

Board of Education Regular Meeting

Monday, August 21, 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 Regarding Matters Pertaining to Personnel

III. RESUME PUBLIC SESSION

IV. PLEDGE OF ALLEGIANCE

V. APPROVAL OF MINUTES

- A. Approve Minutes from July 17 Executive and Regular Session

VI. PUBLIC COMMENT

VII. NEW BUSINESS

- A. Effective School Solutions Update
- B. Discussion and Vote on Effective School Solutions Contract
- C. Update on Drug and Alcohol Initiative
- D. Review of Board and Superintendent Roles and Responsibilities Regarding Staff Evaluation and Discipline
- E. WPS Staffing Update
- F. Facilities Update

VIII. OLD BUSINESS

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

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

A. Regular Session on September 18, 2017 at 7:30
p.m.

B. Review of Pending Agenda Items for Next Meeting

XIII. ADJOURNMENT

Board of Education Regular Meeting

July 17, 2017 7:30 PM
Weston Middle School Library

Attendance Taken at 7:30 PM:

Present Board Members:

Gina Albert
Jacqueline Blechinger
Elise Major
Daniel McNeill
Sara Spaulding

Absent Board Members:

Denise Harvey
Ellen Uzenoff

I. CALL TO ORDER, VERIFICATION OF QUORUM

II. EXECUTIVE SESSION

II.A. Discussion of Superintendent of Schools' Contract

III. RESUME PUBLIC SESSION

IV. PLEDGE OF ALLEGIANCE

V. APPROVAL OF MINUTES

V.A. Approval of Minutes from May 15 Executive and Regular Session

Motion Passed: Move that the Weston Board of Education approve the minutes of the May 15 Executive and Regular Session; passed with a motion by Sara Spaulding and a second by Jacqueline Blechinger.

5 Yeas - 0 Nays.

V.B. Approval of Minutes from June 19 Executive and Regular Session

Motion Passed: Move that the Weston Board of Education approve the minutes of the June 19 Executive and Regular Session; passed with a motion by Daniel McNeill and a second by Jacqueline Blechinger.

5 Yeas - 0 Nays.

VI. PUBLIC COMMENT

Discussion:

Mr. Robert Birge, accompanied by his wife Ms. Catherine Barrett, read a statement to the Board regarding the "firing of an athletic coach last fall," and their concerns about the administration's handling of the situation and the Board of Education's oversight. Their opinion is that the staff member in-question deserved more serious discipline than they believe occurred.

VII. NEW BUSINESS

Discussion:

VII.A. Retirements

Motion Passed: Move that the Weston Board of Education note the retirement of Mary Lou Dunne, Hurlbutt Elementary School Administrative Assistant, effective July 31, 2017; passed with a motion by Gina Albert and a second by Sara Spaulding.

5 Yeas - 0 Nays.

VII.B. Resignations

Motion Passed: Move that the Weston Board of Education note the resignation of Jeanne Ireland, 1.0 FTE Weston High School Special Education Paraeducator, effective July 7, 2017 and Sarah Lessler, 1.0 Special Education Teacher at Hurlbutt Elementary School, effective July 28, 2017; passed with a motion by Daniel McNeill and a second by Gina Albert.

5 Yeas - 0 Nays.

VII.C. Discussion and Vote on Superintendent of School's Contract

Motion Passed: Move that the Weston Board of Education approve the: (1) the contract term of Dr. William McKersie, Superintendent of Schools, for a new period of three years, July 1, 2017 through June 30, 2020; (2) establishes a base salary of \$262,782.50 representing a 2.25% increase, and (3) authorizes the Chairperson to negotiate and execute a revised contract with the Superintendent incorporating these changes. This contract represents acknowledgement of both Superintendent McKersie's outstanding service to our district and continuity of his executive leadership as he begins his second year as Weston Public Schools' Superintendent; passed with a motion by Jacqueline Blechinger and a second by Sara Spaulding.

5 Yeas - 0 Nays.

VII.D. Review of Board and Superintendent Roles and Responsibilities Regarding Staff Evaluation and Discipline

Discussion:

Dr. Kenneth Craw, Assistant Superintendent of Curriculum and Instruction, updated the Board on the Teacher Evaluation Plan. All certified staff are evaluated annually as outlined in the Teacher Evaluation Plan, approved by the Board of Education. The purpose of the Teacher Evaluation Plan is to 1) support development and growth, 2) provide high-quality feedback, and 3) make employment decisions. Teachers are rated within four domains: Planning, Environment for Learning, Teaching and Learning, and Professionalism. Dr. Craw outlined the process in which a teacher and principal/assistant principal sets goals, observes, and evaluates. He spoke to how assistance is provided to teachers who may have areas of improvement. At the August Board of Education meeting, Mr. Lewis Brey, Director of Human Resources and Internal Counsel, will provide the Board with an overview of staff discipline. Dr. McKersie asked Board members if there were any specific questions that Mr. Brey could address during his presentation in August. Several questions were listed by Board members, with

the commitment to ask additional questions at the August Board of Education meeting.

VIII. OLD BUSINESS

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

VIII.A.1. Second Reading of Weston Board of Education Policy 6147, Curricular Exemptions

Motion Passed: Move that the Weston Board of Education approve Policy 6147, Curricular Exemptions; passed with a motion by Daniel McNeill and a second by Sara Spaulding.

5 Yeas - 0 Nays.

VIII.A.2. Second Reading of Weston Board of Education Proposed Policy 4112.8, Nepotism

Motion Passed: Move that the Weston Board of Education approve Policy 4112.8, Nepotism; passed with a motion by Gina Albert and a second by Sara Spaulding.

5 Yeas - 0 Nays.

VIII.A.3. Second Reading of Board of Education Proposed Policy 4218.3, Duties (Non-Certified)

Motion Passed: Move that the Weston Board of Education approve Policy 4218.3, Duties (Non-Certified); passed with a motion by Gina Albert and a second by Sara Spaulding.

5 Yeas - 0 Nays.

IX. SUPERINTENDENT'S REPORT

IX.A. District Update

Discussion:

Mr. Rudl provided a brief financial update as FY 2017 will not be closed until mid to late August. Three transfers were approved in June surrounding Special Education expenditures. Dr. McKersie and Dr. Craw spoke to the Smarter Balanced Assessment(SBA)results that were released on July 14, 2017. Dr. Craw is in the process of looking at the data with his team. The SBA does not provide the level of detailed data that we received with the Connecticut Mastery Test (CMT) results. Dr. Craw will send preliminary analysis to the Board within two weeks. The Gauging Progress Report, forthcoming from Dr. Craw in the Fall, will provide detailed and comparative analysis. Dr. McKersie spoke about the upcoming Board Retreat on August 23. The District Leadership Team will have a retreat from August 15-16, where goals and action plans for the upcoming year will be outlined and will be brought to the Board during its retreat.

X. COMMITTEE REPORTS

X.A. Communications Committee

X.B. Curriculum Committee

X.C. Facilities Committee

X.D. Finance Committee

X.E. Policy Committee

X.F. Negotiations Committee

X.G. CES

X.H. CABE
X.I. Weston Education Foundation

XI. WRITTEN REPORTS
XI.A. Principals' Reports

XII. NEXT SCHEDULED MEETINGS OF THE BOARD OF EDUCATION

XII.A. Regular Session on August 21, 2017 at 7:30 p.m.
XII.B. Review of Pending Agenda Items for Next Meeting

Discussion:

Dr. McKersie mentioned two additions to the Board agenda for August. Ms. Pernice will provide an ESS Update with the ESS leaders. Dr. McKersie and Ms. Lisa Deorio will provide an update on the Drug and Alcohol Initiative, including Advisory Group design and early work by the Task Force.

XIII. ADJOURNMENT

Discussion:

The meeting was adjourned at 8:48 p.m.

Motion Passed: Passed with a motion by Sara Spaulding and a second by Jacqueline Blechinger.

5 Yeas - 0 Nays.

Chairperson

Secretary

ESS REPORT CARD FOR:

Weston School District

ESS
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SOLUTIONS

2016-2017

Mission

- The mission of ESS is to provide intensive clinical programming for students with significant emotional and behavioral problems so they can be maintained within the public school system and benefit from the wide range of educational, social and extra-curricular opportunities that are only available in public schools
- The mission is accomplished by bringing psychiatric expertise, proven treatment protocols, experienced mental health professionals, clinical supervision and quality management activities into the educational environment so that struggling students can stay and thrive in the public school setting

A stack of several books with various colored spines (blue, purple, green, yellow, light blue, pink, orange) is positioned on the right side of the slide, partially overlapping the text.

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Clinical Services

Student Focused

1. Daily Group Therapy
2. Independent Lunch Period
3. Study Skills Class
4. Individual Therapy
5. Crisis/Classroom Intervention
6. School Avoidance/Home Visits

Parent Focused

1. Family Therapy and Consultation
2. Family Psycho-Education and Support Program
3. Monthly receipt of *Solutions*, the ESS parent newsletter



ESS Staffing

- ESS is contracted to provide 2 full-time licensed mental health professionals in Weston.
- ESS staff are all highly accomplished mental health professionals who have extensive experience treating adolescents with significant emotional and behavioral problems
- ESS guarantees the quality and responsiveness of its staff.
- Each full-time staff member is available one evening each week for family sessions.
- ESS staff assist in facilitation of Learning Strategies.

ESS Supervision

Key to ESS success is a system of clinical supervision that brings another level of expertise and program monitoring, which includes:

- Regional Clinical Director are on site 1 full day per week as well as on call 24/7
- Quality Management (QM)- The QM team monitors each program's documentation, high risk issues, and adherence to DPH standards – up to 10 hours per week
- In addition, ESS works with a consulting psychiatrist to discuss select students with our student cohort

Documentation Standards

- Each student has a clinical record with an assessment, diagnosis, treatment plan, and progress notes.
- Progress notes are written weekly, documenting all interventions and services provided
- Treatment plans match the student's IEP for clinical services and are updated every 90 days.
- Each parent and student sign a consent for treatment before beginning our program.

High Risk Issues

- Suicidal/homicidal ideation
- Verbal aggression
- Substance use & abuse
- Family conflict
- Sexual trauma
- Significant school avoidance
- Medical Referrals
- Loss of credit
- DCF reporting
- Hospitalizations from school or from the community
- Suspicion of Abusive relationships
- Self-harm
- Increase of disregulation of mental health



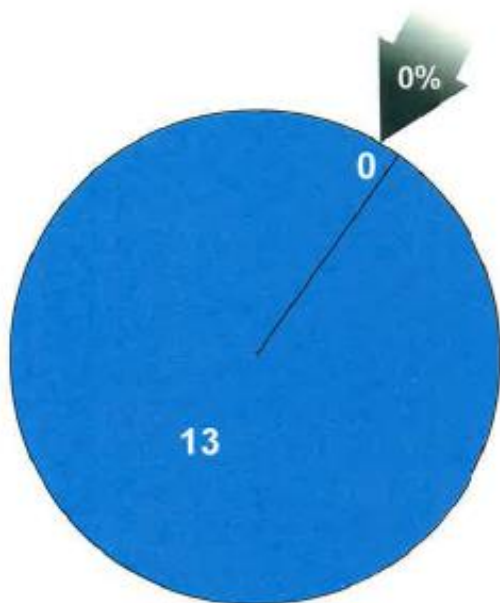
Objective Measurement

- ESS collects and reports on objective measures evaluating the impact of services on student performance and ability to be maintained within the district
- Student performance data is collected from the school database.



ESS RESULTS

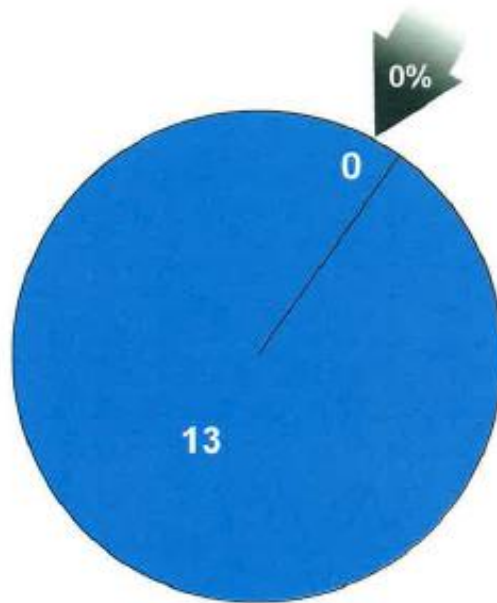
Weston School District

MP 1,2,3,4 2016-2017





Out-of-District Placements

-  Total ESS Students Enrolled
-  Total ESS Students Sent Out-of-District



Home Instruction Placements

-  Total ESS Student Enrolled
-  Total ESS Student Sent to Home Instruction



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ESS RESULTS

Weston School District

MP 1,2,3,4 2016-2017

**Urgent
Sessions with
Students**

533

ESS provides comprehensive support and availability for enrolled students throughout the school day. The above data represents the total number of urgent non-scheduled sessions provided to ESS students during the designated time period.

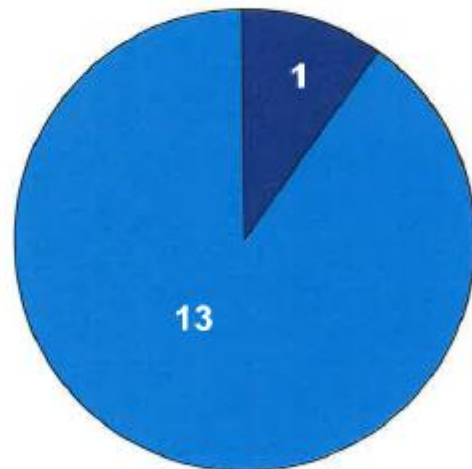


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ESS RESULTS

Weston School District

MP 1,2,3,4 2016-2017



Assessment Conversion

-  Total Students Assessed and Enrolled in ESS
-  Total Students Assessed and Not Enrolled in ESS



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ESS RESULTS

Weston School District

MP 1.2.3.4 2016-2017

**Family Sessions
In-School, In-Home,
Telephonic**

455

**Family
Psycho-Educational
and Support Groups**

10

ESS provides comprehensive support and availability for parents of students enrolled in the ESS Program. The above data represents the total number of services provided to families during the designated time period.



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PARENT SATISFACTION SURVEY

Weston High School

Question	% Strongly Agree/Agree	% Strongly Disagree/Disagree
1. I have been treated with respect	100%	0%
2. My family's right to privacy & confidentiality has been respected.	100%	0%
3. This program is helping my child	100%	0%
4. I have sufficient opportunities to speak with staff.	100%	0%
5. I understand that my participation in the ESS program can help my child's behavior improve at school and home.	100%	0%
6. The counseling staff understands my family's situation.	100%	0%
7. This program is helping me cope with my child.	100%	0%



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Parent Comments

- “Program was very helpful for my child. The therapist was a wonderful help. She helped me and my child cope with his behavior and he improved during this time. She understands my child and his problems and was always there for him.”
- “My kids are just that... kids! There is so much the therapists can do for them... Eventually it’s up to them.”
- “ESS has been a crucial support to us as parents when we are confronted with situations that we have difficulty responding to and ESS has given us some new tools and option ideas. We feel sincerely understood and can see that our child is cared for. The staff has been enthusiastically available when we need them. We are very grateful.”
- “This is a GREAT program!”
- “The therapists are concerned, involved, and helpful. I cant say enough how valuable it has been working with the therapist. She has helped make a tough year more manageable and we are grateful for the program.”
- “Counselors are always available to talk and are very supportive.”

Looking Forward: 2017-2018 School Year

- In addition to the clinical services ESS is already providing to Weston High School for the 2017-2018 school year, ESS will provide at no additional cost the following clinical and supportive services at the Middle School:
 - Assessment and referral for middle school students
 - Clinical consultation and review with middle school staff
- In 2017-2018, ESS will continue to offer Professional development to all schools within the Weston School District focused on providing teaching staff with the knowledge and skills to work effectively with students with emotional and behavioral problems.

ESS PRESENTATION LIBRARY

An important goal of ESS is to assist districts in providing teaching staff with the knowledge and skills needed to work effectively with students with emotional and behavioral problems. To this end, ESS provides on-site professional development for district teachers. Listed are the trainings available, each of which can be provided in sixty to ninety minutes.



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Summit, NJ 07901
Phone (973) 299-9954

www.effectiveschoolsolutions.com

Providing Positive Behavioral Supports in the Classroom: A Teacher's Playbook

This presentation is designed to identify and address the various behavioral needs of students in the classroom. Teachers will be provided with evidence-based supportive strategies that will help maximize learning for all students. The information presented is practical and applicable.

Identifying and Remediating Executive Function Deficits in Students with Emotional Problems

Participants will learn how significant emotional problems can impair executive function. Assessment and surveys will be introduced along with practical approaches and strategies that teachers can use in developing executive function among students with emotional problems in the classroom setting.

The Emotionally Fragile Student in the Public School Classroom: "Who are they and what do I do?"

This presentation will help teachers have a better understanding of what makes a "fragile child" fragile. It will also discuss some specific techniques for helping students to perform better in the public school classroom.

Nurtured Heart: Catch a Child Being Good!

An introduction to Howard Glasser's "Nurtured Heart Approach," a philosophy and technique that "focuses on energizing success and de-energizing failure." Teachers will learn classroom techniques to help shape and support positive classroom behavior among students struggling with emotional and behavioral problems.

The Top 10 Ways to De-Escalate and Engage Students in Stressful Situations

This training will offer 10 approaches that teachers can use in the classroom to avoid getting involved in power struggles with students and triggering defiant or oppositional behaviors, and instead promote cooperation among the teacher and the students.

Helping Teachers Understand and Manage the Effects of Stress in the Classroom

We all experience stress. When stress occurs frequently in the classroom, however, and particularly when it stems from the challenges in educating students with emotional and/or behavioral problems, it takes a toll on a teacher's physical and emotional well-being, and her/his ability to teach effectively. This training helps teachers identify, understand and overcome this stress in order to gain professional satisfaction and work more successfully with difficult students.

Maintaining a Safe and Emotionally Well-Regulated Classroom

According to the work of pioneering psychologist Pat Ogden, Ph.D., learning will only occur when students and teacher are all in "Optimal Arousal Zones." This training will share Dr. Ogden's work in helping teachers to recognize when they, themselves, and their students are in one of three zones of arousal—Hypo, Optimal and Hypo—as well as strategies to better regulate and maintain optimal cognitive and emotional functioning.

Depression: Maybe the Student Is Not Just Moody

Participants will receive an overview of child and adolescent depression and treatment options as well as how depression impacts school performance, with the goal of helping teachers support and work more effectively with these students.

School Avoidance: Call the Therapist, Not the Truant Officer

School avoidance is a growing problem that prevents students from reaching their academic potential. Popular types of school avoidance treatment will be reviewed as well as suggestions for how teachers can effectively interact with parents while supporting students' consistent attendance in the school setting.

Mindset: The Art and Science of Praising Students

Conceptualized by Carol Dweck, "mindset" is a simple idea based on decades of research that looks at the contrast between a fixed versus a growth mindset and how it impacts an individual's level of success. Teaching students the view of a growth mindset creates a love of learning and a resilience that is essential for great accomplishments.



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AGREEMENT

This Agreement made this ____ day of _____, 2017 between Effective School Solutions, LLC which has offices located at 24 Deforest Ave, Suite 310, Summit, New Jersey 07901 (hereinafter referred to as “Effective School Solutions”), by and through its authorized representative, and the Weston Board of Education, which has offices located at 24 School Road, Weston, CT 06883 (hereinafter referred to as the “Board of Education”), by and through its authorized representative (sometimes hereinafter, collectively, “the parties”),

WHEREAS, Effective School Solutions provides therapeutic mental health services through licensed professionals to students in public school districts; and

WHEREAS, the Board of Education is desirous of procuring such services from Effective School Solutions for students enrolled at Weston High School (hereinafter referred to as the “School”); and

WHEREAS, Effective School Solutions and the Board of Education are desirous of entering into a contract for the provision of therapeutic mental health services for the 2017 summer program (“summer program”, defined as a five-week program scheduled during the months of July and August 2017) as well as during regular 2017-2018 school year (“school year program”, beginning with the opening of school in August 2017 and ending with the end of the school year in June, 2018-; and

WHEREAS, the Board of Education has the requisite legal authority to enter into an agreement to procure mental health services from Effective School Solutions.

NOW THEREFORE, based on the foregoing recitals, and in consideration of the mutual promises and covenants of the parties set forth below, the parties agree as follows:

1.

(a) Effective School Solutions shall provide the services of two (2) full time Connecticut licensed mental health professionals who are trained and experienced in adolescent psychiatric treatment and employed by Effective School Solutions (“the mental health professionals”) during the school year program and one such professional during the summer program. The Board of Education, acting through its administration, shall interview the two (2) full time mental health professionals described above (whether they are employees or contractors) prior to their beginning their services with Weston

Public Schools. If following such interviews, the Board of Education objects to any such mental health professional working with Weston Public Schools, Effective School Solutions shall not utilize them to provide services under this Agreement. The interviews described herein may be conducted prior to such licensed mental health professionals employment with Effective School Solutions or thereafter. If the Board of Education is not satisfied with the services provided by a licensed mental health professional assigned by Effective School Solutions (whether an employee or contractor), the Board may request a change in the professional assigned, which change shall be effectuated no later than seventy-five (75) days from the date Effective School Solutions receives the request in writing. Effective School Solutions agrees that time is of the essence for any such replacements and will use its best efforts to effectuate the change in the professional assigned sooner than seventy-five (75) days. Any replacement for a formerly assigned licensed mental health professional will be interviewed and approved by the Board of Education, acting through its administration, prior to providing services in Weston Public Schools as described in this Section.

(b) The mental health professionals described in this Section shall work under the direction and supervision of a regional director employed by Effective School Solutions, and in cooperation with staff designated by the School. The mental health professionals, including the regional director, shall be employed by Effective School Solutions and shall not be employed by the Board of Education, and Effective School Solutions shall be solely responsible for compliance with all state and federal laws pertaining to their employees and the payment and withholding of all applicable wages and taxes. Effective School Solutions agrees that all of its employees, substitutes, agents, and/or contractors who provide services under this Agreement will be properly licensed for the services that they provide hereunder.

(c) Effective School Solutions shall not discriminate in its hiring of its employees, contractors, substitutes or agents or its treatment of students or staff on the basis of race, gender, ethnic background, religion, sexual orientation, gender identity, disability, age, or on any other basis prohibited by state or federal law. Effective School Solutions shall be considered an independent contractor for all purposes, and nothing in this Agreement

shall be deemed to make the parties partners of joint ventures or to make either party the employer or employee of the other.

(d) The licensed mental health professionals, substitute licensed mental health professionals, and other employees, contractors, and agents employed by Effective School Solutions, and providing services to Weston Public Schools students, shall satisfy the requirements of the criminal history and child abuse and neglect registry records checks prescribed by Connecticut General Statutes Section 10-221 and Board of Education Policy 4111.3 before providing services to the Board of Education. In addition to submitting to the background checks required by law, the licensed mental health care professionals, substitutes, other employees, contractors, and agents will also undergo a criminal “outside background check” as prescribed by Board of Education Policy 4111.3 Section C(6). With regard to any and all required criminal history and child abuse and neglect registry records checks prescribed by Connecticut General Statutes Section 10-221, the Board of Education agrees to conduct all necessary checks in a timely manner on behalf of ESS. ESS shall provide any and all relevant information it has in its possession with regard to these checks to the district. The District will inform ESS when its mental health professional’s required checks have been returned and that the mental health professional has been cleared to continue working. ESS will reimburse the Board of Education for any costs associated with the background checks and outside background checks. These mental health professionals shall be present at all times when School is in session. When mental health professionals are required to work outside of the normal school/work day for family educational training and/or other sessions, he/she will be entitled to take “compensation time” on another date, provided such compensation time does not conflict with required and/or scheduled student and/or family sessions.

(e) This Agreement will expire on June 30, 2018 unless it is extended by mutual written agreement of the parties.

2. Effective School Solutions shall provide therapeutic mental health services for up to eighteen (18) students during the school year program (hereinafter referred to as the “cohort”) enrolled at the School at any given time, as described more specifically in Paragraph Three (“3”) below, for the period beginning with the start of the school year in August and ending with the conclusion of the school year in June 2018. During the summer program, Effective School

Solutions shall provide therapeutic mental health services for up to ten (10) students enrolled at the School, as described more specifically in Paragraph Three (“3”). (During the two weeks prior to the onset of the school year, Effective School Solutions shall meet with students and their parents who are going to be in the cohort to complete an evaluation and the necessary consents. The students in the cohort need not necessarily be the same students for the entire period. The parties acknowledge that Effective School Solutions shall maintain an outpatient mental health clinic license with the Connecticut Department of Public Health so that it can provide services for students eighteen years of age or older and the Board of Education will cooperate with Effective School Solutions in this process. Effective School Solutions shall maintain such a license unless the Department of Public Health determines otherwise. Effective School Solutions will provide the Board of Education with a copy of the relevant licenses and certificates for all licensed mental health professionals, substitutes, other employees, agents and contractors who will be providing services to Weston Public Schools students.

3. Students shall participate in the cohort only after being recommended by staff designated by the Board of Education and approved by ESS. Unless ESS, in consultation with the appropriate school staff, determines otherwise, Effective School Solutions agrees to provide the following therapeutic mental health services during the school year program:

- (a) one (1) individual psychotherapy session each week for each student;
- (b) one (1) daily group therapy session, in which the number of students assigned to a specific group shall not be greater than eleven (11) on a consistent basis; and
- (c) one (1) family therapy session as needed for each family, but generally twice per month.
- (d) one (1) multifamily psycho-educational group session each month.

Unless ESS, in consultation with the appropriate school staff, determines otherwise, Effective School Solutions agrees to provide the following therapeutic mental health services:

- (a) one (1) individual or family psychotherapy session every other week for each student;
- two (2) group therapy sessions each week.

4. In the event one of the licensed mental health professionals is absent, if so requested by the Board of Education, Effective School Solutions shall exert its best efforts to assign a qualified substitute to provide the services. If a substitute cannot be obtained, Effective

School Solutions shall provide the Board of Education with a credit (at a rate of \$200 per day) for days of service missed after there has been a total of seven (7) missed days in a school year. However, if Effective School Solutions staff is absent for any reason, Effective School Solutions shall make qualified staff available to provide compensatory services to any student whose individualized education program (“IEP”) or Section 504 Plan requires such services in order to be implemented in substantial compliance with the obligation of the Board of Education to provide a free appropriate public education.

5. In addition to the services listed in Paragraph Three (“3”) of this Agreement, Effective School Solutions shall during the school year program:

- (a) if so requested by the Board of Education, direct its mental health professionals to participate for up to four (4) days per full school week in a teacher-led student skills class that is solely comprised of students in the cohort;
- (b) if so requested by the Board of Education, have one (1) mental health professional assist an appropriately trained school employee, as per subparagraph (d) below, to assist in implementing one (1) daily lunch period group at the School that is solely comprised of students in the cohort;
- (c) ensure that a mental health professional attend PPT, Section 504 Multidisciplinary Team, and SAT meetings, as needed, for students either in the cohort or being considered for enrollment in the cohort, provided that they do not conflict with the other scheduled services outlined in this Agreement; and
- (d) provide up to six (6) hours of in-service training to certified and noncertified staff who have assigned responsibility to students at the School during normal school hours on regularly scheduled school days or staff development days.

6. Effective School Solutions shall provide all the services outlined in this Agreement during normal school hours on regularly scheduled school days during the school year program, except that family sessions may be scheduled at the School during evening hours by Effective School Solutions. If the student is absent on the date the individual or family therapy session is scheduled, or school is not held on the scheduled day for the services, ESS will use its best efforts to reschedule the missed session. The summer program shall be provided during the hours and days agreed upon by Effective School Solutions and the Board of Education.

7. The Board of Education shall provide Effective School Solutions with:

- (a) a confidential office for the mental health professionals to provide individual therapy sessions at the School;
- (b) a classroom or similar space to conduct group therapy sessions,;
- (c) filing cabinet(s) with locking mechanisms to secure confidential records;
- (d) use of telephones and computers with internet capabilities for each mental health professional at no cost to Effective School Solutions; and
- (e) access to the School's database tracking the student educational records including grades, attendance rates and disciplinary incidents for each student in the cohort provided services by Effective School Solutions, provided that the mental health professionals have a legitimate educational interest in the student educational records, in a manner prescribed by the Board of Education, subject to state and federal requirements for confidentiality of student records and personally identifiable student information. To the extent that confidential student records or other information comes into the possession of Effective School Solutions, Effective School Solutions shall not further disclose that information without appropriate parental consent. All employees, contractors, and agents of Effective School Solutions with access to confidential student educational records understand that they are bound by the requirements of the Family Educational Rights and Privacy Act ("FERPA") and Board of Education Policy 5125 and will be trained regarding the standards and effect of the FERPA and Board of Education Policy 5125.

8. Effective School Solutions shall be designated as a "school official" by the Board of Education for the purpose of providing services to students pursuant to the terms of this Agreement. All records of the services provided by Effective School Solutions to students of the Board of Education shall be considered Education Records pursuant to FERPA and shall be maintained by Effective School Solutions in accordance with applicable law and Board of Education policy on behalf of the Board of Education. Effective School Solutions shall make all records of services provided to such students in the cohort available to the Board of Education

upon request or as required in order to deliver services to the student at issue, including but not limited to, in the event of a due process hearing under state or federal law. Effective School Solutions shall provide parents/students with an acknowledgement for their signature which confirms that any information received by Effective School Solutions from the student may become part of the student's educational records retained by the Board of Education. Once a student is no longer receiving services, Effective School Solutions shall deliver all original records pertaining to that student to the Board of Education for future reference, and any copies retained by Effective School Solutions shall continue to be treated as Educational Records pursuant to FERPA.

9. All computers furnished by the Board of Education in accordance with the terms of this Agreement shall be password protected with access limited to Effective School Solutions and authorized personnel of the Board of Education. The Board of Education shall ensure that there will not be any unauthorized access to the confidential information contained on any such computer. Effective School Solutions personnel understands and agrees that it will access student educational records only to the extent required to provide designated services or for those records in which it has a legitimate educational interest.

10. The School and Effective School Solutions shall work collaboratively to identify students from the School who are appropriate referrals to the cohort. Effective School Solutions shall accept appropriate referrals from the School to the cohort, including but not limited to students who are referred by the PPT, Section 504 Team, and/or SAT. It is within the sole discretion of Effective School Solutions to determine whether a student can enter or remain in the cohort once the student has been referred by the School for the services outlined in this Agreement. However, it is expressly understood that the primary reason for Effective School Solutions to either reject a student or remove a student from the cohort, after considering the input of the appropriate personnel of the School, is a student's unwillingness to appropriately participate in the services outlined in this Agreement or, in the sole opinion of Effective School Solutions staff, the student is a danger to himself/herself or others, in which case Effective School Solutions shall notify the Director of Pupil Personnel Services and School Principal immediately. In the event that a student in the cohort becomes the subject of a due process hearing or other dispute concerning students with disabilities, Effective School Solutions agrees

to make its employees, agents, and contractors available to testify in the due process hearing or other dispute resolution process at no additional cost to the Board of Education.

11. The School agrees to provide training to the mental health professionals with regard to Child Find obligations under the Individuals with Disabilities Education Act (“IDEA”) and Section 504 of the Rehabilitation Act (“Section 504”). Effective School Solutions agrees that the mental health professionals working in the School will comply with said Child Find obligations by making appropriate referrals to the Director of Pupil Personnel Services or the School Principal.

12. In accordance with Connecticut General Statutes Section 10-212b, Effective School Solutions agrees that no one in its employ, including but not limited to the mental health professionals, licensed clinical social workers and psychiatrists, shall recommend the use of psychotropic drugs as part of the services provided through this Agreement. Psychotropic drugs means prescription medications for behavioral or social-emotional concerns, such as attentional deficits, impulsivity, anxiety, depression and thought disorders, and includes, but is not limited to, stimulant medication and antidepressants. Moreover, such individuals may not require that a student obtain a prescription for a controlled substance (as defined in the Controlled Substances Act, 21 USC 801 et seq.) in order for the student to: 1) attend school; 2) receive an initial evaluation or reevaluation to determine a student’s eligibility for special education; or 3) receive special education and related services. Notwithstanding the foregoing, Effective School Solutions employees may recommend that a student be evaluated by an appropriate medical practitioner and may consult with such practitioner with the consent of the parents or guardian of such student.

13. Effective School Solutions and its agents, contractors, and employees may learn certain information as part of the delivery of the services contemplated by this Agreement that is confidential regarding students, faculty and staff of the Weston Public Schools, including but not limited to confidential information contained in educational records, personnel records, and mental health records and information. While such information may be disclosed to Effective School Solutions and its employees, contractors, and agents only in order to effectively deliver services to students in the cohort, Effective School Solutions agrees and understands that such information must be maintained as confidential and cannot be further disclosed without prior written permission from Weston Public Schools. In addition, in the case of educational and

mental health records and information, prior written permission must be obtained by the student's parent(s)/guardian(s) prior to any further disclosure.

14. In the event that Effective School Solutions or any employee, contractor, or agent of Effective School Solutions knows or has reason to believe that a child has been or is being abused or neglected as that term is defined under the Connecticut General Statutes Section 46b-120, Effective School Solutions shall fulfill its responsibility to report such suspected abuse or neglect to the Department of Children and Families (DCF) as required by the applicable mandated reporter requirements, including but not limited to Connecticut General Statutes Section 17a-101a. Effective School Solutions agrees to advise the Director of Pupil Personnel Services when a report of abuse or neglect is made to DCF or a law enforcement agency regarding a student of Weston Public Schools within twelve (12) hours of having made such report to DCF or a law enforcement agency. Effective School Solutions further agrees to provide the Director of Pupil Personnel Services with any information provided to DCF. Effective School Solutions represents and warrants that it is aware of its obligations concerning mandated reporting of suspected child abuse and neglect and that it has trained its employees, contractors, and agents with respect to those obligations.

15. The Board of Education shall pay Effective School Solutions two-hundred seventy-five thousand dollars (\$275,000) for the services set forth in this Agreement, including the summer program. Payment shall be made in ten (10) equal and consecutive monthly installments of twenty-seven thousand and five-hundred dollars (\$27,500). The first payment shall be due on September 1, 2017 and shall be due on the first day of every month thereafter. The Board of Education shall furnish Effective School Solutions invoices to the Board of Education with vouchers which Effective School Solutions shall execute and timely submit for payment. Unless otherwise required by law, the Board of Education shall not release the terms and conditions of this Agreement, including but not limited to the financial terms of this Agreement, to any person and/or entity. Effective School Solutions acknowledges that this Agreement is subject to disclosure under the Freedom of Information Act.

16. This Agreement may be terminated upon written notice for Cause. With respect to the termination of the Agreement by the Board of Education, the term "Cause" means the following: gross negligence or willful misconduct of an Effective School Solutions employee, agent or contractor that is injurious to the Board of Education, its employees and/or agents, a

Weston Public Schools student(s), and/or the family of a Weston Public Schools student; or the material breach by Effective School Solutions, its employees, agents, or contractors of any provision of this Agreement as determined by the Board of Education and failure to cure same within five (5) business days after receipt of written notice of such breach. With respect to the termination of the Agreement by Effective School Solutions, the term "Cause" means the following: The Board of Education's substantial failure to cooperate with Effective School Solutions; or the material breach by the Board of Education of any provision of this Agreement as determined by Effective School Solutions and, in each case, failure to cure same within five (5) business days after receipt of written notice of such failure or breach. The parties hereby agree that the Board of Education's failure to pay the amount due under this Agreement for two (2) consecutive months shall constitute a material breach of this Agreement. In the event that this Agreement is terminated for Cause, or if the parties do not renew this Agreement beyond June 30, 2018, the provisions of Sections 7, 8, 10, 13, 14, 17, and 18 through 28 of this Agreement will survive any such termination.

17.

(a) Effective School Solutions shall maintain general liability insurance coverage in the minimum amount of \$1,000,000.00, as well as excess/umbrella insurance coverage in the amount of \$6,000,000 to cover any and all liability arising out of and/or related to the provisions of therapeutic mental health services by Effective School Solutions to the Board of Education. The Board of Education will be listed as an additional insured on such general liability insurance coverage and excess/umbrella insurance coverage. Effective School Solutions shall furnish the Board of Education with a copy of the certificate of insurance, including evidence of specific coverage for sexual abuse and molestation incidents or events, prior to the rendering of the services set forth in this Agreement.

(b) In addition, each party shall indemnify, defend and hold harmless the other party and its agents and employees, including, but not limited to, their elected officials, officers, employees and assigns from any and all suits, claims, or actions of any kind whatsoever in any forum whatsoever whether in law or equity brought by any person or equity caused by or arising out of that party's (or its employees', agents', or contractors') acts or omissions or any other wrongful conduct, under this Agreement. Each party shall

have the right to select its own attorneys in connection with any legal action taken against it by a third party, and the party providing indemnification and defense shall reimburse the indemnified and defended party for all reasonable attorneys' fees and costs incurred in the defense of such legal action. In the case of a legal action between Effective School Solutions and the Board of Education, each party shall bear its own legal expenses and costs unless the action is brought to enforce the provisions of this subsection. If an action is brought by either party to enforce the provisions of this subsection, and a court or arbitrator rules in favor of the party seeking to enforce the provisions of this subsection, the non-prevailing party will reimburse the prevailing party for its reasonable attorneys' fees and expenses incurred in seeking such enforcement.

18. Effective School Solutions and the Board of Education agree that they shall not, without the prior written consent of the other, settle or compromise or consent to the entry of judgment in any pending or threatened claim, action, suit or proceeding of which indemnification may be sought pursuant to paragraph 17 above (whether or not either Effective School Solutions or the Board of Education is a named party or a potential named party to such claim, action, suit or proceeding) unless such settlement, compromise or consent includes the unconditional release of the other (and its elected officials and employees) from liability arising from such claim, action, suit or proceeding. The terms of this paragraph shall not apply in the event that the insurer handling the claim, action, suit or proceeding on behalf of a party is free to settle such claim, action, suit or proceeding without the consent of the party.

19. The Board of Education agrees that it shall not hire or otherwise use as a consultant any employee or former employee of Effective School Solutions, who provides and/or provided services to the School in particular, or the Board of Education in general, pursuant to this Agreement for a period of two (2) years from the date the employee last provided services to the Board of Education as an employee of Effective School Solutions. Additionally, the Board of Education agrees that it shall not utilize the services of any employee or former employee of Effective School Solutions, who provides and/or provided services to the School in particular, or the Board of Education in general, as an employee and/or an independent contractor of a vendor other than Effective School Solutions, as an independent contractor or otherwise with respect to the provision of services contemplated by this Agreement, for a period of two (2) years from the date the employee last provided services to the Board of Education as an employee of Effective

School Solutions. Since damages for violating this Agreement are incapable of precise calculation, the parties agree that liquidated damages in an amount equal to four (4) times the employee's salary for the time period equal to the breach of this restrictive covenant is fair and reasonable and does not constitute a penalty. The provisions of this Paragraph ("Paragraph 19") of this Agreement shall remain in full force and effect, regardless of whether the Agreement is terminated prior to the expiration of the term of this Agreement or the Agreement is not renewed by the parties upon the expiration of the term of this Agreement.

20. This Agreement is subject to all applicable federal, state and local statutes, regulations and ordinances and shall be interpreted in accordance with the laws of the State of Connecticut. This Agreement is enforceable in any State or federal court of competent jurisdiction in the State of Connecticut.

21. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right accruing under this Agreement; nor shall it affect any right that either party may have under the terms of this Agreement or preclude the party from seeking enforcement or claiming damages by instituting a lawsuit in a court of competent jurisdiction.

22. Neither party may transfer or assign any of its rights or obligations under this Agreement without prior written consent of the other. Any such unauthorized transfer or assignment shall be null and void.

23. The provisions of this Agreement shall apply to, bind, and inure to the benefit of each of the parties hereto, and to their respective successors, assigns, and legal representatives.

24. Neither party may use the name or any symbol or mark identified with the other party in connection with any advertising, promotional or similar materials without the written permission of the other party.

25. The parties hereto agree that this Agreement constitutes the sole and complete agreement of the parties, superseding any and all prior and/or contemporaneous agreements or understandings made or alleged to have been made by the parties, whether orally or in writing, and further agree that the provisions of this Agreement are not subject to or in addition to any conditions or understandings not expressly set forth herein. In the event that any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the parties agree that

the remaining terms and conditions of the Agreement shall remain in full force and effect. This Agreement shall only become effective upon execution by both parties.

26. Any and all notices and demands required or desired to be given under this Agreement shall be in writing and shall be deemed to have been given upon receipt by the other party, either by personal delivery or mail. All notices required or permitted to be given pursuant to this Agreement shall be given in writing and shall be transmitted by personal delivery, overnight courier, by registered or certified mail, by telecopier or by other electronic means of confirming receipt of delivery.

27. A party may designate a new address to which notices required or permitted to be given pursuant to this Agreement shall thereafter be transmitted by giving written notice to that effect to the other party, each such notice to be deemed effective for all purposes at the time it is delivered to the addressee as indicated by return receipt or presented for delivery at the address so indicated during normal business hours.

28. Effective School Solutions represents that it and all of its employees, contractors, and agents who will provide service to Weston Public Schools students will become familiar with the Board of Education policies and administrative regulations listed below prior to providing such services. Effective School Solutions (and each of its employees, contractors, and agents) agrees to abide by the terms of such policies and administrative regulations:

- Policy 1255 – Civility
- Policy 1325 – Advertising and Promotion
- Policy 4118.11/4218.11 – Non-Discrimination
- Policy and Regulation 4118.12/4218.12 – Sex Discrimination and Sexual Harassment
- Policy and Regulation 4118.222 – Drug Free Workplace
- Policy and Regulation 4118.231/4218.231 – Alcohol, Drugs, and Tobacco
- Regulation 4118.24 – Staff/Student Relations: Confidentiality
- Policy and Regulation 4118.25/5141.4 – Reports of Suspected Abuse or Neglect of Children
- Policy 4118.26 – Restraint and Seclusion of Personnas at Risk

- Policy 4118.33 - Prohibition Concerning Recommendation for Use of Psychotropic Drugs by Students
- Policy and Regulation 4118.25 - Employee Use of the District's Computer Systems and Electronic Communications
- Policy 4118.4 – Electronic Mail
- Policy 4118.5 – Social Networking, Personnel
- Policy 5141.45, Child Sexual Abuse and Assault
- Policy 6121 – Non-Discrimination: Instructional Program
- Policy 6184 – Policy Regarding Unexpected Broadcast

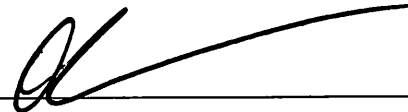
In the event that the Board of Education amends any of the policies and/or regulations listed above, it will promptly provide Effective School Solutions with the amended versions. Effective School Solutions acknowledges that the terms of Board of Education policies and administrative regulations, regardless of whether they are listed above, govern all issues concerning Weston Public Schools students. The only exception would be in cases where specific language in this Agreement contradicts a policy and/or regulation at issue.

29. This Agreement is subject to ratification by the Board of Education.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first above written.

Witness: EFFECTIVE SCHOOL SOLUTIONS, LLC

Karen M. Spiciale

By:  _____

Witness: WESTON BOARD OF EDUCATION

_____ By: _____



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

MEMORANDUM

To: The Weston Board of Education *W. S. McKersie*
Date: August 16, 2017
RE: Drug & Alcohol Initiative Advisory Committee Formation

The Drug & Alcohol Initiative will be a priority for the Weston Public Schools this school year. Due to the complexity of the issue, the work will carry into future years, but I am focused in this memorandum on the 2017-18 school year.

At the August 21, 2017 BOE Meeting, I would like feedback on the plans for the Drug & Alcohol Initiative Advisory Committee. By way of background, please recall that the Drug & Alcohol Initiative has a Task Force at its core, being led by Lisa Deorio and Dan Doak. The Task Force is the operational body for the Initiative and includes administrators, staff and student leaders. The latest Task Force Work Plan is attached. Lisa and Dan will provide an update at the September 2017 BOE Meeting, including a set of recommended actions for the 2017-18 school year.

As you may recall, the Drug & Alcohol Initiative will have an Advisory Committee, charged with connecting the Initiative to the town and wider community. A key role will be to hear updates from the Task Force and provide guidance on priority work and community partnerships and resources. The Advisory Committee would have the following membership and meeting frequency.

Advisory Committee Members

1. Superintendent of WPS -- Chair
2. Director of Pupil Personnel Services for WPS
3. Board of Education Representatives -- Two
4. PTO Representatives -- Four (One from each school)
5. Board of Selectmen Representative -- One
6. Town of Weston Youth Services Director
7. Chief of Police Weston (or designee)
8. Community Representatives -- Two (Identified in coordination with Board of Education and Board of Selectmen)
9. Faith Leaders -- One (Identified through area clergy council)

10. Mental Health Professional (Identified by Director of Pupil Personnel Services)
11. Parents of WPS Alumni -- Two (Identified in coordination with PTO leaders)
12. Weston Education Foundation Representative

Advisory Committee Meeting Schedule

1. Meet quarterly: October 2017, December 2017; March 2018; June 2018
2. Special meetings to be scheduled based on the needs and preferences of the Advisory Committee

I would appreciate feedback on the categories for members (once final, I will confer with the designated bodies to identify specific individuals). I also would appreciate feedback on the meeting schedule.

Thank you.

Weston Public Schools Alcohol & Drug Task Force Action Plan 2017-18

Theory of Action: If the schools, town and community organizations work collaboratively with families on the issue of the illegal use of alcohol and drugs, our youth will be better equipped to choose a healthy lifestyle that will serve them well as they pursue their preferred futures.

Belief:

- Underage drinking and illegal drug use is an important societal issue that needs to be addressed. The Weston Public Schools must partner with the Town of Weston and community organizations, parents, and students in order to ensure the safety and well-being of our youth.

Facts:

- Alcohol use remains the most-used substance in Weston, followed by marijuana (Table 43 and Figures 1& 2).
- The use of marijuana use is linked to the use of other substances; both boys and girls are 12-times more likely to use other illicit drugs if they use marijuana (Figure 4).
- Prevalence of use of a substance decreases as perception of risk of harm increases.
- More than 10-times as many youth who drink reported that parents use marijuana (table 57), and there significant deficits in parental attachment among drinkers.
- Youth who did not use alcohol were significantly more likely to share problems with their parents (table 51).
- Youth who reported drinking were considerable more tolerant of antisocial behavior than non-drinkers (Table 52), more than in 2013.
- Drinkers reported feeling sad or having trouble concentrating more than non-drinkers (Table 54).
- Academic performance decreases as intensity of marijuana use increases among Weston youth (Figure 3).
- School efforts and performance were somewhat lower among drinkers (Table 55 and Figure 3), and risky behaviors were much more common (Table 56).
- Parental attitudes surrounding perceived risk and use of substance show a statistical correlation in students use or abstinence.
- Opioid abuse is on the rise in CT and nationwide.

Areas of Focus- Action Steps

Communication

- **Share with students & parents current information on alcohol & drugs including growing trends, resources, and programming available using different formats including: websites, email blasts, videos & public service announcements**
- **Engage student leaders in the discussion. Ensure that their voices are heard regarding , planning, implementing, and gauging progress on task force work**

Education

- **Review & revise articulated and aligned K-12 curriculum re: alcohol and drugs to ensure appropriate vertical articulation**
- **Implement strategies that maximize student engagement & ownership of their learning**
- **Provide parents and students with educational programming**

Community Programs

- **Partner with the town to increase recreational & educational resources & programming for Weston youth.**
- **Reach out/partner with community organizations to sponsor activities for youth**
- **Partner with nonprofit organizations that combat alcohol and drug abuse (eg: Shatterproof)**

Culture of Commitment

- **Design Student Leadership Pledges that align with Captains' Pledge to ensure that all student leaders are held to the same expectation regarding drugs and alcohol.**
- **Safe Homes Program**

Evidence Indicators: TBD by Task Force

Number of participants at workshops

Membership: WHS Principal Lisa Deorio, WMS Principal Dan Doak, Health Teachers Dennis Richetelli & Patty Powers, HS Athletic Director Mark Berkowitz, HS Teacher Geoff Brencher, MS Teacher Marilyn Harasiuk, WHS/WMS Social Worker Meghan Skelton, School Resource Officer Joe Mogollon, Nursing Supervisor Sheryl Zulkeski, Students Tony Fontana and Julia Garbee

Strategy / Action	People Responsible	Measurement	Resources	Due Dates
DISTRICT	ACTION STEPS			
Determine structure of task force & advisory board	Superintendent McKersie HS & MS Principals Deorio & Doak			April 2017
Identify Potential members & invite them to participate in task force.	HS & MS Principals Deorio and Doak			May 2017
Understand current youth programs available through Town Departments & explore possible future opportunities to enhance programming	HS & MS Principals Deorio & Doak Weston Parks & Recreation & Youth Services Representatives	Current attendance	Current programs WPS facilities	May 2017
Present Report on results from drug surveys administered in early spring	Director of Pupil Services Pernice & Positive Directions	Quantitative Data from parent and student surveys	Positive Direction Survey	May 2017 Board of Education Meeting
Discuss with Selectman Spaulding the town Youth Services Position	HS Principal Deorio MS Principal Doak			May 2017

Analyze Survey Results prior to June Meeting	Task Force			June 14th
Review survey data/goals and purpose of task force/Identify goals & evidence indicators	Task Force	Action Plan Steps		June 14th Meeting
Identify & Invite Advisory Board	Superintendent McKersie			June 2017
Set schedule of task force and advisory board meetings	Superintendent McKersie Principals Deorio & Doak			June 2017
Discuss with Faith Based leaders our work Rabbi Friedman Katie- Piazza Emmanuel Rev Horn Methodist Church	Superintendent McKersie Principals Deorio & Doak			July 2017
Participate in Drug/Alcohol Workshops- National Trends	SRO Mogollon		SRO National Conference Washington, CT	July 2017
Launch & maintain School Resource Officer Webpage	School Resource Officer Mogollon Craig Tunks		Electronic Resources IT staff	September 2017

Organize & execute parent program to explain Drug survey results	Central Office Administration HS & MS principals		Positive Directions Survey Results	Fall 2017
HIGH SCHOOL	ACTION STEPS	2017-18		
Explore technological resources for curriculum integration	HS Principal Weston Community Member Mrs. Funk			June 14 2017
Train HS team in Emotional Intelligence	Assistant Principal Givoni Counselor Schirizzo Teachers Grace & Swezey		Yale Center for Emotional Intelligence HS Program incorporates drug/alcohol lens	August 2017
Create Student Leadership Pledges for WHS	Legal Counsel Brey HS Principal Deorio Athletic Director Berkowitz Student Government Advisor Conetta Club Advisor Representatives			Summer 2017 for 2017-18 School Year
Implement Safe Home Program for HS families	HS Principal SRO Mogollon			September 2017

Meet with student leader including ADAP s and encourage feedback regarding proposed work	HS Principal Student Government Advisor Conetta Athletic Director Mark Berkowitz		Student groups including: Student Government & Class officers Captain's' Circle	August/September 2017
Launch & maintain School Resource Officer Webpage	School Resource Officer Mogollon		Electronic Resources IT staff	September 2017
Train staff in EI	EI Team		Yale Resources	Sept-June 2018
Document & Synthesize 9-12 Health Curriculum identifying alcohol & drug instruction by topic and grade level Present to task force	Task Force Health Teachers Richetelli & Aquila	Assessment data Student and parent reflections Teacher observation of classroom engagement and discussions	Atlas Curriculum Documents	August 2017 September 2017 October 6, 2017
Participate in Shatterproof event	Faculty volunteers WHS administration 50 student volunteers	Number of participants feedback	Shatterproof organization resources	October 6, 2017
Choices Matter Program				December 2017
Add a monthly SRO update to our Principal's updates	SRO Mogollon HS Principal		BOE Monthly reports	September -June 2017

Public awareness campaign regarding drug and alcohol issue	HS Principal Sydney Girardi- art Geoff Brencher- video SRO Mogollon	Quantitative & qualitative data # mailings, viewings	Art & video resources Mailings Channel 78	Fall 2017
Integrate Drug/Alcohol Component into 9th grade Parent presentation Meet the Coaches	Athletic Director Mark Berkowitz			Fall 2017 Winter 2018 Spring 2018
Distracted Driving Program for 10/11				March 2018
MIDDLE SCHOOL	ACTION STEPS	2017-18		
Document and Synthesize MS Health Curriculum identifying alcohol & drug instruction by topic and grade level Present to task force	Task Force Health Teacher Powers -----	Assessment data Student and parent reflections Teacher observation of classroom engagement and discussions	Atlas Curriculum Documents	August 2017 September 2017 October 6, 2017



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.

Chapter Three, Teachers

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 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 the merits of the nonrenewal decision in its initial vote (if any) to notify the affected teacher of nonrenewal of his or her contract.

The decision whether to non-renew the contract of a non-tenure teacher is within the discretion of the superintendent. In sharp contrast to termination, discussed below, a nonrenewal decision does not require a finding of incompetence or even poor performance. A decision not to renew the contract of a non-tenured teacher can be based on the judgment that the teacher's performance is simply not up to district standards. School districts in Connecticut may even establish "excellent performance or the potential for excellent performance" as the standard for nonrenewal, and teachers who do not meet that standard may be subject to nonrenewal. Of course, the superintendent should never base a decision to non-renew a contract on an improper reason, such as union activity or the filing of a workers' compensation claim. As long as the superintendent's reasons are not improper, however, he or she has broad discretion. Indeed, one decision describes nonrenewal as a "discretionary act concerning a probationary employee." *Shanbrom v. Orange Board of Education*, 2 Conn. L. Rptr. 396, 398 (Conn. Super. 1990); *see Devlin v. Bennett*, 26 Conn. Supp. 102 (1965).

Once nonrenewal notification is given, the non-tenure teacher's employment terminates at the end of the then-current school year if the teacher does not request a hearing. If a hearing is requested and held, the decision of nonrenewal will stand unless the board of education affirmatively votes to rescind the nonrenewal decision (a highly unlikely prospect). The statute does not provide for an appeal to court in cases of nonrenewal. Absent some collateral attack (*e.g.*, free speech, due process), the nonrenewal decision is final. Conn. Gen. Stat. § 10-151(c); *Neyland v. Redding Board of Education*, 195 Conn. 174 (1985).

On occasion, nontenure teachers bring collateral challenges after their contracts are not renewed. Given that such teachers retain their constitutional and statutory rights, the courts will hear such challenges. However, absent a constitutional violation, those challenges will be dismissed. In [*Abelli v. Ansonia Board of Education*](#), 987 F. Supp. 2d 170 (D. Conn. 2013), for example, the teacher claimed that she was charged with criminal wrongdoing and that she was entitled to a separate "name-clearing hearing" not subject to the deferential "not arbitrary or capricious" standard of nonrenewal hearings. The court, however, rejected her claim,

holding that the nonrenewal hearing which she received (and in which she participated) afforded her adequate due process. *See also Brown v. Regional School District No. 13*, 328 F. Supp. 2d. 289 (D. Conn. 2004) (collateral free speech attack rejected because conferring with lawyer relates to matter of private concern).

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).

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 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 hearing do not extend the timelines for the impartial hearing officer's concluding the hearing and issuing his or her report. *Id.* These strict timelines were first imposed by the General

Assembly in 1995, after an infamous case in which the administrative hearings alone took over one year to complete. *Sekor v. Ridgefield Board of Education*, 240 Conn. 119 (1997). In 2014 the General Assembly shortened these timelines even more, reducing the time from a total of ninety days to sixty days.

Notwithstanding the interest in a prompt resolution, it can be very difficult to conclude a complicated case within these timelines. Hearings take time to schedule, and the presentation of evidence can be time-intensive as well. Before the impartial hearing officer can even consider the matter, moreover, the transcript must be produced, and the parties must prepare and submit briefs. Since there is no discovery in teacher termination hearings, the teacher could claim a need for additional time to rebut evidence presented by the administration. Calling an end to the hearing due to time constraints is more likely to affect the teacher's presentation of his or her case, because the administration presents its case first. Accordingly, limiting the hearing due to time constraints could result in the teacher's raising due process issues, particularly in a complicated case.

Given these problems, creative lawyers have devised a way to comply with the statutory timelines and still assure that the teacher involved receives due process. If it appears that the hearing officer will not be able to complete his/her work, the parties occasionally agree on the following procedure to give the process more time. The superintendent withdraws his letter initiating the proceedings, and the superintendent then reinitiates termination proceedings pursuant to an agreement that the same impartial hearing officer will be designated and that all testimony and evidence presented in the prior hearing will be accepted by the "new" hearing officer in the "new" hearing. The process assures both due process and preserves the information that was presented at the prior hearing.

c. The decision

The board of education must make the ultimate judgment on contract termination. At the conclusion of the hearing, the board must vote on the proposed termination and give the teacher its written decision within fifteen days, measured from the close of the hearings if before the board, or from receipt of the written findings of fact and recommendation if before an impartial panel, impartial hearing officer, or a subcommittee of the board. Conn. Gen. Stat. § 10-151(d). Neither the superintendent nor the teacher has 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 had effectively waived her right to a hearing. [*Myers v. City of Hartford*](#), No. 3:03 cv 652 (PCD) (D. Conn. 2005).

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* *Diacio 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.

a. “Inefficiency, incompetence or ineffectiveness”

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.

- 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 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.

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. *Theriault 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.

Given the specificity of some of the other reasons (*e.g.*, insubordination must be against the reasonable rules of the board of 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 10-153b.” 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 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 employed by such local or regional board of education and who are conducting performance evaluations;
- (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 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 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 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;

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 programs are the [Connecticut Guidelines for Educator Evaluation](#) adopted by the State Board of Education.

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 “records of the personal misconduct of a teacher [which] shall be deemed to be public records.”

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.

CAPITAL PROJECTS UPDATE 2017

August 21, 2017

SOUTH/EAST HOUSE AIR CONDITIONING

On June 23, 2017 a walk through was conducted with all contractors involved in the project. On June 26 and June 27 the roofing contractor was on site to prepare penetrations for the AC condensers (60% complete). The mechanical contractors began their work in South House on July 3. On July 6 the electrical contractor arrived on site at South House following the mechanical work. The mechanical contractor continued immediately to East House. On July 17 the roofer returned to complete his final repairs on South House. All repairs on South House were completed by the end of the day. On July 19 the mechanical contractor and electrical contractor completed all installations at South House and East House and the roofing contractor completed work on East House on July 21. On July 31 Ridgefield Glass arrived on site to remove the old window air condition units in three classrooms and reinstall the glass. The final testing was scheduled for August 1. On August 4 all units were tested and accepted.

SOUTH HOUSE OIL TANK REMOVAL/REPLACEMENT

On May 26, 2017 Joe Olenik requested detailed engineering drawings for tank approval and which were received and approved on June 6. On June 7 detailed drawings were sent back to allow fabrication to start. Mr. Olenik was advised of a fabrication delay on July 7 and the estimated arrival date was changed to September 1. Mr. Olenik advised the Superintendent immediately. On Monday August 14, Mr. Olenik arranged an onsite meeting with the contractor, the elementary school's Principal and Assistant Principal, and the Weston Police Chief to finalize the temporary change to the traffic flow pattern within the senior center parking lot. The student drop off and pick up will be shifted for two weeks during the tank replacement.

SECURITY OFFICE MOVE AT HURLBUTT

On June 23, 2017 the facilities department staff began work on relocating the fire doors and electrical to accommodate the new security office. All prep work for the area was completed on June 28. Final modular wall panels and door arrived on August 9. The installation of the door and glass panels was completed by the end of the day on August 9, with the exception of the sliding glass reception window, which is scheduled to be installed on August 24. The counter top/desk and ceiling work was completed on August 10. The final completion date of the project is scheduled for August 25.

HURLBUTT EXTERIOR PAINTING

All peeling and rotted soffits around the exterior of Hurlbutt were repaired and painted as well as a minor roof leak on a canopy covering an entrance in the courtyard area.

SECURITY CAMERA INSTALLATION/ENHANCEMENT

On July 10, 2017 the wiring contractor arrived on site and began installation of all wiring for the high school cameras. The wiring contractor completed the wiring portion of the project for all schools on July 21. Camera installation followed, and was completed on August 2, with server installation following in the same priority sequence. The contractors will do final camera positioning and adjustments during the week of August 21. The positioning and adjustments will be done one day per school and agreed upon by each school administrator or their designee. The administrators or their designee will need to be available for the entire day during the process. The estimated completion date is tentatively set for August 29 with formal training to be held during the first few months of school.

WHS FIRE VIOLATIONS

All work on this project was completed on August 18. The repairs will correct all nuisance trouble alarms as well as kitchen duct problems.

WESTON HIGH SCHOOL SCIENCE LABS

Due to the age and condition of the gas valves on the lab stations all valves were replaced during the week of August 1.

MIDDLE SCHOOL POOL LIGHTING UPGRADE

On August 15, 2017 the facilities staff started the lighting upgrade in the middle school pool area. All existing ceiling lights over the pool will be changed to LED which will provide more light as well as deliver energy savings. Some ceiling lights that were blocked by prior pool upgrades will also be relocated to provide the proper lighting in the area. Defective electrical circuits were also repaired as well. All work was completed on August 19.

SOUND SYSTEM ON SOFTBALL FIELD

This project is tentatively scheduled for the fall due to higher priority projects. Facilities Committee approval has been received.

ALL SCHOOLS

The facilities and IT departments installed 32 new smart projectors in various classrooms throughout the district. The facilities department dedicated two maintenance personnel full time to the project which started on June 20 and was completed on August 17.

Minutes
Curriculum Committee
June 14, 2017

Present:

Denise Harvey, Committee Chairperson
Elise Major, Committee Member
Sara Spaulding, Committee Member

Administration:

William McKersie, Ph.D., Superintendent
Kenneth Craw, Ed.D., Assistant Superintendent
Lisa Deorio, Principal, Weston High School
Dan Doak, Principal, Weston Middle School
Pattie Falber, Principal, Weston Intermediate School
Laura Kaddis, Principal, Hurlbutt Elementary School
Darcy Ronan, Ed.D., 6-12 Curriculum Instructional Leader
Janine Russo, 6-12 Curriculum Instructional Leader
Mercedes Fernandes, K-12 Curriculum Instructional Leader
Laura Del Savio, Weston High School World Language Teacher

Members of the public:

Dan McNeill
Ellen Uzenoff
Gina Albert
Jacqueline Blechinger
Stephanie Makin

The meeting was called to order at 8:15 a.m.

1. Presentation of new course proposals at WHS for 2017-18

- Honors Multivariable Calculus (Appendix A):
 - High school teacher, Kevin Joyce, will use an online platform provided by MIT OpenCourseWare to facilitate a full-year course in Multivariable Calculus in 2017-18. It is projected that only one student will take the course, but going forward the district anticipates a few more per year. In the course structure, the student will be highly independent, but will have teacher support.
 - Dr. Craw commented that the district will have to describe the course very clearly in the course catalog as well as clearly define who will qualify.
 - The addition of this course is cost neutral, as it will be facilitated during the time block that the teacher is assigned to the WHS Center for Academic Support and Enhancement (CASE).
- AP Physics C Electricity and Magnetism (Appendix B):
 - This new course proposal is for students who complete AP Physics C: Mechanics; it completes the typical concepts in a year-long college physics course and will enable students to be prepared for the AP Physics C: E&M exam.

- Dr. Crow commented that the course will be highly self-directed by student(s). He anticipates a small group of students in 2018-19, perhaps one to two students, will be eligible for the course.
- The addition of this course will be cost neutral, as it will be facilitated during another physics course.
- Dr. Crow and his team will continue to review this proposal and return to the Curriculum Committee during the fall with additional information regarding implementation.

2. Presentation of textbook adoption proposal for WHS French 2, 3, 4, 4H

- This proposal was brought before the Committee last year. Curriculum and Instruction has encumbered \$7,756 for the purchase of these texts and workbooks based on the updated textbook proposal and quote (Appendix C).
- This year Ms. Del Savio piloted the level B book in French 4 and 4 Honors. She explained that the vocabulary in the old text is not authentic. With this new text, the students can use what they learn on a daily basis. She further explained that she is able to pre-teach for the AP skills from a lower grade and that they are looking to take this type of book down to the ninth grade level so that students can get used to the format.
- Mr. Doak, who was part of the adoption committee, commented that the texts are based on the European system of language learning, which provides for a more authentic, current, and high-level learning experience.
- Ms. Major asked if there was an online component. Ms. Del Savio said that students can use the public website but prefer to use the textbooks.

3. Information on piloting of resources for WMS Science

- Both of the Science CILs, Ms. Vinton and Dr. Ronan, have worked closely on the K-12 science continuum to address the new State-mandated changes. Dr. Ronan walked the Committee through the changes in the middle school curriculum for next year (Appendix D).
- Some NGSS-aligned products are starting to emerge and Dr. Ronan has proposed to work with the Amplify resources, which she feels address the new standards from a pedagogy standpoint. Dr. Ronan has selected five units from Amplify that support the scope and sequence for the middle school program. This will allow for a hybrid approach with some homegrown and some Amplify products.
- Ms. Harvey asked what plan was in place for assisting teachers in incorporating this new platform while also implementing 1:1 technology at WMS. Dr. Ronan explained that the platform is very user-friendly; however, professional development is available and she would incorporate the training into the pilot proposal. Dr. Crow further commented that time will be incorporated into the August professional development days.
- An annual license fee is payable, but there may be some financial savings if a multiyear license is used.

4. Information on K-12 homework practices

- Dr. Crow opened the discussion stating that throughout the year each school documented current homework practices (Appendix E).
- Mr. McNeill asked how much course content gets pushed into homework for the higher level high school courses that need to cover a lot of information. Mrs. Deorio responded

that it depends on the course. For example, an AP course has definite content and concepts that need to be covered. While the high school is trying to honor school breaks, there is summer work for AP courses given the demands of completing the curriculum before the exams in May.

- Mr. McNeill also asked if the Committee is looking for the Board to develop a policy. Dr. Craw explained that this would not be necessary as this is a managerial and accountability issue. Both the leadership team and CILs are in alignment with each other and will have group and individual conversations with teachers that may be outliers in the grade-level or building-level practices.
- Ms. Harvey raised a question regarding homework assignment consistency with multiple teachers teaching the same course. Mrs. Deorio responded that teacher's schedules are built with the idea of providing curricular partner time for this purpose.
- Ms. Uzenoff commented that it would be helpful to see a synopsis of challenges. This would need to be evaluated in terms of timing with the other priorities of the Board and the Administration.

5. Report on allocation of K-5 instructional minutes

- For comparison purposes, each DRG A district was polled to collect information on the use of instructional time. Dr. Craw presented his report on K-5 instructional minutes (Appendix F).
- Over the summer Mrs. Falber and Mrs. Kaddis will be exploring the possibility of incorporating 15 additional minutes per week for science instruction. Mrs. Falber mentioned examining the curriculum maps to look for opportunities to weave science into literacy.
- Dr. Craw will add the study of instructional minutes to the work chart to share with the Committee.

6. Information on K-9 Language (mechanics) continuum

- The language mechanics continuum (Appendix G) is part of the district's larger literacy focus. CILs will be reviewing expectations and responsibilities for teaching mechanics with each grade level team at the start of the next school year.
- Dr. McKersie commented that as a district, we want to get the pedagogy through but with good mechanics in place. Communication to parents on the importance of teaching mechanics in our curriculum is of key importance.

7. Update on Project Challenge

- Ms. Pernice and Dr. Craw met with parent and student focus groups at WIS and WMS regarding the Project Challenge program. The most common feedback thread was that the curriculum content needed to be strengthened.
- The Project Challenge Committee made some minor changes in the student selection process.
- Dr. Craw noted that a report to the Board will be forthcoming in the fall with short-term and long-term goals, and that a revised curriculum will be put in place.
- Currently, the district is in the process of conducting interviews for a new Project Challenge teacher at the middle school. Ms. Harvey asked if the new teacher will receive training at UCONN. The teacher will be offered the opportunity to attend UCONN's Confratute, as well as other professional development training.

- Mrs. Makin (parent) inquired about the process for selecting a new WMS teacher, specifically the demonstration lesson process. Students will be brought in for the demo lessons that take place over the summer, and the prospective teacher will be expected to create a very engaging lesson that will be observed by multiple administrators.
- Ms. Albert inquired as to the level of teamwork between Project Challenge teachers and regular teachers to further assist the Project Challenge student. Dr. Craw responded that Rudd Anderson presented a workshop on this. Further, there will be a recommendation from the Committee to facilitate this enhancement.

8. Approval of May Minutes

- The Committee approved the May Curriculum Committee meeting minutes.

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

Respectfully submitted,

June Curiano

Administrative Assistant to the Assistant Superintendent

DRAFT

**Minutes
Facilities Committee
June 2, 2017**

Present:

Elise Major, Committee Chair
Sara Spaulding, Committee Member
Ellen Uzenoff, Committee Member
Richard Rudl, Director of Finance and Operations
Joseph Olenik, Director of Facilities

Absent:

Dr. William McKersie, Superintendent of Schools

Guest:

Ken Craw, Assistant Superintendent
Laura Kaddis, Elementary School Principal

The meeting was called to order by Ms. Major at 8:48 a.m.

The Committee discussed the following items regarding the summer capital and maintenance projects:

- Mr. Olenik reviewed with the Committee the list of projects scheduled for the summer. Regarding moving the security office at the elementary school, he reported that where the security desk is currently located it presents a fire violation so a nearby storage room will be converted to a security office. All work will be handled by in-house staff. Regarding the installation of a sound system on the elementary school softball field, due to Title 9 requirements, the Committee agreed that the size and direction of the speakers would not pose a nuisance to the nearby residents. Additionally, they suggested that controls need to be placed on the volume prohibiting it from exceeding a certain level, and that the sound system should only be used for school games, not by the Parks and Recreation Department. The Committee agreed to move forward with the project.

- Ms. Uzenoff reported that the study for the knee wall repair at the intermediate school should be shared with the Town Building Committee. Mr. Rudl reported that once the study is completed, he will share the results with the Town Administrator, who will then pass it along to the Building Committee.

The Committee discussed the following items regarding repairing/replacing the North House playground:

- Ms. Kaddis reported that the Hurlbutt Elementary School PTO is currently running a fundraising campaign for this project. They would like to fundraise for a year, and then perform the actual construction next summer. The District does have one quote for the project, but given the fact that it is a couple of years old, it will go out and get updated quotes from more than one vendor. The Committee also discussed the possibility of installing a higher fence along the road running alongside the playground, as well as a guard rail. Ms. Major added that the Town is currently conducting a sidewalk study, which will investigate the feasibility of building a sidewalk through campus. A sidewalk will affect the ability to add a guardrail. Ms. Major will continue to update the Committee on the sidewalk study, and Ms. Kaddis will continue to move forward with the fundraising efforts.
- The Committee also agreed that it is permissible for donors to be recognized in some way for their donation.

The Committee discussed the following items regarding the March electrical outage debrief:

- Mr. Olenik reviewed with the Committee the list of action items which have been updated since the previous meeting and prioritized the items that need to be addressed, and also indicated items which have been completed. The Committee will revisit the process of communication until a portable generator is purchased, and Mr. Olenik will provide a communication update at the next meeting. The Committee agreed that purchasing a portable generator for the District is a good idea, and this should be placed in the capital plan for next year.

The Committee discussed the following regarding a Beautification Committee update:

- Ms. Major reported that she plans on meeting with the Beautification Committee shortly to discuss what types of low maintenance plants can be placed in the bollards.

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

- The Committee approved the May minutes.

The Committee discussed the following regarding other business:

- The Senior Center submitted samples for two signs that they would like to have placed on campus. The Committee approved the sign that would actually go on the senior center building. Regarding the sign that would be placed on School Rd., the Committee

suggested that the color and font of the sign should be similar to the sign that is already there. Ms. Major will report back to the Senior Center and inform them of the Committee's decision.

- Regarding the 10 year facilities study, Mr. Rudl reported that Silver Petrucelli has completed a draft of the elementary and intermediate schools, and are currently working on the middle and high schools.

There being no further business to discuss, the Committee adjourned at 10:01 a.m.

Respectfully submitted,

Andrew Galli

Administrative Assistant to the Director of Finance and Operations

Draft Minutes
Policy Committee
June 7, 2017

Present:

Daniel McNeill, Chairperson, Board Committee Member
Jacqueline Blechinger, Board Committee Member (via phone)
Gina Albert, Board Committee Member
William McKersie, Superintendent of Schools
Lewis Brey, Director of Human Resources/Internal Counsel
Jen Ryan, Assistant to Human Resources

Call to Order

The meeting was called to order by Mr. Daniel McNeill at 8:38 a.m.

The Committee first discussed the new Policy 6147, Curricular Exemptions. All the wording in this policy is from Shipman and Goodwin, Mr. Lewis Brey just added in the relevant policies that are already in use in Weston. After a minor change, this policy will be forwarded to the Board for a first reading in June.

The Committee then discussed Policy 4212.8, Nepotism. This policy was updated to give more specific restrictions and disclosure requirements. This policy will be forwarded on to the Board for a first reading in June.

Mr. Brey then introduced an updated policy, 4218.3. Duties (Non-Certified). This policy was updated to reflect Weston's current process. This will also be brought forward to the June Board meeting for a first reading.

Finally, the committee discussed Administrative Regulation 1411, Release of Pupils to and Questioning of Pupils by Law Enforcement Officials. This regulation was given to the Board for a first reading at the May meeting. It was brought back to the committee for a technical change. It will be on the June Board Meeting agenda for a second reading.

The Committee then voted in approval the Policy committee minutes from the April and May meetings.

Adjournment

The meeting adjourned at 9:15 a.m.

The next meeting is to be determined.

Respectfully submitted,

Jen Ryan
Administrative Assistant to HR