

Somers Board of Education Regular Meeting

Monday, August 25, 2025 7:00 PM

Somers Board of Education Chambers, 1 Vision Boulevard, Somers, CT 06071

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF MINUTES**
 1. Approval of the June 23, 2025 BOE Meeting Minutes 3
The Board to review and approve the minutes from the June 23, 2025 Board meeting.
4. **ADMINISTRATIVE REPORTS**
 1. Superintendent Update
 2. FY25 EOY Report 13
Stephanie Levin, Director of Business Services, will be available to answer questions regarding the FY25 EOY report.
 3. FY26 July Monthly Report 14
Stephanie Levin, Director of Business Services, will update the Board on the monthly budget report.
5. **OPPORTUNITY TO ADD/DELETE AGENDA ITEMS**
6. **CONSENT AGENDA**
 1. Warrants of June 30, 2025 15
The Board to review and consent to the warrant of June 30, 2025.
 2. Warrant of July 14, 2025 20
The Board to review and consent to the warrant of July 14, 2025.
 3. Warrant of August 8, 2025 (FY 24/25) 23
The Board to review and consent to the warrant of August 8, 2025 for FY 24-25.
 4. Warrant of August 8, 2025 25
The Board to consent to the warrant of August 8, 2025.
 5. Warrant of August 25, 2025 31
The Board to review and consent to the warrant of August 25, 2025.
 6. Resignations
 - Jennifer Sugermeier, Grade 5 Teacher, is resigning after six years of service at SPS.
 - Noreen Harnett, MBA, World Language Teacher, is resigning effective August 24, 2025, after four years of service at SPS.
 - Linda Preston, SHS World Language Teacher, is resigning effective August 25, 2025, after more than 26 years of service at SPS.
7. **OLD BUSINESS**
8. **NEW BUSINESS**
 1. Board to Approve District School Maintenance Worker
The Board to review and approve the hiring of Karl "Ross" Bower, District School Maintenance Worker per DBS Policy 4112.8 - Nepotism.
 2. Recommended FY25 EOY Transfers 35
The Board to review and approve the recommended FY25 EOY transfers.
 3. 1st Posting DBS Policy 4000.1/5145.44 - Students - Title IX (2021) 37
 4. 1st Posting DBS Code 4000.1/5145.44 - Students - Prohibition of Sex Discrimination, Including Sex-Based Harassment (2025) 42
 5. 1st Posting DBS Code 9222 - Resignation/Removal of Board Officer 73
 6. 1st Posting DBS Code 9325.2 - Time, Place, Notification of Meetings 83
 7. 1st Posting DBS Code 2400.1 - Evaluation of the Superintendent 84
 8. Required New BOE Member Training

Anne Kirkpatrick will discuss the required training needed for new Board members.

9. **COMMITTEE REPORTS**
 1. Curriculum (next meeting 9/8/25 5:30 p.m.)
 2. Policy
 3. Planning/Finance
 4. Salary & Negotiations
 5. Building
10. **CABE/CREC/State Dept. of Ed./SEF**
11. **AUDIENCE TO CITIZENS/STAFF/STUDENTS**
12. **ADJOURNMENT**

**Somers Board of Education Regular Meeting
Somers Board of Education Chambers**

Monday, June 23, 2025

7:00 PM

(The recorded livestream may be viewed on SPS' YouTube channel on the school website)

Present BOE Members: Anne Kirkpatrick, Mike Briggs, Dr. Ed DePeau, JT Galloway (7:20 p.m.), Shane Manning, Jan Martin, Carl Stebbins, Derek Zelek

Absent BOE Member: Kim Radziewicz

Others: Dr. Sam Galloway, Dina Senecal, Lynn Erickson, Julie Hinkley, Mike Dalessio, Ann Kalman, Ryan Kalman, Jocelyn Randall, John Tabb, Terry Tabb, Lisa Wood, Denise Wheeler, Steve Merone, Jackie Camerota, Mike Camerota, Shawn Curtis, Paul Hart, Sharon Goulet, Don Goulet, Josie Goulet, RJ Goulet, Caroline Skownorck, Marianne Urbanowski, Jake Urbanowski, Noah Camerota, Liv Camerota, Kylie Putis, Lee Ann MacFeat, Heather MacFeat, Dahlia MacFeat, Gavin MacFeat, Paul MacFeat, Jay Snukis, Michelle Dalessio, Michelle Travali, Steve Travali, Bob Socha, Diane Socha, Mark Benoit, Jacob Grondin, Haley Keane, Abigail Grondin, Elizabeth Grondin, Nicholas Andizejewski, Matthew Moylen, Ryan Smith, Dave Zlomek, Colleen Meier, Lily Meier, Tim Keeney, Bill Meier, Denise Collins, Jim Barile, Amy Smith, Michael Smith, Dean Hills, Christine Munsell, Erica Theising, Jessica Hollenback, Carla Prayzner, Timothy Percoski, Ashley DePeau, Jeanne Donohue, Amy Avery, Gina Olearczyk, Brian Cassidy, Valerie Cassidy, Sarah Moynihan Bollinger, Julia Catellir, Sheryl Catellir, Laura Guerrette, Dennis Reardon, Deidre Dalessio, Luke Bolduc, David Marti, Paul Salva, Bob Chester, Matthew J. MacFeat, Steve Pierce, Tina Suter, Erin Anthony, Jason Estes, David Alexander, Lauren Tabb, Selina Ruggiero, Jimmy Ruggiero, Colin Tabb, Jane Malone, Thomas Malone, Melissa Cianci, Jeff Golden, David Graham, Jacob Graham, James MacFeat, Lindsay MacFeat, Isla MacFeat, Emma MacFeat, Sal Camerota, JoAnn Camerota, Frank M. Antonacci, Joseph Marinaccio, Kathy Hoague, Sal Camerota, Ava Camerota, Keith G Burger, Tom Chilicki, Chrissy Grondin, Katie Grondin, Braedin Dobek, Tom Mazzoli, Ben Camerota, Jack O'Brien, Ed Giza, Linda Louise Lacasse, Jerry Lacasse

1. CALL TO ORDER

The regular Board of Education meeting was called to order by Chair Kirkpatrick at 7:01 p.m. in the Board of Education Chambers.

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

3.1. Approval of the June 9, 2025 BOE Meeting Minutes

Rationale: The Board to review and approve the minutes from the June 9, 2025 Board meeting.

Motion to approve minutes of June 9th Board of Education Meeting. This motion, made by Jan Martin and seconded by Carl Stebbins, Carried. **Yea: 7, Nay: 0, Absent: 2 (Kim Radzewicz, JT Galloway)**

4. ADMINISTRATIVE REPORTS

4.1. Superintendent Update

Superintendent Galloway reviewed recent noteworthy events including the MBA Promotion Ceremony held on 6/11/25, the 5th Grade Ceremony held on 6/12/25, and the SHS Graduation held on 6/12/25. Superintendent Galloway shared recent accolades in the district, including the announcement of SES as the 2025 CAS Elementary School of the Year, MBA as the 2024 Middle Level School of the Year, and Mr. Ken McCarthy as Somers Teacher of the Year and inductee into the National Lacrosse Hall of Fame. The SHS schedule has been updated after careful planning.

4.2. 2025-2026 Summary of Staffing Changes

Rationale: Per DBS Code 4112.1, Dr. Galloway will update the staff changes for the 25-26 school year.

5. OPPORTUNITY TO ADD/DELETE AGENDA ITEMS

6. CONSENT AGENDA

Motion to approve Consent Agenda. This motion, made by Shane Manning and seconded by Mike Briggs, Carried. **Yea: 7, Nay: 0, Absent: 2 (Kim Radzewicz, JT Galloway)**

6.1. Warrant of June 23, 2025

Rationale: The Board to review and consent to the warrant of June 23, 2025.

6.2. 2nd Posting DBS Code 5114 - Students - Suspension and Expulsion/Due Process

6.3. 2nd Posting DBS Code 2151 - Administration - Hiring School Administrators

6.4. Resignations

Rationale:

- Elizabeth O'Toole, Grade 3 Teacher, is resigning effective immediately from her teaching position to transfer to a Reading Tutor position at Somers Elementary School.
- Tashina Genlot, Preschool Paraeducator, resigned at the end of the 24-25 school year.

7. OLD BUSINESS

7.1. 2nd Posting for Math Program for K-8 for 2025-26 School Year

Rationale: The Board to approve the Eureka Math² Curriculum for the 2025-26 school year.

Motion to approve the Eureka Math² Curriculum for 2025-2026 school year for grades K-8. This motion, made by Jan Martin and seconded by Ed DePeau, Carried. **Yea: 7, Nay: 0, Absent: 2 (Kim Radziewicz, JT Galloway)**

Discussion: Board Member Carl Stebbins inquired about the key reasons for selecting the Eureka Math² Curriculum over other programs. Ms. Dina Senecal, Ms. Lynn Erickson, and Mr. Tim Percoski explained that the program aligns with district math goals and promotes strong fluency in mathematics. Teachers are satisfied with the program and noted that students are learning more than ever before. The program is well-aligned with Go Open CT resources and SBAC. Finally, teachers feel the program is practical and can be implemented with fidelity.

Board Member Ed DePeau inquired about the contractual commitment to the program. Ms. Senecal clarified that the contract is for a three-year term, at the conclusion of which the district will assess its ongoing needs.

8. NEW BUSINESS

8.1. July 14, 2025 Board Meeting

Rationale: Dr. Galloway will recommend canceling the July 14, 2025 Board meeting.

Motion to cancel the July 14 Board of Education meeting. This motion, made by Ed DePeau and seconded by Derek Zelek, Carried. **Yea: 7, Nay: 0, Absent: 2 (Kim Radziewicz, JT Galloway)**

9. COMMITTEE REPORTS

9.1. Curriculum

The next meeting will be held on 9/8/25 at 5:30 p.m.

9.2. Policy

This committee met on 6/23/25. New policies will be posted in August.

9.3. Planning/Finance

9.4. Salary & Negotiations

This committee is on hold.

9.5. Building

Chair Kirkpatrick attended the most recent Building Committee meeting. The next meeting will be held on 6/30/25 and will focus on the potential reduction of the scope for the SES HVAC project.

10. CABE/CREC/State Dept. of Ed./SEF

Board Member Shane Manning shared that Dr. Salva is committed to an SEF annual meeting to be held over the summer.

11. AUDIENCE TO CITIZENS/STAFF/STUDENTS

Discussion: Chair Kirkpatrick reviewed the Board policy regarding public comment, emphasizing that personnel issues would not be discussed by the Board during the meeting. Public comment focused on the termination of employment for Mr. Jim MacFeat.

Ben Camerota expressed concern over the termination of Mr. Jim MacFeat after 30 years of service to the district. He questioned why Mr. MacFeat, who worked more hours than anyone likely to replace him, was terminated. Mr. Camerota clarified that he was not present to discuss the reasons for Mr. MacFeat's termination but rather to express his feelings about how the situation was handled. Mr. Camerota stated that the Board should have been notified about the termination before it occurred. He also suggested that the termination should have taken place while school was still in session, rather than the day after school ended. Additionally, he felt that a transition plan should have been communicated to the community. Mr. Camerota emphasized that Mr. MacFeat cared deeply about the school system and that the way the termination was handled represented a failure in leadership.

Jack O'Brien expressed that he believes the Superintendent was likely operating within the full scope of his role when Mr. MacFeat was informed of his termination due to the district moving in a new direction. Mr. O'Brien requested clarification on what this new direction is and how it differs from the direction that Somers has been following for many years.

Jeanne Donohue noted that while terminations in Corporate America often happen in this manner, it is not how the Town of Somers should operate. Ms. Donohue believes Mr. MacFeat should have been informed of the plan months ago and given the proper celebration of his career.

Bob Chester shared his concern about the high-level decisions being made that the full Board of Education is unaware. Mr. Chester believes many decisions are being made by the Board Chair and Superintendent.

Another community member expressed disappointment over the termination, stating that it was done without regard to Mr. MacFeat's contributions. This individual highlighted that Mr. MacFeat consistently went the extra mile to support members of the community. It was disheartening to hear about the Superintendent's decision, especially following all the positive things Mr. MacFeat has done for the district. The community member described the termination as a failed decision that warranted reconsideration and correction.

Sarah Moynihan Bollinger, who served on the Board of Education for 12 years, shared her understanding of the district's needs, particularly regarding the

upcoming HVAC updates. Ms. Bollinger expressed concern that Mr. MacFeat's termination, just before a \$15 million HVAC project, has removed 30 years of institutional knowledge about the SPS buildings from the committee.

Tim Keeney described Mr. MacFeat as an outstanding individual and a cornerstone of the school system. Mr. Keeney expressed concern that the idea of terminating Mr. MacFeat may have begun two and a half years ago when the Board of Selectmen requested a tour of SES and asked numerous questions about the building's condition. Mr. MacFeat answered these questions truthfully, which Mr. Keeney fears may have sparked a negative conversation about him that ultimately led to his termination.

Jason Estes, a teacher at MBA for 10 years, came to offer his support for Mr. MacFeat and the community members in attendance. Mr. Estes shared that whenever he brought a question or idea to Mr. MacFeat, Mr. MacFeat would thoroughly investigate the details and work to develop a solution. Mr. Estes also mentioned that new teachers had commented on how the Somers campus is cleaner and in better condition than many other schools, crediting Mr. MacFeat for his hard work. Mr. Estes expressed regret that there had not been more time to properly celebrate Mr. MacFeat before his termination.

William Meier, a member of the Board of Selectmen and Chairman of the Building Committee, shared that he has known Mr. MacFeat since childhood and described him as an outstanding community member. Mr. Meier expressed concerns about Mr. MacFeat's absence at the Building Committee meetings, noting that Mr. MacFeat played a key role in initiating the SES HVAC project. He emphasized that moving forward with the project will be challenging without Mr. MacFeat's expertise. Mr. Meier urged the Board to exercise their authority in hiring and dismissing employees and offered his support in helping the Board form additional committees. He also suggested that the Board consider waiving the rules to extend the public comment period beyond the allotted twenty minutes.

Sharon Goulet, Mr. MacFeat's daughter, expressed that while Superintendent Galloway has done many positive things for the school system, she believes there is always room for improvement. Ms. Goulet shared that she wanted to celebrate her father's career without animosity and urged the Board and Superintendent to do the right thing.

Amy Avery expressed her frustration, stating that while the staff in Somers works very hard, she had difficulty supporting this year's budget despite attending all budget meetings. Ms. Avery shared that she felt persuaded to vote for a budget that did not require any cuts to staff, only to feel "duped" by the termination of Mr. MacFeat. She stated that this decision has caused a significant amount of distrust within the community.

Caroline Skownorck expressed her belief that Mr. MacFeat and his family are wonderful, and she voiced her disappointment in the actions taken against him after everything he has done for Somers. Ms. Skownorck concluded by expressing hope for change moving forward.

Motion to extend public comment by 20 minutes. This motion, made by Mike Briggs and seconded by Ed DePeau, Carried. **Yea: 8, Nay: 0, Absent: 1 (Kim Radziewicz)**

Discussion: Linda Louise Lacasse expressed that the actions of individuals in the district towards Mr. MacFeat were "rude, crude, and indifferent." She emphasized that Mr. MacFeat should have been given a two-year notice before termination and called for the situation to be corrected.

Sarah Moynihan Bollinger urged Board members to seek legal counsel to better understand their rights in this matter. Ms. Bollinger voiced concern that there is currently no one in charge of the \$15 million HVAC project and stressed the need for someone to lead proactively. While acknowledging that Board members may be limited in their actions, Ms. Bollinger emphasized that they should at least research the matter to ensure that leadership for the project is in place.

Frank Antonacci read a statement on behalf of Kevin Riley, who owns a home adjacent to town-owned land. Since the town does not maintain this land, Mr. Riley tends to it himself. Mr. MacFeat had noticed the work done by Mr. Riley and expressed appreciation for his efforts. Mr. Riley expressed that the district's explanation of "going in a different direction" was not the correct answer. He questioned the example being set for children, particularly those who have witnessed Mr. MacFeat demonstrate loyalty and respect over the years.

Mr. Antonacci encouraged everyone present to continue voicing their concerns until the decision is reconsidered. He shared that once the trust and spirit of a community are lost, it becomes difficult to regain the hearts of the people within that organization. Mr. Antonacci acknowledged that everyone makes mistakes, but emphasized the importance of self-reflection and taking responsibility for those mistakes. He believes the decision can be revisited, and that the community can regain trust and offer forgiveness.

David Marti expressed his shock at the decision to terminate Mr. MacFeat, stating that he holds both Chair Kirkpatrick and Dr. Galloway in high regard. Mr. Marti questioned who was behind the decision and expressed his confusion about the reasoning.

Jim Barile, a substitute teacher in Somers for over six years and a longtime acquaintance of Mr. MacFeat, acknowledged the wealth of knowledge Mr. MacFeat has about the district. Mr. Barile raised concerns about the lack of a contingency plan to replace Mr. MacFeat's vast knowledge of SPS buildings,

emphasizing the importance of such expertise for the district's continued success.

John Tabb expressed his shock at the news of Mr. MacFeat's termination. He described Mr. MacFeat as a wonderful person who was always deeply involved in the schools. Mr. Tabb felt that Mr. MacFeat had been treated poorly in the decision.

Erica Theising shared that she was not only shocked and disappointed on a personal level but also for the district as a whole. Ms. Theising pointed out that the role of superintendent is not just about checking boxes and winning awards, but about treating people well and recognizing the valuable assets within the district. She urged the Board to consider the human side of the situation when making their decisions.

Deidre Dalessio, Mr. MacFeat's grandchild, shared that Mr. MacFeat did not deserve this decision and should be celebrated for his years of service.

RJ Goulet wished to recognize Mr. MacFeat for his contributions. He recalled a time when he lived with his grandfather, who would take his grandkids to school and help out during his free time, demonstrating his dedication to the community.

Michelle Travali shared that Mr. MacFeat was not only supportive of his own children and grandchildren in the school system but also extended that support to other students. She recalled that Mr. MacFeat always greeted people with a smile and expressed how unfortunate it was that such a loyal individual was treated in this way. Ms. Travali requested that the Board reconsider the decision.

Shawn Curtis expressed that the "wrong" felt by the community must be righted, highlighting that the Board was not informed of the decision before Mr. MacFeat's termination. He found this lack of transparency unacceptable and stated that it raised questions about the reasons for the termination and how the Board is operating.

Elizabeth Grondin, Mr. MacFeat's granddaughter, shared her belief that there should have been a celebration of his service and that he did not receive the proper farewell he deserved. She described her "Pop Pop" as being known by many students in Somers, always going out of his way to help others.

Brian Cassidy shared that Mr. MacFeat was instrumental in making everything run smoothly within the district. He expressed that someone must be held accountable for this decision and the way it was handled.

Mike Smith emphasized the importance of treating everyone with respect, as is stated on signage throughout the district.

Dean Holmes shared that if this decision is reflective of the new direction the district is taking, he is not in support of it.

Christine Munsell shared that her son was hired to work during the summer under the direction of Mr. MacFeat, whom she described as a "wonderful human being." Ms. Munsell noted that the day after Mr. MacFeat's termination, her son unknowingly texted him for details about his position. Mr. MacFeat responded with the requested information, even after he had been let go.

Tom Chilicki, a former SPS educator, stated that without Mr. MacFeat's hard work, the district would not have earned the accolades it has over the years. Mr. Chilicki recalled a similar situation from years ago when an administrator was terminated, describing it as an "ugly situation" that should not be repeated. He emphasized that part of education is learning from past mistakes and suggested that the Board reconsider this decision. Mr. Chilicki also reaffirmed that Mr. MacFeat is a valuable asset to the school system and encouraged the Board to take a new direction.

Braedin Dobek expressed that Mr. MacFeat deserved more respect and praise for everything he has done for the Somers schools and the community.

Ms. Lacasse shared that Mr. MacFeat should be celebrated with dignity and kindness. She suggested that it's possible Dr. Galloway may have been blindsided into making the decision to terminate Mr. MacFeat without having all the necessary information.

Steve Gervally stated that Mr. MacFeat deserves better treatment. He suggested that the interim employee should be terminated and that Mr. MacFeat deserves a raise.

Ms. Skownorck urged the Board to consider the wrong that was done to Mr. MacFeat and called for another meeting to reconsider the decision. She suggested that the previously canceled July Board of Education meeting should be held.

Ms. Bollinger pointed out that the Board had not voted on the decision being discussed.

Bob Socha shared that many hearts in the room are deeply connected to Mr. MacFeat, highlighting the emotional impact his termination has had on the community.

Keith Burger stated that Dr. Galloway and Chair Kirkpatrick have not earned his respect and called for both to resign. He also noted the regularity with which Mr. MacFeat worked beyond his contracted hours, emphasizing his dedication.

Matthew Moylen pointed out that the majority of the Board is Republican and questioned how the Chair of the Board of Education is a Democrat.

Mr. Estes shared that toward the end of the school year, he had worried that Mr. MacFeat might retire, which he felt would be a huge blow to the school system. When he first heard the news of Mr. MacFeat's termination, he couldn't believe it. He noted that he had never seen a Head of Maintenance who was so visible in the schools. While acknowledging that this situation is difficult, Mr. Estes

suggested that, although the damage is done, it might be possible for someone like Mr. MacFeat to return to the role.

Jerry Lacasse shared his belief that a person should not simply be let go without a proper process. He suggested that there should be a policy in place to prevent situations like this from occurring in the future.

Mr. Moylen pressed the Board to share the new direction of the district, urging more transparency regarding the reasons behind this decision.

Mark Benoit noted Mr. MacFeat's vast knowledge of the district's buildings and expressed that the way Mr. MacFeat has been treated is "disgusting."

Ed Giza emphasized that Mr. MacFeat was an invaluable asset to the town. He urged the Board to consider that Mr. MacFeat's importance goes beyond being a school employee, and expressed hope that the district would reconsider its decision.

Ms. Munsell raised concerns about the safety of the Somers campus without Mr. MacFeat, who knows the schools inside and out. She also expressed unease about the authority concentrated in the hands of a few individuals within the district.

Mr. Barile acknowledged that the Board cannot comment on personnel matters but suggested that the explanation of the district "going in a new direction" seemed like a way of avoiding the real reasons behind Mr. MacFeat's termination. He stressed that the community deserves to know what this new direction entails.

Further comments regarding the district's vision and mission were shared by community members.

David Graham questioned what is being taught to the children regarding the district's vision and mission, noting that he did not feel Mr. MacFeat had been treated with dignity. He expressed being appalled by the situation.

Ms. Bollinger expressed her appreciation for Mr. Estes' comments and shared her concerns that teachers had been instructed not to attend tonight's meeting. She also brought up the news of a new indoor air quality law recently passed in Connecticut. Ms. Bollinger expressed the belief that Mr. MacFeat is the only person in the district with the experience necessary to address the requirements of the new law. She stated that it would be difficult to find someone else with the expertise needed for the role.

Heather MacFeat, the niece of Jim MacFeat, shared several personal stories about her uncle. She described how Mr. MacFeat never made anyone feel bad and always had their backs. She expressed being shocked by the news of his termination and felt that it was a shame how the situation had been handled. She emphasized that his expertise should be used as an asset, particularly with the upcoming building project.

Paul MacFeat, Jim's brother, shared that his brother is a man of great character who was wronged in this situation.

Liam Grondin expressed how much Mr. MacFeat has done for the community, noting that the decision to terminate him has left many of his friends feeling disappointed and confused.

Chair Kirkpatrick thanked all community members for attending the meeting. She expressed hope that all attendees felt heard by the Board. She also shared her appreciation for the patience and respect shown by everyone in attendance.

A community member inquired about how to have questions answered. Chair Kirkpatrick informed the public that meeting minutes and recordings are available on the district website for anyone seeking more information.

12. EXECUTIVE SESSION

Rationale: The Board to enter into Executive Session and invite Dr. Galloway into Executive Session to review the results of the Superintendent evaluation.

Motion that the Board enter into Executive Session and invite Dr. Galloway to complete his evaluation at 8:51 p.m. This motion, made by Jan Martin and seconded by Mike Briggs, Carried. **Yea: 8, Nay: 0, Absent: 1 (Kim Radziewicz)**

The Board exited Executive Session at 10:24 p.m.

Motion to extend Dr. Galloway's contract for one year to 2028. This motion, made by Carl Stebbins and seconded by Mike Briggs, Carried. **Yea: 8, Nay: 0, Absent: 1 (Kim Radziewicz)**

Motion to grant a 3% salary increase for Superintendent of Schools for the 2025-26 school year. This motion, made by Carl Stebbins and seconded by Shane Manning, Carried. **Yea: 8, Nay: 0, Absent: 1 (Kim Radziewicz)**

13. ADJOURNMENT

Motion to adjourn the meeting at 10:25 p.m. This motion, made by Jan Martin and seconded by Shane Manning, Carried. **Yea: 8, Nay: 0, Absent: 1 (Kim Radziewicz)**

Jan Martin, BOE Secretary Date

Jenna McDermott, BOE Recording Secretary

2024-2025

Monthly Report

(Through 6/30/2025)

CATEGORY	ITEM	Approved Budget	Budget Adjustment	Revised Budget	Actual Expenditures	Encumbered	Total Projection	Variance	% +/-
Salaries	Teachers	12,564,669	(223,911)	12,340,758	12,307,878	0	12,307,878	32,880	0.26%
	Secretaries/Paraprofessionals	2,454,866	(6,410)	2,448,456	2,419,393	0	2,419,393	29,063	1.18%
	Administrators	1,812,352	6,180	1,818,532	1,824,448	0	1,824,448	(5,916)	-0.33%
	Custodians/Maintainers	981,153	0	981,153	968,755	0	968,755	12,398	1.26%
	Other Instructional	536,473	103,831	640,304	624,183	0	624,183	16,121	3.00%
	Nurses	301,269	944	302,213	282,776	0	282,776	19,437	6.45%
	Medical Advisor	1,500	0	1,500	1,500	0	1,500	-	0.00%
	SUBTOTAL	18,652,282	(119,366)	18,532,916	18,428,933	0	18,428,933	103,983	0.56%
Insurance & Benefits	Health Insurance	3,705,290	(13,229)	3,692,061	3,655,304	0	3,655,304	36,757	0.99%
	Social Security	577,250	35,000	612,250	618,298	0	618,298	(6,048)	-1.05%
	Pension	221,000	0	221,000	232,416	0	232,416	(11,416)	-5.17%
	Worker's Comp	95,030	0	95,030	90,736	0	90,736	4,294	4.52%
	Property / Liability	101,905	0	101,905	102,209	0	102,209	(304)	-0.30%
	Long Term Disability	45,000	0	45,000	39,579	0	39,579	5,421	12.05%
	Life Insurance	25,000	0	25,000	19,842	0	19,842	5,158	20.63%
	School Board Legal	10,000	0	10,000	10,000	0	10,000	-	0.00%
	Unemployment	0	13,229	13,229	13,207	0	13,207	22	#DIV/0!
	OPEB	31,668	0	31,668	31,668	0	31,668	-	0.00%
	Tuition Reimbursement	9,500	0	9,500	1,988	0	1,988	7,512	79.07%
SUBTOTAL	4,821,643	35,000	4,856,643	4,815,247	0	4,815,247	41,396	0.86%	
Tuition	Special Education	964,375	0	964,375	954,418	0	954,418	9,957	1.03%
	Non-Special Education	128,000	0	128,000	80,078	0	80,078	47,922	37.44%
	SUBTOTAL	1,092,375	0	1,092,375	1,034,496	0	1,034,496	57,879	5.30%
Transportation	Regular Transportation	985,820	44,000	1,029,820	1,033,629	0	1,033,629	(3,809)	-0.39%
	Special Education Transportation	461,780	26,000	487,780	546,690	0	546,690	(58,910)	-12.76%
	Athletics/Field Trips	48,300	0	48,300	59,203	0	59,203	(10,903)	-22.57%
	SUBTOTAL	1,495,900	70,000	1,565,900	1,639,521	0	1,639,521	(73,621)	-4.92%
Utilities	Electricity	519,000	0	519,000	499,805	0	499,805	19,195	3.70%
	Fuel	160,300	0	160,300	200,178	0	200,178	(39,878)	-24.88%
	Telephones	37,600	0	37,600	40,048	0	40,048	(2,448)	-6.51%
	SUBTOTAL	716,900	0	716,900	740,031	0	740,031	(23,131)	-3.23%
Maintenance	General/Dept Maint	723,623	0	723,623	700,622	0	700,622	23,001	3.18%
	Custodial Supplies	60,500	0	60,500	60,517	0	60,517	(17)	-0.03%
	SUBTOTAL	784,123	0	784,123	761,139	0	761,139	22,984	2.93%
Instructional Resources	Books, Textbooks, Workbooks	78,985	(6,716)	72,269	71,046	0	71,046	1,223	1.55%
	Technology AV Materials	116,110	0	116,110	111,830	0	111,830	4,280	3.69%
	General & Dept Supplies	173,885	7,418	181,303	166,132	0	166,132	15,171	8.72%
	SUBTOTAL	368,980	702	369,682	349,008	0	349,008	20,674	5.60%
Extracurricular	Coaches	219,513	4,235	223,748	216,433	0	216,433	7,315	3.33%
	Activity Advisors	72,337	0	72,337	77,239	0	77,239	(4,902)	-6.78%
	Athletic/Academic Act	99,250	0	99,250	97,370	0	97,370	1,880	1.89%
	SUBTOTAL	391,100	4,235	395,335	391,042	0	391,042	4,293	1.10%
Equipment	New and Replacement	316,850	0	316,850	311,488	0	311,488	5,363	1.69%
Admin Overhead	Postage, Dues, Travel, BOE Exp., etc.	198,680	9,429	208,109	190,032	0	190,032	18,077	9.10%
GRAND TOTAL		28,838,833.00	0.00	28,838,833.00	28,660,934.82	0.00	28,660,934.82	177,898.18	0.62%
As of 7/31/2025									

2025-2026

Monthly Report

(Through 7/31/2025)

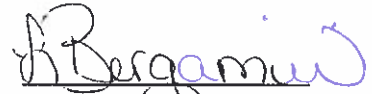
CATEGORY	ITEM	Approved Budget	Budget Adjustment	Revised Budget	Actual Expenditures	Encumbered	Total Projection	Variance	% +/-
Salaries	Teachers	12,631,596	0	12,631,596	0	12,490,323	12,490,323	141,273	1.12%
	Secretaries/Paraprofessionals	2,523,727	0	2,523,727	71,875	2,363,871	2,435,746	87,981	3.49%
	Administrators	1,879,736	0	1,879,736	104,650	1,773,524	1,878,174	1,562	0.08%
	Custodians/Maintainers	1,018,514	0	1,018,514	68,571	767,253	835,824	182,690	17.94%
	Other Instructional	696,722	0	696,722	18,219	263,092	281,311	415,411	59.62%
	Nurses	307,079	0	307,079	671	292,975	293,646	13,433	4.37%
	Medical Advisor	1,500	0	1,500	1,500	0	1,500	-	0.00%
	SUBTOTAL	19,058,874	0	19,058,874	265,487	17,951,038	18,216,525	842,349	4.42%
Insurance & Benefits	Health Insurance	4,011,556	0	4,011,556	349,281	3,731,019	4,080,300	(68,744)	-1.71%
	Social Security	630,000	0	630,000	18,506	540,529	559,036	70,964	11.26%
	Pension	194,500	0	194,500	0	191,672	191,672	2,828	1.45%
	Worker's Comp	99,782	0	99,782	22,684	68,052	90,736	9,046	9.07%
	Property / Liability	105,849	0	105,849	26,864	70,593	97,457	8,392	7.93%
	Long Term Disability	45,000	0	45,000	3,109	36,891	40,000	5,000	11.11%
	Life Insurance	25,000	0	25,000	1,566	18,434	20,000	5,000	20.00%
	School Board Legal	10,000	0	10,000	0	10,000	10,000	-	0.00%
	Unemployment	15,000	0	15,000	0	0	0	15,000	100.00%
	OPEB	32,000	0	32,000	0	0	0	32,000	100.00%
	Tuition Reimbursement	9,500	0	9,500	0	0	0	9,500	100.00%
	SUBTOTAL	5,178,187	0	5,178,187	422,010	4,667,190	5,089,200	88,987	1.72%
Tuition	Special Education	1,139,936	0	1,139,936	0	171,273	171,273	968,663	84.98%
	Non-Special Education	76,694	0	76,694	0	16,000	16,000	60,694	79.14%
	SUBTOTAL	1,216,630	0	1,216,630	0	187,273	187,273	1,029,357	84.61%
Transportation	Regular Transportation	1,075,000	0	1,075,000	0	75,000	75,000	1,000,000	93.02%
	Special Education Transportation	630,000	0	630,000	0	0	0	630,000	100.00%
	Athletics/Field Trips	49,500	0	49,500	0	40,000	40,000	9,500	19.19%
	SUBTOTAL	1,754,500	0	1,754,500	0	115,000	115,000	1,639,500	93.45%
Utilities	Electricity	594,800	0	594,800	0	515,850	515,850	78,950	13.27%
	Fuel	142,700	0	142,700	0	142,700	142,700	-	0.00%
	Telephones	37,800	0	37,800	1,106	21,704	22,810	14,990	39.66%
	SUBTOTAL	775,300	0	775,300	1,106	680,254	681,360	93,940	12.12%
Maintenance	General/Dept Maint	781,235	0	781,235	73,361	329,530	402,891	378,344	48.43%
	Custodial Supplies	61,000	0	61,000	0	32,266	32,266	28,734	47.10%
	SUBTOTAL	842,235	0	842,235	73,361	361,796	435,157	407,078	48.33%
Instructional Resources	Books, Textbooks, Workbooks	287,933	0	287,933	44	307,607	307,651	(19,718)	-6.85%
	Technology AV Materials	123,460	0	123,460	0	107,041	107,041	16,419	13.30%
	General & Dept Supplies	200,874	0	200,874	0	56,573	56,573	144,301	71.84%
	SUBTOTAL	612,267	0	612,267	44	471,221	471,265	141,002	23.03%
Extracurricular	Coaches	236,420	0	236,420	6,080	96,957	103,037	133,383	56.42%
	Activity Advisors	82,194	0	82,194	0	1,174	1,174	81,021	98.57%
	Athletic/Academic Act	99,600	0	99,600	190	54,833	55,024	44,576	44.76%
	SUBTOTAL	418,214	0	418,214	6,270	152,964	159,234	288,980	61.93%
Equipment	New and Replacement	381,240	0	381,240	126,168	129,876	256,044	125,196	32.84%
Admin Overhead	Postage, Dues, Travel, BOE Exp., etc.	238,875	0	238,875	34,480	94,389	128,869	110,006	46.05%
	GRAND TOTAL	30,476,322.00	0.00	30,476,322.00	928,924.71	24,811,001.92	25,739,926.63	4,736,395.37	15.54%
As of 8/1/2025									

SOMERS BOARD OF EDUCATION VOUCHER

Voucher No: 1392

Voucher Date: 06/30/2025

Prepared By:



Printed: 06/30/2025 12:12:22 PM

SOMERS BOARD OF EDUCATION is hereby authorized to draw warrants against SOMERS BOARD OF EDUCATION funds for the sum of \$335,308.72 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2024 to June 30, 2025 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.



Stephanie Levin Director of Business Services

SOMERS BOARD OF EDUCATION

Fund	Amount
10 GENERAL FUND	\$335,308.72
	\$335,308.72

Somers Board of Education

Check Listing

Fiscal Year: 2024-2025

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 6/30/2025

To Date: 6/30/2025

From Check: 26285

To Check: 26325

From Voucher: 1392

To Voucher: 1392

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26285	06/30/2025	A W Gifford, Inc.	\$193.50	1392	Printed	Expense	<input type="checkbox"/>		
26286	06/30/2025	A&D Portable Rentals	\$635.00	1392	Printed	Expense	<input type="checkbox"/>		
26287	06/30/2025	Adelbrook Inc	\$5,696.00	1392	Printed	Expense	<input type="checkbox"/>		
26288	06/30/2025	Allison Maynard	\$97.49	1392	Printed	Expense	<input type="checkbox"/>		
26289	06/30/2025	Alternative Access Assistive Technology	\$4,521.50	1392	Printed	Expense	<input type="checkbox"/>		
26290	06/30/2025	Avery Septic Service	\$100.00	1392	Printed	Expense	<input type="checkbox"/>		
26291	06/30/2025	CASBO	\$85.00	1392	Printed	Expense	<input type="checkbox"/>		
26292	06/30/2025	Cleaning Stuff	\$115.09	1392	Printed	Expense	<input type="checkbox"/>		
26293	06/30/2025	Clear Water Industries	\$233.33	1392	Printed	Expense	<input type="checkbox"/>		
26294	06/30/2025	Dime Oil Company LLC	\$13,653.72	1392	Printed	Expense	<input type="checkbox"/>		
26295	06/30/2025	Elan Financial Services	\$343.90	1392	Printed	Expense	<input type="checkbox"/>		
26296	06/30/2025	Eversource Energy	\$28,971.40	1392	Printed	Expense	<input type="checkbox"/>		
26297	06/30/2025	First Student, Inc	\$101,265.96	1392	Printed	Expense	<input type="checkbox"/>		
26298	06/30/2025	Global Industrial	\$34.92	1392	Printed	Expense	<input type="checkbox"/>		
26299	06/30/2025	Grainger	\$68.76	1392	Printed	Expense	<input type="checkbox"/>		
26300	06/30/2025	Hartford HealthCare Corporation SBO	\$24,690.00	1392	Printed	Expense	<input type="checkbox"/>		
26301	06/30/2025	Hobart Service	\$632.00	1392	Printed	Expense	<input type="checkbox"/>		
26302	06/30/2025	Instructional Coaching Group	\$395.00	1392	Printed	Expense	<input type="checkbox"/>		
26303	06/30/2025	Jim Shanahan	\$150.00	1392	Printed	Expense	<input type="checkbox"/>		
26304	06/30/2025	JP Climate Control LLC	\$4,009.00	1392	Printed	Expense	<input type="checkbox"/>		
26305	06/30/2025	MagnaKleen Services	\$108.61	1392	Printed	Expense	<input type="checkbox"/>		
26306	06/30/2025	Manchester Board of Education	\$3,945.00	1392	Printed	Expense	<input type="checkbox"/>		
26307	06/30/2025	Microbac Laboratories, Inc	\$92.62	1392	Printed	Expense	<input type="checkbox"/>		

Somers Board of Education

Check Listing

Fiscal Year: 2024-2025

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 6/30/2025
From Check: 26285
From Voucher: 1392

To Date: 6/30/2025
To Check: 26325
To Voucher: 1392

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26308	06/30/2025	Midstate Battery	\$438.00	1392	Printed	Expense	<input type="checkbox"/>		
26309	06/30/2025	New England Turf Management	\$1,636.00	1392	Printed	Expense	<input type="checkbox"/>		
26310	06/30/2025	R.C.S Contracting	\$3,503.50	1392	Printed	Expense	<input type="checkbox"/>		
26311	06/30/2025	Rusty Klin LLC	\$675.00	1392	Printed	Expense	<input type="checkbox"/>		
26312	06/30/2025	Scott Czerwinski	\$449.40	1392	Printed	Expense	<input type="checkbox"/>		
26313	06/30/2025	SHI International Corp	\$686.10	1392	Printed	Expense	<input type="checkbox"/>		
26314	06/30/2025	Shipman & Goodwin, LLP	\$705.50	1392	Printed	Expense	<input type="checkbox"/>		
26315	06/30/2025	The Home Depot Pro	\$51.92	1392	Printed	Expense	<input type="checkbox"/>		
26316	06/30/2025	The Stepping Stones Group LLC	\$249.92	1392	Printed	Expense	<input type="checkbox"/>		
26317	06/30/2025	Town of Somers	\$430.00	1392	Printed	Expense	<input type="checkbox"/>		
26318	06/30/2025	USA Waste and Recycling	\$1,931.63	1392	Printed	Expense	<input type="checkbox"/>		
26319	06/30/2025	Van Pool Transportation LLC	\$123,350.06	1392	Printed	Expense	<input type="checkbox"/>		
26320	06/30/2025	Verizon Wireless	\$454.73	1392	Printed	Expense	<input type="checkbox"/>		
26321	06/30/2025	W.B. Mason Co., Inc.	\$7,457.50	1392	Printed	Expense	<input type="checkbox"/>		
26322	06/30/2025	Wel-Design Alarm Systems, Inc	\$792.12	1392	Printed	Expense	<input type="checkbox"/>		
26323	06/30/2025	Williams Scotsman, Inc	\$100.00	1392	Printed	Expense	<input type="checkbox"/>		
26324	06/30/2025	Willie Ross School of the Deaf	\$1,893.20	1392	Printed	Expense	<input type="checkbox"/>		
26325	06/30/2025	Zoro Tools Inc	\$466.34	1392	Printed	Expense	<input type="checkbox"/>		

Total Amount: \$335,308.72

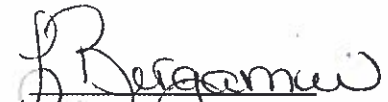
End of Report

SOMERS BOARD OF EDUCATION VOUCHER

Voucher No: 1399

Voucher Date: 06/30/2025

Prepared By:



Printed: 07/10/2025 10:13:28 AM

SOMERS BOARD OF EDUCATION is hereby authorized to draw warrants against SOMERS BOARD OF EDUCATION funds for the sum of \$58,427.73 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2024 to June 30, 2025 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.


 Stephanie Levin Director of Business Services

SOMERS BOARD OF EDUCATION

Fund	Amount
10 GENERAL FUND	\$58,427.73
	\$58,427.73

Somers Board of Education

Check Listing

Fiscal Year: 2024-2025

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 6/30/2025
 From Check: 26359
 From Voucher: 1399

To Date: 6/30/2025
 To Check: 26377
 To Voucher: 1399

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26359	06/30/2025	Awards & More	\$327.50	1399	Printed	Expense	<input type="checkbox"/>		
26360	06/30/2025	CEN/UCONN	\$85.00	1399	Printed	Expense	<input type="checkbox"/>		
26361	06/30/2025	DBS Financial Services LLC	\$2,885.43	1399	Printed	Expense	<input type="checkbox"/>		
26362	06/30/2025	Dime Oil Company LLC	\$4,073.49	1399	Printed	Expense	<input type="checkbox"/>		
26363	06/30/2025	First Student, Inc	\$5,662.08	1399	Printed	Expense	<input type="checkbox"/>		
26364	06/30/2025	Follett Software LLC	\$5,913.72	1399	Printed	Expense	<input type="checkbox"/>		
26365	06/30/2025	Grainger	\$125.18	1399	Printed	Expense	<input type="checkbox"/>		
26366	06/30/2025	J.W. Pepper & Son, Inc.	\$562.39	1399	Printed	Expense	<input type="checkbox"/>		
26367	06/30/2025	OMNI Group	\$20.00	1399	Printed	Expense	<input type="checkbox"/>		
26368	06/30/2025	R.C.S Contracting	\$3,503.50	1399	Printed	Expense	<input type="checkbox"/>		
26369	06/30/2025	R.C.S Contracting	\$3,503.50	1399	Printed	Expense	<input type="checkbox"/>		
26370	06/30/2025	School Specialty, Lic	\$1,069.76	1399	Printed	Expense	<input type="checkbox"/>		
26371	06/30/2025	SHI International Corp	\$57.30	1399	Printed	Expense	<input type="checkbox"/>		
26372	06/30/2025	Shipman & Goodwin, LLP	\$1,784.50	1399	Printed	Expense	<input type="checkbox"/>		
26373	06/30/2025	Somers Public Schools	\$14,045.99	1399	Printed	Expense	<input type="checkbox"/>		
26374	06/30/2025	Somers Star Hardware	\$174.82	1399	Printed	Expense	<input type="checkbox"/>		
26375	06/30/2025	The Connecticut Water Company	\$9,979.32	1399	Printed	Expense	<input type="checkbox"/>		
26376	06/30/2025	The Nixon Company Inc	\$862.00	1399	Printed	Expense	<input type="checkbox"/>		
26377	06/30/2025	Town of Somers	\$3,792.25	1399	Printed	Expense	<input type="checkbox"/>		
Total Amount:			\$58,427.73						

End of Report

FY 25/26

SOMERS BOARD OF EDUCATION VOUCHER

Voucher No: 1006

Voucher Date: 07/14/2025

Prepared By:

R Bergamini
Printed: 07/10/2025 08:11:17 AM

SOMERS BOARD OF EDUCATION is hereby authorized to draw warrants against SOMERS BOARD OF EDUCATION funds for the sum of \$640,352.17 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2025 to June 30, 2026 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Stephanie Levin
Stephanie Levin Director of Business Services

SOMERS BOARD OF EDUCATION

Fund	Amount
10 GENERAL FUND	\$640,352.17
	\$640,352.17

Somers Board of Education

Check Listing

Fiscal Year: 2025-2026

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 7/14/2025

To Date: 7/14/2025

From Check: 26326

To Check: 26358

From Voucher: 1006

To Voucher: 1006

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26326	07/14/2025	Amazon Capital Services	\$34.97	1006	Printed	Expense	<input type="checkbox"/>		
26327	07/14/2025	Anonymous Alerts, Inc	\$875.00	1006	Printed	Expense	<input type="checkbox"/>		
26328	07/14/2025	Anthem Blue Cross and Blue Shield	\$302,487.73	1006	Printed	Expense	<input type="checkbox"/>		
26329	07/14/2025	ArbiterSport, LLC	\$1,380.00	1006	Printed	Expense	<input type="checkbox"/>		
26330	07/14/2025	ARC Document Solutions LLC	\$2,904.00	1006	Printed	Expense	<input type="checkbox"/>		
26331	07/14/2025	BSN Sports LLC	\$190.46	1006	Printed	Expense	<input type="checkbox"/>		
26332	07/14/2025	CABE	\$13,457.00	1006	Printed	Expense	<input type="checkbox"/>		
26333	07/14/2025	CAPSS	\$4,899.00	1006	Printed	Expense	<input type="checkbox"/>		
26334	07/14/2025	CAS, Inc	\$5,245.00	1006	Printed	Expense	<input type="checkbox"/>		
26335	07/14/2025	CDW Government, Inc.	\$122,550.00	1006	Printed	Expense	<input type="checkbox"/>		
26336	07/14/2025	CHLIC	\$12,792.97	1006	Printed	Expense	<input type="checkbox"/>		
26337	07/14/2025	CIRMA	\$49,548.16	1006	Printed	Expense	<input type="checkbox"/>		
26338	07/14/2025	ClearGov Inc	\$17,273.25	1006	Printed	Expense	<input type="checkbox"/>		
26339	07/14/2025	COX Business	\$988.81	1006	Printed	Expense	<input type="checkbox"/>		
26340	07/14/2025	Digital Insurance LLC	\$34,000.00	1006	Printed	Expense	<input type="checkbox"/>		
26341	07/14/2025	Don Corne	\$110.00	1006	Printed	Expense	<input type="checkbox"/>		
26342	07/14/2025	Dr. Karen Camera, M.D.	\$1,500.00	1006	Printed	Expense	<input type="checkbox"/>		
26343	07/14/2025	eFMLA	\$1,095.00	1006	Printed	Expense	<input type="checkbox"/>		
26344	07/14/2025	Horizon Software International	\$5,828.37	1006	Printed	Expense	<input type="checkbox"/>		
26345	07/14/2025	IVEY Industries	\$303.25	1006	Printed	Expense	<input type="checkbox"/>		
26346	07/14/2025	Journal Inquirer	\$44.00	1006	Printed	Expense	<input type="checkbox"/>		
26347	07/14/2025	NASSP	\$480.00	1006	Printed	Expense	<input type="checkbox"/>		
26348	07/14/2025	NEAS&C	\$3,965.00	1006	Printed	Expense	<input type="checkbox"/>		
26349	07/14/2025	Nuso, LLC	\$116.82	1006	Printed	Expense	<input type="checkbox"/>		

Somers Board of Education

Check Listing

Fiscal Year: 2025-2026

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 7/14/2025

To Date: 7/14/2025

From Check: 26326

To Check: 26358

From Voucher: 1006

To Voucher: 1006

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26350	07/14/2025	Partners for Educational Leadership, Inc	\$6,289.00	1006	Printed	Expense	<input type="checkbox"/>		
26351	07/14/2025	PowerSchool Group LLC	\$33,444.38	1006	Printed	Expense	<input type="checkbox"/>		
26352	07/14/2025	PSNI	\$3,600.00	1006	Printed	Expense	<input type="checkbox"/>		
26353	07/14/2025	Raptor Technologies, LLC	\$2,085.00	1006	Printed	Expense	<input type="checkbox"/>		
26354	07/14/2025	Swank Motion Pictures, Inc	\$1,622.00	1006	Printed	Expense	<input type="checkbox"/>		
26355	07/14/2025	The Hartford	\$4,674.99	1006	Printed	Expense	<input type="checkbox"/>		
26356	07/14/2025	Tyler Technologies, Inc.	\$1,502.00	1006	Printed	Expense	<input type="checkbox"/>		
26357	07/14/2025	Voice New England	\$1,448.37	1006	Printed	Expense	<input type="checkbox"/>		
26358	07/14/2025	Xerox Corporation	\$3,617.64	1006	Printed	Expense	<input type="checkbox"/>		

Total Amount: \$640,352.17

End of Report

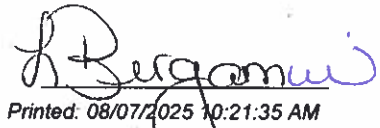
24/25
FY

SOMERS BOARD OF EDUCATION VOUCHER

Voucher No: 1027

Voucher Date: 08/08/2025

Prepared By:



Printed: 08/07/2025 10:21:35 AM

SOMERS BOARD OF EDUCATION is hereby authorized to draw warrants against SOMERS BOARD OF EDUCATION funds for the sum of \$12,890.01 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2025 to June 30, 2026 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.



Stephanie Levin

Director of Business Services

SOMERS BOARD OF EDUCATION

Fund		Amount
10	GENERAL FUND	\$12,890.01
		<hr/>
		\$12,890.01

Somers Board of Education

Check Listing

Fiscal Year: 2025-2026

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 8/8/2025
From Check: 26483
From Voucher: 1027

To Date: 8/8/2025
To Check: 26492
To Voucher: 1027

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26483	08/08/2025	Connecticut Invention Convention	\$360.00	1027	Printed	Expense	<input type="checkbox"/>		
26484	08/08/2025	First Student, Inc	\$144.22	1027	Printed	Expense	<input type="checkbox"/>		
26485	08/08/2025	Hartford Sprinkler Co., Inc	\$5,590.00	1027	Printed	Expense	<input type="checkbox"/>		
26486	08/08/2025	High Grade Gas Service, Inc	\$1,065.87	1027	Printed	Expense	<input type="checkbox"/>		
26487	08/08/2025	Hooker & Holcombe, Inc	\$4,016.00	1027	Printed	Expense	<input type="checkbox"/>		
26488	08/08/2025	Language Line Services	\$22.52	1027	Printed	Expense	<input type="checkbox"/>		
26489	08/08/2025	Sherwin-Williams Co., The	\$1,107.04	1027	Printed	Expense	<input type="checkbox"/>		
26490	08/08/2025	Shipman & Goodwin, LLP	\$373.50	1027	Printed	Expense	<input type="checkbox"/>		
26491	08/08/2025	UCONN/CEN	\$85.00	1027	Printed	Expense	<input type="checkbox"/>		
26492	08/08/2025	West Music Company	\$125.86	1027	Printed	Expense	<input type="checkbox"/>		
Total Amount:			\$12,890.01						

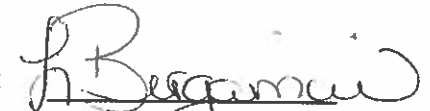
End of Report

SOMERS BOARD OF EDUCATION VOUCHER

Voucher No: 1025

Voucher Date: 08/08/2025

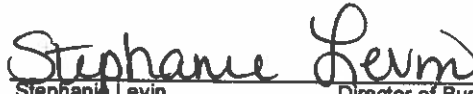
Prepared By:



Printed: 08/06/2025 11:53:19 AM

SOMERS BOARD OF EDUCATION is hereby authorized to draw warrants against SOMERS BOARD OF EDUCATION funds for the sum of \$769,962.33 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2025 to June 30, 2026 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.


Stephanie Levin

Director of Business Services

SOMERS BOARD OF EDUCATION

Fund	Amount
10 GENERAL FUND	\$769,962.33
	\$769,962.33

Somers Board of Education

Check Listing

Fiscal Year: 2025-2026

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 8/8/2025
From Check: 26378
From Voucher: 1025

To Date: 8/8/2025
To Check: 26482
To Voucher: 1025

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26378	08/08/2025	3H Back Flow Device Testing, Inc.	\$225.00	1025	Printed	Expense	<input type="checkbox"/>		
26379	08/08/2025	A&D Portable Rentals	\$190.00	1025	Printed	Expense	<input type="checkbox"/>		
26380	08/08/2025	A+ Pump & Service, LLC	\$1,600.00	1025	Printed	Expense	<input type="checkbox"/>		
26381	08/08/2025	Adelbrook Inc	\$10,145.00	1025	Printed	Expense	<input type="checkbox"/>		
26382	08/08/2025	Amazon Capital Services	\$12,835.94	1025	Printed	Expense	<input type="checkbox"/>		
26383	08/08/2025	Angeloni Refrigeration, LLC	\$213.50	1025	Printed	Expense	<input type="checkbox"/>		
26384	08/08/2025	Anthem Blue Cross and Blue Shield	\$382,675.42	1025	Printed	Expense	<input type="checkbox"/>		
26385	08/08/2025	Avery Septic Service	\$13,750.00	1025	Printed	Expense	<input type="checkbox"/>		
26386	08/08/2025	Blaine Window Hardware, Inc.	\$270.12	1025	Printed	Expense	<input type="checkbox"/>		
26387	08/08/2025	BrainPOP LLC	\$4,500.00	1025	Printed	Expense	<input type="checkbox"/>		
26388	08/08/2025	BSN Sports LLC	\$1,897.49	1025	Printed	Expense	<input type="checkbox"/>		
26389	08/08/2025	Carolina Biological Supply Co.	\$91.63	1025	Printed	Expense	<input type="checkbox"/>		
26390	08/08/2025	CASBO	\$1,814.00	1025	Printed	Expense	<input type="checkbox"/>		
26391	08/08/2025	CDW Government, Inc.	\$32,350.00	1025	Printed	Expense	<input type="checkbox"/>		
26392	08/08/2025	CHLIC	\$15,045.80	1025	Printed	Expense	<input type="checkbox"/>		
26393	08/08/2025	Clear Water Industries	\$245.00	1025	Printed	Expense	<input type="checkbox"/>		
26394	08/08/2025	CLG Electric LLC	\$814.00	1025	Printed	Expense	<input type="checkbox"/>		
26395	08/08/2025	CMEA	\$300.00	1025	Printed	Expense	<input type="checkbox"/>		
26396	08/08/2025	Connecticut Radio, Inc	\$1,090.00	1025	Printed	Expense	<input type="checkbox"/>		
26397	08/08/2025	COX Business	\$875.90	1025	Printed	Expense	<input type="checkbox"/>		
26398	08/08/2025	CREC-HVSA	\$150.00	1025	Printed	Expense	<input type="checkbox"/>		
26399	08/08/2025	Curriculum Associates, Inc.	\$9,728.00	1025	Printed	Expense	<input type="checkbox"/>		
26400	08/08/2025	DBS Financial Services LLC	\$3,251.25	1025	Printed	Expense	<input type="checkbox"/>		
26401	08/08/2025	Defined Learning	\$2,620.00	1025	Printed	Expense	<input type="checkbox"/>		

Somers Board of Education

Check Listing

Fiscal Year: 2025-2026

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 8/8/2025
 From Check: 26378
 From Voucher: 1025

To Date: 8/8/2025
 To Check: 26482
 To Voucher: 1025

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26402	08/08/2025	Demco, Inc.	\$84.86	1025	Printed	Expense	<input type="checkbox"/>		
26403	08/08/2025	DG Graphics	\$180.00	1025	Printed	Expense	<input type="checkbox"/>		
26404	08/08/2025	Dime Oil Company LLC	\$309.33	1025	Printed	Expense	<input type="checkbox"/>		
26405	08/08/2025	EastConn	\$6,250.00	1025	Printed	Expense	<input type="checkbox"/>		
26406	08/08/2025	Eastfield Glass Co., Inc.	\$170.00	1025	Printed	Expense	<input type="checkbox"/>		
26407	08/08/2025	Edpuzzle	\$4,745.00	1025	Printed	Expense	<input type="checkbox"/>		
26408	08/08/2025	Elan Financial Services	\$784.35	1025	Printed	Expense	<input type="checkbox"/>		
26409	08/08/2025	Encore Fire Protection	\$7,151.00	1025	Printed	Expense	<input type="checkbox"/>		
26410	08/08/2025	Environmental Systems Corp.	\$4,181.00	1025	Printed	Expense	<input type="checkbox"/>		
26411	08/08/2025	Eversource Energy	\$24,588.69	1025	Printed	Expense	<input type="checkbox"/>		
26412	08/08/2025	ExploreLearning	\$2,115.00	1025	Printed	Expense	<input type="checkbox"/>		
26413	08/08/2025	First Student, Inc	\$6,699.90	1025	Printed	Expense	<input type="checkbox"/>		
26414	08/08/2025	Flinn Scientific, Inc.	\$884.48	1025	Printed	Expense	<input type="checkbox"/>		
26415	08/08/2025	Flores & Associates	\$969.35	1025	Printed	Expense	<input type="checkbox"/>		
26416	08/08/2025	Follett Content Solutions, LLC	\$1,941.23	1025	Printed	Expense	<input type="checkbox"/>		
26417	08/08/2025	Forefront Education	\$3,600.00	1025	Printed	Expense	<input type="checkbox"/>		
26418	08/08/2025	Gateway Enterprise Corporation	\$2,205.00	1025	Printed	Expense	<input type="checkbox"/>		
26419	08/08/2025	Gengras Center	\$13,735.00	1025	Printed	Expense	<input type="checkbox"/>		
26420	08/08/2025	Graduate Pest Solutions, Inc.	\$426.86	1025	Printed	Expense	<input type="checkbox"/>		
26421	08/08/2025	Grand Floor Services	\$6,620.00	1025	Printed	Expense	<input type="checkbox"/>		
26422	08/08/2025	Hartford Sprinkler Co., Inc	\$630.00	1025	Printed	Expense	<input type="checkbox"/>		
26423	08/08/2025	Hoodz of Connecticut	\$1,605.75	1025	Printed	Expense	<input type="checkbox"/>		
26424	08/08/2025	Imperial Dade	\$1,553.40	1025	Printed	Expense	<input type="checkbox"/>		
26425	08/08/2025	Infobase Learning	\$506.36	1025	Printed	Expense	<input type="checkbox"/>		

Somers Board of Education

Check Listing

Fiscal Year: 2025-2026

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 8/8/2025 **To Date:** 8/8/2025
From Check: 26378 **To Check:** 26482
From Voucher: 1025 **To Voucher:** 1025

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26426	08/08/2025	ITEEA	\$654.00	1025	Printed	Expense	<input type="checkbox"/>		
26427	08/08/2025	IXL Learning	\$31,200.00	1025	Printed	Expense	<input type="checkbox"/>		
26428	08/08/2025	Journal Inquirer	\$44.00	1025	Printed	Expense	<input type="checkbox"/>		
26429	08/08/2025	JP Climate Control LLC	\$1,150.00	1025	Printed	Expense	<input type="checkbox"/>		
26430	08/08/2025	K&S Distributors	\$1,403.18	1025	Printed	Expense	<input type="checkbox"/>		
26431	08/08/2025	Lakeshore Learning	\$934.58	1025	Printed	Expense	<input type="checkbox"/>		
26432	08/08/2025	Midstate Battery	\$1,109.60	1025	Printed	Expense	<input type="checkbox"/>		
26433	08/08/2025	MobyMax Education, LLC	\$3,742.00	1025	Printed	Expense	<input type="checkbox"/>		
26434	08/08/2025	Mystery Science Inc	\$1,695.00	1025	Printed	Expense	<input type="checkbox"/>		
26435	08/08/2025	NASCO	\$786.08	1025	Printed	Expense	<input type="checkbox"/>		
26436	08/08/2025	National Association for Music Education	\$290.00	1025	Printed	Expense	<input type="checkbox"/>		
26437	08/08/2025	National School Forms, Inc	\$140.32	1025	Printed	Expense	<input type="checkbox"/>		
26438	08/08/2025	New England Turf Management	\$3,000.00	1025	Printed	Expense	<input type="checkbox"/>		
26439	08/08/2025	Newsela, Inc	\$14,958.85	1025	Printed	Expense	<input type="checkbox"/>		
26440	08/08/2025	NoodleTools Inc	\$675.00	1025	Printed	Expense	<input type="checkbox"/>		
26441	08/08/2025	Notable, Inc (Kami)	\$4,280.40	1025	Printed	Expense	<input type="checkbox"/>		
26442	08/08/2025	Nuso, LLC	\$116.82	1025	Printed	Expense	<input type="checkbox"/>		
26443	08/08/2025	Plimpton & Hills	\$316.01	1025	Printed	Expense	<input type="checkbox"/>		
26444	08/08/2025	Project Read AI Inc	\$2,050.00	1025	Printed	Expense	<input type="checkbox"/>		
26445	08/08/2025	Quizizz	\$2,731.25	1025	Printed	Expense	<input type="checkbox"/>		
26446	08/08/2025	Really Good Stuff, Inc.	\$1,187.67	1025	Printed	Expense	<input type="checkbox"/>		
26447	08/08/2025	Really Great Reading	\$558.80	1025	Printed	Expense	<input type="checkbox"/>		
26448	08/08/2025	Rochester 100 Inc.	\$320.00	1025	Printed	Expense	<input type="checkbox"/>		

Somers Board of Education

Check Listing

Fiscal Year: 2025-2026

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 8/8/2025 **To Date:** 8/8/2025
From Check: 26378 **To Check:** 26482
From Voucher: 1025 **To Voucher:** 1025

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26449	08/08/2025	Rusty Klin LLC	\$1,450.00	1025	Printed	Expense	<input type="checkbox"/>		
26450	08/08/2025	S.S. Trinks Steam LLC	\$1,200.00	1025	Printed	Expense	<input type="checkbox"/>		
26451	08/08/2025	Scholastic Inc	\$185.73	1025	Printed	Expense	<input type="checkbox"/>		
26452	08/08/2025	SchoolLinks	\$5,250.00	1025	Printed	Expense	<input type="checkbox"/>		
26453	08/08/2025	Seesaw Learning Inc	\$5,044.00	1025	Printed	Expense	<input type="checkbox"/>		
26454	08/08/2025	Sherwin-Williams Co., The	\$118.84	1025	Printed	Expense	<input type="checkbox"/>		
26455	08/08/2025	Sonitrol New England	\$24,947.97	1025	Printed	Expense	<input type="checkbox"/>		
26456	08/08/2025	Stephanie Levin	\$31.40	1025	Printed	Expense	<input type="checkbox"/>		
26457	08/08/2025	Steve Roberts	\$5,000.00	1025	Printed	Expense	<input type="checkbox"/>		
26458	08/08/2025	Steve Weiss Music Inc.	\$521.95	1025	Printed	Expense	<input type="checkbox"/>		
26459	08/08/2025	Super Teacher Worksheets	\$375.00	1025	Printed	Expense	<input type="checkbox"/>		
26460	08/08/2025	Swiss Cleaners	\$63.00	1025	Printed	Expense	<input type="checkbox"/>		
26461	08/08/2025	Technical Education Solutions, LLC	\$2,400.00	1025	Printed	Expense	<input type="checkbox"/>		
26462	08/08/2025	The Granite Group Wholesalers, LLC	\$57.04	1025	Printed	Expense	<input type="checkbox"/>		
26463	08/08/2025	The Home Depot Pro	\$353.24	1025	Printed	Expense	<input type="checkbox"/>		
26464	08/08/2025	The Library Store Inc.	\$249.28	1025	Printed	Expense	<input type="checkbox"/>		
26465	08/08/2025	Town of Somers	\$383.51	1025	Printed	Expense	<input type="checkbox"/>		
26466	08/08/2025	TPC Associates, Inc	\$420.00	1025	Printed	Expense	<input type="checkbox"/>		
26467	08/08/2025	Tristate Equipment Repair	\$1,353.38	1025	Printed	Expense	<input type="checkbox"/>		
26468	08/08/2025	Turnitin LLC	\$2,550.00	1025	Printed	Expense	<input type="checkbox"/>		
26469	08/08/2025	Tyler Technologies, Inc.	\$27,220.05	1025	Printed	Expense	<input type="checkbox"/>		
26470	08/08/2025	University of Oregon	\$400.00	1025	Printed	Expense	<input type="checkbox"/>		
26471	08/08/2025	USA Waste and Recycling	\$1,964.49	1025	Printed	Expense	<input type="checkbox"/>		
26472	08/08/2025	Vector Solutions	\$10,223.00	1025	Printed	Expense	<input type="checkbox"/>		

Somers Board of Education

Check Listing

Fiscal Year: 2025-2026

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 8/8/2025 To Date: 8/8/2025
 From Check: 26378 To Check: 26482
 From Voucher: 1025 To Voucher: 1025

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26473	08/08/2025	Verizon Wireless	\$516.91	1025	Printed	Expense	<input type="checkbox"/>		
26474	08/08/2025	Voyager Sopris	\$1,622.50	1025	Printed	Expense	<input type="checkbox"/>		
26475	08/08/2025	W.B. Mason Co., Inc.	\$186.40	1025	Printed	Expense	<input type="checkbox"/>		
26476	08/08/2025	Wel-Design Alarm Systems, Inc	\$2,002.00	1025	Printed	Expense	<input type="checkbox"/>		
26477	08/08/2025	Williams Scotsman, Inc	\$700.00	1025	Printed	Expense	<input type="checkbox"/>		
26478	08/08/2025	Wilson Language Training Corp.	\$3,331.80	1025	Printed	Expense	<input type="checkbox"/>		
26479	08/08/2025	Wings Testing & Balancing Co, Inc	\$2,400.00	1025	Printed	Expense	<input type="checkbox"/>		
26480	08/08/2025	Xerox Corporation	\$2,608.42	1025	Printed	Expense	<input type="checkbox"/>		
26481	08/08/2025	Zeam	\$2,500.00	1025	Printed	Expense	<input type="checkbox"/>		
26482	08/08/2025	Zoro Tools Inc	\$374.25	1025	Printed	Expense	<input type="checkbox"/>		
			Total Amount:						
			\$769,962.33						


End of Report

SOMERS BOARD OF EDUCATION VOUCHER

Voucher No: 1037


Voucher Date: 08/25/2025

Prepared By:


Printed: 08/21/2025 11:51:43 AM

SOMERS BOARD OF EDUCATION is hereby authorized to draw warrants against SOMERS BOARD OF EDUCATION funds for the sum of \$125,095.60 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2025 to June 30, 2026 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.


Stephanie Levin Director of Business Services

SOMERS BOARD OF EDUCATION

Fund	Amount
10 GENERAL FUND	\$125,095.60
	<u>\$125,095.60</u>

Somers Board of Education

Check Listing

Fiscal Year: 2025-2026

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 8/25/2025
From Check: 26493
From Voucher: 1037

To Date: 8/25/2025
To Check: 26542
To Voucher: 1037

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26493	08/25/2025	Adelbrook Inc	\$36,966.00	1037	Printed	Expense	<input type="checkbox"/>		
26494	08/25/2025	Amazon Capital Services	\$2,492.85	1037	Printed	Expense	<input type="checkbox"/>		
26495	08/25/2025	CASBO	\$50.00	1037	Printed	Expense	<input type="checkbox"/>		
26496	08/25/2025	CDW Government, Inc.	\$2,500.00	1037	Printed	Expense	<input type="checkbox"/>		
26497	08/25/2025	Chief Architect Software	\$394.52	1037	Printed	Expense	<input type="checkbox"/>		
26498	08/25/2025	CLG Electric LLC	\$325.00	1037	Printed	Expense	<input type="checkbox"/>		
26499	08/25/2025	Corinne Bouchard	\$14.98	1037	Printed	Expense	<input type="checkbox"/>		
26500	08/25/2025	COX Business	\$677.58	1037	Printed	Expense	<input type="checkbox"/>		
26501	08/25/2025	Eversource Energy	\$10,096.56	1037	Printed	Expense	<input type="checkbox"/>		
26502	08/25/2025	Everway LLC	\$6,234.36	1037	Printed	Expense	<input type="checkbox"/>		
26503	08/25/2025	Flinn Scientific, Inc.	\$106.49	1037	Printed	Expense	<input type="checkbox"/>		
26504	08/25/2025	Flores & Associates	\$94.35	1037	Printed	Expense	<input type="checkbox"/>		
26505	08/25/2025	Follett Content Solutions, LLC	\$454.43	1037	Printed	Expense	<input type="checkbox"/>		
26506	08/25/2025	Gateway Enterprise Corporation	\$305.00	1037	Printed	Expense	<input type="checkbox"/>		
26507	08/25/2025	Gopher Sport	\$1,388.05	1037	Printed	Expense	<input type="checkbox"/>		
26508	08/25/2025	Graduate Pest Solutions, Inc.	\$171.14	1037	Printed	Expense	<input type="checkbox"/>		
26509	08/25/2025	Grainger	\$251.88	1037	Printed	Expense	<input type="checkbox"/>		
26510	08/25/2025	Hartford HealthCare Corporation SBO	\$13,464.00	1037	Printed	Expense	<input type="checkbox"/>		
26511	08/25/2025	Hearst Media Services CT, LLC	\$39.35	1037	Printed	Expense	<input type="checkbox"/>		
26512	08/25/2025	Hussey Seating Company	\$6,110.00	1037	Printed	Expense	<input type="checkbox"/>		
26513	08/25/2025	Imperial Dade	\$3,758.63	1037	Printed	Expense	<input type="checkbox"/>		
26514	08/25/2025	John Bagioni, Meteorologist	\$1,000.00	1037	Printed	Expense	<input type="checkbox"/>		
26515	08/25/2025	Journal Inquirer	\$44.00	1037	Printed	Expense	<input type="checkbox"/>		
26516	08/25/2025	K&S Distributors	\$1,052.50	1037	Printed	Expense	<input type="checkbox"/>		

Somers Board of Education

Check Listing

Fiscal Year: 2025-2026

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 8/25/2025
 From Check: 26493
 From Voucher: 1037

To Date: 8/25/2025
 To Check: 26542
 To Voucher: 1037

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26517	08/25/2025	Learning Forward	\$1,085.00	1037	Printed	Expense	<input type="checkbox"/>		
26518	08/25/2025	McGraw Hill LLC	\$972.00	1037	Printed	Expense	<input type="checkbox"/>		
26519	08/25/2025	Minuteman Press	\$282.50	1037	Printed	Expense	<input type="checkbox"/>		
26520	08/25/2025	Newstripe, Inc	\$73.90	1037	Printed	Expense	<input type="checkbox"/>		
26521	08/25/2025	Perfection Learning	\$1,398.60	1037	Printed	Expense	<input type="checkbox"/>		
26522	08/25/2025	Pitney Bowes, Inc.	\$114.75	1037	Printed	Expense	<input type="checkbox"/>		
26523	08/25/2025	R.C.S Contracting	\$6,250.00	1037	Printed	Expense	<input type="checkbox"/>		
26524	08/25/2025	Rose Paving LLC	\$1,075.00	1037	Printed	Expense	<input type="checkbox"/>		
26525	08/25/2025	School Specialty, Llc	\$8,043.59	1037	Printed	Expense	<input type="checkbox"/>		
26526	08/25/2025	Shannin Burns	\$244.00	1037	Printed	Expense	<input type="checkbox"/>		
26527	08/25/2025	Sherwin-Williams Co., The	\$47.24	1037	Printed	Expense	<input type="checkbox"/>		
26528	08/25/2025	Somers Star Hardware	\$237.56	1037	Printed	Expense	<input type="checkbox"/>		
26529	08/25/2025	Sway Medical	\$498.00	1037	Printed	Expense	<input type="checkbox"/>		
26530	08/25/2025	Teachers Synergy, LLC	\$155.00	1037	Printed	Expense	<input type="checkbox"/>		
26531	08/25/2025	The CBORD Group Inc	\$28.26	1037	Printed	Expense	<input type="checkbox"/>		
26532	08/25/2025	The Home Depot Pro	\$212.78	1037	Printed	Expense	<input type="checkbox"/>		
26533	08/25/2025	TPC Associates, Inc	\$420.00	1037	Printed	Expense	<input type="checkbox"/>		
26534	08/25/2025	Tull Brothers, Inc.	\$485.00	1037	Printed	Expense	<input type="checkbox"/>		
26535	08/25/2025	Turf Products	\$3,517.50	1037	Printed	Expense	<input type="checkbox"/>		
26536	08/25/2025	Tyler Technologies, Inc.	\$120.00	1037	Printed	Expense	<input type="checkbox"/>		
26537	08/25/2025	UCONN/CEN	\$50.00	1037	Printed	Expense	<input type="checkbox"/>		
26538	08/25/2025	USA Waste and Recycling	\$1,964.49	1037	Printed	Expense	<input type="checkbox"/>		
26539	08/25/2025	Walch & Company, Inc	\$4,000.00	1037	Printed	Expense	<input type="checkbox"/>		
26540	08/25/2025	William H Sadlier, Inc.	\$4,730.02	1037	Printed	Expense	<input type="checkbox"/>		

Somers Board of Education

Check Listing

Fiscal Year: 2025-2026

Criteria:

Bank Account: BOE AP CASH 1918032563

From Date: 8/25/2025

To Date: 8/25/2025

From Check: 26493

To Check: 26542

From Voucher: 1037

To Voucher: 1037

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
26541	08/25/2025	Xerox Corporation	\$355.32	1037	Printed	Expense	<input type="checkbox"/>		
26542	08/25/2025	Zoro Tools Inc	\$743.42	1037	Printed	Expense	<input type="checkbox"/>		
Total Amount:			\$125,095.60						

End of Report

CREDIT/FROM:

DEBIT/TO:

Account #	Description	Amount	Account #	Description	Amount
1707	Contracted Services - OOD Speech	\$15,500.00	329	Transportation - Vans Sp. Ed.	\$60,000.00
1079	Contracted Services - OT/PT	\$13,300.00	338	Transportation - Pay to Play	\$20,000.00
69	Related Services - Speech SW	\$8,000.00			
103	Other Comp - Contingency	\$6,700.00			
337	Transportation - Athletics SHS	\$6,100.00			
316	Nurse - SES	\$6,000.00			
99	Paraprofessional - Special Ed SES	\$5,000.00			
833	Other Comp - Nurse Add'l Hours	\$4,000.00			
320	Nurse - 1:1 Student Support	\$4,000.00			
319	Substitute - Nurse	\$4,000.00			
89	Clerical - Office Assistant SES	\$4,000.00			
336	Transportation - Athletics MBA	\$1,800.00			
1146	Supplies - Nurses Office	\$1,600.00			
358	Supplies - Electricity SES	\$4,700.00	356	Supplies - Fuel #2 SHS	\$26,000.00
297	Professional Development - CO	\$5,800.00	354	Supplies - Fuel #2 SES	\$14,000.00
80	Other Comp - Substitute Coordinator	\$5,760.00			
45	Contracted Services - BOE Professional	\$5,500.00			
181	Supplies - Consumer Science SHS	\$5,400.00			
1138	Coach - Tennis SHS	\$4,300.00			
149	Supplies - AV Materials SW	\$2,900.00			
49	Forms & Printing - BOE	\$2,000.00			
165	Supplies - Art SHS	\$1,440.00			
873	Supplies - General Computer SW	\$1,200.00			
1677	Supplies - PBIS SHS	\$1,000.00			
1228	Benefits - Health Insurance	\$22,000.00	439	Maintenance - Building SHS	\$33,000.00
350	Maintenance - Maintenance Personnel	\$12,000.00	442	Maintenance - Groundskeep	\$8,000.00
888	Tutor - SES	\$7,000.00	443	Maintenance - Roof Repair	\$6,000.00
1170	Substitute - Teacher LTS	\$6,000.00			
1646	Contracted Services - Software SW	\$23,000.00	1792	Technology Software - Business Operations SW	\$24,000.00
34	Benefits - Tuition Reimbursement	\$1,000.00			
512	Benefits - Life/AD&D Insurance	\$5,000.00	855	Benefits - Pension Contributions	\$8,000.00
513	Benefits - LTD Insurance	\$5,000.00	506	Benefits - Social Security/Medicare	\$6,400.00
516	Benefits - Workers Compensation	\$4,000.00			
34	Benefits - Tuition Reimbursement	\$400.00			

60	Teacher - Classroom Instruction SES	\$7,800.00	523	Rental - Copier SES	\$7,800.00
1231	Tuition - General Education	\$28,000.00	673	Tuition - Special Education	\$35,000.00
621	Tuition - Yo Ag	\$18,000.00	567	Advisor - Parking Fee Offset	\$12,000.00
60	Teacher - Classroom Instruction SES	\$8,522.00	579	Advisor - Combined Ensembles	\$7,522.00
		\$267,722.00			\$267,722.00

Personnel Certified/Non-Certified

Students

Title IX

Sexual harassment affects a student's ability to learn and an employee's ability to work. Providing an educational and workplace environment free from sexual harassment is an important District goal. The District does not discriminate on the basis of sex in any of its education programs or activities, and it complies with Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations (34 C.F.R. Part 106) concerning everyone in the District's education programs and activities, including applicants for employment, students, parents/guardians, employees, and third parties.

Title IX Sexual Harassment Prohibited

Sexual harassment as defined in Title IX (Title IX Sexual Harassment) is prohibited. Any person, including a District employee or agent, or student, engages in Title IX Sexual Harassment whenever that person engages in conduct on the basis of an individual's sex that satisfies one or more of the following:

1. A District employee conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct; or
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 educational program or activity; 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).

Examples of sexual harassment include, but are not limited to, touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, spreading rumors related to a person's alleged sexual activities, rape, sexual battery, sexual abuse, and sexual coercion.

Definitions (from 34 C.F.R. §106.30)

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Education program or activity includes locations, events, or circumstances where the District has substantial control over both the Respondent and the context in which alleged sexual harassment occurs.

Formal Title IX Sexual Harassment 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 District investigate the allegation.

Respondent means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment.

Supportive measures mean 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 Title IX Sexual Harassment Complaint or where no Formal Title IX Sexual Harassment Complaint has been filed.

Title IX Sexual Harassment Prevention and Response

The Superintendent or designee will ensure that the District prevents and responds to allegations of Title IX Sexual Harassment as follows:

1. Ensures that the District's comprehensive health education program incorporates (a) age-appropriate sexual abuse and assault awareness and prevention programs in grades pre-K through 12, and (b) age-appropriate education about the warning signs, recognition, dangers, and prevention of teen dating violence in grades 7-12. This includes incorporating student social and emotional development into the District's educational program as required by State law and in alignment with Board policy.
2. Incorporates education and training for school staff as recommended by the Superintendent or Title IX Coordinator.
3. Notifies applicants for employment, students, parents/guardians, employees, and collective bargaining units of this policy and contact information for the Title IX Coordinator by, at a minimum, prominently displaying them on the District's website, if any, and in each handbook made available to such persons.

Making a Report

A person who wishes to make a report under this Title IX Sexual Harassment grievance procedure may make a report to the Title IX Coordinator, Building Principal, Assistant Building Principal, or any employee with whom the person is comfortable speaking. A person who wishes to make a report may choose to report to a person of the same gender.

School employees shall respond to incidents of sexual harassment by promptly making or forwarding the report to the Title IX Coordinator. An employee who fails to promptly make or forward a report may be disciplined, up to and including discharge.

Processing and Reviewing a Report or Complaint

Upon receipt of a report, the Title IX Coordinator and/or designee will promptly contact the Complainant to: (1) discuss the availability of supportive measures, (2) consider the Complainant's wishes with respect to supportive measures, (3) inform the Complainant of the availability of supportive measures with or without the filing of a Formal Title IX Sexual Harassment Complaint, and (4) explain to the Complainant the process for filing a Formal Title IX Sexual Harassment Complaint.

Further, the Title IX Coordinator will analyze the report to identify and determine whether there is another or an additional appropriate method(s) for processing and reviewing it. For any report received, the Title IX Coordinator shall review appropriate Board policies pertaining to Uniform Grievance Procedure; Workplace Harassment; Abused and Neglected Child Reporting; Employee Ethics; Conduct; Conflict of Interest; Harassment of Students; Prevention of and Response to Bullying, Intimidation, and Harassment; Teen Dating Violence Prohibited; Student Behavior, to determine if the allegations in the report require further action.

Reports of alleged sexual harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational program or activity that is productive, respectful, and free of sexual harassment.

Formal Title IX Sexual Harassment Complaint Grievance Process

When a *Formal Title IX Sexual Harassment Complaint* is filed, the Title IX Coordinator will appoint a qualified person to undertake the investigation. The Superintendent or designee shall implement procedures to ensure that all Formal Title IX Sexual Harassment Complaints are processed and reviewed according to a Title IX grievance process that fully complies with 34 C.F.R. §106.45.23.

Enforcement

Any District employee who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any District student who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with student behavior policies.

Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action.

This policy does not increase or diminish the ability of the District or the parties to exercise any other rights under existing law.

Retaliation Prohibited

The District prohibits any form of retaliation against anyone who, in good faith, has made a report or complaint, assisted, or participated or refused to participate in any manner in a proceeding under this policy. Any person should report claims of retaliation.

Any person who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

(cf. [0521](#) - Nondiscrimination)

(cf. [0521.1](#) - Grievance Procedure for Section 504, Title IX, and Title VII)

(cf. [4118.11/4218.11](#) - Nondiscrimination)
(cf. [4118.112/4218.112](#) - Sex Discrimination and Sexual Harassment in the Workplace)
(cf. [5131.911](#) - Bullying/Safe School Climate Plan)
(cf. [5145.5](#) - Sexual Harassment)
(cf. [5145.51](#) - Peer Sexual Harassment)

Legal Reference: United States Constitution, Article XIV

Civil Rights Act of 1964, Title VII, 42 U.S.C. §2000 e2(a).

Equal Employment Opportunity Commission Policy Guidance (N 915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.

Title IX of the Education Amendments of 1972, 20 USCS §1681, et seq.

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

Title IX Final Rule, 34 CFR §106.45, et seq., May 6, 2020

34 CFR Section 106.8(b), OCR Guidelines for Title IX.

Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a) 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)

The Clery Act, 20 U.S.C. §1092(f)

The Violence Against Women Act, 34 U.S.C. §12291(a)

Mentor Savings Bank, FSB v. Vinson 477 US.57 (1986)

Faragher v. City of Boca Raton, No. 97-282 (U.S. Supreme Court, June 26,1998)

Burlington Industries, Inc. v. Ellerth, No. 97-569, (U.S. Supreme Court, June 26,1998)

Gebbs v. Lago Vista Indiana School District, No. 99-1866, (U.S. Supreme Court, June 26,1998)

Davis v. Monro County Board of Education, No. 97-843, (U.S. Supreme Court, May 24, 1999.)

Connecticut General Statutes

[46a](#) 60 Discriminatory employment practices prohibited.

Conn. Agencies Regs. §[46a](#)-54-200 through §[46a](#)-54-207

Constitution of the State of Connecticut, Article I, Section 20.

P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment

Policy adopted: January 25, 2021

Personnel -- Certified/Non-Certified

Students

PROHIBITION OF SEX DISCRIMINATION, INCLUDING SEX-BASED HARASSMENT

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

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

Dina Senecal, Title IX Coordinator

1 Vision Boulevard

Somers, CT 06071

(860) 749 - 2270 x2039

The Superintendent of Schools shall develop and adopt grievance procedures that provide for the prompt and equitable resolution of complaints made (1) by students, employees, or other individuals who are participating or attempting to participate in the District's education program or activity, or (2) by the Title IX Coordinator, alleging any action that would be prohibited by Title IX, Title VII, or Connecticut law (the "Administrative Regulations"). The Administrative Regulations are located under the Somers Public Schools website (www.somers.k12.ct.us) under District Information.

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

Sex discrimination includes sex-based harassment, as defined below.

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex

characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

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

2. *Hostile environment harassment*, or unwelcome sex-based conduct that based on the totality of the circumstances, is (1) subjectively and objectively offensive and (2) so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the District's education program or activity. Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

a. the degree to which the conduct affected the complainant's ability to access the District's education program or activity;

b. the type, frequency, and duration of the conduct;

c. the parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;

d. the location of the conduct and the context in which the conduct occurred; and

e. other sex-based harassment in the District's education program or activity; or

3. *A specific offense*, as follows:

a. Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

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

c. Domestic violence, meaning felony or misdemeanor crimes committed by a person who: (i) is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of Connecticut, or a person similarly situated to a spouse of the victim; (ii) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (iii) shares a child in common with the victim; or (iv) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of Connecticut; or

d. Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (i) fear for the person's safety or the safety of others; or (ii) suffer substantial emotional distress.

Reporting Sex Discrimination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Conn. Gen. Stat. § [10-15c](#) - Discrimination in public schools prohibited.

Conn. Gen. Stat. § [46a-54](#) - Commission powers Connecticut

Conn. Gen. Stat. § [46a-60](#) - Discriminatory employment practices prohibited

Conn. Gen. Stat. § [46a-81c](#) - Sexual orientation discrimination: Employment

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

Conn. Agencies Regs. §§ [46a-54-200](#) through § [46a-54-207](#)

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

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

Adopted: January 13, 2025

ADMIN. REG: 4000.1

5145.44

ADMINISTRATIVE REGULATION

Personnel

PROHIBITION OF SEX DISCRIMINATION, INCLUDING SEX-BASED HARASSMENT

The Somers Board of Education (the "Board") and Somers Public Schools (the "District") do not discriminate on the basis of sex and prohibit sex discrimination in any education program or activity that the Board and/or District operate, as required by Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, et seq. and its implementing regulations ("Title

IX"), as it may be amended from time to time, Title VII of the Civil Rights Act of 1964 ("Title VII"), and Connecticut law.

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

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

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

1. *Quid pro quo harassment*, or where an employee, agent or other person authorized by the Board to provide an aid, benefit or services under its education program or activity explicitly or impliedly conditions the provision of an aid, benefit, or service of the Board on an individual's participation in unwelcome sexual conduct);
2. *Hostile environment harassment*, or unwelcome sex-based conduct that based on the totality of the circumstances, is (1) subjectively and objectively offensive and (2) so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the District's education program or activity. Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
 - a. the degree to which the conduct affected the complainant's ability to access the District's education program or activity;
 - b. the type, frequency, and duration of the conduct;
 - c. the parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
 - d. the location of the conduct and the context in which the conduct occurred; and
 - e. other sex-based harassment in the District's education program or activity; or
3. *A specific offense*, as follows:
 - a. Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

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

c. Domestic violence, meaning felony or misdemeanor crimes committed by a person who: (i) is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of Connecticut, or a person similarly situated to a spouse of the victim; (ii) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (iii) shares a child in common with the victim; or (iv) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of Connecticut; or

d. Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (i) fear for the person's safety or the safety of others; or (ii) suffer substantial emotional distress.

SECTION I: REPORTING SEX DISCRIMINATION

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

Dina Senecal, Title IX Coordinator

1 Vision Boulevard, Somers, CT 06071

(860) 749-2270 x2039

dina.senecal@somers.k12.ct.us

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

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

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

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

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

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

SECTION II: DEFINITIONS

1. **Bias** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decisionmaker(s) demonstrate actual bias, rather than the appearance of bias. Actual bias includes, but is not limited to, demonstrated personal animus against the respondent or the complainant and/or prejudgment of the facts at issue in the investigation.
2. **Complainant** means (1) a student of the District or employee of the Board who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or (2) a person other than a student of the District or employee of the Board who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination. When a complainant is a student of the District, reference in these Administrative Regulations to complainant includes the student's parent or guardian.
3. **Complaint** means oral or written requests to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination under Title IX or its regulations and under the Board's policy and these Administrative Regulations.
4. A **conflict of interest** occurs when it is proven that the Title IX Coordinator, investigator(s), and/or decisionmaker(s) have personal, financial and/or familial interests that affected the outcome of the investigation.

5. **Consent** means an active, clear and voluntary agreement by a person to engage in sexual activity with another person (also referred to hereafter as "affirmative consent").

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

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

6. **Disciplinary sanctions** means consequences imposed on a respondent following a determination under Title IX or under the Board's policy and these Administrative Regulations that the respondent violated the District's prohibition on sex discrimination.

7. For purposes of investigations and complaints of sex discrimination, **education program or activity** includes buildings owned or controlled by the Board and conduct that is subject to the District's disciplinary authority. The District has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the District's education program or activity or outside the United States.

8. **Employee** means (A) a teacher, substitute teacher, school administrator, school superintendent, guidance counselor, school counselor, psychologist, social worker, nurse, physician, school paraprofessional or coach employed by the Board or working in a public elementary, middle or high school; or (B) any other individual who, in the performance of the individual's duties, has regular contact with students and who provides services to or on behalf of students enrolled in a public elementary, middle or high school, pursuant to a contract with the Board.

9. **Party** means a complainant or respondent.

10. **Pregnancy or related conditions** mean (A) pregnancy, childbirth, termination of pregnancy, or lactation; (B) medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or (C) recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.

11. **Relevant** means related to the allegations of sex discrimination under investigation as a part of the District's Title IX grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

12. **Remedies** means measures provided, as appropriate, to a complainant or any other person the District identifies as having had their equal access to the District's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the District's education program or activity after the District determines that sex discrimination occurred.

13. **Respondent** means an individual who is alleged to have violated the District's prohibition on sex discrimination. When a respondent is a student of the District, reference in these Administrative Regulations to respondent includes the student's parent or guardian.

14. **Retaliation** means intimidation, threats, coercion, or discrimination against any person by a student or an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or Title VII or their regulations or Connecticut law, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, hearing or informal resolution process conducted pursuant to federal Title IX regulations or under the Board's policy and these Administrative Regulations. This also includes peer retaliation, which means retaliation by a student against another student.

15. **School days** means the days that school is in session as designated on the calendar posted on the District's website. In its discretion, and when equitably applied and with proper notice to the parties, the District may consider business days during the summer recess as "school days" if such designation facilitates the prompt resolution of the grievance procedures.

16. **Supportive measures** means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to: (1) restore or preserve that party's access to the District's education program or activity, including measures that are designed to protect the safety of the parties or the District's educational environment; or (2) provide support during the District's grievance procedures or during the informal resolution process. Supportive measures may include counseling; extensions of deadlines or other course-related adjustments; increased security and monitoring; restrictions on contact; changes to class schedules or extracurriculars; training and education programs related to sex-based harassment, and other similar measures as determined appropriate by the Title IX Coordinator.

SECTION III: RESPONSE TO SEX DISCRIMINATION

1. Notification of Procedures. When notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment, the Title IX Coordinator shall notify the complainant or, if the complainant is unknown, the individual who reported the conduct, of the grievance procedures, and the informal resolution process, if available and appropriate. If a complaint is made, the Title IX Coordinator shall also notify the respondent of the grievance procedures and the informal resolution process, if available and appropriate.

2. Supportive Measures. When notified of conduct that reasonably may constitute sex discrimination, including sex-based harassment, an administrator will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education program or activity or provide support during the District's Title IX grievance procedures or during the informal resolution process. The District will not disclose information about any supportive measures to persons other than the person to whom they apply and their parent or guardian unless necessary to provide the supportive measure or restore or preserve a party's access to the educational program or activity.

a. Where a supportive measure has been implemented, a party may seek the modification or termination of the supportive measure, if the supportive measure is applicable to them and if the party's circumstances have materially changed. The District may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures or at the conclusion of the informal resolution process.

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

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

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

3. Informal Resolution Process. In lieu of resolving a complaint of sex discrimination through the District's formal grievance procedures (outlined below), the parties may instead

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

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

- 1) the allegations;
- 2) the requirements of the informal resolution process;
- 3) that, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the formal grievance procedures;
- 4) that the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming the formal grievance procedures arising from the same allegations;
- 5) the potential terms that may be requested or offered in an informal resolution agreement (which may include, but are not limited to, restrictions on contact, restrictions on the respondent's participation in the District's programs or activities, other disciplinary sanctions, and/or sensitivity training), including notice that an informal resolution agreement is binding only on the parties; and
- 6) what information the District will maintain and whether and how the District could disclose such information for use in formal grievances procedures.

b. *Intake Meeting(s).* From the date of the written notice provided in subsection III.3.a, above, the parties will have thirty (30) school days to reach a resolution. The Title IX Coordinator may extend this timeframe for the same reasons identified in subsection IV.1.d, below. If a resolution is not reached, the District will continue resolving the complaint through the grievance procedures as outlined below. The informal resolution process will be designed to be collaborative, focusing on the needs of both parties. When the parties have agreed to pursue the informal resolution process, the informal resolution facilitator shall have a separate intake meeting with each party to determine the appropriate path for resolution. During the intake meeting(s), each party will have the opportunity to share their perspective on the allegations, and the informal resolution facilitator will ascertain the party's goals and motivation in pursuing an informal resolution process.

c. *Informal Resolution Process.* Depending on the allegations of sex discrimination, the District may offer, or the parties may request (subject to the District's approval), one or more of the following types of informal resolution processes:

1) Facilitated Dialogue: After the intake meeting(s), the parties engage in a direct conversation about the alleged sex discrimination with the assistance of the informal resolution facilitator. In a facilitated dialogue, the parties are communicating directly and sharing the same space (virtually or in-person). During a facilitated dialogue, the parties will have the opportunity to discuss their individual experiences and listen to the experiences of others with the intention of reaching a mutually agreeable resolution.

2) Mediation: After the intake meeting, the parties will engage in back-and-forth communication to reach an agreed-upon resolution. Mediation may take place electronically or in-person or virtually, with the parties in different locations (e.g. not face-to-face). The parties will have the opportunity to speak with the informal resolution facilitator, and the informal resolution facilitator will communicate each party's perspective to the opposing party. Mediation may be completed in one session or may require multiple sessions.

d. *Informal Resolution Agreement.* After the parties have reached an agreed-upon resolution, the informal resolution facilitator shall memorialize such agreement in writing. Such resolutions may include, but are not limited to, mutual no-contact orders; agreed upon sensitivity training; restrictions on the respondent's participation in the District's programs or activities or other disciplinary sanctions; or other mutually agreed upon resolutions. Both parties shall sign the informal resolution agreement, at which point the matter will be considered resolved.

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

4. Emergency Removal. The District will not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination. However, the District may remove a respondent from the District's program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that there is an imminent and serious threat to the health or safety of the complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

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

6. Absence of a Complaint. In the absence of a complaint, or the withdrawal of any or all allegations in the complaint, and in the absence or termination of the informal resolution

process, the Title IX Coordinator shall make a fact-specific determination regarding whether the Title IX Coordinator should initiate a complaint of sex discrimination. In making this determination, the Title IX Coordinator shall consider, at a minimum, the following factors:

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

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

SECTION IV: GRIEVANCE PROCEDURES FOR COMPLAINTS OF SEX DISCRIMINATION

1. Basic Requirements for the Grievance Procedures.
 - a. The Somers Public Schools will treat complainants and respondents equitably.
 - b. The Somers Public Schools prohibits any Title IX Coordinator, investigator, or decisionmaker from having a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
 - c. The Somers Public Schools presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedures.

d. The Somers Public Schools has established timeframes for the major stages of the grievance procedures. The Somers Public Schools has also established the following process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay:

1) When determining whether a reasonable extension of timeframes is appropriate, the Title IX Coordinator shall pursue a two-step inquiry. When appropriate, the Title IX Coordinator shall make this determination in consultation with the investigator, decisionmaker, appeal decisionmaker and/or the informal resolution facilitator.

2) First, the Title IX Coordinator shall determine whether good cause exists. Good cause shall include, but is not limited to, the absence or illness of a party or a witness; concurrent law enforcement activity and/or activity by the Department of Children and Families; school being out of session; or particular circumstances based on the Title IX Coordinator's experience and familiarity with the complaint that constitute good cause. Reasonable modifications for those with disabilities and language assistance for those with limited proficiency in English should be provided within the established timeframes without need for a reasonable extension.

3) The existence of good cause will not always require a reasonable extension. When evaluating whether such good cause warrants a reasonable extension of time, the Title IX Coordinator shall, in part, determine whether there is a reasonable alternative that may be pursued in lieu of an extension. Where no such alternative exists and where a reasonable extension is necessary to properly effectuate the Somers Public Schools' grievance procedures, the Title IX Coordinator shall determine an appropriate extension of time and provide notice of the period of extension to the parties in writing.

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

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

g. The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by the Somers Public Schools to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

1) Evidence that is protected under a privilege recognized by Federal or Connecticut law, unless the person to whom the privilege is owed has voluntarily waived the privilege;

2) A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of

treatment to the party or witness, unless the Somers Public Schools obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and

3) Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

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

2. Filing a Complaint. A complainant (as defined above) and/or their parent or guardian may file a written or oral complaint with the Title IX Coordinator or an administrator to initiate the Somers Public Schools' grievance procedures. Complaints should be filed within thirty (30) school days of the alleged occurrence. If a complaint is filed after thirty (30) school days of the alleged occurrence, the Somers Public Schools may be limited in its ability to investigate the complaint.

3. Notice of District Grievance Procedures. If not already done, within five (5) school days of receiving a complaint, the Title IX Coordinator shall inform the complainant and their parent or guardian about the District's Title IX grievance procedures, offer the complainant supportive measures, and, where appropriate, inform the complainant and their parent or guardian about the Somers Public Schools' informal resolution process. Through this notification, the Title IX Coordinator shall confirm that the complainant is requesting the Somers Public Schools to conduct an investigation and make a determination regarding their allegations of sex discrimination. When the Title IX Coordinator is named as the respondent, the building principal or administrator responsible for the program shall notify the complainant and their parent or guardian.

4. Jurisdiction and Dismissal. Prior to initiating an investigation into the alleged sex discrimination and prior to issuing the notice of allegations, the Title IX Coordinator shall review the complaint and determine jurisdiction. If the alleged conduct occurred in the Somers Public Schools' program or activity or the conduct is otherwise subject to the Somers Public Schools' disciplinary authority, then the Somers Public Schools has jurisdiction. If there is no jurisdiction, the Title IX Coordinator must dismiss the complaint. The Title IX Coordinator shall make a determination regarding jurisdiction within five (5) school days of receiving the complaint.

a. The Title IX Coordinator or the investigator may dismiss a complaint of sex discrimination prior to issuing the notice of allegations and prior to reaching a determination regarding responsibility where:

- 1) The Somers Public Schools is unable to identify the respondent after taking reasonable steps to do so;
- 2) The respondent is not participating in the Somers Public Schools' education program or activity and/or is not employed by the Board;
- 3) The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- 4) The Title IX Coordinator determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the Somers Public Schools will make reasonable efforts to clarify the allegations by communicating with the complainant to discuss the allegations in the complaint.

b. Upon dismissal of the complaint, the Title IX Coordinator will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the Title IX Coordinator will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing. When a complaint is dismissed, the Somers Public Schools will, at a minimum:

- 1) Offer supportive measures to the complainant as appropriate;
- 2) If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
- 3) Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within the Somers Public Schools' education program or activity.

c. Appeal of Dismissal. The Title IX Coordinator will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the Title IX Coordinator will also notify the respondent that the dismissal may be appealed. The Somers Public Schools' appeal procedures will be implemented equally for all parties.

1) Dismissals may be appealed on the following bases:

- a) Procedural irregularity that would change the outcome;
- b) New evidence that would change the outcome and that was not reasonably available when the dismissal was issued; and
- c) The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

2) If the dismissal is appealed, an administrator who did not take part in the investigation of the allegations or the dismissal of the complaint will be the appeal decisionmaker for the dismissal. The Somers Public Schools' appeal process for the dismissal of a complaint provides the following:

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

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

- a. The Somers Public Schools' Title IX grievance procedures and availability of the informal resolution process;
- b. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
- c. A statement that retaliation is prohibited; and
- d. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if the Somers Public Schools provides a description of the evidence, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

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

6. Investigation. The Somers Public Schools will provide for the adequate, reliable, and impartial investigation of complaints. In most circumstances, the Somers Public Schools will institute a unified investigative model in which an administrator, or a team of administrators, will serve as both the investigator and the decisionmaker. In rare circumstances, the Title IX Coordinator may implement a bifurcated investigative model in which the investigator and the decisionmaker are separate administrators, or separate teams of administrators. The implementation of a bifurcated investigative model shall be in the sole discretion of the

Somers Public Schools, based on a review by the Title IX Coordinator of the complexity of the investigation and the resources needed. The following applies to all investigations, except as otherwise provided herein:

a. The burden is on the Somers Public Schools -not on the parties-to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.

b. The investigator(s) will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible.

c. The investigator(s) will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

d. Disclosure of Evidence: Prior to making a determination, the investigator(s) will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible.

1) Access to such evidence shall be accomplished by the investigator(s) providing the parties with a description of such evidence or the actual relevant and not otherwise impermissible evidence.

2) The parties shall have five (5) school days to review a description of the evidence or the actual evidence.

3) If not already provided, the parties may request to review the relevant and not otherwise impermissible evidence, rather than a description of the evidence. Parties requesting a review of the evidence must do so within the five (5) school day review period identified above.

4) The parties may submit a written response to the evidence, which must be received by the investigator(s) no later than the end of the five (5) school day review period identified above.

5) Based on the complexity and amount of the evidence, the investigator(s) may provide the parties with additional time to review and respond to the evidence.

6) The Somers Public Schools strictly prohibits the unauthorized disclosure of information and evidence obtained solely through the grievance procedures by parties or any other individuals involved in the Title IX grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

e. Only when using a bifurcated investigative model, the investigator(s) will draft an investigative report that summarizes the relevant and not otherwise impermissible evidence. The investigator(s) will provide this report to the parties and to the decisionmaker(s).

7. Questioning the Parties and Witnesses. The decisionmaker(s) shall question parties and witnesses to adequately assess the credibility of a party or witness, to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination. Credibility may be considered to be in dispute where the decisionmaker(s) must choose

between competing narratives to resolve the complaint. The decisionmaker(s), at their discretion, may conduct individual meetings with the parties or witnesses to evaluate credibility. The decisionmaker(s) may consider the following factors in making this evaluation:

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

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

8. Determination of Whether Sex Discrimination Occurred. Following an investigation and evaluation of all relevant and not otherwise impermissible evidence and within sixty (60) school days of issuing the initial notice of allegations, the decisionmaker(s) will:

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

9. Remedies and Disciplinary Sanctions. If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:

- a. Coordinate the provision and implementation of remedies to a complainant and other people the Somers Public Schools identified as having had equal access to the Somers Public Schools' education program or activity limited or denied by sex discrimination. These remedies may include, but are not limited to: continued supports for the complainant and other people the Somers Public Schools identifies; follow-up inquiries with the complainant and witnesses to ensure that the discriminatory/harassing conduct has stopped and that they have not experienced any retaliation; training or other interventions for the larger school community designed to ensure that students, staff, parents, Board members and other individuals within the school community understand the types of behavior that constitute discrimination/harassment, that the Somers Public Schools does not tolerate it, and how to report it; counseling supports; other remedies as may be appropriate for a particular circumstance as determined by the Title IX Coordinator.
- b. Coordinate the imposition of disciplinary sanctions, as appropriate, for a respondent, including notification to the complainant of any such disciplinary sanctions. The possible sanctions may include, but are not limited to, discipline up to and including expulsion for students and termination of employment for employees; resolution through restorative practices; and/or restrictions from athletics and other extracurricular activities.
- c. Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the Somers Public Schools' education program or activity.
- d. Communicate with a student's PPT or Section 504 team prior to disciplining a respondent to ensure compliance with the requirements of the IDEA and Section 504 with respect to discipline of students.
- e. If expulsion is recommended, refer a student respondent to the Board for expulsion proceedings pursuant to Connecticut law.

10. Appeal of Determination. After receiving the written determination of the outcome, parties shall have ten (10) school days to submit a formal written statement of appeal, if they so choose, to the Title IX Coordinator challenging the outcome of the grievance procedures and explaining the basis for appeal.

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

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

SECTION V: PREGNANCY OR RELATED CONDITIONS

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

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

SECTION VI: RETALIATION

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

SECTION VII: RECORDKEEPING

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

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

SECTION VIII: TRAINING

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

1. *All employees.* All employees shall be annually trained on the District's obligation to address sex discrimination in its education program or activity; the scope of conduct that

constitutes sex discrimination under Title IX, including the definition of sex-based harassment; and all applicable notification and information requirements related to pregnancy and related conditions and the District's response to sex discrimination.

2. *Investigators, decisionmakers, and other persons who are responsible for implementing the District's grievance procedures or have the authority to modify or terminate supportive measures.* Any employee who will act as an investigator, decisionmaker, or is responsible for supportive measures shall be annually trained on the District's response to sex discrimination; the District's grievance procedures; how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and the meaning and application of the term "relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance under the grievance procedures.

3. *Informal Resolution Facilitator.* Any employee who will act as an informal resolution facilitator shall be annually trained on the topics in subsection (1) and the rules and practices associated with the District's informal resolution process and on how to serve impartially, including by avoiding conflicts of interest and bias.

4. *Title IX Coordinator.* Any employee who will serve as the Title IX coordinator must be trained on above subsections (1)-(3) and must be trained on their specific responsibilities under Title IX, the District's recordkeeping system and the requirements recordkeeping under Title IX.

SECTION IX: FURTHER REPORTING

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

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

Adopted: January 14, 2025

COMPLAINT FORM REGARDING SEX DISCRIMINATION, INCLUDING SEX-BASED HARASSMENT

Name of the complainant:

Date of the alleged conduct:

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

Location where such conduct occurred:

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

Detailed statement of the circumstances:

Remedy requested:

Signature: _____

Date: _____

4000.1 Appendix A

5145.44

Title IX Sexual Harassment Glossary of Terms

This can be used to educate employees and students about Title IX terms, and with the required Title IX response and grievance process in Board policy [4000.1/5145.44](#), Title IX.

Glossary of Terms

Actual Knowledge - Notice of sexual harassment or allegations of sexual harassment to any District employee or to the District's Title IX Coordinator. Assumption of knowledge based solely on the District's status as an employer or other presumption under law does not constitute actual knowledge. This standard is not met when the only official of the District with actual knowledge is the Respondent. Notice as used here includes, but is not limited to, a

report or complaint of sexual harassment to the Title IX Coordinator in person, by mail, by telephone, or by email using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. 34 C.F.R. §§106.30, 106.8(a).

Appellate Decision-Maker - An individual or group, e.g., a Board-appointed appeal examiner or the Board, which reviews an appeal of the Initial Decision-Maker's determination regarding responsibility or a dismissal of a Formal Title IX Sexual Harassment Complaint (defined below). The Appellate Decision-Maker cannot be the same person as the Initial Decision-Maker, the Investigator, or the Title IX Coordinator. 34 C.F.R. §106.45(b)(8)(iii)(B). The Appellate Decision-Maker must be free from conflicts of interest or bias against complainants and respondents generally or against an individual Complainant or Respondent, and must be trained to serve impartially. 34 C.F.R. §106.45(b)(1)(iii).

Complainant - An individual who is alleged to be the victim of conduct that could constitute sexual harassment. 34 C.F.R. §106.30.

Consent - Knowing, voluntary, and clear permission by word or action, to engage in mutually agreed upon sexual activity. Consent may not be inferred from silence, passivity, or a lack of verbal or physical resistance. A person's manner of dress does not constitute consent. Past consent to sexual activities, or a current or previous dating relationship, does not imply ongoing or future consent. Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). Consent to engage in sexual activity with one person does not constitute consent to engage in sexual activity with another person. Consent may be withdrawn at any time. A person cannot consent to sexual activity if that person is unable to understand the nature of the activity or give knowing consent due to circumstances, including without limitation the following: (1) the person is incapacitated due to the use or influence of alcohol or drugs; (2) the person is asleep or unconscious; (3) the person is under age; or (4) the person is incapacitated due to a mental disability. The existence of consent is based on the totality of the circumstances, including the context in which the alleged incident occurred. Coercion, force, or the threat of either invalidates consent.

Note: 34 C.F.R. §106.30, added at 85 Fed. Reg. 30574, states that Title IX recipients are not required to adopt a particular definition of consent with respect to sexual assault; however, in its 2020 Title IX rulemaking, the U.S. Dept. of Education (DOE) stated that "recipients must clearly define consent and must apply that definition consistently." 85 Fed. Reg. 30125. Consult the Board Attorney if the District would like to customize this definition.

Education Program or Activity - Includes locations, events, or circumstances in the United States over which the District exercised substantial control over both the Respondent and the context in which the sexual harassment occurred. 34 C.F.R. §106.44(a).

Note: Title IX jurisdiction is geographically limited to discrimination against a person in the United States. 34 C.F.R. §106.8(d). The District's Title IX obligations extend to off-campus sexual harassment incidents "if the off-campus incident occurs as part of the [district]'s 'operations' pursuant to 20 U.S.C. 1687 and 34 CFR 106.2(h)" or if the District "exercised substantial control over the respondent and the context of alleged sexual harassment that occurred off campus pursuant to §106.44(a)." 85 Fed. Reg. 30196. No single factor is determinative of whether the District exercised substantial control or whether an incident occurred as part of the District's operations. *Id.* at 30197. Operations may include computer and internet networks, digital platforms, and computer

hardware or software owned or operated by, or used in, the District's operations. Id. at 30202.
Consult the Board Attorney for further guidance.

Formal Title IX Sexual Harassment Complaint - A document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation. At the time of filing a Formal Title IX Sexual Harassment Complaint, a Complainant must be participating in or attempting to participate in the District's education program or activity with which the Formal Title IX Sexual Harassment Complaint is filed.

Note: Whether a Complainant is attempting to participate is a fact-specific inquiry. For example, a Complainant who has graduated may still be attempting to participate in an education program where he or she intends to remain involved in alumni programs or activities. 85 Fed. Reg. 30138.
Consult the Board Attorney for further guidance.

Initial Decision-Maker - An individual designated by the Title IX Coordinator to reach an initial determination regarding responsibility in a Formal Title IX Sexual Harassment Complaint (defined above) by applying the standard of proof set forth in 2:265-AP2, Formal Title IX Sexual Harassment Complaint Grievance Process. See 85 Fed. Reg. 30054. The Title IX Coordinator cannot be the Initial Decision-Maker. 34 C.F.R. §106.45(b)(7)(i). The Initial Decision-Maker must be free from conflicts of interest or bias against complainants and respondents generally or against an individual Complainant or Respondent, and must be trained to serve impartially. 34 C.F.R. §106.45(b)(1)(iii).

Investigator - The Title IX Coordinator or an individual designated by the Title IX Coordinator to investigate a Formal Title IX Sexual Harassment Complaint (defined above) according to 2:265-AP2, Formal Title IX Sexual Harassment Complaint Grievance Process. The Investigator must be free from conflicts of interest or bias against complainants and respondents generally or against an individual Complainant or Respondent, and must be trained to serve impartially. 34 C.F.R. §106.45(b)(1)(iii).

Respondent - An individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment. 34 C.F.R. §106.30.

Supportive Measures - Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a Complainant or Respondent before or after the filing of a Formal Title IX Sexual Harassment Complaint or where no Formal Title IX Sexual Harassment 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, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District will maintain as confidential any supportive measures provided to a Complainant or Respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. 34 C.F.R. §106.30.

Sexual Harassment Governed by Laws Other Than Title IX - The District must also address sexual harassment that does not meet the definition of Title IX sexual harassment. For each report or complaint received, the Title IX Coordinator reviews Board policies to determine if they require additional action by the District in addition to or at the exclusion of policy [4000.1/5145.44](#) Title IX. Policies to be reviewed include those pertaining to nondiscrimination, uniform grievance procedure, harassment, reporting of child abuse and neglect, sexual abuse, harassment, bullying, and student discipline/conduct.

Title IX Sexual Harassment - Conduct on the basis of sex that satisfies one or more of the following (34 C.F.R. §106.30):

- A District employee conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct; or
- 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 program or activity; or
- Sexual assault as defined in 20 U.S.C. §1092(f)(6)(A)(v), dating violence as defined in 34 U.S.C. §12291(a)(10), domestic violence as defined in 34 U.S.C. §12291(a)(8), or stalking as defined in 34 U.S.C. §12291(a)(30).

- ***Sexual assault*** means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system (UCR Program) of the Federal Bureau of Investigation (FBI), and includes rape, fondling, incest, and statutory rape. 20 U.S.C. §1092(f)(6)(A)(v); 34 C.F.R. Part 668, Appendix A to Subpart D. For more information regarding the FBI UCR Program, see www.fbi.gov/services/cjis/ucr/.

- ***Dating violence*** means violence committed by a person: (1) who is or has been in a social relationship of a romantic or intimate nature with the victim, and (2) 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. 34 U.S.C. §12291(a)(10).

- ***Domestic violence*** includes any 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, 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. 34 C.F.R. §12291(a)(8).

- ***Stalking*** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) fear for his or her safety or the safety of others, or (2) suffer substantial emotional distress. 34 C.F.R. §12291(a)(30).

SAMPLE FORMAL COMPLAINT FORM (TITLE IX SEXUAL HARASSMENT)

Instructions for filling out this form: If you believe that you have been the victim of sexual harassment, please fill out this form, sign where indicated below, and submit it by hand delivery, electronic mail, or U.S. mail using the contact information listed for the Title IX Coordinator for Students at #5145.44 or the contact information listed for the Title IX Coordinator for Employees at #4000.1 or _____ *[Insert any additional methods of filing this form designated by the district].*

This formal complaint form is intended for use by the alleged victim of Title IX sexual harassment (referred to in Title IX Regulations as the "complainant"). Under Title IX and the Family Educational Rights and Privacy Act (FERPA), a parent or legal guardian may sign a complaint form and otherwise act on behalf of a minor in the formal complaint process.

If you are not filling this form out as a parent or guardian and you intend to report sexual harassment against another person in the District's education program or activities, please report your concerns to the District's Title IX Coordinator so that the District can take further action. **Under federal law, only an alleged victim of sexual harassment who is currently participating or attempting to participate in the District's education program or activity (such as an enrolled student, an employee, or an applicant for employment or admission) has the right to use the formal complaint process to initiate an investigation.** The District will process all formal complaints in accordance with policy and grievance procedure 4000.1/5145.44.

Please print or type when completing this form:

Name of complainant: _____
Address: _____
Telephone number: _____
Email address: _____

Is the complainant participating in or attempting to participate in a District education program or activity? (See instructions.)

Yes

No

If you are a parent or guardian filling this form out on behalf of a minor complainant, please provide your contact information below.

Name: _____
Address: _____
Telephone number: _____
Email address: _____

You have the right to be represented by an advisor during the complaint process. The advisor may be, but does not have to be, an attorney. If you will be represented by an attorney or other advisor in presenting your complaint, please identify the person and provide the contact information below. If unknown at this time, you may provide this information at a later time.

Name: _____
Address: _____
Telephone number: _____
Email address: _____

Please list any additional individuals that you intend to bring with you to any meetings or interviews associated with this complaint and provide their contact information below. You may add additional pages or provide this information at a later time.

Name: _____
Address: _____
Telephone number: _____
Email address: _____

Please describe the facts and circumstances of the alleged sexual harassment causing this complaint. *(Give specific, factual details. Attach additional sheets if necessary and indicate below how many additional pages will be attached to ensure complete receipt of your complaint.)*

In a Title IX formal complaint process, the person who is alleged to have committed the sexual harassment is called the "respondent." Please provide the name(s) of the person or people you allege to be the respondent(s) responsible for the alleged sexual harassment. If applicable, please include the person's title or position:

When and where did the alleged sexual harassment occur? Please provide specific dates, times, and locations, if possible.

Please explain how the alleged sexual harassment has impacted you. This could include physical injuries as well as impacts on your ability to access or benefit from the District's education program or activities.

Please provide the names and contact information of anyone who may have witnessed the alleged conduct.

If you have reported these allegations to another person, please state to whom you reported the alleged sexual harassment and provide their contact information (if known).

Title IX does not require complainants to attempt to resolve complaints of sexual harassment informally before filing a formal complaint. Nonetheless, if you have reported these allegations to a District employee, please state when, to whom, and what response you received.

Please list below any evidence that you believe is relevant to your allegations. This could include audio or visual media, physical objects, online materials, text messages, voicemail messages, screen captures, emails, or any other item you are attaching or intend to make available for the purpose of this complaint. If known, please also identify any information in the District's possession that you believe to be relevant to your allegations and would like the District to review (such as emails or security camera footage).

Please provide any other information that would be helpful for the District in reviewing your allegations.

Please describe the outcome or remedy you seek for this complaint.

Please provide below your physical or digital signature.

Complainant name: _____

Signature of complainant:

If complainant is under 18, parent's name:

(Subpart C) prohibiting discrimination on the basis of sex in admissions and recruitment. However, the district does not discriminate on the basis of sex in admissions or transfer requests.

The district has designated and authorized the following employee as the Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, stalking, and gender-based harassment:

Title IX Coordinator: _____

Physical Address: _____

Email Address: _____

Telephone Number: _____

Any individual may report sex discrimination, including sexual harassment, at any time, including during non-business hours, by mail, phone or email.

During district business hours, reports made be made in person.

To view an electronic copy of the District's Title IX policies, please go to:
_____ (Insert website address.)

To obtain a copy of the District's Title IX policies, including the grievance process that complies with 34 C.F.R. §106.45(b) of the 2020 Title IX Regulations, please contact:

Upon receiving an allegation of sex-based harassment, the Title IX Coordinator will promptly respond in accordance with Board policies #4000.1 and #5145.44.

Inquiries about the application of Title IX may be referred to the District's Title IX Coordinator.

Title IX Training Materials

All materials used to train Title IX personnel are available for inspection upon request by contacting:

Suggested bylaw to consider, with an expanded section pertaining to censure.

Bylaws of the Board

Resignation /Removal of a Board Officer/Censure

Resignation

If for reasons of health, change in domicile, or any other compelling reason a member does decide to terminate service, the Board requests as early as possible notification of intent to resign so that the Board may plan appropriately.

When a member of a Board of Education shall cease to be a bona fide resident of the Town membership in the Board shall immediately cease.

State law provides that municipal officers seeking to resign from office must submit a written resignation to the municipal clerk. The resignation takes effect upon the date specified in the resignation or, if no date is specified, upon the date of its submission to the clerk.

Removal of Board Officer

Any Board officer may be removed from office by a two-thirds majority vote of the membership of the entire Board. A vote to remove a Board officer shall only take place at a regular meeting or a special meeting called for that purpose. "Cause" includes, but is not limited to, any conduct that:

1. Specifically relates to and affects the administration of the office in a manner deemed deleterious to Board operations;
2. Negatively and directly affects the rights and interests of the public;
3. Violates Board policies, rules and regulations; or
4. Conduct that interferes with the orderly and efficient operation of the Board.

Procedure for Removal:

Prior to any vote to remove a Board officer for cause:

1. The Board may review the performance and/or conduct of the Board officer in open or executive session (as determined by the Board and the Board officer) prior to taking any formal action;
2. If the Board determines that formal action is necessary, the Board officer shall be provided with reasonable notice of the Board's intent to consider possible removal from office (such notice to be given in writing after being authorized by Board vote at a prior meeting of the Board);

3. Upon the written request of the Board officer within seven (7) days of such action, he/she shall be provided with an opportunity for a hearing before the Board of Education before the Board votes on removal;
4. At any such hearing, the Board officer shall have the right to be represented by counsel at his/her own expense and to present relevant evidence to the Board.

10-220.1 Duties of boards of education

Bylaw adopted by the Board:

rev. 4/21

rev 3/25

Sample Public Censure Statement (#1)

PUBLIC CENSURE OF BOARD MEMBER _____. Motion made by _____; seconded by _____.

WHEREAS, the Board of Education of the _____ School District is committed to the principles of authority, ethics, and responsibility established in Board Policy and its Board Bylaws;

WHEREAS, these principles manifest in the Board of Education's expectation that members will listen to and respect the opinions of others; will recognize that the authority of the Board rests with the Board as a whole taking action at lawfully noticed meetings; will refrain from disparaging other Board members and employees; and will support Board decisions once made;

WHEREAS, the Board of Education values diverse opinions, but expects Board members to conduct themselves in a manner that is consistent with their oath of office and with decorum;

WHEREAS, the Board believes Board Member _____ has been disruptive, uncooperative, disrespectful, and belligerent at School Board meetings by regularly and persistently talking over other Board members without allowing them to speak or finish their statements, raising his voice and becoming combative with other Board members, threatening Board members and the Board as whole, using vulgarity in Board meetings, and accusing or berating Board members without addressing the issues properly under consideration;

WHEREAS, Board Member _____ has been confrontational, threatening, vulgar, and sarcastic when addressing the Superintendent;

WHEREAS, the Board of Education has requested the resignation of Board Member _____ and, as in the past, he has dismissed the concerns which triggered the request as contrived or as a reflection of personal disputes;

WHEREAS, Board Member _____ has, by these actions, violated Board Policy _____, _____ and _____, and Board Bylaw _____ and Bylaw _____-Exhibit;

NOW, THEREFORE, be it resolved that the Board of Education for the _____ School District hereby publicly censures Board Member _____ for conduct unbecoming of a School Board member.

Finally, the Board of Education gives the Superintendent the authority to take the following actions:

1. If, while attending a school meeting, conference, event or extracurricular function, Board Member _____ is disruptive and/or fails to act in accordance with the rules of conduct, Board Member _____ may be designated a trespasser or a disruption to school operations and be removed from school property by law enforcement;
2. Further, should Board Member _____ be disruptive at any school function, Board Member _____ may be banned for a period of time not to exceed one

semester from any and all attendance on school property except for duly-called meetings of the Board of Education (and Committees of the Board).

Sample Public Censure Statement (#1)

The Board of Education hereby gives notice to the public that Board Member _____, acting individually and outside of duly-called and open meeting of the Board of Education, does not have any legal authority or power to act on behalf of the Board of Education and his opinions or statements are not necessarily that of the Board of Education unless specifically acted upon at a duly-called meeting.

APPROVED by majority vote of the Board of Education of the _____ School District.

Board Chairperson **Date**

Board Secretary **Date**

Sample Public Censure Statement (#2)

A RESOLUTION OF THE _____ SCHOOLS BOARD OF EDUCATION TO CENSURE DISTRICT BOARD MEMBER, _____.

WHEREAS, the _____ Board of Education is deeply committed to the effective operation of the _____ Schools District, in order to provide governance and leadership for the District; and

WHEREAS, the _____ Board of Education needs all of its members to contribute to a positive working environment for the Superintendent and for colleagues on the Board; and

WHEREAS, the _____ Board of Education is deeply committed to upholding policies providing for open, honest, and respectful communication, adherence to state law and policies governing the Board’s actions and behaviors, and to acting in a concerted fashion to set an example of positive leadership for the _____ Schools District; and

WHEREAS, the _____ Board of Education is deeply committed to open and positive communication with _____ Schools, District parents and residents; and

WHEREAS, the _____ Board of Education has established and adopted a Code of Ethics for the Board; and

WHEREAS, the _____ Board of Education Chairman, _____ in an email dated, _____, directed Board Member, _____ to protocols regarding his/her actions, further stating that “Any attempt to do otherwise will compel me to recommend to this Board ‘censure’ of your actions at the next available meeting.”; and

WHEREAS, the _____ Schools Board of Education presented evidence at the Regular Board Meeting _____, that Board Member, _____ violated (name portions of the Code of Ethics which were allegedly violated).

NOW, THEREFORE, BE IT RESOLVED: That the _____ Board of Education does hereby censure Board Member, _____ for repeated violations of the adopted Code of Ethics and the negative impact his/her actions have brought upon the District; and

BE IT FURTHER RESOLVED: That the _____ Board of Education does hereby demand that Board Member, _____, abide by the Board’s adopted Code of Ethics; and

BE IT FURTHER RESOLVED: That the _____ Board of Education does hereby demand that Board Member, _____ cease all public actions negatively impacting the Superintendent, staff, teachers, families, and most importantly, children of the _____ School District.

Votes: _____

Against _____

Abstain _____

Absent _____

The Board authorizes its Chairperson to sign below, the _____ day of _____, 20__.

Sample Resolution Disclaiming Statements of a Board Member

I move the adoption of the following Resolution:

WHEREAS _____ Board of Education Board Member _____ has made public statements regarding _____; and

WHEREAS these statements do not reflect the opinion of the _____ Board of Education or its other members; and

WHEREAS the _____ Board of Education has not authorized _____ to speak on behalf of the Board of Education or other members in their individual capacity on these issues or any future issues;

NOW THEREFORE, the Board of Education specifically disclaims the statements made by _____ regarding _____.

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member



DBS CODE: 9325.2

BYLAWS OF THE BOARD

Time, Place, Notification of Meetings

Meeting Conduct, Order of Business

The regular order of business shall include, but not be limited to, all of the following, in the order given:

1. Call to Order
2. Pledge of Allegiance
3. Awards & Recognitions
4. Approval of Minutes
5. Administrative Reports
6. Opportunity to Add/Delete Agenda Item
7. Consent Agenda
8. Old Business
9. New Business
10. Committee reports
11. ~~CIP/CREC/SEF/CABE/State Dept of Ed.??~~
12. Advance Calendar
13. Audience to Citizens/Staff/Student
14. Adjournment

Upon the affirmative vote of two-thirds of the members, any subsequent business not included in the filed agenda may be added under section 5 6 and acted upon at the meeting.

Adopted: March 23, 1981

Revised: February 22 1982

February 24, 1992

November 22, 1999

November 26, 2001

March 25, 2019

November 22, 2021

October 24, 2022

POLICY REVISIONS. 2400.1 Evaluation

In November: Superintendent submits finalized goals for current school year.

By January 30: Board provides a verbal informal progress review with the superintendent.

First Board meeting in May: Board meets in executive session to finalize evaluation format.

Second Board Meeting in May: Board meets in Executive Session. Superintendent will report on his goals for the year. Prior to first meeting in June board members will submit evaluations forms .

First meeting in June: Board meets in executive session to discuss end of the year evaluation based on the goals of the superintendent and the format developed by the Board. Board Chair, Vice Chair and Secretary will compile information to generate end of the year written evaluation.

Prior to Second Meeting in June: The Superintendent submits to the Chair and Vice Chair a proposed compensation package.

Second Board Meeting in June: The Board meets with the Superintendent to review the written evaluation. The Board votes on Superintendent's compensation package and contract .

Negotiations with the superintendent are to be completed by June 30th.