REGIONAL SCHOOL DISTRICT 10
Regular Meeting of the Board of Education
The Learning Center
24 Lyon Road, Burlington, CT 06013
Monday, December 14, 2015
7:00 p.m. - Meeting
AGENDA

I. Call to order

II. Pledge of Allegiance

III. Election of Officers- Superintendent Beitman

IV. Introduction of new Board member: Mr. John Goodno

V. Communications:
   A. Superintendent’s Report
      1. District Update #1 (Enclosure 1)
   B. Student Representatives’ Reports - Jenna Sadecki and Brian Drisdelle

VI. Approval of Board of Education Minutes for: (Enclosure 2)
   A. Transportation Committee Hearing minutes dated Monday, October 5, 2015
   B. Regular Meeting of the Board of Education dated Monday, November 9, 2015

VII. Consent Agenda:
   A. Approval of the Financial Reports dated November 2015 (Enclosure 3)
   B. Appointments:
      Rachel Schleker, Speech and Language Pathologist, Harwinton Consolidated School, effective December 7, 2015
   C. Leaves of Absence: n/a
   D. Resignations: n/a
   E. Retirements: n/a

VIII. Public Participation - The Region 10 Board of Education welcomes public participation.
   - Observers are always welcome

The following guidelines are to assist those who wish to speak during the Public Participation Session:

A speakers’ sign-in list is always available prior to the start of the meeting. Please sign-in if you plan to address the Board of Education.
   - Speakers are welcome to offer objective comments and/or suggestions to help improve school operations and programs.
- Expression of personal complaints should be directed to the appropriate Region 10 administrator via an appointment, telephone call, e-mail, or a letter.
- Personnel matters or concerns regarding a student(s) will not be discussed.
- Questions and or comments about pending litigation will not be discussed at Board of Education meetings.
- When the Board Chairman recognizes you to speak...State your name and address for the record.
- Students please state only your name.

The Board Chair has the discretion to limit comment time. Generally three (3) minutes per speaker is allotted. The Chair may allow additional time.

- Written statements are always welcome and copies are always provided to Board of Education Members.
- Immediate replies to questions and concerns should not be expected, and will be delivered strictly on an as-available basis, at the discretion of the Chair.

IX. Action:
A. Anonymous donation of $8,000 to build a concrete shed for the girl’s softball and boy’s baseball teams with collaboration of facilities committee for design approval and approval of completion (Action Anticipated) A. Beitzman
B. Collective Bargaining Agreement Between The Board of Education for Regional School District No. 10 and The Region 10 Administrators’ Association dated July 1, 2016 through June 30, 2019 (Action Anticipated) P. Omichniiski (Enclosure 4)
C. New Courses: (Action Anticipated) E. Parente and S. Baccaro
   1. He Said/She Said, Literature Elective for Grades 11 & 12
   2. Creativity and Social Change, Language Arts Elective Course for Grade 12
   3. Human Rights, Social Studies Elective Course for Grades 11 & 12
D. New Policy #1125 Communications Regarding Pending Referenda (Second Review – Action Anticipated) A. Beitzman (Enclosure 5)
E. Policy #1313 Smoking and Use of Electronic Nicotine Delivery Systems and Vapor Products Prohibited (Second Review – Action Anticipated) A. Beitzman (Enclosure 6)
F. Policy #3518 Pesticide Policy (Second Review – Action Anticipated) A. Beitzman (Enclosure 7)
G. Policy #5114 Student Discipline – Removal/Suspension/Expulsion (Second Review – Action Anticipated) A. Beitzman (Enclosure 8)
H. Policy #5121 Examination/Grading/Rating (Second Review – Action Anticipated) A. Beitzman (Enclosure 9)
I. Policy #4118.25 Reporting Child Abuse and Neglect (Second Review – Action Anticipated) L. Carabas (Enclosure 10)
J. Policy #5141.21 Administration of Student Medication in the Schools (Second Review – Action Anticipated) L. Carabas (Enclosure 11)
K. Policy #5141.3 Health Assessments and Immunizations (Second Review – Action Anticipated) L. Carabis (Enclosure 12)
L. 2016/2017 Board of Education Meeting Schedule (Second Review – Action Anticipated) A. Beitman (Enclosure 13)
M. Budget Transfers for the Month of November 2015 (Action Anticipated) S. Laone (Enclosure 14)

X. Business:
   A. Policy #5144 Use of Restraint and Seclusion (First Review – No Action Anticipated) L. Carabis (Enclosure 15)

XI. Committee Reports:
   A. Committee Assignments Review: (Enclosure 16) Board Chair

XII. Next Meeting:
   The next regularly scheduled meeting of the Board of Education will be held on Monday, January 11, 2016 at 7:00 pm in The Learning Center.

XIII. Adjourn

<table>
<thead>
<tr>
<th>Items for Future Board of Education Agendas</th>
<th>Anticipated Agenda</th>
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<tbody>
<tr>
<td>Grade 5 Team Update/Review</td>
<td>January 2016</td>
</tr>
<tr>
<td>Superintendent’s Goals Update</td>
<td>February 2016</td>
</tr>
<tr>
<td>Hockey Co-op Review</td>
<td>March 2016</td>
</tr>
<tr>
<td>Lunch Prices/Food Services Review</td>
<td>March 2016</td>
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Both books can be found at our local libraries for anyone interested in more information.

RSD10 Chair
Lewis S. Mills High School

- The faculty is preparing for the NEASC Pre-Self-Study Report due on February 1st. They are presently reviewing the indicators for each of the Standards for Accreditation to identify areas of focus for the 2019 NEASC visit.

- The SAT redesign is driving curricular work not only in the content areas of math and English, but also in science and social studies. Teachers in those content areas have attended workshops to familiarize themselves with the redesigned test. We administered the redesigned PSAT to all juniors and three-quarters of the sophomores in order to help them prepare for the new SAT. We are continuing to prepare for the state test administration for all juniors on March 2nd.

- Staff members are engaged in curriculum writing with the use of the new software, Atlas.

- Creation of a MakerSpace program in The Learning Center

Har-Bur Middle School

- All Language Arts classes (in grades 5-8) have transitioned into the Reading and Writing Workshop model of instruction

- A successful transition to a new teaming model (working in pairs/new schedule) in 5th-grade

- Integration of new math program (BRIDGES) in 5th-grade

- Students provided new opportunities with district STEM focus:
  - Thriving MakerSpace program in the Learning Center (with support of HBMS PTA)
  - Successful first annual STEM Day (students interacting with professionals in related fields — from our community

- Areas for Continued Growth:
  - Continued exploration of Mastery-Based Learning (and it’s impact of grading, instruction, assessment) at the middle-school level
Lake Garda School

- Assistant Principal Search
- Students in all grades are beginning to learn coding
- Before school STEM Club and Makerspace Club are giving students the opportunity for DIY creations
- We are providing ongoing professional development on Reading Workshop (K-4)

Harwinton Consolidated School

HCS and LGS teachers are working together to further develop understanding of standards/mastery-based learning and how student achievement is reported with the goal of developing a new report card.

We are supporting Classroom Teachers with the implementation of Readers Workshop in grades K – 4 and supporting 3rd & 4th grade Classroom Teachers with the implementation of the Bridges math program

STEM –

- Hour of coding – December – grades K – 4
- 4th grade after-school STEM Club
- After-school STEM programs (included as part of after-school care & available with a tuition fee to any student) will be offered through Education Connection (winter/spring 2016)

Board of Education

BOE Goals: To begin in January
- Ice Hockey Update
- READ 10 contract negotiations
- Region 10 Administration contract negotiations
- Superintendent Goals:
  - Mission Statement: To begin in January
  - Region 10 Snap shot: On going
  - Three year Tech Plan: On going
- STEM/STEAM Plan: On going
- BOE Goals: To begin in January

- New Web Page and staff members are transitioning from their wikis to creating new web pages
- Initiate use of Twitter
- Monitor conditions for three (3) field trips

Special Education

- Monitoring excess cost and agency placements

School Safety

- Classroom lock replacement/panic alarms (State Grant)
- 2 Lock Down Drills at all schools
- Fire Drills complete at all schools
- Security maps shared with police/fire/emt

Budget

- Soft freeze/CT deficit
- Monitoring of 2015-16 Estimate of Expenses and State/Federal funds
- 2016-2017 Estimate of Expenses in progress

Personnel

- LGS Principal search completed
- LGS Assistant principal search initiated

Teaching and Learning

- Excellent results from the shift to Reading Workshop in grades k-5 lots of positive feedback from parents at conference time at all levels
- STEM committee moving forward with curriculum work and plans for implementation 16-17, will see in budget presentations
- All schools will be participating in the hour of code with CODE.ORG in December
- Bridges Math implementation in grades 3, 4 & 5 going very well- positive growth being seen and teachers are pleased with results
- Maker Spaces in all schools and Stem Clubs in HCS and LGS
Athletics

- Weight Room Gift: In process
- Baseball and softball gift for storage building: In process
- BOE accepted two crew boats

Facilities

- LED replacement on schedule
- Solar coming on line
- Track replacement for 2016
- A/C for HCS for one classroom/long term plan 2016
- Concrete repairs in the front of LSM for 2016
- Winter closing of fields
- Prepping fields for the winter
- Because of the great weather we have had all fields have been deep tine aerated, top dressed, and over seeded

Technology

- Gift of a 3D printer
- Core Network Switches have been replaced at LGS, HCS & Mills/HB
- New firewall installed to take advantage of increased internet speed from CEN
- All staff have transitioned to Office 365, student transition underway
- New Web filter installed to take advantage of CEN web contract
- Additional laptop carts being installed in all schools
- Waiting for a promised state technology grant. This has been pushed off by the state every month since August.
- BYOD (bring your own device) is requested by Mills Teachers

Food Services

- The Nutrition Services Department continues to provide nutritious meals using non processed and local products whenever available.

- We will receive $35,000 in Department of Defense Grant Funds to purchase fresh fruits and vegetables this school year.

- During the month of June the Nutrition Services Department will be receiving an Administrative Review by the State Department of Education, Office of Child Nutrition. Every school district in the state is reviewed every three years. The
review will include a nutritional analysis of the meals served, review of the Free and Reduced Meals Program and a review of the financial management of the program. As part of the review it is necessary to create a charging policy. Also, due to the Lunch Price Equity Regulation, Region #10 will be required to increase lunch prices for next school year. At present, we are running with a small profit. With expected increases in food costs labor and benefit costs and supplies and equipment costs it is recommended that we raise lunch prices. Developing a “formal” charging policy for student lunches.
UNOFFICIAL MINUTES

Present:
Joseph Arcuri, Presiding Board Member
Brooke Joiner
Paul Omichinski

Also Present:
William Connon; Pullman and Comley, LLC; Attorney for the Board
Susan Laone, Director of Facilities and Operations
Parents of the Student

I. Call to order
Joseph Arcuri called the meeting to order at 6:05 p.m.

II. Executive Session:
A motion was made by Paul Omichinski to move into executive session at 6:06 p.m.

The following people were invited into executive session:
William Connon, Attorney for the Board
Susan Laone, Director of Facilities and Operations
The Parents of the Student

(A recess was taken at 6:47 p.m. and the hearing resumed at 6:59 p.m.)

III. Adjourn:
A motion was made by Paul Omichinski to adjourn the hearing at 7:00 p.m.; all in favor; none opposed; motion carried unanimously.

Respectfully submitted,

Thomas Fausel, Secretary

Date
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RSD10 Chair
REGIONAL SCHOOL DISTRICT #10
Regular Meeting of the Board of Education
The Lewis S. Mills Auditorium
26 LYON ROAD, BURLINGTON, CT 06013
Monday, November 9, 2015
7:00 p.m.

UNOFFICIAL MINUTES

Board Members Present:
Phillip Penn, Vice Chairman & Presiding Board Member
Paul Omichinski
Thomas Fausel
John Vecchitto
Eleanor (Ellie) Parente
Susan Baccaro
Corey Rewenko
Brooke Joiner
Bruce Guillemette

Absent:
Joseph Arcuri, Board Chairman

Also Present:
Alan Beitman, Superintendent
Susan Laone, Director of Finance and Operations
Cheri Burke, Director of Student Learning
Jenna Sadecki, Student Representative
Brian Drisdelle, Student Representative
Patricia George, Recording Secretary

I. Call to Order:
   Vice Chairman Phillip Penn called to order the regular meeting of the Board
   of Education at 7:02 p.m.

II. Mr. Penn led the pledge of allegiance.

III. Special Recognition
   Retiring faculty member Patricia McGlynn was recognized for her years of
   service to the Region 10 Public Schools, its staff, parents, and students. She
   will be officially retiring at the end of December.
IV. Communications:
   A. Invited Guests: Elected Officials
      Elected officials from both Harwinton and Burlington were invited to the
      Board meeting to provide an update regarding the welfare of their
      respective towns as it feeds into the budget process of the Region 10
      school district for the ensuing year. Mr. Ted Shafer, Mr. Gerald Mullen
      and Mr. Michael Criss were all on hand and provided commentaries.

   B. Superintendent's Report
      Superintendent Beitman offered a brief report on the status of the school
      year and extended an invitation to the Board members to attend the
      annual Veteran's Day assembly, which was to take place the following
      afternoon, Tuesday, November 10th in the Lewis S. Mills Auditorium.

   C. Student Representatives' Reports
      Jenna Sadecki and Brian Drisdelle

      Senior representative Jenna Sadecki and junior representative Brian
      Drisdelle presented their reports on current school events including an
      update on athletic standings, Spirit week, and fundraising efforts.

V. Approval of the Board of Education Minutes:
   A. Regular meeting of the Board of Education dated Monday, October 5, 2015
   B. Technology committee meeting dated Tuesday, October 13, 2015
   C. Transportation committee meeting dated Wednesday, October 14, 2015

      A motion was made by Paul Omichinski and seconded by Bruce Guillemette
      to accept/approve the minutes as presented; all in favor; none opposed;
      motion carried unanimously.

VI. Consent Agenda:

   A. Approval of the Financial Reports dated October 2015:
      A motion was made by Paul Omichinski and seconded by Susan
      Baccaro to accept/approve the financial reports as presented; all in
      favor; none opposed; motion carried unanimously.

   B. Appointments:
      1. Lake Garda School Principal
         Superintendent Beitman was pleased to recommend the interview
         committee's candidate for principal of Lake Garda School, Ms.
         Stefanie Carbone.

         A motion was made by Eleanor Parente and seconded by Bruce
         Guillemette to accept/approve the appointment of Ms. Stefanie
         Carbone; all in favor; none opposed; motion carried unanimously.
C. Leaves of Absence: n/a

D. Resignations: n/a

E. Retirements: n/a

VII. Public Participation: n/a

VIII. Actions:
A. Budget transfers for October 2015
   A motion was made by Eleanor Parente and seconded by John Vecchitto to accept/approve the transfers as presented; all in favor; none opposed; motion carried unanimously.

IX. Business:
A. Update from STEM Committee – Cheri Burke, Director of Student Learning

   Ms. Burke provided the Board with an update of the STEM committee’s recent efforts with a more formal presentation and proposal expected relatively quickly as the budget season is soon approaching. The committee is currently working to identify what STEM will be and what STEM currently is in Region 10. The consensus of the committee members revealed that it should be a program that provides multiple entry points for students and an open ended, problem based, exploratory learning approach.

B. Policy 1125

C. Policy 1313

D. Policy 3518

E. Policy 5114

F. Policy 5121

G. Policy 4118.25

H. Policy 5141.21

I. Administrative Regulation 5141.21A (how the policy is to be implemented)

J. Policy 5141.3

K. 2016/2017 Board of Education Meeting Schedule
The above policies and meeting schedule are slated for a vote to accept/approve at the Board of Education’s December meeting. Board members were asked to review the materials as a first read.

X. Board Committee Reports:

With the outcome of last Tuesday’s election, Board member Joseph Arcuri will no longer sit on the negotiations committee. Board member Thomas Fausel has replaced Mr. Arcuri in that capacity.

Mr. Penn apprised Board members that officer elections will occur at the December meeting and committees will be reconstituted at that time, as well.

XI. Upcoming Meetings
The next regularly scheduled meeting of the Board will be held on Monday, December 14, 2015 at 7:00 p.m. in the Har-Bur Middle School Learning Center

XII. Adjourn:
A motion was made by Paul Omichinski and seconded by Bruce Guillemette to adjourn the regular meeting of the Board of Education at 7:53 p.m.; all in favor; none opposed; motion carried unanimously.

Respectfully submitted,

__________________________________________  __________________________
Thomas Fausel, Secretary                      Date

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RSD10 Chair
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<tr>
<th>ITEM</th>
<th>2015-2016 BUDGET</th>
<th>RECEIVED Y.T.D</th>
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<th>REMAINING BALANCE</th>
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<td><strong>TOTAL BONDING REVENUE</strong></td>
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<td><strong>REGION 10 TOTAL</strong></td>
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$12,727,809      5,440,974.80       $24,619,048      $10,465,640
## Regional School District #10
### Expenditure Report by Object
#### November 30, 2015

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<thead>
<tr>
<th>Account Description</th>
<th>Budget 2015-16</th>
<th>Expended To Date</th>
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<td>111 Certified Personnel</td>
<td>$18,020,340</td>
<td>$5,483,572</td>
<td>$12,260,289</td>
<td>$17,743,841</td>
<td>98.47%</td>
<td>$276,499</td>
</tr>
<tr>
<td>112 Non-Cert. Personnel</td>
<td>$4,536,803</td>
<td>$1,680,095</td>
<td>$1,631,677</td>
<td>$3,311,771</td>
<td>73.00%</td>
<td>$1,225,032</td>
</tr>
<tr>
<td>120 Temporary Wages</td>
<td>$250,000</td>
<td>$104,243</td>
<td>-</td>
<td>$104,243</td>
<td>41.74%</td>
<td>$145,757</td>
</tr>
<tr>
<td><strong>Total Personnel:</strong></td>
<td><strong>$22,822,143</strong></td>
<td><strong>$7,267,810</strong></td>
<td><strong>$13,991,946</strong></td>
<td><strong>$21,159,955</strong></td>
<td><strong>92.59%</strong></td>
<td><strong>$1,692,388</strong></td>
</tr>
<tr>
<td>210 Group Disability Insurance</td>
<td>$31,700</td>
<td>$10,296</td>
<td>-</td>
<td>$10,296</td>
<td>32.48%</td>
<td>$21,404</td>
</tr>
<tr>
<td>220 Social Security</td>
<td>$80,000</td>
<td>$228,366</td>
<td>535</td>
<td>$228,901</td>
<td>33.06%</td>
<td>$451,099</td>
</tr>
<tr>
<td>230 Retirement Contributions</td>
<td>$340,000</td>
<td>$45,364</td>
<td>85,794</td>
<td>$131,159</td>
<td>38.58%</td>
<td>$206,841</td>
</tr>
<tr>
<td>240 Tuition Reimbursement</td>
<td>$10,000</td>
<td>$365</td>
<td>47%</td>
<td>$840</td>
<td>8.40%</td>
<td>$9,160</td>
</tr>
<tr>
<td>250 Unemployment Comp.</td>
<td>$145,000</td>
<td>$10,462</td>
<td>1,800</td>
<td>$12,262</td>
<td>8.46%</td>
<td>$132,738</td>
</tr>
<tr>
<td>260 Workers Compensation</td>
<td>$280,000</td>
<td>$172,389</td>
<td>99,133</td>
<td>$271,522</td>
<td>96.97%</td>
<td>$8,478</td>
</tr>
<tr>
<td>270 Health/Life Benefits</td>
<td>$4,275,000</td>
<td>$2,164,089</td>
<td>10,537</td>
<td>$2,174,626</td>
<td>50.87%</td>
<td>$2,100,374</td>
</tr>
<tr>
<td><strong>Total Benefits:</strong></td>
<td><strong>$5,761,700</strong></td>
<td><strong>$2,631,330</strong></td>
<td><strong>$198,275</strong></td>
<td><strong>$2,829,605</strong></td>
<td><strong>49.11%</strong></td>
<td><strong>$2,932,095</strong></td>
</tr>
<tr>
<td>310 Admin. Services</td>
<td>$65,000</td>
<td>$27,563</td>
<td>3,991</td>
<td>$31,555</td>
<td>48.55%</td>
<td>$33,445</td>
</tr>
<tr>
<td>320 Prof. Education Services</td>
<td>$26,000</td>
<td>$4,540</td>
<td>265</td>
<td>$4,805</td>
<td>18.48%</td>
<td>$21,195</td>
</tr>
<tr>
<td>321 Instructional Improvement</td>
<td>$22,824</td>
<td>$20,681</td>
<td>149</td>
<td>$20,830</td>
<td>91.26%</td>
<td>$1,994</td>
</tr>
<tr>
<td>330 Other Professional Services</td>
<td>$397,497</td>
<td>$153,649</td>
<td>138,391</td>
<td>$302,040</td>
<td>75.59%</td>
<td>$95,457</td>
</tr>
<tr>
<td>340 Technical Services</td>
<td>$6,667</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>$6,667</td>
</tr>
<tr>
<td><strong>Total Purchased Services:</strong></td>
<td><strong>$517,988</strong></td>
<td><strong>$216,434</strong></td>
<td><strong>$142,796</strong></td>
<td><strong>$359,230</strong></td>
<td><strong>69.35%</strong></td>
<td><strong>$156,758</strong></td>
</tr>
<tr>
<td>410 Utility Services</td>
<td>$487,483</td>
<td>$177,957</td>
<td>-</td>
<td>$177,957</td>
<td>36.51%</td>
<td>$309,526</td>
</tr>
<tr>
<td>411 Septic/Water Systems</td>
<td>$36,100</td>
<td>$15,797</td>
<td>18,316</td>
<td>$34,296</td>
<td>95.00%</td>
<td>$1,804</td>
</tr>
<tr>
<td>412 LGS Sewer Annual Fee</td>
<td>$24,800</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>$24,800</td>
</tr>
<tr>
<td>421 Disposal Services</td>
<td>$46,600</td>
<td>$18,558</td>
<td>-</td>
<td>$18,558</td>
<td>39.82%</td>
<td>$28,042</td>
</tr>
<tr>
<td>422 Snowplowing Services</td>
<td>$68,100</td>
<td>$17,024</td>
<td>-</td>
<td>$17,024</td>
<td>25.00%</td>
<td>$51,076</td>
</tr>
<tr>
<td>424 Grounds Upkeep</td>
<td>$36,240</td>
<td>$21,962</td>
<td>5,185</td>
<td>$27,147</td>
<td>74.91%</td>
<td>$9,033</td>
</tr>
<tr>
<td>425 Security</td>
<td>$45,630</td>
<td>$11,066</td>
<td>-</td>
<td>$11,066</td>
<td>24.25%</td>
<td>$34,564</td>
</tr>
<tr>
<td>430 Repairs/Maintenance Serv.</td>
<td>$430,296</td>
<td>$209,733</td>
<td>95,382</td>
<td>$305,115</td>
<td>70.31%</td>
<td>$125,181</td>
</tr>
<tr>
<td>440 Facility Rentals</td>
<td>$14,700</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>$14,700</td>
</tr>
<tr>
<td>490 Pest Control</td>
<td>$2,800</td>
<td>$715</td>
<td>2,035</td>
<td>$2,750</td>
<td>98.21%</td>
<td>$50</td>
</tr>
<tr>
<td><strong>Total Facilities:</strong></td>
<td><strong>$1,192,749</strong></td>
<td><strong>$472,994</strong></td>
<td><strong>$120,919</strong></td>
<td><strong>$593,913</strong></td>
<td><strong>49.79%</strong></td>
<td><strong>$596,836</strong></td>
</tr>
<tr>
<td>519 Transport/Reimbursable</td>
<td>$2,342,000</td>
<td>$1,006,027</td>
<td>$368,525</td>
<td>$1,374,552</td>
<td>58.69%</td>
<td>$967,448</td>
</tr>
<tr>
<td>520 Insurance</td>
<td>$184,027</td>
<td>$199,803</td>
<td>74,478</td>
<td>$184,281</td>
<td>100.14%</td>
<td>(254)</td>
</tr>
<tr>
<td>530 Communication/Telephone</td>
<td>$54,800</td>
<td>$27,826</td>
<td>1,125</td>
<td>$28,951</td>
<td>52.83%</td>
<td>$25,849</td>
</tr>
<tr>
<td>531 Postage</td>
<td>$31,700</td>
<td>$13,192</td>
<td>-</td>
<td>$13,192</td>
<td>41.67%</td>
<td>$18,508</td>
</tr>
<tr>
<td>540 Advertising</td>
<td>$2,500</td>
<td>$622</td>
<td>-</td>
<td>$622</td>
<td>24.87%</td>
<td>$1,878</td>
</tr>
<tr>
<td>550 Printing &amp; Binding</td>
<td>$10,830</td>
<td>$768</td>
<td>217</td>
<td>$985</td>
<td>9.09%</td>
<td>$9,845</td>
</tr>
<tr>
<td>561 Tuition to LEAs</td>
<td>$348,537</td>
<td>$126,676</td>
<td>19,850</td>
<td>$149,526</td>
<td>42.90%</td>
<td>$199,011</td>
</tr>
</tbody>
</table>
## Regional School District #10
### Expenditure Report by Object
#### November 30, 2015

<table>
<thead>
<tr>
<th>Account</th>
<th>Budget 2015-16</th>
<th>Expended To Date</th>
<th>Encumbered To Date</th>
<th>Total Exp &amp; Enc To Date</th>
<th>% Expended and/or Encumb.</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>563 Tuition to Private Sources</td>
<td>422,697</td>
<td>616,926</td>
<td>613,115</td>
<td>1,230,039</td>
<td>291.00%</td>
<td>(807,342)</td>
</tr>
<tr>
<td>580 Prof Develop/Reimb Travel</td>
<td>69,880</td>
<td>28,971</td>
<td>3,490</td>
<td>30,461</td>
<td>43.55%</td>
<td>39,419</td>
</tr>
<tr>
<td>590 Misc. Purchased Services</td>
<td>190,667</td>
<td>42,222</td>
<td>78,846</td>
<td>128,068</td>
<td>67.15%</td>
<td>62,599</td>
</tr>
<tr>
<td>591 Student Activities</td>
<td>19,311</td>
<td>9,270</td>
<td>5,175</td>
<td>14,245</td>
<td>73.77%</td>
<td>5,066</td>
</tr>
<tr>
<td><strong>Total Transport. &amp; Other</strong></td>
<td><strong>3,675,889</strong></td>
<td><strong>1,990,102</strong></td>
<td><strong>1,164,820</strong></td>
<td><strong>3,154,922</strong></td>
<td><strong>85.80%</strong></td>
<td><strong>521,967</strong></td>
</tr>
<tr>
<td>610 Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>611 Library/Audio Supplies</td>
<td>517,510</td>
<td>243,308</td>
<td>36,208</td>
<td>280,117</td>
<td>54.13%</td>
<td>237,393</td>
</tr>
<tr>
<td>621 Natural Gas</td>
<td>160,628</td>
<td>126,166</td>
<td>92</td>
<td>126,248</td>
<td>78.6%</td>
<td>34,380</td>
</tr>
<tr>
<td>623 Propane</td>
<td>12,000</td>
<td>6,671</td>
<td>6,671</td>
<td>13,34%</td>
<td>6,671</td>
<td>11,271</td>
</tr>
<tr>
<td>624 Fuel Oil</td>
<td>12,000</td>
<td>729</td>
<td>-</td>
<td>729</td>
<td>6.08%</td>
<td>11,271</td>
</tr>
<tr>
<td>626 Gasoline</td>
<td>424,562</td>
<td>288,399</td>
<td>288,399</td>
<td>76.86%</td>
<td>136,563</td>
<td>87,878</td>
</tr>
<tr>
<td>640 Textbooks</td>
<td>6,000</td>
<td>2,122</td>
<td>2,122</td>
<td>35.37%</td>
<td>3,878</td>
<td>3,878</td>
</tr>
<tr>
<td>641 Library Books</td>
<td>49,068</td>
<td>49,068</td>
<td>7,027</td>
<td>56,351</td>
<td>61.88%</td>
<td>34,717</td>
</tr>
<tr>
<td>642 Periodicals</td>
<td>23,798</td>
<td>8,979</td>
<td>1,823</td>
<td>10,002</td>
<td>45.39%</td>
<td>12,996</td>
</tr>
<tr>
<td><strong>Total Supplies:</strong></td>
<td><strong>1,297,115</strong></td>
<td><strong>732,588</strong></td>
<td><strong>45,140</strong></td>
<td><strong>777,728</strong></td>
<td><strong>59.96%</strong></td>
<td><strong>519,388</strong></td>
</tr>
<tr>
<td>741 Replace Inst. Equipment</td>
<td>7,593</td>
<td>5,282</td>
<td>1,617</td>
<td>6,929</td>
<td>0.00%</td>
<td>664</td>
</tr>
<tr>
<td>742 Replace Non-inst. Equip.</td>
<td>303,365</td>
<td>22,356</td>
<td>2,394</td>
<td>24,750</td>
<td>8.16%</td>
<td>278,616</td>
</tr>
<tr>
<td>743 New Inst. Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>744 New Non-inst. Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Equipment:</strong></td>
<td><strong>310,979</strong></td>
<td><strong>27,638</strong></td>
<td><strong>4,041</strong></td>
<td><strong>31,679</strong></td>
<td><strong>10.19%</strong></td>
<td><strong>279,300</strong></td>
</tr>
<tr>
<td>810 Dues &amp; Fees</td>
<td>35,145</td>
<td>19,576</td>
<td>273</td>
<td>19,949</td>
<td>56.76%</td>
<td>15,196</td>
</tr>
<tr>
<td>830 Interest Bond Expense</td>
<td>498,732</td>
<td>209,575</td>
<td>-</td>
<td>209,575</td>
<td>42.02%</td>
<td>289,157</td>
</tr>
<tr>
<td>831 Principal Bond Expense</td>
<td>1,530,000</td>
<td>1,530,000</td>
<td>-</td>
<td>1,530,000</td>
<td>100.00%</td>
<td>-</td>
</tr>
<tr>
<td>835 Capital Improvements</td>
<td>217,065</td>
<td>175,332</td>
<td>27,401</td>
<td>202,733</td>
<td>93.40%</td>
<td>14,332</td>
</tr>
<tr>
<td>840 Emergency/Contingency</td>
<td>100,000</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Bond &amp; Misc.</strong></td>
<td><strong>2,380,942</strong></td>
<td><strong>1,934,583</strong></td>
<td><strong>27,674</strong></td>
<td><strong>1,962,257</strong></td>
<td><strong>82.42%</strong></td>
<td><strong>418,685</strong></td>
</tr>
<tr>
<td><strong>GRAND TOTALS:</strong></td>
<td><strong>37,990,506</strong></td>
<td><strong>15,273,379</strong></td>
<td><strong>15,595,610</strong></td>
<td><strong>30,869,189</strong></td>
<td><strong>81.26%</strong></td>
<td><strong>7,121,317</strong></td>
</tr>
</tbody>
</table>
COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE BOARD OF EDUCATION FOR REGIONAL SCHOOL DISTRICT NO. 10
AND
THE REGION 10 ADMINISTRATORS’ ASSOCIATION

July 1, 2016 – June 30, 2019
ARTICLE 1 - RECOGNITION

The Regional School District No. 10 Board of Education recognizes the Regional School District 10 Administrators’ Association as the exclusive bargaining representative for the group of certified professional employees not excluded from the purview of sections 10-153a to 10-153n, inclusive, employed by the Board of Education in positions requiring an Intermediate Administrator or Supervisor certificate or the equivalent thereof, and whose administrative or supervisory duties shall equal at least fifty percent of the assigned time of such employee, excluding the Assistant Superintendent for Curriculum and Instruction.

ARTICLE 2 - SEVERABILITY

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE 3 - AMENDMENT

The Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

ARTICLE 4 - WORKING CONDITIONS

A. Work Year

If, during the term of this Contract, the Board intends to make a unilateral change in hours of employment such that the Administrators’ Association would be lawfully entitled to demand impact negotiations, the Board shall negotiate with the Administrators’ Association concerning the impact of such change. The current work year for full time, full year members of the Association is two hundred and twenty (220) days. If, after having worked two hundred and twenty (220) days, any administrator is required to work beyond two hundred and twenty (220) days, the administrator will be paid his/her per diem for each such day.

B. Professional Improvement

Certified professional personnel covered by this agreement, will be granted reimbursement for advanced study, including professional activities such as institutes, seminars, graduate courses, and conferences, up to $2,000.00 per year per administrator provided that prior approval has been granted by the Superintendent of Schools. A certificate of satisfactory (B or higher) completion for course work or approval of activities will be required to receive reimbursements.
C. Travel Reimbursement

Administrators who use their own cars with prior approval on official school business will be reimbursed at the I.R.S. rate.

**ARTICLE 5 - LEAVES**

A. Sick Leave

a. Administrators will be granted 18 days sick time per year cumulative to a maximum of the equivalent of 220 full work days.

b. The Superintendent or his or her designee may, at his or her sole discretion, extend sick leave. Any decision of the Superintendent or his or her designee regarding extension of sick leave shall be final, and shall not be subject to the grievance procedure.

B. Personal Leave

1. Each employee shall be permitted three (3) personal leave days per year, without deduction from sick leave accumulation, for which documentation or verification may be required, for any of the following circumstances in which absence from service is necessary and unavoidable:

   a. Leave for death of a friend or a non-listed relative.

   b. Attendance in court under subpoena or summons or participation in a legal proceeding which cannot be scheduled outside of school hours.

   c. Personal business which requires the attendance of the administrator and which cannot be scheduled outside of school hours subject to approval of the Superintendent of Schools and not to be unreasonably withheld. Such leave may not be taken on the day before or day after a school holiday or vacation.

   d. To address the needs of serious illness of the administrator’s immediate family. The “immediate family” includes the spouse of the administrator and the parents, child, brother, sister, grandparent or grandchild of the administrator or of his/her spouse. Any relative of the administrator or of his/her spouse who is domiciled in the administrator’s household would also qualify as an immediate family member for this purpose. This leave shall be available regardless of whether or not the family or household member’s health condition qualifies as a serious health condition pursuant to the Family and Medical Leave Act.

   e. Other emergency situations where absence from service is necessary and unavoidable.

2. In addition to the aforementioned three (3) personal leave days, an administrator will be granted leave for death in the family based on the following: five (5) additional
days for death of a spouse or child; four (4) days for parent; two (2) days for brother, sister, father-in-law, mother-in-law, grandparents; and one (1) day for sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, member of immediate household.

3. Extended Maternity & Family Related Leaves

a. Administrators applying for extended maternity and family-related leave shall notify the Superintendent in writing on or before April 1 if she/he wishes to return to administrative duties at the beginning of the next school year commencing July 1.

b. If any administrator requests childrearing leave after April 1 and requests leave only for the remainder of that fiscal year, he or she must make request to return to active employment at the same time that leave request is submitted.

C. Vacation

Administrators may take up to three (3) non-work days when school is in session with the prior approval of the Superintendent. Such requests will only be approved with adequate coverage of building and duties in place. Administrators may schedule non-work days on any day when school is not in session.

ARTICLE 6 - COMPENSATION

A. Salary Placement

Newly appointed administrators shall be placed on step at the discretion of the Superintendent, giving consideration to such factors as education and experience

B. Determination of Salary

The Board of Education, upon recommendation of the Superintendent, may withhold all or a portion of an administrator’s annual salary increase, when performance is determined to be unsatisfactory.


ARTICLE 7 - STIPENDS

A. Doctorate Stipend

Administrators who hold a doctorate will receive an additional $1500.00 over base salary per year beginning in the year following receipt of the degree. The doctorate is defined as an earned Professional Diploma (Ph.D., Ed.D., Psy. D. or J.D.) received from an accredited university at the completion of a doctoral program.
B. **Longevity Stipend**

Administrators hired prior to July 1, 2013 who have served in Region 10 for 10 years and have a total of twenty-five years administrative/teaching experience will receive an additional $1000.00 over base salary per year.

C. **Longevity Retirement Notification**

An administrator hired prior to July 1, 2013 who has completed a minimum of 10 years of administrative experience in Region #10 and who notifies the Superintendent by June 30 of the year before retirement of his/her intent to retire during the following year, he/she will receive a one-time payment of $5,000 to be distributed in 26 equal payments in the last year of employment.

D. **Annuity**

Administrators hired prior to July 1, 2013, including part-time administrators, shall receive an elective tax sheltered annuity (prorated for part-time) each year, which corresponds to the step of the salary schedule, at which the administrator is paid each year, as set forth in Appendix A.

Administrators hired before July 1, 2013 will be eligible for the annuity step that corresponds to their salary schedule step. All administrators hired after June 30, 2013 shall receive a flat $3,000 annuity regardless of step, prorated for part-time employees.

**ARTICLE 8 - BENEFITS**

1. **MEDICAL INSURANCE**

A. The District will provide insurance benefits to administrators and their eligible dependents on a Board-Administrator premium share basis.

   1) In order to participate in coverage, an administrator shall execute a payroll deduction form and a plan choice from the options in B.1, B.2 or B.3 below. The OAP plan will be offered only to administrators who are not eligible to participate in the HDHP plan offered under Section B.2.

   2) The Business Office shall provide an open enrollment period for adjustment annually between May 15 and June 30. This open enrollment period will meet IRS requirements.

   3) Information on the specific terms and conditions for either of the plans listed below can be found in the certificates offered by the carrier.

B. Administrators may choose from the following:

1. **CONNECTICARE Open Access Plan (“OAP”):**
a) Administrators selecting this plan must be ineligible for the HDHP Plan, and shall pay the difference between the Board's share of the HDHP Plan premium and the cost of the OAP Plan.

b) The prescription drug rider shall have a $5 generic/$10 listed/$20 unlisted copayment for up to a 30-day supply of prescription drugs, with a $1000 maximum before rolling into the major medical provisions of the policy. A mail order option shall be available in which a 90-day supply of prescription drugs shall be available for two co-payments. The inpatient copayment shall be $250; the outpatient copayment shall be $200; the home/office copayment shall be $20.

2. CONNECTICARE HSA High Deductible Health Insurance Plan, the Base Plan:

Administrators under this plan shall pay thirteen percent (13%) of the Board’s actual premium cost of the plan in 2016-17, fourteen percent (14%) in 2017-18, and fifteen percent (15%) in 2018-19.

a) The plan shall have an annual deductible of $2,500/individual and $5,000/two-person or family.

b) Administrators selecting this plan shall pay, in addition to the premium cost share set forth above, the full cost of covered procedures, visits, prescriptions and/or items until the applicable deductibles have been met. Certain preventative care visits are excluded from deductible requirements.

c) The Board shall provide twenty-five percent (25%) of the applicable deductible (single or two-person/family).

3. Health Reimbursement Arrangement (“HRA”):

The Region 10 Board of Education will establish a Health Reimbursement Arrangement (“HRA”) for any employee, ineligible for the HSA, who does not want to buy up to the OAP. The employer’s obligation under the HRA will be equivalent to its obligation to fund the HSA (e.g., single at 25% is $625; two-person/family at 25% is $1,250).

C. All plans contain cost containment requirements. Administrators who fail to follow the cost containment procedures will be subject to out-of-pocket expenses.

D. Any administrator who at the beginning of the school year, elects in writing not to participate in health insurance plans provided by the Board of Education shall receive, in lieu thereof, $250 if the insurance was single coverage, $500 if the insurance was for a couple, and $1,000 if the insurance was for a family. Payments to be made in December and June of each school year. It is understood that this benefit can only be implemented to the extent permitted by the cost to the Board.
2. **DENTAL**

   a. A full service dental plan plus Rider A (additional Basic Benefits) is provided for administrators and their families under both plans. The Premium cost share for the dental plan shall be the same as the premium cost share for the health care plan selected by the administrator.

   b. The District will provide a copy of the policy outlining specific terms and conditions upon entry into the program.

3. **LIFE INSURANCE**

   a. Term Life Insurance and Accidental Death and Dismemberment is provided in the amount of two times the individual administrator’s annual base salary, rounded off to the nearest thousand dollars.

4. **LONG TERM DISABILITY BENEFITS**

   a. Provided for administrators is a long-term disability plan. The plan includes:

      1) Monthly disability income equal to the lower of 66 2/3% of pre-disability earnings (administrator’s basic monthly earnings less income from other sources), or $6,600, as permitted by the insurance carrier’s policy;

      2) Coverage to begin after the later of six months disability or the day of exhaustion of sick leave.

   b. Specific terms and conditions may be found in policy issued by carrier.

5. **CHANGE OF CARRIER**

   1. The Board of Education reserves the right to change any insurance carrier at any time so long as it gives prior notice to the Association and so long as the insurance coverage under the substituted insurance carrier’s policy is substantially equivalent to or better than the coverage under the policy then in effect. The substantially equivalent to or better than standard shall be applied on program-wide analysis, including network, and shall not be benefit specific. Once the Association is notified that the Board intends to change insurance carriers, the Association has fifteen (15) days to examine the new insurance carrier’s policy.

   a. If the Association feels that the coverage under the new policy is not essentially equivalent to the policy in effect, it must object to the change, in writing, during that fifteen (15) days.

   b. If the parties are unable to informally resolve the matter within the following thirty (30) days, an arbitrator with expertise in the field of insurance shall be mutually selected forthwith or, if the parties cannot agree, shall be selected forthwith by the American Arbitration Association.
1) The arbitrator will be asked to decide the following question: Is the insurance coverage under the substitute insurance carrier’s policy essentially equivalent to the insurance coverage under the policy currently in effect?

2) The arbitrator must render his decision within thirty (30) days. All references herein to days shall mean calendar days.

3) The arbitrator will accept revisions to the initial draft of the substitute insurance carrier’s policy up to and including the final day of any hearing held to compare the incumbent insurance carrier’s policy with the substituted insurance carrier’s policy.

c. In the situation where a complaint has been lodged by the Association, the Board will not change to the new insurance carrier until an agreement has been reached or until an arbitrator has decided that the insurance coverage under the substitute insurance carrier’s policy is essentially equivalent to the insurance coverage under the policy currently in effect.

ARTICLE 9 - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement.

2. Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss informally a concern or a problem with any appropriate member of the administration.

B. Definitions

1. A “grievance” shall be defined as a complaint by an administrator that there has been a violation, a misinterpretation or misapplication of a specific provision or provisions of this Agreement, or of any failure to follow established procedures of the evaluation program, except any matter which, by law is specifically prohibited from being administered under the grievance procedure. Grievances regarding failure to follow established procedures of the evaluation program shall proceed to arbitration on an advisory basis only.

2. A “grievant” shall mean any administrator or group of administrators directly affected by an alleged violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement who then filed a grievance.

3. The term “days” shall be defined as work days, excluding the months of July and August,
C. Procedure

Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the Superintendent of Schools and the grievant provided such agreement is in writing and is signed.

1. Level I – Informal Procedure

Prior to filing a complaint, the grievant may discuss the situation with the Superintendent of Schools in an attempt to informally resolve the situation.

In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level I, or in the event that no decision has been rendered within five (5) school days after the expiration of any extension of time, the written grievance may be filed with the Association within five (5) school days thereafter. The decision of whether to process the grievance any further is that of the Association only.

2. Level II – Superintendent of Schools

Within ten (10) days after receiving the written grievance, the Superintendent or his/her designee shall meet with the Association and grievant in an effort to resolve the grievance. Within ten (10) days after such meeting, the Superintendent shall render his decision in writing. If for any reason the Superintendent does not render his decision in writing within ten (10) days after the meeting, or if the decision is rendered and the Association wishes to appeal, the Association may appeal to Level III.

3. Level III – Board of Education

a) In the event that the Association is not satisfied with the disposition of the grievance at Level II or in the event no decision has been rendered within ten (10) days after meeting with the Superintendent, the Association shall file the grievance in writing with the Board of Education.

b) The Board, at its next regularly scheduled meeting or within seven (7) days after the receipt of the grievance, whichever is later, shall meet with the Association and the grievant for the purpose of resolving the grievance.

4. Level IV – Binding Arbitration

a) If the Association is not satisfied with the disposition of the grievance at Level III, they may, within five (5) days after the decision, request in writing to the Board of Education that the grievance be submitted to arbitration.
b) If the Association decides to submit the grievance to arbitration, it shall notify the Board in writing.

Within ten (10) days of notification, the Board and the Association shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time period specified, a request for a list of arbitrators shall be made to the American Arbitration Association by both parties and they shall be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.

c) The Arbitrator so selected shall confer promptly with representatives of the Board and the Association, shall hold hearings with the aggrieved person and such other parties in interest as he shall deem requisite and, unless extended by mutual agreement, shall issue his decision after the date of the closing of the hearings. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

d) The parties recognize that the Board is legally charged with the responsibility of operating the school system. The sole responsibility of the Arbitrator shall be to determine whether the terms of this Agreement have been misapplied or misinterpreted, and to determine what if any remedy is to be imposed, and the Arbitrator shall have no power or authority to make any decision which violates, modifies, or amends any then-established terms of this Agreement.

e) The decision of the Arbitrator shall be rendered to the Board and to the Association and shall be binding upon both parties unless the same is contrary to law.

f) The costs for the services of the Arbitrator including per diem expenses if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

g) Arbitration of grievances regarding procedural violations of the evaluation process shall be advisory only.

D. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

2. Any grievance not processed within the time limits set for each level of the grievance procedure in this article shall be deemed to have been waived.

3. No reprisals of any kind shall be taken by the Board or by any member of the administration or by the association of members of the unit against anyone by reason of participation in the grievance procedure or support of any participant hereto.
4. At all levels of the grievance procedure, the aggrieved party shall have the right to Region #10 Administrators Association representation.

5. Any grievance must be brought in writing to the Superintendent within twenty (20) days after the grievant knew or should have known of the alleged violation, misinterpretation or misapplication of this agreement.

**ARTICLE 10 - REDUCTION IN FORCE PROCEDURE**

**SECTION A**

The parties recognize that the Board may from time to time eliminate administrative positions and the parties recognize that such a decision is within the discretion and prerogative of the Board of Education.

**SECTION B**

In the event that a decision is made, the Board agrees to make reasonable efforts to retain the affected administrator(s) with the Region 10 school system as follows:

1. If there exists another equivalent or subordinate position in an area represented by the Association and such position is vacant on the same or lower school level and the affected administrator is certified and qualified to fill such available position, he/she shall be assigned to said position (firstly, on the same level, and, secondly, on a lower level).

2. If a reduction in staff requires the release of an administrator, a tenured administrator will bump a non-tenured administrator if qualified for that position. If two administrators are tenured then the more qualified is entitled to the position. Where qualifications are equal as reasonably determined by the Superintendent, the most senior administrator will be retained. Note: The term qualified above includes the administrators’ objective evaluations, experiences as a teacher and/or administrator, any special skills, training, education background and certification.

3. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position subject to the Reduction in Force provision of the Region 10 Education Association’s contract with the Board of Education of Regional School District #10.

4. In the event that an administrator can not be assigned to a position following the elimination of his/her position under either step 1 or 2 above, the administrator shall be entitled to recall for a maximum period of two (2) years commencing with the last day of employment, regardless of whether or not he or she accepts a teaching position pursuant to step 3 above. During such layoff period, the administrator shall be entitled to another equivalent or subordinate position on the same school level.
covered by the Region 10 Administrators’ Association which becomes open. The administrator shall also be given preference over other candidates with relatively equal qualifications for positions that may become available at another school level. It is the obligation of the individual administrator to keep the Superintendent fully appraised of his/her current mailing address. Any obligation the Board shall have under this Article shall be fully discharged by transmitting a letter by certified mail to the last address of the laid off administrator appearing on current records maintained by the Superintendent notifying said administrator of a position and granting said administrator a period of time as set forth in the notification letter to apply for said position.

5. In the event that an administrator is displaced to an administrative classification with a salary lower than that which he or she previously enjoyed for reasons unrelated to performance, or to a teaching positions for reasons unrelated to performance, such administrator’s salary shall remain at the level applicable prior to displacement for a period of one hundred and twenty (120) calendar days.

6. An administrator to be laid off may not refuse assignment, in any available administrative position at the same school level, as set forth in step 1 above, or any available administrative position at a different school level. If any such position is available at the time of layoff, said administrator must accept such position or forfeit completely all layoff and recall rights. The inverse shall be true with respect to recall from layoff and the Board shall not have any obligation to offer a laid off administrator recall to any available position more than one time. Before such release takes place the administrator shall be eligible for a teaching position in conformity with the reduction-in-force language in the Agreement with Region 10 Teachers Association.

7. Under no circumstances shall the Board be required to promote or transfer any administrator in the event of a reduction in staff or to continue unchanged the salary level of any administrator who is transferred or reassigned to another position in the school system or to upgrade a part-time administrative position to a greater or full-time position. An administrator terminated due to reduction in force, with at least one year’s administrative service in Region 10, will have his/her health insurance coverage maintained as an active employee for a period not to exceed six months or until the administrator is re-employed, whichever comes sooner.

8. Any and all termination of employment of members of the bargaining unit shall take place solely and exclusively under applicable provisions of Section 10-151 of the Connecticut General Statutes. No such termination shall in any way be the subject of a grievance proceeding under the grievance procedure set forth in this contract.

9. Level shall be defined as follows:

a. High School Principal
b. Middle School Principal
c. Director of Student Support Services
d. Elementary Principal
e. High School Assistant Principal
f. Middle School Assistant Principal
g. Elementary Assistant Principal
h. Supervisor, Language Arts and Library Media Center

**ARTICLE 11 - JUST CAUSE**

No administrator will be disciplined without just cause.

1. For the purposes of this Article the lowest level of discipline for which just cause applies is a written reprimand.

2. Termination and nonrenewal proceedings will not be subject to this provision or to the grievance and arbitration provisions of this Agreement.
### 2016-2017 Administrator Salary Schedule:

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<thead>
<tr>
<th>POSITION/STEPS</th>
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</table>
ARTICLE 12 - DURATION

The provisions of this Agreement shall be effective as of July 1, 2016 and shall continue and remain in full force and effect through and including June 30, 2019.

REGIONAL DISTRICT 10 BOARD OF EDUCATION

_____________________________________
Chairperson, Board of Education

_____________________________________
Date

REGIONAL DISTRICT 10 ADMINISTRATORS’ ASSOCIATION

_____________________________________
President, Administrator's Association

_____________________________________
Date
APPENDIX A

Administrator Annuity Schedule

<table>
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<tr>
<th>POSITION/STEMS</th>
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Administrators hired before July 1, 2013 will be eligible for the annuity step that corresponds to their salary schedule step. All administrators hired after June 30, 2013 shall receive a flat $3,000 annuity regardless of step, prorated for part-time employees.
NEW POLICY

REGIONAL SCHOOL DISTRICT #10

Community Relations

Communications Regarding Pending Referenda

EXPLANATORY TEXTS OR OTHER PRINTED MATERIALS

The Board of Education shall authorize the preparation, printing and dissemination of 1) concise explanatory texts and/or 2) other printed material with respect to proposals or questions approved for submission to the electors of Burlington and Harwinton at a referendum.

Any such explanatory text prepared by the Board shall specify the intent of each such proposal or question. The explanatory text shall not advocate either the approval or disapproval of the proposal or question. Each such explanatory text shall be subject to the approval of the Board's attorney.

The Board's secretary shall cause such question or proposal and such explanatory text to be printed in sufficient supply for public dissemination and shall also provide for the printing of such explanations of proposals or questions on posters of a size to be determined by said secretary. At least three such posters shall be posted at each polling place at which electors will be voting on such proposals or questions. Any posters printed in excess of the number required by this section to be posted may be displayed by said secretary at the secretary's discretion at locations which are frequented by the public. The explanatory text shall also be furnished to each absentee ballot applicant.

In addition, any such “other printed material” shall be prepared by the person or persons so authorized by the Board, shall not advocate either the approval or disapproval of the proposal or question and shall be subject to the approval of the Board's attorney.

NOTICE ABOUT PENDING REFERENDUM


Any notice about a pending referendum shall not advocate the approval or disapproval of the proposal or question or attempt to influence or aid the success or defeat of the referendum. Notice of a pending referendum may be provided to the community by the Board only by using the methods that are permitted or required by law. Notice or warning of a referendum regarding the amendment of the regional school district plan or the issuance of bonds shall be given by the clerks of the member towns in the regional school district.

2. Content of Notice.
Any notice regarding a pending referendum shall be limited to:

A. the time and location of such referendum,

B. a statement of the question as it is to appear on the ballot at the referendum,

C. with respect to a "warning", any such other information that may be required by law, and,

D. if applicable, the explanatory text or other material that has been properly approved.

3. **Method of Communicating Notice.**

   A. **Community notification system.** The term "community notification system" means a communication system maintained by a municipality that is available to all residents of such municipality and permits any resident to opt to receive notifications of community events or news from such municipality via electronic mail, text, telephone or other electronic or automated means. The Board Chairperson may request the Towns of Burlington and/or Harwinton to use their community notification systems to send or publish a notice informing all residents enrolled in such system of an upcoming referendum.

   B. **District website.** The Internet website maintained by the Board is not a community notification system, but may contain the same notice regarding a referendum that may be communicated by a community notification system.

   C. **Regularly published newsletter or similar publication.** Regularly published newsletters and similar publications may publish the same notice regarding a referendum that may be communicated by a community notification system.

   D. **Other electronic or automated methods prohibited.** Other than the above methods for communicating notice of a referendum, no person may use or authorize the use of school district or other municipal funds to send an unsolicited communication to a group of residents regarding a referendum via electronic mail, text, telephone or other electronic or automated means for the purpose of reminding or encouraging such residents to vote in a pending referendum.

   E. **District signage, flyers distributed to students.** Physical signs located on school district property may only provide notice of the time, date and location of a pending referendum. Flyers distributed to students may contain information specifying only the time, date, location and question or proposal to be voted upon.

4. **Exceptions to the Prohibition of Expending Public Funds**
A. **Press release.** An official of the Board may prepare a written, printed or typed summary of the official’s views on a proposal or question, which is prepared for any news medium or which is not distributed with public funds to a member of the public except upon request of such member.

B. **Third party online comment.** If the Board maintains a social media or Internet website that permits third-party comments, the maintenance of those third-party comments does not constitute an expenditure of municipal funds.

Legal Reference:

Connecticut General Statutes

9-369b Local questions and proposals. Explanatory text. Use of community notification systems. Expenditure of state and municipal funds to influence vote prohibited. Preparation and printing of certain materials permitted. Civil penalty. Summaries of arguments for, against local questions
Commentary: As of October 1, 2015, the use of electronic nicotine delivery systems and vapor products is prohibited in all school district buildings. P.A. 15-206. This policy already had such a prohibition, but now it is a requirement of state law. The suggested revisions incorporate the precise language of the new law, including the requirement that the Board put signs in each building regarding the prohibition. Although not explicitly stated in this policy, please note that the new law not only requires such signs, but mandates that each sign "shall have letters at least four inches high with the principal strokes of letters not less than one-half inch wide." The signs must be posted where they can be seen.

REGIONAL SCHOOL DISTRICT #10

Community Relations

SMOKING PROHIBITED AND USE OF ELECTRONIC NICOTINE DELIVERY SYSTEMS AND VAPOR PRODUCTS PROHIBITED

The Regional School District #10 Board of Education promotes a tobacco and smoke free environment. There shall be no smoking or other use of tobacco products by school employees, students, visitors, board of education members or any other person in school buildings, on school grounds or on school buses.

In addition, the use of electronic nicotine delivery systems and vapor products is strictly prohibited in all school buildings. The only exception is for use in a classroom where a demonstration of an electronic nicotine delivery system or vapor product is taking place as part of a medical or scientific experiment or lesson.

For the purpose of this policy, the term "smoking" includes the use of vapor products and electronic devices that simulate smoking by delivering nicotine or other substances by the inhalation of a vapor. "Electronic nicotine delivery system" means an electronic device that may be used to simulate smoking in the delivery of nicotine or other substances to a person inhaling from the device, and includes, but is not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or electronic hookah and any related device and any cartridge or other component of such device.

The term "vapor product" means any product that employs a heating element, power source, electronic circuit or other electronic, chemical or mechanical means, regardless of shape or size, to produce a vapor that may or may not include nicotine, that is inhaled by the user of such product.

Each building in the school district shall post signs in conspicuous places regarding the prohibition of the use of electronic nicotine delivery systems and vapor products in accordance with state law.

Students
All students are further prohibited from smoking or using tobacco products, *electronic nicotine delivery systems or vapor products* at any time when students are subject to the supervision of designated school personnel, such as when a student is *passenger in school transportation or* at any school sponsored function, extracurricular event, field trip, or school related activity *whether on or off school grounds*.

Conn. Gen. Statutes:

§19a-342 Smoking prohibited
§53-198 No smoking on buses
§14-275c-2 Dept. of Motor Vehicles Administrative Regulations
Public Act 14-76, *"An Act Concerning the Governor’s Recommendations Regarding Electronic Nicotine Delivery Systems and Youth Smoking Prevention."
§ 53-344. *Sale or delivery of tobacco to minors. Purchase or misrepresentation of age to purchase tobacco or possession of tobacco in public place by persons under eighteen.*
§ 53-344b. *Sale or delivery of electronic nicotine delivery system or vapor product to minors. Purchase or misrepresentation of age by person under eighteen years of age.*
Public Act 15-206, *"An Act Regulating Electronic Nicotine Delivery Systems and Vapor Products."*

Policy adopted: May 11, 2009
Policy Revised: January 20, 2015
Commentary October 2015: Sections 436-438 of Public Act 15-5, June Special Session, put additional obligations on the school district regarding notice of applications and the use of the Board's website to provide such notice.

REGIONAL SCHOOL DISTRICT #10

Business and Non-Instructional Operations

Pesticide Policy

Pest Management/Pesticide Application

In determining when to control pest and whether to use mechanical, physical, chemical, cultural or biological means, the District shall follow the principals of Integrated Pest Management (IPM). The Superintendent or designee shall ensure that the District follows Integrated Pest Management procedures so as to use the most appropriate and least toxic method of control.

Procedures shall include the following:

1. The choice of using a pesticide will be based on a review of all available options and a determination that these options are not acceptable or not feasible. The full range of alternatives, including no action, will be taken.

2. Select non-chemical pest management methods will be used whenever possible to provide the desired control. Cost of staffing considerations alone will not be adequate justification for use of chemical control agents.

3. The pest and site of infestation shall be carefully identified. Strategies for managing the pest will be influenced by the pest species and whether the species poses a threat to people, property and the environment.

4. When it is determined that a pesticide must be used, the least hazardous material will be chosen and applied in accordance with EPA registered label directions.

5. Pesticides shall not be stored on site.

Staff, Students and parents/guardians shall receive information about the District's Integrated Pest Management policy and procedures and notification of any upcoming pesticide treatments. Notice of upcoming pesticide treatments shall also be posted in areas designated by the Superintendent or designee.

6. The following records shall be maintained at each school site:

a. Records of pesticides used at the site for a period of five years.
b. Pest surveillance data sheets that record the number of pest or other indicators of pest populations that verified the need for treatments.

REGIONAL SCHOOL DISTRICT #10

Business and Non-Instructional Operations

Pesticide Policy (cont.)

7. Persons applying pesticides shall follow label precautions and shall be trained in the principals of Integrated Pest Management (IPM). Persons applying registered use pesticides shall be trained, certified and licensed applicators or under the direct supervision of a Certified Supervisory Applicator as required by the Department of Environmental Protection. Sanitary measures shall be enforced and buildings regularly cleaned and repaired in order to prevent infestation, minimize the use of pesticides, and eliminate routine spraying.

8. Sanitary measures shall be enforced and buildings regularly cleaned and repaired in order to prevent infestations, minimize the use of pesticides and to eliminate routine spraying.

9. An emergency application of pesticide is defined as when an application of pesticides is necessary to eliminate an immediate threat to human health and where it is impractical to obtain the service of a certified pesticide applicator provided such emergency application does not involve a restricted use pesticide as defined below. in CGS 22a-47. Restricted use pesticides may be used only by certified applicators and under their direct supervision. (Note: Restricted use pesticides, classified by the Federal Environmental Protection Agency or the DEP are those which may present a hazard to the applicator or other people by reason of acute dermal or inhalation toxicity or which may have an unreasonable adverse effect on the environment.)

10. On or after July 1, 2000, at the beginning of each school year, the Board of Education shall provide the staff of each school and the parents/guardians of each child enrolled in each school with written guidelines on how the integrated pest management plan is to be implemented and shall provide the parents and guardians of each child enrolled in each school with a statement that shall include a summary of the integrated pest management plan for the school. Such statements and descriptions shall also be provided to the parents/guardians of any child who transfers to a school during the school year.

11. The aforementioned required statement shall indicate to staff, parents and guardians that they may register for prior notice of school pesticide applications. Further, the emergency notification procedures to be used will be described.

12. On or after July 1, 2000, parents/guardians and staff may register for prior notice of pesticide application. Each school shall maintain a registry of persons requesting such
notice. Prior to the application of pesticides within any building or on school grounds, persons who have registered for prior notice shall be notified by any means practicable on or before the day that any application of pesticide is to take place at a school. In addition, prior to any application of pesticide, the school district’s home page must indicate how parents may register for prior notice of pesticide applications. Notice of pesticide applications shall be posted not less than twenty-four hours prior to such application through (a) the home page of the Internet website for the school where such application will occur, or, in the event such school does not have a website, on the home page of the Internet website for the Board, and (b) the primary social media account of such school or the Board.

13. By March 15th of each year, the Board shall send an annual notice via e-mail notification or alert system for applications made since January first of such year and a listing of such notices for applications made during the March fifteenth through December thirty-first timeframe from the preceding calendar year. This annual summary of applications shall also be published in parent handbooks, manuals or annual notices.

14. The aforementioned notice shall include the (1) name of the active ingredient of the pesticide to be applied, (2) the target pest, (3) location of the application, (4) date of application, and (5) the name of the school administrator or designee who may be contacted for further information.

15. No application of pesticide, after July 1, 2000, may be made in any building or on school grounds during regular school hours or during planned activities at the school except on an emergency application.

16. If an emergency application is necessary to eliminate an immediate threat to human health, such application shall not involve a restricted use pesticide and no child or staff member may enter the area of such application until it is safe to do so according to the provisions on the pesticide label.

17. In cases of an emergency application, effective July 1, 2000, prior notice is not necessary except that on or before the day the application is to take place, prior notice is given to those persons who have previously requested such notice.

18. The following definitions shall apply to this policy:
   “Integrated pest management” means use of all available pest control techniques, including judicious use of pesticides, when warranted, to maintain a pest population at or below an acceptable level, while decreasing the use of pesticides.
   “Pesticides” means any pesticide or pesticide use classified as restricted by the administrator of the United States Environmental Protection Agency or by the commissioner.
“Social media” means an electronic medium where users may create and view user-generated content, such as uploaded or downloaded videos or still photographs, blogs, video blogs, podcasts or instant messages.

Legal Reference: Connecticut General Statutes

§10-231a Pesticide applications at schools: Definitions


§10-231d Pesticide applications at schools with an integrated pest management plan

22a-47(cc) Definitions

22a-66a(a)(2) Notification of the application of pesticides

Policy adopted: May 2000
Policy reviewed: July 1, 2009
Regional School District #10
24 Lyon Road
Burlington, CT 06013

PESTICIDE APPLICATION PLAN

Date of planned application: __________ Day of week: __________
(It is recommended for application to occur on a weekend or during a vacation period.)

Which pesticide(s) will be used. (Attach MSDS)

________________________________________________________________________

(Choose for safety and effectiveness)

Location/size of area(s) to be treated:

________________________________________________________________________

**Target pest(s):**

Who will do the pest control: (Circle one) Staff Contractor

Name(s): ________________________________________________________________
License number(s): ______________________________________________________
Firm (if applicable): _____________________________________________________

For interior treatment:

Does the building have active ventilation that can be left on after application? __________
If not, who is responsible for opening windows at least (6) hours before staff and students reenter? _______________________________________________________________________

For all applications:

Who will post the building or treated grounds with (1) date of application; (2) pesticide(s) used; and (3) when the area can be used again? ___________________________________________________________

Pesticides will not be stored on school grounds.

Approved by school/district administrator: ___________________________ Date: __________
School nurse ________________________ informed: __________________________
Other(s) ________________________ informed: __________________________

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REGIONAL SCHOOL DISTRICT #10

Students

Student Discipline- Removal/Suspension/Expulsion

SECTION I  DEFINITIONS

A. "Bullying" is defined as (A) the repeated use by one or more students of a written, oral or electronic communication directed at or referring to another student in the school district; or (B) a physical act or gesture by one or more students repeatedly directed at another student in the school district that (1) causes physical or emotional harm to such student or damage to the student's property; (2) places such student in reasonable fear of harm to himself/herself or of damage to his/her property; (3) creates a hostile environment at school for such student; (4) infringes on the rights of such student at school; or (5) substantially disrupts the educational process or the orderly operation of the school. Bullying shall include but not be limited to a written, oral or electronic communication or physical act or gesture based on any actual or perceived differentiating characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity or expression, socio-economic status, academic status, physical appearance, or mental, physical developmental or sensory disability or by association with an individual or group who has or is perceived to have one or more of such characteristics.

B. "Cyberbullying" is defined as any act of bullying through the use of the Internet, interactive and digital technologies, cellular mobile telephone or other mobile electronic devices or any electronic communications.

C. "Exclusion" is defined as any denial of public school privileges to a student for disciplinary purposes.

B. "Removal" is defined as an exclusion from a classroom for all or part of a single class period, provided such exclusion shall not extend beyond 90 minutes.

C. "Suspension" is defined as an exclusion from school privileges and/or from transportation services for not more than ten (10) consecutive school days, provided such exclusion shall not extend beyond the end of the school year in which such suspension was imposed. Suspensions shall be in-school suspensions unless during the suspension hearing, the administration determines that the student facing suspension poses such a danger to persons or property or such a disruption of the educational process that the student must receive an out-of-school suspension.

D. "In-school suspension" is defined as an exclusion from regular classroom activity for not more than ten (10) consecutive school days, but not an exclusion from school, provided such exclusion shall not extend beyond the end of the school year in which such in-school suspension was imposed. An in-school suspension may be served in the school that the pupil attends, or in any school building under the jurisdiction of the board of education, as determined by such board. An in-school suspension may include reassignment to a
regular classroom program in a different school in the school district, such reassignment shall not constitute a "suspension" or "expulsion" under this policy.

E. "Expulsion" is defined as an exclusion from school privileges for more than ten (10) consecutive school days and shall be deemed to include, but not be limited to, exclusion from the school to which such student was assigned at the time such disciplinary action was taken, provided such exclusion shall not extend beyond a period of one (1) calendar year. Such period of exclusion may extend to the school year following the school year in which such exclusion was imposed.

F. "Emergency" is defined as a situation under which the continued presence of the student in the school imposes such a danger to persons or property or such a disruption of the educational process that a hearing may be delayed until a time as soon after the exclusion of such student as possible.

G. "Days" is defined as days when school is in session.

H. "School sponsored activity" is defined as any activity sponsored, recognized or authorized by the board of education and includes activities conducted on or off school property.

I. "Possess" means to have physical possession or otherwise to exercise dominion or control over tangible property.

J. "Deadly weapon" means any weapon, whether loaded or unloaded, from which a shot may be discharged, or a switchblade knife, gravity knife, billy, blackjack, bludgeon, or metal knuckles.

K. "Dangerous instrument" means any instrument, article or substance which, under the circumstances in which it is used or attempted or threatened to be used, is capable of causing death or serious physical injury, and includes a motor vehicle and a dog that has been commanded to attack.

L. "Firearm" means 1) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; 2) the frame or receiver of any such weapon; 3) any firearm muffler or firearm silencer; or 4) any destructive device. Firearm does not include any antique firearm. For purposes of this definition "destructive device" means any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, missile having an explosive or incendiary charge of more than 1/4 ounce, mine, or device similar to any of the weapons described herein.

M. "Vehicle" means a "motor vehicle" as defined in Section 14-1 of the Connecticut General Statutes, snow mobile, any aircraft, or any vessel equipped for propulsion by mechanical means or sail.

N. "Martial arts weapon" means a nunchaku, kama, kasari-fundo, octagon sai, tonfa or chinese star.

SECTION II REMOVAL FROM CLASS
A. Each teacher shall have the authority to remove a student from class when such student deliberately causes a serious disruption of the educational process within the classroom, provided that no student shall be removed from class more than six times in any year, nor more than twice in one week unless such student is referred to the building principal, or his/her designee, and granted an informal hearing as set forth in section IV (C) of this policy.

B. Whenever any teacher removes a student from the classroom, such teacher shall send the student to a designated area and shall immediately inform the building principal or his/her designee as to the name of the student against whom such disciplinary action was taken and the reason therefor.

SECTION III STANDARDS GOVERNING SUSPENSION AND EXPULSION

A. Conduct on school grounds or at a school sponsored activity as set forth in Section C, herein, that:

1. Violates any other Board policy or that violates any code of student conduct in effect in the schools; or

2. Seriously disrupts the educational process; or

3. Endangers persons or property will be cause for suspension and/or expulsion.

B. Conduct off school grounds as described in paragraph C, herein, that:

1. Violates Board policy and

2. Seriously disrupts the educational process will be cause for suspension and/or expulsion.

C. The following conduct is prohibited and will be considered cause for suspension and/or expulsion:

1. Threatening in any manner, including orally, in writing, or via electronic communication, injury to a member of the school community, including any teacher, member of the school administration or any other employee, or a fellow student;

2. Use of physical force against another person which is not reasonably necessary for self-defense;

3. Theft of personal or school property, or taking or attempting to take personal property or money from another person, or from his/her presence, by means of force or fear;

4. Willfully causing, or attempting to cause, damage to school property;
5. Possession, use, transmission or being under the influence of any narcotic drug, hallucinogenic drug, performance enhancing drug, amphetamine, barbiturate, marijuana, cocaine, alcoholic beverage, or intoxicant of any kind including prescription drugs for which the possessor, user or transmitter has no legal prescription, or drug paraphernalia;

6. Possession or transmission of a facsimile of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, or marijuana;

7. Knowingly being in the presence of those who are in possession of, using, transmitting, or being under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind;

8. Possession or transmission of any weapon, including, but not limited to, any firearm, deadly weapon, dangerous instrument, martial arts weapon, knife, blade, chemical sprays, stun guns or facsimile of any weapon or instrument;

9. Any violation of the Board’s policies prohibiting sexual, racial and other unlawful harassment including any act of harassment based on an individuals’ race, color, national origin, gender, sexual orientation, religion, or disability;

10. Using or copying the academic work of another and presenting it as his/her own without proper attribution;

11. Possessing or consuming tobacco products if other than a high school student, or consuming such products if a high school student;

12. Open defiance of the authority of any teacher or person having authority over the student, including verbal abuse;

13. Participation in an unauthorized occupancy of any part of any school or school premises or other building owned by any school district and failure to leave such school premises or other facility promptly after having been directed to do so by the principal or other person in charge of such building or facility;

14. Intentional incitement which results in an unauthorized occupation of any part of a school or other facility owned by any school district;

15. Intentional and successful incitement of truancy by other students;

16. Bullying or cyberbullying, including such conduct that may occur outside of the school setting if such bullying (1) creates a hostile environment at school for the victim; (2) infringes on the rights of the victim at school; or (3) substantially disrupts the education process or the orderly operation of a school; Bullying, which includes any overt acts by a student or a group of students directed against another student with the intent to ridicule, humiliate, harass or intimidate the other student while on school grounds or at a school-sponsored activity which acts are committed more than once against any student during the school year. Bullying
also includes conduct outside of the school setting if it has a direct and negative impact on a student's academic performance or safety in school;

17. Making false bomb threats or other threats to the safety of students, staff members and/or other persons;

18. Unauthorized use of any school computer, computer system, computer software, Internet connection or similar school property system or the use of such property or system for unauthorized or non-school related purposes;

19. Violation of any other board policy, rule, agreement, or directive dealing with student conduct, including that dealing with conduct on school buses and the use of school district equipment; and/or

20. Violation of any federal or state law which would indicate that the violator presents a danger to any person in the school community or to school property.

D. Expulsion proceedings pursuant to section V, shall be required for any pupil in grades kindergarten to twelve, inclusive, whenever there is reason to believe that any student 1) was in possession of a firearm, deadly weapon, dangerous instrument or martial arts weapon, on school grounds or at a school-sponsored activity; 2) off school grounds, did possess a firearm or did possess and use such a firearm, dangerous instrument, deadly weapon or martial arts weapon in the commission of a crime; or 3) on or off school grounds, offered for sale or distribution a controlled substance as defined in Connecticut General Statutes §21a-240(9), whose manufacture, distribution, sale, prescription, dispensing, transporting or possessing with intent to sell or dispense, offering or administering is subject to criminal penalties under Connecticut General Statutes §§21a-277 and 21a-278. A student shall be expelled for a period of one calendar year if the board of education finds that the student engaged in any of the conduct described herein, provided the period of expulsion may be modified on a case-by-case basis.

In the event it is determined by the Superintendent that a student issued a threat against a member of the school community as described in paragraph C(1), above, the matter shall be referred to law enforcement officials for possible criminal prosecution and the Superintendent shall take all available measures to ensure the safety of persons in the school community in the event of the student’s return to school.

E. Students in kindergarten, first and second grade may not be expelled except for mandatory reasons as described in the previous paragraph and in section V below.

SECTION IV  SUSPENSION PROCEDURE

A. The administration of each school is authorized to invoke suspension for a period of up to ten (10) days, or to invoke in-school suspension for a period of up to ten (10), of any student for one or more of the reasons stated in section III, above, in accordance with the procedure outlined in Paragraph C of this section. Moreover, the administration is authorized to suspend a student from transportation services whose conduct while receiving transportation violates the standards set forth in section III, above. The school administration is authorized to immediately suspend any student when there is an emergency as defined in section I,
above. Suspensions shall be in-school suspensions unless during the suspension hearing, the administration determines that the student facing suspension poses such a danger to persons or property or such a disruption of the educational process that the student must receive an out-of-school suspension except an out-of-school suspension may be imposed if:

**GRADES K to 2:**
the administration determines that an out-of-school suspension is appropriate for such pupil based on evidence that such pupil’s conduct on school grounds is of a violent or sexual nature that endangers persons.

**GRADES 3-12:**
the administration determines that the pupil being suspended poses such a danger to persons or property or such a disruption of the educational process that the pupil shall be excluded from school during the period of suspension, or (B) the administration determines that an out-of-school suspension is appropriate for such pupil based on evidence of (i) previous disciplinary problems that have led to suspensions or expulsion of such pupil, and (ii) efforts by the administration to address such disciplinary problems through means other than out-of-school suspension or expulsion, including positive behavioral support strategies.

If an emergency exists, the hearing outlined in Paragraph C of this section shall be held as soon as possible after the suspension.

B. In the case of suspension, the school administration shall notify the superintendent of schools not later than twenty-four (24) hours of the suspension as to the name of the student who has been suspended and the reason for suspension. Any student who is suspended shall be given an opportunity to complete any class work including but not limited to examinations missed during the period of his/her suspension.

C. Except in the case of an emergency as defined in section I, above, a student shall be given an informal hearing where he/she is afforded the opportunity to meet with a member of the administration and to discuss the stated charges prior to the effectuation of any period of suspension or in-school suspension. If at such a meeting the student denies the stated charges, he/she may at that time present his/her version of the incident(s) upon which the proposed suspension is based. The school administration shall then determine whether or not suspension or in-school suspension is warranted. In determining the length of a suspension period, the school administration may receive and consider evidence of past disciplinary problems which have led to removal from a classroom, in-school suspension, suspension or expulsion.

D. No student shall be suspended more than ten (10) times or a total of fifty (50) days in one school year, whichever results in fewer days of exclusion, unless a hearing as provided in section V (B) of this policy is first granted.

E. No student shall be placed on in-school suspension more than fifteen (15) times or a total of fifty (50) days in one school year, whichever results in fewer days of exclusion, unless a hearing as provided in section V (B) of this policy is first granted.
F. Whenever a student is suspended, notice of the suspension and the conduct for which the student was suspended shall be included on the student’s cumulative educational record. Such notice shall be expunged from the cumulative educational record if the student graduates from high school.

G. The administration may shorten or waive the suspension period of a student who is suspended for the first time and who has never been expelled if the student successfully completes a program and any other conditions specified by the administration. Any such program shall be at no expense to the student or his parents/guardians. For a student whose suspension period is shortened or waived, the notice of the disciplinary action must be expunged from the cumulative education record if the student graduates from high school or, if the administration chooses, at the time the student completes the specified program and any other conditions required by the administration, whichever is earlier.

SECTION V EXPULSION PROCEDURES

The board of education may expel any student in grades three to twelve, inclusive, for one or more of the reasons stated in section III if, in the superintendent’s judgment, such disciplinary action is in the best interests of the school system. An expulsion hearing is required in any instance in which the superintendent has reason to believe a student in grades kindergarten to twelve, inclusive, has engaged in the conduct described in section III (D). The procedures outlined in Paragraphs A and B, below, shall be followed prior to the effectuation of any expulsion unless an “emergency” as defined in section I, above, exists. If an emergency exists, such a hearing shall be held as soon after the expulsion as possible.

A. The board of education shall notify the student concerned and his/her parents, or the student if he/she has attained the age of eighteen (18), that expulsion is under consideration. Such notice shall contain the information required under Paragraph B of this section. Three members of the board of education shall constitute a quorum for an expulsion hearing. A student may be expelled if a majority of the board members sitting in the expulsion hearing vote to expel provided that three affirmative votes shall be required for expulsion.

B. The procedure for any hearing conducted under this section shall be determined by the hearing officer or board chairperson, as appropriate, but shall include the right to:

1. Notice of the proposed hearing which shall include:
   a. a statement of the time, place, and nature of the hearing;
   b. a statement of the legal authority and jurisdiction under which the hearing is to be held;
   c. reference to the particular sections of the Connecticut General Statutes or school policies involved;
   d. a short and plain statement of the matters asserted, if such matters have not already been provided in a statement of reasons requested by the student; the statement so provided may be limited to a statement of the issues involved if
it is not possible to state the issues in detail at the time such notice is served. Upon request from the student concerned a more definite and detailed statement of the issues shall be furnished;

e. a statement, where appropriate, that the board is not required to offer an alternative educational opportunity to any student between the ages of sixteen and eighteen who (1) has been expelled previously or (2) is found to have engaged in conduct which endangered persons and involved (a) possession on school property or at a school-sponsored activity of a firearm, deadly weapon, dangerous instrument or martial arts weapon, or (b) offering for sale or distribution on school property or at a school sponsored activity a controlled substance as defined by law. (See section VII on Alternative Educational Opportunity); and

f. a statement regarding free or reduced rate legal services that are locally available and how a student or parent may access these services.

2. The opportunity to be heard;

3. The opportunity to present witnesses and evidence;

4. The opportunity to cross-examine adverse witnesses;

5. The opportunity to be represented by counsel; and

6. Prompt notification of the decision of the board of education which decision shall be in writing if adverse to the student concerned.

C. The record of any hearing held in an expulsion case shall include the following:

1. All evidence received or considered by the board of education, including a copy of the initial letter of notice of proposed expulsion, if any, and a copy of all notices of hearing;

2. Questions and offers of proof, objections and rulings on such objections;

3. The decision of the board of education rendered after such hearing; and

4. The official transcript, if any, of proceedings relating to the case or, if these are not transcribed, any recording or stenographic record of the proceedings.

D. Rules of evidence at expulsion hearings shall include the following:

1. Any oral or documentary evidence may be received by the board of education, but as a matter of policy irrelevant, immaterial or unduly repetitious evidence shall be excluded;

2. The board of education shall give effect to the rules of privilege recognized by law;
3. In order to expedite a hearing, evidence may be received in written form, provided the interest of any party is not substantially prejudiced thereby;

4. Documentary evidence may be received in the form of copies or excerpts if the original is not readily available provided, however, that any party to a hearing shall be given an opportunity to compare the copy with the original;

5. A party to an expulsion hearing may conduct cross-examination of witnesses where examination is required for a full and accurate disclosure of the facts;

6. The board of education may take notice of judicially cognizable facts in addition to facts within the board's specialized knowledge provided, however, the parties shall be notified either before or during the hearing of material noticed, including any staff memoranda or data, and an opportunity shall be afforded to any party to contest the material so noted;

7. A record of any oral proceedings before the board of education at an expulsion hearing shall be made provided, however, that a transcript of such proceedings shall be furnished upon request of a party with the cost of such transcript to be paid by the requesting party.

E. In determining the length of an expulsion, the board of education may receive and consider evidence of past disciplinary problems, which have led to removal from a classroom, in-school suspension, suspension, or expulsion.

F. Decisions shall be in writing if adverse to the student and shall include findings of fact and conclusions necessary for the decision. Findings of fact made by the board after an expulsion hearing shall be based exclusively upon the evidence adduced at the hearing.

G. Any student who is expelled shall be offered an alternative educational opportunity consistent with the requirements of state law as set forth in Section VII of this policy.

H. Whenever a student is expelled pursuant to the provisions of this policy, notice of the expulsion and the conduct for which the student was expelled shall be included on the student's cumulative educational record. Such notice shall not be expunged at any time if the expulsion was based upon possession of a firearm or deadly weapon and the student was in grade nine through twelve. Such notice shall be expunged from the cumulative educational record if the student graduates from high school. The expulsion notice may be expunged from the student's record prior to graduation if the student has demonstrated to the Board that his/her conduct and behavior in the years following the expulsion warrants expungement.

I. Whenever a student against whom an expulsion hearing is pending withdraws from school after notification of such hearing but before the hearing is completed and a decision rendered, notice of the pending expulsion hearing shall be included on the student's cumulative educational record and the board of education shall complete the expulsion hearing and render a decision.
J. Except in cases where an expulsion is based upon the possession of a firearm or deadly weapon, the board of education may shorten the length of or waive the expulsion period of a student who is expelled for the first time and who has never been suspended if the student successfully completes a program and any other conditions specified by the board. Any such program shall be at no expense to the student or his parents/guardians. For a student whose expulsion period is shortened or waived, the notice of the disciplinary action must be expunged from the cumulative education record if the student graduates from high school or, if the board chooses, at the time the student completes the specified program and any other conditions required by the administration, whichever is earlier. Nothing herein shall be deemed to restrict the ability of the board to shorten or waive the expulsion period, based upon completion of any program or meeting of conditions, for students who have been previously suspended or expelled, as may be permitted by law and as provided in Subsection L, below.

K. The board of education may adopt the decision of a student expulsion hearing conducted by another school district, provided that the board shall hold a hearing pursuant to this policy which shall be limited to a determination of whether the conduct which was the basis for the expulsion would also warrant expulsion under the policies of the board of education. The student shall be excluded from school pending such hearing. The excluded student shall be offered an alternative educational opportunity in accordance with statutory requirements and this policy.

L. In addition to such rights specified in Section J, above, an expelled pupil may apply for early readmission to school. Such readmission shall be at the discretion of the board of education; however, the board may delegate authority for readmission decisions to the superintendent. If the board delegates such authority, readmission shall be at the discretion of the superintendent. The board or superintendent, as appropriate, may condition such readmission on specified criteria.

M. Prior to conducting an expulsion hearing for a child requiring special education and related services described in subparagraph (A) of subdivision (5) of section 10-76a of the Connecticut General Statutes, a planning and placement team shall convene to determine whether the misconduct was caused by the child's disability. If it is determined that the misconduct was caused by the child's disability, the child shall not be expelled. The planning and placement team shall reevaluate the child for the purpose of modifying the child's individualized education program to address the misconduct and to ensure the safety of other children and staff in the school. If it is determined that the misconduct was not caused by the child's disability, the child may be expelled in accordance with the provisions of this section applicable to children who do not require special education and related services. Notwithstanding the provisions of Section VII, below, whenever a child requiring such special education and related services is expelled, an alternative educational opportunity, consistent with such child's educational needs shall be provided during the period of expulsion.

N. A student who has been identified as eligible for school accommodations pursuant to Section 504 of the Rehabilitation Act, shall not be referred to an expulsion hearing until the student's Section 504 Team is convened to determine whether the misconduct was caused by the student's disability. If it is determined that the misconduct was caused by the child's disability, the child shall not be referred to an expulsion hearing
and shall not be expelled. Where appropriate, the Section 504 Team shall modify and otherwise review the student's accommodations plan to address the misconduct and to ensure the safety of other children and staff in the school. If it is determined that the misconduct was not caused by the student's disability, the student may be expelled in accordance with the provisions of this section applicable to non-disabled students.

O. If a student who committed an expellable offense seeks to return to the school district after having been in a juvenile detention center, the Connecticut Juvenile Training School or any other residential placement for one year or more, the district shall allow such student to return and may not expel the student for additional time for such offense.

SECTION VI  NOTIFICATION TO PARENTS OR GUARDIAN

The parents or guardian of any minor student against whom disciplinary action is taken under this policy shall be given notice of such disciplinary action no later than twenty-four (24) hours of the time the student was excluded.

SECTION VII  ALTERNATIVE EDUCATIONAL OPPORTUNITY

The board of education recognizes its obligation to offer any student under the age of sixteen (16) who is expelled an alternative educational opportunity during the period of expulsion. Any parent or guardian of such a student who does not choose to have his or her child enrolled in an alternative program shall not be subject to the provisions of section 10-184 of the Connecticut General Statutes. Any expelled student who is between the ages of sixteen (16) and eighteen (18) and who wishes to continue his or her education shall be offered an alternative educational opportunity if he or she complies with conditions established by the board of education. Such alternative may include, but shall not be limited to, the placement of such student in a regular classroom program of a school other than the one from which the student has been excluded and, for students at least sixteen (16) years of age, placement in an adult education program. Any student participating in an adult education program during a period of expulsion shall not be required to withdraw from school.

In determining the nature of the alternative educational opportunity to be offered under this section the board of education may receive and consider evidence of past disciplinary problems which have led to removal from a classroom, suspension, or expulsion.

State statutes do not require the board of education to offer an alternative educational opportunity to a student between the ages of sixteen (16) and eighteen (18) who has been expelled previously or who is expelled because of conduct which endangers persons and it was determined at the expulsion hearing that the conduct for which the student was expelled involved (a) possession on school property or a school-sponsored activity of a firearm, deadly weapon, dangerous instrument, or martial arts weapon or (b) offering for sale or distribution on school property or at a school sponsored activity a controlled substance as defined in subdivision (9) of Connecticut General Statutes §§21a-240, whose manufacture, distribution, sale, prescription, dispensing, transporting, or possessing with the intent to sell or dispense, offering, or administration is subject to criminal penalties under Connecticut General Statutes §§21a-277 and 21a-278. If the board expels a student for the sale or distribution of such a controlled substance the board shall refer the student to an appropriate state or local agency for rehabilitation, intervention or job training, or any combination thereof, and inform the agency of its action. If the board expels a student for possession of a firearm or deadly weapon, the board shall report the violation to the local police department. The board
shall give the name of the student and a summary of the board's action in so referring the student, to the commissioner of education within thirty (30) days after the student is expelled.

The provisions of this section shall not apply to students requiring special education who are described in subparagraph (A) of subdivision (5) of Connecticut General Statutes §10-76a.

SECTION VIII  GUN FREE SCHOOLS ACT

The board of education shall submit to the commissioner of education such information on expulsions for the possession of weapons as is required for purposes of the Gun Free Schools Act of 1994, 20 U.S.C. §8921, et seq.

SECTION IX  PRE-SCHOOL PROGRAMS

A. As used in this section, “preschool program provider” means a local or regional board of education, state or local charter school or interdistrict magnet school that offers a preschool program. No preschool program provider shall expel any child enrolled in such provider's preschool program, except an expulsion hearing shall be conducted, in accordance with the provisions of subsection B, below, whenever there is reason to believe that any child enrolled in such preschool program was in possession of a firearm, on or off school grounds or at a preschool program-sponsored event. Such child shall be expelled for one calendar year if, at the expulsion hearing it is determined, that the child did so possess such a firearm. A preschool program provider may modify the period of expulsion for a child on a case-by-case basis.

B. An expulsion hearing required under this subsection shall be conducted by (1) the program provider, as set forth above, or (2) the board of education, in accordance with section V above, if (a) the preschool program provider is the board of education, or (b) the preschool program provider is a regional educational service center or a state or local charter school pursuant to an agreement between such preschool program provider and the board of education, Unless an emergency exists, as set forth in section I, above, no child shall be expelled under this subsection without a formal hearing held pursuant to section V. If an emergency exists, such hearing shall be held as soon after the expulsion as possible.

C. No preschool program provider may authorize a suspension of a child enrolled in such provider's preschool program, unless the suspension is an in-school suspension, except that an out-of-school suspension may be imposed if the administration determines that an out-of-school suspension is appropriate for such pupil based on evidence that such pupil's conduct on school grounds is of a violent or sexual nature that endangers persons

Legal References:
18 U.S.C. §921 Definitions
20 U.S.C. §8921 et seq., Gun Free Schools Act
20 U.S.C. §1415 Individuals with Disabilities Education Act

Connecticut General Statutes
4-176e through 4-180a, 4-181a Administrative Procedures Act
10-76d Duties and powers of boards of education to provide special education programs and
services

10-222d Safe school climate plans. Definitions. School climate assessments
10-233a Definitions
10-233b Removal of pupils from class
10-233c Suspension of pupils
10-233d Expulsion of pupils
10-233e Notice as to disciplinary policies and action
10-233f In-school suspension of pupils. Reassignment
10-233g Reports of principals to police authority concerning physical assaults upon school employees by students
10-233h Arrested students
21a-240 Definitions
21a-277 Penalty for illegal manufacture, distribution, sale, prescription, dispensing
21a-278 Penalty for illegal manufacture, distribution, sale, prescription or administration by non-drug-dependent person

53a-3 Definitions
53-206 Carrying of dangerous weapons prohibited
53a-217b Possession of a weapon on school grounds: Class D felony

Policy adopted: April 1995
October 1995
November 9, 1998
February 7, 2000
November 13, 2000

Policy Revised: July 1, 2008
June 7, 2010
January 20, 2015
Commentary 2015: State law regarding mastery examinations has changed with regard to 11th graders.

REGIONAL SCHOOL DISTRICT #10  

Students

Examination/Grading/Rating

The Board of Education seeks, through performance objectives in its instructional program, to make achievement both recognizable and possible for students.

The issuance of grades on a regular basis serves to promote a process of continuous evaluation of student performance, to inform the student, the student’s parents, and counselor of his/her progress, and to provide a basis for bringing about change in student performance, if such change seems necessary.

Each student enrolled in grades 4, 6 and 8 shall take The Connecticut Mastery Test (CMT). Students in grade 10 shall take the Connecticut Academic Performance Test (CAPT). These examinations are provided by and administered under the supervision of the State Board of Education.

Students shall take statewide mastery examinations as required by Connecticut General Statutes §10-14n. Each student enrolled in grades three to eight inclusive shall take a statewide mastery examination in reading, writing or mathematics. Each student in grade five, eight, and ten in any public school shall take a statewide mastery examination in science. Students in grade eleven shall take a nationally recognized college readiness assessment, approved by the State Board of Education, that measures essential and grade-appropriate skills in reading, writing and mathematics. Achievement of a satisfactory score on the mastery test shall not be required as the sole criterion for promotion or graduation.

Legal Reference: Connecticut General Statutes  
10-14m Development and submission of educational evaluation and remedial assistance plant. Contents of plan.  
10-14n State-wide mastery examination  
10-14p Reports by local and regional boards re instructional improvement and student progress  
10-221a High School graduation requirements
Commentary 2015: Public Act 15-205, "An Act Protecting School Children" made a number of changes to statutes regarding the reporting of child abuse. Suggested revisions as required by the changes in the law are highlighted in gray. Since DCF has not yet updated their model policy to reflect the changes in the law, the appendices have been removed as they are outdated.

Personnel

Reporting Child Abuse and Neglect

The Board of Education recognizes the obligation and importance of reporting suspected child abuse and neglect. Many of the school district’s employees are considered mandated reporters and have an independent duty under state law to report suspected abuse and neglect to the Department of Children and Families (“DCF”) or other law enforcement agencies. Regardless of an employee’s status as a mandated reporter, ALL employees of the school district are required to report suspected child abuse or neglect in accordance with this policy and applicable law.

Definitions

For the purposes of this policy, the following definitions shall apply:

“Child” means any person under eighteen years of age or any person under twenty-one years of age who is in full-time attendance in a secondary school, a technical school, a college or a state-accredited job training program.

“Abused” refers to a child who (a) has had physical injury or injuries inflicted upon him/her other than by accidental means, or (b) has injuries which are at variance with the history given of them, or (c) is in a condition which is the result of maltreatment such as, but not limited to, malnutrition, sexual molestation or exploitation, deprivation of necessities, emotional maltreatment or cruel punishment;

“Neglected” refers to a child who (a) has been abandoned; (b) is being denied proper care and attention, physically, educationally, emotionally, or morally; or (c) is being permitted to live under conditions, circumstances, or associations injurious to the child's well-being;

“Mandated reporters” are “School Employees” and specifically include: teachers, substitute teachers, administrators, superintendents, guidance counselors, psychologists, social workers, nurses, physicians, paraprofessionals, coaches or any other person who, in the performance of his or her duties, has regular contact with students and who provides services to or on behalf of students enrolled in the district.

“Student” means a person of any age who is being educated by a local or regional board of education or technical high school other than as part of an adult education program.

“Sexual assault” means the criminal conduct described in Conn. Gen. Stat. §§53a-70 (sexual intercourse by force or threat of force, or with a person unable to consent due to age or mental incapacity); 53a-70a (aggravated sexual assault); 53a-71 (includes sexual intercourse between a school employee and a student enrolled in the school district); 53a-72a (compelled sexual contact); 53a-72b
(sexual contact with firearm) or 53a-73a (sexual contact between a school employee and student enrolled in the school district).

Appendices A and B provide additional guidance regarding the operational definitions of child abuse and neglect, as well as the indicators of same according to DCF.

When to Report Abuse or Neglect

Reports must be made whenever an employee, in the ordinary course of his or her employment, has reasonable cause to suspect or believe that:

1. A child (as defined above) has been abused or neglected; has had non-accidental physical injury, or injury which is at variance with the history given of such injury, inflicted upon such child; or has been placed in imminent risk of serious harm.

2. A student has been the victim of a sexual assault and the perpetrator is a school employee. "Student" means a person of any age who is being educated by a local or regional board of education or technical high school other than as part of an adult education program.

3. A full-time student under the age of 21 has been abused or neglected by a member of the school staff.

A report must be made whenever an employee, in the ordinary course of his or her employment, has reasonable cause to suspect or believe that a child under the age of 18 has been:

1. Abused or neglected (as defined above);

2. Has had non-accidental physical injury, or injury which is at variance with the history given of such injury, inflicted upon such child; or

3. Has been placed in imminent risk of serious harm.

Reasonable Cause

A reporter's suspicion or belief may be based on factors including, but not limited to, observations, allegations, facts or statements by a child, victim or third party. Such suspicion or belief does not require certainty or probable cause.

Penalty for Non-Reporting

By law, any person who is required to report suspected child abuse/neglect and fails to make such a report or fails to make such report within the required timeline shall be guilty of a Class A misdemeanor (imprisonment up to one year) and shall be required to participate in an educational and training program.

Penalty for Making False Report

By law, any person who knowingly makes a false report of child abuse or neglect shall be fined no more than $2,000 or imprisoned not more than one year or both.

Reporting Procedure for Mandated Reporters

Oral Report to DCF within 12 hours
Mandated reporters must make an oral report by telephone (24 Hour Careline, 1-800-842-2288) or in person to the Department of Children and Families, or an appropriate law enforcement agency, as soon as practicable but not later than twelve (12) hours after having acquired reasonable cause to suspect or believe that a child or victim has been abused or neglected. The employee shall notify the Building Principal and Superintendent of Schools or designee immediately after the oral report has been made.

**Written Report to DCF within 48 hours**
Mandated reporters shall submit a written report to DCF within forty-eight (48) hours of making the oral report. The report shall be filed on form DCF-136 or other sufficient form provided by DCF. The reporter shall also provide a copy of the written report to the Building Principal and Superintendent of Schools, except when the Superintendent and/or principal is the alleged perpetrator of the abuse or neglect. In making all written reports required under this policy, the reporter may use a form provided by DCF. Written reports of abuse or neglect by mandatory reporters shall include the following information, if known:

1. The names and addresses of the child or victim and his or her parents or other person responsible for the child’s or victim’s care;
2. The age of the child or victim;
3. The gender of the child or victim;
4. The nature and extent of the child’s or victim’s injury or injuries, maltreatment or neglect;
5. The approximate date and time the injury or injuries, maltreatment or neglect occurred;
6. Information concerning any previous injuries to, maltreatment of or neglect to the child or his or her siblings;
7. The circumstances in which the injuries, maltreatment or neglect came to be known to the reporter;
8. The name of the person or persons suspected to be responsible for causing such injury or injuries, maltreatment or neglect;
9. The reasons such persons are suspected of causing such injury or injuries, maltreatment or neglect;
10. Any information concerning any prior cases in which such person or persons have been suspected of causing an injury, maltreatment or neglect of a child;
11. Whatever action, if any, was taken to treat, provide shelter or otherwise assist the child.

**Cooperation with Investigation**
A person reporting child abuse or neglect shall provide any person authorized to conduct an investigation of child abuse or neglect with all information related to the investigation that is in the possession or control of the person reporting the abuse or neglect, except as expressly prohibited by state or federal law.

Notwithstanding the provisions of Connecticut General Statutes §10-151c, upon request and for the purposes of an investigation of suspected child abuse or neglect by a teacher employed by the Board, the Board shall provide the Commissioner of DCF any records maintained or kept on file
about said teacher. Such records shall include, but not be limited to, supervisory records, reports of competence, personal character and efficiency maintained in such teacher’s personnel file with reference to evaluation of performance as a professional employee of the Board and records of personal misconduct. For the purpose of this requirement, “teacher” is defined as each certified professional employee below the rank of superintendent in a position requiring a certificate issued by the State Board of Education.

If DCF determines that a child must be interviewed in the school, the DCF social worker shall be required to notify the Superintendent of Schools prior to the school visit with as much advance notice as possible. If the DCF social worker is not known to school personnel, a verifying call to the local DCF office shall be made. If deemed appropriate by DCF or the administration, the parent or guardian of the child will be notified prior to the interview. DCF shall obtain the consent of parents or guardians to any interview with a child, except that such consent shall not be required when the department has reason to believe such parent or guardian or member of the child’s household is the perpetrator of the alleged abuse or that seeking such consent would place the child at imminent risk of physical harm. To protect confidentiality, the school administration shall provide a private place for DCF to interview the child. As part of the investigative process, the DCF social worker may request that school personnel be present during the interview. The investigation is to be conducted solely by the DCF social worker.

**Reporting Procedure for Employees who are NOT Mandated Reporters**

Employees of the school district who are not mandated reporters are required to report suspected abuse or neglect and suspected sexual assault of a student by a school employee as soon as possible but not later than twelve (12) hours after the employee has reasonable cause to suspect that a child has been abused or neglected. Such reports shall be made in writing to the Superintendent of Schools and the building administrator who shall act in accordance with his or her obligations as a mandated reporter.

Nothing in the reporting procedure outlined by this policy prevents employees who are not mandated reporters from also reporting suspected abuse or neglect directly to DCF or a law enforcement agency.

**Procedures When a School Employee is the Alleged Abuser**

**Notification of Parent or Guardian**

Whenever there is a report that a student has been abused or neglected by a school employee, the Superintendent shall immediately notify the child’s parent or other person responsible for the child’s care that a report has been made.

**Investigation by the Board of Education**

The Board of Education shall permit and give priority to any investigation conducted by DCF or the appropriate law enforcement agency. The Board may conduct its own investigation of the alleged abuse or neglect or sexual assault by a school employee provided that such investigation does not impede an investigation by DCF. The Superintendent of Schools shall conduct his/her own investigation upon receipt of notice from the Commissioner of DCF or the appropriate law enforcement agency that the Board’s investigation will not interfere with the investigation of DCF
or law enforcement. To the extent feasible, the investigation should be coordinated with DCF or law enforcement in order to minimize the number of interviews of the child.

When investigating a child in connection with the investigation of an allegation of abuse or neglect by a school employee, the Superintendent or designee shall endeavor to obtain, when possible, the consent of parents or guardians or other persons responsible for the care of the child, to interview the child. The investigation shall include an opportunity for the suspected perpetrator to be heard with regard to the alleged abuse or neglect. During the course of the investigation, the Superintendent of Schools may suspend the employee with pay or may place the employee on administrative leave with pay pending the outcome of the investigation.

Regardless of the outcome of any investigation by DCF or a law enforcement agency, the Superintendent of Schools may take disciplinary action against any school employee up to and including termination of employment based upon the school district’s investigation if the school district’s investigation concludes that an employee engaged in abuse or neglect or otherwise violated the terms and conditions of employment.

Impact of DCF Findings on Mandatory Suspension of School Employees

If the Commissioner of DCF determines that there is reasonable cause to believe that a child has been abused or neglected by a school employee, and has recommended that such employee be placed on the DCF child abuse and neglect registry, the Superintendent shall suspend such employee with pay and without termination of benefits, and, within seventy-two (72) hours after issuance of the suspension, shall notify the Board of Education and the Commissioner of Education or his or her representative of the reasons for and conditions of the suspension. The suspension of a school employee who is employed in a position requiring a certificate shall remain in effect until the Board of Education acts pursuant to §10-151 of the Connecticut General Statutes. The Superintendent shall also disclose those records provided by DCF concerning its investigation to the Commissioner of Education and the Board of Education or its attorney. If the contract of employment of such a certified school employee is terminated as the result of an investigation of abuse or neglect or the employee resigns, the Superintendent shall notify the Commissioner of Education or his or her representative within seventy-two (72) hours after such termination or resignation. The suspension of a non-certified school employee shall remain in effect until the Superintendent of Schools or designee determines the appropriate disciplinary response, up to and including termination of employment.

Prohibitions on Employment

The Board shall NOT employ a person whose employment contract was previously terminated by a board or who resigned from such employment if such person:

Has been convicted of a crime involving an act of child abuse or neglect as described in Conn. Gen. Stat. § 46b-120 or sexual assault against a student being educated by a local or regional board of education or technical high school other than as part of an adult education program as described in Conn. Gen. Stat. §§53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a; or

Has been convicted of the crime of failing to make a mandated report in a timely manner or intentionally and unreasonably interfering with or preventing the making of a mandated report in violation of Conn. Gen. Stat. §17a-101a regardless of whether the allegation of abuse or neglect or sexual assault has been substantiated.
Training

School employees who are mandated reporters and were hired on or after July 1, 2011 shall be required to complete a training program for the accurate and prompt identification and reporting of child abuse and neglect. School employees who are mandated reporters and were hired before July 1, 2011 are required to complete a refresher training program. All mandated reporters shall be required to complete the refresher training program at least once every three years.

Although only mandated reporters are legally required to complete abuse and neglect training and refresher training programs, the Superintendent of Schools, at his or her discretion, may require other school employees to complete such training.

The training and refresher training programs shall be developed and made available by the Commissioner of DCF in accordance with applicable law.

The principal for each school shall annually certify to the Superintendent of Schools that each school employee who is a mandated reporter working at the school is in compliance with the training requirements.

The Superintendent of Schools shall certify that all school employees who are mandated reporters are in compliance with training requirements.

Confidential Rapid Response Team:

The Board hereby establishes a confidential rapid response team to coordinate with the DCF to ensure prompt reporting of suspected abuse or neglect or the suspected sexual assault of a student by a school employee and provide immediate access to information and individuals relevant to the department’s investigation. The team shall consist of the Superintendent of Schools or designee, a teacher, a local police officer and other members designated by the Superintendent.

Child Sexual Abuse and Assault Awareness and Prevention

The Superintendent of Schools is authorized to implement a sexual abuse and assault awareness and prevention program developed by the State Department of Education in accordance with state law. The program should include training for teachers regarding the prevention, identification of and response to child sexual abuse and assault, information on resources to promote awareness, age-appropriate educational materials for students in grades K-12, and use of the uniform child sexual abuse and assault response policy and reporting procedure.

Records and Documentation

All records pertaining to allegations, investigations or reports of child abuse or neglect by a school employee shall be maintained in a central location. Such records shall include any reports made to DCF. The Department of Education shall have access to such records.

The Board shall keep records establishing that school employees have completed training and refresher training programs as required by law.

The Board shall document the annual notification of this policy to school employees.
Retaliation Prohibited

Retaliation against a mandated reporter is prohibited. The Board will not discriminate, discharge or otherwise retaliate against an employee who acts in good faith to comply with this policy and the individual obligations of applicable state law.

Violation of this Policy

Employees who fail to report child abuse or neglect in a timely manner or otherwise violate the requirements of this policy and/or applicable law may face disciplinary action up to and including termination of employment.

Delegation of Authority

The Superintendent is authorized to delegate his or her responsibilities for receiving and making reports, notifying and receiving notification, and conducting investigations to a designee acting on his or her behalf.

Notification of Policy

This policy shall be distributed annually to all school employees.

Legal Risk and Immunity

Under state law, any person who in good faith makes a report of suspected child abuse/neglect is immune from any civil or criminal liability.

Legal References:

Connecticut General Statutes

10-220 Duties of boards of education
10-220a In-service training
10-221s Investigations of child abuse and neglect. Disciplinary action
10-151e Disclosure of teacher records for purposes of an investigation of child abuse or neglect
17a–101 Protection of children from abuse. Mandated reporters. Educational and training programs Model mandated reporting policy
17a–101a Report of abuse, neglect or injury of child or imminent risk of serious harm to child. Penalty for failure to report. Notification of Chief State’s Attorney
17a–101b Oral report by mandated reporter
17a–101c Written report by mandated reporter
17a-101d Contents of oral and written reports

17a-101e. Employer prohibited from discriminating or retaliating against employee who makes good faith report or testifies re child abuse or neglect. Immunity from civil or criminal liability. False report of child abuse. Referral to office of the Chief State’s Attorney. Penalty

17a-101h. Coordination of investigatory activities. Interview with child. Reporter to provide information. Consent of parent, guardian or responsible person

17a-101i Abuse or neglect by school employee or public or private institution or facility providing care for children. Suspension. Termination or resignation. Notification of state’s attorney re conviction. Written policy re mandated reporting. Training programs

17a-101o School employee failure or delay in reporting child abuse or neglect

17a-101p Reports by persons not designated as mandated reporters. Notice to Commissioner of Education

17a-103e Reports of child abuse and neglect by a school employee. Review of records and information

53a-65 Definitions

53a-70 Sexual assault in the first degree: Class B or A felony

53a-70a Aggravated sexual assault in the first degree: Class B or A felony

53a-71 Sexual assault in the second degree: Class C or B felony

53a-72a Sexual assault in the third degree: Class D or C felony

53a-72b Sexual assault in the third degree with a firearm: Class C or B felony

53a-73a Sexual assault in the fourth degree: Class A misdemeanor or class D felony


Public Act 14-196, “An Act Concerning State-Wide Sexual Abuse and Assault Awareness Program

Policy adopted: July 9, 1990
Policy revised: August 2008
Policy revised: February 2012
Policy revised: August 2012
Policy revised: December 2014

**APPENDIX A**

**Operational Definitions of Child Abuse and Neglect**

The purpose of this policy is to provide consistency for staff in defining and identifying operational definitions, evidence of abuse and/or neglect, and examples of adverse impact indicators. The following operational definitions are working definitions and examples of child abuse and neglect as used by the Connecticut Department of Children and Families.

For the purposes of these operational definitions,
• child refers to any person under eighteen (18) years of age, or under twenty-one (21) years of age and in DCF care.
• a person responsible for a child’s health, welfare or care means:
  o the child’s parent, guardian, foster parent, an employee of a public or private residential home, agency or institution or other person legally responsible under State law for the child’s welfare in a residential setting, or any staff person providing out-of-home care, including center-based child day care, family day care, or group day care.
• a person given access to a child is a person who is permitted to have personal interaction with a child by the person responsible for the child’s health, welfare or care or by a person entrusted with the care of a child for the purpose of education, child care, counseling, spiritual guidance, coaching, training, instruction, tutoring or mentoring.

Note: Only a “child” as defined above may be classified as a victim of child abuse and/or neglect, only a “person responsible,” “person given access,” or “person entrusted” as defined above may be classified as a perpetrator of child abuse and/or neglect.

Legal References: Connecticut General Statutes §17a-93; §17a-103; §17a-101, et.seq., as amended by P.A. 11-93; §46b-129.

Physical Abuse

A child may be found to have been physically abused who:

• has been inflicted with physical injury or injuries other than by accidental means;
• is in a condition which is the result of maltreatment such as, but not limited to, malnutrition, sexual molestation, deprivation of necessities, emotional maltreatment or cruel punishment, and/or;
• has injuries at variance with the history given of them.

Evidence of physical abuse includes:

• bruises, scratches, lacerations;
• burns, and/or scalds;
• reddening or blistering of the tissue through application of heat by fire, chemical substances, cigarettes, matches, electricity, scalding water, friction, etc.;
• injuries to bone, muscle, cartilage, ligaments, fractures, dislocations, sprains, strains, displacements, hematomas, etc.;
• head injuries;
• internal injuries;
• death;
• misuse of medical treatments or therapies;
• malnutrition related to acts of commission or omission by an established caregiver resulting in a child’s malnourished state that can be supported by professional medical opinion;
• deprivation of necessities acts of commission or omission by an established caregiver resulting in physical harm to child;
• cruel punishment.

Sexual Abuse/Exploitation/Sexual Abuse/Exploitation.
Sexual Abuse/Exploitation is any incident involving a child's non-accidental exposure to sexual behavior.

Evidence of sexual abuse includes, but is not limited to the following:

- rape
- penetration: digital, penile, or foreign objects
- oral/oral-genital contact
- indecent exposure for the purpose of sexual gratification of the offender, or for purposes of shaming, humiliating, shocking or exerting control over the victim
- incest
- fondling, including kissing, for the purpose of sexual gratification of the offender, or for purposes of shaming, humiliating, shocking or exerting control over the victim
- sexual exploitation, including possession, manufacture, or distribution of child pornography, online enticement of a child for sexual acts, child prostitution, child sex tourism, unsolicited obscene material sent to a child, or misleading domain name to attract a child to an inappropriate website
- coercing or forcing a child to participate in, or be negligently exposed to, pornography and/or sexual behavior
- disease or condition that arises from sexual transmission
- other verbal, written or physical behavior not overtly sexual but likely designed to "groom" a child for future sexual abuse.


Emotional Maltreatment—Abuse—

Emotional Maltreatment—Abuse is:

- act(s), statement(s), or threat(s), which
- has had, or is likely to have an adverse impact on the child; and/or
- interferes with a child's positive emotional development.

Evidence of emotional maltreatment abuse includes, but is not limited to, the following:

- rejecting;
- degrading;
- isolating and/or victimizing a child by means of cruel, unusual, or excessive methods of discipline; and/or
- exposing the child to brutal or intimidating acts or statements.

Indicators of Adverse Impact of emotional maltreatment abuse may include, but are not limited to, the following:

- depression;
- withdrawal;
- low self-esteem;
- anxiety;
- fear;
- aggression/passivity;
- emotional instability;
- sleep disturbances;
Physical Neglect

A child may be found neglected who:

- has been abandoned;
- is being denied proper care and attention physically, educationally, emotionally, or morally;
- is being permitted to live under conditions, circumstances or associations injurious to his well-being; and/or
- has been abused.

Evidence of physical neglect includes, but is not limited to:

- inadequate food;
- malnutrition;
- inadequate clothing;
- inadequate housing or shelter;
- erratic, deviant, or impaired behavior by the person responsible for the child’s health, welfare or care, by a person given access to the child; or by a person entrusted with the child’s care which adversely impacts the child;
- permitting the child to live under conditions, circumstances or associations injurious to his well-being, but not limited to, the following:
  - substance abuse by caregiver, which adversely impacts the child physically;
  - substance abuse by the mother of a newborn child and the newborn has a positive urine or meconium toxicology for drugs;
  - psychiatric problem of the caregiver which adversely impacts the child physically;
  - exposure to family violence which adversely impacts the child physically;
  - exposure to violent events, situations, or persons that would be reasonably judged to compromise a child’s physical safety;
  - non accidental, negligent exposure to drug trafficking and/or individuals engaged in the active abuse of illegal substances;
  - voluntarily and knowingly entrusting the care of a child to individuals who may be disqualified to provide safe care, e.g., persons who are subject to active protective or restraining orders; persons with past history of violent/drug/sex crimes; persons appearing on the Central Registry;
  - non accidental or negligent exposure to pornography or sexual acts;
  - inability to consistently provide the minimum of child caring tasks;
  - inability to provide or maintain a safe living environment;
  - action/inaction resulting in death;
  - abandonment;
  - action/inaction resulting in the child’s failure to thrive;
  - transience;
<p><strong>Medical Neglect</strong></p>

Medical Neglect is the unreasonable delay, refusal, or failure on the part of the person responsible for the child's health, welfare or care or the person entrusted with the child's care to seek, obtain, and/or maintain those services for necessary medical, dental or mental health care when such person knows, or should reasonably be expected to know, that such actions may have an adverse impact on the child.

Evidence of medical neglect includes, but is not limited to:
- frequently missed appointments, therapies or other necessary medical and/or mental health treatments;
- withholding or failing to obtain or maintain medically necessary treatment from a child with life-threatening, acute or chronic medical or mental health conditions; and/or
- withholding medically indicated treatment from disabled infants with life-threatening conditions.

Note: Failure to provide the child with immunizations or routine well-child care in and of itself does not constitute medical neglect.

**Educational Neglect**

Except as noted below, Educational Neglect occurs when, by action or inaction, the parent or person having control of a child five (5) years of age and older and under eighteen (18) years of age who is not a high school graduate

- fails to register the child in school;
- fails to allow the child to attend school or receive home instruction in accordance with CONN. GEN. STAT. §10-184;
- failure to take appropriate steps to ensure regular attendance at school if the child is registered.

Exceptions (in accordance with CONN. GEN. STAT. §10-184):

- A parent or person having control of a child may exercise the option of not sending the child to school at age five (5) or age six (6) years by personally appearing at the school district office and signing an option form. In these cases, educational neglect occurs if the parent or person having control of the child has registered the child at age five (5) or age (6) years and then does not allow the child to attend school or receive home instruction.

Note: Failure to sign a registration option form for such a child is not in and of itself educational neglect;
A parent or person having control of a child sixteen (16) or seventeen (17) years of age may consent to such child's withdrawal from school. Such parent or person shall personally appear at the school district office and sign a withdrawal form.

**Emotional Neglect**

*Emotional Neglect* is the denial of proper care and attention, or failure to respond, to a child's affective needs by the person responsible for the child's health, welfare, or care; by the person given access to the child; or by the person entrusted with the child's care which has an adverse impact on the child or seriously interferes with a child's positive emotional development.

**Evidence of emotional neglect includes, but is not limited to, the following:**

- inappropriate expectations of the child given the child's developmental level;
- failure to provide the child with appropriate support, attention, and affection;
- permitting the child to live under conditions, circumstances, or associations injurious to his well-being including, but not limited to, the following:
  - substance abuse by caregiver, which adversely impacts the child emotionally;
  - psychiatric problem of the caregiver, which adversely impacts the child emotionally;
  - and;
  - exposure to family violence which adversely impacts the child emotionally;

**Indicators may include, but are not limited to, the following:**

- depression;
- withdrawal;
- low self-esteem;
- anxiety;
- fear;
- aggression/passivity;
- emotional instability;
- sleep disturbances;
- somatic complaints with no medical basis;
- inappropriate behavior for age or development;
- suicidal ideations or attempts;
- extreme dependence;
- academic regression;
- trust issues.

**Moral Neglect**

*Moral Neglect:* Exposing, allowing, or encouraging the child to engage in illegal or reprehensible activities by the person responsible for the child's health, welfare, or care; or person given access or person entrusted with the child's care.

**Evidence of Moral Neglect includes, but is not limited to:**

- stealing;
- using drugs and/or alcohol;
- and involving a child in the commission of a crime, directly or by caregiver indifference.

*Appendix B*
INDICATORS OF CHILD ABUSE AND NEGLECT

Indicators of Physical Abuse

HISTORICAL:

- Delay in seeking appropriate care after injury;
- No witnesses;
- Inconsistent or changing descriptions of accident by child and/or parent;
- Child's developmental level inconsistent with history;
- History of prior "accidents";
- Absence of parental concern;
- Child is handicapped (physically, mentally, developmentally) or otherwise perceived as "different" by parent;
- Unexplained school absenteeism;
- History of precipitating crisis

PHYSICAL

- Soft tissue injuries on face, lips, mouth, back, buttocks, thighs or large areas of the torso;
- Clusters of skin lesions; regular patterns consistent with an implement;
- Shape of lesions inconsistent with accidental bruise;
- Bruises/whits in various stages of healing;
- Burn pattern consistent with an implement on sole, palm, back, buttocks and genitalia; symmetrical and/or sharply demarcated edges;
- Fractures/dislocations inconsistent with history;
- Laceration of mouth, lips, gums or eyes;
- Bald patches on scalp;
- Abdominal swelling or vomiting;
- Adult-size human bite mark(s);
- Fading cutaneous lesions noted after weekends or absences;
- Rope marks

BEHAVIORAL

- Wary of physical contact with adults;
- Affection inappropriate for age;
- Extremes in behavior, aggressiveness/withdrawal;
- Expresses fear of parents;
- Reports injury by parent;
- Reluctance to go home;
- Feels responsible (punishment "deserved");
- Poor self-esteem;
- Clothing covers arms and legs even in hot weather

Indicators of Sexual Abuse
HISTORICAL

• Vague somatic complaints;
• Excessive school absences;
• Inadequate supervision at home;
• History of urinary tract infection or vaginitis;
• Complaint of pain; genital, anal or lower back/abdominal;
• Complaint of genital itching;
• Any disclosure of sexual activity, even if contradictory.

PHYSICAL

• Discomfort in walking, sitting;
• Evidence of trauma or lesions in and around mouth;
• Vaginal discharge/vaginitis;
• Vaginal or rectal bleeding;
• Bruises, swelling or lacerations around genitalia, inner thighs;
• Dysuria;
• Vulvitis;
• Any other signs or symptoms of sexually transmitted disease;
• Pregnancy.

BEHAVIORAL

• Low self-esteem;
• Change in eating pattern;
• Unusual new fears;
• Regressive behaviors;
• Personality changes (hostile/aggressive or extreme compliance);
• Depression;
• Decline in school achievement;
• Social withdrawal; poor peer relationship;
• Indicates sophisticated or unusual sexual knowledge for age;
• Seductive behavior, promiscuity or prostitution;
• Substance abuse;
• Suicide ideation or attempt;
• Runaway.

INDICATORS OF EMOTIONAL ABUSE

HISTORICAL

• Parent ignores/isolates/belittles/rejects/ scapegoats child;
• Parent’s expectations inappropriate to child’s development;
• Prior episode(s) of physical abuse;
• Parent perceives child as “different”.
PHYSICAL

- (Frequently none);
- Failure to thrive;
- Speech disorder;
- Lag in physical development;
- Signs/symptoms of physical abuse.

BEHAVIORAL

- Poor self-esteem
- Regressive behavior (sucking, rocking, enuresis)
- Sleep disorders
- Adult behaviors (parenting sibling)
- Antisocial behavior
- Emotional or cognitive developmental delay
- Extremes in behavior—overly aggressive/compliant
- Depression
- Suicide ideation/attempt

Indicators of Physical Neglect

HISTORICAL

- High rate of school absenteeism
- Frequent visits to school nurse with nonspecific complaints
- Inadequate supervision, especially for long periods and for dangerous activities
- Child frequently unattended; locked out of house
- Parental inattention to recommended medical care
- No food intake for 24 hours
- Home substandard (no windows, doors, heat); dirty, infested, obvious hazards
- Family member addicted to drugs/alcohol

PHYSICAL

- Hunger, dehydration
- Poor personal hygiene, unkempt, dirty
- Dental cavities/poor oral hygiene
- Inappropriate clothing for weather/size of child, clothing dirty/always same clothes day after day
- Constant fatigue or listlessness
- Unattended physical or health care needs
- Infestations
- Multiple skin lesions/sores from infection

BEHAVIORAL
- Comes to school early, leaves late;
- Frequent sleeping in class;
- Begging for/stealing food;
- Adult behavior/maturity (parenting siblings);
- Delinquent behaviors;
- Drug/alcohol use/abuse.
Commentary October 2015: Proposed revisions are due to recent changes in the SDE administrative regulations as well as a new law regarding anti-epileptic medications. Revisions to this policy and the administrative regulations must be reviewed and approved by the district’s nurse supervisor and medical advisor.

REGIONAL SCHOOL DISTRICT #10  5141.21

Students

Administration of Student Medications in the Schools

A licensed nurse, or in the absence of such nurse, qualified personnel for schools may administer medication to students in the school system. Administration of medications by qualified personnel for schools shall be under the general supervision of the school nurse and in accordance with a student’s individual medication plan.

Students will be permitted to self-administer medications (including over-the-counter medicinal preparations) only when they follow the procedures established by this policy and obtain prior approval from the school nurse. This requirement applies even to students who are age 18 or older.

Nothing in this policy prohibits parents or guardians from administering medication to their own children on school grounds.

Definitions

For the purpose of this policy, the following definitions shall apply:

“Medication” means any medicinal preparation including over-the-counter, prescription and controlled drugs.

“Administration of Medication” means any one of the following activities:
- Handling, storing, preparing or pouring of medication;
- Conveying it to the student according to the medication order;
- Observing the student inhale, apply, swallow, or self-inject the medication;
- Documenting that the medication was administered;
- Counting remaining doses to verify proper administration and use

“Qualified Personnel for Schools” means principals, teachers, occupational therapists, and physical therapists employed full-time by the Board, coaches, licensed athletic trainers, certain paraprofessionals, as well as directors (or designees), lead teachers and administrators of school readiness programs and before- or after-school programs who have received specialized training in the administration of medication.
"Qualified personnel" (A) for schools means a qualified school employee who is (i) a full time employee, or is (ii) a coach, athletic trainer or school paraprofessional, or (B) for school readiness programs and before- and after-school programs, means the director or director's designee and any lead teachers and school administrators who have been trained in the administration of medication;

"Authorized Prescriber" means a physician, dentist, optometrist, advanced practice registered nurse or physician assistant and, for interscholastic and intramural athletic events only, a podiatrist.

"Self-Administration of Medication" means that the medication is controlled by the student at all times and self managed by the student according to an individual medication plan.

Documentation Required
Prior Except for the emergency administration of epinephrine to students who do not have a written prior authorization or order, prior to any administration of medication to students, the school nurse must be in possession of the following documentation:

1. The written order of an authorized prescriber;
2. The written authorization of a parent, guardian or student who is 18 years of age or older; and
3. The written permission for the exchange of information between the prescriber and the school nurse necessary to ensure safe administration of the medication.

Self-Administration of Medications by Students
Students who have a verified chronic medical condition and are deemed capable to self-administer prescribed emergency medication and other medications, excluding controlled drugs, will be permitted to self-administer such medication provided that:

1. The required documentation for self-administering medication at school includes the following additional items:
   a. The written order must include the recommendation for self-administration by the authorized prescriber;
   b. The written authorization of the parent/guardian or student who is 18 years of age or older for the self-administration of medication;
   c. An assessment by the school nurse that the student is competent to self-administer in the school setting;
   d. An appropriate plan for the self-administration of medication including provisions for general supervision developed by the school nurse.

2. In addition, the Principal and appropriate staff must be informed that the student is self-administering prescribed medication.

3. The medication is transported by the student and maintained under the student’s control in accordance with school policy and the student’s plan.
4. In the case of inhalers for asthma and cartridge injectors for medically diagnosed allergies, the school nurse’s review of a student’s competency to self-administer shall not be used to prevent a student from retaining and self-administering such medication. In such cases, students may retain possession of inhalers or cartridge injectors at all times while attending school and self-administer such medication with only the written authorization of an authorized prescriber and written authorization from a student’s parent or guardian.

Administrative Regulations
The Superintendent of Schools, with the advice and approval of the school medical advisor and the school nurse supervisor shall develop administrative regulations to implement this policy. The regulations shall address the following topics:

1. Administration of medications by qualified personnel for schools
2. Limitations of LPNs, paraprofessionals, coaches and athletic trainers
3. School readiness and before- or after-school programs
4. Training and supervision of qualified school personnel
5. Self-administration of medications by students
6. Procedures in the event of a medication emergency
7. Handling, storage and disposal of medications
8. Documentation and record-keeping
9. Notification and documentation of errors in the administration of medication
10. Procedures for the administration of epinephrine by qualified school employees for the purpose of emergency first aid to students who experience allergic reactions and who do not have a prior written authorization for the administration of epinephrine

Biennial Review of Policy and Regulations
This policy and administrative regulations shall be reviewed and revised biennially with the advice and approval of the school medical advisor, school nurse supervisor or other qualified licensed physician.

Legal Reference: Connecticut General Statutes
10-212. School nurses and nurse practitioners. Administration of medications by parents or guardians on school grounds.
10-212a Administration of medications in schools, at athletic events and to children in school readiness programs

Regulations of Connecticut State Agencies
10-212a-1 to 10-212a-10, Administration of Medications by School Personnel and Administration of Medication During Before- and After-School Programs and School Readiness Programs

Policy approved: November, 1996
Assessment of Student's Capacity to Self-Administer Medications

Name of Student: ___________________________ Date: _______________________

School: ___________________________ Grade: ______ Age: ______

Medication: ____________________________________________________________

Basis of assessment (check all that apply):

□ review of records  □ interview of student  □ discussion with parent/guardian
□ consultation with authorized prescriber  □ consultation with medical advisor  □ other: ________________________

Y / N Does the authorized prescriber’s written order include a recommendation for self-administration?

Y / N Has the parent, guardian or student who is 18 years of age or older provided written authorization for self-administration?

Y / N Is this student capable of identifying and selecting the appropriate medication by size, color, amount, or other label identification?

Y / N Does this student knows the frequency and time of day for which the medication is ordered?

Y / N Can this student identify the presenting symptoms that require medication?

Y / N Does this student administer the medication appropriately?

Y / N Can this student maintain safe control of the medication at all times?

Y / N Will this student seek adult supervision whenever warranted?

Y / N Does this student cooperate with the established medication plan?

If the medication is a controlled substance:

Y / N Is there an extraordinary situation requiring self-administration? If yes, please identify:

Y / N Has the Medical Advisor approved the self-administration?

Y / N Has an appropriate plan been developed?

ACTIVE/76065.2/SSCOTT/5407908v1
REGIONAL SCHOOL DISTRICT #10

Students

Health Assessments and Immunizations

The Board recognizes the importance of periodic health assessments according to state health regulations.

To determine health status of students, facilitate the removal of handicap to learning, and find out whether some special adaptation of the school program may be necessary, the Board of Education may request that students have health assessments.

*The purpose of such assessments is to ascertain whether a student is suffering from any physical disability tending to prevent such student from receiving the full benefit of school work and to ascertain whether such school work should be modified in order to prevent injury to the student or to secure for the student a suitable program of education.*

The Board of Education adheres to those state laws that pertain to school immunizations and health assessments. The Board may deny continued attendance in school to any student who fails to obtain the health assessments required under CGS 10-206.

Parents wishing their children exempted or excused from health assessments may request such exemption to the Superintendent of Schools in writing. This request must be signed by the parent or guardian.

*Students may be exempt from immunization requirements only in accordance with state law. To claim a religious exemption, an exemption form must be submitted to the school nurse before enrolling the student for the first time and before entering seventh grade. The exemption form must be submitted with an properly signed acknowledgement.*

No record of any student medical assessment may be open to the public.

Legal Reference: Connecticut General Statutes

10-204 Vaccination
10-204a Required immunizations
10-205 Appointment of school medical advisors
10-206 Health Assessments
10-206a Free health assessment
10-207 Duties of medical advisors
10-208 Exemption from examination or treatment
10-209 Records not to be public
10-212 School nurses
Health Services

Screenings
Vision screening is now only required for grades K and 3-5; Hearing screening is now only required for grades 1 and 3-5; Postural screening is now only required for female students in grade 5 AND 7, male students in grades 9 OR 10.

If any of the required screenings for vision, hearing or posture are not done, the school must provide the parent/guardian a notice briefly explaining why the student did not receive the screening.

Policy adopted: September 17, 1990
Policy reviewed: July 1, 2009


ACTIVE/76065.2/SSCOTT/5407779v1
State of Connecticut
Department of Public Health
Religious Exemption Statement

(Printed full, legal name of student)

I, the undersigned, do hereby swear or affirm, as the case may be as follows:

1. I am making this Religious Exemption Statement pursuant to Conn. Gen. Stat. § 10-204a so that the student may enroll in school for the first time or enter seventh grade at __________________________ school.

2. I am the lawful □ parent □ guardian of the student.

3. Immunizing said student would be contrary to □ student’s □ parent’s □ guardian’s religious beliefs.

4. I understand that by claiming this exemption the student shall be exempt from the immunizations required by Conn. Gen. Stat. §§ 10-204a and 19a-7f.

5. I understand that during a vaccine-preventable disease outbreak at the above-identified school, all susceptible children, including the student will be excluded from school if a public health official determines that the school is a significant site for disease exposure, transmission and spread into the community. In such case, such children, including the student shall be excluded from school until: (1) the public health official determines that the outbreak danger has ended; (2) the child becomes ill with the disease and completely recovers from it; (3) the child is vaccinated according to public health protocol; or (4) the child has proof of immunity to the disease.

Name(s) of Parent(s)   Signature of Parent(s)/Guardian(s)   Date

Name(s) of Parent(s)   Signature of Parent(s)/Guardian(s)   Date

Address (Street & House or Apt. no.)   Telephone(s) no.

City, State and Zip Code

TO CLAIM A RELIGIOUS EXEMPTION, AN EXEMPTION FORM MUST BE SUBMITTED TO THE PUBLIC OR NON-PUBLIC SCHOOL BEFORE ENROLLING IN THE SCHOOL FOR THE FIRST TIME AND BEFORE ENTERING SEVENTH (7TH) GRADE.
ACKNOWLEDGEMENT

STATE OF CONNECTICUT  ss:
COUNTY OF

On this the day of , before me, , the undersigned officer, personally appeared known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that he or she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

__________________________
Judge
Family Support Magistrate
Clerk/Deputy Clerk (include seal)
Town Clerk
Notary Public My Commission expires ( )
Justice of the Peace
Commissioner of the Superior Court (bar no. )
School Nurse (license no. )
REGIONAL SCHOOL DISTRICT #10
REGULAR MEETINGS OF THE BOARD OF EDUCATION
2016-2017 SCHEDULE

<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 22, 2016</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
</tr>
<tr>
<td>September 12</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
</tr>
<tr>
<td>October 3</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
</tr>
<tr>
<td>November 14</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
</tr>
<tr>
<td>December 12</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
</tr>
<tr>
<td>January 9, 2017</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
</tr>
<tr>
<td>February 13</td>
<td>7:00 p.m.</td>
<td>LSM Auditorium</td>
</tr>
<tr>
<td>March 13</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
</tr>
<tr>
<td>April 3</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
</tr>
<tr>
<td>May 8</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
</tr>
<tr>
<td>June 12</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
</tr>
<tr>
<td>July 10</td>
<td>7:00 p.m.</td>
<td>The Learning Center</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event</th>
<th>Time</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Budget Hearing</td>
<td>7:00 p.m.</td>
<td>Monday, March 27, 2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Learning Center</td>
</tr>
<tr>
<td>Annual Budget Meeting</td>
<td>7:00 p.m.</td>
<td>Monday, May 1, 2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Learning Center</td>
</tr>
<tr>
<td>Possible Referendum Date</td>
<td>6 a.m.-8 p.m.</td>
<td>Tuesday, May 2, 2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Town Halls</td>
</tr>
</tbody>
</table>

Board Approved xx/xx/xxxx
### REGIONAL SCHOOL DISTRICT #10

**Budget Transfers**

**Board Approval Form**

<table>
<thead>
<tr>
<th>School</th>
<th>Department</th>
<th>From Account 1</th>
<th>To Account 1</th>
<th>Reason for Request</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>LSM/HB</td>
<td>Math</td>
<td>100-09-1130-08-640</td>
<td>100-09-1130-08-610</td>
<td>We currently have $2,251.87 in our LSM Textbooks budget (I believe), which was saved when Alyse discovered that the AP Stats books purchased for August had a deep discount and free samples. Since we do not plan on purchasing more textbooks for this school year (perhaps next year), I would like to transfer money into the following accounts — LSM Supplies, HEMS Supplies, and into Pam’s Workshop/Conferences fund.</td>
<td>600.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100-07-1120-08-610</td>
<td></td>
<td>I propose that $600 go to each of the LSM and HEMS Supplies. This will allow me to purchase graphing calculators (at $100 each) and extra Bridges materials (manipulatives for in-class work) for both the high school and middle school. We are hoping to look into getting a set of iPads for Tony Geraci (our interventionist) to use with his students, but this may be a Lehn question eventually.</td>
<td>600.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supplies</td>
<td></td>
<td>I also propose that $1,000 be put into Pam Lazarodi’s workshops/conferences fund that she uses to pay for teacher professional development. There are several workshops that were requested by my math department at LSM — One was a workshop on Classroom Management and School Climate and the other is on Higher Order Questioning techniques. Both teachers plan to share out what they learn to the department and other staff and both of these workshops reflect their goals for the school year. Several teachers in our department have also attended SAT Redesign workshops, which are relevant to our upcoming assessment, but do require both a $30 registration and a substitute teacher for the day. Since we want to provide these opportunities to teachers, I am proposing we use this textbook money to create more professional development.</td>
<td>1,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100-09-2210-80-580</td>
<td>Professional Development</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HB</td>
<td>Reading</td>
<td>100-07-1120-11-611</td>
<td>100-07-1120-11-640</td>
<td>Materials for special education students, LLI Blue Kits</td>
<td>1,200.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Software</td>
<td>Supplies and Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>100-09-1130-12-610</td>
<td>100-09-1130-12-640</td>
<td>Additional Level 2 chemistry books, more students transferred from level 1 to level 2 need a few for sped students and tutor students on medical absences</td>
<td>650.00</td>
</tr>
<tr>
<td></td>
<td>Science</td>
<td>Supplies</td>
<td>Textbooks</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Transfers for November 2015**

| Amount | 4,050.00 |

**Board of Education Approval**

**Date**
Students

Use of Restraint and Seclusion

The Board of Education believes that maintaining an orderly, safe environment is conducive to learning and is an appropriate expectation of all staff members within the district. To the extent that staff actions comply with all applicable statutes and Board policy governing the use of physical force, including physical restraint of students and seclusion of students, staff members will have the full support of the Board of Education in their efforts to maintain a safe environment.

The Board recognizes that there are times when it becomes necessary for staff to use reasonable restraint or place a student in seclusion as an emergency intervention to protect the student or others from immediate or imminent injury. Emergency restraint or seclusion shall not be used for discipline or convenience or as a substitute for a less restrictive alternative.

Definitions

Life-threatening physical restraint means any physical restraint or hold of a person that restricts the flow of air into a person’s lungs, whether by chest compression or any other means, or immobilizes or reduces the free movement of a person’s arms, legs or head while the person is in the prone position.

Psychopharmacologic agent means any medication that affects the central nervous system, influencing thinking, emotion or behavior.

Physical restraint means any mechanical or personal restriction that immobilizes or reduces the free movement of a person’s arms, legs or head. Excluded from this definition is briefly holding a person in order to calm or comfort the person; restraint involving the minimum contact necessary to safely escort a person from one area to another; medical devices including but not limited to, supports prescribed by a health care provider to achieve proper body position or balance; helmets or other protective gear used to protect a person from injuries due to a fall; or helmets, mitts and similar devices used to prevent self-injury when the device is part of a documented treatment plan or individualized education program pursuant to Connecticut’s special education laws or prescribed or recommended by a medical professional and is the least restrictive means to prevent such self-injury.

School employee means a teacher, substitute teacher, school administrator, Superintendent, guidance counselor, psychologist, social worker, nurse, physician, school paraprofessional, or coach employed by the Board or any other individual who, in the performance of his/her duties has regular contact with students and who provides services to or on behalf of students enrolled in the district’s schools, pursuant to a contract with the Board.

Seclusion means the involuntary confinement of a student in a room, with or without staff supervision, in a manner that prevents the student from leaving.

Student means a child (A) enrolled in grades kindergarten to twelve, inclusive, in a public
school under the jurisdiction of a local or regional Board of Education, (B) receiving special education and related services in an institution or facility operating under contract with a local or regional Board of Education, (C) enrolled in a program or school administered by a regional education service center, or (D) receiving special education and related services from an approved private special education program, but shall not include any child receiving educational services from Unified School District #2 or the Department of Mental Health and Addiction Services.

**Conditions Pertaining to the Use of Physical Restraint and/or Seclusion**

A. School employees shall not use a life-threatening physical restraint on a student. No school employee shall use a physical restraint on a student except as an emergency intervention to prevent immediate or imminent injury to the student or to others, provided the restraint is not used for discipline or convenience and is not used as a substitute for a less restrictive alternative. A student who is physically restrained shall be continually monitored by a school employee. The monitoring must be conducted by direct observation of the student, or by video provided the video monitoring occurs close enough for the monitor to provide assistance, if needed.

B. If any instance of physical restraint or seclusion of a student exceeds fifteen minutes an administrator or his/her designee, or a school health or mental health personnel, or a board certified behavioral analyst, who has received training in the use of physical restraint and seclusion shall determine whether continued physical restraint or seclusion is necessary to prevent immediate or imminent injury to the student or to others. Upon a determination that such continued physical restraint or seclusion is necessary, such individual shall make a new determination every thirty minutes thereafter regarding whether such physical restraint or seclusion is necessary to prevent immediate or imminent injury to the student or to others.

C. No student shall be placed in seclusion unless:

   a. The use of seclusion is as an emergency intervention to prevent immediate or imminent injury to the student or to others, provided the seclusion is not used for discipline or convenience and is not used as a substitute for a less restrictive alternative.

   b. Such student is frequently monitored by a school employee during the period of such student’s seclusion. Any student placed in seclusion or restrained shall be regularly evaluated by a school employee for indications of physical distress. The school employee conducting the evaluation shall enter each evaluation in the student’s educational record. Monitor shall mean by direct observation or by observation using video monitoring within physical proximity sufficient to provide aid as may be required.
c. The area in which such student is secluded is equipped with a window or other fixture allowing the student a clear line of sight beyond the area of seclusion. Other specifications for the room in which seclusion takes place shall comply with State regulations.

D. School employees may not use a psychopharmacologic agent on a student without that student's consent except (1) as an emergency intervention to prevent immediate or imminent injury to the student or to others, or (2) as an integral part of the student's established medical or behavioral support or educational plan, as developed consistent with Section 17a-543 of the Connecticut General Statutes or, if no such plan has been developed, as part of a licensed practitioner's initial orders. The use of psychopharmacologic agents, alone or in combination, may be used only in doses that are therapeutically appropriate and not as a substitute for other appropriate treatment.

E. In the event that physical restraint or seclusion is used on a student four or more times within twenty school days:

a. An administrator, one or more of such student's teachers, the parent/guardian of such student and, if any, a mental health professional shall convene for the purpose of:

i. Conducting or revising a behavioral assessment of the student;
ii. Creating or revising any applicable behavioral intervention plan; and
iii. Determining whether such student may require special education.

b. If such student is a child requiring special education or is a child being evaluated for eligibility for special education and awaiting a determination, such student's planning and placement team shall convene for the purpose of (1) conducting or revising a behavioral assessment of the student, and (2) creating or revising any applicable behavioral intervention plan, including, but not limited to, such student's individualized education plan.

F. The parent/guardian of a student who is placed in physical restraint or seclusion shall be notified not later than twenty-four hours after the student is placed in physical restraint or seclusion. A reasonable effort shall be made to provide such notification immediately after such physical restraint or seclusion is initiated.

G. School employees shall not use a physical restraint on a student or place a student in seclusion unless he/she has received training on the proper means for performing such physical restraint or seclusion.

H. Beginning July 1, 2016, the Board of Education, and each institution or facility operating under contract with the Board to provide special education for children, including any approved private special education program, shall:

a. Record each instance of the use of physical restraint or seclusion on a student;
b. Specify whether the use of seclusion was in accordance with an individualized education program;
c. Specify the nature of the emergency that necessitated the use of such physical restraint or seclusion; and
d. Include such information in an annual compilation on its use of such restraint and seclusion on students.

I. The Board and institutions or facilities operating under contract with the Board to provide special education for children, including any approved private special education program shall provide such annual compilation to the Department of Education in order to examine incidents of physical restraint and seclusion in schools.

J. Any use of physical restraint or seclusion on a student shall be documented in the student's educational record. The documentation shall include:

a. The nature of the emergency and what other steps, including attempts at verbal de-escalation, were taken to prevent the emergency from arising if there were indications that such an emergency was likely to arise; and

b. A detailed description of the nature of the restraint or seclusion, the duration of such restraint or seclusion and the effect of such restraint or seclusion on the student's established educational plan.

K. Any incident of the use of restraint or seclusion that results in physical injury to a student shall be reported to the State Board of Education.

**Required Training and Prevention Training Plan**

Training shall be provided by the Board to school professionals, paraprofessional staff members and administrators regarding physical restraint and seclusion of students. Such training shall be phased in over a period of three years beginning with the school year commencing July 1, 2015, and shall include, but not be limited to:

1. An overview of the relevant laws and regulations regarding the use of physical restraint and seclusion on students.

2. The creation of a plan by which the Board will provide school professionals, paraprofessional staff members and administrators with training and professional development regarding the prevention of incidents requiring physical restraint or seclusion of students.

   Such plan is to be implemented not later than July 1, 2017, and must include a provision to require the training of all school professionals, paraprofessional staff members and administrators in the prevention of such incidents not later than July 1, 2019 and periodically thereafter as prescribed by the Commissioner of Education.

3. The Board will create a plan, to be implemented not later than July 1, 2017, requiring the training of all school professionals, paraprofessional staff members and administrators by regarding the proper means of physically restraining or secluding a student, including, but not limited to:

   a. Various types of physical restraint and seclusion;

   b. The differences between life-threatening physical restraint and other varying levels of physical restraint;
c. The differences between permissible physical restraint and pain compliance techniques; and

d. Monitoring methods to prevent harm to a student who is physically restrained or in seclusion, including training in the proper means of physically restraining or secluding a student.

**Crisis Intervention Teams**

By July 1, 2015, and each school year thereafter, the Board requires each school in the District to identify a crisis intervention team. Such team shall consist of school professionals, paraprofessional staff members and administrators trained in the use of physical restraint and seclusion.

Such teams shall respond to any incident in which the use of physical restraint or seclusion may be necessary as an emergency intervention to prevent immediate or imminent injury to a student or to others.

Each member of the crisis intervention team shall be recertified in the use of physical restraint and seclusion on an annual basis.

**Dissemination of Policy**

This policy and its procedures shall be made available on the District’s website and in the Board’s procedural manual. The policy shall be updated not later than sixty (60) days after the adoption or revision of regulations promulgated by the State Board of Education.

Nothing in this policy is intended to interfere with the Board’s obligation to provide a safe school setting in accordance with Connecticut General Statutes §10-220. In addition, nothing in this policy shall prevent school personnel from using reasonable physical force upon a student in a manner consistent with state law, when and to the extent such person reasonably believes force to be necessary to (A) protect him/herself or others from immediate physical injury, (B) obtain possession of a dangerous instrument or controlled substance, as defined by law, upon or within the control of such minor, (C) protect property from physical damage or (D) restrain such student or remove such student to another area, to maintain order.

(cf. 4148/4248 - Employee Protection)
(cf. 5141.23 - Students with Special Health Care Needs)

**Legal Reference:**

Connecticut General Statutes

10-76b State supervision of special education programs and services.

10-76d Duties and powers of boards of education to provide special education programs and services.

53a-18 Use of reasonable physical force or deadly physical force generally.

53a-19 Use of physical force in defense of person.
53a-20 Use of physical force in defense of premises.
53a-21 Use of physical force in defense of property.

PA 15-141 An Act Concerning Seclusion and Restraint in Schools.

State Board of Education Regulations Sections 10-76b-5 through 10-76b-11.
**DRAFT as of 12-14-2015**

**FACILITIES COMMITTEE**
Beitman, Alan  
Burritt, Janet  
Fortin, Dave  
Laone, Sue  
Martinotti, Rob  
Omichinski, Paul (BoE)  
Sadecki, Ron  

**FINANCE COMMITTEE**
Beitman, Alan  
Fausel, Torn  
Guillemette, Bruce  
Laone, Susan  
Omichinski, Paul  
Penn, Phil  

**CURRICULUM COMMITTEE**
Baccaro, Susan  
Bergstrom, Kirsten  
Bogen, Peter  
Burke, Cheri  
Carabis, Linda  
Coville, Eileen  
Fountain, Jillian  
Gedney, Jack  
Grappone, Maria  
Ouellette, Silvia  
Parente, Ellie (BoE)  
Rouleau, Martha  
Vecchitto, John  

**CREC REPRESENTATIVE**
John Vecchitto  

**TECHNOLOGY**  
(established 6.8.15)  
Fausel, Thomas  
Guillemette, Bruce  
Rewenko, Corey  
Vecchitto, John  

**SUPERINTENDENT’S EVALUATION**
Omichinski, Paul  
Baccaro, Susan  
Joiner, Brooke