of each fiscal year (July 1). Sick leave shall be earned by each employee at the rate of one and one-quarter (1-1/4) days per month of annual service to an annual maximum total of ten (10) additional sick days. The yearly accrued maximum will not exceed fifteen (15) days. Non-fifty-two (52) week employees will earn a pro-rated maximum total based upon the full year (52 week) maximum of fifteen (15) days. Sick leave not used in any year shall be accumulated to a maximum of ~~one hundred (100)~~ *one hundred forty (140)* days. Upon application, the Board may, in its sole discretion, grant additional sick leave days to any employee who has accumulated ~~one hundred (100)~~ *one hundred forty (140)* sick days and who has an extended illness or injury that exceeds ~~one hundred (100)~~ *one hundred forty (140)* working days.

For employees hired ~~prior to~~ *on or before June 30, 2012*, ~~July 1, 1994,~~ upon termination after three (3) years of continuous employment, for any

~~reason other than discharge, the employee shall receive the accumulated sick leave days in a lump sum payment to a maximum of forty (40) days. In the event of the death of an employee who has been employed by the Board for at least three (3) continuous years, the family or the estate of the individual shall receive the accumulated sick leave as a lump sum payment.~~

~~For employees hired to commence work on or after July 1, 1994 and on or before June 30, 2012, upon termination after six (6) years of continuous employment, for any reason other than discharge, the employee shall receive the accumulated sick leave days in a lump-sum payment to a maximum of forty (40) days. In the event of the death of an employee *hired on or before June 30, 2012* who has been employed by the Board for at least fifteen (15) years, the family or the estate of the individual shall receive the accumulated sick leave as a lump-sum payment.~~

Employees hired on or after July 1, 2012 shall not be entitled to receive payment for accumulated sick days.

Employees may use up to five (5) of their sick leave days accrued during the contract year for family illnesses. Family shall be defined as: spouses, relatives or other persons living in the same household, and parents.

Employees shall continue to have access to sick time in one quarter (1/4), one half (1/2), three quarter (3/4) and full day (1) increments.

7. Amend Section 8.1 of ARTICLE VIII, LEAVES OF ABSENCES, as follows:

8.1. Regularly employed personnel ~~hired prior to July 1, 1987~~ will be accorded two (2) personal leave days per calendar year for pressing personal reasons that cannot be conducted outside of the regular workday. Application for such leave must be made as far in advance as is possible and shall be in writing to the Superintendent or his/her designee. Employees must include a reason for personal leave requests for time taken on or after May 1st of each contract year. Such leave shall be granted in whole or half-day increments, and it must be approved in advance by the Superintendent or his/her designee in a timely manner. Time off under this Section shall be with full pay. ~~Regularly employed personnel hired on or after July 1, 1987 will be accorded one two (2) personal leave days per calendar year for pressing personal reasons that cannot be conducted outside of the regular workday. For all employees, o~~ One (1) unused personal day may be carried over each year to a maximum accumulation of three (3) days. Under this Section, absence for personal reasons shall not be granted for the day immediately preceding or following any holiday or vacation day listed in the school calendar unless approved by the Superintendent or his/her designee in his/her sole

judgment and shall be requested in writing on an application filed with him/her at least one (1) calendar week in advance of the day requested. Upon the prior approval of the Superintendent, employees shall be allowed up to two (2) days with pay per year for the observance of religious holidays when these days come on a scheduled school day.

8. Amend Section 8.4 of ARTICLE VIII, LEAVES OF ABSENCE, as follows:

8.4 For those employees hired prior to July 1, 1987, the Board shall, for a period not to exceed fifty two (52) weeks, supplement workers' compensation for employees injured on the job as a result of an injury determined under the Workers' Compensation Act to have been a job-related injury by the difference between workers' compensation and their normal weekly earnings, excluding overtime and premium pay. Employees hired on or after July 1, 1987 shall receive the supplemental benefits of this Article for a period not to exceed ~~thirty-nine (39)~~ **twenty-six (26)** weeks.

9. Amend Section 9.1 of ARTICLE IX, VACATIONS, as follows:

9.1 All vacations are subject to the written approval of the school administrator and the Superintendent of Schools or his/her designee. Approval of requested vacations shall be based upon the best interests of the Weston school system. Vacations shall be taken only during times specifically approved by the Superintendent of Schools or his/her designee. Vacations shall not be capriciously or arbitrarily denied. All requests for vacations during the months of July and August shall be made no later than ~~May~~ **April 30** and shall be acted upon by the Superintendent of Schools or his/her designee no later than **ten (10) working days from the date of submission unless good cause exists for delay.** ~~May 31.~~ All other requests for vacation shall be made no later than **twenty one (21)** ~~forty-five (45)~~ days in advance of the requested vacation and shall be acted upon by the Superintendent of Schools or his/her designee no later than **ten (10) working days from the date of submission unless good cause exists for delay.** ~~thirty (30) days in advance of the requested vacation.~~ The Superintendent of Schools shall designate consecutive weeks, normally during the months of July and August or during school vacations, as the vacation period for all employees eligible for vacation benefits under this Agreement. If conflicts exist concerning vacation, seniority within the building shall take preference. If conflict exists concerning vacation for custodial, maintenance, and grounds employees, seniority within the district shall take preference. The foregoing schedules may be modified by the Superintendent or his/her designee if operational needs require, or in case of compelling personal hardship.

10. Move Section 12.2 of ARTICLE XII, MISCELLANEOUS, to a new section, Section 14.17, under ARTICLE XIV, WAGES, and renumber the successive sections of ARTICLE XII accordingly. The following provision will be moved as described herein: "Employees who work a second shift which is scheduled to begin after 2:30 p.m. shall receive an hourly night-shift differential of fifty cents (\$.50) per hour."
11. Amend Section 14.2 of ARTICLE XIV, WAGES, and APPENDIX B, WAGE SCHEDULE, as follows:

On July 1, ~~2017~~ **2020**, the wage scale set forth in Appendix B for the listed job classifications in Appendix A shall become effective for all employees covered by this Agreement through June 30, ~~2020~~ **2023** without change. The parties shall negotiate over changes in Appendix B in accordance with statute for the period commencing July 1, ~~2020~~ **2023**. General wage increases for the duration of the contract are as follows:

2017-18	2.5%	2018-19	2.25%	2019-20	2.25%
2020-2021	1.9% (retroactive to July 1, 2020 for active employees only)				
2021-2022	2.0%	2022-2023	2.0%		

12. Amend Section 14.6 of ARTICLE XIV, WAGES, as follows:
 - 14.6 The Lead Security Specialist and Utility System Mechanic are district-wide positions, which provide a salary differential of 10.0% of the pay Grade and Step commensurate to the individuals occupying the positions. ***Effective August 23, 2019, the salary differential for the Lead Security Specialist is 12.5%. This amount These amounts*** shall be added to the employees' base salaries, but shall not be used to calculate overtime rate.
13. Amend Section 14.12 of ARTICLE XIV, WAGES, as follows:
 - 14.12 Bargaining unit members who are administratively assigned to cover a teacher's class shall be paid a \$9.00 per class period stipend in addition to their regular hourly rate. Effective July 1, 2016, bargaining unit members who are administratively assigned to cover a teacher's class shall be paid a \$12.00 per class period stipend in addition to their regular hourly rate. ***Effective July 1, 2020, bargaining unit members who are administratively assigned to cover a teacher's class shall be paid a \$15.00 per class period stipend in addition to their regular hourly rate.***

For the purposes of Section 14.12, a class period shall be defined as forty-five (45) minutes to one (1) hour. In cases where traditional periods do not apply to the instructional duties being covered, a class period shall mean forty-five (45) minutes. Classroom coverage of less than forty-five (45) minutes shall be paid at a rate of \$5.00 per abbreviated class. Effective July 1, 2016, classroom coverage of less than forty-five (45) minutes shall be paid at a rate of \$8.00 per abbreviated class. *Effective July 1, 2020, classroom coverage of less than forty-five (45) minutes shall be paid at a rate of \$10.00 per abbreviated class.*

Bargaining unit members are to submit such class period coverage on their bi-weekly timesheet. Substitute assignments must be verified by the building administration.

14. Amend Section 14.14 of ARTICLE XIV, WAGES, as follows:

14.14 This Section will supersede the Memorandum of Understanding between the Board and the Union and ratified by the Board on December 19, 2011 *and Paragraph 3 of the Memorandum of Understanding between the Board and the Union ratified by the Board on May 20, 2019.*

Based on a specialized medical, physical or educational need of a student provided with specialized services, a special education paraprofessional may need to: (a) receive specialized training or (b) utilize specialized training already obtained by the paraprofessional, to provide specialized services as directed in the student's IEP.

When specialized services for students are required as stated in this Section, and a ~~paraprofessional~~ *para educator* requires additional training, the Director of Pupil Personnel Services, when necessary and appropriate, shall ~~authorize~~ *cause such training to be provided* for a special education ~~paraprofessional~~ *para educator* at the Board's expense in order to provide the services identified in the IEP.

Special education ~~paraprofessionals~~ *para educators* who utilize training they have already obtained as described above must provide documentation of their training to the Director of Pupil Services.

Special education ~~paraprofessionals~~ *para educators* who receive the training described herein, or who have already received such training, and are required to provide the services identified in the IEP will be compensated as follows:

- (a) ~~Paraprofessionals~~ *Para educators* providing ABA discrete trials involving the collection of data will be paid an annual stipend of

\$2,000 for the duration of the services. Effective July 1, 2016, this stipend shall be \$2,240.

(b) Paraprofessionals *Para educators* providing high intensity specialized physical assistance (toileting, oral-motor feeding, or heavy positioning of student from one piece of equipment to another) will be paid an annual stipend of \$1,500 for the duration of the services. This stipend will not be paid for toileting for students under the age of seven (7). Effective July 1, 2016, this stipend will be \$1,680. *Effective July 1, 2020, para educators who, as part of their normal duties, provide any of the following high intensity specialized physical assistance services (the "Assistance Services"):*

- i. consistent, daily, and pervasive personal hygiene care outside of what is developmentally appropriate for a student including toileting and diapering;*
- ii. feeding;*
- iii. oral-motor manipulation; and/or*
- iv. heavy positioning of student from one piece of equipment to another*

will be paid an annual stipend of \$1,680 for the duration of the Assistance Services. Para educators who consistently provide three or more of the Assistance Services will be paid an additional annual stipend of \$500.00 for the duration of the Assistance Services.

(c) Paraprofessionals *Para educators* providing individual student job coaching services off campus will be paid an annual stipend of \$800.00 for the duration of the services. This stipend will not be prorated in the event that the services cannot be performed on a given day due to weather-related cancellations.

(d) *In recognition of the need for the continued education and training of para educators assigned by the administration to work with students who have a Behavior Intervention Plan that includes management strategies for target behaviors that could pose imminent safety risks to the student and/or others, para educators with such assignments will be paid an annual stipend of \$2,000 for the duration of such assignment. The stipend will be prorated to reflect the length of the assignment if such assignment is for less than one (1) school year. To be eligible to receive the stipend, the assigned para educator must have completed and maintained physical management training provided by the Board and must have been*

assigned to the student with the Behavior Intervention Plan for a period of no fewer than twenty (20) school days in the school year in which the stipend would be paid.

(e) In recognition of the need for the continued education and training of para educators assigned to be members of a crisis intervention team, para educators with such assignments will be paid an annual stipend of \$500.00. In recognition of the potential for increased risk of injury to para educators who administer physical restraint and/or seclusion, crisis intervention team members who have, consistent with applicable law, administered physical restraint and/or seclusion more than 10 times in a given school year will be paid an additional stipend of \$500.00 at the end of such school year.

. . . . [RETAIN EXISTING LANGUAGE]

15. Amend Section 15.1 of ARTICLE XV, MANAGEMENT RIGHTS, as follows:

15.1 The Board reserves the right to contract with other persons or entities with respect to the provision of cafeteria or transportation services performed by members of the bargaining unit, ***and for the purpose of installation, modifications, maintenance, and grounds keeping of the athletic fields under the control of the Board.*** Further, the Board reserves the right to continue to utilize the services of other persons or entities to perform cleaning services outside of school hours. The Board will furnish advance written notice of intention to contract to the Union and shall offer to engage in negotiations over the impact of such contracting out upon bargaining unit members to the extent required by law.

16. Amend Sections 17.1 and 17.3 of ARTICLE XVII, EMPLOYMENT YEAR, as follows:

17.1 Less Than Twelve (12) Month Administrative Employees: The employment year for Computer Maintenance Technician, High School Data Technician, High School Administrative Assistant, High School Pupil Services Administrative Assistant, Middle School Pupil Services Administrative Assistant, ***Athletic Department Administrative Assistant***, Computer Technician A, and ***Registrar -- Technician WHS*** ~~Computer Technician B~~ employees shall normally consist of at least two hundred (200) days, exclusive of holidays, normally commencing no earlier than August 15 and normally ending on June 30, provided that this will not be construed to be a guarantee of or a limitation upon the number of days in the scheduled employment year. The calendar specifying the workdays for these employees shall be established by the Superintendent or his/her

designee.

17.3 Twelve (12) Month Administrative Employees: The normal employment year for Principal's Administrative Assistants, ~~the Athletic Department Administrative Assistant,~~ ~~and Registrar~~ ~~employees~~ and Computer System Maintenance Technician, shall normally consist of at least two hundred sixty (260) days, inclusive of holidays and vacations as provided in Articles V and IX, provided that this will not be construed to be a guarantee of or limitation upon the number of days in the scheduled employment year.

17. Amend Section 18.0 of ARTICLE XVIII, DURATION, as follows:

The provisions of this Agreement shall be effective July 1, ~~2015~~2020, and shall continue in full force and effect until June 30, ~~2017~~ 2023 or any extension thereof. Negotiations for a successor agreement shall commence in accordance with applicable law.

18. Reclassify the position, "Registrar -- Technician WHS" from Grade IVb to Grade III.

19. Eliminate the position of HVAC Plant Mechanic.

20. Amend Appendix A as follows:

a. Remove the position entitled, "Library/Technician WHS."

b. Remove the position entitled, "HVAC Plant Mechanic."

c. Remove the position entitled, "Computer Technician B/Data Center."

d. Remove the position entitled, "District Data Technician."

e. Add the position entitled, "Para educator -- Library," which position is that of the para educator assigned to the library. Such position shall be compensated at Grade III.

f. Provide for an increase in salary differential for the Lead Security Specialist from 10.0% to 12.5%.

g. Reclassify the position, "Registrar -- Technician WHS" from Grade IVb to Grade III.

h. Change the position title, "Athletic Administrative Assistant" to "Athletic Department Administrative Assistant."

21. Retain Appendix C for reference. Add as Appendix D a summary of the benefits of the SPP.
22. The Memorandum of Understanding regarding health insurance signed by the parties in April 2018 shall terminate and have no further force or effect.
23. The Memorandum of Understanding signed by the parties in June of 2019 regarding the salary differential for the Lead Security Specialist shall terminate and have no further force or effect.
24. Paragraphs 1, 2, 3, 4, 5, and 6 of the Memorandum of Understanding ratified by the Board on May 20, 2019 shall terminate and have no further force or effect.
25. Paragraph 2 of the Memorandum of Understanding ratified by the Board on May 20, 2019 shall be amended as follows:

Effective July 1, 2020, the Board will add and fill an additional groundskeeper/custodian position increasing the total number of groundskeepers from two (2) to three (3) (in addition to the Working Grounds Foreperson). The Board agrees to maintain at least three (3) grounds keeping positions through June 30, ~~2023~~ 2021.

26. Replace all references to “paraprofessional(s)” with “para educator(s)”.
27. Update all dates as necessary and mutually agreed by the parties.
28. Enter into the Memorandum of Agreement attached hereto as Exhibit A.
29. Enter into the Memorandum of Agreement attached hereto as Exhibit B.
30. All proposals not addressed herein are hereby withdrawn.

FOR THE BOARD

FOR THE UNION

By ANTHONY PESCO
 By Anthony Pesco 7/1/20
 Date

Robert Montecari
[Signature]
 Date 7/7/2020

EXHIBIT A

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter "MOA") is made by and between the Weston Board of Education (the "Board") and Local 1303-110 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (the "Union"), both of which are sometimes hereinafter referred to as "the parties."

WHEREAS, the Board and the Union are parties to a collective bargaining agreement (the "CBA") covering the period July 1, 2020 through June 30, 2023 (the "Term"); and

WHEREAS, Section 14.1 of Article XIV of the CBA ("Section 14.1") provides, in relevant part:

The parties shall endeavor to update job descriptions during the term of the contract at the request of the local Union president. Such discussions shall be with the president and a bargaining unit member selected by the Union, who may be from the department to be discussed, who shall meet at no loss of pay during the regular work hours with administrator(s) selected by management.;

and

WHEREAS, the parties wish to memorialize their agreement reached in the recently-concluded negotiations between the Board and the Union regarding the process for endeavoring to update job descriptions during the Term in accordance with Section 14.1.

NOW THEREFORE, the parties hereby agree as follows:

1. During the Term, the Union may select a maximum of three (3) job descriptions that it wishes to review with the administration (the "Job Descriptions"). Any Job Description that is reviewed in accordance with this MOA during the Term shall not be reviewed again during the Term.
2. The Union may, at its election, meet with the Superintendent or designee(s) on a maximum of three (3) separate occasions during the Term to review one (1) Job Description per meeting (the "Review Meetings"). There shall be no more than two (2) Review Meetings in any single year of the Term.
3. The purpose of the Review Meetings is to review the selected Job Description to determine if there are any discrepancies between the Job Description and the qualifications for, essential functions of, and/or duties actually performed

by the employee in the position. Any updates that the Superintendent or designee(s) makes to any Job Description shall be by mutual agreement of the parties. Any update(s) to which the parties cannot mutually agree shall revert to the current language in the Job Description (*i.e.*, changes, additions, and/or deletions not mutually agreed shall not be made).

4. The procedure for the Review Meetings shall be as follows:
 - (a) The Union president shall notify the Superintendent in writing via e-mail of the Union's request to hold a Review Meeting, identifying the Job Description that will be reviewed during the Review Meeting.
 - (b) Upon receiving notification of the request in 4(a), the Superintendent or designee shall schedule the Review Meeting with the Union president and one (1) bargaining unit member selected by the Union. The Superintendent or designee may include additional administrators in the Review Meeting. The Review Meeting shall occur during regular work hours on a date selected by the Superintendent or designee in consultation with the Union president, with no loss of pay to the employee attendees.
 - (c) Each Review Meeting shall last for as long as the Union wishes to meet up to a cap of two (2) hours, unless the Superintendent or designee(s) agrees to extend the length of the Review Meeting.
5. The parties expressly agree that nothing in this MOA shall change or supersede Section 14.1 except as expressly provided herein. The parties agree that per Section 14.1, "[a]ll jobs have been classified in their appropriate grades as a result of negotiations" and that "grades and rates of pay . . . have been prepared and established and are in effect for all present jobs." For the avoidance of doubt, the Review Meetings shall not be used as opportunities for the Union to seek a change in the grade and/or rate of pay of any bargaining unit position.
6. The Union understands and agrees that any action by the Board or its designee(s) concerning this MOA and/or its implementation (including, without limitation, disagreements regarding any updates to any Job Description) shall not be subject to the grievance procedure in the CBA.
7. The terms set forth in this MOA shall not establish a practice or precedent in any respect, and this MOA shall not be cited in any future proceedings, including contract negotiations or any grievance proceedings, except as may be necessary to enforce the provisions of this MOA.

8. This MOA shall sunset and shall have no further force or effect when the CBA expires on June 30, 2023.

FOR THE BOARD

FOR THE UNION

By Anthony Pecco 9/9/20
Date

By [Signature] 9/9/2020
Date

EXHIBIT B

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter “MOA”) is made by and between the Weston Board of Education (the “Board”) and Local 1303-110 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (the “Union”), both of which are sometimes hereinafter referred to as “the parties.”

WHEREAS, the Board and the Union are parties to a collective bargaining agreement covering the period July 1, 2020 through June 30, 2023 (the “CBA”); and

WHEREAS, the parties recognize these are unprecedented times due to the COVID-19 pandemic health emergency (the “Pandemic”) and the Board requires flexibility to address the Board’s increased cleaning needs related to the Pandemic; and

WHEREAS, the parties wish to memorialize their agreement reached in the recently-concluded negotiations between the Board and the Union regarding the Board’s right to contract out custodial services to address certain Pandemic-related cleaning needs.

NOW THEREFORE, the parties hereby agree as follows:

1. During the 2020-2021 school year, the Board shall have the right to contract out custodial services that are traditionally performed by bargaining unit members to address the Board’s increased cleaning needs related to the Pandemic. Any such contracting out will not result in the layoff or supplanting of existing bargaining unit members or positions.
2. This MOA shall satisfy any obligation the Board may have to negotiate further with the Union over the effects of its decision to exercise the right to contract out custodial services in accordance with this MOA.

3. This MOA shall sunset and shall have no further force or effect at the end of the 2020-2021 school year. Notwithstanding the foregoing, in the event the Pandemic and the Board's need for increased cleaning related to the Pandemic continue beyond the 2020-2021 school year, the parties agree to consider extending the term of this MOA.

FOR THE BOARD

By ANTHONY PESCO
By Anthony Pesco Date 9/4/20

FOR THE UNION

Robert Antonelli
[Signature]
Date 9/9/2020

WESTON BOARD OF EDUCATION

Weston, CT

Meeting Date: 9/22/20

Information Only

Action Requested

Agenda Item Subject: Approval of the August 2020 Financial Report

Submitted by: Phillip Cross

Document Summary/Purpose and/or Recommended Action:

Following is the second FY21 (August 2020) Financial Report Including Internal Services Fund (for Dental). Unanticipated re-opening costs due to COVID are included in this report. We are recommending approval of the report.

For more Board of Education Meeting and Committee Meeting Information, visit:
<https://meeting.cabe.org/public/Agency.aspx?PublicAgencyID=47&AgencyTypeID=1>



September 22, 2020

TO: BOE Finance Committee

FROM: Phillip Cross, Director of Finance and Operations

SUBJECT: August Financial Report for FY 20-21

Below is a summary report of the FY 21 Budget through August, 2020.

Object Series	FY 21 Adjusted Budget	FY 21 YTD Actuals	FY 21 Encumbrances	FY 21 Estimated Adjustments	FY 21 Projected to EOY	FY 21 Balance Available	Previous Month Balance
Salaries (1000's)	33,082,118	2,183,345	-	31,125,175	33,308,520	(226,402)	-
Benefits (2000's)	9,666,960	1,885,880	6,648,110	1,179,181	9,713,171	(46,211)	-
Professional Services (3000's)	1,517,445	58,276	791,130	668,040	1,517,445	-	-
Property Services (4000s)	2,139,034	235,120	1,287,268	862,792	2,385,179	(246,145)	-
Other Services (5000s)	5,858,228	205,703	1,801,416	3,851,109	5,858,228	-	-
Supplies (6000s)	2,691,613	469,014	1,820,037	533,293	2,822,344	(130,731)	-
Equipment (7000s)	219,008	34,684	186,390	150,293	371,366	(152,358)	-
Other Objects (8000s)	119,424	52,133	28,014	39,277	119,424	-	-
Revenue (9000s)	(1,132,387)	(39,349)	-	(1,712,601)	(1,751,950)	619,563	-
Total	\$54,161,443	\$5,084,805	\$12,562,365	\$36,696,558	\$54,343,728	(\$182,285)	-

What's New for FY 20-21

As you know, salaries & benefits account for approximately 80% of our budget. Historically, certified and non-certified salaries were shown in the aggregate. Because of the many object codes included in the aggregate, I think it is important to delineate the accounts and thus, hopefully, provide more clarity.

During FY 20 we discussed pausing monthly budget transfers in FY21. If we look at the budget as a whole, not making monthly budget transfers has a major advantage, as you can easily identify trends.

Instead of a transfer, adjustments will be made to the estimated adjustments column, which will in turn reduce the projected EOY and balance available columns.

School Reopening

Over the past several weeks we have been discussing the additional cost to reopen school as a result of COVID-19. We anticipate that the district will need additional funding for the following to reopen:

- Technology equipment
- Software licenses
- Cleaning & disinfect
- Supplemental funding for the food service program

In addition, we are also anticipating lower than anticipated revenues. This can be attributed to the following:

- Restrictions in place on the use of our facilities by outside groups.
- Smaller audience (if any) for the performing arts.
- Reduction in the parking fees at the high school.

In total, we anticipate that the district will need a gross of approximately \$859,642 or 1.59% of our current budget. There are potential mitigating funds of approximately \$704,188, for a net projected deficit of \$155,454. We are still waiting on the State to provide the guidance on the method to drawdown funds from the Governor's Corona Virus Relief Fund (CRF).

Corona Virus Relief Funds

It is important to note that funds from the CRF are restricted. Based on guidance from the State, CRF may only be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

On 8/21/20 we were advised that our portion of the relief funds will be \$350,751. On 8/27/20 we were notified that there was a formula error in the original estimate. The error was corrected and our transportation personnel related amount was in increase from \$38,302 to \$134,156. With this increase the total amount of potential funding is \$446,405.

Based on the guidance, transportation personnel related expenditures are restricted to, *related costs are those salary and benefit costs associated with the need to hire any additional bus drivers or bus monitors or to pay current staff overtime due additional duties or bus runs required to respond to Covid-19*. Because we do not currently have these costs, we have not included these funds as a mitigating source. It should also be noted the \$38,302 of the \$350,751 included as mitigating is restricted transportation personnel.

Attached for you review is the allocation amounts and the categories as well as the guidance on allowable expenses.

There are still many unknowns and we will not know the true financial impact of COVID-19 until later in the school year.

As in previous years, we will endeavor to mitigate the deficits as best as we can. We will only seek additional funding after we have exhausted all of our resources.

Weston Public Schools
FY21 Unanticipated Reopening Cost

9/22/2020

FY21 Budget	\$ 54,161,443
-------------	---------------

	DESCRIPTION	AMOUNT	% of Budget
	<u>Unanticipated Expenditures</u> ¹		
1)	Health & Safety	123,045	
2)	Technology Cost	152,358	
3)	Classroom staff (Grades 1 & 3)	190,081	
4)	Curriculum Summer Planning & Professional Development	14,532	
5)	Staff for additional cleaning requirements	208,000	
6)	Food Service Program supplemental	68,000	
7)	Daily cleaning of buses	19,001	
	Total Unanticipated Expenditures	\$ 775,017	
	<u>Potential Revenue Loss</u>		
8)	Gate Receipts, Athletics	14,500	
9)	Facility/Athletic Rental Fee	17,500	
10)	Theater Receipts	30,125	
11)	Reduced Parking Fees	22,500	
	Total Potential Revenue Loss	84,625	
	Total Unanticipated	\$ 859,642	1.59%
	<u>Potential Mitigating Funds</u>		
12)	Cares Act/Education Stabilization Grant	(51,548)	
13)	FY21 carryover funds (Pending BoF Approval)	(177,568)	
14)	FEMA Reimbursement (Pending FEMA's Review & Approval)	(44,321)	
15)	Open Choice grant	(80,000)	
16)	State Corona Virus Relief Fund	(350,751)	
		(704,188)	
	Projected Budget Deficit	\$ 155,454	0.29%
	<u>Other cost to be determined</u>		
	Legal		
	Bus monitors if the need arise (not adhering to policy...face mask)		
	Replenish PPE		
	¹⁻ See attached for additional information		

9/22/20

Covid Impact Supplemental Information

- 1 PPE purchased in conjunction with Westport Public Schools to achieve volume discount. All orders have been received. Additional purchase orders in place if we need to replenish.
- 2 The district has purchased Zoom Licenses for all teachers and will be providing each with a teacher toolkit. The toolkit will include among other items, an iPad & a document camera.
- 3 Enrollment in these grades have exceeded projections. Additional sections needed to comply with BoE guidelines.
- 4 Per contract, our CILs are committed to four days of summer work for curriculum development. This summer we had an additional two days of work to adapt curriculum as needed for covid-19 impacts.
- 5 Projected costs for Covid related cleaning to be provided by Affinico.
- 6 With WMS & WHS not serving lunch and anticipated reduced lunch purchases at HES & WIS, we anticipate a deficit in our food service enterprise fund.
- 7 Projected expenses for bus cleaning.
- 8 Per the WPS re-opening plan, spectators will not be allowed at sporting events.
- 9 WPS is not allowing any outside groups to rent our facilities until at least January 2020.
- 10 Projected net Covid impact on WPS theater productions.
- 11 For FY21 we reduced parking fees because of the hybrid schedule.
- 12 This is based on the formula for Title 1 allocation. The grant was not based on a per pupil allocation.
- 13 Excess FY20 cost savings. BoE requests for this to be placed in carryover fund for use as Covid costs mitigation for FY21.

- 14 WPS has submitted appropriate filings for FEMA reimbursement.
- 15 We receive \$3,000 per Open Choice student we accept. The estimate is based on previous year's average receipt.
- 16 Governor Lamont Coronavirus Relief Funds to assist districts with the costs of safely reopening schools. Because these funds are restricted they can only be used for specific items. These items are health & safety related purchases and transportation personnel support.

Salaries

Historically, we do not book salary encumbrances until September when the hiring process is complete. This method allows us to thoroughly review salaries before they are posted. At our next meeting, we will discuss salaries and benefits in greater detail.

Diesel Fuel

The early August storm left the district without power for several days. As a result, the school buildings were powered by generators. The excess cost reflects the unbudgeted cost to fill the generators for several days.

Technology Equipment

- Teacher Toolkits - \$123,472
- Increase cost of Chromebooks - \$14,886
- Chromebook cases - \$14,000

FY 20 Refunds

The anticipated First Student transportation refund relating to covid-19 was received on 9/9/20.

FEMA Reimbursement

On a recent conference call with our FEMA representative, we were notified that there was a change in FEMA's reimbursement guidelines. This change will result in a significant reduction in our potential reimbursement as these expenditures are now ineligible for reimbursement. This change will reduce our potential reimbursement from \$70,561 to \$44,321.

**WESTON PUBLIC SCHOOLS
INTERNAL SERVICES FUND
FOR HEALTH BENEFITS PROGRAM**

Fiscal Year Ended Actual 2021

STATEMENT OF REVENUES AND EXPENDITURES

Fund Balance -July 1, 2020 \$ 1,157,506

Revenues:

General Fund Appropriation \$ -

Reimbursements \$ -

Total Contributions \$ -

Total Revenues (A) \$ -

Expenditures

Delta Dental:

Claims \$ 55,835

Administrative Fees \$ 1,898

Total Health Plan Costs (B) \$ 57,733

Net Change (A-B) \$ (57,733)

Fund balance June 30, 2021 (Estimated) \$ 1,099,774

Medical Cost \$ -

Fund balance June 30, 2021 \$ 1,099,774

Balance Sheet:

Assets:

Fund Balance \$ 1,157,506

Year End Accounts Payable \$ -

Net Change \$ (57,733)

Total Assets \$ 1,099,774

Beg Year Fund Balance \$ 1,157,506

Year to Date Net Change \$ (57,733)

Total Fund Balance \$ 1,099,774

Total Liabilities + Fund Balance \$ 1,099,774

**WESTON PUBLIC SCHOOLS
FINANCIAL REPORT**

Aug-20

Period: 2 of 12

2017-2018	2018-2019	2019-2020	Object Code	Description	2020-2021 Adopted Budget	2020-2021 Budget Transfers	2020-2021 Adjusted Budget	2020-2021 YTD Expended	2020-2021 Encumbered	2020-2021 Anticipated	2020-2021 Projected To EOY	2020-2021 Balance Available	9/11/2020
Year-End Expense	Year-End Expense	Year-End Expense											
2,710,109	2,958,120	2,940,692	1110	Administrators	2,832,305		2,832,305	525,635		2,306,670	2,832,305	-	
13,752,057	14,000,983	14,458,759	1111	Regular Ed. Teachers	14,438,162		14,438,162	600,025		13,982,007	14,582,032	(143,870)	
2,236,605	2,261,144	2,279,850	1112	Special Ed. Teachers	2,364,062		2,364,062	94,173		2,269,889	2,364,062	-	
1,096,676	1,100,515	1,020,707	1113	Guidance	1,061,845		1,061,845	43,203		1,018,642	1,061,845	-	
442,412	441,883	472,621	1114	Psychologist	535,766		535,766	19,754		516,012	535,766	-	
70,541	146,140	193,946	1115	Social Worker	161,848		161,848	6,746		155,102	161,848	-	
514,611	544,236	517,368	1116	Speech & Hearing	591,674		591,674	20,862		570,812	591,674	-	
712,850	766,769	758,161	1117	Academic Assistants	1,076,723		1,076,723	25,908		1,050,815	1,076,723	-	
198,176	201,820	205,471	1118	Talented & Gifted	198,569		198,569	8,876		189,693	198,569	-	
386,123	508,457	399,004	1119	Library/Media	412,193		412,193	16,680		395,513	412,193	-	
116,665	117,832	59,505	1135	Transition Coordinator	60,457		60,457	1,927		58,530	60,457	-	
817,750	827,912	824,102	1139	Certified Stipends	878,090		878,090	14,522		863,568	878,090	-	
570,587	557,734	584,428	1140	Academic Leader (CIL's)	583,975		583,975	24,661		559,314	583,975	-	
3,550	1,136	371	1141	Mentor Teacher	3,000		3,000	0		3,000	3,000	-	
180,922	260,096	272,612	1142	Behavioral Analyst	277,765		277,765	8,243		269,522	277,765	-	
-	-	44,359	1145	English Language Learner	45,069		45,069	1,733		43,336	45,069	-	
\$ 23,799,635	\$ 24,694,776	\$ 25,031,956		Sub-Total Certified Salaries	\$ 25,521,503	\$ -	\$ 25,521,503	\$ 1,412,949	\$ -	\$ 24,252,424	\$ 25,665,373	\$ (143,870)	-0.6%
					1.96%			5.5%	0.0%	95.0%	100.6%		
433,451	402,812	406,422	1210	Non-Cert. Supervisors	386,318		386,318	59,540		326,778	386,318	-	
207,030	165,325	215,220	1211	Nurses	214,994		214,994	9,537		205,457	214,994	-	
276,310	282,664	295,567	1215	Occupational Therapist	300,400		300,400	8,889		291,511	300,400	-	
1,418,767	1,385,590	1,267,185	1221	Secretarial	1,207,649		1,207,649	154,994		1,052,655	1,207,649	-	
1,600,146	1,681,669	1,761,865	1231	Para Educators	1,787,821		1,787,821	70,256		1,717,565	1,787,821	-	
173,417	185,209	165,721	1234	Bus Aides	200,000		200,000	464		199,536	200,000	-	
459,069	523,875	525,426	1235	Technicians	475,183		475,183	98,774		444,409	543,183	(68,000)	
57,251	58,429	61,021	1237	Vocational Specialist	61,196		61,196	0		61,196	61,196	-	
308,175	236,482	239,373	1241	Safety Monitors	246,804		246,804	10,426		236,378	246,804	-	
501,950	483,773	476,898	1251	Custodians	495,354		495,354	65,624		429,730	495,354	-	
505,234	555,800	456,755	1261	Maintenance Mechanics & Grounds	528,562		528,562	59,968		468,594	528,562	-	
233,526	231,798	241,248	1269/80	Non Certified Stipends	269,493		269,493	11,450		258,043	269,493	-	
192,114	264,365	202	1295	School Van Drivers	0		0	0		0	0	-	
\$ 6,366,441	\$ 6,457,791	\$ 6,112,902		Sub-Total Non-Certified Salaries	\$ 6,173,774	\$ -	\$ 6,173,774	\$ 549,921	\$ -	\$ 5,691,853	\$ 6,241,774	\$ (68,000)	-1.1%
								8.9%	0.0%	92.2%	101.1%		
105,560	78,442	55,905	1131	Homebound Tutor	114,500		114,500	1,872		112,628	114,500	-	
-	-	-	1136	Degree Level Change	63,520		63,520	-		63,520	63,520	-	
242,496	235,636	147,029	1137	Substitute Teacher	296,801		296,801	-		296,801	296,801	-	
157,440	174,525	185,735	1138	Summer Work - Certified Staff	162,300		162,300	129,251		47,581	176,832	(14,532)	

WESTON PUBLIC SCHOOLS
FINANCIAL REPORT

Aug-20

Period: 2 of 12

2017-2018	2018-2019	2019-2020	Object Code	Description	2020-2021 Adopted Budget	2020-2021 Budget Transfers	2020-2021 Adjusted Budget	2020-2021 YTD Expended	2020-2021 Encumbered	2020-2021 Anticipated	2020-2021 Projected To EOY	2020-2021 Balance Available	9/11/2020
122,719	137,378	136,838	1143	Building Substitutes	203,175	-	203,175	-	-	203,175	203,175	-	
207,673	108,364	208,344	1144	Long term Substitute	-	-	-	-	-	-	-	-	
53,161	77,702	50,209	1213/123	Non-Certified Substitutes	42,500		42,500	132		42,368	42,500	-	
199,304	200,265	162,738	1212/22/38/42/52	Overtime	203,700		203,700	1,411		202,289	203,700	-	
106,823	121,616	155,964	1268	Summer Work-Non-Cert.	171,974		171,974	87,809		84,165	171,974	-	
-	-	-	1160	Turnover Savings	(51,736)		(51,736)	0		(51,736)	(51,736)	-	
-	-	-	1270	Salary Differential	180,107		180,107	-		180,107	180,107	-	
\$ 1,195,176	\$ 1,133,928	\$ 1,102,763		Sub-Total Other Salaries	\$ 1,386,841	\$ -	\$ 1,386,841	\$ 220,475	\$ -	\$ 1,180,898	\$ 1,401,373	\$ (14,532)	-1.0%
\$ 31,361,252	\$ 32,286,495	\$ 32,247,621		TOTAL SALARIES	\$ 33,082,118	\$ -	\$ 33,082,118	\$ 2,183,345	\$ -	\$ 31,125,175	\$ 33,308,520	\$ (226,402)	-0.7%
				Benefits (2000's)	2.59%			6.6%		94.1%	100.7%		
6,774,346	7,478,831	7,790,363	2000	Health Insurance	8,427,683		8,427,683	1,330,870	6,561,318	579,620	8,471,808	(44,125)	
-	(1,302,538)	(1,361,419)	2022	Premium Cost Share	(1,456,511)		(1,456,511)	(26,102)	-	(1,430,409)	(1,456,511)	-	
531,929	575,004	552,072	2001	Social Security	568,052		568,052	65,240	-	502,812	568,052	-	
437,603	465,995	460,986	2002	Medicare	475,994		475,994	34,353	-	443,727	478,080	-	
185,677	248,136	205,411	2003	Workers Compensation	210,420		210,420	175,279	-	35,141	210,420	-	
10,934	7,395	58,000	2004	Unemployment Compensation	49,066		49,066	-	-	49,066	49,066	-	
167,347	247,561	315,665	2005	Early Retirement Incentive	193,508		193,508	192,995	-	513	193,508	-	
897,648	922,605	1,088,303	2007	Pension Contributions	1,006,596		1,006,596	102,855	30,030	873,711	1,006,596	-	
57,711	70,000	58,565	2010	Tuition Reimbursement	80,000		80,000	-	-	80,000	80,000	-	
91,559	59,261	58,635	2011	Life Insurance	59,652		59,652	9,493	50,159	-	59,652	-	
18,551	4,607	6,290	2012	Disability Insurance	7,500		7,500	896	6,604	-	7,500	-	
81,600	-	24,556	2014	Sick Bank	45,000		45,000	-	-	45,000	45,000	-	
\$ 9,254,905	\$ 8,776,857	\$ 9,257,427		TOTAL BENEFITS	\$ 9,666,960	\$ 0	\$ 9,666,960	\$ 1,885,880	\$ 6,648,110	\$ 1,179,181	\$ 9,713,171	(\$ 46,211)	
					4.42%			19.5%	68.8%	12.2%	100.5%		
352,315	271,992	195,184	3210	Professional & Technical Services (3000s)	335,700		335,700	7,109	55,210	273,381	335,700	-	
148,499	141,932	265,218	220/3221	Contracted Services Educational	276,130		276,130	9,239	108,662	158,229	276,130	-	
97,163	92,231	80,956	3235	Consulting Services	97,450		97,450	-	24,053	73,398	97,450	-	
169,507	183,616	217,617	3239	Testing	182,085		182,085	4,081	153,919	24,085	182,085	-	

WESTON PUBLIC SCHOOLS

FINANCIAL REPORT

Aug-20

Period: 2 of 12

2017-2018		2018-2019		2019-2020		2020-2021		2020-2021		2020-2021		2020-2021		2020-2021		2020-2021		9/11/2020							
Year-End	Expense	Year-End	Expense	Year-End	Expense	Year-End	Expense	Year-End	Expense	Year-End	Expense	Year-End	Expense	Year-End	Expense	Year-End	Expense	Year-End	Expense						
17,421		75,010		72,230		3303	Object Code	3303	Management Services	66,205	Adopted Budget	66,205	Budget Transfers	66,205	Adjusted Budget	15,135	YTD Expended	49,315	Encumbered	1,755	Anticipated	66,205	To EOY Projected	66,205	Available Balance

**WESTON PUBLIC SCHOOLS
INTERNAL SERVICES FUND
FOR HEALTH BENEFITS PROGRAM**

9/11/2020

Fiscal Year Ended

Actual 2021

STATEMENT OF REVENUES AND EXPENDITURES

Fund Balance -July 1, 2020 \$ 1,157,506

Revenues:

General Fund Appropriation	\$ -
Reimbursements	\$ -
Total Contributions	<u>\$ -</u>

Total Revenues (A)	<u><u>\$ -</u></u>
--------------------	--------------------

Expenditures

Delta Dental:

Claims	\$ 55,835
Administrative Fees	\$ 1,898
Total Health Plan Costs (B)	<u>\$ 57,733</u>

Net Change (A-B)	<u><u>\$ (57,733)</u></u>
------------------	---------------------------

Fund balance June 30, 2021 (Estimated)	\$ 1,099,774
--	--------------

Medical Cost	\$ -
--------------	------

Fund balance June 30, 2021	\$ 1,099,774
----------------------------	---------------------

Balance Sheet:

Assets:

Fund Balance	\$ 1,157,506	
Year End Accounts Payable	\$ -	
Net Change	\$ (57,733)	
Total Assets		<u>\$ 1,099,774</u>

Beg Year Fund Balance	\$ 1,157,506	
Year to Date Net Change	\$ (57,733)	
Total Fund Balance		<u>\$ 1,099,774</u>

Total Liabilities + Fund Balance		\$ 1,099,774
----------------------------------	--	---------------------

WESTON BOARD OF EDUCATION

Weston, CT

Meeting Date: 9/22/20

Information Only

Action Requested

Agenda Item Subject: Corona Virus Relief Fund Information

Submitted by: Phillip Cross

Document Summary/Purpose and/or Recommended Action:

Following is back-up information regarding the Corona Virus Relief Fund and guidance on allowable expenses.

For more Board of Education Meeting and Committee Meeting Information, visit:
<https://meeting.cabe.org/public/Agency.aspx?PublicAgencyID=47&AgencyTypeID=1>

Coronavirus Relief Fund (CRF)
Guidance on Allowable Expenses

In general, CRF may only be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

The State Department of Education (SDE) is administering this grant to local educational agencies (LEAs) on behalf of the Office of Policy and Management (OPM). OPM has provided funding in the following categories and the following will provide some guidance and examples for allowable expenses within those categories.

Building Cleaning, Health, and PPE

Non-personnel related costs are those costs associated with any equipment, products, or other goods needed to ensure that the physical health and safety of students and staff are met while physically present at school. Items may include:

- Hand sanitizer (including any dispensers needed)
- Additional soap needed beyond what was needed prior to Covid-19
- Thermometers for temperature checks
- Face masks
- Disposable gloves
- Face shields
- Desk shields for teachers and/or students
- Ventilation/HVAC changes needed to address ventilation issues due to Covid-19
- Signage needed to direct flow of students/staff in building or grounds

Personnel related costs are those salary and benefit costs associated with the need to hire any additional nurses, health care workers, or custodial staff or to pay current staff overtime due additional duties required to respond to Covid-19.

Transportation

Non-personnel related costs are those costs associated with changes needed to ensure that students are safely transported on school buses given guidelines on social distancing and cleaning. Items may include:

- Additional fuel needed due to additional bus runs in order to maintain social distancing on each bus run
- Additional cleaning products needed to clean/sanitize buses between runs
- Cameras on buses to monitor social distancing and mask compliance on buses

- Additional buses needed to accommodate social distancing

Personnel related costs are those salary and benefit costs associated with the need to hire any additional bus drivers or bus monitors or to pay current staff overtime due additional duties or bus runs required to respond to Covid-19.

District	Coronavirus Relief Funds						Total CRF Allocation
	Personnel Related Supports				Non-Personnel Related Supports		
	Academic	Student Supports	Cleaning/PPE/Health/Safety	Transportation	Cleaning/PPE/Health/Safety	Transportation	
Regional School District 14	0	0	4,175	26,627	129,144	70,020	229,966
Regional School District 15	0	0	9,643	61,500	0	0	71,143
Regional School District 16	0	0	5,465	34,856	220,000	0	260,321
Regional School District 17	0	0	0	0	219,740	0	219,740
Regional School District 18	0	0	3,383	21,576	250,000	56,737	331,696
Regional School District 19	0	0	2,890	0	371,968	48,469	423,327
Ridgefield School District	0	0	12,344	78,728	0	207,026	288,098
Rocky Hill School District	0	0	7,084	45,176	100,000	118,797	271,057
Salem School District	0	0	1,107	7,058	167,942	0	176,107
Salisbury School District	0	0	745	0	20,000	0	20,745
Scotland School District	23,039	12,166	278	1,773	18,000	4,662	59,918
Seymour School District	815,801	34,065	5,715	36,445	295,000	95,838	1,282,864
Sharon School District	0	0	270	0	10,000	0	10,270
Shelton School District	0	0	12,258	78,176	165,000	205,575	461,009
Sherman School District	0	0	721	4,600	30,000	12,095	47,416
Side By Side Charter School District	8,342	0	0	0	21,000	0	29,342
Simsbury School District	0	0	10,729	0	271,562	179,933	462,224
Somers School District	0	0	3,548	22,630	70,000	0	96,178
South Windsor School District	0	0	11,943	76,169	182,000	200,297	470,409
Southington School District	0	0	16,617	105,974	0	278,674	401,265
Sprague School District	9,931	0	734	4,683	20,000	12,315	47,663
Stafford School District	13,108	50,610	3,826	24,403	161,000	64,171	317,118
Stamford Charter School for Excellence District	200,202	64,236	1,036	0	196,000	0	461,474
Stamford School District	1,378,376	1,046,274	43,535	277,646	1,700,000	730,111	5,175,942
Sterling School District	107,251	38,931	957	6,105	120,000	16,054	289,298
Stonington School District	0	0	5,195	33,134	163,000	87,129	288,458
Stratford School District	270,432	486,639	17,996	114,771	490,000	301,809	1,681,647
Suffield School District	0	0	5,578	35,575	75,000	93,551	209,704
The Bridge Academy District	23,834	0	737	0	0	0	24,571
The Gilbert School District	61,967	0	1,225	0	0	0	63,192
The Woodstock Academy District	0	0	2,903	18,515	150,000	48,689	220,107
Thomaston School District	0	0	2,248	0	352,400	0	354,648
Thompson School District	216,270	13,258	52,609	16,642	\$0	0	248,779
Tolland School District	0	0	6,174	39,372	0	103,535	149,081
Torrington School District	79,188	0	10,115	64,511	480,844	169,641	804,299
Trumbull School District	0	0	17,854	113,868	1,200,000	289,433	1,631,155
Unified School District #1	0	0	0	0	0	0	0
Unified School District #2	0	0	249	0	0	0	249
Union School District	0	0	121	769	71,200	2,023	74,113
Vernon School District	47,715	10,706	8,264	0	97,000	138,589	302,274
Voluntown School District	0	0	692	4,416	222,000	11,611	238,719
Wallingford School District	0	0	14,930	0	806,985	250,393	1,072,308
Waterbury School District	835,000	0	49,323	314,559	2,255,000	827,181	4,281,063
Waterford School District	0	0	6,475	0	301,920	108,593	416,988
Watertown School District	0	0	7,144	45,561	230,000	0	282,705
West Hartford School District	0	0	24,920	158,927	1,100,000	0	1,283,847
West Haven School District	43,382	94,328	15,381	98,096	1,025,000	0	1,276,187
Westbrook School District	0	0	1,754	11,189	684,468	29,424	726,835
Weston School District	0	0	6,006	38,302	306,443	0	350,751
Westport School District	0	0	0	0	0	0	0
Wethersfield School District	0	0	0	60,380	95,000	158,777	314,157
Willington School District	0	0	0	0	125,000	19,308	144,308
Wilton School District	0	0	10,149	0	122,000	0	132,149
Winchester School District	11,917	29,198	1,508	9,617	100,000	0	152,240
Windham School District	222,645	100,004	8,773	55,947	355,000	147,122	889,491
Windsor Locks School District	59,584	41,364	4,193	0	200,000	70,328	375,469
Windsor School District	238,336	48,664	8,773	55,947	200,000	147,122	698,842
Wolcott School District	0	0	0	36,730	60,000	0	96,730
Woodbridge School District	0	0	2,206	14,066	35,000	36,989	88,261
Woodstock School District	0	0	2,161	13,782	233,276	36,242	285,461
TOTAL	41,000,000	9,000,000	1,194,367	5,600,000	59,005,633	15,000,000	130,800,000

District	Coronavirus Relief Funds						Total CRF Allocation
	Personnel Related Supports				Non-Personnel Related Supports		
	Academic	Student Supports	Cleaning/PPE/Health/Safety	Transportation	Cleaning/PPE/Health/Safety	Transportation	
Achievement First Bridgeport Academy District	0	0	0	0	375,088	0	375,088
Achievement First Hartford Academy District	0	0	0	0	242,967	0	242,967
Amistad Academy District	0	0	0	0	306,830	0	306,830
Andover School District	0	0	0	3,261	15,000	0	18,261
Ansonia School District	311,425	194,656	5,990	38,201	821,000	0	1,371,272
Area Cooperative Educational Services	178,752	243,320	4,815	30,708	0	80,752	538,347
Ashford School District	0	0	1,023	0	26,000	0	27,023
Avon School District	0	0	8,353	0	30,452	0	38,805
Barkhamsted School District	0	0	574	0	40,000	9,632	50,206
Berlin School District	0	0	7,225	0	343,450	121,172	471,847
Bethany School District	0	0	970	6,188	20,000	0	27,158
Bethel School District	0	0	8,256	52,652	440,000	138,457	639,365
Bloomfield School District	738,873	301,453	5,785	36,897	173,313	97,026	1,353,347
Bolton School District	0	0	2,043	0	94,000	34,262	130,305
Booker T. Washington Academy District	119,168	24,332	1,101	7,025	165,000	0	316,626
Bozrah School District	79,445	7,300	498	3,178	400,000	8,357	498,778
Branford School District	0	0	7,348	0	23,069	123,239	153,656
Brass City Charter School District	42,185	1,606	855	0	54,500	0	99,146
Bridgeport School District	1,000,000	243,319	53,267	0	1,500,000	893,331	3,689,917
Bristol School District	329,698	389,311	20,918	133,404	412,000	350,805	1,636,136
Brookfield School District	0	0	6,879	0	24,000	115,366	146,245
Brooklyn School District	0	0	2,408	0	5,000	40,376	47,784
Canaan School District	0	0	176	0	0	0	176
Canterbury School District	0	0	1,246	7,945	115,000	20,892	145,083
Canton School District	0	0	4,128	26,326	157,500	69,229	257,183
Capital Preparatory Harbor School District	95,334	165,457	1,993	12,711	148,000	0	423,495
Capitol Region Education Council	1,588,906	486,639	22,704	0	3,600,000	0	5,698,249
Chaplin School District	0	0	0	2,342	14,600	0	16,942
Cheshire School District	0	0	11,012	70,231	600,000	184,683	865,926
Chester School District	0	0	488	0	43,104	8,181	51,773
Clinton School District	0	0	4,411	28,133	102,000	73,979	208,523
Colchester School District	0	0	6,090	0	0	0	6,090
Colebrook School District	0	0	194	0	96,000	0	96,194
Columbia School District	0	0	1,075	6,858	0	0	7,933
Common Ground High School District	147,768	65,696	0	0	107,000	9,808	330,272
Cooperative Educational Services	108,989	2,433	2,253	0	0	0	108,675
Cornwall School District	0	0	228	0	12,000	0	12,228
Coventry School District	0	0	4,401	0	25,000	73,803	103,204
Cromwell School District	0	0	5,198	0	496,340	0	501,538
Danbury School District	397,226	133,826	31,282	199,504	400,000	524,624	1,686,462
Darien School District	0	0	12,497	0	285,000	209,577	507,074
Deep River School District	0	0	616	0	63,651	10,336	74,603
Derby School District	35,000	46,231	3,396	21,660	135,000	56,957	298,244
East Granby School District	0	0	2,192	13,983	0	0	16,175
East Haddam School District	0	0	2,615	0	100,000	43,851	146,466
East Hampton School District	0	0	4,831	30,809	45,000	0	80,640
East Hartford School District	3,200,000	48,664	17,815	113,617	650,000	298,774	4,328,870
East Haven School District	1,697,500	92,461	7,590	48,404	475,000	127,286	2,448,241
East Lyme School District	0	0	7,063	45,042	100,000	118,445	270,550
East Windsor School District	55,612	7,300	2,830	0	250,000	0	315,742
Eastern CT Regional Educational Service Center (EASTCONN)	42,106	0	1,243	0	498,945	0	542,294
Eastford School District	0	0	396	2,526	67,800	0	70,722
Easton School District	0	0	2,321	0	35,000	38,925	76,246
EdAdvance	33,764	4,866	695	4,432	100,000	11,655	155,412
Ellington School District	0	0	0	0	100,000	117,917	217,917
Elm City College Preparatory School District	0	0	0	0	267,264	0	267,264
Elm City Montessori School District	0	0	0	0	44,000	0	44,000
Enfield School District	764,661	0	0	84,381	110,000	221,892	1,180,934
Essex School District	0	0	868	0	117,245	14,558	132,671
Explorations District	10,725	0	244	0	41,000	4,090	56,059
Fairfield School District	0	0	25,363	161,754	100,000	425,356	712,473
Farmington School District	0	0	0	69,562	431,568	0	501,130
Franklin School District	0	0	420	2,676	80,000	7,037	90,133
Glastonbury School District	0	0	15,303	97,594	200,000	0	312,897
Granby School District	0	0	4,718	30,089	365,000	79,125	478,932
Great Oaks Charter School District	61,173	46,231	1,456	0	71,000	0	179,860
Greenwich School District	0	0	23,729	0	1,130,000	397,955	1,551,684
Griswold School District	139,029	68,616	4,647	0	235,000	77,937	525,229
Groton School District	893,759	97,328	11,204	71,452	175,000	0	1,248,743

District	Coronavirus Relief Funds						Total CRF Allocation
	Personnel Related Supports				Non-Personnel Related Supports		
	Academic	Student Supports	Cleaning/PPE/Health/Safety	Transportation	Cleaning/PPE/Health/Safety	Transportation	
Guilford School District	0	0	8,547	54,509	300,000	143,339	506,395
Hamden School District	238,336	0	14,411	91,907	205,000	241,684	791,338
Hampton School District	0	0	0	1,505	32,645	0	34,150
Hartford School District	8,520,000	827,286	49,514	315,780	2,190,238	0	11,902,818
Hartland School District	0	0	412	2,626	60,000	0	63,038
Hebron School District	0	0	1,726	11,005	60,000	28,941	101,672
Highville Charter School District	596	0	1,206	0	70,000	0	71,802
Integrated Day Charter School District	99,307	9,733	923	5,887	75,000	0	190,850
Interdistrict School for Arts and Comm District	105,662	22,716	732	0	163,030	0	292,140
Jumoke Academy District	55,612	60,830	1,852	11,808	170,000	0	300,102
Kent School District	0	0	538	0	40,000	0	40,538
Killingly School District	687,599	24,332	6,530	41,647	125,000	109,517	994,625
Learn	564,459	0	6,604	42,115	703,000	110,748	1,426,926
Lebanon School District	0	0	2,599	16,575	120,000	43,587	182,761
Ledyard School District	0	0	6,362	0	30,000	106,702	143,064
Lisbon School District	0	0	1,104	0	45,000	18,517	64,621
Litchfield School District	0	0	0	0	50,000	0	50,000
Madison School District	0	0	6,887	43,922	595,253	0	646,062
Manchester School District	139,029	0	16,546	105,522	600,000	0	861,097
Mansfield School District	0	0	2,971	18,950	85,500	0	107,421
Marlborough School District	0	0	0	7,493	54,369	0	61,862
Meriden School District	401,199	118,253	21,408	136,532	325,000	359,030	1,361,422
Middletown School District	29,792	121,660	12,116	77,272	1,500,000	203,200	1,944,040
Milford School District	0	0	14,741	94,015	650,000	247,226	1,005,982
Monroe School District	0	0	8,224	52,452	620,000	137,929	818,605
Montville School District	129,472	5,615	5,413	34,522	250,000	90,780	515,802
Naugatuck School District	198,613	38,931	11,466	73,125	500,000	192,292	1,014,427
New Beginnings Inc Family Academy District	192,364	86,182	0	0	61,600	0	340,146
New Britain School District	1,804,275	244,738	26,470	0	1,752,900	443,916	4,272,299
New Canaan School District	0	0	11,070	0	154,646	0	165,716
New Fairfield School District	0	0	5,733	36,562	375,000	96,146	513,441
New Hartford School District	0	0	1,146	0	20,000	19,220	40,366
New Haven School District	868,600	0	54,222	0	3,522,165	909,340	5,354,328
New London School District	382,000	0	9,022	57,536	1,003,330	0	1,451,888
New Milford School District	0	0	10,354	0	179,263	0	189,617
Newington School District	0	0	0	67,154	1,000,000	0	1,067,154
Newtown School District	0	0	0	0	380,841	0	380,841
Norfolk School District	0	0	0	0	3,000	3,255	6,255
North Branford School District	0	0	4,458	28,434	130,000	0	162,892
North Canaan School District	99,307	2,433	664	0	20,000	0	122,404
North Haven School District	0	0	0	53,204	75,000	0	128,204
North Stonington School District	0	0	1,959	0	48,295	0	50,254
Norwalk School District	3,798,869	2,155,633	0	195,958	2,118,308	0	8,268,768
Norwich Free Academy District	595,840	72,996	5,943	0	500,000	0	1,174,779
Norwich School District	4,100,000	394,178	9,410	60,012	1,600,000	157,810	6,321,410
Odyssey Community School District	0	9,733	863	0	27,500	0	38,096
Old Saybrook School District	0	0	3,134	19,987	300,200	52,559	375,880
Orange School District	0	0	3,242	0	250,000	54,363	307,605
Oxford School District	0	0	4,516	28,802	150,000	0	183,318
Park City Prep Charter School District	0	0	0	0	85,000	0	85,000
Plainfield School District	143,001	29,198	5,717	0	178,000	95,882	451,798
Plainville School District	0	0	0	0	230,000	103,623	333,623
Plymouth School District	87,390	0	0	0	91,150	0	178,540
Pomfret School District	0	0	1,010	0	55,000	0	56,010
Portland School District	0	0	0	0	100,000	0	100,000
Preston School District	0	0	1,149	7,326	67,000	19,264	94,739
Putnam School District	4	0	3,082	19,653	36,000	51,679	110,418
Redding School District	0	0	2,192	13,983	25,000	36,769	77,944
Regional School District 01	1,017,517	34,065	949	0	55,000	15,922	1,123,453
Regional School District 04	0	0	2,250	0	42,669	37,737	82,656
Regional School District 05	0	0	5,730	0	156,090	96,102	257,922
Regional School District 06	0	0	2,405	0	50,000	0	52,405
Regional School District 07	0	0	2,717	0	0	0	2,717
Regional School District 08	0	0	3,703	0	33,782	0	37,485
Regional School District 09	0	0	2,274	14,501	48,000	38,133	102,908
Regional School District 10	0	0	5,880	0	129,800	0	135,680
Regional School District 11	8,739	0	543	0	8,000	9,104	26,386
Regional School District 12	0	0	1,852	0	198,479	31,052	231,383
Regional School District 13	0	0	3,978	25,373	150,000	66,722	246,073

District	Survey Estimate		Original Allocation Release		Revised Allocation	
	Personnel Related Trans Estimate	Non-Personnel Related Trans Estimate	Personnel Related Transportation	Non-Personnel Related Transportation	Personnel Related Transportation	Non-Personnel Related Transportation
	Regional School District 10	0	0	0	0	0
Regional School District 11	0	40,000	0	9,104	0	25,313
Regional School District 12	0	190,080	0	31,052	0	114,481
Regional School District 13	275,400	305,000	25,373	66,722	34,682	191,727
Regional School District 14	49,000	61,065	26,627	70,020	27,460	61,065
Regional School District 15	50,000	0	61,500	0	50,000	0
Regional School District 16	50,000	0	34,856	0	35,420	0
Regional School District 17	0	0	0	0	0	0
Regional School District 18	150,000	50,000	21,576	56,737	26,358	50,000
Regional School District 19	0	30,000	0	48,469	0	30,000
Ridgefield School District	579,620	9,000	78,728	207,026	97,378	9,000
Rocky Hill School District	12,000	100,000	45,176	118,797	12,000	100,000
Salem School District	8,000	0	7,058	0	7,093	0
Salisbury School District	0	0	0	0	0	0
Scotland School District	20,000	2,000	1,773	4,662	2,452	2,000
Seymour School District	300,000	300,000	36,445	95,838	46,258	202,945
Sharon School District	0	0	0	0	0	0
Shelton School District	45,000	15,000	78,176	205,575	45,000	15,000
Sherman School District	65,000	2,000	4,600	12,095	6,848	2,000
Side By Side Charter School District	0	0	0	0	0	0
Simsbury School District	0	10,000	0	179,933	0	10,000
Somers School District	372,000	0	22,630	0	35,638	0
South Windsor School District	115,000	42,000	76,169	200,297	77,614	42,000
Southington School District	161,000	550,800	105,974	278,674	108,023	421,436
Sprague School District	15,000	20,000	4,683	12,315	5,067	16,347
Stafford School District	44,000	283,000	24,403	64,171	25,132	152,742
Stamford Charter School for Excellence District	0	0	0	0	0	0
Stamford School District	470,000	100,000	277,646	730,111	284,808	100,000
Sterling School District	42,000	50,000	6,105	16,054	7,441	33,863
Stonington School District	344,000	5,760	33,134	87,129	44,708	5,760
Stratford School District	100,000	335,422	114,771	301,809	100,000	319,443
Suffield School District	35,000	15,000	35,575	93,551	35,000	15,000
The Bridge Academy District	0	0	0	0	0	0
The Gilbert School District	0	0	0	0	0	0
The Woodstock Academy District	35,000	45,000	18,515	48,689	19,129	45,000
Thomaston School District	0	0	0	0	0	0
Thompson School District	45,250	0	16,642	0	17,707	0
Tolland School District	645,696	20,800	39,372	103,535	61,948	20,800
Torrington School District	320,724	11,910	64,511	169,641	74,051	11,910
Trumbull School District	450,000	1,260,000	113,868	299,433	126,384	803,364
Unified School District #1	0	0	0	0	0	0
Unified School District #2	0	0	0	0	0	0
Union School District	20,000	10,000	769	2,023	1,485	6,208
Vernon School District	0	40,000	0	138,589	0	40,000
Voluntown School District	76,000	48,000	4,416	11,611	7,081	30,701
Wallingford School District	0	3,366,356	0	250,393	0	1,885,083
Waterbury School District	1,062,000	168,000	314,559	827,181	342,389	168,000
Waterford School District	0	65,000	0	108,593	0	65,000
Watertown School District	42,000	0	45,561	0	42,000	0
West Hartford School District	75,000	0	158,927	0	75,000	0
West Haven School District	250,000	0	98,096	0	103,752	0
Westbrook School District	4,685	5,158	11,189	29,424	4,685	5,158
Weston School District	2,612,720	0	38,302	0	134,156	0
Westport School District	0	0	0	0	0	0
Wethersfield School District	300,000	50,000	60,380	158,777	69,301	50,000
Willington School District	0	128,000	0	19,308	0	76,330
Wilton School District	0	0	0	0	0	0
Winchester School District	10,000	0	9,617	0	9,632	0
Windham School District	100,000	1,000,000	55,947	147,122	57,588	594,557
Windsor Locks School District	0	250,000	0	70,328	0	164,587
Windsor School District	125,000	250,000	55,947	147,122	58,518	201,094
Wolcott School District	500,000	0	36,730	0	53,979	0
Woodbridge School District	12,000	15,000	14,066	36,989	12,000	15,000
Woodstock School District	141,488	94,640	13,782	36,242	18,537	66,878
TOTAL	22,939,845	21,064,310	5,600,000	15,000,000	5,600,000	15,000,000

CTECS

TOTAL

District	Survey Estimate		Original Allocation Release		Revised Allocation	
	Personnel Related Trans Estimate	Non-Personnel Related Trans Estimate	Personnel Related Transportation	Non-Personnel Related Transportation	Personnel Related Transportation	Non-Personnel Related Transportation
	Achievement First Bridgeport Academy District	0	0	0	0	0
Achievement First Hartford Academy District	0	0	0	0	0	0
Amistad Academy District	0	0	0	0	0	0
Andover School District	16,000	0	3,261	0	3,736	0
Ansonia School District	50,000	0	38,201	0	38,641	0
Area Cooperative Educational Services	75,000	125,000	30,708	80,752	32,357	103,965
Ashford School District	0	0	0	0	0	0
Avon School District	0	0	0	0	0	0
Barkhamsted School District	0	130,000	0	9,632	0	72,779
Berlin School District	0	94,000	0	121,172	0	94,000
Bethany School District	5,000	0	6,188	0	5,000	0
Bethel School District	40,000	75,000	52,652	138,457	40,000	75,000
Bloomfield School District	142,560	549,000	36,897	97,026	40,831	334,140
Bolton School District	0	40,973	0	34,262	0	37,783
Booker T. Washington Academy District	60,000	0	7,025	0	8,997	0
Bozrah School District	20,000	80,000	3,178	8,357	3,804	45,942
Branford School District	0	46,710	0	123,239	0	46,710
Brass City Charter School District	0	0	0	0	0	0
Bridgeport School District	0	3,000,000	0	893,331	0	1,998,527
Bristol School District	39,600	42,000	133,404	350,805	39,600	42,000
Brookfield School District	0	23,130	0	115,366	0	23,130
Brooklyn School District	0	243,000	0	40,376	0	146,676
Canaan School District	0	0	0	0	0	0
Canterbury School District	100,000	30,000	7,945	20,892	11,372	25,670
Canton School District	145,345	3,500	26,326	69,229	30,758	3,500
Capital Preparatory Harbor School District	30,000	0	12,711	0	13,355	0
Capital Region Education Council	0	0	0	0	0	0
Chaplin School District	29,000	0	2,342	0	3,334	0
Cheshire School District	200,000	20,000	70,231	184,683	75,063	20,000
Chester School District	0	48,821	0	8,181	0	29,501
Clinton School District	3,000	5,000	28,133	73,979	3,000	5,000
Colchester School District	0	0	0	0	0	0
Colebrook School District	0	0	0	0	0	0
Columbia School District	160,051	0	6,858	0	12,561	0
Common Ground High School District	0	250,000	0	9,808	0	135,817
Cooperative Educational Services	0	0	0	0	0	0
Cornwall School District	0	0	0	0	0	0
Coventry School District	0	2,500	0	73,803	0	2,500
Cromwell School District	0	0	0	0	0	0
Danbury School District	500,000	150,000	199,504	524,624	210,692	150,000
Darien School District	0	50,000	0	209,577	0	50,000
Deep River School District	0	50,743	0	10,336	0	31,534
Derby School District	10,000	54,000	21,660	56,957	10,000	54,000
East Granby School District	13,000	0	13,983	0	13,000	0
East Haddam School District	0	50,000	0	43,851	0	47,077
East Hampton School District	25,000	0	30,809	0	25,000	0
East Hartford School District	810,000	100,000	113,617	298,774	139,546	100,000
East Haven School District	702,500	993,000	48,404	127,286	72,758	581,455
East Lyme School District	250,000	150,000	45,042	118,445	52,673	134,999
East Windsor School District	0	0	0	0	0	0
Eastern CT Regional Educational Service Center (EASTCONN)	0	0	0	0	0	0
Eastford School District	16,000	0	2,526	0	3,027	0
Easton School District	0	60,000	0	38,925	0	49,981
EdAdvance	200,000	25,000	4,432	11,655	11,714	18,656
Ellington School District	0	40,000	0	117,917	0	40,000
Elm City College Preparatory School District	0	0	0	0	0	0
Elm City Montessori School District	0	0	0	0	0	0
Enfield School District	800,000	10,000	84,381	221,892	111,026	10,000
Essex School District	0	82,984	0	14,558	0	50,456
Explorations District	0	5,000	0	4,090	0	4,568
Fairfield School District	100,000	500,000	161,754	425,356	100,000	464,515
Farmington School District	35,100	0	69,562	0	35,100	0
Franklin School District	60,000	60,000	2,676	7,037	4,810	34,822
Glastonbury School District	50,000	0	97,594	0	50,000	0
Granby School District	200,000	206,000	30,089	79,125	36,416	145,686
Great Oaks Charter School District	0	0	0	0	0	0
Greenwich School District	0	50,000	0	397,955	0	50,000

1/2

District	Survey Estimate		Original Allocation Release		Revised Allocation	
	Personnel Related Trans Estimate	Non-Personnel Related Trans Estimate	Personnel Related Transportation	Non-Personnel Related Transportation	Personnel Related Transportation	Non-Personnel Related Transportation
Griswold School District	0	192,000	0	77,937	0	137,777
Groton School District	50,000	0	71,452	0	50,000	0
Guilford School District	325,000	100,000	54,509	143,339	64,580	100,000
Hamden School District	45,000	33,000	91,907	241,684	45,000	33,000
Hampton School District	12,160	0	1,505	0	1,902	0
Hartford School District	420,000	0	315,780	0	319,661	0
Hartland School District	10,000	0	2,626	0	2,901	0
Hebron School District	250,000	200,000	11,005	28,941	19,904	118,681
Highville Charter School District	0	0	0	0	0	0
Integrated Day Charter School District	100,000	0	5,887	0	9,392	0
Interdistrict School for Arts and Comm District	0	0	0	0	0	0
Jumoke Academy District	25,000	0	11,808	0	12,299	0
Kent School District	0	0	0	0	0	0
Killingly School District	471,041	5,000	41,647	109,517	57,635	5,000
Learn	122,000	152,000	42,115	110,748	45,090	132,390
Lebanon School District	50,000	5,000	16,575	43,587	17,820	5,000
Ledyard School District	0	50,000	0	106,702	0	50,000
Lisbon School District	0	3,300	0	18,517	0	3,300
Litchfield School District	0	0	0	0	0	0
Madison School District	500,000	0	43,922	0	60,903	0
Manchester School District	100,000	0	105,522	0	100,000	0
Mansfield School District	10,837	0	18,950	0	10,837	0
Marlborough School District	48,812	0	7,493	0	9,032	0
Meriden School District	88,500	192,000	136,532	359,030	88,500	192,000
Middletown School District	200,000	600,000	77,272	203,200	81,842	411,368
Milford School District	591,000	180,000	94,015	247,226	112,519	180,000
Monroe School District	531,100	100,000	52,452	137,929	70,273	100,000
Montville School District	28,734	120,000	34,522	90,780	28,734	106,109
Naugatuck School District	216,000	130,000	73,125	192,292	78,444	130,000
New Beginnings Inc Family Academy District	0	0	0	0	0	0
New Britain School District	0	130,288	0	443,916	0	130,288
New Canaan School District	0	0	0	0	0	0
New Fairfield School District	30,000	100,000	36,562	96,146	30,000	98,168
New Hartford School District	0	2,000	0	19,220	0	2,000
New Haven School District	0	710,186	0	909,340	0	710,186
New London School District	692,000	0	57,536	0	81,159	0
New Milford School District	0	0	0	0	0	0
Newington School District	100,000	0	67,154	0	68,377	0
Newtown School District	0	0	0	0	0	0
Norfolk School District	0	5,000	0	3,255	0	4,170
North Branford School District	120,000	0	28,434	0	31,843	0
North Canaan School District	0	0	0	0	0	0
North Haven School District	313,200	0	53,204	0	62,885	0
North Stonington School District	0	0	0	0	0	0
Norwalk School District	1,574,700	0	195,958	0	247,293	0
Norwich Free Academy District	0	0	0	0	0	0
Norwich School District	767,000	10,000	60,012	157,810	86,335	10,000
Odyssey Community School District	0	0	0	0	0	0
Old Saybrook School District	60,000	250,000	19,987	52,559	21,477	156,140
Orange School District	0	200,000	0	54,363	0	130,767
Oxford School District	25,000	0	28,802	0	25,000	0
Park City Prep Charter School District	0	0	0	0	0	0
Plainfield School District	0	170,000	0	95,882	0	134,766
Plainville School District	0	5,000	0	103,623	0	5,000
Plymouth School District	0	0	0	0	0	0
Pomfret School District	0	0	0	0	0	0
Portland School District	0	0	0	0	0	0
Preston School District	38,000	110,000	7,326	19,264	8,468	66,866
Putnam School District	22	118,200	19,653	51,679	22	86,577
Redding School District	5,000	60,000	13,983	36,769	5,000	48,957
Regional School District 01	0	5,000	0	15,922	0	5,000
Regional School District 04	0	248,684	0	37,737	0	148,404
Regional School District 05	0	78,300	0	96,102	0	78,300
Regional School District 06	0	0	0	0	0	0
Regional School District 07	0	0	0	0	0	0
Regional School District 08	0	0	0	0	0	0
Regional School District 09	3,000	60,000	14,501	38,133	3,000	49,605

WESTON BOARD OF EDUCATION

Weston, CT

Meeting Date: September 22, 2020

Information Only

Action Requested

Agenda Item Subject: Policy and Regulation 5135, Student Use of the District's Computer Systems and Internet – First Reading

Submitted by: William McKersie

Document Summary/Purpose and/or Recommended Action:

William McKersie will present Policy and Regulation 5135, Student Use of the District's Computer Systems and Internet. This policy and regulation from Shipman and Goodwin will be adopted as new to take the place of our current policy and regulation, 5135, which was last adopted on June 17, 2013. This item is on for a first reading.

For more Board of Education Meeting and Committee Meeting Information, visit:

<https://meeting.cabe.org/public/Agency.aspx?PublicAgencyID=47&AgencyTypeID=1>

Students

**POLICY REGARDING STUDENT USE OF
THE DISTRICT'S COMPUTER SYSTEMS AND INTERNET SAFETY**

Computers, computer networks, electronic devices, Internet access, and e-mail are effective and important technological resources. The Board of Education has installed computers, and a computer network, including Internet access and an e-mail system, on Board premises and may provide other electronic devices that can access the network such as wireless and/or portable electronic hand-held equipment that can be used for word processing, wireless Internet access, image capture and recording, sound recording, information transmitting and/or receiving, storing etc. (including, but not limited to, laptops, Kindles, radios, I-Pads or other tablet computers). The Board's computers, computer network, electronic devices, Internet access, and e-mail are referred to collectively as "the computer systems"; and are provided in order to enhance both the educational opportunities for our students and the business operations of the district.

These computer systems are business and educational tools. As such, they are made available to students in the district for education related uses. The Administration shall develop regulations setting forth procedures to be used by the Administration in an effort to ensure that such computer systems are used by students solely for education related purposes. The Board will educate minor students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. Additionally, the Board will implement a technology protection measure to block or filter Internet access to visual depictions that contain material that is obscene or obscene as to minors or contains child pornography, and ensure that such filtering technology is operative during computer use by minor students to the extent practicable when such students are using Board-owned computers or devices and Board-provided Internet access.

As the owner of the computer systems, the Board reserves the right to monitor the use of the district's computers and computer systems.

Legal References:

Conn. Gen. Stat. § 10-221

Conn. Gen. Stat. §§ 53a-182b; 53a-183; 53a-250

Electronic Communication Privacy Act of 1986, Public Law 99-508, codified at 18 U.S.C. §§ 2510 through 2520

Children's Internet Protection Act, Pub. L. 106-554, codified at 47 U.S.C. § 254(h)

No Child Left Behind Act of 2001, Pub. L. 107-110, codified at 20 U.S.C. § 6777

Protecting Children in the 21st Century Act, Pub. Law 110-385, codified at 47
U.S.C. § 254(h)(5)(B)(iii)

Policy References:

Policy No. 5114, Student Discipline
Policy No. 5131.911, Bullying
Regulation No. 5131.911, Safe School Climate Plan
Policy 5135, Student Use of District's Computer Systems
Policy No. 6184, Unexpected Broadcast

Policy Adopted:

WESTON PUBLIC SCHOOLS
Weston, Connecticut

Students

**ADMINISTRATIVE REGULATIONS REGARDING STUDENT USE OF
THE DISTRICT'S COMPUTER SYSTEMS AND INTERNET SAFETY**

1. Introduction

a. Access to District Computer Systems When Students are Physically Present on School Property

When students are physically present on school property, the Board is pleased to offer students access to the district's computers and computer networks, including access to electronic mail (e-mail) and the Internet, as well as electronic devices, (all of which will be referred to collectively as "computer systems".) Access to the school's computer systems will enable students to explore libraries, databases, websites, and bulletin boards while exchanging information with others. Such access is provided solely for education-related purposes. Use of the district's computer systems will be allowed only for students who act in a considerate and responsible manner in using such systems.

The Board of Education and the Administration believe in the educational value of such computer systems and recognize their potential to support our curriculum by expanding resources available for staff and student use. Our goal in providing this service is to promote educational excellence by facilitating resource sharing, innovation and communication.

These computer systems are expensive to purchase, install and maintain. As the property of the district, these computer systems must be carefully handled and their integrity preserved for the benefit of all. Therefore, student are required to adhere to a set of policies and procedures, as set forth in detail below. Violations may lead to withdrawal of the access privilege and/or disciplinary measures in accordance with the Board's student discipline policy.

b. Access to District Computer Systems When Students are Engaged in Remote Learning

The Board and the Administration recognize that technology is integral to the delivery of instruction if the district implements any form of digital or remote learning. The district may therefore provide students with remote access to some or all of the district's computer systems so that students may access the district's virtual learning environment. Such access, if granted, is provided solely for education-related purposes. Use of the district's computer systems will be allowed only for students who comply with

district policies and procedures concerning computer system use, and demonstrate the ability to use the computer systems in a considerate and responsible manner.

These computer systems are expensive to purchase, install and maintain. As the property of the district, these computer systems must be carefully handled and their integrity preserved for the benefit of all. Therefore, students will be required to adhere to a set of policies and procedures, as set forth in detail below. Violations may lead to withdrawal of the access privilege and/or disciplinary measures in accordance with the Board's student discipline policy.

2. Definitions

Obscene – means any material or performance if, a) taken as a whole, it predominantly appeals to the prurient interest, b) it depicts or describes in a patently offensive way a prohibited sexual act and c) taken as a whole, it lacks serious literary, artistic, educational, political or scientific value.

Obscene as to minors - means any material or performance if it depicts a prohibited sexual act and, taken as a whole, it is harmful to minors.

For purposes of this section, "harmful to minors" means that quality of any description or representation, in whatever form, of a prohibited sexual act, when a) it predominantly appeals to the prurient, shameful or morbid interest of minors, b) it is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material for minors, and c) taken as a whole, it lacks serious literary, artistic, educational, political or scientific value for minors.

For the purposes of this section, "prohibited sexual act" means erotic fondling, nude performance, sexual excitement, sado-masochistic abuse, masturbation or sexual intercourse.

Child pornography – means any visual depiction, including any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where -

- (a) the production of such visual depiction involves the use of a minor engaging in sexually explicit conduct;
- (b) such visual depiction is a digital image, computer image, or computer-generated image that is, or is indistinguishable from, that of a minor engaging in sexually explicit conduct; or
- (c) such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct.

3. Monitoring

Students are responsible for good behavior on school computer systems just as they are in a classroom or a school hallway. Communications on the computer systems are often public in nature and general school rules for behavior and communications apply. It is expected that users will comply with district standards and will act in a responsible and legal manner, at all times in accordance with district standards, as well as with state and federal laws.

It is important that students and parents understand that the district, *as the owner of the computer systems, reserves the right to monitor and review* the use of these computer systems. The district intends to monitor and review in a limited fashion, but will do so as needed to ensure that the systems are being used for district-related educational purposes.

As part of the monitoring and reviewing process, the district will retain the capacity to bypass any individual password of a student or other user. *The system's security aspects, such as personal passwords and the message delete function for e-mail, can be bypassed for these purposes.* The district's ability to monitor and review is not restricted or neutralized by these devices. The monitoring and reviewing process also includes, but is not limited to; oversight of Internet site access, the right to review emails sent and received, the right to track students' access to blogs, electronic bulletin boards and chat rooms, and the right to review a student's document downloading and printing.

Therefore, all users must be aware that *they should not have any expectation of personal privacy in the use of these computer systems.*

4. Student Conduct

Students are permitted to use the district's computer systems for legitimate educational purposes. Personal use of district computer systems is expressly prohibited. Conduct which constitutes inappropriate use includes, but is not limited to the following:

- ◆ Sending any form of a harassing, threatening, or intimidating message, at any time, to any person (such communications may also be a crime);
- ◆ Gaining or seeking to gain unauthorized access to computer systems;
- ◆ Damaging computers, computer files, computer systems or computer networks;
- ◆ Downloading or modifying computer software of the district in violation of the district's licensure agreement(s) and/or without authorization from a teacher or administrator;
- ◆ Using another person's password under any circumstances;
- ◆ Trespassing in or tampering with any other person's folders, work or files;

- ◆ Sending any message that breaches the district's confidentiality requirements, or the confidentiality of students;
- ◆ Sending any copyrighted material over the system;
- ◆ Using computer systems for any personal purpose, or in a manner that interferes with the district's educational programs;
- ◆ Accessing or attempting to access any material that is obscene, obscene as to minors, or contains child pornography, as defined above;
- ◆ Transmitting or receiving e-mail communications or accessing information on the Internet for non-educational purposes;
- ◆ Cyberbullying;
- ◆ Accessing or attempting to access social networking sites (e.g., Facebook, Twitter, MySpace, etc.) without a legitimate educational purpose.

In addition, as noted above, if a particular behavior or activity is generally prohibited by law, by Board policy or by school rules or regulations, use of these computer systems for the purpose of carrying out such behavior or activity is also prohibited.

Misuse of the computer systems, or violations of these policies and regulations, may result in loss of access to such computer systems as well as other disciplinary action, including suspension and/or expulsion, depending on the specific conduct.

Anyone who is aware of problems with, or misuse of these computer systems, or has a question regarding the proper use of these computer systems, should report this to his or her teacher or principal immediately. Most importantly, the Board and the Administration urge *any* student who receives *any* harassing, threatening, intimidating or other improper message through the computer system to report this immediately. It is the Board's policy that no student should be required to tolerate such treatment, regardless of the identity of the sender of the message. *Please report these events!*

5. Internet Safety

The Administration will take measures: to assure the digital safety and security of students when using e-mail, chat rooms, distance learning platforms, and other forms of direct electronic communications; to prohibit unauthorized access, including “hacking” and other unlawful activities by minors online; to prohibit unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; to educate minor students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber-bullying awareness and response;

and to restrict students' access to online materials -that are obscene or obscene as to *minors* or contain child pornography, to the extent practicable when students are using Board-owned computers or devices and Board-provided Internet access.

6. Student Use Agreement

Before being allowed to use the district's computer systems, students and/or their parents/guardians must sign a computer system use agreement, stating that they have read and understood the district's policies and regulations regarding the use of its computer systems.

Legal References:

Conn. Gen. Stat. § 10-221

Conn. Gen. Stat. §§ 53a-182b; 53a-183; 53a-250 *et. seq.* (computer-related offenses)

Conn. Gen. Stat. § 53a-193 (definition of obscene and obscene as to minors)

18 U.S.C. § 2256 (definition of child pornography)

Electronic Communication Privacy Act of 1986, Public Law 99-508, codified at 18 U.S.C. §§ 2510 through 2520

Children's Internet Protection Act, Pub. Law 106-554, codified at 47 U.S.C. § 254(h)

No Child Left Behind Act of 2001, Pub. L. 107-110, codified at 20 U.S.C. § 6777

Protecting Children in the 21st Century Act, Pub. Law 110-385, codified at 47 U.S.C. § 254(h)(5)(B)(iii)

Miller v. California, 413 U.S. 15 (1973) (definition of obscene)

Policy References:

Policy No. 5114, Student Discipline

Policy No. 5131.911, Bullying

Regulation No. 5131.911, Safe School Climate Plan

Policy 5136, Use of Privately Owned Technological Devices By Students

Policy No. 6184, Unexpected Broadcast

Policy Adopted:

WESTON PUBLIC SCHOOLS

Weston, Connecticut

WESTON BOARD OF EDUCATION

Weston, CT

Meeting Date: September 22, 2020

Information Only

Action Requested

Agenda Item Subject: Policy and Regulation 5136, Use of Privately Owned Technology Devices By Students – First Reading

Submitted by: William McKersie

Document Summary/Purpose and/or Recommended Action:

William McKersie will present Policy and Regulation 5136, Use of Privately Owned Technology Devices By Students. This policy and regulation from Shipman and Goodwin will be adopted as new to take the place of our current policy and regulation, 5136, which was last adopted on June 17, 2013. This item is on for a first reading.

For more Board of Education Meeting and Committee Meeting Information, visit:

<https://meeting.cabe.org/public/Agency.aspx?PublicAgencyID=47&AgencyTypeID=1>

Students

USE OF PRIVATELY OWNED TECHNOLOGICAL DEVICES BY STUDENTS

Students may possess privately-owned technological devices on school property and/or during school-sponsored activities, in accordance with the mandates of this policy and any applicable administrative regulations as may be developed by the Superintendent of Schools.

Definitions

Board Technology Resources

For the purposes of this policy, “Board Technology Resources” refers to the Board’s computers and instructional technologies; communications and data management systems; informational technologies and the Internet; and any other technology resources owned and/or used by the school district and accessible by students.

Privately Owned Technological Devices

For the purposes of the this policy, “Privately Owned Technological Devices” refers to privately owned desktop computers, wireless and/or portable electronic hand-held equipment that can be used for word processing, wireless Internet access, image capture and recording, sound recording, information transmitting and/or receiving, storing, etc. These devices may include, but are not limited to, desktops, personal laptops, Smartphones, network access devices, Kindles, Nooks, cellular telephones, radios, personal audio players, I-Pads or other tablet computers, walkie-talkies, Blackberries, personal data assistants, I-Phones, Androids and other electronic signaling devices.

Use of Privately-Owned Technological Devices

Privately-owned technological devices may not be used during instructional time, except as specifically permitted by instructional staff.

On school property, at a school-sponsored activity, while in use for a remote learning activity, or while being used to access or utilize the Board’s technology resources, the use of any such device for an improper purpose is prohibited. Improper purposes include, but are not limited to:

- Sending any form of harassing, threatening, or intimidating message, at any time, to any person (such communications may also be a crime);
- Gaining or seeking to gain unauthorized access to Board technology resources;
- Damaging Board technology resources;

- Accessing or attempting to access any material that is obscene or contains pornography;
- Cyberbullying;
- Using such device to violate any school rule, including the unauthorized recording (photographic, video, or audio) of another individual without the permission of the individual or a school staff member; or
- Taking any action prohibited by any Federal or State law.

Search of Privately Owned Technological Devices

A student's privately owned technological device may be searched if the device is on Board property or in a student's possession at a school-sponsored activity and if there are reasonable grounds for suspecting that the search will turn up evidence that the student has violated or is violating either the law or the rules of the school. Any such search shall be reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

Responsibility for Privately Owned Technological Devices

Students are responsible for the safety and use of their privately owned technological devices. If a privately owned technology device is stolen, lost, or damaged, while the device is on school property or during a school-sponsored activity, a report should be made to the building principal, who will investigate the loss in a manner consistent with procedures for stolen or damaged personal property. Students and parents should be aware that the Board is not liable for any privately-owned technological device that is stolen, lost, or damaged while at school or during a school-sponsored activity. For that reason, students are advised not to share or loan their privately-owned technological devices with other students.

Disciplinary Action

Misuse of the Board's technology resources and/or the use of privately-owned technological devices to access or utilize the Board's technology resources in an inappropriate manner or the use of such devices in any manner inconsistent with this policy will not be tolerated and will result in disciplinary action. For students, a violation of this policy may result in loss of access privileges, a prohibition on the use and/or possession of privately-owned technological devices on school property or at school-sponsored activities, and/or suspension or expulsion in accordance with the Board's policies related to student discipline.

Access to Board Technology Resources

The Weston Board of Education may permit students, using their privately owned technology devices, to access the Board's computers and instructional technologies; communications and data management systems; informational technologies and the Internet; and any other technology resources used by the school district and accessible by students. Additionally, it is the expectation of the Board of Education that students who access these resources while using privately-owned technology devices will act at all times appropriately in ways which are fully in accord with applicable policies concerning technology use as well as all local, state, and federal laws.

Through the publication and dissemination of this policy statement and others related to use of the Board's computer systems, as well as other instructional means, the Board educates students about the Board's expectations for technology users.

The Board technology resources shall only be used to access educational information and to promote learning activities both at home and at school. Students are expected to act at all times appropriately in ways which are fully in accord with applicable policies concerning technology use as well as all local, state, and federal laws when using the Board technology resources. Failure to do so will result in the consequences outlined herein and in other applicable policies (including, but not limited to, the Safe School Climate Plan, the Student Discipline Policy and the Use of Computers Policy).

Students must abide by the procedures outlined in this policy and all policies and applicable regulations outlined in the Board's computer use and other applicable policies. Students will be given specific information for log-on and access procedures for using school accounts. No user may deviate from these log-on/access procedures. Students are not permitted to share their log-on and password information, except a student may share such information with the student's parent/guardian for the purpose of enabling the parent/guardian to assist and/or supervise the student in connection with the student's use of school accounts. **Students are advised that the Board's network administrators have the capability to identify users and to monitor all privately-owned technological devices while they are logged on to the network.** Students must understand that the Board has reserved the right to conduct monitoring of Board technology resources and can do so *despite* the assignment to individual users of passwords for system security. Any password systems implemented by the Board are designed solely to provide system security from unauthorized users, not to provide privacy to the individual system user. The system's security aspects, message delete function and personal passwords can be bypassed for monitoring purposes. Therefore, students should be aware that they should not have any expectation of personal privacy in the use of privately owned technological devices to access Board technology resources. This provision applies to any and all uses of the Board's technology resources and any privately-owned technological devices that access the same.

Harm to Board Technology Resources

Any act by a student using a privately-owned technological device that harms the Board's technology resources or otherwise interferes with or compromises the integrity of Board technology resources will be considered vandalism and will be subject to discipline and/or appropriate criminal or civil action.

Closed Forum

This policy shall not be construed to establish a public forum or a limited open forum.

Legal References:

Conn. Gen. Stat. § 10-233j

Conn. Gen. Stat. § 31-48d

Conn. Gen. Stat. §§ 53a-182; 53a-183; 53a-250, *et seq.*

Electronic Communication Privacy Act of 1986, Public Law 99-508, codified at 28 U.S.C. §§ 2510 through 2520

Policy References:

Policy No. 5114, Student Discipline

Policy No. 5131.911, Bullying

Regulation No. 5131.911, Safe School Climate Plan

Policy 5135, Student Use of District's Computer Systems

Policy No. 6184, Unexpected Broadcast

Policy Adopted:

WESTON PUBLIC SCHOOLS
Weston, Connecticut

WESTON BOARD OF EDUCATION

Weston, CT

Meeting Date: September 22, 2020

Information Only

Action Requested

**Agenda Item Subject: Personnel Sex Discrimination and Sexual Harassment Policy an Regulation
4118.11 – 4218.11 - First Reading**

Submitted by: William McKersie

Document Summary/Purpose and/or Recommended Action:

William McKersie will present this new policy and regulation from Shipman and Goodwin due to changes in Federal law these will take place of our current ones last approved on January 27, 2020. This item is on for a first reading.

For more Board of Education Meeting and Committee Meeting Information, visit:
<https://meeting.cabe.org/public/Agency.aspx?PublicAgencyID=47&AgencyTypeID=1>

PERSONNEL

SEX DISCRIMINATION AND SEXUAL HARASSMENT

It is the policy of the Weston Board of Education (the “Board”) for the Weston Public Schools 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. 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.

The Board does not discriminate on the basis of sex in the education programs or activities that it operates and the Board is required by Title IX of the Education Amendments of 1972 and its implementing regulations (“Title IX”) not to discriminate in such a manner. Students, Board employees and third parties are required to adhere to a standard of conduct that is respectful of the rights of 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 this Policy, the conduct must have occurred in an education program or activity of the Board; the conduct must have occurred within the United States of America; and the complainant must be participating in or attempting to participate in the education program or activity of the Board. Conduct that does not meet these requirements still may constitute a violation of another Board policy.

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

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

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

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

Reporting Sex Discrimination or Sexual Harassment

It is the express policy of the Board to encourage victims of sex discrimination and/or sexual harassment to report such claims. 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 Weston 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). Such training will include information on 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, 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 Director of Pupil Personnel Services. Any individual may make a report of sex discrimination and/or sexual harassment directly to the Title IX Coordinator using any one, or multiple, of the following points of contact:

District Coordinator

Tracy Edwards
Director of Pupil Personnel Services
24 School Road
Weston, CT 06883
(203) 221-6558
tracyedwards@westonps.org

Weston High School Coordinator

Matthew Filip
Assistant Principal
Weston High School
115 School Road
Weston, CT 06883
(203) 221-6505
matthewfilip@westonps.org

Weston High School Coordinator

Juliane Givoni
Assistant Principal
Weston High School
115 School Road
Weston, CT 06883
(203) 221-6504
julianegivoni@westonps.org

Weston Middle School Coordinator

Dru Walters
Assistant Principal
Weston Middle School
135 School Road
Weston, CT 06883
(203) 221-6364
druwalters@westonps.org

Weston Intermediate School Coordinator

Nicole Wilhelm
Assistant Principal
Weston Intermediate School
95 School Road
Weston, CT 06883
(203) 221-6334
nicolewilhelm@westonps.org

Hurlbutt Elementary School Coordinator

Kimberly Kus
Assistant Principal
Hurlbutt Elementary School
9 School Road
Weston, CT 06883
(203) 221-6304
kimkus@westonps.org

Any individual may also make a report of sexual harassment and/or sex discrimination to the U.S. Department of Education: Office for Civil Rights, Boston Office, U.S. Department of Education, 8th Floor, 5 Post Office Square, Boston, MA 02109-3921 (Telephone: 617-289-0111).

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

Legal References:

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

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

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

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

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

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

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

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

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

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

Policy References: Non-Discrimination, 4118.11-4218.11

Policy Adopted:

WESTON PUBLIC SCHOOLS
Weston, Connecticut

PERSONNEL

Sex Discrimination and Sexual Harassment Complaint Procedure

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

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

Sex discrimination occurs when a person, because of the person’s sex, is denied participation in or the benefits of any education program or activity receiving federal financial assistance.

Sexual harassment 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.

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 Director of Pupil Personnel Services. Any individual may make a report of sex discrimination and/or sexual harassment directly to the Title IX Coordinator using any one, or multiple, of the following points of contact:

District Coordinator

Tracy Edwards
 Director of Pupil Personnel Services
 24 School Road
 Weston, CT 06883
 (203) 221-6558
 tracyedwards@westonps.org

Weston High School Coordinator

Matthew Filip
 Assistant Principal
 Weston High School
 115 School Road
 Weston, CT 06883
 (203) 221-6505
 matthewfilip@westonps.org

Weston High School Coordinator

Juliane Givoni
 Assistant Principal
 Weston High School
 115 School Road
 Weston, CT 06883
 (203) 221-6504
 julianegivoni@westonps.org

Weston Middle School Coordinator

Dru Walters
 Assistant Principal

Weston Intermediate School Coordinator

Nicole Wilhelm
 Assistant Principal

Weston Middle School
135 School Road
Weston, CT 06883
(203) 221-6364
druwalters@westonps.org

Weston Intermediate School
95 School Road
Weston, CT 06883
(203) 221-6334
nicolewilhelm@westonps.org

Hurlbutt Elementary School Coordinator

Kimberly Kus
Assistant Principal
Hurlbutt Elementary School
9 School Road
Weston, CT 06883
(203) 221-6304
kimkus@westonps.org

The Title IX Coordinator manages the District's compliance with Title IX and is an available resource to anyone seeking information or wishing to file a formal complaint. 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

A. Definitions

- **Bias** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decision-maker(s) demonstrate actual bias, rather than the appearance of bias. Actual bias includes, but is not limited to, demonstrated personal animus against the respondent or the complainant and/or prejudgment of the facts at issue in the investigation.
- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- A **conflict of interest** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decision-maker(s) have personal, financial and/or familial interests that affected the outcome of the investigation.
- For purposes of investigations and complaints of sexual harassment, **education program or activity** includes locations, events, or circumstances over which the Board exercises substantial control over both the respondent and the context in which the sexual harassment occurs.
- **Employee** means (A) a teacher, substitute teacher, school administrator, school superintendent, guidance counselor, school counselor, psychologist, social worker, nurse, physician, school paraprofessional or coach employed by the Board or working in a public elementary, middle or high school; or (B) any other individual who, in the performance of his or her duties, has regular contact with students and who provides services to or on behalf of students enrolled in a public elementary, middle or high school, pursuant to a contract with the Board.
- **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the Administration investigate the allegation of sexual harassment. A “document filed by a complainant” means a document or electronic submission that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.
- **Respondent** means an individual who has been alleged to be the perpetrator of conduct that could constitute sexual harassment.
- **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments,

modifications of work or class schedules, mutual restrictions on contact between the parties, increased security and monitoring, and other similar measures.

B. Reporting Sexual Harassment

1. It is the express policy of the Board to encourage victims of sexual harassment to report such claims. Any person may report sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator. If the District receives notice of sexual harassment or alleged sexual harassment against a person in the District's education program or activity, the Title IX Coordinator or designee will promptly contact the complainant to discuss the availability of supportive measures, whether or not the complainant has filed a formal complaint, and will consider the complainant's wishes with respect to such measures. If the complainant has yet to file a formal complaint, the Title IX Coordinator or designee will explain to the complainant the process for doing so.
2. The District will treat complainants and respondents equitably. A respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility will be made at the conclusion of the grievance process if a formal complaint is filed. Nothing in 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 complaint being filed is against the Title IX Coordinator, the formal complaint should be filed with the Superintendent. If the formal complaint being filed is against the Superintendent, the formal complaint should be filed with the Board Chair, who will then retain an independent investigator to investigate the matter.
2. The District may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. If possible, formal complaints should be filed within ten (10) school days of the alleged occurrence in order to facilitate the prompt and equitable resolution of such claims. The District will attempt to complete the formal grievance process within ninety (90) school days of

receiving a complaint. This timeframe may be temporarily delayed or extended in accordance with Subsection G of this Section.

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

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

5. The parties may have an advisor of their choice accompany them during any grievance proceeding at which the party's attendance is required. The District may, in its discretion, establish certain restrictions regarding the extent to which an advisor may participate in the proceedings. If any such restrictions are established, they will be applied equally to all parties.
6. The Title IX Coordinator will, as applicable, promptly commence an investigation of the formal complaint, designate a school administrator to promptly investigate the formal complaint, or dismiss the formal complaint in accordance with Subsection F of this Section. The standard of evidence to be used to determine responsibility is the preponderance of the evidence standard (i.e., more likely than not). 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.
8. Both parties will be given an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. Prior to completion of the investigative report, the District will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have ten (10) school days to submit a written response, which the investigator(s) will consider prior to completion of the investigative report, as described in Paragraph 9 of this section.
9. The investigator(s) will create an investigative report that fairly summarizes relevant evidence. The investigator(s) will send the investigative report, in an electronic format or hard copy, to each party and to each party's advisor for their review and written response at least ten (10) school days prior to the time a determination regarding responsibility is made.
10. The 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 complaint filed is against the Superintendent, the Board Chair shall appoint the decision-maker, who shall be someone other than the Title IX Coordinator or investigator(s). The investigator(s) and the decision-maker(s) shall not discuss the investigation's facts and/or determination while the complaint is pending. The decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decisions to exclude a question as not relevant.
11. The decision-maker(s) will issue a written determination regarding responsibility. The written determination will include: (1) identification of the allegations potentially

constituting sexual harassment; (2) a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held; (3) findings of fact supporting the determination; (4) conclusions regarding the application of the District's code of conduct to the facts; (5) a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District will impose on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and (6) the District's procedures and permissible bases for the complainant and respondent to appeal. The written determination will be provided to both parties simultaneously.

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

D. Informal Resolution

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

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

Prior to agreeing to any resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint. If a

satisfactory resolution is reached through this informal process, the matter will be considered resolved. If these efforts are unsuccessful, the formal grievance process will continue.

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

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

E. Appeal Process

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

Appeals will be appropriate only in the following circumstances:

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

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

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

F. Dismissal of a Formal Complaint

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

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

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

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

G. Miscellaneous

1. Any timeframe set forth in these Administrative Regulations may be temporarily delayed or extended for good cause. Good cause may include, but is not limited to, considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; concurrent activity by the Department of Children and Families; or the need for language assistance or accommodation of disabilities. If any timeframe is altered on a showing of good cause, written notice will be provided to each party with the reasons for the action.
2. If a sexual harassment complaint raises a concern about discrimination or harassment on the basis of any other legally protected classification (such as race, religion, color, national origin, age, or disability), the Title IX Coordinator or designee shall make a referral to other appropriate personnel within the District (e.g. Section 504 Coordinator, etc.), so as to ensure that any such investigation complies with the requirements of policies regarding nondiscrimination.
3. If the sexual harassment complaint results in reasonable cause to suspect or believe that a child has been abused or neglected, has had a nonaccidental physical injury, or injury which is at variance with the history given of such injury, is placed at imminent risk of serious harm, or that a student has been sexually assaulted by a school employee, then, the person to whom the complaint is given or who receives such information shall report such matters in accordance with the Board's policy on the Reports of Suspected Child Abuse or Neglect of Children.
4. Retaliation against any individual who complains pursuant to the Board's Policy regarding the Prohibition of Sex Discrimination and Sexual Harassment (Personnel) and these Administrative Regulations is strictly prohibited. The District will take actions designed to prevent retaliation as a result of filing a complaint. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination described herein.

5. The District will maintain for a period of seven (7) years records of:
 - i. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the Board's education program or activity;
 - ii. Any appeal and the result therefrom;
 - iii. Any informal resolution and the result therefrom; and
 - iv. All material used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The Board will make these training materials publicly available on its website.

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

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

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

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, as defined above, should be handled pursuant to Section I of these Administrative Regulations.

C. Grievance Procedures

1. As soon as an employee feels that he or she has been subjected to sex discrimination other than sexual harassment, he/she should make a written complaint to the Title IX Coordinator or to the building principal, or his/her designee. The employee will be provided a copy of the Board's policy and Administrative Regulations and made aware of his or her rights. Preferably, complaints should be filed within ten (10) school days of the alleged occurrence. Timely reporting of complaints facilitates the investigation and resolution of such complaints.
2. The complaint should state the:
 - i. Name of the complainant;
 - ii. Date of the complaint;
 - iii. Date(s) of the alleged discrimination;
 - iv. Name(s) of the discriminator(s);
 - v. Location where such discrimination occurred;
 - vi. Names of any witness(es) to the discrimination;
 - vii. DETAILED STATEMENT OF THE CIRCUMSTANCES CONSTITUTING THE ALLEGED DISCRIMINATION; AND
 - viii. REMEDY REQUESTED.
3. Any employee who makes an oral complaint of sex discrimination to any of the above-mentioned personnel will be provided a copy of these Administrative Regulations and will be requested to make a written complaint pursuant to the above procedure.
4. All complaints are to be forwarded immediately to the building principal or designee unless that individual is the subject of the complaint, in which case the complaint should be forwarded directly to the Superintendent of Schools or his/her designee. In addition, a copy of any complaint filed under this policy shall be forwarded to the Title IX Coordinator. If the complaint being filed is against the Title IX Coordinator, the complaint should be filed with the Superintendent. If the complaint being filed is against the Superintendent, the complaint should be filed with the Board Chair, who will then retain an independent investigator to investigate the matter.
5. The Title IX Coordinator or designee shall investigate all complaints of sexual discrimination against an employee, regardless of whether the conduct occurred on or off-school grounds. Complaints will be investigated promptly within the timeframes identified below. Timeframes may be extended as needed given the complexity of the investigation, availability of individuals with relevant information, and other extenuating circumstances. The investigation shall be conducted discreetly, maintaining confidentiality insofar as possible while still conducting an effective and thorough investigation.
6. Any employee who makes a complaint shall be notified of the District's intent to investigate the complaint. In the event the employee requests confidentiality or that an

investigation not be conducted, the District will take reasonable steps to investigate and respond to the complaint to the extent possible, given the request for confidentiality or that the District not investigate the complaint. If the employee insists that his/her information not be shared with the alleged discriminator(s), the employee will be informed that the District's ability to investigate and/or take corrective action may be limited.

7. Upon receipt of a sex discrimination complaint, the Title IX Coordinator shall either promptly commence an investigation of the complaint, or shall designate a school administrator to promptly investigate the complaint. The Title IX Coordinator or designee shall:
 - i. offer to meet with the complainant and respondent (if applicable) separately within ten (10) school days to discuss the nature of the complaint, identify individuals the complainant and respondent (if applicable) believe have relevant information, and obtain any relevant documents the complainant and respondent may have;
 - ii. provide the complainant and respondent (if applicable) with a copy of the Board's sex discrimination policy and accompanying regulations;
 - iii. consider whether any interim measures may be appropriate to protect the complainant or respondent (if applicable), pending the outcome of the investigation;
 - iv. conduct an investigation that is adequate, reliable, and impartial. Investigate the factual basis of the complaint, including, as applicable, conducting interviews with individuals deemed relevant to the complaint;
 - v. consider whether alleged sex discrimination has created a hostile work environment, including consideration of the effects of off-campus conduct on the school;
 - vi. communicate the outcome of the investigation in writing to the complainant, to the respondent, and to any individual properly identified as a party to the complaint (to the extent permitted by state and federal confidentiality requirements), within ninety (90) school days from the date the complaint was received by the Superintendent's office. The investigator may extend this deadline for no more than fifteen (15) additional school days if needed to complete the investigation. The complainant and respondent (if applicable) shall be notified of such extension. The written notice shall include a finding whether the complaint was substantiated and if so, shall identify, to the extent possible, how the District will remedy the discrimination, adhering to the requirements of state and federal law; and
 - vii. when sex discrimination has been found, take steps that are reasonably calculated to end the discrimination, take corrective and/or disciplinary action aimed at preventing the recurrence of the discrimination, as deemed

appropriate by the Superintendent or his/her designee, and take steps to remedy the effects of the sex discrimination.

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

D. Miscellaneous

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

Section III. Further Reporting

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

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

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

Appendix A

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPLAINT FORM REGARDING SEXUAL HARASSMENT (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: _____

COMPLAINT FORM REGARDING SEX DISCRIMINATION (OTHER THAN SEXUAL HARASSMENT) (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: _____

SAMPLE WRITTEN NOTICE FOR FORMAL COMPLAINTS OF SEXUAL HARASSMENT

[LETTERHEAD]

NOTICE OF SEXUAL HARASSMENT ALLEGATIONS

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:

***Central Office, 24 School Road, Weston Connecticut 06883
tracyedwards@westonps.org
203-221-6558***

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 knowing submits false information during this grievance process is subject to discipline, up to and including termination.

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

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

[LETTERHEAD]

NOTICE OF INFORMAL RESOLUTION PROCESS FOR SEXUAL HARASSMENT
COMPLAINTS

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

The conduct allegedly constituting sexual harassment: _____

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

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

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

I voluntarily consent to the informal resolution process:

_____ Date

_____ Date

WESTON BOARD OF EDUCATION

Weston, CT

Meeting Date: September 22, 2020

Information Only

Action Requested

Agenda Item Subject: Student Sex Discrimination and Sexual Harassment Policy an Regulation 5114.6 - First Reading

Submitted by: William McKersie

Document Summary/Purpose and/or Recommended Action:

William McKersie will present proposed changes due to changes in Federal law to policy and regulation Student Sex Discrimination and Sexual Harassment Policy and Regulation 5114.6. This new policy and regulation will replace our current ones last approved on May 19, 2014. This item is on for a first reading.

For more Board of Education Meeting and Committee Meeting Information, visit:

<https://meeting.cabe.org/public/Agency.aspx?PublicAgencyID=47&AgencyTypeID=1>

STUDENTS

SEX DISCRIMINATION AND SEXUAL HARASSMENT

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

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

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

Sex discrimination occurs when a person, because of the person’s sex, is denied participation in or the benefits of any education program or activity receiving federal financial assistance.

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

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

Reporting Sex Discrimination or Sexual Harassment

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

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

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

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

District Coordinator

Tracy Edwards
Director of Pupil Personnel Services
24 School Road
Weston, CT 06883
(203) 221-6558
tracyedwards@westonps.org

Weston High School Coordinator

Matthew Filip
Assistant Principal
Weston High School
115 School Road
Weston, CT 06883
(203) 221-6505
matthewfilip@westonps.org

Weston High School Coordinator

Juliane Givoni
Assistant Principal
Weston High School
115 School Road
Weston, CT 06883
(203) 221-6504
julianegivoni@westonps.org

Weston Middle School Coordinator

Dru Walters
Assistant Principal
Weston Middle School
135 School Road
Weston, CT 06883
(203) 221-6364
druwalters@westonps.org

Weston Intermediate School Coordinator

Nicole Wilhelm
Assistant Principal
Weston Intermediate School
95 School Road
Weston, CT 06883
(203) 221-6334
nicolewilhelm@westonps.org

Hurlbutt Elementary School Coordinator

Kimberly Kus
Assistant Principal
Hurlbutt Elementary School
9 School Road
Weston, CT 06883
(203) 221-6304
kimkus@westonps.org

Any individual may also make a report of sexual harassment and/or sex discrimination to the U.S. Department of Education: Office for Civil Rights, Boston Office, U.S. Department of Education, 8th Floor, 5 Post Office Square, Boston, MA 02109-3921 (Telephone (617) 289-0111).

Legal References: Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, et seq.
Title IX of the Education Amendments of 1972, 34 C.F.R § 106.1, et seq.
Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)
Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)

Policy Adopted:

WESTON PUBLIC SCHOOLS
Weston, Connecticut

Students

ADMINISTRATIVE REGULATIONS REGARDING SEX DISCRIMINATION AND
SEXUAL HARASSMENT (STUDENTS)

It is the policy of the Weston Board of Education (the “Board”) for the Weston 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. 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.

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

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

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

1. Statements or other conduct indicating that a student’s submission to, or rejection of, sexual overtures or advances will affect the student’s grades and/or other academic progress.

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

NOTICE OF THE TITLE IX COORDINATOR

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

District Coordinator

Tracy Edwards
 Director of Pupil Personnel Services
 24 School Road
 Weston, CT 06883
 (203) 221-6558
tracyedwards@westonps.org

Weston High School Coordinator

Matthew Filip
 Assistant Principal
 Weston High School
 115 School Road
 Weston, CT 06883
 (203) 221-6505
matthewfilip@westonps.org

Weston High School Coordinator

Juliane Givoni
 Assistant Principal
 Weston High School
 115 School Road
 Weston, CT 06883
 (203) 221-6504
julianegivoni@westonps.org

Weston Middle School Coordinator

Dru Walters
 Assistant Principal
 Weston Middle School
 135 School Road

Weston Intermediate School Coordinator

Nicole Wilhelm
 Assistant Principal
 Weston Intermediate School
 95 School Road

Weston, CT 06883
(203) 221-6364
druwalters@westonps.org

Weston, CT 06883
(203) 221-6334
nicolewilhelm@westonps.org

Hurlbutt Elementary School Coordinator

Kimberly Kus
Assistant Principal
Hurlbutt Elementary School
9 School Road
Weston, CT 06883
(203) 221-6304
kimkus@westonps.org

The Title IX Coordinator manages the District's compliance with Title IX and is an available resource to anyone seeking information or wishing to file a formal complaint. 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

A. Definitions

- **Bias** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decision-maker(s) demonstrate actual bias, rather than the appearance of bias. Actual bias includes, but is not limited to, demonstrated personal animus against the respondent or the complainant and/or prejudgment of the facts at issue in the investigation.
- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- A **conflict of interest** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decision-maker(s) have personal, financial and/or familial interests that affected the outcome of the investigation.
- For purposes of investigations and complaints of sexual harassment, **education program or activity** includes locations, events, or circumstances over which the Board exercises substantial control over both the respondent and the context in which the sexual harassment occurs.
- **Employee** means (A) a teacher, substitute teacher, school administrator, school superintendent, guidance counselor, school counselor, psychologist, social worker, nurse, physician, school paraprofessional or coach employed by the Board or working in a public elementary, middle or high school; or (B) any other individual who, in the performance of his or her duties, has regular contact with students and who provides services to or on behalf of students enrolled in a public elementary, middle or high school, pursuant to a contract with the Board.
- **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the Administration investigate the allegation of sexual harassment. A “document filed by a complainant” means a document or electronic submission that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.
- **Respondent** means an individual who has been alleged to be the perpetrator of conduct that could constitute sexual harassment.
- **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, increased security and monitoring, and other similar measures.

B. Reporting Sexual Harassment

1. It is the express policy of the Board to encourage victims of sexual harassment to report such claims. Any person may report sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator. If the District receives notice of sexual harassment or alleged sexual harassment against a student in the District's education program or activity, the Title IX Coordinator or designee will promptly contact the complainant to discuss the availability of supportive measures, whether or not the complainant has filed a formal complaint, and will consider the complainant's wishes with respect to such measures. If the complainant has yet to file a formal complaint, the Title IX Coordinator or designee will explain to the complainant the process for doing so.
2. The District will treat complainants and respondents equitably. A respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility will be made at the conclusion of the grievance process if a formal complaint is filed. Nothing in 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 complaint being filed is against the Title IX Coordinator, the formal complaint should be filed with the Superintendent. If the formal complaint being filed is against the Superintendent, the formal complaint should be filed with the Board Chair, who will then retain an independent investigator to investigate the matter.
2. The District may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. If possible, formal complaints should be filed within ten (10) school days of the alleged occurrence in order to facilitate the prompt and equitable resolution of such claims. The District will attempt to complete the formal grievance process within ninety (90) school days of

receiving a complaint. This timeframe may be temporarily delayed or extended in accordance with Subsection G of this Section.

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

If, in the course of an investigation, the 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.
8. Both parties will be given an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. Prior to completion of the investigative report, the District will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have ten (10) school days to submit a written response, which the investigator(s) will consider prior to completion of the investigative report, as described in Paragraph 9 of this section.
9. The investigator(s) will create an investigative report that fairly summarizes relevant evidence. The investigator(s) will send the investigative report, in an electronic format or hard copy, to each party and to each party's advisor for their review and written response at least ten (10) school days prior to the time a determination regarding responsibility is made.
10. The 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 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 complaint is pending. The decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decisions to exclude a question as not relevant.

11. The decision-maker(s) will issue a written determination regarding responsibility. The written determination will include: (1) identification of the allegations potentially constituting sexual harassment; (2) a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held; (3) findings of fact supporting the determination; (4) conclusions regarding the application of the District's code of conduct to the facts; (5) a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District will impose on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and (6) the District's procedures and permissible bases for the complainant and respondent to appeal. 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 Section V of this Regulation.

D. Informal Resolution

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

Appeals will be appropriate only in the following circumstances:

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

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

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

F. Dismissal of a Formal Complaint

The Title IX Coordinator shall dismiss any formal complaint that 1) would not constitute sexual harassment as defined in these Administrative Regulations even if proved, 2) did not occur in the

District's education program or activity, or 3) did not occur against a person in the United States. Such dismissal does not preclude action under another Board policy.

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

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

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

G. Miscellaneous

1. Any timeframe set forth in these Administrative Regulations may be temporarily delayed or extended for good cause. Good cause may include, but is not limited to, considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; concurrent activity by the Department of Children and Families; or the need for language assistance or accommodation of disabilities. If any timeframe is altered on a showing of good cause, written notice will be provided to each party with the reasons for the action.
2. If a sexual harassment complaint raises a concern about bullying behavior, the Title IX Coordinator or designee shall notify the Safe School Climate Specialist or designee who shall coordinate any bullying investigation with the Title IX Coordinator, to promote the alignment of any such bullying investigation with the requirements of applicable Board policies and state law. Additionally, if a sexual harassment complaint raises a concern about discrimination or harassment on the basis of any other legally protected classification (such as race, religion, color, national origin, age, or disability), the Title IX Coordinator or designee shall make a referral to other appropriate personnel within the 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. The District will take actions designed to prevent retaliation as a result of filing a complaint. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination described herein.
5. The District will maintain for a period of seven (7) years records of:
 - i. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the Board's education program or activity;
 - ii. Any appeal and the result therefrom;
 - iii. Any informal resolution and the result therefrom; and
 - iv. All material used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The Board will make these training materials publicly available on its website.

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

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

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

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, as defined above, should be handled pursuant to Section I of these Administrative Regulations.

C. Grievance Procedures

1. As soon as a student feels that he or she has been subjected to sex discrimination other than sexual harassment, he/she or his/her parent/legal guardian should make a written complaint to the Title IX Coordinator or to the building principal, or his/her designee. The student will be provided a copy of the Board's policy and Administrative Regulations and made aware of his or her rights. Preferably, complaints should be filed within ten (10) school days of the alleged occurrence. Timely reporting of complaints facilitates the investigation and resolution of such complaints.
2. The complaint should state the:
 - i. Name of the complainant;
 - ii. Date of the complaint;
 - iii. Date(s) of the alleged discrimination;
 - iv. Name(s) of the discriminator(s);
 - v. Location where such discrimination occurred;
 - vi. Names of any witness(es) to the discrimination;
 - vii. Detailed statement of the circumstances constituting the alleged discrimination; and
 - viii. Remedy requested.
3. Any student who makes an oral complaint of sex discrimination to any of the above-mentioned personnel will be provided a copy of these Administrative Regulations and will be requested to make a written complaint pursuant to the above procedure. In appropriate circumstances, such as due to the age of the student making the complaint, a parent or school administrator may be permitted to fill out the form on the student's behalf.
4. All complaints are to be forwarded immediately to the building principal or designee unless that individual is the subject of the complaint, in which case the complaint should be forwarded directly to the Superintendent of Schools or his/her designee. In addition, a copy of any complaint filed under this policy shall be forwarded to the Title IX Coordinator. If the complaint being filed is against the Title IX Coordinator, the complaint should be filed with the Superintendent. If the complaint being filed is against the Superintendent, the complaint should be filed with the Board Chair, who will then retain an independent investigator to investigate the matter.

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

D. Miscellaneous

1. If a sexual 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 sexual 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 sexual discrimination complaint results in reasonable cause to suspect or believe that a child has been abused or neglected, has had a nonaccidental physical injury, or injury which is at variance with the history given of such injury, is placed at imminent

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

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

Section III. Further Reporting

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

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

Appendix A

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

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

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

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

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

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

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

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

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

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

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

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

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

WESTON PUBLIC SCHOOLS
Weston, Connecticut

COMPLAINT FORM REGARDING SEXUAL HARASSMENT (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: _____

Series 5000
Students

COMPLAINT FORM REGARDING SEX DISCRIMINATION (OTHER THAN SEXUAL HARASSMENT) (STUDENTS)

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

Name of the complainant _____

Date of the complaint _____

Date of the alleged sex discrimination _____

Name or names of the sex discriminator(s) _____

Location where such sex discrimination occurred _____

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

Detailed statement of the circumstances constituting the alleged sex discrimination

Remedy requested _____

Signature: _____

SAMPLE WRITTEN NOTICE FOR FORMAL COMPLAINTS OF SEXUAL HARASSMENT

[LETTERHEAD]

NOTICE OF SEXUAL HARASSMENT ALLEGATIONS

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

Identities of the parties involved, if known:

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

The conduct allegedly constituting sexual harassment:

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

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

***Central Office, 24 School Road, Weston Connecticut 06883
tracyedwards@westonps.org
203-221-6558***

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

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

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

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

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

[LETTERHEAD]

NOTICE OF INFORMAL RESOLUTION PROCESS FOR SEXUAL HARASSMENT
COMPLAINTS

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 Date

Communications Committee Meeting

May 14, 2020 9:00 AM

Via Conference Call

402-866-0282 PIN: 232 065 461#

Attendance Taken at 9:00 AM:

Present Board Members:

Ruby Hedge

Taffy Miller

Hillary Koyner

Others:

William McKersie

Craig Tunks

1. Website Update

Discussion:

Dr. Tunks shared with the Committee members the style guide for the new website. Meetings are held regularly with Joann Tyborowski and Sean Greene, who will be responsible for the IT portion of the site and training, and with Meredith Herman and Jen Ryan, who will handle the maintenance for the District.

IT has held meetings with each of the schools for the upkeep of their pages. Dr. Tunks reviewed the new website, walking the members through the features of the district level and reviewed one school's page. The calendar used within the new website will be Google Calendar. All buttons on the site should coordinate with the District's color scheme.

2. COVID-19 Related Update

2.1. Distance Learning and 2.2. Fall 2020 Reopening Update

Discussion:

The major area of work at the moment for the District is communications regarding Fall 2020 and reopening. The Communications Committee members thought having another person to represent the PPS Department on the Fall 2020 Task Force would help with the transition of Mr. Rizzo leaving and someone new in the Director of PPS position.

Discussion around how to's for a number of questions that parents have while in Distance Learning mode, such as parental controls, Chromebook 101, etc. Dr. McKersie and Dr. Tunks will discuss and see what can be done to help.

The Committee discussed the Annual Instructional Update that was presented during the Curriculum Committee meeting and all the good news that was included in the document. They would like something to be sent out to parents as well as a link to the document.

3. Other Business

Discussion:

Dr. McKersie and the Committee spoke about a communication to go to parents and staff regarding submissions of photos for the new website, including the link to the submission form.

4. Minutes Approval

Motion Passed: passed with a motion by Taffy Miller and a second by Ms. Hillary Koyner.

3 Yeas - 0 Nays.

5. Adjournment

Discussion:

The meeting was adjourned at 10:32 a.m.

Chairperson

Superintendent

Communications Committee Meeting

June 09, 2020 9:00 AM

Via Conference Call

475-277-0069 PIN: 631 350 206#

Attendance Taken at 9:01 AM:

Present Board Members:

Ruby Hedge

Taffy Miller

Hillary Koyner

Others:

William McKersie

Craig Tunks

1. Website Update

Discussion:

Dr. Tunks reviewed with the Communications Committee that the new website would be cut over next week and will have growth points over the summer. The team is working on Page Pops and the survey for the new site, which will be brief and concise.

Ms. Herman and Ms. Ryan are working on lists for the dropdowns in the blue bar area of the website. Ms. Tyborowski and Mr. Green met with all schools and are working to create news, contacts and update overall site.

IT will be working on adding Fall 2020 Distance Learning and COVID-19 buttons on the site. The Committee asked about an easier directory for the new site as well as the need for a FAQ page.

2. COVID-19 Related Update, 3. Distance Learning & 4. Fall 2020 Reopening Update

Discussion:

Two major projects are underway at the moment. A survey for all families and staff, created by members of the Fall 2020 Task Force. Items to be included will be how distance learning was for families and the nature of hybrid distance learning. Dr. McKersie is in close contact with area superintendents and Fran Rabinowitz from CAPPs, discussing what is being done in different districts and thoughts for the summer and fall.

Distance Learning and Hybrid Distance Learning options are being looked at from every vantage point. The Committee wants to make sure that all communications begin with the main goal and desire is having everyone back to in-person learning, however we are planning for many scenarios.

5. Staff and Public Communication Timing

Discussion:

The Committee would like information that has direct effect on staff, be sent to them first and then to families.

6. Emotional Health Communication

Discussion:

The Committee expressed concern with regard to the emotional health of students and what can we "do," rather than just communicate. Also asked was how are school psychologists and counselors helping students during this difficult time and how do we do more during the Distance Learning mode.

7. Other Business

Discussion:

The Committee discussed how we respond to recent and any future incidents and what we are doing as a District.

Three areas of concentration would be within our curriculum, social-emotional impact and how we confront and deal with all types of discrimination. Also spoken about was response times to emails that are sent. The goal would be for a 24-hour turnaround for a response or at least an acknowledgement of the email and a time when a response may be given.

8. Minutes Approval

Discussion:

There was no minute to approve.

9. Adjournment

Discussion:

The meeting was adjourned at 10:38 a.m.

Motion Passed: passed with a motion by Ruby Hedge and a second by Ms. Hillary Koyner.

3 Yeas - 0 Nays.

Chairperson

Superintendent

**Minutes
Facilities Committee
June 5, 2020**

Present:

Tony Pesco, Committee Chair
Ruby Hedge, Committee Member
Victor Escandon, Committee Member
Phil Cross, Director of Finance and Operations
Mike DelMastro, Director of Facilities

Absent:

Dr. William McKersie, Superintendent of Schools

Guests:

Christopher Spaulding, Weston First Selectman
Taffy Miller, Weston Resident
Richard Wolfe, Weston Building Committee

The meeting was called to order by Mr. Pesco at 9:02 a.m.

The Committee discussed the following items regarding the Weston Sidewalk Committee:

- Mr. Spaulding reported that the Town of Weston applied for three separate grants to have sidewalks installed in town. The first grant has been awarded and received, and is the Weston Community Connectivity Grant. This would allow for the installation of sidewalks connecting the school campus, the Town Hall complex, and the town center. It would also allow for installation of signal lighting to permit for safer crossing of Rt. 57 and access to the town center. All work would be conducted when it is the least impactful to school operation. There would very little actual roadwork, and most of the work that is done would be removed from student areas. Regarding lighting of the sidewalks, there isn't any funding available currently for lighting, but that may be something that could be addressed in the future. Mr. Spaulding added that beauty enhancements are included in the projects, so tree removal and grass seeding are included in the scope of work.

The Committee discussed the following items regarding facility and grounds monitoring/maintenance during the District's closure:

- Mr. DelMastro informed the Committee that with the closing of schools he has been able to start on summer work. Custodians have been helping teachers gather and bag student belongings for pick up, and they have also been walking the schools checking for leaks or any other issues. They have also started on painting projects. The grounds department has been mowing, trimming, mulching and planting, and the maintenance department has been keeping up with preventative maintenance projects. Some security has been on campus trying to maintain social distancing regulations since the campus has been partially re-opened to the public. The entire security staff will be on campus the following week for graduation ceremonies and also to aid in student pick up of belongings.

- Mr. DelMastro reported that the back-up septic pump at the elementary school needs to be repaired, as there seems to be an electrical problem that is holding the water back. The contractor will be there the following Thursday to make an assessment.

The Committee discussed the following regarding an update on the intermediate school floor:

- Mr. DelMastro informed the Committee that the project is moving along well. The cleaning company has taken responsibility for the damage they caused, and Mr. DelMastro will send them the exact amount they are responsible for. Additionally, he reported that he and Mr. Wolfe will review the color of the new tiles, as they are slightly different from the ones currently there, and he will also show Mr. Wolfe which tiles are being repaired, and which are being replaced.

The Committee discussed the following regarding a FY21 capital project update:

- Mr. Wolfe reported that the building committee will be going out to bid the following week for the high school façade repairs, and they should have the bids in hand by the end of June, and they are looking to complete the project by the end of August. Regarding the replacement of the chiller in Hurlbutt, he reported that the equipment has been purchased and should be delivered in mid-July.

- Mr. DelMastro informed the Committee that regarding the water heater project in East House, the contractor was in and figuring out all the valve sizes and locations. Once that is complete, he will order the materials and have a contractor come in to make the repairs. All wiring will be accomplished by District staff.

- Mr. Wolf reported that going forward the Board of Education should work directly with the Building Committee on all projects rather than going through Jonathan Luiz, the Town Administrator.

The Committee discussed the following regarding the May minutes:

- The Committee approved the May minutes.

There being no further business to discuss, the Committee adjourned at 10:14 a.m.

Respectfully submitted,

Andrew Galli

Administrative Assistant to the Director of Finance and Operations

**Minutes
Facilities Committee
July 28, 2020**

Present:

Tony Pesco, Committee Chair
Ruby Hedge, Committee Member
Victor Escandon, Committee Member
Dr. William McKersie, Superintendent of Schools
Phil Cross, Director of Finance and Operations
Mike DelMastro, Director of Facilities

Guests:

Gina Albert, Weston Resident
Hillary Koyner, Weston Resident

The meeting was called to order by Mr. Pesco at 10:01 a.m.

The Committee discussed the following items regarding Fall 2020 reopening plans:

- Regarding transportation, Mr. Cross reported that the actual bus routes really won't change. Whether the District returns full time or with a hybrid model, First Student is recommending not to have additional routes as that would only add confusion. For SPED transportation Relia will be following State guidelines regarding social distancing. They are not certain about rideshares yet. They will have more information in August. Tracy Edwards, the new Director of Pupil Personnel Services is currently checking with families to confirm if they will need transportation. If there are any new students that come in during the year that will require transportation, Tracy will review the request, determine the District's commitment, and then decide if transportation is required.
- Mr. Cross informed the Committee that the buses will be cleaned daily and it is the responsibility of First Student to do it. The District will not be adhering to a one student per seat policy as the State has determined that as long as all children are wearing facemasks, the buses can operate under normal conditions. The District is not planning on having monitors on the buses, but can add them if necessary.
- Regarding increased traffic if a majority of families decide to drive their children to school, Dr. McKersie reported that he has had conversations with Chief Henion of the Weston Police Department. Once the District knows for certain if it will be back full time or hybrid, the PD will be ready to help work out a plan.

- • Regarding creating a safe learning environment, Mr. DelMastro reported that all the rooftop units and air handlers have fresh air dampers on them and he can increase the amount of fresh air that is being allowed into the buildings. If it's hot out it will be uncomfortable as the higher amount of fresh air that is allowed in, the less air conditioned air is in the building. All filters are currently being changed and all units are being checked and cleaned. Right now all the HVAC systems are running well. Every bathroom, all hallways and shared classrooms have exhaust fans and they are all up and running. Specialty rooms will be equipped with portable air cleaners to help with air purification.

- Mr. DelMastro reported that the chiller replacement at Hurlbutt is proceeding well. One piece still needs to be delivered for a leak that was discovered, but the system should be able to be started up by the beginning of August.

- Regarding the cleaning of the buildings, Mr. DelMastro reported that the bathrooms would be cleaned twice a day. Mr. Cross added that more people would be needed to handle the increased cleaning, and this would likely be done through Affineco. Mr. DelMastro also added that the District has purchased additional hand sanitizing stations that will be placed in high-traffic areas, as well as hand sanitizers and disinfecting wipes which will be placed in each classroom. Additionally, directional signs will be placed in all buildings to aid in foot traffic.

- Mr. Cross reported that Chartwells is developing several different plans to feed students and should have a definitive proposal by mid-August. Some options include serving students in common areas with food carts with the students then being able to take the food back to their classroom, as well as a pre-order platform which will cut down on crowding.

- Regarding Fall sports, Dr. McKersie reported that the State's view is that sports will be played. Facility-wise the fields are ready and in great shape thanks to the work of the grounds department.

- Mr. DelMastro reported that isolation rooms have been identified in all schools, predominantly in the nurses' offices. If an individual is re-located to one of these rooms, the return air will be shut-off so germs won't be spread to other parts of the building, and an air cleaner will be turned on in the room.

There being no further business to discuss, the Committee adjourned at 10:14 a.m.

Respectfully submitted,

Andrew Galli

Administrative Assistant to the Director of Finance and Operations

**Minutes
Facilities Committee
September 4, 2020**

Present:

Tony Pesco, Committee Chair
Ruby Hedge, Committee Member
Victor Escandon, Committee Member
Dr. William McKersie, Superintendent of Schools
Phil Cross, Director of Finance and Operations
Mike DelMastro, Director of Facilities

Guests:

Richard Wolf, Weston Building Committee

Public:

Kristana Esslinger, Weston Resident

The meeting was called to order by Mr. Pesco at 9:10 a.m.

The Committee discussed the following items regarding Fall 2020 reopening plans:

- Regarding transportation, Mr. Cross reported that all buses have been routed and stops have been posted to the parent portal. Any questions from families will first be routed to the bus garage and then escalated to the finance office if necessary. All routes will remain as they currently are for the first two weeks of school, and then if necessary, and safety permitting, routed changes can be considered. Mr. Cross notified the bus company that all buses should have their windows open, weather permitting.
- Mr. DelMastro reported that while there will be increased traffic on campus during drop-off and pick-up times, the hybrid start will make that easier. For the first week of school there will be four police officers present during these times. Additionally, Mr. DelMastro noted that some changes were made to the elementary school process which should alleviate any traffic back-ups onto Rt. 57.
- Mr. DelMastro informed the Committee that all buildings are ready for the first day and all will be running at 100% by the end of the day. All filters have been changed and all systems have been maintained. For rooms without fresh air in-take, the District has purchased portable A/C's and HEPA air cleaners. Additionally, some rooms in the

middle and high schools which did not have air conditioning will not be used, and instead those classes will be moved to other rooms that do.

- Regarding the cleaning of rooms, Mr. DelMastro reported that regular cleaning and disinfecting will be done on all high-touch areas such as bathroom doors, faucets, exit doors, soap dispensers, etc. Each evening all teacher desks, student desks, chairs, smartboards, etc. will also be cleaned and disinfected as well. The District has purchased four disinfecting misters which will be used once a month to conduct a deep clean of all buildings.
- Regarding Weston families donating PPE equipment, Dr. McKersie reported that while the generosity and support of Weston families is greatly appreciated, at this time the District is asking families not to purchase any PPE supplies for donation. The District currently has an adequate supply of PPEs for both students and staff. Further, these donations will provide some logistical issues as it will be difficult for the District to coordinate the delivery of these supplies. Additionally, State regulations dictate which cleaning products can be used in the schools.
- Mr. DelMastro reported that there is one windowless classroom in the elementary school and one in the high school that are being used, but a portable A/C or HEPA air cleaner will be placed in both of them. Also, water fountains are currently not being used, so the District may need to consider purchasing water bottles for students.

The Committee discussed the following items regarding an update on facilities and grounds maintenance:

- Mr. DelMastro reported that the high school façade project is still ongoing and it's only about three weeks into the project. Mr. Wolf added that it appears that expansion joints were not installed when the building was built, but that is common for 1960's construction. Additionally, there does not appear to be much deterioration in the reinforcing rods.
- Mr. Wolfe reported that the unit ventilator replacement project at the elementary school has been completed and is operational.
- Mr. DelMastro reported that while replacing the steam traps and heat controls in the East House of the elementary school some asbestos was discovered. The abatement has been completed and the building is ready for full usage again and work on the project can start up again. The project will be over budget however because of the abatement.

The Committee discussed the following items regarding approval of the June and July minutes:

- The Committee approved the June and July minutes.

There being no further business to discuss, the Committee adjourned at 10:17 a.m.

Respectfully submitted,

Andrew Galli

Administrative Assistant to the Director of Finance and Operations

DRAFT

**Minutes
Finance Committee
June 8, 2020**

Present:

Gina Albert, Committee Chair

Ruby Hedge, Committee Member

Victor Escandon, Committee Member

Dr. William McKersie, Superintendent of Schools

Phil Cross, Director of Finance and Operations

The meeting was called to order by Ms. Albert at 9:33 a.m.

The Committee discussed the following items regarding the monthly financial update including internal services fund (for dental):

- Mr. Cross reported a projected fund balance for FY 2020 of \$580,169, which is slightly below the \$600,000 unexpended budget that the Town is expecting. The Board of Finance approved the FY21 budget with the assumption that the Board of Education would provide the \$600,000. Mr. Cross is still optimistic that the goal can still be reached, but if the District is not able to find the additional savings, he recommended that the internal services fund be used to achieve that targeted balance. The Committee approved that action.
- Mr. Cross reported that the District was invoiced for a Zenon plant repair from the previous summer, in the amount of \$20,000. The Committee suggested creating an analysis of the plant to ensure that there aren't any other major repairs that are needed.
- Regarding the Internal Services Fund, which now only includes dental, Mr. Cross reported that the current fund balance is \$1,190,096. The Committee suggested that it should be noted that while there was positive movement in the fund this year, there could be a spike in claims once the COVID restrictions ease and staff members resume dental appointments.

The Committee discussed the following regarding the construction grant close-out:

- Mr. Cross informed the Committee that the 2015 windows and doors project at the high school was never officially closed out with the State, so the Board of Education needs to formally approve the project as complete, and then a final audit can be conducted. The Committee agreed that the District should follow-up with the Town to see if there is any

documentation indicating that the Board of Finance voted to close-out the project. If so, then this item could be brought to the full Board for approval.

The Committee discussed the following regarding the 2021 tuition rates for non-residents:

- Mr. Cross shared with the committee the 2021 non-resident tuition rates. The rate increase is based on the budget increase, and the Committee agreed to bring the rates to the full Board for approval.

The Committee discussed the following regarding the 2021 utility and facility rental rates:

- Mr. Cross shared with the committee the 2021 utility and facility rental rates. The rates were increased by 1.75%, the current CPI, over the previous year. The Committee agreed to bring the rates to the full Board for approval.

The Committee discussed the following regarding approval of the May minutes:

- The Committee approved the May minutes.

The Committee discussed the following regarding other business:

- The Committee discussed the fact that going forward, the District should keep track of any COVID related expenses and present these to the Board of Finance so they are aware of these unforeseen expenses. Additionally, regarding any additional staff that needs to be hired related to COVID, there should be an MOU in place with the unions that these hires are temporary.

There being no further business to discuss, the meeting adjourned at 10:21 a.m.

Respectfully submitted:

Andrew Galli

Administrative Assistant to the Director of Finance and Operations

**Minutes
Finance Committee
July 8, 2020**

Present:

Gina Albert, Committee Chair
Ruby Hedge, Committee Member
Victor Escandon, Committee Member
Dr. William McKersie, Superintendent of Schools
Phil Cross, Director of Finance and Operations

Guests:

Ken Crow, Assistant Superintendent
Daniel DiVito, Director of Digital Learning and Technology

Public:

Tony Pesco, Weston Resident

The meeting was called to order by Ms. Albert at 1:34 p.m.

The Committee discussed the following items regarding technology purchases related to COVID 19:

- Mr. Crow reviewed the necessary technology purchases and informed the Committee that these items support all three district opening scenarios – fully open, hybrid learning, and complete distance learning – and can be used even when the pandemic passes and schools are once again fully open. The District is planning to put together a teacher toolkit which would include document cameras, Zoom licenses and iPads. The document cameras can be used in and out of the classroom and would allow teachers to create a second focus area. Zoom is becoming the standard for communicating with students and will act as the navigation point of the online experience. Zoom, in conjunction with the iPads, allows teachers to share virtual whiteboards. The software purchases are necessary as they were used extensively while school was closed, but while the District is currently receiving them for free, they are set to expire before school starts again and will no longer be free of charge.

- Mr. DiVito added that these are the best tools based on what schools across the country are using, and currently schools worldwide are looking to purchase iPads and Chromebooks.

- The Committee approved moving forward with the purchases, with the understanding that the full Board of Education will be briefed on the purchases at their July meeting, and that there is an evolving review process in place as opening plans formalize.

The Committee discussed the following regarding other COVID 19 purchases:

- The Committee reviewed the list of possible items needed to be purchased in order for school to re-open either fully or partially, but reiterated that the list is a preliminary one which continues to evolve and none of the costs are firm. The document is a draft meant for discussion only. The list includes disposable masks for students and staff, hand sanitizers (pump bottles), free-standing hand sanitizer dispensers, disinfecting wipes and protective screens.
- Dr. McKersie added that the possible transportation costs are the most preliminary. If the District decides to social distance on buses as well, then there would be a need for additional buses, in addition to monitors on each bus and the rerouting of bus stops. Mr. Cross added that at this point it is even questionable if the District would be able to get additional buses or drivers.
- The Committee discussed the possibility of partnering with neighboring districts in order to increase the purchase amounts and to take advantage of bulk discounts. Mr. Cross reported that he is currently investigating the possibility of doing this with Westport. The Committee also discussed the possibility of asking teachers to include some PPE items on their list of back-to-school items that families are required to supply. While Dr. McKersie did not rule this out, he added that the District needs to ensure employees that their safety concerns will be met regardless if families contribute some of the PPE materials.
- Mr. Cross reported that there will also be a need for an increased level of cleaning which cannot be handled by the current staff. There are two ways to approach this. The District can either hire two full time employees, or use Affineco and have them increase their cleaning schedule. This option would cost \$5,300 per month. The Committee preferred to use Affineco.
- The Committee agreed to move forward with purchasing supplies for the first quarter.

There being no further business to discuss, the meeting adjourned at 2:55 p.m.

Respectfully submitted:

Andrew Galli

Administrative Assistant to the Director of Finance and Operations

**Minutes
Finance Committee
August 20, 2020**

Present:

Gina Albert, Committee Chair
Ruby Hedge, Committee Member
Victor Escandon, Committee Member
Dr. William McKersie, Superintendent of Schools
Phil Cross, Director of Finance and Operations

Guests:

Ken Crow, Assistant Superintendent
Laura Kaddis, Hurlbutt Elementary School Principal

Public:

Tony Pesco, Weston Resident

The meeting was called to order by Ms. Albert at 9:00 a.m.

The Committee discussed the following items regarding FY20 wrap-up:

- Mr. Cross reported a projected fund balance for FY 2020 of \$777,568. This includes \$85,278 which the District is expecting from First Student as a refund, but has not received yet. The fund balance was achieved by a combination of a budget freeze and savings related to early school closure resulting from the current pandemic. The Board of Education previously committed to returning to the Town the original fund balance of \$600,000. Since the balance is higher than anticipated, due in large part to SPED expenses that didn't materialize, Mr. Cross is recommending that the District request that the Board of Finance establish a carryover account in the amount of \$177,568, that the Town will control, to partially fund the significant unanticipated expenditures for FY21 due to the pandemic.
- Regarding the Internal Services Fund, which now only includes dental, Mr. Cross reported that the ending fund balance for FY20 is \$1,157,506.

The Committee discussed the following regarding FY21:

- Mr. Cross reviewed the anticipated financial impact of the Covid pandemic to the FY21 budget. To date, the District has spent \$72,850 on various health and safety products, such as PPE, signs, air purification, and desk screens. Technology costs associated with

the pandemic are estimated at \$152,358, which includes a rush fee to receive new Chromebooks, as well as covers for Chromebooks being used by the lower grades. Increased staff for additional cleaning requirements is estimated at \$256,700. This is what the cost would be if the District needed to hire additional staff. If the District instead asks its cleaning contractor to add additional people to perform the cleaning, the cost would be less. The District is currently negotiating with the AFSCME union to allow the cleaning company to do this. Curriculum planning costs, which covers the additional work the CILs needed to do over the summer to prepare for the hybrid teaching model, are estimated at \$14,532. The daily cleaning of buses, if they are cleaned four times daily, would cost \$19,001. Mr. Cross reported that cleaning the buses four times a day would be very tight, and is not sure it's possible. If they are only cleaned twice a day, this cost would be less.

- Mr. Cross added that additionally, the District is looking at potential revenue loss from the lack of athletic gate receipts, facility rental fees and theater receipts. The total potential revenue loss in FY21 due to the pandemic is \$957,683. Potential mitigating funds include the Cares Act, FEMA reimbursement, and Open Choice Grant, and the FY21 carryover funds if approved by the Board of Finance, lowering the projected budget deficit to \$578,005.

The Committee discussed the following regarding the possibility of adding a section to grades K and 1:

- Ms. Kaddis reported that the elementary school has seen a bump in enrollment. Kindergarten enrollment seems to have leveled off for now, and she is not recommending adding an additional kindergarten section at this time, as all the kindergarten sections are meeting class size guidelines. Regarding first grade, sections there are currently over class size guidelines, with 144 total first graders currently enrolled. An additional section of grade one is warranted to maintain class sizes at or below 20 students. These figures do not include any new Open Choice students for these grades. The District is committed to adding four new Open Choice students across kindergarten and first grade if space permits. The additional section would help in meeting that goal. This will be discussed further at the August Board of Education meeting.

There being no further business to discuss, the meeting adjourned at 10:20 a.m.

Respectfully submitted:

Andrew Galli

Administrative Assistant to the Director of Finance and Operations