

Board of Education Regular Meeting

Monday, July 17, 2017 7:30 PM

Weston Middle School Library, 24 School Road, Weston, CT 06883-1623

I. CALL TO ORDER, VERIFICATION OF QUORUM

II. EXECUTIVE SESSION

- A. Discussion of Superintendent of Schools' Contract

III. RESUME PUBLIC SESSION

IV. PLEDGE OF ALLEGIANCE

V. APPROVAL OF MINUTES

- A. Approval of Minutes from May 15 Executive and Regular Session
- B. Approval of Minutes from June 19 Executive and Regular Session

VI. PUBLIC COMMENT

VII. NEW BUSINESS

- A. Retirements
- B. Resignations
- C. Discussion and Vote on Superintendent of School's Contract
- D. Review of Board and Superintendent Roles and Responsibilities Regarding Staff Evaluation and Discipline

VIII. OLD BUSINESS

- A. Weston Board of Education Policies, Regulations, and Bylaws
 - 1. Second Reading of Weston Board of Education Policy 6147, Curricular Exemptions
 - 2. Second Reading of Weston Board of Education Proposed Policy 4112.8, Nepotism
 - 3. Second Reading of Board of Education Proposed Policy 4218.3, Duties (Non-Certified)

IX. SUPERINTENDENT'S REPORT

- A. District Update

X. COMMITTEE REPORTS

- A. Communications Committee
- B. Curriculum Committee
- C. Facilities Committee

D. Finance Committee

E. Policy Committee

F. Negotiations Committee

G. CES

H. CAFE

I. Weston Education Foundation

XI. WRITTEN REPORTS

A. Principals' Reports

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

A. Regular Session on August 21, 2017 at 7:30 p.m.

B. Review of Pending Agenda Items for Next Meeting

XIII. ADJOURNMENT

Weston Public Schools
 Board of Education Special Meeting
 Weston Middle School Library Resource Center
 May 15, 2017

Attendance:

Ellen Uzenoff, Chairperson	Dr. William McKersie, Superintendent
Denise Harvey, Vice Chairperson	Dr. Kenneth Craw, Assistant Superintendent of Curriculum and Instruction
Elise Major, Secretary/Treasurer	Mr. Lewis Brey, Director of Human Resources and Internal Counsel
Gina Albert	Dr. Craig Tunks, Director of Digital Learning and Innovation
Jacqueline Blechinger	Ms. Lois Pernice, Director of Pupil Personnel Services
Dan McNeill	Mr. Richard Rudl, Director of Finance and Operations
Sara Spaulding	Cameron Isaacs, Student BOE Representative
	Alex Fruhbeis, Student BOE Representative

I. CALL TO ORDER, VERIFICATION OF QUORUM
 Ellen Uzenoff, Board Chairperson

II. EXECUTIVE SESSION

1. Matters Pertaining to Personnel

A. Discussion of Salary Increase for the District Medical Advisor

B. Discussion of Salary Increases for:

- **Transportation/Energy Coordinator;**
- **Nursing Supervisor;**
- **Confidential Administrative Assistant for the Superintendent;**
- **Administrative Assistant for the Assistant Superintendent of Schools;**
- **Administrative Assistant for the Director of Pupil Personnel Services;**
- **Confidential Administrative Assistant for the Director of Human Resources;**
- **Administrative Assistant for the Director of Digital Learning and Innovation;**
- **Confidential Administrative Assistant for the Directors of Finance and Operations, and Facilities;**
- **Payroll and Benefits Coordinator;**
- **Accounts Payable/Accounts Receivable;**
- **High School Bookkeeper;**

- **Athletic Trainer (2);**
- **Coordinator of Innovation Technology and Strategic Services;**
- **Systems Administrator;**
- **District Data Coordinator;**
- **Finance Coordinator;**
- **Board Certified Behavioral Analyst;**
- **Behavioral Specialist;**
- **Vocational Therapist;**
- **Unaffiliated Bus Aides (4); and**
- **Unaffiliated Special Education Drivers (3)**

C. Discussion regarding matters pertaining to a leave of absence request.

2. Discussion of Memorandum of Understanding with AFSCME.

III. RESUME PUBLIC SESSION, PLEDGE OF ALLEGIANCE

IV. RECOGNITION

1. Mrs. Uzenoff, Board Chair, recognized Philip Schaefer for his 14 years of service to the Weston Board of Education.

Motion: Moved that the Weston Board of Education recognizes Philip Schaefer for 14 years of outstanding service to the students, families, and staff of Weston Public Schools. Motion by Ms. Major, second by Ms. Spaulding; all in favor. (7-0)

2. CABA Student Leadership Award

Mr. Dan Doak, Weston Middle School Principal, introduced Weston Middle School students Liam Cavicchia and Chase Isaacs, and Mrs. Lisa Deorio, Weston High School Principal, introduced Weston High School students Alexander Fruhbeis and Cameron Isaacs who have been awarded Student Leadership Awards by the Connecticut Association of Boards of Education.

Motion: Moved that the Weston Board of Education recognizes Weston Middle School students Liam Cavicchia and Chase Isaacs and Weston High School students Alexander Fruhbeis and Cameron Isaacs for being chosen to receive CABA's Student Leadership Award. Motion by Ms. Major, second by Mr. McNeill; all in favor. (7-0)

3. Dr. McKersie presented the 2017 CT Music Educators Association participants for All State Orchestra, All State Jazz Band, All State Concert Band, and All State Chorus.

Motion: Moved that the Weston Board of Education recognizes the 2017 CT Music Educators Association participants for All State Orchestra, All State Jazz Band, All State Concert Band, and All State Chorus. Motion by Ms. Harvey, second by Ms. Spaulding; all in favor. (7-0)

4. Dr. McKersie introduced Weston High School Students Sofia Bara, Lauren Rivera, and Jessica Wang, who were selected as one of the top winners in the

School for Ethical Education's (SEE) 2016-17 Academic Integrity Public Service Announcement (PSA) Contest.

Motion: Moved that the Weston Board of Education recognizes Sofia Bara, Lauren Rivera, and Jessica Wang, who were selected as one of the top winners in the School for Ethical Education's (SEE) 2016-17 Academic Integrity Public Service Announcement (PSA) Contest. Motion by Ms. Major, second by Mrs. Blechinger; all in favor. (7-0)

5. The Board of Education honored its Student Representatives

Dr. William McKersie, Superintendent of Schools, and Ms. Ellen Uzenoff, Board Chair, honored the 2016-2017 Board of Education Student Representatives.

Motion: Moved that the Board of Education recognizes Cameron Isaacs and Alexander Fruhbeis for serving as the 2016-2017 Weston Board of Education Student Representatives. Motion by Ms. Major, second by Ms. Albert; all in favor. (7-0)

V. APPROVAL OF MINUTES

1. The Board voted to approve the minutes from April 24 Executive and Regular.

Motion: Moved that the Weston Board of Education approves the minutes of the April 24 Executive and Regular Session. Motion by Ms. Major, second by Ms. Spaulding; 6 in favor – Mrs. Uzenoff, Ms. Major, Ms. Spaulding, Mr. McNeill, Mrs. Blechinger, Ms. Albert; 1 abstained – Ms. Harvey. (6-0-1)

VI. PUBLIC COMMENT-no comments

VII. STUDENT BOARD OF EDUCATION REPRESENTATIVE COMMENTS

Alex Fruhbeis mentioned that seniors are participating in their internship currently and getting ready for graduation. He mentioned how proud he is of all that was accomplished this year within Weston High School and the local community. Cameron Isaacs said having a role within the District's Board of Education was a key factor in all that they were able to accomplish this year. Having firsthand experience working with the Board of Education was extremely beneficial and thanked the Board for all they do on behalf of the school and community.

VIII. NEW BUSINESS

1. Discussion of Annual Instructional Update

Dr. Craw, Assistant Superintendent, reviewed the Annual Instructional Update. All Curriculum Instructional Leaders presented their subject area reports to the Board Curriculum Committee at the May 10, 2017 meeting. Dr. McKersie mentioned the CIL review process that had taken place this year.

2. Presentation of 2017 Youth Survey Report on Drugs and Alcohol

Ms. Pernice, Director of Pupil Services, and Dr. Archie Swindell from Positive Directions, presented the 2017 Youth Survey Report on Drugs and Alcohol. The parent survey will be forthcoming. Dr. McKersie mentioned a superintendent's

wellness group, made up of area superintendents, who met to discuss coordinated efforts in providing healthy learning environments within our schools.

3. Introduction of Drug and Alcohol Action Plan

Dr. McKersie, Ms. Pernice, Mrs. Deorio, and Mr. Doak introduced the Drug and Alcohol Action Plan. The Drug and Alcohol Task Force that has been assembled will be direct and purposeful with their approach by not only addressing healthy learning environments, but working to better equip students to deal with underage drinking and drug use. The Task Force will be working in collaboration with schools and community organizations to deal with issues and create solutions for our students.

4. Retirements

Motion: Moved that the Weston Board of Education notes the retirement of the following certified staff effective June 14, 2016:

- *Steven Santora, 1.0 FTE Physical Education Teacher*
- Motion by Ms. Major, second by Ms. Albert; 6 in favor – Mrs. Uzenoff, Ms. Harvey, Ms. Spaulding, Mr. McNeill, Mrs. Blechinger, Ms. Albert; 1 abstained – Ms. Harvey. (6-0-1)*

5. Resignation

Motion: Moved that the Weston Board of Education notes the resignation of: Jennifer Gumpert, 1.0 FTE Special Education Teacher, Kellie Haggerty, 1.0 FTE Elementary Teacher, and Alison Margo, 1.0 elementary Teacher, effective June 30, 2017. Motion by Ms. Major, second by Mr. McNeill; 6 in favor – Mrs. Uzenoff, Ms. Harvey, Ms. Spaulding, Mr. McNeill, Mrs. Blechinger, Ms. Albert; 1 abstained – Ms. Harvey. (6-0-1)

6. Appointment of District Medical Advisor for 2017-2018

7. Discussion and approval of salary increases for

- **Transportation/Energy Coordinator;**
- **Nursing Supervisor;**
- **Confidential Administrative Assistant for the Superintendent;**
- **Administrative Assistant for the Assistant Superintendent of Schools;**
- **Assistant for the Director of Pupil Personnel Services;**
- **Confidential Administrative Assistant for the Director of Human Resources;**
- **Administrative Assistant for the Director of Digital Learning and Innovation;**
- **Confidential Administrative Assistant for the Directors of Finance and Operations, and Facilities;**
- **Payroll and Benefits Coordinator;**
- **Accounts Payable/Accounts Receivable;**
- **High School Bookkeeper;**

- **Athletic Trainer (2);**
- **Coordinator of Innovation Technology and Strategic Services;**
- **Systems Administrator;**
- **District Data Coordinator;**
- **Finance Coordinator;**
- **Board Certified Behavioral Analyst;**
- **Behavioral Specialist;**
- **Vocational Therapist;**
- **Unaffiliated Bus Aides (4); and**
- **Unaffiliated Special Education Drivers (3)**

Motion: Moved that the Weston Board of Education postpones appointment of District Medical Advisor for 2017-2018 and discussion and approval of salary increases as mentioned above, until June 19, 2017 Board of Education Meeting. Motion by Ms. Major, second by Mrs. Blechinger; all in favor. (7-0)

8. Leave of Absence Request

Motion: Moved that the Weston Board of Education approves a one year leave of absence to Christine Fernandez for the 2017-2018 school year. Motion by Ms. Major, second by Ms. Albert; all in favor. (7-0)

9. Ratify the Memorandum of Understanding between Weston Board of Education and AFSCME

Motion: Moved that the Weston Board of Education ratifies the Memorandum of Understanding between the Board and AFSCME as presented by the Administration. Motion by Ms. Blechinger, second by Ms. Major; all in favor. (7-0)

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a first reading of Weston Board of Education proposed Policy 5141.45, Child Sexual Abuse and Assault. Safe School Climate Specialists will be named in the second reading of Policy 5141.45.

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a first reading of Weston Board of Education proposed Policy and Administrative Regulation 1257, External Defibrillators. Due to events held in the schools in the evening, a request was made to have custodians trained in external defibrillator use.

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a first reading of Weston Board of Education proposed Policy 4253, Vacation Holidays.

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a first reading of Weston Board of Education proposed Administrative Regulation 1411, Questioning and Arrests by Law Enforcement.

14. Discussion and Vote on 2017-2018 Board of Education Meeting Dates

Mrs. Ellen Uzenoff, Board Chairperson, reviewed the dates for the 2017-2018 Board meetings and changes from last year's meeting schedule.

Motion: Moved that the Weston Board of Education approves the proposed Board of Education meeting schedule for the 2017-2018 school year. Motion by Ms. Major, second by Ms. Harvey; all in favor. (7-0)

15. Tenth FY 2017 Financial Update and Approval of Transfers

Mr. Rudl, Director of Finance and Operations, provided a monthly financial update. Transfers were presented for approval totaling \$112,703, seven of which were in excess of \$5,000.

Motion: Moved that the Weston Board of Education approves the transfers as presented by Mr. Rudl in the tenth FY 2017 financial update. Motion by Ms. Harvey, second by Ms. Blechinger; all in favor. (7-0)

IX. OLD BUSINESS

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a second reading of Weston Board of Education proposed Policy and Administrative Regulation 1312, Public Complaints.

Motion: Moved that the Weston Board of Education approves proposed Policy and Administrative Regulation 1312, Public Complaints. Motion by Ms. Major, second by Mr. McNeill; all in favor. (7-0)

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a second reading of Weston Board of Education proposed Policy 4153, Family and Medical Leave.

Motion: Moved that the Weston Board of Education approves proposed Policy 4153, Family and Medical Leave. Motion by Ms. Albert, second by Ms. Harvey; all in favor. (7-0)

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a second reading of Weston Board of Education proposed Policy and Administrative Regulation 4118.13, Disability Accommodations and Discrimination.

Motion: Moved that the Weston Board of Education approves proposed Policy and Administrative Regulation 4118.13, Disability Accommodations and Discrimination. Motion by Ms. Major, second by Ms. Harvey; all in favor. (7-0)

X. SUPERINTENDENT'S REPORT

1. District Update

Dr. McKersie noted that the Dates to Remember document, provided to the Board, will be sent weekly. The District will hold a Realtor's Open House on May 24 at Weston High School. A new Welcome to Weston pamphlet has been generated in conjunction with the open house and will be distributed throughout the District. The Superintendent's Wellness Group met and will continue to meet, with the goal of healthy learning environments within area districts. Dr. McKersie mentioned that all Weston WOW's are now posted on the District website. He also updated the Board on the WEF board meeting, and a future brainstorming meeting with principals and administration to discuss needs going forward. Effective School Solutions (ESS) provides a monthly briefing, which will be forwarded to the Board.

XI. COMMITTEE REPORTS

- 1. Communications Committee – Sara Spaulding**
- 2. Curriculum Committee – Denise Harvey**
- 3. Finance Committee – Denise Harvey**
- 4. Facilities Committee – Elise Major**
- 5. Policy Committee – Daniel McNeill**
- 6. Negotiations Committee – Ellen Uzenoff**
- 7. CES – Elise Major**
- 8. CABA – Daniel McNeill**
- 9. Weston Education Foundation – Sara Spaulding**

None of the Committees had anything to add to the written minutes that were already provided to the Board.

XII. WRITTEN REPORTS

1. Principals' Reports

None of the Principals had anything to add to the written reports that were already provided to the Board.

XIII. NEXT SCHEDULED MEETINGS OF THE BOARD OF EDUCATION

- 1. June 19, 2017 AT 7:30 P.M., with Executive Session at 6:45 P.M.**
- 2. Dr. McKersie will review pending agenda items for the next meeting.**

XIV. ADJOURNMENT

*Motion: Motion to adjourn by Mr. McNeill, second by Ms. Harvey; all in favor. (7-0)
Meeting adjourned at 9:59 p.m.*

Minutes prepared by Meredith Herman, Board of Education Clerk.

Chairman

Secretary

Approved by the Board of Education July 17, 2017.

DRAFT

Weston Public Schools
 Board of Education Special Meeting
 Weston Middle School Library Resource Center
 June 19, 2017

Attendance:

Ellen Uzenoff, Chairperson	Dr. William McKersie, Superintendent
Denise Harvey, Vice Chairperson, <i>Absent</i>	Dr. Kenneth Craw, Assistant Superintendent of Curriculum and Instruction
Elise Major, Secretary/Treasurer	Mr. Lewis Brey, Director of Human Resources and Internal Counsel
Gina Albert, <i>Absent</i>	Dr. Craig Tunks, Director of Digital Learning and Innovation
Jacqueline Blechinger	Ms. Lois Pernice, Director of Pupil Personnel Services
Dan McNeill	Mr. Richard Rudl, Director of Finance and Operations
Sara Spaulding	

I. CALL TO ORDER, VERIFICATION OF QUORUM
 Ellen Uzenoff, Board Chairperson

II. EXECUTIVE SESSION

1. Matters Pertaining to Personnel

A. Discussion of Salary Increase for the District Medical Advisor

B. Discussion of Salary Increases for:

- **Transportation/Energy Coordinator;**
- **Nursing Supervisor;**
- **Confidential Administrative Assistant for the Superintendent;**
- **Administrative Assistant for the Assistant Superintendent of Schools;**
- **Administrative Assistant for the Director of Pupil Personnel Services;**
- **Confidential Administrative Assistant for the Director of Human Resources;**
- **Administrative Assistant for the Director of Digital Learning and Innovation;**
- **Confidential Administrative Assistant for the Directors of Finance and Operations, and Facilities;**
- **Payroll and Benefits Coordinator;**
- **Accounts Payable/Accounts Receivable;**
- **High School Bookkeeper;**
- **Athletic Trainer (2);**
- **Coordinator of Innovation Technology and Strategic Services;**

- **Systems Administrator;**
- **District Data Coordinator;**
- **Finance Coordinator;**
- **Board Certified Behavioral Analyst;**
- **Behavioral Specialist;**
- **Vocational Therapist;**
- **Unaffiliated Bus Aides (4); and**
- **Unaffiliated Special Education Drivers (3)**

C. Discussion of Salary and Contract Term for 2017-2018 Unaffiliated Central Office Administrators

- **Assistant Superintendent of Curriculum and Instruction**
- **Director of Human Resources**
- **Director of Digital Learning and Innovation**
- **Director of School Facilities and Security**
- **Director of Finance and Operations**

III. RESUME PUBLIC SESSION, PLEDGE OF ALLEGIANCE

IV. RECOGNITION

1. Connecticut Association of Schools Scholar Leadership Award

Mr. Dan Doak, Weston Middle School Principal, introduced Weston Middle School students Janak Sekaran and Colleen Moore, who have been awarded Scholar Leadership Awards by the Connecticut Association of Schools.

Motion: Moved that the Weston Board of Education recognizes Weston Middle School students Janak Sekaran and Colleen Moore for being chosen to receive the Connecticut Association of Schools Scholar Leadership Award. Motion by Ms. Major, second by Mrs. Blechinger; all in favor. (6-0)

2. Dr. McKersie will present the 2017 CIAC Class M State Champions in Boys Tennis and Class S State Champions in Girls Tennis

Motion: Moved that the Weston Board of Education recognizes the 2017 CIAC Class M State Champions in Boys Tennis and Class S Girls Tennis. Motion by Ms. Edgar, second by Ms. Major; all in favor. (6-0)

V. PUBLIC COMMENT

VI. PRINCIPAL'S REPORTS

Hurlbutt Elementary School

Mrs. Laura Kaddis, Principal of HES, spoke about the family fun night that was held in celebration of the school year. The students read the One School, One Book "The Trouble with Chickens" and kicked off the summer reading program. Over \$500 was raised for the Westport Police K-9 Unit. The Memorial Day Fair was held by both HES and WIS, in conjunction with the PTO. A few of the HES end-of-year concerts were

able to be held in the courtyard. For the first time, field day was held on one day for all grades.

Weston Intermediate School

Mrs. Pattie Falber, Principal of WIS, praised the students and teachers that participated in band, orchestra and chorus concerts. The third grade AIM unit was focused on endangered animals. Grade five's field day was held at Sherwood Island, while grades three and four were held at WIS. The parents of grade four students hosted a reception for the grade five students moving up to Weston Middle School.

Weston Middle School

Mr. Dan Doak, Principal of WMS, spoke about the Project Challenge fair held in the LLC and the Districtwide Art Jam!, which celebrated visual arts. Weston Warrior Day was held with the entire faculty and student body participating. The eighth grade held their class trip in Philadelphia.

Weston High School

Mrs. Lisa Deorio, Principal of WHS, mentioned the awards ceremony that took place during the first week of June. Finals for all high school students have concluded and graduation will be held on June 20. The Drug and Alcohol Task Force, co-chaired by Lisa and Dan Doak had their first meeting on June 14. The task force will be working over the summer, reviewing the results of the student survey results. A new program will be held in August for rising freshman. Aspiring Scholars Academy will cover math, science, social studies and English.

VII. NEW BUSINESS

1. Retirements

Motion: Moved that the Weston Board of Education notes the retirement of Linda Lazar, .5 FTE Computer Teacher effective June 14, 2017. Motion by Ms. Major, second by Ms. Spaulding; all in favor. (6-0)

2. Resignation

Motion: Moved that the Weston Board of Education notes the resignation of: Darcy Ronan, 0.6 Curriculum Instructional Leader for Science and Technology, effective June 30, 2017. Motion by Ms. Major, second by Ms. Spaulding; all in favor. (6-0)

3. Appointment of District Medical Advisor for 2017-2018

4. Discussion and approval of salary increases for

- **District Medical Advisor;**
- **Transportation/Energy Coordinator;**
- **Nursing Supervisor;**
- **Confidential Administrative Assistant for the Superintendent;**
- **Administrative Assistant for the Assistant Superintendent of Schools;**
- **Assistant for the Director of Pupil Personnel Services;**

- **Confidential Administrative Assistant for the Director of Human Resources;**
- **Administrative Assistant for the Director of Digital Learning and Innovation;**
- **Confidential Administrative Assistant for the Directors of Finance and Operations, and Facilities;**
- **Payroll and Benefits Coordinator;**
- **Accounts Payable/Accounts Receivable;**
- **High School Bookkeeper;**
- **Athletic Trainer (2);**
- **Coordinator of Innovation Technology and Strategic Services;**
- **Systems Administrator;**
- **District Data Coordinator;**
- **Finance Coordinator;**
- **Board Certified Behavioral Analyst;**
- **Behavioral Specialist;**
- **Vocational Therapist;**
- **Unaffiliated Bus Aides (4); and**
- **Unaffiliated Special Education Drivers (3)**

Motion: Moved that the Weston Board of Education approves a 2% general wage increase for fiscal year 2018 for the following positions:

- *District Medical Advisor;*
- *Transportation/Energy Coordinator;*
- *Nursing Supervisor;*
- *Confidential Administrative Assistant for the Superintendent;*
- *Administrative Assistant for the Assistant Superintendent of Schools;*
- *Assistant for the Director of Pupil Personnel Services;*
- *Confidential Administrative Assistant for the Director of Human Resources;*
- *Administrative Assistant for the Director of Digital Learning and Innovation;*
- *Confidential Administrative Assistant for the Directors of Finance and Operations, and Facilities;*
- *Payroll and Benefits Coordinator;*
- *Accounts Payable/Accounts Receivable;*
- *High School Bookkeeper;*
- *Athletic Trainer (2);*
- *Coordinator of Innovation Technology and Strategic Services;*
- *Systems Administrator;*
- *District Data Coordinator;*
- *Finance Coordinator;*
- *Board Certified Behavioral Analyst;*
- *Behavioral Specialist;*
- *Vocational Therapist;*
- *Unaffiliated Bus Aides (4); and*
- *Unaffiliated Special Education Drivers (3).*

Motion by Ms. Harvey, second by Ms. Spaulding; all in favor. (6-0)

Motion: Moved that the Weston Board of Education re-appoints Dr. Laura Marks as the District Medical Advisor for the period July 1, 2017 – June 30, 2018, and establishes a 2% increase. Motion by Ms. Harvey, second by Mrs. Blechinger; all in favor. (6-0)

5. Discussion and Vote on Salary and Contract Term for 2017-2018 for Unaffiliated Central Office Administrators

A. Assistant Superintendent of Curriculum and Instruction Contract

Motion: Moved that the Weston Board of Education: (1) approves the contract term of Dr. Kenneth Crow (the Assistant Superintendent of Curriculum and Instruction) for a new period of three years, July 1, 2017 through June 30, 2020; (2) establishes a base salary of \$193,526 representing a 2.25% increase; and (3) authorizes the Chairperson to negotiate and execute a revised contract with the Assistant Superintendent of Curriculum and Instruction incorporating these changes. Motion by Ms. Harvey, second by Ms. Spaulding; all in favor. (6-0)

B. Director of Finance and Operations Contract

Motion: Moved that the Weston Board of Education: (1) approves the contract term of Mr. Richard Rudl (the Director of Finance and Operations) for a new period of three years, July 1, 2017 through June 30, 2020; (2) establishes a base salary of 177,302 representing a 2.25% increase; and (3) authorizes the Chairperson to negotiate and execute a revised contract with the Director of Finance and Operations incorporating these changes. Motion by Ms. Harvey, second by Mrs. Blechinger; all in favor. (6-0)

C. Director of Human Resources Contract

Motion: Moved that the Weston Board of Education: (1) approves the contract term of Mr. Lewis Brey (the Director of Human Resources) for a period of three years, July 1, 2017 through June 30, 2020; (2) establishes a base salary of \$170,323 representing a 2.25% increase; and (3) authorizes the Chairperson to negotiate and execute a revised contract with the Director of Human Resources incorporating these changes. Motion by Ms. Harvey, second by Mr. McNeill; all in favor. (6-0)

D. Director of Digital Learning and Innovation Contract

Motion: Moved that the Weston Board of Education: (1) approves the contract of Mr. Craig Tunks (the Director of Digital Learning and Innovation) for a period of three years, July 1, 2017 through June 30, 2020; (2) establishes a base salary of \$171,565 representing a 2.25% increase; and (3) authorizes the Chairperson to negotiate and execute a revised contract with the Director of Technology incorporating these changes. Motion by Ms. Harvey, second by Ms. Major; all in favor. (6-0)

E. Director of School Facilities Contract

Motion: Moved that the Weston Board of Education: (1) approves the contract term of Mr. Joseph Olenik (the Director of School Facilities) for a period of three years, July 1, 2017 through June 30, 2020; (2) establishes a base salary of \$141,006 representing a 2.25% increase; and (3) authorizes the Chairperson to negotiate and execute a revised contract with the Director of School Facilities incorporating these changes. Motion by Ms. Harvey, second by Mrs. Blechinger; all in favor. (6-0)

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a first reading of Weston Board of Education proposed Policy 6147, Curricular Exemptions.

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a first reading of Weston Board of Education proposed Policy 4112.8, Nepotism.

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a first reading of Weston Board of Education proposed Policy 4218.3, Duties (Non-Certified).

9. Special Education Budget Adjustments 2016-2017

Ms. Lois Pernice, Director of Pupil Personnel Services, updated the Board of Education on necessary changes to the Special Education budget 2016-2017.

Motion: Moved that the Weston Board of Education authorizes the Superintendent to transfer funds up to \$115,000 from available accounts to cover new Special Education expenses for FY2017. The Superintendent will provide a report on the transfers at the July 17, 2017 Board of Education meeting. Motion by Ms. Harvey, second by Ms. Major; all in favor. (6-0)

10. Eleventh FY 2017 Financial Update and Approval of Transfers

Mr. Rudl, Director of Finance and Operations, provided a monthly financial update. Transfers were presented for approval totaling \$157,198, five of which were in excess of \$5,000.

Motion: Moved that the Weston Board of Education approves the transfers as presented by Mr. Rudl in the eleventh FY 2017 financial update. Motion by Ms. Major, second by Mrs. Blechinger; all in favor. (6-0)

11. Discussion and Vote on Food Service Renewal

Mr. Rudl, Director of Finance and Operations, reviewed the proposed contract with Chartwells for the 2017-2018 fiscal year.

Motion: Moved that the Weston Board of Education awards the Food Service Contract for the fiscal year 2017-2018, commencing on July 1, 2017, to Chartwells, a member of the Compass Group and authorizes the Superintendent to execute and deliver such

contract, in form and substance, satisfactory to the Superintendent and Internal Counsel. Motion by Ms. Harvey, second by Mrs. Blechinger; all in favor. (6-0)

12. Discussion and Vote on 2017-2018 Tuition Rates

Mr. Rudl reviewed the tuition rates for the 2017-2018 school year.

Motion: Moved that the Weston Board of Education approves the 2017-2018 tuition rates. Motion by Mrs. Blechinger, second by Ms. Major; all in favor. (5-0)

13. Discussion and Vote on Changes to Energy Charges for Facilities Use

Mr. Rudl, Director of Finance and Operations, discussed the proposed 2.05% increase to energy charges for facilities use.

Motion: Moved that the Weston Board of Education approves the hourly energy rate for FY 2018. Motion by Mrs. Blechinger, second by Ms. Spaulding; all in favor. (5-0)

14. Discussion and Vote on New Weston High School Course

Dr. Kenneth Craw, Assistant Superintendent, and Mrs. Lisa Deorio, discussed the Honors Multivariable Calculus course that has been reviewed by the Curriculum Committee.

Motion: Moved that the Weston Board of Education approves the Honors Multivariable Calculus course as presented by Dr. Craw. Motion by Ms. Major, second by Ms. Spaulding; all in favor. (5-0)

15. Adoption of Resources

Dr. Craw, Assistant Superintendent, discussed the resources that have been reviewed for French 2, 3, 4, and 4H at Weston High School by the Curriculum Committee and are recommended for approval by the Board of Education.

Motion: Moved that the Weston Board of Education adopts the following resources:

- *Weston High School grades 9-12: "Echo Junior A1" by Girardet & Pecheur;*
- *Weston High School grades 9-12: "Echo Junior A2" by Girardet & Pecheur;*
- *Weston High School grades 9-12: "Echo A1" by Girardet & Pecheur; and*
- *Weston High School grades 9-12: "Echo A2" by Girardet & Pecheur.*

Motion by Ms. Major, second by Ms. Spaulding; all in favor. (5-0)

VIII. OLD BUSINESS

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a second reading of Weston Board of Education proposed Policy 5141.45, Child Sexual Abuse and Assault.

Motion: Moved that the Weston Board of Education approves proposed Policy 5141.45, Child Sexual Abuse and Assault. Motion by Ms. Major, second by Ms. Blechinger; all in favor. (6-0)

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a second reading of Weston Board of Education proposed Policy and Administrative Regulation 1257, External Defibrillators.

Motion: Moved that the Weston Board of Education approves proposed Policy and Administrative Regulation 1257, External Defibrillators. Motion by Ms. Major, second by Ms. Spaulding; all in favor. (6-0)

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a second reading of Weston Board of Education proposed Policy 4253, Vacation Holidays.

Motion: Moved that the Weston Board of Education approves proposed Policy 4253, Vacation Holidays. Motion by Ms. Major, second by Ms. Spaulding; all in favor. (6-0)

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

Mr. Lewis Brey, Director of Human Resources and Internal Counsel, provided a second reading of Weston Board of Education proposed Administrative Regulation 1411, Questioning and Arrests by Law Enforcement.

Motion: Moved that the Weston Board of Education approves proposed Administrative Regulation 1411, Questioning and Arrests by Law Enforcement. Motion by Ms. Harvey, second by Ms. Spaulding; all in favor. (6-0)

IX. SUPERINTENDENT'S REPORT

1. District Update

Dr. McKersie thanked the administration and four principals for all the work accomplished this year. His end-of-year essay highlights the voice of four teachers. He mentioned how impressed he was with the kindergarten orientation that took place at HES. The District is completing all year-end evaluations of teachers and assistants, and will be working over the summer on the drug and alcohol initiative, the four district goals, and working with administrators on priorities and brainstorming with WEF and the PTO. In August, we look forward to the Board Retreat and Leadership Retreat.

X. COMMITTEE REPORTS

1. Communications Committee – Sara Spaulding

2. Curriculum Committee – Denise Harvey, more important items coming

3. Facilities Committee – Elise Major

Met with the Beautification Committee regarding the bollards and a plan will be forthcoming. Additional information on knee wall study will be provided at a later date.

4. Finance Committee – Denise Harvey

5. Policy Committee – Daniel McNeill

6. Negotiations Committee – Ellen Uzenoff

Currently in the midst of AFSCME negotiations and will begin WTA negotiations in summer

7. CES – Elise Major

8. C A B E – Daniel McNeill

9. Weston Education Foundation – Sara Spaulding

None of the Committees had anything to add to the written minutes that were already provided to the Board.

XI. NEXT SCHEDULED MEETINGS OF THE BOARD OF EDUCATION

1. July 17, 2017 AT 7:30 P.M.

2. Dr. McKersie will review pending agenda items for the next meeting.

3. Chromebook training will be held on July 12 and C A B E-Meeting software training will be provided ahead of the BOE meeting on July 17.

4. Ken and Lewis will provide an informational update in general terms as to how we handle District evaluations and how we approach disciplinary matters.

XII. ADJOURNMENT

*Motion: Motion to adjourn by Ms. Blechinger, second by Ms. Spaulding; all in favor. (6-0)
Meeting adjourned at 9:16 p.m.*

Minutes prepared by Meredith Herman, Board of Education Clerk.

Chairman

Secretary

Approved by the Board of Education July 17, 2017.

June 23, 2017

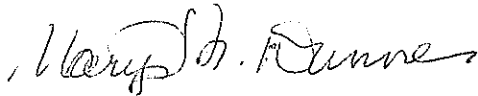
Mrs. Laura Kaddis
Principal
Hurlbutt Elementary School
9 School Road
Weston, Connecticut 06883

Dear Laura,

After careful consideration for a long time I have decided to retire. This decision has been a difficult one for me. I have been a member of the staff of Hurlbutt for 23 years, and associated with the school as a parent for many years prior to that. Hurlbutt has been a big part of my life.

July 31 is the date I would like to schedule as my last day. Hopefully, that leaves enough time for you to find a replacement for me. I know August is a busy month, and depending on the plans I make for a vacation, I would most likely be available to help in a transition if that would be helpful.

Sincerely,

A handwritten signature in cursive script that reads "Mary Lou Dunne".

Mary Lou Dunne

Cc: Lewis Brey ✓

June 28, 2017

Lois Pernice
Director of Special Education
Weston Public Schools
24 School Road
Weston, CT 06883

Dear Lois,

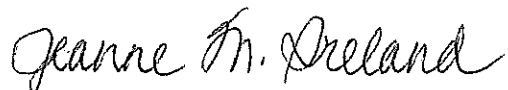
I am writing to let you know that I will be resigning my position as Special Education Paraprofessional at Weston High School effective Friday July 7th. I have accepted a position at St. Catherine's Center in Fairfield .

Leaving Weston was not an easy decision to make. I am deeply grateful for the opportunity I was given to work in such a wonderful school district. The support and friendliness of all the staff made it a pleasure to go to work everyday. I will always remember each and every person that extended his or her kindness to my student and me.

As I move on, Weston staff will always have a special place in my heart.

Sincerely,

K-5



Jeanne M. Ireland

Sarah Lessler
1463 Black Rock Turnpike Unit 17
Fairfield, CT 06825
203-913-2141
sarah.lessler@gmail.com

7/6/2017

Dear Mr. Lewis Brey, Mrs. Lois Pernice, and Mrs. Laura Kaddis:

Please accept this letter as formal notification that I am leaving my position as a special education teacher at Hurlbutt School upon my completion of extended school year on July 28, 2017.

Thank you for the opportunities you have provided me during my time with Weston Public Schools. It has been a pleasure to work for in Hurlbutt School and be a part of the Weston Schools community. If I can be of any assistance during this transition, please let me know.

Sincerely,

Sarah Lessler



Weston Public Schools
Office of the Superintendent
William S. McKersie, Ph.D.

MEMORANDUM

To: The Weston Board of Education *W.S. McKersie*
Date: July 12, 2017
Subject: Overview of Staff Evaluation and Discipline in the Weston Public Schools

At the Board of Education's July 2017 meeting, Ken Craw and Lewis Brey will provide an overview of staff evaluation and discipline in the Weston Public Schools. The purpose of this presentation and discussion is to provide the Board of Education baseline information on the various policies, procedures, roles and responsibilities, which help guide our monitoring and support of staff performance. Special attention will be given to the respective roles of the administration and the Board in evaluation and disciplinary matters.

Enclosed please find the following materials that Dr. Craw and Mr. Brey will reference in their presentations:

1. Selections from the Weston Public Schools Teacher Evaluation Plan, 2016-2017;
2. *Connecticut School Law, Eighth Edition, Thomas B. Mooney, Esq.*; Chapter 3, Teacher Evaluation, Evaluation and Dismissal, pages 243-284 (copied with permission);
3. Collective Bargaining Agreement between Weston Board of Education and the Weston Teachers' Association; Article IV, Grievance Procedures;
4. Collective Bargaining Agreement between Weston Board of Education and the Weston Teachers' Association, Local 1303-110 of Council 4 AFSCME, AFL-CIO; Article X, Discharge and Discipline, and Article XI, Grievance Procedure;
5. Collective Bargaining Agreement between Weston Board of Education and the Weston Administrators' Association; Article IV, Discipline, and Article XV, Grievance Procedure.

Thank you.

**Weston Public Schools
Teacher Evaluation Plan
2016-2017**



**William S. McKersie, Ph.D.
Superintendent of Schools**

**Kenneth G. Craw, Ed.D.
Assistant Superintendent of
Curriculum and Instruction**

ACKNOWLEDGEMENTS

2012-14 Professional Growth Committee

Kenneth Crow, Assistant Superintendent
Lisa Wolak, Principal, WHS
Amy Watkins, Principal, WMS
Pattie Falber, Principal, WIS
Michael Cicchetti, Principal, HES
Doreen O'Leary, Assistant Principal, WIS
Meg Sullivan, School Counselor, HES
Megan Cebulski, Teacher, HES
Kimberley Hettenbach, Teacher, HES
Ellen Horowitz, Speech Pathologist, WIS
Helen Knudsen, Teacher, WIS
Josephine Luby, Teacher, WIS
Allison Kovac, Teacher, WMS
Lorraine Westervelt, Teacher, WMS (2012-13)
Storm Snaith, Teacher, WHS
Laura Del Savio, Teacher, WHS
Sydney Girardi, Teacher, WHS
Dennis Richetelli, Teacher, WHS
Alex Bluestein, CIL Grades K-8 Language Arts and Grades K-5 Social Studies
Elizabeth Morris, CIL Grades K-12 Music and Art
Doug Pregman, WTA President
Jim Warnock, Consultant, Research for Better Teaching

What is the Mission of the Weston Public Schools?

The mission of the Weston Public Schools, as a caring and supportive community partnership, is to empower each student to achieve success and contribute to our global society by developing and cultivating character, knowledge and creativity through a dynamic learning experience that challenges each student to continually pursue personal excellence.

History of the Development of Weston's Plan

The Weston Public Schools Teacher Supervision and Evaluation System was developed over a three-year period beginning in 2009. A committee with broad-based representation across grade levels and disciplines was formed to research best practices, conduct a district-wide survey regarding the former model, and use the information gleaned to craft the new plan. The plan was piloted during the 2010-11 school year, and subsequently refined based on feedback from pilot participants. Following, the plan was rolled out with the assistance of teachers on the committee for full-scale implementation for the 2011-12 school year.

Administrators received ongoing training throughout this process on pedagogy and teacher evaluation. A consultant was hired from the Research For Better Teaching to train administrators in the knowledge base detailed in "The Skillful Teacher: Building Your Teaching Skills," by Jon Saphier. Additionally, administrators participated in a series of sessions on best practices in evaluation, including developing strategies for literal note-taking, effective conferencing, and writing observations. All evaluators in our district were taught a common method for providing teachers with written feedback (C,E,I,J/Q approach) and have calibrated periodically to ensure consistency. The investment in administrator training has been an essential step in ensuring the successful implementation of the plan, as reported by teachers.

With the adoption of new guidelines for teacher evaluation by the State of Connecticut in June 2012, we reconvened the teacher evaluation committee and combined it with the Professional Growth Committee. The focus of the Professional Growth Committee is as follows:

1. To provide input into the monitoring and adjusting of the district's supervision and evaluation plan in response to the new guidelines adopted by the state.
2. To provide input into the development and evaluation of the district's professional development plan.
3. To identify strategies to further align the supervision and evaluation plan with professional development opportunities.

The Professional Growth committee consists of broad-based representation from the district's four schools, including classroom teachers, related services personnel, curriculum instructional leaders, and administrators. This committee has worked over the course of the 2012-13 school year to incorporate the four components of the state guidelines into the existing framework that was established in 2010.

The WPS Supervision and Evaluation System provides opportunities for professional growth through differentiated approaches that are influenced by the teacher's developmental and achievement level. This system recognizes the personal nature of growth and is designed to provide options for professional development. It is essential that the teacher maintains a personal commitment to his or her own continuous professional growth and accepts personal responsibility for professional improvement.

What are the characteristics of the WPS Teacher Supervision and Evaluation system that promote quality instruction?

- Incorporates information and best thinking from:
 - a. the Connecticut Common Core of Teaching,
 - b. the National Board for Professional Teaching Standards,
 - c. teacher performance standards from numerous districts nationally, and
 - d. experts from the field including:
 - i. Charlotte Danielson (*Enhancing Professional Practice: A Framework for Teaching*)
 - ii. Kim Marshall (*Teacher Evaluation Rubrics*)
 - iii. Jon Saphier (*The Skillful Teacher: Building Your Teaching Skills*)
- Defines high quality professional practice through clear and rigorous standards via concise teacher performance rubrics which define the knowledge, skills, dispositions, and responsibilities of teachers;
- Incorporates multiple indicators and data sources as evidence for teacher performance and student growth;
- Provides clear, actionable feedback to teachers to continuously improve practice;
- Departs from traditional single observations of classroom instruction to focused mini-observations of selected units of instruction;
- Replaces traditional goal setting with a professional focus (PF) authored by individual teachers to specifically address a professional challenge they have identified;
- Follows Weston Public Schools curriculum documents, the Connecticut State Curriculum Framework, Common Core State Standards and high priority 21st Century learning outcomes;
- Utilizes multiple sources of data from assessments of student performance; and
- Includes reflections by the teacher and follow-up by both the teacher and supervisor in the pursuit of continuous improvement.

AN OVERVIEW OF THE DIFFERENTIATED TEACHER SUPERVISION AND EVALUATION SYSTEM

To best recognize and meet differing needs of professionals, three separate groups with differing supervision and evaluation processes were established beginning with the 2011-12 school year.

Group A: Adapting to New Contexts

This group includes first, second, third and fourth year teachers, non-tenured teachers, professionals new to WPS, and may include WPS teachers who transition to new assignments. The emphasis will be on supervision and support and will include a unit-based series of mini-observations in each of the four years.

In Group A, teachers will:

- identify a Student Learning Objective(s) (SLO) in alignment with the standards in the Teacher Performance Rubrics;
- identify a unit of instruction or multiple units (depending on unit length) for mini-observations and receive timely written feedback from their administrator;
- solicit student and parent feedback from survey instruments;
- be evaluated on each of the four domains in the Teacher Performance Rubrics; and
- self-assess and reflect on their professional growth in meeting the four domains and accompanying standards in the Teacher Performance Rubrics.

At the discretion of the administrator, an experienced teacher non-tenured in the WPS or a WPS teacher in a new assignment may be moved to Group B.

Group B: Professional Status

This group includes all professional status teachers. Emphasis is on a combination of self-directed professional growth, supervision, and support including a unit-based series of mini-observations within a three year cycle.

In Year 1, Group B teachers will:

- identify a Student Learning Objective(s) (SLO) in alignment with the standards in the Teacher Performance Rubrics;
- identify a unit of instruction or multiple units (depending on unit length) for mini-observations and receive timely written feedback from their administrator;
- solicit student and parent feedback from survey instruments;
- be evaluated on each of the four domains in the Teacher Performance Rubrics; and
- self-assess and reflect on their professional growth in meeting the four domains and accompanying standards in the Teacher Performance Rubrics.

AN OVERVIEW AND TIMELINE OF ACTIVITIES

Group A consists of all non-tenured teachers in Years 1, 2, 3 and 4. Group B consists of all tenured educators who are on a three-year observation cycle. Teachers in Group B1 participate in mini-observation unit consisting of four to six observations. Teachers in Groups B2 and B3 have three informal in-class observations and one review of practice.

Timeline	Group	
	A and B1	B2 and B3
September/October	<ul style="list-style-type: none"> Orientation to full cycle of the evaluation process by end of September Teacher identifies a Student Learning Objective(s) (SLO) in alignment with the standards in the Teacher Performance Rubrics Teacher meets with evaluator to review SLO (Prior to Oct. 15) Teacher meets with evaluator to set calendar for mini-observation unit (calendar set by Oct. 15) Teacher participates in mid-year reflection on SLO with evaluator 	<ul style="list-style-type: none"> Orientation to full cycle of the evaluation process by end of September Teacher submits Professional Focus (PF) prior to goal setting meeting with evaluator Teacher meets with evaluator to review PF (Prior to Oct. 15)
January/February	<ul style="list-style-type: none"> Teacher participates in mid-year reflection on SLO with evaluator 	<ul style="list-style-type: none"> Teacher submits mid-year reflection on PF prior to mid-year meeting held by end of February
May/June	<ul style="list-style-type: none"> Teachers submit self-assessment and narrative to evaluator prior to end of year conference (May 1) Teacher meets with evaluator for end of year conference Evaluator completes summative evaluation (Completed by last teacher work day) 	<ul style="list-style-type: none"> Teacher submits self-assessment and narrative to evaluator prior to end of year conference (May 1) Teacher submits reflection on PF by May 1st. Teacher meets with evaluator for end of year conference Evaluator conducts three informal in-class observations and one review of practice; Evaluator completes summative evaluation (Completed by last teacher work day)
September-May	<ul style="list-style-type: none"> Teacher meets with evaluator prior to mini-observations for pre-unit conference Teacher completes pre-unit template, including identification of SLO and provides it to evaluator prior to pre-unit conference Evaluator conducts mini-observations Teacher meets with evaluator following mini-observation process for post-unit conference. Evaluator completes mini-unit summative document 	<ul style="list-style-type: none"> Teacher engaged in carrying out action plan for PF. Teacher engaged in professional growth activities aligned with PF.

Group A: Student Learning Objective(s):

The SLO consists of:

- A goal and/or objective for student growth using multiple indicators of academic growth and development;
- There is clear alignment between the SLO and the Indicators for Academic Growth (IAGD);
- A teacher identifies at least one SLO, but no more than four;
- The process allows for IAGDs to be mutually agreed upon by teacher and evaluator;
- Multiple indicators of academic growth drawn from a variety of data sources.

Group A: Stakeholder Feedback

- Teacher solicits feedback from stakeholders (i.e. students, parents, colleagues).
- Teacher may choose from a range of feedback approaches to best inform his/her practice (i.e. focus groups, course survey).
- Teacher reflects on feedback obtained in relation to Weston's Teacher Performance rubrics and shares this data with their evaluator at the end-of-year conference.

Group A: TEAM Program (Years 1 and 2 Only)

Although not part of the formal teacher evaluation plan, as mandated by the State Department of Education, the TEAM Program is an induction program for beginning teachers (Group A) that includes mentorship and professional development. Beginning teachers participating in the program will be assigned a mentor to guide them while they progress through the program. Beginning teachers are required to complete up to five professional growth modules. Mentors and beginning teachers will work together to establish the focus of each module. At the culmination of each module, a written reflection paper will be submitted by the beginning teacher to a district review committee to determine if the beginning teacher has successfully completed the module. Beginning teachers must successfully complete TEAM Program requirements to be eligible for a provisional educator certificate.

Group A, B, & C: Self-Assessment

- Completed annually by all teachers in all Group A, B, & C.
- Submitted to immediate supervisor prior to the annual summative evaluation

Group A Years 1-4:

Teacher:

- Written reflection by teacher of progress in each of the four domains towards meeting the individual standards outlined in the Teacher Performance Rubrics, including a written reflection by teacher with evidence to support conclusions on their SLO.
- Self-appraisal indicating performance "above standard" (4), "at standard" (3), "below standard" (2), or "unsatisfactory" (1).

Administrator:

- Summative appraisal of performance indicating "above standard" (4), "at standard" (3), "below standard" (2), or "unsatisfactory" (1).
- Written appraisal for each domain "above standard" (4), "at standard" (3) "below standard" (2), or "unsatisfactory" (1)

Groups B2 & B3: Professional Focus (PF) (Years 2 and 3 of 3 year cycle)

The PF is:

- a propositional statement/causal statements that:
 - encourages innovation,
 - promotes professional growth, and
 - leads to the improvement of the quality of instructional practice and student learning
- based on a personal professional challenge, a need that emerges as an area for individualized professional growth within the framework of the professional knowledge base of the practice of teaching (see Teacher Performance Rubrics);
- a provisional statement drives reflection and learning, not merely confirming what is already known about effective practice
- grounded in the concept of adult learning theory that professional growth comes from deep, thoughtful reflection and processing experiences

The teacher identifies:

- a personal professional challenge in collaboration with their administrator, linked to student learning, and based on the standards in the Teacher Performance Rubrics;
- evidence/data and the student learning needs used to identify this challenge;
- a propositional statement/causal statements that addresses the identified personal professional challenge, encourages professional growth and leads to an improvement in student learning as evidenced by achievement data;
- belief statements that drive the propositional statement/hypothesis grounded in professional literature and research;
- evidence/data and progress monitoring tools that support or refute the propositional statement/causal statements;
- a timeline for the pursuit of this inquiry (determined in collaboration with administrator).

The administrator:

- Provides support in gathering the necessary resources to meet the teacher's personal professional challenge;
- Prompts teacher reflection by periodically providing feedback throughout the process and asking questions that promote reflection;
- Writes a summative appraisal response at the completion of the process.

Group B2 & B3: Stakeholder Feedback

- Teacher solicits feedback from stakeholders (i.e. students, parents, colleagues).
- Teacher may choose from a range of feedback approaches to best inform his/her practice (i.e. focus groups, course survey).
- Teacher reflects on feedback obtained in relation to Weston's Teacher Performance rubrics and shares this data with their evaluator at the end-of-year conference.

Group B2 & B3: Observation Protocol/Schedule

- Teachers in Groups B2 and B3 have three informal in-class observations and one review of practice.

GROUP C COMPONENTS

“Focused Assistance”

Description

This phase is used for any tenured teacher experiencing difficulties in meeting the standards in the Teacher Performance Rubrics. At any time, such a teacher may be placed in Group C by his/her primary evaluator. Focused Assistance has an Initial Level and an Intensive Level. The district indicators would include the following:

1. Weston Teacher Performance Rubric
2. Teacher Responsibilities
3. CT SDE Common Core of Teaching
4. National, state and district curriculum standards
5. Board of Education policies regarding Teaching Responsibilities

The process for placing a certified staff member in this phase includes the following:

- The evaluator must indicate that performance does not meet standard(s) through written communication that clearly describes the gap between the teacher’s current level of performance relative to the specific standard(s) from the Teacher Performance Rubrics.
- There must be sufficient documentation to clearly identify the gap in current performance relative to the specific standard(s) from the Teacher Performance Rubrics. This documentation may not be limited to classroom observation and may include, but not be limited to other sources of data as outlined in the online appendix located on the district network. (“Data Sources”)

Initial Plan of Assistance

Teachers placed in Group C will first receive an Initial Plan of Assistance (“Initial Plan”). The following will be addressed in the Initial Plan:

1. The specific standard(s) not currently being met will be clearly identified.
2. The evaluator’s requirements for improvement in meeting the standard(s) will be outlined.
3. The evaluator will offer support and any additional resources appropriate to assist the teacher in meeting the standard(s).
4. The evaluator will indicate that failure to improve performance to meet the standard(s) within a reasonable and specific period will result in the implementation of an Intensive Assistance Plan.
5. Whenever the evaluator notes a serious performance concern at a time that does not permit the implementation of an Initial Plan of Assistance within normal evaluation guidelines (i.e. the end of a school year), the evaluation period will extend into the next school year. The Superintendent may assign other evaluators to assist in this process.

1. A recommendation for disciplinary action.
2. A recommendation for other administrative action including, but not limited to, recommendation for termination of employment.

A copy of the written assessment will be given to the teacher; the evaluator will keep one and one will be kept in the teacher's personnel file in the Central Office. The teacher will have the right to review the written assessment and may add written comments. The teacher may have bargaining unit representation at all conferences if he/she desires and requests such representation. The Superintendent, or his/her designee, may assign other evaluators to assist in this process.

Appeals Regarding the Formation of the Initial and Intensive Assistance Plans

1. At any time during this process, a teacher will have a right to attach a response to any evaluation document for inclusion in his/her personnel file.
2. A representative of the WTA may represent a teacher.
3. A teacher who does not agree with his/her primary evaluator regarding the composition of the Initial Plan and/or Intensive Assistance Plan may appeal to the Superintendent prior to the implementation of either plan. The Superintendent's determination on any such appeal will be final. Written evaluations given as part of the evaluation process are not subject to appeal to the Superintendent.
4. With the exception of disciplinary action taken as stated above, and failure to follow the evaluation procedures, evaluative decisions and documentation shall not be subject to the grievance process and arbitration procedure.

Summative Evaluation

Determination of Overall Teacher Holistic Rating From Individual Domain Ratings

Holistic Rating	Descriptors
4	<p>There is a preponderance of evidence based on multiple sources of data and the individual domain ratings that the educator has performed "Above Standard". An overall holistic rating of a "4" indicates that the educator has consistently performed at this level on Weston's Performance Rubrics.</p> <p>The educator will have "4" in all domain ratings.</p> <p style="text-align: center;">Or</p> <p>The educator may have a combination of domain ratings at the "3" and "4" levels, but may not have any domains rated below a "3". In the event of mixed domain ratings of "3" and "4", there must be evidence in one or more domains at the "4" level that is compelling and exceeds articulated expectations for such level(s).</p>
3	<p>There is a preponderance of evidence based on multiple sources of data and the individual domain ratings that the educator has performed "At Standard". An overall holistic rating of a "3" indicates that the educator has consistently performed at this level on Weston's Performance Rubrics.</p> <p>The educator will have at least "3" in all domain ratings.</p> <p style="text-align: center;">Or</p> <p>The educator may have a combination of domain ratings at the "3" and "4" level, but may not have more than two domain ratings at a "2". There must be compelling mitigation information regarding the ratings at the "2" level that this reflects a temporary, extraordinary situational condition and does not indicate an inability of the teacher to perform at a higher levels in other circumstances. This temporary condition will be considered for one cycle of evaluation per instance.</p> <p style="text-align: center;">Or</p> <p>The educator may have a combination of domain ratings at the "3" and "4" level, but may not have more than one domain rating at a "1". There must be compelling mitigating information regarding the rating at the "1" level that this reflects a temporary, extraordinary situational condition and does not indicate an inability of the teacher to perform at a higher level in other circumstances. This temporary condition will be considered for one cycle of evaluation per instance.</p>

DETERMINATION OF OVERALL TEACHER EFFECTIVENESS

Effective - A teacher in Weston Public Schools will be rated a summative evaluation score of 4 or 3 for that specific academic year.

Ineffective – A teacher in Weston Public Schools will be rated a summative evaluation score of 2 or 1 for that specific academic year.

A teacher who receives an overall holistic rating of a (2) “below standard” or “(1) unsatisfactory on their summative evaluation is considered ineffective and will be provided with the appropriate interventions. Interventions include providing the teacher with a mentor teacher, placing the teacher on another cycle of mini-observations, or placing the teacher on an assistance plan designed to address the areas of deficiency.

Resolution of Differences - Groups A, B and C

Should a teacher disagree with the supervisor’s assessment and feedback, the parties are encouraged to discuss these differences and seek common understanding of the issues. The supervisor may choose to adjust the report, but is not obligated to do so. The teacher has the right to attach a statement to the summative evaluation report identifying the areas of concern and presenting the teacher’s perspective.

In the event that a teacher disagrees with the determination of the summative evaluation, a second administrator will be asked to review the cumulative data for that teacher and provide his/her determination of summative evaluation. If there exists a difference in outcomes between the two administrative outcomes, either the Superintendent or Assistant Superintendent will review the data and outcomes of both administrators and make the final determination of summative evaluation.

Confidentiality

All evaluative reports, e.g. observations, progress reports, and summative evaluations, are strictly confidential. One copy with original signatures will be placed in the teacher’s personnel file. A teacher’s signature on any such report is an acknowledgement of receipt only. Having been presented with a report on performance, a teacher is expected to sign one copy, acknowledging receipt.

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Second, a teacher will not be entitled to "fast track" tenure status if "for a period of five or more calendar years immediately prior to such subsequent employment, such teacher has not been employed by any board of education." *Id.* This limitation seems clear enough; if the teacher did not have tenure with another district in the preceding five years, he or she will have to start over. For purposes of this provision, the Connecticut Appellate Court has interpreted "five or more calendar years" to mean five periods of twelve months, not at least five complete calendar years, as claimed by one non-tenure teacher contesting her termination. *Drahan v. Regional School District No. 18 Board of Education*, 42 Conn. App. 480, cert. denied, 239 Conn. 921 (1996).

The law does not specifically state that the teacher must have had tenure status in the preceding five years; it simply refers to the teacher's employment by any board of education during that period. Moreover, the statute does not even refer to employment as a teacher or to the previously employing board of education being in Connecticut. Consistent with the logic of the provision, however, it is fair to interpret the reference to "such teacher" as a person who within the prior five years had been in a tenure status under Conn. Gen. Stat. § 10-151, a status unique to Connecticut employment.

Finally, in 2010, in the name of educational reform, the General Assembly created a new form of "fast track" tenure. Now, a teacher newly employed by a priority school district will achieve tenure in one year if he or she has achieved tenure anywhere in the country at any time in his or her career. Conn. Gen. Stat. § 10-151(a)(6)(D). This change is unwise, and it reflects the General Assembly at its worst, flailing about with changes for change sake with little regard for the affected school districts and little thought for the practical implications of the action taken. This amendment to the Tenure Act further burdens priority school districts instead of aiding them, by giving many new teachers and administrators tenure status after ten short months.

C. Teacher Dismissal

The status of a teacher as tenure or non-tenure determines his or her rights when termination of employment is proposed. The contracts of non-tenure teachers are subject either to nonrenewal or termination, but the employment of tenure teachers may be terminated only through termination proceedings, as discussed below. However, both tenure and non-tenure teachers may request a hearing before the board of education prior to contract termination.

When boards of education conduct either nonrenewal or termination hearings, they act in a “quasi-judicial” capacity, *i.e.* as a judge would act. *Conley v. New Britain Board of Education*, 143 Conn. 488 (1956); *Miller v. Monroe Board of Education*, 166 Conn. 189 (1974). Therefore, it is important that any such hearings be conducted fairly and impartially. Board of education members must make their decision on the basis of the evidence presented at the hearing, and they should not undertake independent investigation of the situation outside the hearing. Also, since the board must be impartial when it considers the superintendent’s recommendation for termination, the same lawyer may not represent both the board of education and the superintendent in the same proceeding.

The Connecticut Supreme Court has ruled that boards of education must comply with the procedural requirements of the Tenure Act. *Petrovich v. Board of Education*, 189 Conn. 585, 590 (1983); *LaCroix v. Board of Education*, 199 Conn. 70 (1986) (board of education was permitted to reinstate proceedings and comply with procedural requirements). If a board of education fails to afford the teacher a full and fair hearing, action terminating a teacher’s contract may be reversed. *See Zanavich v. Waterbury Board of Education*, 8 Conn. App. 508, *cert. denied*, 201 Conn. 809 (1986).

A threshold question concerning the tenure law is whether the teacher has been terminated, permitting review under the Act, or whether the teacher voluntarily resigned, relinquishing any rights under the statute. In *Geren v. Brookfield Board of Education*, 36 Conn. App. 282, *cert. denied*, 232 Conn. 907 (1994), the appellate court held that the teacher was not entitled to proceed under the tenure law to pursue claims concerning whether his resignation was voluntary. Similarly, in *Kolenberg v. Stamford Board of Education*, 206 Conn. 113, *cert. denied*, 487 U.S. 1236 (1985), the Connecticut Supreme Court ruled that a teacher was not entitled to proceed under the tenure law; rather, the teacher’s employment had terminated independent of the statute because of the teacher’s failure to provide timely notice of intent to return from leave in accordance with the collective bargaining agreement.

Most teacher resignations occur in the context of a settlement agreement. Such agreements are generally binding, even if the teacher has second thoughts. For example, in *Rice v. Regional School District #4 Board of Education*, 2014 WL 4746869 (Conn. Super. 2014), a principal (a “teacher” under the Tenure Act) signed pursuant to a comprehensive settlement agreement. When later the district provided related documents in response to an FOIA request, the principal sued for breach of contract. The superior

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court noted that the separation agreement specifically referenced the potential need to respond to requests for information under the Freedom of Information Act, and it dismissed all of the former principal's claims. See also *Mitchell v. New Haven Board of Education*, 2001 WL 1231662 (Conn. Super. 2001) (reinstatement agreement that includes resignation on date certain binds teacher). In one case, a teacher submitted an irrevocable letter of resignation, and then claimed that her due process rights were violated when the superintendent refused to permit her to revoke her resignation. However, the court rejected those claims and granted the school board's motion to dismiss, *Jarry v. Southington Board of Education*, No. 3:03954 (WWE) (D. Conn. 2010) (teacher resigned after being confronted for appearing on the Howard Stern show after calling in sick).

A second threshold question is whether and when the provisions of the Teacher Tenure Act are triggered if a teacher's position is reduced from full-time to part-time. The Tenure Act does not address this situation expressly, but it does provide that employment of fifty percent or more is considered "full-time" employment. Conn. Gen. Stat. § 10-151(a)(4). Consequently, the Second Circuit ruled in 2014 that an assignment reduction to fifty percent is not a "termination" under the Tenure Act. *Mirabilio v. Regional School District 16*, __ F.3d __, 2014 WL 3732928 (2d Cir. 2014). That decision left open the question of whether a reduction to less than fifty percent would in fact be considered a termination of employment, but it is advisable to presume it would be.

Another related question is whether a teacher may seek judicial relief without going through the procedures of the Teacher Tenure Act by resigning and then claiming that he or she was constructively terminated. Generally, exhaustion of procedures under Section 10-151 is required before a teacher may seek judicial review of his or her termination of employment. *Drahan v. Board of Education of Regional School District No. 18*, 42 Conn. App. 480, *cert. denied*, 239 Conn. 921 (1996); *Murphy v. Young*, 44 Conn. App. 677 (1997). See also *Sidorova v. East Lyme Board of Education*, 2014 WL 2054320 (Conn. Super. 2014) (holding that teacher's various claims should have been brought through tenure proceedings; *Shields v. City of Bridgeport*, 22 Conn. L. Rptr. No. 15, 520 (October 12, 1998) (Conn. Super. 1998) (terminated teacher not permitted to assert claim of discrimination on the basis of mental disability; Section 10-151 is exclusive remedy).

In rare circumstances, teachers may proceed with litigation after resigning. The Connecticut Supreme Court has held that exhaustion of remedies under the Tenure Act is not necessary if the teacher's claim is

constructive discharge and such administrative proceedings would be demonstrably futile or inadequate. In *Mendillo v. Board of Education*, 246 Conn. 456 (1998), a principal claimed she resigned because she was being harassed. In its decision, the court emphasized the general rule that teachers must request a hearing under Section 10-151 and go through the process before seeking judicial review. Without ruling on the truth of the plaintiff's claims in *Mendillo*, however, the court held that the principal (a "teacher" under the Tenure Act) could seek judicial redress notwithstanding her prior resignation, because proceedings under the Teacher Tenure Act are not designed to resolve claims of harassment and infliction of emotional distress, which she alleged. See also *Stallworth v. Town of Waterford*, 2003 Conn. Super. LEXIS 769 (Conn. Super. 2003); *Forgue v. Ledyard Board of Education*, 2003 Conn. Super. LEXIS 3669 (Conn. Super. 2003).

These cases illustrate the difficulty in defeating such claims without a costly trial; it is difficult for school officials to prevail on a motion for summary judgment because the courts will assume the allegations to be true for the purpose of considering whether to dismiss the case. However, not all such claims go to trial. See *Appleton v. Stonington Board of Education*, 254 Conn. 205 (2000) (given teacher's voluntary resignation, court affirmed dismissal of her various claims); *Dollard v. Orange Board of Education*, 63 Conn. App. 550 (2001) (alleged cabal by school administrators to get school psychologist to resign does not meet standard for claim of intentional infliction of emotional distress). Compare *Pudim v. Colella*, 2004 U.S. Dist. LEXIS 24096 (D. Conn. 2004) (alleged willful refusal to accommodate disability may constitute intentional infliction of emotional distress). Similarly, the courts have ruled that they lack subject matter jurisdiction to consider a teacher's Section 10-151 (or other) claims if the teacher had an administrative remedy through the grievance procedure. *Kolenberg v. Board of Education*, 206 Conn. 113 (1988); *Schwab v. City of Hartford*, 2003 Conn. Super. LEXIS 3102 (Conn. Super. 2003); *Skopek v. Board of Education of the Town of Thompson*, 2005 WL 2078521 (Conn. Super. 2005).

1. Non-tenure teachers

The contract of employment of a teacher who has not yet achieved tenure status may be terminated in either of two ways, either through "nonrenewal" or through "termination." The Teacher Tenure Act provides that the contract of a non-tenure teacher will be renewed from year to year, unless (1) the teacher receives written notification by May 1 of one school year that his or her contract will not be renewed for the next school year or (2) the contract is terminated in accordance with statutory procedures.

a. Nonrenewal

Nonrenewal may be effected by providing written notification to a non-tenure teacher by May 1 that his or her contract will not be renewed for the following year. There is some uncertainty as whether the board of education or the superintendent must give such notification. Prior to 1995, it was the general practice to have the board of education vote either to consider termination of contract or to notify a teacher of nonrenewal of the contract. In 1995, however, the General Assembly clarified Section 10-151 to give the superintendent the express authority under the tenure law to initiate termination proceedings.

Unfortunately, the General Assembly did not similarly clarify the provision in the Teacher Tenure Act concerning notification of nonrenewal. The statute requires that the teacher receive "written notice" of nonrenewal by May 1, but it does not specify who should send such notice. It is therefore not clear whether a board of education vote is necessary to effect nonrenewal of a teacher contract. Given that the superintendent is by law the chief executive officer of the board of education, it is highly likely that notification from the superintendent will effectively non-renew the contract of a non-tenure teacher. Moreover, when a teacher admits receiving notification of nonrenewal and then participates fully in the nonrenewal hearing, the teacher cannot later claim that notification issued by the superintendent was defective. See *Joanou v. East Lyme Board of Education*, 165 Conn. 671 (1974). Unless and until this question is answered through legislative clarification or judicial decision, however, the prudent course is to have the board of education vote to direct the superintendent to give written notice to the individual non-tenure teacher(s) that his or her contract will not be renewed for the following year. However, any such vote is technical in nature, and the board of education should not receive and review the any evidence in taking any such vote. As discussed below, teachers whose contracts have not been renewed have the right to request a hearing before the board of education, and any such hearing would be the appropriate time for the board to consider evidence from both the superintendent and the teacher as to the merits of the nonrenewal.

The teacher must actually *receive* the written notification before May 1. When these steps are taken, the contract will terminate at the end of that school year. It is not enough, however, to have a board vote or to provide the affected teacher with verbal notification. School officials, therefore, should not wait until the last minute before providing such notification.

As stated above, there is some question concerning the notice requirement when a teacher has achieved tenure previously in another Connecticut school district within the preceding five years (or, in the case of employment in a priority school district, anywhere in the United States ever). The statute simply provides that such teachers achieve tenure unless they receive notification of nonrenewal "prior to the completion of the twentieth school month of employment" (or prior to "ten months of employment" in a priority school district). Conn. Gen. Stat. § 10-151(a)(6)(C),(D). In accordance with the terms of the statute, notification of nonrenewal at any time during the twenty-month period (or ten month period in the case of employment of a previously-tenured teacher in a priority school district) should result in nonrenewal of the contract for the following year. No courts have ruled, however, on the impact, if any, of the May 1 date on that action. The most a "fast track" teacher notified after May 1 could claim, however, would be that he or she has a contract for the following year, albeit in a non-tenure capacity, and such a claim would be inconsistent with the purposes of the statute as clarified in 1995.

A teacher who receives notification of nonrenewal has the right to request a written statement of the reason or reasons for nonrenewal. The teacher must request such reasons within three days of receipt of notification of nonrenewal, and the district must provide that statement of reasons within four days of receipt of the request. Conn. Gen. Stat. § 10-151(c). Such a statement is likely subject to disclosure under the Freedom of Information Act, however, and therefore a teacher should think twice before asking that such a record be created.

Within ten days of receipt of notification of contract nonrenewal, a teacher is also entitled to request a hearing before the board of education unless the reason given for the nonrenewal is elimination of position or loss of position to another teacher (in which case there is no right to a hearing). The Teacher Tenure Act requires that the hearing convene within fifteen days, which may be extended by mutual agreement for an additional fifteen days. The law further provides, however, that a hearing on contract nonrenewal is not to consider the matter *de novo*, *i.e.* independently of the prior decision. Rather, there is a presumption in favor of the nonrenewal decision, and the board of education should rescind the nonrenewal decision only if it finds the decision to be arbitrary and capricious. Given this responsibility to consider rescinding a nonrenewal decision, discussion of the merits of the nonrenewal decision should be limited to the hearing, and the board should not consider

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b. Contract termination

In addition to nonrenewal, a board of education may terminate the contract of a non-tenure teacher at any time for one or more of the six reasons set out in the tenure law (*i.e.* inefficiency, incompetence or ineffectiveness, insubordination against the reasonable rules of the board, moral misconduct, disability as shown by competent medical evidence, reduction in force, or other due and sufficient cause). Conn. Gen. Stat. § 10-151(c) and (d). If the nonrenewal deadline is missed or if cause arises late in the year, contract termination may be the appropriate course of action.

Once the superintendent has notified a non-tenure teacher that termination of his or her contract is under consideration, within three days of receiving such notification, the teacher may request reasons for the proposed termination. The superintendent must provide the statement of reasons within the succeeding four days. Also, the teacher may request a hearing within ten days after receipt of notice that contract termination is under consideration. *Id.* If the teacher does not exercise this right within the prescribed ten-day period, the board may then vote to terminate the contract without holding a hearing. It is advisable, therefore, that the superintendent present to the board the reason for contract termination, so that it is clear that the termination was properly based on one or more of the statutory reasons for contract termination.

For non-tenure teachers, the hearing will be held before the board of education or a subcommittee designated by the board unless *both* the teacher and the board request that the hearing be conducted by a single impartial hearing officer. Therefore, the superintendent may deny a request from a non-tenure teacher for hearing before an impartial hearing officer.

The standard for contract termination is significantly different from that for nonrenewal. A decision to terminate must be based on findings made on the evidence presented at the hearing. Those findings must establish cause under one or more of the six reasons for contract termination, discussed in detail below. Also, as a matter of due process, the board of education must adopt a written decision, setting out the findings on which the termination decision is based. *Lee v. Bristol Board of Education*, 181 Conn. 69 (1980).

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If the board votes to terminate the teacher's contract, the contract is terminated immediately (unlike nonrenewal, which is effective at the end of the school year). Also, following a board of education vote on contract termination, a non-tenure teacher has only a limited right of appeal. Appeal by a non-tenure teacher is permitted under the statute only if the reason for termination was either "moral misconduct" or "disability as shown by competent medical evidence." Conn. Gen. Stat. § 10-151(c). Notwithstanding this limitation, a non-tenured teacher who claims that his or her termination violated his or her constitutional rights (which include the right to "due process") or statutory rights may file an independent lawsuit to seek review of the claimed constitutional or statutory violation. *Simard v. Groton Board of Education*, 473 F.2d 988 (2d Cir. 1973).

2. Tenure teachers

Termination of the contract of a tenure teacher (other than by a voluntary resignation or retirement) must be effected by the procedures set out in the tenure law. Conn. Gen. Stat. § 10-151(d). To initiate the process, the superintendent provides written notification that contract termination is under consideration. However, it is still necessary for the board of education to vote to terminate.

Generally, that vote is taken after a hearing, as described below. If the teacher does not request a hearing within the specified ten-day period, the board of education may vote to terminate. A late request for hearing, however, may not constitute a waiver of the right to a hearing. In *Norris v. Board of Education Town of Waterford*, 1998 WL 19898 (Conn. Super. 1998), the Superior Court held that the then-applicable twenty day time limit was directory (not mandatory), and it ruled that the board of education should have given the teacher a hearing since it received her request for a hearing before it took action on the contract. When no request is received before board action, the superintendent should present to the board of education the basis for the termination, so that it is clear that the action to terminate the contract is based on one or more of the statutory reasons.

a. Statement of reasons

With the 2014 revisions to the Tenure Act, when the superintendent provides the teacher written notification that contract termination is under consideration, he or she must now also provide the statement of reasons for the proposed termination. The statement of reasons should identify the statutory grounds for the proposed termination, *i.e.* which of the reasons

enumerated in Conn. Gen. Stat. § 10-151(d) are in issue. The statement of reasons should also include a narrative description of the facts that support the proposed termination, but the statement of reasons does not have to list exhaustively all relevant facts. See *Meehan v. East Lyme Board of Education*, 1994 WL 86330 (Conn. Super. 1994), *aff'd* 37 Conn. App. 992 (1995); *Sperrow v. Region 7 Board of Education*, 2002 Conn. Super. LEXIS 3766 (Conn. Super. 2002). Rather, the superintendent, acting with the assistance of legal counsel, should simply describe the circumstances on which the recommendation for termination is based with sufficient specificity to give the teacher in question fair notice of the charges against him or her.

b. Hearing

Within ten days of receipt of notification that contract termination is under consideration, the teacher can request a hearing. Tenure teachers may elect that either the board of education or a single impartial hearing officer conduct the hearing. The superintendent has the same right to elect an impartial hearing officer. That right is rarely exercised, however, because teachers almost invariably elect a hearing officer, and board of education hearings over the proposed termination of a tenure teacher are rare. If the board of education is to hear the case, the statute permits the board of education to designate a subcommittee of three or more members to hear the case and submit written findings and a recommendation to the entire board for action.

When either the teacher or the superintendent elects that an impartial hearing officer conduct the hearing, the parties are expected to select the hearing officer by mutual agreement. However, if prompt agreement on the selection of a hearing officer is not possible, the statute provides that, if the parties have not selected a neutral within five days after the request for a hearing, the American Arbitration Association (AAA) shall select the impartial hearing officer in accordance with its procedures for selecting a neutral arbitrator in grievance arbitration proceedings. If the AAA does not select the neutral within the next five days, the authority to conduct the hearing reverts to the board of education or a subcommittee it may designate. Accordingly, it behooves the teacher to make sure that the impartial hearing officer is promptly selected in accordance with statute.

The hearing, whether before the board of education, a subcommittee of the board or a single impartial hearing officer, is to commence within fifteen days of the board's receipt of the request for a hearing, unless the parties agree to an extension. Given widespread concern over delays in

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adjudicating teacher dismissal cases, the tenure law was amended in 1995 to provide that any such extension in the time for commencing the hearing may not exceed fifteen days. Conn. Gen. Stat. § 10-151(d).

Either the teacher or the body hearing the case (single hearing officer, board of education, or board subcommittee, as the case may be) may designate that the hearing be in public; otherwise the hearing will be conducted in private. If the board of education or a committee of the board hears the case, the hearing will be a "meeting" under the Freedom of Information Act, and the hearing therefore must be posted, though unless the teacher requests otherwise, the board or committee may convene into executive session for the purpose of "discussion concerning the . . . employment . . . of a public employee . . ." Conn. Gen. Stat. § 1-200(6). Any vote on contract termination, however, must be taken in public session.

The teacher has the right to appear at the hearing with counsel, at his or her own expense. The other expenses of the hearing are to be shared. The statute provides that "each party shall share equally the fee of the hearing officer and all other costs incidental to the hearing." In one case, the teacher did not submit timely payment to the neutral arbitrator, and she was deemed to have waived her right to a hearing. That determination was affirmed on appeal. *Myers v. City of Hartford*, No. 3:03 cv 652 (PCD) (D. Conn. 2005).

The statute deals separately with the transcript. The board of education is responsible for maintaining a verbatim record of the proceedings, and, at the teacher's request, the board of education must provide the teacher with a copy of the transcript of the hearing within fifteen days of the board's decision. The statute further provides, however, that the teacher bears the cost of any such copy. Conn. Gen. Stat. § 10-151(d). Given these provisions, the teacher (through the collective bargaining agent or otherwise) and the school district typically share the cost of the transcript. The transcript is usually used in the preparation of briefs, which, of course, occurs prior to the decision of the board of education. The impartial hearing officer also typically wants a copy of the transcript for his/her deliberations, which the parties provide at their cost.

The superintendent has the burden of proving that cause for termination exists, and therefore he or she presents his or her case first. Then the teacher has an opportunity to present his or her evidence and argument that there is no cause for termination. The scope of the hearing should be limited to the reasons given for the recommendation of

termination, and it need not be a forum for reviewing education policy decisions of the board of education. For example, in *Harhay v. Ellington Board of Education*, 44 Conn. App. 179 (1997), the teacher claimed that the hearing panel improperly excluded evidence concerning her claim that the elimination of her position violated the duty of the board of education to implement the educational interests of the state. The panel ruled (and the court affirmed), however, that the hearing was properly limited to the questions of whether the teacher's position was eliminated, and whether there was another position available for which the teacher was qualified. See also *Yaffe v. Meriden Board of Education*, 34 Conn. Supp. 115 (1977) (hearing concerning laid-off teacher was appropriately limited to whether the position was eliminated and, if so, whether the teacher's contract was properly identified for termination).

As discussed above, the scope of a hearing over incompetence or ineffectiveness has been limited even more, in both time and scope. Effective July 1, 2014, a hearing over termination for incompetence or ineffectiveness is limited to twelve hours, six hours for each side, to present evidence and testimony. These timelines, however, are subject to extension by the hearing officer for good cause shown. Moreover, the statute provides that the hearing shall simply "address the question of whether the performance evaluation ratings of the teacher were determined in good faith in accordance with the program developed by the local or regional board of education pursuant to section 10-151b and were reasonable in light of the evidence presented."

When the hearing is held before the board of education, the board must decide the matter and send the teacher its decision within fifteen days after the close of the hearing. Also, as a matter of due process, if a board of education hears a termination case, it is obligated to provide the teacher with a written decision that summarizes the evidence relied upon and the basis for the decision. *Lee v. Bristol Board of Education*, 181 Conn. 69 (1980).

When the hearing is held before an impartial hearing officer or a subcommittee of the board, the hearing body must make findings of fact and a recommendation as to contract termination to the board of education, which has the final decision-making authority, as described below. Conn. Gen. Stat. § 10-151(d). The statute requires that the hearing body send such findings and recommendation within forty-five days of the request for a hearing, with the proviso that the parties may agree to extend the time for providing such findings of fact and recommendation to the board of education by a maximum of fifteen days, for a total of sixty days from receipt of the request for a hearing. Any extensions agreed upon concerning the convening of the

the right to present further argument before the Board of Education. In *Pagano v. Torrington*, 4 Conn. App. 1 (1985), the Appellate Court ruled that a teacher's right of due process was satisfied by the hearing process before the impartial hearing panel (before provision for impartial hearing panels was eliminated in 2014), and that the teacher may not insist as a matter of due process on addressing the board of education as it considers a panel's report. The same analysis, of course, holds true for the report of a subcommittee of the board or of an impartial hearing officer.

The board of education is not bound by the recommendation, and where the findings of fact reasonably support a decision to terminate, the board of education may reject a contrary recommendation and vote to terminate. For example, in a case where the teacher was found guilty of shoplifting, the panel recommended against termination, but the board of education voted to terminate despite the recommendation. The Connecticut Supreme Court upheld the Board's decision and dismissed the teacher's appeal. *Petrino v. Shelton Board of Education*, 179 Conn. 428 (1980).

If the findings of fact do not reasonably support termination, however, a board of education will not be permitted to reject the panel's recommendation and terminate the contract. *Catino v. Hamden Board of Education*, 174 Conn. 414 (1978). Finally, while courts will generally defer to the judgment of the board of education, in one well-known case, the Connecticut Supreme Court reversed a termination based on one incident of insubordination. Given the teacher's otherwise good record, the court held that the board's decision was an abuse of discretion. *Tucker v. Norfolk Board of Education*, 177 Conn. 572 (1979). More recently, however, the court has held that one incident can establish cause to terminate, notwithstanding the panel's recommendation otherwise. *Rogers v. New Haven Board of Education*, 252 Conn. 753 (2000) (dismissal of tenured administrator upheld, notwithstanding panel recommendation to the contrary, for failing to intervene in a strip search of students and failure to familiarize herself with applicable board policy).

Finally, there is an implicit duty imposed on the teacher to participate in the termination hearing process in good faith. One teacher in Hartford requested a hearing concerning her termination, and after the hearing commenced, she then refused to continue to pay her half of the neutral chairperson's fees, causing the chairperson to terminate the hearing process. When the Board then terminated her employment, she filed a claim in federal court, alleging that her due process rights were violated. However, the court found that she had been informed of her obligation, and that she

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d. Appeal

If the employing board of education terminates a tenured teacher's contract, he or she may appeal to superior court in accordance with Conn. Gen. Stat. § 10-151(e). Significantly, any such appeal does not stay the termination, and the teacher will be off the payroll during the appeal process. Moreover, the appeal is based on the record that was created during the Section 10-151 hearing process. In 1995, the General Assembly amended the law to delete the provision permitting the parties to present additional evidence to the court on appeal. See *Hanes v. Bridgeport Board of Education*, 23 Conn. L. Rptr. No. 5, 163 (Conn. Super. 1998). Except in extreme situations similar to those described in the *Mendillo* case (described above), teachers must pursue their Section 10-151 remedies. If they do not, the court will dismiss their claims for lack of subject matter jurisdiction. *Myers v. City of Hartford*, No. 3:03 cv 652 (PCD) (D. Conn. 2005). Moreover, a teacher may not appeal based on a collateral attack on the union, claiming a failure to represent the teacher adequately. Rather, such a claim must first be raised with the Connecticut State Board of Labor Relations as an alleged breach of the duty of fair representation. *Valenzisi v. Connecticut Education Association*, 2012 WL 5278593 (Conn. Super. 2012), *aff'd* 150 Conn. App. 47 (2014).

That said, whether or not a teacher whose contract is terminated appeals under Conn. Gen. Stat. § 10-151, he or she may be able to bring a collateral attack on the termination decision based on an alleged violation of other statutory rights. The Appellate Court has ruled that a teacher terminated under the Teacher Tenure Act is still entitled to the protections of the Connecticut Fair Employment Act, Conn. Gen. Stat. § 46a-51 *et seq.* *Langello v. West Haven Board of Education*, 142 Conn. App. 248 (2013) (reviewing claim and dismissing it). See also *Festa v. East Haven Board of Education*, 145 Conn. 500 (2013) (acknowledging right of trial court to consider disability claim, but reversing because no violation occurred); *Baker v. Ellington Board of Education*, 2013 WL 6331159 (D. Conn. 2013) (allegation that non-renewal was based on age discrimination permitted to go to trial); *Wanamaker v. Westport Board of Education*, 2014 WL 1281937 (D. Conn. 2014) (terminated teacher permitted to pursue her claims of disability and pregnancy discrimination in federal court). *But see Diaco v. Norwalk Board of Education*, 54 Conn. L. Rptr. 218 (Conn. Super. 2012) (teacher's claim of disability discrimination under the Conn. Fair Employment

Practices Act dismissed because teacher did not exhaust his administrative remedy under Section 10-151(d)).

3. Reasons for contract termination

The grounds for contract termination are the same for both tenure and non-tenure teachers. They are:

- 1) inefficiency, incompetence or ineffectiveness, provided, if a teacher is notified on or after July 1, 2014 that termination is under consideration due to incompetence or inefficiency, the determination of incompetence is based on evaluation of the teacher using teacher evaluation guidelines established pursuant to Section 10-151b;
- 2) insubordination against the reasonable rules of the board of education;
- 3) moral misconduct;
- 4) disability, as shown by competent medical evidence;
- 5) elimination of the position to which the teacher was appointed or loss of position to another teacher, provided:
 - a. there is no vacant position for which the teacher is qualified;
 - b. (in the case of a tenure teacher) there is no position held by a non-tenure teacher for which the tenure teacher is qualified; and
 - c. the teacher whose contract is to be terminated is identified in accordance with a negotiated reduction-in-force procedure or a written board policy; and/or
- 6) other due and sufficient cause.

Conn. Gen. Stat. § 10-151(d). Moreover, there is a general expectation that teachers will act ethically, and when they do not, contract termination for one or more of the reasons above may be warranted. *See Code of Professional Responsibility for Teachers*, Conn. St. Reg. § 10-145d-400a.

A comprehensive review of the case law is beyond our scope here, but a few general comments on each of these reasons may be helpful.

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As of July 1, 2014, the first reason for contract termination under the statute is "inefficiency, incompetence or ineffectiveness." Conn. Gen. Stat. § 10-151(d)(1). This first reason for contract termination under the Teacher Tenure Act was long framed simply as "inefficiency or incompetence." However, neither the statute nor the case law provided any guidance as to what, if any, the difference is between these two terms. One might argue that "inefficiency" is a failure to teach in an effective manner even though one has the ability to do so, whereas "incompetence" is an inability to do so. However, the distinction, if any exists, has not been significant in any reported cases. Moreover, in recent statutory amendments, the reference to "inefficiency" has been overlooked, and it is not clear what if any meaning it still has. In any event, hearings involving teacher inefficiency or competence were burdensome and long because proving that a teacher's performance is incompetent involved presenting evidence spanning months and sometimes years of observations and evaluations.

In 2000, the statute was amended to connect competence determinations directly to the teacher evaluation and support plan, by providing "if a teacher is notified on or after July 1, 2000, that termination is under consideration due to incompetence, the determination of incompetence is based on evaluation of the teacher using teacher evaluation guidelines established pursuant to section 10-151b." It was another twelve years, however, before the General Assembly made meaningful change in this provision. Public Act 12-116, An Act Concerning Educational Reform, fundamentally changed the landscape of competence determinations. This first reason for contract termination is now

inefficiency, incompetence or ineffectiveness, provided, if a teacher is notified on or after July 1, 2014, that termination is under consideration due to incompetence or ineffectiveness, the determination of incompetence or ineffectiveness is based on evaluation of the teacher using teacher evaluation guidelines established pursuant to section 10-151b.

This change was made in conjunction with the significant changes in the teacher evaluation and support process, described in Section D, Teacher Evaluation, below. As specifically required by the statute, administrators must determine whether a teacher's performance is competent or ineffective through the teacher evaluation and support plan. Given how "inefficiency"

has been overlooked, it is not clear whether that word has any continuing meaning. In any event, once that termination is made, the Teacher Tenure Act sets out a new abbreviated hearing process to determine when the issue is whether a teacher's contract should be terminated for incompetence or ineffectiveness.

The Teacher Tenure Act now provides that a hearing over whether a teacher is incompetent or ineffective shall address the question of whether

- the performance evaluation ratings of the teacher were determined in good faith;
- in accordance with the program developed by the local or regional board of education pursuant to section 10-151b; and
- were reasonable in light of the evidence presented.

Give that this new language has never been tested, we cannot know how it will work, but a few things are clear. First, compliance with the procedural requirements of the teacher evaluation and support plan is essential. The premise of the law, adopted in conjunction with the new detailed requirements for teacher evaluation and support plans, is that not possible fairly to decide someone is not competent or effective if the administration does not follow the plan. Moreover, given the requirement that the ratings be determined in "good faith," it is critically important that there never be a rush to judgment and that conclusions about a teacher's competence or effectiveness not be made except in accordance with the plan. Finally, we do not know how the hearing officer or the board will decide whether a determination of incompetence or ineffectiveness was "reasonable in light of the evidence presented."

What is clear is that these hearings are limited in scope. The statute expressly provides that the hearing shall be limited to twelve total hours of evidence and testimony, with each side allowed not more than six hours to present evidence and testimony. The statute does provide that the hearing body, the board of education, subcommittee of the board or impartial hearing officer may extend the time period for evidence and testimony at the hearing when good cause is shown. But the provision for only six hours in the first instance to present the case for termination (and another six hours to defend) must reflect an expectation that the hearing efficiently address each of the three elements.

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- b. "Insubordination against the reasonable rules of the board of education"

Insubordination can be a basis for the termination of any employee. Insubordination may be defined as willful defiance of a directive by a supervisor. The tenure statute specifies that this reason for termination of a teacher's employment must relate to the "reasonable rules of the board of education." Conn. Gen. Stat. § 10-151(d)(2). Given this wording, such a case against the teacher would involve a violation of specific board policy or other rules. See *Rogers v. New Haven Board of Education*, 252 Conn. 753 (2000). Arguably, in the absence of specific board rules prohibiting such conduct, a teacher who is repeatedly insubordinate to his or her principal would not be subject to dismissal under this provision. However, a teacher who engages in such misconduct would be subject to contract termination under the standard of "other due and sufficient cause," discussed below. *Tucker v. Norfolk Board of Education*, 177 Conn. 572 (1979).

- c. "Moral misconduct"

Termination of a teacher's contract for moral misconduct is obviously a most serious matter, and the superintendent has a heavy burden in such cases. However, such action is expressly authorized by the tenure statute. Conn. Gen. Stat. § 10-151(d)(3). Often, we think of "moral misconduct" as referring to sexual matters. See *Flaskamp v. Dearborn Public Schools*, 385 F.3d 935 (6th Cir. 2004) (teacher's rights were not violated by termination for sexual affair with former student). However, the term "moral misconduct" may be interpreted broadly. The Connecticut Supreme Court declined to provide an exhaustive definition of "moral misconduct," but it held that "moral misconduct" includes criminal conduct that constitutes a felony. *Rado v. Naugatuck Board of Education*, 216 Conn. 541 (1990).

The finding that committing a felony can be "moral misconduct" is significant in a (sadly) common situation -- driving while under the influence of intoxicating alcohol or drugs. While a first offense is not typically considered grounds for termination (though of course it could be grounds for a disciplinary warning), a second offense may well be. See *McCoy v. Commissioner of Public Safety*, 300 Conn. 144 (2011) (a second DUI conviction is considered a felony because it carries with it a possible term of imprisonment in excess of one year).

If and when a local or regional board of education terminates a teacher's contract for "moral misconduct," it must notify the Commissioner of Education. Conn. Gen. Stat. § 10-145b(j)(5). On a related note, school officials are required to notify the Commissioner if they learn that a teacher (or a holder of a permit or authorization) has been convicted of any crime, presumably so that the Commissioner can determine whether to initiate certification revocation proceedings. Conn. Gen. Stat. § 10-221d(a). See Chapter Seven, Section C(5)(a).

If the moral misconduct involves child abuse, there are other responsibilities. See Chapter Four, Section F. Mandated reporters must immediately report to DCF if they have reasonable cause to suspect or believe that abuse or neglect has occurred. Also, there are special responsibilities under statute when a report relates to a school employee. The mandated reporter must notify not only DCF, but also the person "in charge of such school," presumably the superintendent. Conn. Gen. Stat. § 17a-101i. The superintendent is then obligated immediately to notify the parent or other person responsible for the child's care.

By statute, the investigation of these matters is the responsibility of DCF, not the superintendent. Given the need to take prompt action in the school setting, however, the superintendent will likely want to conduct a review independent of the DCF investigation. Such investigation must be coordinated with DCF, which must confirm that the investigation by the school district "will not interfere with the investigation of the commissioner or such local law enforcement agency." Conn. Gen. Stat. § 10-221s.

The superintendent *may* suspend a teacher with pay and without prejudice whenever serious misconduct is alleged. Conn. Gen. Stat. § 10-151(d). However, if DCF substantiates abuse by a school employee and recommends that the teacher be placed on the registry pursuant to Conn. Gen. Stat. § 17a-101k, within seventy-two hours of such action the superintendent *must* suspend the teacher and notify the board of education (or its attorney) and the Commissioner of Education for the purpose of reviewing the teacher's employment or certification status. Conn. Gen. Stat. § 17a-101i(a). If the investigation results in the termination of the teacher's contract under the tenure law or the teacher so accused resigns his or her employment, within seventy-two hours of such termination or resignation the superintendent must again notify the Commissioner of Education, who may then initiate certification revocation proceedings. Conn. Gen. Stat. § 17a-101i(a). If the teacher is convicted of a crime of child abuse, however, there is no need for separate revocation proceedings because upon such conviction the

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Commissioner of Education may now deem the certificate of that teacher revoked. Conn. Gen. Stat. § 10-145b(j)(2). A more detailed discussion of the provisions for reporting, investigating and taking action concerning allegations of child abuse is found in Chapter Four, Section F.

- d. "Disability, as shown by competent medical evidence"

If a teacher's disability, whether physical or mental, prevents him or her from successfully serving as a teacher, his or her contract of employment is subject to termination. Conn. Gen. Stat. § 10-151(d)(4). As the statute indicates, this basis for contract termination involves the presentation and evaluation of medical evidence, rather than the judgments of the teacher's supervisors as to his or her ability to perform the duties of a teacher. If performance is unsatisfactory and there is some question as to disability, termination should be based on inefficiency or incompetence and/or other due and sufficient cause, either apart from or in conjunction with "disability, as shown by competent medical evidence."

The scope of this provision may be affected by state and federal obligations of boards of education. As recipients of federal funds, school districts have been subject to the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a), for over forty years. This law prohibits discrimination against staff members, as well as parents and students, on the basis of disability. In 1990, Congress passed the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, which expands these prohibitions and extends them to private companies. Finally, state law prohibits discrimination on the basis of disability. Consideration of contract termination due to disability must take into account the rights of persons with disabilities under these laws. See Chapter Seven, Section B(1)(d).

Notwithstanding these protections, it still may be appropriate to terminate a teacher's contract if he or she cannot perform his or her job duties due to disability. However, before making a determination that the person cannot perform his or her job, the employer must make reasonable accommodations for the disability if such accommodations will allow the individual to perform the essential job duties of his/her position fully and satisfactorily. Whether an accommodation is reasonable, and thus will be required, will depend upon whether and how any such accommodation affects the performance of job responsibilities and, possibly, upon the cost of the accommodation. If the teacher cannot perform the essential job functions with or without reasonable accommodation, the teacher is considered

disabled and his or her contract may be terminated under the tenure law. See Chapter Seven, Section B(1)(d).

e. Reduction in force

Elimination of position is the most common cause for teacher contract termination. In such cases, three conditions set out in the statute must be satisfied. First, there must be no vacant position for which the teacher to be terminated is qualified. Second, termination is not permitted if there is a position held by a non-tenure teacher, for which the teacher to be terminated is qualified. Third, the teacher's contract must be identified in accordance with a written board policy or a negotiated reduction-in-force procedure. Conn. Gen. Stat. § 10-151(d)(5). These requirements raise two related questions.

First, how does one determine whether a teacher is qualified under the tenure law to claim a vacancy or to displace a non-tenure teacher? Minimum qualification is, of course, certification, because teachers must be properly certified. However, the certification statute expressly permits school districts to prescribe qualifications in addition to certification for particular positions. Conn. Gen. Stat. § 10-145. Should a board of education wish to adopt qualifications beyond certification, it must do so for bona fide reasons in advance of a layoff. For example, one board of education facing the need to reduce music teachers attempted to require that music teachers have experience at specific levels, elementary, intermediate or high school, in order to be "qualified" to displace a non-tenure teacher. The court held, however, that the board of education could not adopt classifications at the time of impending layoffs to limit the rights of a tenure teacher. *Fedele v. Branford Board of Education*, 35 Conn. Supp. 55 (1977).

In the first instance, adoption of such qualifications is a prerogative of the board of education. However, the board may have a duty to bargain over the impact of any such decision. In another case, for example, a qualification of dual certification for a particular position was held unenforceable, because the district could not show that such a qualification was required under the negotiated reduction-in-force procedure. *McKee v. Watertown Board of Education*, 32 Conn. App. 6 (1993). However, if a qualification is adopted as part of the process of establishing and filling a position, it is likely that using such additional qualifications in the reduction-in-force procedure will be permitted.

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Second, how should we identify the teacher to be laid off? This statutory provision requires that the contract of the teacher to be terminated be identified through a written board of education policy or a negotiated reduction-in-force procedure. Such procedures may be very specific, such as those that use seniority, prior experience at a particular level or other factors to identify a teacher for contract termination. Others may provide that the superintendent or the board will apply listed factors to identify the teacher affected. In any event, it is essential that the procedure set out specifically how the teacher to be affected will be identified for layoff. In the absence of such a procedure, it is not possible to terminate a teacher's contract under this provision. *Therault v. Bloomfield Board of Education*, 31 Conn. App. 690, cert. denied, 227 Conn. 911 (1993). Moreover, since layoff relates to a mandatory subject of negotiations, the board of education may not unilaterally adopt or modify reduction-in-force criteria, even if they are set out in a board of education policy.

Finally, there are special rules that apply to reductions in force from the administrators' bargaining unit. Under Conn. Gen. Stat. § 10-151(d)(5), the contract to be terminated due to reduction in force is to be identified through the negotiated reduction-in-force procedure. Administrators are "teachers" under the Teacher Tenure Act, but they are members of the separate "administrators' unit" under the Teacher Negotiation Act. As such, they negotiate a separate reduction-in-force procedure. It was thus not clear which reduction-in-force procedure should apply. The Connecticut Appellate Court answered this question in *Connecticut Education Association v. State Board of Labor Relations*, 5 Conn. App. 253, cert. denied, 197 Conn. 814, 815 (1985). Administrators who lose their positions due to reduction in force take their place in the teachers' bargaining unit and may exercise bumping rights within that unit on the same basis as other teachers. Moreover, the court clarified that the criteria negotiated between the board of education and the teachers' bargaining representative may not disadvantage administrators by virtue of their administrative service (e.g., seniority must be interpreted to relate to service in a certified capacity, and it may not be limited to service in a teaching capacity). Notably, however, teachers are not permitted to "bump up" into the administrators' bargaining unit. *Trotta v. Plymouth Board of Education*, 32 Conn. App. 395, cert. denied, 227 Conn. 922 (1993).

f. "Other due and sufficient cause"

Finally, it may be that serious misconduct does not neatly fit into one of the first five reasons, but termination of contract may still be appropriate and necessary. The sixth reason for termination, "other due and sufficient

cause,” will support termination in such cases. Given the recent limitation of “incompetence” to determinations under the teacher evaluation plan, this ground for termination may take on even greater importance than in the past.

“Other due and sufficient cause” was challenged as too vague, but that challenge was rejected. *diLeo v. Greenfield*, 541 F.2d 949 (2d Cir. 1976). The court in *diLeo* recognized that there may be cases in which conduct similar but not identical to the other stated reasons provides cause for contract termination. However, the court cautioned that the misconduct must be of a serious nature similar to that of the other reasons.

The Connecticut courts have given meaning to the term “other due and sufficient cause.” In *Rogers v. New Haven Board of Education*, 252 Conn. 753, 769-70 (2000), the court upheld the termination of an administrator for her actions in connection with the strip search of students, stating that the courts have “treated that phrase as equivalent to good cause Thus in deciding whether particular conduct constitutes due and sufficient cause for termination, the impact of that conduct upon the operation of the school is a significant consideration.” See also *Hanes v. Bridgeport Board of Education*, 65 Conn. App. 224 (2001) (falsifying reading scores is cause for contract termination); *Sperrow v. Region 7 Board of Education*, 2002 Conn. Super. LEXIS 3766 (Conn. Super. 2002) (continuing pattern of mistreating students is cause for termination); *Cunning v. Bridgeport Board of Education*, No. CV126029866S (Conn. Super. 2014) (in the absence of specific rules, repeated disregard for supervisors’ directives was not insubordination, but teacher’s actions did constitute other due and sufficient cause).

As discussed briefly above, one source of authority for conduct that may constitute “other due and sufficient cause” is the Certification Regulations. Conn. St. Reg. § 10-145d-400a sets forth the *Code of Professional Responsibility for Teachers*. By its terms, it “shall serve as a basis for decisions on issues pertaining to licensure and employment.” These standards of conduct reflect the fact that teachers have a position of trust, and expressly prohibit a number of things, such as engaging in misconduct that would put students at risk, or misrepresenting one’s professional qualifications. Conduct that would constitute other due and sufficient cause for termination will often be found in this Code. See also *Code of Professional Responsibility for School Administrators*, Conn. St. Reg. § 10-145d-400b.

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education; inefficiency, incompetence or ineffectiveness must be shown through the teacher evaluation plan), when a teacher's serious misconduct warrants termination of contract, it is often advisable to include a reference to "other due and sufficient cause" in the statement of reasons for contract termination.

4. Suspension

The tenure statute provides that teachers may be suspended:

Nothing herein contained shall deprive a board of education or superintendent of the power to suspend a teacher from duty immediately when serious misconduct is charged without prejudice to the rights of the teacher as otherwise provided in this section.

Conn. Gen. Stat. § 10-151(d). Suspension of a teacher will typically be effected in one of three situations. First, when a recommendation for contract termination is made, the teacher will generally be suspended from duty during the hearing process. Since the quoted provision makes clear that any such suspension be "without prejudice," conventional wisdom is that the suspension will be with pay.

Second, a teacher may be suspended while allegations of misconduct are being investigated, whether or not termination proceedings are ever brought under the Teacher Tenure Act. Such a suspension is, of course, with pay and without prejudice, and it does not reflect a finding on the merits of the allegations. Rather, such a suspension simply removes the teacher from the school environment while the investigation is conducted.

Conn. Gen. Stat. § 17a-101i(a) addresses one such situation of suspension during an investigation. It requires that the superintendent suspend a certified teacher whenever an investigation of child abuse by the Department of Children and Families establishes that there is evidence of abuse and the teacher is recommended for inclusion on the child abuse and neglect registry. The law specifies that such suspension "shall be with pay and shall not result in the diminution or termination of benefits to such employee," and it requires that the superintendent notify the board of education and the Commissioner of Education within seventy-two hours of the reasons for and conditions of the suspension.

Third, a teacher may be suspended as a disciplinary measure without regard to the tenure law. Under the concept of progressive discipline, suspension without pay is a disciplinary intervention that is on the continuum of progressively severe disciplinary actions of oral warning, written warning, suspension and termination. Any such suspension is not subject to review under the tenure statute, because it does not involve termination of the teacher's contract. *Tucker v. Norfolk Board of Education*, 190 Conn. 748 (1983). Moreover, a suspension is not subject to judicial review. *Tucker v. Norfolk Board of Education*, 4 Conn. App. 87 (1985). However, since such a suspension involves loss of pay, due process obligations come into play. It is therefore appropriate to give the affected teacher an opportunity for a hearing, either before the superintendent or the board of education, before the suspension is imposed. Also, some boards impose such hearing requirements or otherwise limit the authority of the superintendent to suspend through board policy. Finally, in some collective bargaining agreements, there is provision for review through the grievance procedure of whether disciplinary action, including a suspension, is for "just cause."

D. Teacher Evaluation

Connecticut law vests in the superintendent of schools responsibility for the evaluation of all certified staff, *i.e.* teachers, principals and all other administrators below the rank of superintendent. Conn. Gen. Stat. § 10-151b(a) has long provided that the superintendent shall "continuously evaluate or cause to be evaluated each teacher." However, expansive new requirements for teacher evaluation have been at the center of education reform, including significant changes in the Teacher Tenure Act, as described in Section C, above. In the following, we will review these statutory changes, the new required components of teacher evaluation and support programs, and related practical issues that school districts now confront in teacher evaluation and supervision.

1. The Teacher Evaluation and Support Program

As part of an overhaul of the teacher evaluation and tenure process, the General Assembly fundamentally changed the requirements for teacher evaluation. Section 10-151b had long simply provided that superintendents shall "shall continuously evaluate or cause to be evaluated each teacher" "in accordance with guidelines established by the State Board of Education, for the development of evaluation programs and such other guidelines as may be established by mutual agreement between the local or regional board of education and the teachers' representative chosen pursuant to section 10-

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153b." From time to time, the State Board reviewed and revised these guidelines. For some time before the statutory changes, school boards had to follow the Guidelines for Teacher Evaluation and Professional Development published by the State Department of Education in May, 1999. Originally, there were no separate administrator evaluation guidelines. However, in June 2002, the State Board of Education adopted new School Leader Evaluation and Professional Development Guidelines that supplemented the 1999 Guidelines for Teacher Evaluation and Professional Development, and applied specifically to the responsibilities of school administrators.

Fundamental changes in the system for teacher evaluation in Connecticut were first made in 2010, when the General Assembly passed Public Act 10-111, An Act Concerning Educational Reform in Connecticut. There, the General Assembly established the Performance Evaluation Advisory Council (PEAC), which by statute includes one representative from the following organizations: the Connecticut Association of Boards of Education, the Connecticut Association of Public School Superintendents, the Connecticut Federation of School Administrators, the Connecticut Education Association and the American Federation of Teachers-Connecticut, as well as persons selected by the Commissioner of Education "who shall include, but not be limited to, teachers, persons with expertise in performance evaluation processes and systems, and any other person the commissioner deems appropriate." Conn. Gen. Stat. § 10-151d. PEAC was charged with the responsibility for assisting the State Board of Education in establishing guidelines for a model teacher evaluation program. PEAC did just that (and its work continues in an advisory capacity). The State Board of Education was originally required to adopt such model guidelines on or before July 1, 2013, but Public Act 11-135 moved that date up to July 1, 2012. Public Act 12-116 expanded on the required elements of teacher evaluation programs, clarifying that the superintendent (or his/her designee, of course) may conduct formative assessments as part of the process of developing a summative evaluation for a teacher, as well as specifying that any teacher who does not receive a summative rating in a given year shall be given a "non-rated" designation for the year. It also elaborated and expanded upon the criteria for teacher evaluation and support plans, including for the first time the requirement that the summative evaluation of a teacher place the teacher in one of four categories: Exemplary, Proficient, Developing or Below Standard. In accordance with this statutory mandate, in consultation with PEAC and in accordance with its recommendations, on June 27, 2012, the State Board of Education did indeed adopt the Connecticut Guidelines for Educator Evaluation.

The General Assembly made further changes in the statutory requirements for teacher evaluation in Public Act 13-245, including revisions to the procedures for boards of education to adopt their teacher evaluation and support plans, as well as clarifying that the adoption of the teacher evaluation and support plan is outside the scope of mandatory negotiations under the Teacher Negotiation Act, Conn. Gen. Stat. § 10-153a *et seq.* At the time of this writing, all Connecticut school districts are required to have in place teacher evaluation and support programs consistent with the Guidelines, as described in the following.

PEAC has continued its work, and it proposed further changes in the Connecticut Guidelines for Educator Evaluation, which changes the State Board of Education adopted on February 6, 2014 and May 7, 2014 respectively, and the Guidelines Amended through May 7, 2014 (hereinafter simply Guidelines) are in force as of this writing. Future updates to the Guidelines, if any, will be included electronically (accessible through the CD) [HERE](#).

a. Responsibility for adopting the plan

Historically, school boards were obligated to adopt professional development plans, including plans for teacher evaluation, with the advice and assistance of the representatives of the exclusive bargaining representatives of teachers and administrators. Then, in 2009, the General Assembly amended Conn. Gen. Stat. § 10-220a to require that boards of education establish professional development committees (which were renamed “professional development and evaluation committees” in 2013). These committees were given primary responsibility for the “development, evaluation and annual updating of a comprehensive local professional development plan for certified employees of the district,” which is to “provide for the ongoing and systematic assessment and improvement of both teacher evaluation and professional development of the professional staff members of each such board.” Despite this broad authority of this committee, boards of education had the sole authority to adopt the teacher evaluation plan for the school district under Conn. Gen. Stat. § 10-151b. Through educational reform efforts, that all changed.

Now, the statute clearly sets forth a process that school districts must follow in developing and adopting a teacher evaluation and support program in accordance with the Connecticut Guidelines for Educator Evaluation, as amended. Specifically, in the first instance the local or regional board of education is to seek mutual agreement on the teacher

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evaluation and support program with the professional development and evaluation committee, a committee boards of education must create in accordance with Conn. Gen. Stat. § 10-220a(b). The membership of such committees is prescribed by statute in that it must include "certified employees, and such other school personnel as the board deems appropriate, including representatives of the exclusive bargaining representative for such employees." Conn. Gen. Stat. § 10-220a(b). The law does not specify numbers, but the use of the plural suggests that at least two members of the committee should be those selected by the teachers' union. Also, administrators seem to be overlooked, because they too have such exclusive bargaining representatives, but the statute refers to "representative" in the singular. However, notwithstanding that fact, it is advisable that boards of education assure that the professional development committee include representatives of both the teachers' and administrators' bargaining units.

If the board of education and the professional development and evaluation committee cannot agree on the program, the two parties are then directed to consider "the model teacher evaluation and support program adopted by the State Board of Education," and if possible the parties are then to adopt such model program by mutual agreement. However, if the board of education and the professional development and evaluation committee cannot mutually agree on such model program, the board of education is authorized to adopt the program unilaterally, provided that the plan complies with the Connecticut Guidelines for Educator Evaluation adopted by the State Board of Education.

Significantly, the law is clear that the board of education must only deal with the professional development and evaluation committee in establishing its teacher evaluation and support program. Until 2013, Conn. Gen. Stat. § 10-151b required that teacher evaluation plans conform to the guidelines established by the State Board of Education "and such other guidelines as may be mutually agreed" between the board of education and the bargaining representative for the teachers in the district. In 1986, the Connecticut Supreme Court interpreted that phrase to mean that the teacher evaluation plan was a permissive subject of negotiation, and that as long as the board of education solicited the advice and assistance of the bargaining agents of teachers and administrators respectively, it was free to adopt a teacher evaluation plan without negotiation. *Wethersfield Board of Education v. State Board of Labor Relations*, 201 Conn. 685 (1986). Public Act 13-245 deleted reference in Conn. Gen. Stat. § 10-151b(a) to mutual agreement with the bargaining representative on other guidelines. However, it also amended Conn. Gen. Stat. § 10-153d to exclude from the scope of

mandatory negotiations the “development or adoption of teacher evaluation and support programs, pursuant to section 10-151b.” Thus, the provisions of the teacher evaluation and support program are a permissive subject of negotiations, and boards are free to adopt such plans unilaterally as long as they comply with the procedures set forth above.

In addition to the obligation to develop and adopt the teacher evaluation and support program, the board of education must provide for training and orientation of staff members. Specifically, boards of education were required to train all evaluators and provide an orientation for all teachers employed by such board on the evaluation and support program that they develop prior to the implementation of the new evaluation system (and not later than July 1, 2014). Conn. Gen. Stat. § 10-151h. On an ongoing basis, such training and orientation must be provided to new administrators and teachers before teachers receive an evaluation, and it must be provided every two years for all teachers and administrators. *Id.*

b. Required elements of the plan

The statute on teacher evaluation now sets forth in Conn. Gen. Stat. § 10-151b(c) a non-exclusive list of elements that teacher evaluation and support plans must contain:

- (A) the use of four performance evaluations designators: Exemplary, Proficient, Developing and Below Standard;
- (B) the use of multiple indicators of student academic growth and development in teacher evaluations;
- (C) methods for assessing student academic growth and development;
- (D) a consideration of control factors tracked by the state-wide public school information system, pursuant to subsection (c) of section 10-10a, that may influence teacher performance ratings, including, but not limited to, student characteristics, student attendance and student mobility;
- (E) minimum requirements for teacher evaluation instruments and procedures, including scoring systems to determine Exemplary, Proficient, Developing and Below Standard ratings;
- (F) the development and implementation of periodic training programs regarding the teacher evaluation and support program to be offered by the local or regional board of education or regional educational service center for the school district to teachers who are employed by such local or regional board of education and whose performance is being evaluated and to administrators who are

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- (G) the provision of professional development services based on the individual or group of individuals' needs that are identified through the evaluation process;
- (H) the creation of individual teacher improvement and remediation plans for teachers whose performance is developing or below standard, designed in consultation with such teacher and his or her exclusive bargaining representative for certified teachers chosen pursuant to section 10-153b, and that (i) identify resources, support and other strategies to be provided by the local or regional board of education to address documented deficiencies, (ii) indicate a timeline for implementing such resources, support, and other strategies, in the course of the same school year as the plan is issued, and (iii) include indicators of success including a summative rating of proficient or better immediately at the conclusion of the improvement and remediation plan;
- (I) opportunities for career development and professional growth; and
- (J) a validation procedure to audit evaluation ratings of Exemplary or Below Standard by the department or a third-party entity approved by the department.

As required by Public Act 12-116, the Performance Evaluation Advisory Council (PEAC) developed Connecticut Guidelines for Educator Evaluation, which the State Board of Education adopted on June 27, 2012. These guidelines were used to pilot the new teacher evaluation system in some fourteen school districts during the 2012-2013 school year. In accordance with Public Act 12-116, the Neag School of Education studied the experience of these school districts, and as required it issued its report, *An Evaluation of the Pilot Implementation of Connecticut's System for Educator Evaluation and Development*, prior to January 1, 2014. The State Board of Education was to consider this report in determining whether to revise the Connecticut Guidelines for Educator Evaluation. Public Act 12-116.

As of this writing, the Connecticut Guidelines for Educator Evaluation have been revised twice. See Action of the State Board of Education on February 6, 2014 and May 7, 2014. See also Letter from Barzee to Superintendents February 6, 2014, "Update on Flexibilities to the Guidelines for Educator Evaluation (June 2012)" Any future revisions will be available electronically [HERE](#). These Connecticut Guidelines for Educator Evaluation address both teacher and administrator evaluation, and they

prescribe how the elements for teacher evaluation and support programs must be implemented.

The Connecticut Guidelines for Educator Evaluation build on the prescriptions set forth on Conn. Gen. Stat. § 10-151b, and they elaborate on the required components for teacher and administrator evaluation and their relative weighting.

1. Teacher evaluation

The Connecticut Guidelines for Educator Evaluation set forth a number of requirements that apply to both teacher and administrator evaluation. For teachers, the Connecticut Guidelines for Educator Evaluation specify the components of a teacher's summative evaluation, as follows:

- Forty-five percent (45%) of a teacher's evaluation is to be based on attainment of goals and/or objectives for student growth, using multiple indicators of academic growth and development to measure those goals/objectives.
- Forty percent (40%) of a teacher's evaluation shall be based on observation of teacher practice and performance.
- Five percent (5%) of a teacher's evaluation shall be based on whole-school student learning indicators or student feedback.
- Ten percent (10%) of a teacher's evaluation shall be based on parent or peer feedback, including surveys.

An in-depth review of the Connecticut Guidelines for Educator Evaluation are beyond the scope of this Guide. However, it is worth noting that there is continuing debate over whether and how student performance should be considered in rating teacher performance. As noted above, the Connecticut Guidelines for Educator Evaluation provide that forty-five percent (45%) of a teacher's evaluation shall be based on "attainment of goals and/or objectives for student growth, using multiple indicators of academic growth and development to measure those goals/objectives." Of this forty-five percent, twenty-two and one-half percent (22.5%) shall be determined "through the comparison of data across assessments administered over time, including the state test for those teaching tested grades and subjects or another standardized indicator for other grades and subjects where

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available." As mentioned above, the Guidelines have been amended in this regard, and under the Amended Guidelines, a "state test can be used only if there are interim assessments that lead to that test, and such interim assessments shall be included in the overall score for those teaching tested grades and subjects." Teachers whose assignment does not provide a standardized indicator are required to select an additional non-standardized indicator, subject to the dispute resolution procedure in the Amended Guidelines. Moreover, for 2014-2015 school year, use of state test data is suspended, with the understanding that the State Department of Education will work with PEAC prior to the 2015-2016 academic year "to examine and evolve the system of standardized and non-standardized student learning indicators, including the use of interim assessments that lead to the state test to measure growth over time." Clearly, more work is to be done before state test data can be used as a required element of teacher evaluation.

2. Administrator evaluation

Administrators are certified "teachers" under the law and, as such, they are subject to the requirement that they be evaluated in accordance with Conn. Gen. Stat. § 10-151b. Moreover, they are also subject to the Tenure Act provision requiring that determinations of competence or ineffectiveness be made by using the "teacher evaluation guidelines" adopted pursuant to that statute. However, administrator evaluation has received short shrift over the years, and that continues today.

Originally, there were no separate administrator evaluation guidelines. However, in June 2002, the State Board of Education adopted new School Leader Evaluation and Professional Development Guidelines. These Guidelines have now been superseded, and the requirements for the evaluation of administrators are described in the same Connecticut Guidelines for Educator Evaluation adopted by the State Board of Education on June 27, 2012. Many of the provisions in the Guidelines apply to both teachers and administrators. However, just as Section 2 sets forth specific rules applicable to teacher evaluation, Section 3 of the Guidelines provides detailed guidance on the process by which superintendents and their designees arrive at a summative evaluation of an administrator.

Section 3.3 of the these Guidelines sets forth the required components of the summative evaluation of an administrator, along with the relative weighting of these components:

- Forty five percent (45%) of an administrator's summative rating shall

be based on multiple student learning indicators.

- Five percent (5%) of an administrator's summative rating shall be based on teacher effectiveness outcomes.
- Forty percent (40%) of an administrator's evaluation shall be based on ratings of administrator performance and practice by the district superintendent or her/his designee(s).
- Ten percent (10%) of an administrator's summative rating shall be based on feedback from stakeholders on areas of principal and/or school practice described in the Connecticut Leadership Standards.

As has long been the case, greater attention is paid to teacher evaluation and support than to administrator evaluation and support. The Guidelines continue to provide, for example, that "Twenty-two point five percent (22.5%) of an administrator's evaluation shall be based only on student performance and/or growth on the state-administered assessments in core content areas that are part of the state's approved school accountability system." The changes in Section 2 of the Amended Guidelines regarding use of standardized tests, for example, should apply to this component of administrator evaluation as well, but the Guidelines as to administrator evaluation have not been amended, and that change is left to inference.

3. Intensive assistance

As noted above, Conn. Gen. Stat. § 10-151b(c) includes in the required elements for teacher evaluation and support plans a provision for providing assistance to teachers and administrators who are not successful in meeting their job responsibilities. This statutory provision is actually quite prescriptive, and it requires that teacher evaluation and support programs provide for:

the creation of individual teacher improvement and remediation plans for teachers whose performance is developing or below standard, designed in consultation with such teacher and his or her exclusive bargaining representative for certified teachers chosen pursuant to section 10-153b, and that (i) identify resources, support and other strategies to be provided by the local or regional board of education to address documented deficiencies, (ii) indicate a timeline for implementing such resources, support, and

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These requirements are referenced in summary form in Section 2.5 of the Connecticut Guidelines for Educator Evaluation.

Several aspects of this requirement are worthy of note. Such assistance plans (often called "intensive assistance") must identify resources, support and strategies to help the teacher improve. They must also set for a timeline for improvement, and must include indicators of success. Reference to demonstrated success including "a summative rating of proficient or better" in the statute is problematic, because a summative rating is typically the result of a year's efforts. However, the intensive assistance plan can simply provide that the evidence that resulted in the prior summative rating will be supplemented by the new evidence gathered during the intensive assistance plan to establish a new summative rating. Finally, the statute provides that the plan must be designed "in consultation" with the teacher's union representative. Such input from the union representative can be invaluable, but the process of consultation leaves with the administrator the final say on the elements of the plan.

Finally, administrators should not limit the supervision of teachers to the evaluation process. If, for example, a teacher is late to class or fails properly to supervise his or her students, that conduct can and should be the subject of discipline outside of the lengthy and complicated processes of the teacher evaluation and support plan. Such discipline serves as notice to the teacher that his or her actions are unacceptable. Depending on the circumstances, such discipline may take the form of an oral warning, a written reprimand or even a suspension. While the same problem may be referenced in the evaluation process, administrators supervising teachers may, and often should, utilize disciplinary procedures in appropriate cases. Ongoing documentation of performance issues is an important administrative responsibility.

4. Resolution of differences

It is always possible that a teacher and the evaluator will disagree in the development and implementation of a remediation plan. Section 1.3 of the Connecticut Guidelines for Educator Evaluation, therefore, require the

plan to include a process for resolving any disputes. Amendments to the Guidelines adopted May 7, 2014 elaborate on this requirement. Significantly, the Guidelines limit the scope of the required dispute resolution process to relate to “cases where the evaluator and teacher cannot agree on goals/objectives, the evaluation period, feedback or the professional development plan.”

The Amended Guidelines state that referral of such disputes to a subcommittee of the professional development and evaluation committee may be one mechanism for resolving disputes. However, as noted therein, it is appropriate to have the superintendent be the final authority to resolve such disputes, given that the superintendent is ultimately responsible for evaluating all teachers. However, this authority relates to the process for establishing the terms of the evaluation plan (or intensive assistance plan) for an individual teacher. By contrast, once the plan is set, claims of procedural violations are subject to the grievance procedure of the collective bargaining agreement. Conn. Gen. Stat. § 10-151b(a).

School administrators must be aware of the right teachers have to union representation at meetings regarding teacher evaluation. In many cases, teachers have the right to have union representation in meetings to review their evaluation or to develop a remediation plan. The State Board of Labor Relations has ruled that employees have the right to union representation in any conference with the employer in which they may reasonably fear for their job security. *East Hartford Board of Education*, Dec. No. 2256 (St. Bd. Lab. Rel. 1983). The union representative may attend such meetings to assure that questions posed are clear. The union representative may also confer privately with the teacher and provide other reasonable assistance in such meetings. The union representative, however, is neither the lawyer nor the surrogate for the employee, and the administrator may require that the employee answer questions and otherwise participate actively in the meeting.

c. The State role in teacher evaluation

The State Board of Education has always had a role in teacher evaluation. For decades, Conn. Gen. Stat. § 10-151b referred to “guidelines established by the State Board of Education and such other guidelines as may be established by mutual agreement between the local or regional board of education and the teachers’ representative chosen pursuant to section 10-153b.” However, Public Act 13-245 deleted reference to other guidelines, and now the only guidelines applicable to teacher evaluation and support

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The statute now gives the State Board of Education an active and continuing role in adopting and revising the guidelines that govern teacher evaluation and support programs. PEAC continues its work, and since its original action adopting the Connecticut Guidelines for Educator Evaluation, the State Board of Education has amended the guidelines twice (*see* the Amended Guidelines), and we expect further amendments in the future, which will be linked [HERE](#).

More generally, the State Department of Education has assumed much greater oversight regarding the development and adoption by boards of education of teacher evaluation and support programs. Section 1.3 of the Connecticut Guidelines for Educator Evaluation requires that local and regional boards of education submit their teacher evaluation and support programs to the State Department of Education each year for approval. Also, districts must now report directly to the State Department of Education each year on their implementation of their teacher evaluation and support programs. Conn. Gen. Stat. § 10-151b has long required that the superintendents report to the local or regional board of education on the status of evaluations before June 1 each year (which requirement may fairly be interpreted to require reporting on the process and the number of teachers evaluated, rather than providing individual teacher ratings). Conn. Gen. Stat. § 10-151b(a). As amended by Public Act 13-245, Conn. Gen. Stat. § 10-151b now requires that the superintendent also report to the State Department of Education by June 30 of each year on the district's teacher evaluation and support program as follows:

- the status of the implementation of the teacher evaluation and support program, including the frequency of evaluations, aggregate evaluation ratings;
- the number of teachers who have not been evaluated; and
- other requirements as determined by the Department of Education, to the Commissioner of Education.

In addition, Conn. Gen. Stat. § 10-151i requires that starting July 1, 2014 and annually thereafter, the Commissioner of Education must randomly select no fewer than ten school district for "a comprehensive audit conducted by the Department of Education." The results of that audit must then be provided to the Education Committee of the General Assembly. We can only

guess what good new ideas the Education Committee will come up with after receiving these audits every year.

Given this new role, the State Department of Education has provided significant guidance and support to school districts in the development, adoption and revision of their teacher evaluation and support programs. Through its Talent Office, the State Department of Education has developed the Connecticut's System for Educator Evaluation and Development (SEED), a description of which is found at <http://www.connecticutseed.org/>. At the SEED website, school districts can find the model evaluation plan that is required by Conn. Gen. Stat. § 10-151b, as well as the comprehensive SEED Handbook, which provides extensive guidance on the various elements of teacher evaluation and support programs as required by Conn. Gen. Stat. § 10-151b and the related Connecticut Guidelines for Educator Evaluation

Finally, as discussed in Chapter One, Section F(5), the State Department of Education is required to maintain a "public school information system" in accordance with Conn. Gen. Stat. § 10-10a. As of July 1, 2013, the Department is required to expand the system to include data about students, teachers, and schools and school districts. Data on teachers must also be maintained, including "(i) teacher credentials, such as master's degrees, teacher preparation programs completed and certification levels and endorsement areas, (ii) teacher assessments, such as whether a teacher is deemed highly qualified pursuant to the No Child Left Behind Act, Public Law 107-110, or deemed to meet such other designations as may be established by federal law or regulations for the purposes of tracking the equitable distribution of instructional staff, (iii) the presence of substitute teachers in a teacher's classroom, (iv) class size, (v) numbers relating to absenteeism in a teacher's classroom, and (vi) the presence of a teacher's aide."

The statute provides that the system is to "maintain the confidentiality of individual student and staff data." Conn. Gen. Stat. § 10-10a(b). However, at present it is not clear how much of this information will be publicly accessible under the Freedom of Information Act. The statute refers to maintaining confidentiality of individual staff data, and provides that the Department shall assign a "unique teacher identifier to each teacher prior to collecting the required data in the public information system." Conn. Gen. Stat. § 10-10a(C)(1)(b). However, the express exemption from the Freedom of Information laws applies only to the "system database of student information." We must therefore await further guidance from the General Assembly, the Freedom of Information Commission, or both.

d. The primacy of procedure

In recent years, the General Assembly has underscored in at least three ways the critical importance of compliance with the procedures of the teacher evaluation and support plan pursuant to Section 10-151b. First, before an evaluator can evaluate a teacher pursuant to a school district teacher evaluation and support program, he or she must complete training in how to conduct a proper performance evaluation. Moreover, before a teacher may receive an evaluation under a district teacher evaluation and support plan, he or she must receive an orientation in the provisions of the district's teacher evaluation and support program. Conn. Gen. Stat. § 10-151h. Commencing July 1, 2014, school districts must provide such training and orientation at least biennially, and also for any newly-hired evaluator or teacher before they evaluate or are evaluated, respectively.

Second, "claims of failure to follow the established procedures of such teacher evaluation and support program" are now subject to the contractual grievance procedure for both teachers and administrators. Conn. Gen. Stat. § 10-151b(a). There have been relatively few such grievances to date, but the prospect of arbitration and the potential for imposed remedies for such violations should encourage administrators to follow all procedures of the teacher evaluation and support program.

Third, compliance with procedures of the teacher evaluation and support program is essential in light of changes made in 2012 in the Teacher Tenure Act. The first reason for termination of a teacher's contract, inefficiency, incompetence or ineffectiveness, set forth in Conn. Gen. Stat. § 10-151(d) sets forth the condition that "the determination of incompetence or ineffectiveness [must be] based on evaluation of the teacher using teacher evaluation guidelines established pursuant to section 10-151b." Moreover, as described in greater detail in Section C above, incompetence or ineffectiveness determinations under the Teacher Tenure Act are now subject to a special abbreviated hearing procedure. The hearing, however, is required to address "whether the performance evaluation ratings of the teacher were determined in good faith *in accordance with the program* developed by the local or regional board of education pursuant to section 10-151b and were reasonable in light of the evidence presented." Implicit in this provision is the notion that any significant failure to follow the procedures of the teacher evaluation and support program will negate any conclusion reached that a teacher is incompetent or ineffective.

Finally, under the Teacher Tenure Act the superintendent must base any offer of reemployment to a non-tenure teacher (which includes all certified staff below the rank of superintendent) on "records of such evaluation" conducted in accordance with Section 10-151b. Conn. Gen. Stat. § 10-151(b). Before this requirement was included in the statute, the Superior Court ruled that a failure to evaluate in strict compliance with the established teacher evaluation program does not prevent a board of education from exercising its discretion to non-renew a teacher's contract. *Shanbrom v. Orange Board of Education*, 2 Conn. L. Rptr. 396, 398 (Conn. Super. 1990). Similarly, the Court of Appeals has ruled that Section 10-151b does not create a cause of action for negligent evaluation. *Drahan v. Board of Education*, 42 Conn. App. 480, 499, *cert. denied*, 239 Conn. 921 (1996). Nonetheless, to avoid possible claims and/or undercutting their own professional judgments, administrators should take pains to comply with the procedures of the local teacher evaluation and support program.

2. Access to evaluations

Conn. Gen. Stat. § 10-151a provides that teachers are entitled to knowledge of and access to supervisory records and reports that relate to an evaluation of their performance. In addition, teachers have the right under the Freedom of Information Act, Conn. Gen. Stat. § 1-210, to have access to documents relating to their service with their employing board of education. However, access by others may be limited.

In accordance with Conn. Gen. Stat. § 10-151c, records of teacher performance and evaluation are not considered to be public records, whether they are in the possession of the local or regional school district or of the State Department of Education. Therefore, they are not subject to public disclosure unless the teacher in question consents in writing to the release of such records. However, there are two significant exceptions to this general rule. First, the phrase "records of teacher performance and evaluation" is narrowly construed to refer to the specific records that are generated through evaluation pursuant to the teacher evaluation and support program. A parent letter of complaint, for example, may well set forth harsh judgments as to a teacher's performance, but the parent is not responsible for evaluating the teacher, so such records are considered public records. *Schiller v. Meriden Board of Education*, Docket #FIC 87-83 (August 23, 1989). More generally, even administrator-generated records that fall outside the strict ambit of the teacher evaluation and support plan will be considered public records. In 2002, Conn. Gen. Stat. § 10-151c was amended to exclude from the scope of confidential records of teacher performance and evaluation

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In 2011, the General Assembly added another exception to the confidentiality protections of Conn. Gen. Stat. § 10-151c. Conn. Gen. Stat. § 10-151e now provides that boards of education must provide to the Department of Children and Families all teacher personnel records it may request in the investigation of child abuse and neglect, notwithstanding the provisions of Conn. Gen. Stat. § 10-151c.

From time to time, questions arise concerning the right, if any, of board of education members to review evaluations of certified staff members. An individual board member has no greater right than any other member of the public to review records of teacher performance and evaluation, and such records are confidential as described above. However, when the board, acting as a board, authorizes itself or some of its members to review teacher evaluations, the situation is different. In such case, the board members, acting in this capacity, can have access to teacher evaluations.

Two cautions should be noted. First, any such information would be privileged, and the board members would be obligated to maintain the confidentiality of any such information obtained in the course of fulfilling their official responsibilities. Second, it may well be unwise for members of the board to review evaluations in particular cases. It is necessary to balance the board's interest in reviewing teacher evaluations, either specifically or in general, against its need to remain impartial, should the board be called upon to consider the termination of a particular teacher's contract.

In one case, a board was considering the termination of teacher contracts due to a reduction in force, and some members unilaterally reviewed the evaluations of the teachers who would potentially be affected. Since the board members considered evidence outside of the formal hearing process (thus calling into question their ability to be a neutral decision-maker), the board's decision was overturned in court. *DeTour v. Regional School District No. 13*, No. 7320, slip op. (Conn. C.P., July 25, 1977). However, if board of education members receive information in the normal course of performing their duties, there is no presumption that such information has impaired their ability to act impartially in termination cases. The United States Supreme Court held in one case that board of education members still had the ability to act "impartially" (for constitutional purposes) in terminating the contracts of teachers for illegally participating in a strike, even though those board members had been involved in the negotiations with

the teachers that led to the strike. *Hortonville School District No. 1 v. Hortonville Education Association*, 426 U.S. 482 (1976).

The bottom line is that board of education members should rarely (if ever) review the evaluations of specific teachers outside the administrative hearing process, and only as the board itself authorizes. If the question is how the evaluation process is working, the board can ask that the superintendent provide for the board's review a random sample of teacher evaluations, with or without names redacted, reflecting the different cycles of the evaluation process.

E. Teacher Certification

Certification is central to the very definition of a "teacher" in Connecticut. To be a "teacher," a person must hold certification from the State Board of Education, and the person must be employed in a position requiring certification. Certification is required when one has direct responsibility to provide instruction and to assess student achievement. Conn. St. Reg. § 10-145d-401(b). Conversely, if a person's assignment does not require certification, he or she does not have status as a teacher. Similarly, once a person no longer holds certification, he or she is no longer entitled to the protections of the Teacher Tenure Act. *Ames v. Regional School District No. 7 Board of Education*, 167 Conn. 444 (1974).

1. State responsibilities

The State Board of Education is responsible for establishing certification requirements for teachers, supervisors, administrators, special services staff members, and school superintendents. Conn. Gen. Stat. § 10-145d. The State Board of Education fulfills this responsibility by promulgating regulations that govern the various types of certificates and required subject matter endorsements. These regulations are amended from time to time. The certification regulations are available online and were first effective in 1998. Originally, there were plans to enact new regulations to be effective July 1, 2003. The State Board of Education adopted new regulations in 2010, and they are currently scheduled to be effective July 1, 2015. Accordingly, the current regulations are still in effect. While a detailed review of the regulations is beyond the scope of this Guide, the following overview of the certification regulations illustrates how they generally work.

In exercising its responsibilities to certify persons to serve as teachers, the State Department of Education may not issue or reissue

ARTICLE I
RECOGNITION

- A. The Weston Board of Education (hereinafter referred to as the Board) hereby recognizes the Weston Teachers Association (hereinafter referred to as the Association) as the sole and exclusive bargaining representative as provided in the Connecticut General Statutes for all certified teachers employed by the Board in positions requiring state certification, and all teachers holding Durational Shortage Area Permits (DSAPs). However, all administrators including but not limited to Housemasters, Principals, Assistant Principals, the Superintendent of Schools, the Assistant Superintendent of Curriculum and Instruction, the Director of Human Resources, the Director of Finance and Operations, the Director of Pupil Personnel, the Assistant Director of Pupil Personnel and the Athletic Director, substitutes and any other persons excluded by the Connecticut General Statutes are excluded. The Association agrees that except as otherwise specifically provided in this Agreement, the Board reserves to itself all the rights and responsibilities for managing and operating the schools and directing the staff as provided by the Connecticut General Statutes.
- B. The term "Board of Education" or "Board", as used herein, shall mean the Board or its designee. The term "Superintendent of Schools" or "Superintendent", as used in this Agreement, shall mean the Superintendent or his or her designee.

ARTICLE II
TERM OF AGREEMENT

This Agreement shall become effective in accordance with the Connecticut General Statutes and the Charter of the Town of Weston on July 1, 2015. Thereafter except as provided herein the terms and conditions of this Agreement, including the structure of the salary schedule and increments shall remain in full force and effect through June 30, 2017.

ARTICLE III
FINALITY OF AGREEMENT

Pursuant to § 10-153d of the Connecticut General Statutes, the parties have met and have arrived at this Agreement. Except as otherwise provided herein, during the course of this Agreement, any reopening, negotiations, change or alteration shall not be made unless mutually agreed to and executed in writing by both parties.

ARTICLE IV
GRIEVANCE PROCEDURES

- A. **Purpose.** The parties hereto recognize that, in the normal course of human interaction, there always will be some degree of tension, misunderstanding and even disagreement and/or failure to honor implicit or explicit obligations. It is further recognized that disputes, if left unattended, escalate more often than they disappear. It is the intention of the parties hereto, therefore, to provide an orderly procedure to air concerns and resolve disputes in a timely, thorough and even-handed fashion. This dictates resolution to the extent possible by

the parties directly involved rather than those more removed from the problem immediately at hand.

- B. "Grievance" shall mean a claim by a teacher or group of teachers that there has been a violation of any of the terms of this Agreement.
- C. **Grievance Procedure.** This procedure is designed to deal with grievances defined in Section B. It is expressly understood that if a written grievance is not filed within thirty (30) days after the teacher knew, or could have reasonably been expected to know, of an act or condition upon which the grievance is based, then further steps under this grievance procedure shall be terminated.

The following steps are involved:

Step 1 **Principal.** If a teacher feels that he/she may have a grievance, he/she shall discuss the matter with the Principal or other appropriate administrator in an effort to resolve the problem. If the matter is not settled in this informal procedure, the teacher may file a written grievance. The written grievance shall state the facts of the case, the terms or terms of this Agreement allegedly violated, and the remedy requested. The Principal shall, within five (5) days of said filing, give a written response to the grievant, with a copy to the Association.

Step 2 **Superintendent**

- a. If the grievant is not satisfied with the disposition in Step 1, he/she may file a written grievance with the Superintendent of Schools within five (5) days after the decision.
- b. The Superintendent shall, within ten (10) days after receipt of the formal written grievance, meet with the grievant to understand the problem and the suggested solution, as well as the response to Step 1. The Superintendent shall, within ten (10) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Association.

Step 3 **The Board of Education**

- a. If the grievant is not satisfied with the disposition at Step 2, he/she may, within five (5) days after the decision, file a grievance with the Board of Education.
- b. The Board of Education, or a committee thereof, shall, within twenty (20) days of receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
- c. The Board shall, within ten (10) days after such meeting, render its decision and its reasons therefore in writing to the grievant, with a copy to the President of the Association.

Step 4 Arbitration

- a. If the grievant is not satisfied with the disposition of his or her grievance at Step 3, he/she may, within five (5) days after the decision, request in writing to the Association that the grievance be submitted to arbitration.
- b. The Association may, within ten (10) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing and filing a request for arbitration with the American Arbitration Association. Such submission shall set forth the facts of the grievance, the provision or provisions of this Agreement allegedly violated, and the remedy requested. The American Arbitration Association shall act as the administrator of the proceedings but shall be limited to interpreting the terms and conditions of this Agreement.
- c. The arbiter selected shall confer promptly with representatives of the Board and the Association. He/she will review the record of prior hearings, and shall hold such further hearings as he/she deems appropriate.
- d. The arbiter shall be bound by the rules of the American Arbitration Association and the specific terms of this Agreement, and he/she shall have no authority to add to, subtract from, or in any way modify its terms. The decision of the arbiter shall be final and binding on all parties and shall be the exclusive remedy for breach of this Agreement, except that the parties do not waive their legal right to appeal the arbiter's award pertaining to such grievance as permitted by law.
- e. The cost for the services of the arbiter shall be borne equally by the Board and the Association.

D. Right of Teachers to Representation

1. Any teacher may be represented at any level of the grievance procedure by a person of his or her choosing, except that this person may not be a representative or officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall be notified and have the right to be present and state its views at all stages of the grievance procedure.
2. No reprisals of any kind will be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

E. Miscellaneous

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

2. Forms for the filing and processing of grievances and other necessary documents shall be prepared jointly by the Association and by the Superintendent and made available through the Association so as to facilitate operation of the grievance procedure.
3. If a grievance occurs as a result of an action of other than the teacher's immediate supervisor or affects a group or class of teachers, the grievance may be processed immediately at the level at which the grievance is alleged to have occurred within the timelines specified in the first paragraph of Section C, above.
4. Either party may request, at its expense, that a full and accurate record of the proceedings at any point of the grievance procedure be kept. Should said record be requested by the other party, the cost of producing said record shall be borne equally.
5. Should the appropriate administrator or the Board of Education fail to act within the time limit set forth in this grievance procedure, the grievant may process the grievance to the next higher step within five (5) days after the expiration of the aforementioned time limit.
6. During the school year "days" shall mean days when school is in session. During the summer recess, "days" shall mean weekdays, excluding legal holidays.
7. The time limits set forth in this procedure may be extended by mutual agreement.

ARTICLE V
NO STRIKE CLAUSE

- A. During the term of this Agreement, the Association agrees not to authorize or become involved in any withdrawal of services during the workday. Violation of this Section shall be considered just cause for disciplinary action against those involved, subject to the grievance procedures. This provision shall apply to the co-curricular responsibilities listed in Schedule A, only if the teacher has signed an agreement to carry out and be paid for said responsibilities.
- B. This provision shall not apply to voluntary services.

ARTICLE VI
TEACHING ASSIGNMENTS

The parties hereto recognize that teachers teach best when they are assigned to schools, classes and courses for which they are: a) qualified, b) prepared, and c) interested. The parties further recognize, however, that a variety of factors, including enrollment, student course choice, schedule conflicts, the interests of the school system, and the preferences/rights of other teachers may mitigate against honoring a teacher's first preference in teaching assignment.

ARTICLE XIII
ELEVEN MONTH WORK-YEAR IMPACT STATEMENT

In the event the Board changes the number of work days in an eleven month administrator's work year in a manner which would require negotiations under state law, the parties shall negotiate the impact of this change in accordance with the procedure set forth in §§10-153b *et seq.*, of the Connecticut General Statutes, or as hereafter amended.

ARTICLE XIV
MISCELLANEOUS

- A. Travel. Travel (on regular school days limited to miles driven beyond normal commute) to and from functions called by, or where attendance is required by the Board will be reimbursed at the current IRS rate.
- B. Retirement. Retirement benefits are provided through payroll deduction forwarded to the Teachers' Retirement Board.
- C. Costs of publishing this Agreement in written form shall be borne by the Board. The Board shall provide a copy of the Agreement to all administrators no later than thirty (30) days after implementation. Any administrator hired during the school year shall be provided a copy of the Agreement at the time of initial employment.
- D. 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 jurisdiction, the balance and remainder of this Agreement will remain in full force and effect.
- E. Tax Sheltered Annuities. Within state and federal legal limitations, the Board shall provide the mechanism for certified administrators to direct a portion of base salary, through payroll deduction, to a selected tax sheltered annuity.

ARTICLE XV
GRIEVANCE PROCEDURE

- A. Purpose
 - 1. The purpose of this procedure is to secure, at the lowest possible level, solutions to problems which may arise under the specific provisions of this Agreement.
 - 2. Nothing contained herein shall be construed as eliminating the right of any member of the unit to discuss informally a concern or problem with any appropriate member of the school administration.

B. Definitions

1. A “grievance” shall be defined as a complaint signed by an administrator or by the Association that there has been a violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement.
2. A “grievant” shall mean any employee directly affected by an alleged violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement who then files a signed grievance. The Association may also file a grievance.
3. The term “days” shall be defined as days when the office of the Superintendent of Schools is officially open.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered the maximum and every effort shall be made to expedite the process. The time limit 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 One - Informal Procedure

Prior to filing a grievance, the grievant may discuss the matter with the Superintendent or his/her designee in an attempt to resolve informally the situation.

2. Level Two – Superintendent of Schools or Designee

Within thirty (30) days after the administrator knew, or should have known of the alleged grievance he/she may file a written complaint with the Superintendent of Schools or his/her designee, setting forth the facts of the complaint and identifying the specific contract language which the grievant alleges to have been violated, misinterpreted or misapplied and the remedy requested. Within ten (10) days after receiving the written grievance, the Superintendent or his/her designee shall meet with the grievant in an attempt to resolve the grievance. Within ten (10) days after such meeting, the Superintendent of Schools or his/her designee shall render his/her decision in writing. If for any reason the Superintendent or his/her designee does not render his/her decision within ten (10) days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Three.

3. Level Three - Board of Education

An appeal to the Board of Education must be made in writing within five (5) days after the Superintendent (or his/her designee) renders his/her decision. The written appeal must repeat all the information specified in the complaint submitted to the Superintendent (or a copy of the original complaint be attached to the appeal). The Board of Education or a committee of the Board, will hear the grievance within thirty (30) days after its submission and shall issue a decision within fifteen (15) days from the date of the hearing.

4. Level Four - Arbitration

- a. If the grievant is not satisfied with the disposition of his or her grievance at Level 3, he/she may, within five (5) days after the decision, request in writing to the Association that the grievance be submitted to arbitration.
- b. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing and filing a request for arbitration with the American Arbitration Association. The American Arbitration Association shall act as the administrator of the proceedings but shall be limited to interpreting the terms and conditions of this Agreement. Notwithstanding the foregoing, the parties may mutually agree upon an arbitrator of recognized expertise in lieu of the American Arbitration Association.
- c. The arbitrator selected shall confer promptly with representatives of the Board and the Association. He/she will review the record of prior hearings, and shall hold such further hearings as he/she deems appropriate.
- d. The arbitrator shall be bound by the rules of the American Arbitration Association and the specific terms of the Agreement, and he/she shall have no authority to add to, subtract from, or in any way modify its terms. The decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy for breach of this Agreement, except that the parties do not waive their legal right to appeal the arbitrator's award pertaining to such grievance as permitted by law.
- e. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.

D. Right of Administrators to Representation

1. Any administrator may be represented at any level of the grievance procedure by a person of his or her choosing, except that this person may not be a representative or officer of any administrator organization other than the Association. When an administrator is not represented by the Association, the Association shall be notified and have the right to be present and state its views at all stages of the grievance procedure.

2. No reprisals of any kind will be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be confidential and shall be filed separately from the personnel files of the grievant.
2. Forms for the filing and processing of grievances and other necessary documents shall be prepared jointly by the Association and by the Superintendent and made available through the Association so as to facilitate operation of the grievance procedure.
3. Either party may request, at its expense, that a full and accurate record of the proceedings at any point of the grievance procedure be kept. Should said record be requested by the other party, the cost of producing said record shall be borne equally.
4. Should the Superintendent or the Board fail to act within the time limits set forth in this grievance procedure, the grievant may process the grievance to the next higher step within five (5) days after the expiration of the aforementioned time limit.
5. Representatives of the Association will meet with the Superintendent to review work assignments and workload in light of the supervising responsibility for the Special Education Preschool Program.

ARTICLE XVI
AGENCY FEE

- A. Within thirty (30) days after employment, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of Association dues and assessments.
- B. Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the prorated cost of collective bargaining, contract administration, and grievance adjustment.
- C. The Board shall deduct the dues or service fee from the salary of the members of the bargaining unit and remit the same to the Association treasurer.
- D. The WAA agrees to indemnify and hold and save the Board harmless against any and all claims, damages, suits or other forms of liability, including reasonable attorney's fees,

ARTICLE X
DISCHARGE AND DISCIPLINE

- 10.0 No employee shall be discharged or disciplined without just cause.
- 10.1 Disciplinary actions shall normally include: (a) verbal warning, (b) written warnings, (c) suspension without pay, and (d) discharge. Such actions shall normally be applied in a progressive disciplinary fashion. However, it is also recognized that the specific nature or seriousness of the offense may render progressive discipline inapplicable to the situation. In those situations the Board shall apply discipline appropriate to the infraction.
- 10.2 Any employee who is absent without notice for a period of three (3) consecutive workdays will be considered to have voluntarily resigned, unless the employee can demonstrate that the giving of such notice was impossible.

ARTICLE XI
GRIEVANCE PROCEDURE

- 11.0 A grievance is hereby defined as a claimed violation of the meaning, application or interpretation of this Agreement. A grievance must be in writing and in addition may be discussed orally and must set forth the specific section(s) of the contract alleged to have been violated, a short statement of facts and the relief requested.
- 11.1 The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues that may arise from time to time with respect to the provisions of this Agreement. It is therefore urged that the parties attempt to resolve informally all disputes. All grievances shall be in writing and must be filed with the building principal or the employee's non-bargaining unit supervisor, whomever the Superintendent designates, within twelve (12) workdays of the time the grievant knew of or should have known of the act or omission registered in the complaint.
- 11.2 Grievances shall be processed in accordance with the following steps and time limits.
- 11.3 Step I. The written grievance shall be taken up between the employee and/or his/her steward and the principal or non-bargaining unit supervisor within ten (10) workdays of the submission of the written grievance. The principal or supervisor shall answer the grievance in writing within ten (10) working days after the meeting with the employee and/or Union representative.
- 11.4 Step II. If the employee is dissatisfied with the answer at this level, the employee or Union may file a written appeal within five (5) working days of the receipt of the answer at Step 1 with the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall hold a meeting with the grievant, steward and one (1) Union officer within eight (8) workdays of the receipt of the written appeal and shall issue an answer in writing within five (5) work days of the meeting.

- 11.5 Step III. If the employee or the Union is dissatisfied with the response of the Superintendent of Schools or his/her designee, the employee may file a written appeal within five (5) working days of the receipt of the answer in Step II with the Board of Education. The Board of Education or its designated committee shall hear the grievance within fifteen (15) days from receipt of the employee's written appeal and shall issue a written answer to the grievance within ten (10) working days of hearing the grievance.
- 11.6 Step IV. If the employee is dissatisfied with the response of the Board of Education, the grievance may be submitted by the Union to the Connecticut State Board of Mediation and Arbitration (CSBMA) for mediation and, if the grievance is not settled in mediation, the grievance may be submitted by the Union for arbitration to the CSBMA or, at the Board's option, the American Arbitration Association (AAA). In cases where the Board has elected to have the grievance submitted for arbitration to the AAA, it will pay any additional costs which may be incurred as a result of using the services of the AAA rather than the CSBMA. Any request for mediation or arbitration shall be in writing and a copy submitted to the Superintendent of Schools. The request for mediation shall be made within ten (10) days of the Board's decision in Step III. The arbitration decision of the CSBMA or the AAA as the case may be, shall be final and binding on both parties.
- 11.7 It is agreed that time is of the essence in the grievance procedure. All time limits, however, may be extended by written agreement between the parties on a case-by-case basis, except for the time of the original filing of the grievance. Any step of this grievance procedure may be omitted by written mutual agreement of the parties. Any grievance not taken to a higher step in the grievance procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the Board and shall not be subject to further processing.
- 11.8 Except as otherwise provided in Section 11.6 any costs arising as a result of arbitration shall be borne equally by both sides.
- 11.9 The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasonings and conclusions on the issue submitted. The arbitrator shall not have the authority to modify, change or amend this Agreement.
- 11.10 The procedure established in this Article shall be the exclusive means for determining whether a breach of this Agreement has occurred.
- 11.11 Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance if he/she so desires through Step III of the grievance procedure in Section 11.5, but no agreement shall be made that is contrary to any of the terms of this Agreement.
- 11.12 If the employee so desires he or she may be represented by the Union at any step of these proceedings.

Instruction

Curriculum Exemptions

Mandatory Curricular Exemptions:

Upon the written request of a parent or guardian received by the school district prior to planned instruction in the areas set forth below, the Weston Board of Education (“the Board”) shall permit curricular exemptions for instruction in the following areas:

1. Dissection;
2. Family life education;
3. HIV/AIDS; or
4. Sexual abuse and assault awareness and prevention program (effective upon the implementation of the sexual abuse and assault awareness and prevention program identified or developed by the state).

Definitions:

“Dissection Instruction” is defined as instruction in which a student must participate in, or observe, the dissection of any animal.

“Family Life Education Instruction” is defined as instruction pertaining to family planning, human sexuality, parenting, nutrition and the emotional, physical, psychological, hygienic, economic and social aspects of family life.

“HIV/AIDS Instruction” is defined as ongoing and systematic instruction on Acquired Immune Deficiency Syndrome (AIDS) offered by the district pursuant to state law.

“Sexual abuse and assault awareness and prevention program” is defined as the state-wide program identified or developed by the Department of Children and Families, in collaboration with the Department of Education and Connecticut Sexual Assault Crisis Services, Inc. (or a similar entity) that includes age-appropriate educational materials designed for children in grades kindergarten to twelve, inclusive, regarding child sexual abuse and assault awareness and prevention that may include, but not be limited to, (A) the skills to recognize (i) child sexual abuse and assault, (ii) boundary violations and unwanted forms of touching and contact, and (iii) ways offenders groom or desensitize victims, and (B) strategies to (i) promote disclosure, (ii) reduce self-blame, and (iii) mobilize bystanders.

Written Request for Mandatory Exemption:

Parents who wish to exercise such exemptions must notify the school district in writing within the first two (2) weeks of school or as otherwise directed by the Superintendent or his/her designee.

Permissive Curricular Exemptions:

Except for the mandatory curricular exemptions noted above, or otherwise required by law, the Board does not require teachers to exempt students from any other aspect of the curriculum.

Alternative Assignments:

1. Any student excused from participating in, or observing, the dissection of any animal as part of classroom instruction shall be required to complete an alternate assignment to be determined by the teacher.
2. Any student excused from participating in the sexual abuse and assault awareness and prevention program shall be provided, during the period of time in which the student would otherwise be participating in such program, an opportunity for other study or academic work as determined by the teacher.
3. Any student excused from any other aspect of the curriculum may be required by the teacher to complete an alternative assignment as determined by the teacher.

Legal References:

Conn. Gen. Stat. § 10-16c.
Conn. Gen. Stat. § 10-16e.
Conn. Gen. Stat. § 10-18d.
Conn. Gen. Stat. § 10-19(b).
Conn. Gen. Stat. § 17a-101q.

Policy References:

Policy 5141.45, Child Sexual Abuse and Assault
Policy 6142.1, Family Life and Sex Education
Policy 6164.12, Acquired Immune Deficiency Syndrome (AIDS)

ADOPTED: _____

WESTON PUBLIC SCHOOLS
Weston, Connecticut

[] **BOARD OF EDUCATION**
Curricular Exemption Request Form

I request that my child be exempted from instruction in the following areas:

Check all that apply:

- 1. Dissection _____
- 2. Family life education _____
- 3. HIV/AIDS _____
- 4. Sexual abuse and assault awareness and prevention program. _____

I recognize that teachers may require my child to complete alternative assignments in lieu of the curricular instruction planned in the area of exemption.

This form must be completed annually and returned to the school principal by

Date

Name of Student (Please Print)

Parent's/Guardian's Signature

Date

Or

Student's Signature (if 18 years of age)

Date

Personnel — ~~Non-Certified~~

Nepotism: Employment of Relatives

Purpose

It is the policy of the Weston Board of Education (“the Board”) to recruit and hire qualified applicants for employment within the Weston Public Schools, while avoiding both nepotism and the appearance of nepotism.

Definitions

“**Immediate family**” means a spouse, child, parent, sister, brother, half-sister or half-brother.

“**Relative**” means a sister-in-law, brother-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, step parent, aunt, uncle, niece, nephew, first cousin, grandparent, step child, foster child, grandchild or individual living in the same household.

“**Familial relationship**” means a relationship between a member of one’s immediate family or a relative, as defined within this policy.

Prohibitions on Hiring

No relative or immediate family member of the Superintendent shall be hired to any position of employment.

No immediate family members of a Board member or any other district level administrator shall be hired to any position of employment.

Restrictions on Employment of Relatives

No individuals shall be hired in a position of employment that would result in a supervisory or evaluative relationship between a current employee and a relative.

No employee may be involved in the process of screening for advancement in the application process, interviewing or hiring his or her relatives.

Employees will not be hired, promoted, transferred or assigned to work in positions in the same school or work unit or department in which a relative is already employed, unless the Superintendent of Schools approves such an assignment in writing.

No administrator shall supervise any of his or her relatives.

Employees will not be hired, promoted, transferred or assigned to work in positions in which they will have access to confidential information regarding a relative, such as, but not limited to, information regarding benefits selections, confidential medical information or personnel records that are not subject to public disclosure.

No individuals shall be hired for a position of employment that would result in a supervisory or evaluative relationship between a current employee and a relative.

Restrictions on Employment of Immediate Family Members

No employee may be involved in the process of screening for advancement in the application process, interviewing or hiring of an immediate family member.

Employees will not be hired, promoted, transferred, or assigned to work in positions in the same school or work unit or department in which an immediate family member is already employed, unless the Superintendent of Schools approves such an assignment in writing.

No person who is a member of the immediate family of a building administrator or department supervisor may be nominated for or transferred or otherwise assigned to any position within that administrator's building or supervisor's department. No administrator or supervisor shall supervise any member of his or her immediate family.

Employees will not be hired, promoted, transferred, or assigned to work in positions in which they will have access to confidential information regarding an immediate family member, such as, but not limited to, information regarding benefits selections, confidential medical information or personnel records that are not subject to public disclosure.

Disclosure Requirements

A Board member or administrator who has an existing familial relationship with an employee, as defined above, or who has had a change in circumstances which creates a familial relationship with any employee of Weston Public Schools, shall declare such relationship to the Superintendent or Chairperson of the Board immediately.

If a change in circumstances creates a familial relationship between an employee and his or her

supervisor, the Board, through its Superintendent, reserves the right to seek a transfer of any employee in order to resolve any concerns about the operations of the district with respect to nepotism or the appearance of nepotism. The Superintendent may also provide for the evaluation and/or supervision of the employee outside of the typical chain of command in order to resolve any concerns about nepotism or the appearance of nepotism.

A Board member or administrator who knows that a relative or immediate family member has applied for a position with the Weston Public Schools shall declare such relationship to the Superintendent or the Chairperson of the Board as soon practicable.

In addition to the requirements set forth above regarding familial relationships, if a romantic relationship develops between an employee and (1) an administrator who has a supervisory or evaluative relationship with the employee, or (2) a member of the Board, the affected administrator or member of the Board shall declare such relationship to the Superintendent.

Recusal

A member of the Board should not vote on any action of the Board which will directly affect a relative or member of his or her immediate family.

Discharge and Denial of Re-Employment

No current employee will be discharged or denied re-employment pursuant to an applicable recall provision based on this Policy.

~~The following regulations shall govern conflict of interest in the employment of staff:~~

- ~~1. No spouse, minor child or dependent of a Board of Education member shall be appointed to a full-time position in this school district.~~
- ~~2. Persons related otherwise by blood or marriage to a Board of Education member may be employed following full disclosure of the relationship by the Board of Education member provided employment is by a majority vote of the Board with the Board member concerned abstaining from any such vote.~~
- ~~3. A spouse or child of a Board of Education member may be employed for limited term or short-term employment on a competitive basis among persons who are eligible.~~
- ~~4. Persons related by blood or marriage to a member of the administrative staff shall not be appointed to a position that is in a line relationship involving supervision and job evaluation.~~

~~5. Except as otherwise provided in this policy, members of the same family may be employed at the same department or work location when such is approved in writing by the Superintendent or the Superintendent's designee.~~

Policy Adopted: July 16, 1990

Policy Revised: _____

WESTON PUBLIC SCHOOLS
Weston, Connecticut

Personnel – Non-Certified

Duties

The duties and responsibilities of ~~the members of the~~ non-certified ~~service~~ employees shall be as ~~fixed and~~ prescribed in the job description as approved ~~for each class~~ by the ~~Board of Education~~ Superintendent of Schools or his/her designee. Such job descriptions may be amended from time to time as directed by the Superintendent of Schools or his/her designee.

Job descriptions will be maintained and available in the Human Resources office ~~a separate manual~~.

Policy Adopted: July 16, 1990

Policy Revised: _____

**Minutes
Finance Committee
June 13, 2017**

Present:

Denise Harvey, Committee Chair
Jacqueline Blechinger, Committee Member
Dan McNeill, Committee Member
Dr. William McKersie, Superintendent of Schools
Richard Rudl, Director of Finance and Operations

Guests:

Lois Pernice, Director of Pupil Services

Public:

Ellen Uzenoff, Weston Resident
Gina Albert, Weston Resident
Sara Spaulding, Weston Resident
Elise Major, Weston Resident

The meeting was called to order by Ms. Harvey at 8:19 a.m.

The Committee discussed the following items regarding the FY 2017 financial update for the period of July 2016 – May 2017:

- Ms. Pernice informed the Committee that she needs to request additional funding for the special education expenses due to several unforeseen increases arising from necessary services for students and a mediated agreement. The total additional amount is \$109,140.00. Most of this is needed in the out-placement tuition account (\$93,140). The smaller portion (\$16,000) is needed in the contracted services area for increases in OT/PT services for students. However, the final numbers will not be known until closer to the end of the fiscal year on June 30.
- Mr. Rudl reported that the District will look to find the funding to cover this additional expense from closing 2017 purchase orders that are no longer necessary, and the rest will need to be taken from the internal services fund. Ms. Harvey inquired as to whether a

special appropriation should be considered but Mr. Rudl noted that it is too late in this fiscal year to approach the Board of Finance for a special appropriation.

- Dr. McKersie informed the Committee that he would prefer that the District handles covering this additional cost rather than approaching the Town for the funding. But, he added that the Board of Finance should be made aware of this, as this is already the third time this year that the District has covered unforeseen expenses without asking the Board of Finance for a special appropriation, and that next year the District may need to approach the Town for funds if this happens again due to the tight 17-18 budget. Ms. Uzenoff suggested that Dr. McKersie inform the Board of Finance as soon as possible that the District would like to meet with them in July to discuss this. Dr. McKersie, Ms. Pernice and Mr. Rudl will be discussing other strategies to better project and manage potential SPED expenses going forward. The Committee was comfortable with this approach.

- The Committee agreed to submit to the full Board of Education at the June 19th Board of Education meeting a vote to authorize the Superintendent to approve the transfer of funds in a delimited “up to amount” to cover these special education expenses, with full reporting of the transfers due to the Board at the July 17th meeting.

- Mr. Rudl reported that the projected current fund balance for the FY 2017 budget is \$1,563 and encumbrances total \$5,972,057. The FY 2017 YTD actual is currently \$41,625,228.

- Mr. Rudl informed the Committee that the report reflects transfers totaling \$157,198, five of which are in excess of \$5,000. These transfers include \$42,160 to close out existing encumbrances, \$30,000 to reimburse 1/3 of the withdrawal from the Internal Services Fund, \$12,758 to cover the cost of an additional FTE added at WHS due to an emergency leave of absence, \$7,607 to cover an increase in substitutes at WMS, and \$7,358 to cover the cost of additional hours for a physical therapist to cover student needs.

- Regarding the Internal Services Fund, Mr. Rudl reported that the current fund balance is nearly \$2.5 million, and the negative net change is now \$318,840. Ms. Harvey asked what the impact would be on the Internal Services Fund if monies were transferred to cover the special education expenses. Mr. Rudl responded that the fund has a healthy balance as of May 2017. Over the past three years the fund balance has grown by \$806,115. As a result, there are sufficient funds to help cover the SPED amount projected at approximately \$110,000 and this amount would not adversely impact the Internal Services Fund.

The Committee discussed the 2017-18 tuition rates:

- Mr. Rudl shared the new tuition rates with the Committee, and reported that the rates are set by a formula which is determined by the State. There are currently four teachers

who have their children enrolled in the District. Ms. Uzenoff would like to see the District consider offering enrollment to all staff, not just certified staff. This will be discussed at the next Policy Committee meeting. The Committee agreed to submit the new rates to the full Board for a vote at the June 19th Board of Education meeting.

The Committee discussed the 17-18 energy rates:

- Mr. Rudl shared the new building/facility hourly energy rates with the Committee. These are the rates that organizations renting District facilities will pay. The new rates are based on the annual CPI (Consumer Price Index) and represent a 2.05% increase over the current rate. The Committee agreed to submit the new rates to the full Board for a vote at the June 19th Board of Education meeting.

The Committee discussed the following regarding the budget process review:

- The Committee agreed that the new process worked very well, and the Q&A format was very helpful, but thought it may have taken away from the information shared at the public workshops. Some of those present at the meeting suggested a hybrid approach. The Committee discussed continuing submitting questions in advance of the workshops, but that Dr. McKersie will handle organizing the question into categories. Consideration will be given to whether the answers will be set forth in a printed document and/or answered verbally at the workshops. Then after the workshops have been completed, if there are still questions, or additional questions arise, they can be answered with a written response.

The Committee discussed the following regarding the food service contract:

- Mr. Rudl reported that the new Chartwells contract is for seven years and includes the installation of a new point of service system, funded by Chartwells, investment in new equipment and repairs, as well as a \$125,000 kitchen makeover at the middle school, all funded by Chartwells. Additionally, Andre Santelli, the Food Service Director will become an employee of the District, rather than Chartwells. Ms. Harvey added that she will forward a few comments directly to Lewis Brey, the District's Legal Counsel. The Committee agreed to submit the renewal of the contract to the full Board for a vote at the June 19th Board of Education meeting.

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

- The Committee approved the May minutes.

There being no further business to discuss, the meeting adjourned at 10:02 a.m.

Respectfully submitted:

Andrew Galli

Administrative Assistant to the Director of Finance and Operations

DRAFT

WESTON PUBLIC SCHOOLS REPORT

June 30, 2017



Weston High School

Lisa Deorio, Principal

In this issue...

*Principal's Update
Academic Programs
Co-Curricular Programs*

Principal's Update



June was an incredibly busy month at Weston High School with our annual awards ceremony, senior internship presentations, and final examinations culminating with our graduation on June 20. We are very proud of the Class of 2017 and wish them well as they leave our Weston community. If you would like to read more about graduation, and the Class of 2017, The Weston Forum has extensive coverage on its website.

This August we will run a new program for 50 of our rising freshmen the week before school begins. Aspiring Scholars' Academy (ASA) is a five day learning workshop that will run from Monday, August 21 to Friday, August 25 from 9 a.m. to 11 a.m. daily. WHS teachers will provide instruction, combined with organizational skills, in the freshman courses of English, Biology, Social Studies, and Math. Our goal is for our new ninth graders to begin their year having been exposed to the concepts and content for September.

New Student and Freshmen Orientation will take place on August 30 at 1 p.m. There will be bus service for all new students. Our first day of school is August 31 with Back to School night on September 28.

Academic Programs

Art: Jane Paknia, Class of 2018, has been selected for the 2017 All-National Honor Ensembles Concert Band! This is a special honor of the highest caliber. She is among the top 25 trumpet players in the entire country! Students who successfully performed at their respective "All-State Festivals", were eligible to audition for Nationals. Of the thousands of applicants, Jane was selected. The Festival is held November 26-29, 2017 in Disney World, Orlando, Florida.



Art: Sophomore and Advanced Drawing Student Kayla Zhang received a second runner up award for her painting "Just Doing Business" at the Connecticut Congressional Art Competition in Hartford. Pictured is Kayla with Congressman Himes.

Art and Music: Congratulations to Maggie Miller (art) and Eric Hirsch (music) who were chosen to receive the prestigious Scholastic Art Awards. The Scholastic Art Awards are given to two outstanding seniors who excel in the performing and/or visual arts, and are outstanding contributors to the artistic community in Weston. On April 4, Maggie and Eric attended the CT Association of Schools Arts Awards Banquet at the Aqua Turf Club, along with their families, Mrs. Arena, and Mrs. Givoni, to celebrate their achievement.

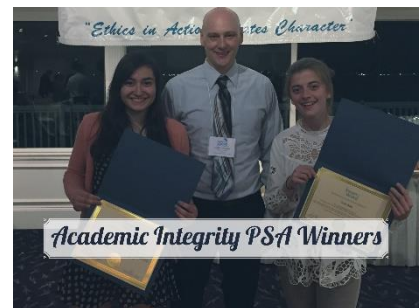


Psychology: Dr. Angelo DiTocco, our school psychologist, was a guest speaker in the Introduction to Psychology classes. Students in the Introduction to Psychology course are concluding their study on abnormal psychology. Dr. DiTocco spoke about neurodevelopmental disorders, specifically: Autism spectrum disorder, attention-/hyperactivity disorder and learning disorders. In addition, Dr. DiTocco spoke about what he does on a daily basis to help all students at Weston High School, and specifically, how teachers and the school psychologist support students with neurodevelopmental disorders.



Science: Ms. Greenberg's Environmental Science class studied biodiversity and community ecology this spring. Pictured are Emilia Arendt, Olivia Katz, and Sam Haliulin.

Videography: Sofia Bara and Lauren Rivera were honored on Wednesday, May 3, at a special celebration hosted by The School of Ethical Education (SEE). The 2017 Annual Character Celebration Banquet honored Sofia and Lauren's PSA called "Stay Honest to Your Work" as one of three winners chosen for this year's contest. The Banquet was held at Amarante's Sea Cliff in New Haven. We also want to congratulate Junior Jessica Wang and Assistant Principal, Mr. Filip, for their willingness to act in the film.



Athletics: Weston sports had a terrific season. Boys' and girls' tennis both won the SWC and state championships! Girls' lacrosse competed in the state championship game losing to New Fairfield. Girls' softball played in the SWC championship game for the first time in school history losing to Newtown. Both championship games were very hard fought to the last whistle.



Football will begin on August 14. All other fall sports will start August 24. Our Meet the Coaches' night for all fall athletes will be held on Tuesday, August 29.

Co-Curricular Programs



Company: On the evening of May 31, Weston High School Company students were recognized at the 14th Annual Halo Awards. The Halo awards are presented for excellence in high school theatre and are the premier high school theatre award program in Connecticut. The red carpet event takes place at The Palace Theater in Waterbury and our students performed a musical number from *Little Shop of Horrors* on the big stage and received a standing ovation! Company members received eight Halo Nominations and took home the award for Best Hair and/or Makeup Design. In addition, a special

recognition award was given to Avery Roche for Student Director.



Peaceworks & Womens' Empowerment: Students attended the Domestic Violence Crisis Center's annual Voices of Courage luncheon in Stamford. Keynote speaker, Joshua Saffran, shared insight into his seven-year legal battle to free a wrongly imprisoned domestic violence victim. Mr. Saffran's experience is profiled in an award-winning documentary that premiered at the Sundance Film Festival.

Pictured from left to right: Advisor Mrs. Garone, Danielle Tomanelli, Lilly Garone, Kayla Sarno, Catrin Zharyy, Zach Gonzalez, Rebecca Agababian, Grace Goodrich, and Advisor, Mrs. Skelton.



Model United Nations Club: Our Model UN Club held its election for new officers this spring. The members voted in Adam Frederiksen (pictured), Gavin Reed, Drew Kolenik, and Elizabeth Enright as our new club officers. In addition, our three graduating seniors were presented with gavels during our swan song for them. The Model UN Club participated in their final conference in Darien in May.

Debate Team: Our newly formed Debate Team, under advisor Ms. Snaith, participated in their first competition at Yale this spring. Students fielded three teams for the Osterweis Tournament. Sean O'Neill and Max Chayet competed at the varsity level winning three of the four debates. Competing in the novice level were Elizabeth Enright and Kayla Zhang. Jane Burdett and Doran Sekaran also competed winning four out of four debates. It was a terrific first competition, and our students are excited for next year.