Hartford Board of Education
Regular Meeting – Tuesday, July 24, 2018

Journalism and Media Academy
150 Tower Avenue, Hartford, CT 06114

5:30 p.m.

AGENDA

I. Call to Order
II. Roll Call
III. Opening Statement
IV. Dialogue Session
   1. Parent and Student Comment
   2. Public Comment
V. Reports
   1. Report of the Chair
   2. Report of the Superintendent
   3. Student Report
VI. Business Agenda
   A. Items in Order of Importance
      1. Contract Continuation Approval: PowerSchool Group LLC. $273,106 (Supt et al.)

PowerSchool Group LLC provides a student information system which enables the district to collect, store, analyze, and report student level data including but not limited to enrollment, school membership, attendance, discipline infractions, and course grades. PowerSchool is a critical tool used by the district to comply with federal and state reporting requirements and support district efforts to monitor key performance indicators. The contract continuation includes Student Information System licensing, Assessment and Analytics System licensing, technical support and online learning.

The PowerSchool contract was expanded in 2017-18 to include the PowerSchool Assessment and Analytics bundle where common standards-based assessments were developed and used to measure student performance on standards, monitor curriculum implementation and data-informed instruction, reduce student assessment redundancy, decrease district assessment costs, and increase parent engagement. The cost of this expansion was offset by the discontinuation of the Sungard Performance Plus contract and reduction of NWEA MAP Assessment licenses. This contract supports district efforts to provide consistent high-quality curriculum implementation, instructional improvement and develop
a culture of continuous improvement as well as integrate student assessment data in one system improving the district’s ability to monitor academic continuous improvement indicators.

That the Hartford Board of Education authorizes the Superintendent to execute a contract with PowerSchool Group LLC for the term delineated in the contract ending July 1, 2019 at a cost not to exceed $273,106 with option to renew annually.

2. Second Reading and Adoption: Various Hartford Public Schools Policies (Policy Committee)

That the Hartford Board of Education accepts the second reading and adopts the following policies:

a. Policy 4118.21 – Reporting of Abuse and Neglect
b. Policy 4118.3 – Harassment (Personnel)
c. Policy 5163 – Harassment (Students)

B. Consent Agenda

3. Contract Continuation Approval: CBS Therapy $981,631 (Supt et al.)

CBS Therapy will continue to be contracted to provide speech and language services to mandated Hartford Public Schools students who require these services. Due to the shortage of speech-language professionals, it is necessary to utilize this service to ensure compliance with state and federal education guidelines.

That the Hartford Board of Education authorizes the Superintendent to execute a contract with CBS Therapy for $981,631 for the term delineated in the contract, ending June 30, 2019.

4. Contract Continuation Approval: Connecticut Pediatric Neuropsychology Associates $80,000 (Supt et al.)

Connecticut Pediatric Neuropsychology provides neuropsychological testing, evaluations and consultations to special education students who are mandated to receive these services per PPT recommendation. We have been utilizing the services of Connecticut Pediatric Neuropsychology for the past 8 years.

That the Hartford Board of Education authorizes the Superintendent to execute a contract with Connecticut Pediatric Neuropsychology Associates for the term delineated in the contract ending June 30, 2019, at an amount not to exceed $80,000.

C. Executive Session: (Pending Litigation)

VII. Adjournment
AGENDA

ITEM # 1

NEW BUSINESS

JULY 24, 2018

CONTRACT CONTINUATION APPROVAL: POWERSCHOOL GROUP LLC

DR. TORRES-RODRIGUEZ

MS. AVILA

AMOUNT

273,106

FUNDING SOURCE

SPECIAL FUNDS

BACKGROUND

PowerSchool Group LLC provides a student information system which enables the district to collect, store, analyze, and report student level data including but not limited to enrollment, school membership, attendance, discipline infractions, and course grades. PowerSchool is a critical tool used by the district to comply with federal and state reporting requirements and support district efforts to monitor key performance indicators. The contract continuation includes Student Information System licensing, Assessment and Analytics System licensing, technical support and online learning.

The PowerSchool contract was expanded in 2017-18 to include the PowerSchool Assessment and Analytics bundle where common standards-based assessments were developed and used to measure student performance on standards, monitor curriculum implementation and data-informed instruction, reduce student assessment redundancy, decrease district assessment costs, and increase parent engagement. The cost of this expansion was offset by the discontinuation of the Sungard Performance Plus contract and reduction of NWEA MAP Assessment licenses. This contract supports district efforts to provide consistent high-quality curriculum implementation, instructional improvement and develop a culture of continuous improvement as well as integrate student assessment data in one system improving the district’s ability to monitor academic continuous improvement indicators.

RECOMMENDATION

That the Hartford Board of Education authorizes the Superintendent to execute a contract with PowerSchool Group LLC for the term delineated in the contract ending July 1, 2019 at a cost not to exceed $273,106 with option to renew annually.
Continuation of Services PowerSchool Group 2018-2019

Executive Form

1. **Executive Summary** (background, purpose)

PowerSchool Group LLC provides a student information system that enables the district to collect, store, analyze and report student-level data including but not limited to enrollment, school membership, attendance, discipline infractions, and course grades. PowerSchool is a critical tool used by the district to comply with federal and state reporting requirements and support district efforts to monitor Key Performance Indicators (KPI’s). The contract includes Student Information System licensing, technical support and online learning. This contract supports district efforts to provide consistent high-quality curriculum implementation, instructional improvement and develop a culture of continuous improvement.

The PowerSchool contract was expanded in 2017-18 to include the PowerSchool Assessment, Analytics and Content bundle. This allows the district to:

- Develop common quarterly standards-based assessments in line with HPS curriculum;
- Monitor students’ progress on academic KPI’s;
- Reduce redundancy in student assessment;
- Decrease assessment costs;
- Develop and house a standard report card for use by all district schools; and
- Increase families’ understanding of and access to students’ grades as a result of all grades and report cards being loaded into PowerSchool and available through Parent Portal.

That the Hartford Board of Education authorizes the Superintendent to execute a contract with PowerSchool Group LLC for the term delineated in the contract ending July 1, 2019 at a cost not to exceed $273,210.26 with option to renew annually.

2. **Strategic Goals** (explain how the contract aligns with our SOP)

The ability to collect, analyze and report student outcomes impacts all goals and KPIs.

Supports district continuous improvement efforts

- Stores and reports data needed to inform key performance indicators for schools and district

Compliance

- tool used by the district to comply with federal and state reporting requirements and requests for information
Administrator benefits
- monitor continuous improvement efforts
- use real-time student data to inform decisions and practice
- access current and longitudinal student data and reports
- monitor school and classroom enrollment, attendance, discipline, schedules, and academic performance
- comply with data requests and reporting requirements
- support parent inquiry
- monitor student performance and growth on standards-based assessments
- conference and communicate with families and students about attendance, behavior and academic performance

Teacher benefits
- View class schedules
- Record and monitor student attendance
- Record class grades and conference with students and parents
- Administer common standards-based assessments
- Create and monitor watch lists for student intervention
- View holistic view of student across multiple metrics
- Identify student learning gaps

Student benefits
- Develop agency for own learning and data monitoring
- Grade-level, standards-aligned assessments that directly inform instruction and need.

3. Financial Impact: (Budgeted: ☑ YES ☐ NO)

Procurement Process: ☑ Sole Source ☐ RFR ☐ Exception

If sole source or curriculum exception, please specify why and attach approval forms:

PowerSchool LLC is the owner and exclusive licensor of the PowerSchool Student Information System and the Assessment, Analytics and Content bundle.

4. Funding Use: (Include brief information on the major areas where funding will be used: salaries, professional development, operations, etc.)

Funding will be used for software licensing, technical services and professional learning.

5. Evaluation/Performance/Measurement: progress, success & next steps (current progress report and/or evaluation/monitoring plan, attach latest evaluation if applicable.)

Success will be evaluated as follows:
- Vendor’s ability to meet implementation milestones as outlined in vendor contract
• The district's ability to collect and analyze student level data and implement standards-based assessments.
• Increased staff, parent and student engagement in product use
• Increased data completeness and accuracy thus resulting in a reduction of student level data errors

6. For grants only:
   a. Identify partnerships and their financial commitment included in the grant, and if applicable, HPS’ financial commitment and/or requirements.
   
   b. Please attach a copy of the grant abstract and other applicable documents
Scope of Services
PowerSchool Continuation 2018-2019
Term July 1, 2018 through June 30, 2019

I. Licensed Product
   Restricted, personal, non-exclusive, non-transferable license to use:
   a. PowerSchool Student Information System
   b. PowerSchool Assessment, Analytics, and Content Bundle
   c. Enterprise Management System
   d. Distance Learning

II. Support Services for Licensed Product, to include:
   a. Telephone and E-mail Support
   b. Access to an Online Support Website
   c. Fixes
   d. New Versions

III. Professional Services
   a. Training
   b. Installation
   c. Consulting
   d. Project Management

IV. Total Cost for License, Support Services and Professional Services
   Total Contract Cost: $273,105.26
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AGENDA

ITEM # 2

NEW BUSINESS

SECOND READING AND ADOPTION:
VARIOUS POLICIES

BACKGROUND

As part of ongoing policy review and development, the Board has been working to update and revise policies to conform with legislative changes.

a. Policy 4118.21 – Reporting of Abuse and Neglect
b. Policy 4118.3 – Harassment (Personnel)
c. Policy 5163 – Harassment (Students)

RECOMMENDATION

That the Hartford Board of Education accepts the second reading and adopts the policies listed above.
Personnel – Certified/Non-Certified

Reports of Suspected Abuse or Neglect of Children or Sexual Assault of Students by School Employees

Conn. Gen. Stat. Section 17a-101 et seq. requires school employees who have reasonable cause to suspect or believe (1) that any child under eighteen has been abused or neglected, has had a nonaccidental physical injury, or injury which is at variance with the history given of such injury, or has been placed at imminent risk of serious harm, or (2) that any person who is being educated by the technical high school system or a local or regional board of education, other than as part of an adult education program, is a victim of sexual assault, and the perpetrator is a school employee, to report such suspicions to the appropriate authority. In furtherance of this statute and its purpose, it is the policy of the Board of Education to require ALL EMPLOYEES of the Board of Education to report suspected abuse and/or neglect, nonaccidental physical injury, imminent risk of serious harm or sexual assault of a student by a school employee, in accordance with the procedures set forth below.

1. Scope of Policy

This policy applies not only to school employees who are required by law to report suspected child abuse and/or neglect, nonaccidental physical injury, imminent risk of serious harm or sexual assault of a student by a school employee, but to ALL EMPLOYEES of the Board of Education.

2. Definitions

For the purposes of this policy:

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

"Neglected" means that a child (a) has been abandoned, or (b) is being denied proper care and attention, physically, educationally, emotionally or morally, or (c) is being permitted to live under conditions, circumstances or associations injurious to his well-being, or (d) has been abused.

"School employee" means (A) a teacher, substitute teacher, school administrator, school superintendent, guidance counselor, psychologist, social worker, nurse, physician, school paraprofessional or coach employed by the Board or who is working in a Board elementary, middle or high school; or (B) any other person who, in the performance of his or her duties, has regular contact with students and
who provides services to or on behalf of students enrolled in the Hartford Public Schools, pursuant to a contract with the Board.

"Sexual assault" means, for the purposes of the mandatory reporting laws and this policy, a violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a of the Connecticut General Statutes. Please see Appendix A of this policy for the relevant statutory definitions of sexual assault laws and related terms covered by the mandatory reporting laws and this policy.

"Statutory mandated reporter" means an individual required by Conn. Gen. Stat. Section 17a-101 et seq. to report suspected abuse and/or neglect of children or the sexual assault of a student by a school employee. The term "statutory mandated reporter" includes all school employees, as defined above, and any person who holds or is issued a coaching permit by the State Board of Education, is a coach of intramural or interscholastic athletics and is eighteen years of age or older.

3. **What Must Be Reported**

a) A report must be made when any employee of the Board of Education in the ordinary course of such person's employment or profession has reasonable cause to suspect or believe that any child under the age of eighteen years or any student attending a secondary school, regardless of age:

   i) has been abused or neglected;

   ii) has had nonaccidental physical injury, or injury which is at variance with the history given for such injury, inflicted upon him/her;

   iii) is placed at imminent risk of serious harm; or

b) A report must be made when any employee of the Board of Education in the ordinary course of such person's employment or profession has reasonable cause to suspect or believe that any person, regardless of age, who is being educated by the technical high school system or a local or regional board of education, other than as part of an adult education program, is a victim of the following sexual assault crimes, and the perpetrator is a school employee:

   i) sexual assault in first degree;

   ii) aggravated sexual assault in the first degree;

   iii) sexual assault in the second degree;

   iv) sexual assault in the third degree;
v) sexual assault in the third degree with a firearm; or

vi) sexual assault in the fourth degree.

Please see Appendix A of this policy for the relevant statutory definitions of sexual assault laws and related terms covered by the mandatory reporting laws and this policy.

c) The suspicion or belief of a Board employee may be based on factors including, but not limited to, observations, allegations, facts or statements by a child or victim, as described above, or a third party. Such suspicion or belief does not require certainty or probable cause.

4. Reporting Procedures for Statutory Mandated Reporters

The following procedures apply only to statutory mandated reporters, as defined above.

When an employee of the Board of Education who is a statutory mandated reporter and who, in the ordinary course of the person's employment, has reasonable cause to suspect or believe that a child or a student attending a secondary school, regardless of age, has been abused or neglected or placed at imminent risk of serious harm, or is a victim of sexual assault by a school employee, as described in Paragraph 3, above, the following steps shall be taken.

(1) The employee shall make an oral report as soon as practicable, but not later than twelve hours after having reasonable cause to suspect or believe that a child has been abused or neglected or placed at imminent risk of serious harm, or is a victim of sexual assault by a school employee. Such oral report shall be made by telephone or in person to the Commissioner of Children and Families or the local law enforcement agency. The Department of Children and Families has established a 24 hour Child Abuse and Neglect Hotline at 1-800-842-2288 for the purpose of making such oral reports.

(2) The employee shall also make an oral report as soon as practicable to the Building Principal or his/her designee, and/or the Superintendent or his/her designee. If the Building Principal is the alleged perpetrator of the abuse/neglect or sexual assault of a student, then the employee shall notify the Superintendent or his/her designee directly.

(3) In cases involving suspected or believed abuse, neglect or sexual assault of a student by a school employee, the Superintendent or
his/her designee shall immediately notify the child’s parent or guardian that such a report has been made.

4118.21(d)
4218.21

(4) Not later than forty-eight hours after making an oral report, the employee shall submit a written report to the Commissioner of Children and Families or the Commissioner’s designee containing all of the required information. The written report should be submitted on the DCF-138 form or any other form designated for that purpose.

(5) The employee shall immediately submit a copy of the written report to the Building Principal or his/her designee and to the Superintendent or the Superintendent’s designee.

(6) If the report concerns suspected abuse, neglect or sexual assault of a student by a school employee holding a certificate, authorization or permit issued by the State Department of Education, the Commissioner of Children and Families (or his/her designee) shall submit a copy of the written report to the Commissioner of Education (or his/her designee).

5. Reporting Procedures for Employees Other Than Statutory Mandated Reporters

The following procedures apply only to employees who are not statutory mandated reporters, as defined above.

a) When an employee who is not a statutory mandated reporter and who, in the ordinary course of the person’s employment or profession, has reasonable cause to suspect or believe that a child or a student attending a secondary school regardless of age, has been abused or neglected or placed at imminent risk of serious harm, or is a victim of sexual assault by a school employee, as described in Paragraph 3, above, the following steps shall be taken.

(1) The employee shall make an oral report as soon as practicable, but not later than twelve hours after the employee has reasonable cause to suspect or believe that a child has been abused or neglected, placed at imminent risk of serious harm or is a victim of sexual assault by a school employee. Such oral report shall be made by telephone or in person to the Superintendent of Schools or his/her designee, to be followed by an immediate written report to the Superintendent or his/her designee.

(2) If the Superintendent or his/her designee determines that there is reasonable cause to suspect or believe that a child has been abused or neglected or placed at imminent risk of serious harm or is a victim of sexual assault by school employee, he/she shall cause
reports to be made in accordance with the procedures set forth for statutory mandated reporters.

b) Nothing in this policy shall be construed to preclude an employee reporting suspected child abuse, neglect or sexual assault by a school employee

4118.21(e)  
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from reporting the same directly to the Commissioner of Children and Families.

6. Contents of Reports

Any oral or written report made pursuant to this policy shall contain the following information, if known:

a) The names and addresses of the child* and his/her parents or other person responsible for his/her care;

b) the age of the child;

c) the gender of the child;

d) the nature and extent of the child's injury or injuries, maltreatment or neglect;

e) the approximate date and time the injury or injuries, maltreatment or neglect occurred;

f) information concerning any previous injury or injuries to, or maltreatment or neglect of the child or his/her siblings;

g) the circumstances in which the injury or injuries, maltreatment or neglect came to be known to the reporter;

h) the name of the person or persons suspected to be responsible for causing such injury or injuries, maltreatment or neglect;

i) the reasons such person or persons are suspected of causing such injury or injuries, maltreatment or neglect;

j) any information concerning any prior cases in which such person or persons have been suspected of causing an injury, maltreatment or neglect of a child; and

k) whatever action, if any, was taken to treat, provide shelter or otherwise assist the child.

*For purposes of this Paragraph, the term "child" includes any victim of sexual assault by a school employee, as described in Paragraph 3, above.
7. Investigation of the Report

a) The Superintendent or his/her designee shall thoroughly investigate reports of suspected abuse, neglect or sexual assault if/when such report involves an employee of the Board of Education or other individual under the control of the Board, provided such investigation does not impede an investigation by the Department of Children and Families ("DCF"). In all other cases, DCF shall be responsible for conducting the investigation with the cooperation and collaboration of the Board, as appropriate.

b) Recognizing that DCF is the lead agency for the investigation of child abuse and neglect reports and reports of a student's sexual assault by school employees, the Superintendent's investigation shall permit and give priority to any investigation conducted by the Commissioner of Children and Families or the appropriate local law enforcement agency. The Superintendent shall conduct the district's investigation and take any disciplinary action, consistent with state law, upon notice from the Commissioner of Children and Families or the appropriate local law enforcement agency that the district's investigation will not interfere with the investigation of the Commissioner of Children and Families or the local law enforcement agency.

c) The Superintendent shall coordinate investigatory activities in order to minimize the number of interviews of any child or student victim of sexual assault and share information with other persons authorized to conduct an investigation of child abuse or neglect, as appropriate.

d) Any person reporting child abuse or neglect or the sexual assault of a student by a school employee, or having any information relevant to alleged abuse or neglect or of the sexual assault of a student by a school employee, shall provide the Superintendent with all information related to the investigation that is in the possession or control of such person, except as expressly prohibited by state or federal law.

e) When the school district is conducting an investigation involving suspected abuse or neglect or sexual assault of a student by an employee of the Board or other individual under the control of the Board, the Superintendent's investigation shall include an opportunity for the individual suspected of abuse, neglect or sexual assault to be heard with respect to the allegations contained within the report. During the course of such investigation, the Superintendent may suspend an employee with pay or may place the employee on administrative leave with pay, pending the outcome of the investigation. If the individual is one who provides services to or on behalf of students enrolled in the Hartford Public Schools, pursuant to a contract with the Board of Education, the Superintendent may suspend the provision of such services, and direct the individual to refrain from any
contact with students enrolled in the Hartford Public Schools, pending the outcome of the investigation.

8. Evidence of Abuse, Neglect or Sexual Assault by a School Employee

a) If, upon completion of the investigation by the Commissioner of Children and Families ("Commissioner"), the Superintendent has received a report from the Commissioner that he or she has reasonable cause to believe that

4118.21(g)
4218.21

(1) a child has been abused or neglected by a school employee, as defined above, and the Commissioner has recommended that such employee be placed on the Department of Children and Families child abuse and neglect registry; or (2) a student is a victim of sexual assault by a school employee, the Superintendent shall request (and the law provides) that DCF notify the Superintendent not later than five (5) working days after such finding, and provide the Superintendent with records, whether or not created by DCF, concerning such investigation. The Superintendent shall suspend such school employee. Such suspension shall be with pay and shall not result in the diminution or termination of benefits to such employee.

b) Not later than seventy-two (72) hours after such suspension, the Superintendent shall notify the Board of Education and the Commissioner of Education, or the Commissioner of Education's representative, of the reasons for and the conditions of the suspension. The Superintendent shall disclose such records to the Commissioner of Education and the Board of Education or its attorney for purposes of review of employment status or the status of such employee's certificate, permit or authorization, if any.

c) The suspension of a school employee employed in a position requiring a certificate shall remain in effect until the Superintendent and/or Board of Education acts pursuant to the provisions of Conn. Gen. Stat. §10-151. If the contract of employment of such certified school employee is terminated, or such certified school employee resigns such employment, the Superintendent shall notify the Commissioner of Education, or the Commissioner of Education's representative, within seventy-two (72) hours after such termination or resignation.

d) The suspension of a school employee employed in a position requiring an authorization or permit shall remain in effect until the Superintendent and/or Board of Education acts pursuant to any applicable termination provisions. If the contract of employment of a school employee holding an authorization or permit from the State Department of Education is terminated, or such school employee resigns such employment, the Superintendent shall notify the Commissioner of Education, or the Commissioner of Education's representative, within seventy-two (72) hours after such termination or resignation.
e) Regardless of the outcome of any investigation by the Commissioner of Children and Families and/or the police, the Superintendent and/or the Board, as appropriate, may take disciplinary action, up to and including termination of employment, in accordance with the provisions of any applicable statute, if the Superintendent’s investigation produces evidence that a child has been abused or neglected by a school employee or that a student has been a victim of sexual assault by a school employee.

f) The Hartford Public Schools shall not employ a person whose employment contract is terminated or who resigned from employment following a suspension pursuant to Paragraph 8(a) of this policy and Conn. Gen. Stat. § 17a-101i, if such person is convicted of a crime involving an act of child abuse or neglect or an act of sexual assault of a student, as described in Paragraph 3 of this policy.

9. Evidence of Abuse, Neglect or Sexual Assault by An Independent Contractor of the Board of Education

If the investigation by the Superintendent and/or the Commissioner of Children and Families produces evidence that a child has been abused or neglected, or a student has been sexually assaulted, by any individual who provides services to or on behalf of students enrolled in the Hartford Public Schools, pursuant to a contract with the Board of Education, the Superintendent shall permanently suspend the provision of such services, and direct the individual to refrain from any contact with students enrolled in the Hartford Public Schools.

10. Delegation of Authority by Superintendent

The Superintendent may appoint a designee for the purposes of receiving and making reports, notifying and receiving notification, or investigating reports pursuant to this policy.

11. Confidential Rapid Response Team

No later than January 1, 2016, the Superintendent shall establish a confidential rapid response team to coordinate with DCF to (1) ensure prompt reporting of suspected abuse or neglect or sexual assault of a student by a school employee, as described in Paragraph 3, above, and (2) provide immediate access to information and individuals relevant to the department’s investigation. The confidential rapid response team shall consist of a teacher and the Superintendent, a local police officer and any other person the Board of Education, acting through its Superintendent, deems appropriate.

12. Disciplinary Action for Failure to Follow Policy
Except as provided in Section 12 below, any employee who fails to comply with the requirements of this policy shall be subject to discipline, up to and including termination of employment.

13. The Hartford Public Schools shall not hire any person whose employment contract was previously terminated by a board of education or who resigned from such employment, if such person has been convicted of a violation of Section 17a-101a of the Connecticut General Statutes, as amended, relating to mandatory reporting, regardless of whether an allegation of abuse or neglect or sexual assault was substantiated.

14. Non-Discrimination Policy/Prohibition Against Retaliation

4118.21(i)  
4218.21

The Board of Education expressly prohibits retaliation against individuals reporting child abuse or neglect or the sexual assault of a student by a school employee and shall not discharge or in any manner discriminate or retaliate against any employee who, in good faith makes, or in good faith does not make, a report pursuant to this policy, or testifies or is about to testify in any proceeding involving abuse or neglect or sexual assault by a school employee. The Board of Education also prohibits any employee from hindering or preventing or attempting to hinder or prevent any employee from making a report pursuant to this policy or state law concerning suspected child abuse or neglect or the sexual assault of a student by a school employee or testifying in any proceeding involving child abuse or neglect or the sexual assault of a student by a school employee.

15. Distribution of Policy

This policy shall be distributed annually to all school employees employed by the Board. The Board shall document that all such school employees have received this written policy and completed the training and refresher training programs required by in Section 14, below.

16. Training

a) All new school employees, as defined above, shall be required to complete an educational training program for the accurate and prompt identification and reporting of child abuse and neglect. Such training program shall be developed and approved by the Commissioner of Children and Families.

b) All school employees, as defined above, shall retake a refresher training course developed and approved by the Commissioner of Children and Families at least once every three years.

c) The principal for each school shall annually certify to the Superintendent that each school employee, as defined above, working at such school, is in compliance with the training provisions in this policy and as required by
state law. The Superintendent shall certify such compliance to the State Board of Education.

17. Records

a) The Board shall maintain in a central location all records of allegations, investigations and reports that a child has been abused or neglected by a school employee employed by the Board or that a student has been a victim of sexual assault by a school employee employed by the Board, as defined above, and conducted in accordance with this policy. Such records shall include any reports made to the Department of Children and Families. The State Department of Education shall have access to such records upon request.

4118.21(j) 4218.21

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

Legal References:

Connecticut General Statutes:

Section 10-151
Section 17a-101 et seq.
Section 17a-103
Section 53a-65
Appendix A

RELEVANT EXCERPTS OF STATUTORY DEFINITIONS
OF SEXUAL ASSAULT AND RELATED TERMS COVERED BY MANDATORY
REPORTING LAWS AND THIS POLICY

An employee of the Board of Education must make a report in accordance with this policy
when the employee of the Board of Education in the ordinary course of such person's
employment or profession has reasonable cause to suspect or believe that any person,
regardless of age, who is being educated by the technical high school system or a local or
regional board of education, other than as part of an adult education program, is a victim
of the following sexual assault crimes, and the perpetrator is a school employee. The
following are relevant excerpts of the sexual assault laws and related terms covered by
mandatory reporting laws and this policy.

"Intimate Parts" (Conn. Gen. Stat. § 53a-65)

"Intimate parts" means the genital area or any substance emitted therefrom, groin, anus or
any substance emitted therefrom, inner thighs, buttocks or breasts.

"Sexual Intercourse" (Conn. Gen. Stat. § 53a-65)

"Sexual intercourse" means vaginal intercourse, anal intercourse, fellatio or cunnilingus
between persons regardless of sex. Its meaning is limited to persons not married to each
other. Penetration, however slight, is sufficient to complete vaginal intercourse, anal
intercourse or fellatio and does not require emission of semen. Penetration may be
committed by an object manipulated by the actor into the genital or anal opening of the
victim's body.

"Sexual Contact" (Conn. Gen. Stat. § 53a-65)

"Sexual contact" means any contact with the intimate parts of a person not married to the
actor for the purpose of sexual gratification of the actor or for the purpose of degrading or
humiliating such person or any contact of the intimate parts of the actor with a person not
married to the actor for the purpose of sexual gratification of the actor or for the purpose of
degrading or humiliating such person.

Sexual Assault in First Degree (Conn. Gen. Stat. § 53a-70)

A person is guilty of sexual assault in the first degree when such person (1) compels
another person to engage in sexual intercourse by the use of force against such other
person or a third person, or by the threat of use of force against such other person or
against a third person which reasonably causes such person to fear physical injury to
such person or a third person, or (2) engages in sexual intercourse with another person
and such other person is under thirteen years of age and the actor is more than two years
older than such person, or (3) commits sexual assault in the second degree as provided in
section 53a-71 and in the commission of such offense is aided by two or more other
persons actually present, or (4) engages in sexual intercourse with another person and
such other person is mentally incapacitated to the extent that such other person is unable
to consent to such sexual intercourse.
Aggravated Sexual Assault in the First Degree (Conn. Gen. Stat. § 53a-70a)

A person is guilty of aggravated sexual assault in the first degree when such person commits sexual assault in the first degree as provided in section 53a-70 and in the commission of such offense (1) such person uses or is armed with and threatens the use of or displays or represents by such person’s words or conduct that such person possesses a deadly weapon, (2) with intent to disfigure the victim seriously and permanently, or to destroy, amputate or disable permanently a member or organ of the victim's body, such person causes such injury to such victim, (3) under circumstances evincing an extreme indifference to human life such person recklessly engages in conduct which creates a risk of death to the victim, and thereby causes serious physical injury to such victim, or (4) such person is aided by two or more other persons actually present. No person shall be convicted of sexual assault in the first degree and aggravated sexual assault in the first degree upon the same transaction but such person may be charged and prosecuted for both such offenses upon the same information.

Sexual Assault in the Second Degree (Conn. Gen. Stat. § 53a-71)

A person is guilty of sexual assault in the second degree when such person engages in sexual intercourse with another person and: (1) Such other person is thirteen years of age or older but under sixteen years of age and the actor is more than three years older than such other person; or (2) such other person is impaired because of mental disability or disease to the extent that such other person is unable to consent to such sexual intercourse; or (3) such other person is physically helpless; or (4) such other person is less than eighteen years old and the actor is such person’s guardian or otherwise responsible for the general supervision of such person’s welfare; or (5) such other person is in custody of law or detained in a hospital or other institution and the actor has supervisory or disciplinary authority over such other person; or (6) the actor is a psychotherapist and such other person is (A) a patient of the actor and the sexual intercourse occurs during the psychotherapy session, (B) a patient or former patient of the actor and such patient or former patient is emotionally dependent upon the actor, or (C) a patient or former patient of the actor and the sexual intercourse occurs by means of therapeutic deception; or (7) the actor accomplishes the sexual intercourse by means of false representation that the sexual intercourse is for a bona fide medical purpose by a health care professional; or (8) the actor is a school employee and such other person is a student enrolled in a school in which the actor works or a school under the jurisdiction of the local or regional board of education which employs the actor; or (9) the actor is a coach in an athletic activity or a person who provides intensive, ongoing instruction and such other person is a recipient of coaching or instruction from the actor and (A) is a secondary school student and receives such coaching or instruction in a secondary school setting, or (B) is under eighteen years of age; or (10) the actor is twenty years of age or older and stands in a position of power, authority or supervision over such other person by virtue of the actor’s professional, legal, occupational or volunteer status and such other person’s participation in a program or activity, and such other person is under eighteen years of age; or (11) such other person is placed or receiving services under the direction of the Commissioner of Developmental Services in any public or private facility or program and the actor has supervisory or disciplinary authority over such other person.

Sexual Assault in the Third Degree (Conn. Gen. Stat. § 53a-72a)
A person is guilty of sexual assault in the third degree when such person (1) compels another person to submit to sexual contact (A) by the use of force against such other person or a third person, or (B) by the threat of use of force against such other person or against a third person, which reasonably causes such other person to fear physical injury to himself or herself or a third person, or (2) engages in sexual intercourse with another person whom the actor knows to be related to him or her within any of the degrees of kindred specified in section 46b-21.

Sexual Assault in the Third Degree with a Firearm (Conn. Gen. Stat. § 53a-72b)
A person is guilty of sexual assault in the third degree with a firearm when such person commits sexual assault in the third degree as provided in section 53a-72a, and in the commission of such offense, such person uses or is armed with and threatens the use of or displays or represents by such person's words or conduct that such person possesses a pistol, revolver, machine gun, rifle, shotgun or other firearm. No person shall be convicted of sexual assault in the third degree and sexual assault in the third degree with a firearm upon the same transaction but such person may be charged and prosecuted for both such offenses upon the same information.

Sexual Assault in the Fourth Degree (Conn. Gen. Stat. § 53a-73a)
A person is guilty of sexual assault in the fourth degree when: (1) Such person subjects another person to sexual contact who is (A) under thirteen years of age and the actor is more than two years older than such other person, or (B) thirteen years of age or older but under fifteen years of age and the actor is more than three years older than such other person, or (C) mentally incapacitated or impaired because of mental disability or disease to the extent that such other person is unable to consent to such sexual contact, or (D) physically helpless, or (E) less than eighteen years old and the actor is such other person's guardian or otherwise responsible for the general supervision of such other person's welfare, or (F) in custody of law or detained in a hospital or other institution and the actor has supervisory or disciplinary authority over such other person; or (2) such person subjects another person to sexual contact without such other person's consent; or (3) such person engages in sexual contact with an animal or dead body; or (4) such person is a psychotherapist and subjects another person to sexual contact who is (A) a patient of the actor and the sexual contact occurs during the psychotherapy session, or (B) a patient or former patient of the actor and such patient or former patient is emotionally dependent upon the actor, or (C) a patient or former patient of the actor and the sexual contact occurs by means of therapeutic deception; or (5) such person subjects another person to sexual contact and accomplishes the sexual contact by means of false representation that the sexual contact is for a bona fide medical purpose by a health care professional; or (6) such person is a school employee and subjects another person to sexual contact who is a student enrolled in a school in which the actor works or a school under the jurisdiction of the local or regional board of education which employs the actor; or (7) such person is a coach in an athletic activity or a person who provides intensive, ongoing instruction and subjects another person to sexual contact who is a recipient of coaching or instruction from the actor and (A) is a secondary school student and receives such coaching or instruction in a secondary school setting, or (B) is under eighteen years of age, or (8) such person subjects another person to sexual contact and (A) the actor is twenty years of age or older and stands in a position of power, authority or supervision over such other person by virtue of the actor's professional, legal, occupational or volunteer status and such other person's participation in a program or activity, and (B) such other person is under eighteen years of age; or (9) such person subjects another
person to sexual contact who is placed or receiving services under the direction of the Commissioner of Developmental Services in any public or private facility or program and the actor has supervisory or disciplinary authority over such other person.
APPENDIX B

Operational Definitions of Child Abuse and Neglect

The purpose of this policy is to provide consistency for staff in defining and identifying operational definitions, evidence of abuse and/or neglect and examples of adverse impact indicators.

The following operational definitions are working definitions and examples of child abuse and neglect as used by the Connecticut Department of Children and Families.

For the purposes of these operational definitions,

- a person responsible for a child’s health, welfare or care means:
  - the child’s parent, guardian, foster parent, an employee of a public or private residential home, agency or institution or other person legally responsible under State law for the child’s welfare in a residential setting; or any staff person providing out-of-home care, including center-based child day care, family day care, or group day care.
- a person given access to a child is a person who is permitted to have personal interaction with a child by the person responsible for the child’s health, welfare or care or by a person entrusted with the care of a child for the purpose of education, child care, counseling, spiritual guidance, coaching, training, instruction, tutoring or mentoring.
- Note: Only a “child” as defined above may be classified as a victim of child abuse and/or neglect; only a “person responsible”, “person given access”, or “person entrusted” as defined above may be classified as perpetrator of child abuse and/or neglect.
  - While only a child under eighteen may be a victim of child abuse or neglect, a report under mandatory reporting laws and this policy is required if an employee of the Board of Education in the ordinary course of such person’s employment or profession has reasonable cause to suspect or believe that any person, regardless of age, who is being educated by the technical high school system or a local or regional board of education, other than as part of an adult education program, is a victim of sexual assault, as set forth in this policy, and the perpetrator is a school employee.

Physical Abuse

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

has been inflicted with physical injury or injuries other than by accidental means,

is in a condition which is the result of maltreatment such as, but not limited to, malnutrition, sexual molestation, deprivation of necessities, emotional maltreatment or cruel punishment; and/or

has injuries at variance with the history given of them.
Evidence of physical abuse includes:

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

**Sexual Abuse/Exploitation**

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

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

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

Emotional Maltreatment-Abuse

Emotional Maltreatment-Abuse is:

act(s), statement(s), or threat(s), which

has had, or is likely to have an adverse impact on the child; and/or

interferes with a child’s positive emotional development.

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

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

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

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

Physical Neglect

A child may be found neglected who:

has been abandoned;
is being denied proper care and attention physically, educationally, emotionally, or morally;
is being permitted to live under conditions, circumstances or associations injurious to his well-being; and/or
has been abused.
Evidence of physical neglect includes, but is not limited to:

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

Note: Inadequate food, clothing, or shelter or transience finding must be related to caregiver acts of omission or commission and not simply a function of poverty alone.

Medical Neglect

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

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

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

**Educational Neglect**

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

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

**Exceptions (in accordance with Conn. Gen. Stat. § 10-184):**

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

**Note:** Failure to sign a registration option form for such a child is not in and of itself educational neglect.

A parent or person having control of a child seventeen (17) years of age may consent to such child’s withdrawal from school. Such parent or person shall personally appear at the school district office and sign a withdrawal form.

**Emotional Neglect**

**Emotional Neglect** is the denial of proper care and attention, or failure to respond, to a child’s affective needs by the person responsible for the child’s health, welfare or care; by the person given access to the child; or by the person entrusted with the child’s care which has an adverse impact on the child or seriously interferes with a child’s positive emotional development.
Evidence of emotional neglect includes, but is not limited to, the following:

inappropriate expectations of the child given the child's developmental level;
failure to provide the child with appropriate support, attention and affection;
permitting the child to live under conditions, circumstances or associations; injurious to
his well-being including, but not limited to, the following:

- substance abuse by caregiver, which adversely impacts the child emotionally;
- psychiatric problem of the caregiver, which adversely impacts the child emotionally;
- and
- exposure to family violence which adversely impacts the child emotionally.

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

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

Moral Neglect

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

Evidence of Moral Neglect includes but is not limited to:

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

INDICATORS OF CHILD ABUSE AND NEGLECT

Indicators of Physical Abuse

HISTORICAL

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

PHYSICAL

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

BEHAVIORAL

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

**Indicators of Sexual Abuse**

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

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

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

**Indicators of Emotional Abuse**

**HISTORICAL**
- Parent ignores/isolates/beris/tresses/scapegoats child
- Parent’s expectations inappropriate to child’s development
- Prior episode(s) of physical abuse
- Parent perceives child as “different”

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

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

**Indicators of Physical Neglect**

**HISTORICAL**
- High rate of school absenteeism;
- Frequent visits to school nurse with nonspecific complaints;
- Inadequate supervision, especially for long periods and for dangerous activities;
- Child frequently unattended; locked out of house;
- Parental inattention to recommended medical care
- No food intake for 24 hours;
- Home substandard (no windows, doors, heat), dirty, infested, obvious hazards;
- Family member addicted to drugs/alcohol;
PHYSICAL
   Hunger, dehydration;
   Poor personal hygiene, unkempt, dirty;
   Dental cavities/poor oral hygiene;
   Inappropriate clothing for weather/size of child, clothing dirty; wears same clothes day after day;
   Constant fatigue or listlessness;
   Unattended physical or health care needs;
   Infestations;
   Multiple skin lesions/sores from infection.

BEHAVIORAL
   Comes to school early, leaves late;
   Frequent sleeping in class;
   Begging for/stealing food;
   Adult behavior/maturity (parenting siblings);
   Delinquent behaviors;
   Drug/alcohol use/abuse.
Personnel – Certified/Non-Certified

Harassment

It is the policy of the Hartford Board of Education that all faculty, staff and students, parents and all other members of the school community treat each other with dignity and respect. No form of harassment will be tolerated, whether related to race, religion, color, national origin, sex, sexual orientation, marital status, age, disability (including pregnancy), veteran status, gender identity or expression, genetic information, or any other basis prohibited by state or federal law. It is prohibited to discriminate or harass, either verbally, written, graphic or physical conduct, toward an individual or individuals relating to the race, religion, color, national origin, sex, sexual orientation, marital status, age, disability, veteran status, gender identity or expression, genetic information, religion, creed, national origin, age, sex, sexual orientation, gender identity or expression, disability, marital status, present or past history of mental disorder, intellectual disability, learning disability, or physical disability, or genetic information.

Definitions

For purposes of this policy, harassment is defined as unwelcome discriminatory behavior, verbal, written, graphic or physical conduct toward an individual or individuals relating to the race, religion, color, national origin, sex, sexual orientation, marital status, age, disability (including pregnancy), veteran status, gender identity or expression, genetic information, or any other basis prohibited by state or federal law. Such conduct is sufficiently severe, persistent or pervasive that it affects an individual's ability to participate in or benefit from an educational program or activity;

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment, education or participation in District programs or activities;
- Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; and/or,
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Forms of harassment may include but are not limited to: verbal, physical or written intimidation or abuse; spoken and/or written remarks, symbols, caricatures, physical contact, gestures and innuendo, the display of posters, book covers, T-shirts or other items that contain images or words that can be interpreted as harassing; using computer systems, email, instant messaging, text messaging, blogging or the use of social networking websites, or other forms of electronic communications, to engage in any conduct prohibited by this policy.

No form of harassment will be tolerated in the Hartford Public Schools.

All reported incidents of harassment will be promptly and thoroughly investigated. Any person engaged in an action or continuing harassment will be subject to appropriate disciplinary action, up to and including termination of employment. The Hartford Public School System will also
discipline any individual who retaliates against any person who testifies, assists, or participates in an investigation, proceeding, or hearing relating to a harassment complaint. Other members of the school community are within the jurisdiction of this policy and are subject to its terms.

Legal Reference
- Title VII of the Education Amendments of the Civil Rights Act of 1964 (42 U.S.C. 2000(e) et seq.)
- Title IX of the Education Amendments of 1972 (42 U.S.C. 11341 et seq.)
- 42 USC, s2000(e), (Title VII)
- 29 CFR, s1004.11 (EEOC Guidelines on Sexual Harassment)
- Connecticut General Statutes 46a-60(8)
- PA 11-55, Discrimination on Account of gender identity or expression

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Policy revised January, June XX, 2018

HARTFORD PUBLIC SCHOOLS
Hartford, Connecticut
Personnel -- Certified/Non-Certified

Harassment

Central Harassment Prevention Team

The superintendent shall appoint a Central Harassment Prevention Team to assume primary responsibility for initially addressing and investigating reports of harassment in violation of this policy and making recommendations to the appropriate school principal for remedial action in the case of student violators, or to the superintendent in the case of staff and other non-student violators, including vendors and visitors. The Central Harassment Prevention Team shall also be responsible for making suggestions and/or recommendations regarding policy implementation at each school site as needed.

The Central Harassment Prevention Team shall consist of at least the following:

- Executive Director of Human Resources and/or his/her designee
- Title IX Coordinator
- Assistant Superintendent for Support Services and/or his/her designee
- At least one school principal
Personnel -- Certified/Non-Certified

Harassment

School Site Harassment Prevention Team

Each site will have a Harassment Prevention Team consisting of the principal or his/her designee and any other members that he/she sees fit.

Enforcement – Student/Student and Student/Staff Complaints

All non-school staff is responsible for reporting information concerning potential violations of this policy involving staff and other non-student violators directly to the Central Team. All school staff and students are responsible for reporting potential violations of this policy to the Site Team, which will immediately notify the Central Team of potential violations of this policy.

Reports made by staff or students relating to student/student harassment may be made to any Team as appropriate. Such reports may be made verbal or in writing, and may be made anonymously.

Upon receipt of any report or other information concerning a potential violation of this policy by any person, the Central Team shall convene to evaluate the information received. If any member of the Central Team is a potential witness or violator, that person shall be removed from all proceedings with respect to the report. The Central Team shall determine whether the information is sufficiently substantive to warrant further action, and shall determine what further action, if any, shall be taken.

Such further action may include investigation, counseling, referral to other persons of agencies, notification of other agencies or other appropriate action. All incidents involving significant physical contact shall be referred for further investigation. In the case of student offenders, such investigation shall be conducted by individuals deemed appropriate by the Central Team. In the case of non-student offenders, including visitors and vendors, such investigation will be conducted by the Director of Human Resources or his/her designee. It is the responsibility of the Central Team and the superintendent to appoint proper investigators in each instance and to assure that the investigation is completed in a timely manner.

The Central Team and the Site Teams shall maintain a log. If further investigation is required, the Central Team shall refer the report to the Director of Human Resources in the case of complaints involving staff, or the superintendent or his/her designee in the case of complaints involving students.

Enforcement – Staff/Student and Staff/Staff

The Director of Human Resources or his/her designee (investigator) shall meet with both the complainant and the alleged offender (in cases involving staff and other non-students) and all appropriate witnesses in order to give all parties involved the opportunity to provide information concerning the incident in as non-threatening and environment as possible.
Personnel -- Certified/Non-Certified

Harassment

Enforcement -- Staff/Student and Staff/Staff (continued)

The investigator will maintain a record of his/her investigation, with reference to the log of reports and information received.

The investigator will encourage all complaints to keep a record of all objectionable incidents and the steps taken to resolve the problem. The investigation will be completed as promptly as possible and within fifteen (15) school days after the formal complaint is filed unless the time for completion is extended by the Central Team. Based on the investigation, the Director of Human Resources will file a report with the Central Team on the factual findings of the investigation. The Central Team will convene as soon as possible to review the report and consider whether to make any recommendations concerning remedial action to the superintendent. The superintendent or school principal shall review the report and recommendation of the Central Team as soon thereafter as possible, and take appropriate remedial action.

Staff members and students and their parents who are subject to remedial action shall have the right to review the decision otherwise available to them. Student complainants who are dissatisfied with the school principal's action with respect to an incident may appeal to the superintendent.

Vendors and Other Visitors

All persons engaged in business with and/or visiting the Hartford Public School System must abide by this policy. Any reported incident involving vendors or visitors must be immediately reported to the Central Team for investigation pursuant to this regulation.

Training

The anti-harassment policy shall be part of the ongoing education and training of students and staff as determined by the superintendent. Such education and training shall address not only the provisions of this policy and regulation, but also stereotyping, cultural sensitivity, diversity, and mutual respect. The training shall include the following objectives for the participants.

In addition, all managers of employees shall receive this and other training and education in accordance with the requirements of C.G.S Sec. 46a-54-204, as it may be amended from time to time.

Training will be provided for members of the board of education, central and school administrators and staff, and every member of the central and site teams.

Training -- Student/Student Harassment

The training of administrators, teachers, support staff, students and parents is critical to facilitate staff training, a team of site-based personnel (site team) will be identified for each school. This team should consist of at least one administrator who will serve as team leader,
Personnel -- Certified/Non-Certified

Harassment

one teacher or counselor, one member of the support staff (nurse, social worker, etc.), and one
parent. Schools are encouraged to have students participate where appropriate. Site teams may
consist of a team specifically selected to focus on harassment issues or may consist of
members of an already establish team (crisis intervention, governance, etc.). It is strongly
recommended that the teams be composed of diverse members to the greatest extent possible.

After the school staff has been trained by the site team or outside agency, all teachers in all
subject areas will be required to incorporate anti-harassment topics into their teaching and
subject areas, in a manner deemed appropriate by the teachers and the site administrator.

Student Training

The Hartford Public School Health Services/Education Department has developed a K-12
Curriculum that will become the basis for initial anti-harassment training for students. The
curriculum will be periodically reviewed and updated, with supplemental materials added as
needed. Students will receive initial information through the classes offered by the Health
Services/Education Department, along with supplemental training provided by various agencies.

"Students Training Other Students" has proven effective. Site teams at each school will identify
students willing to be trained as presenters to other students within the schools and, if
appropriate, for lower grades.

Enhancement training provided by other groups and individuals will be incorporated to the
greatest extent possible when deemed appropriate.

Publication

All staff is responsible for ensuring compliance with this policy and regulation and procedures at
their school site, and ensuring an atmosphere free of harassment for all individuals, staff, and
students alike.

Parent Rights and Responsibilities

The Hartford Public School System shall make every effort as required by this document to
inform parents of this policy

Regulation: July 6, 1999
Regulation update: November 1, 2005

HARTFORD PUBLIC SCHOOLS
Hartford, Connecticut
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Hartford, Connecticut

HARASSMENT FORMAL COMPLAINT FORM

Name and position of complainant: ________________________________

Date of complaint: _______________________

Name of alleged harasser: ________________________________

Date and place of incident: ________________________________

Description of misconduct: ________________________________

Name of witnesses (if any): ________________________________

Has the incident been reported before? _______________________

If yes, when? ________________________________

To whom was it reported? ________________________________

What was the resolution? ________________________________

Reasons for dissatisfaction: ________________________________

HARTFORD PUBLIC SCHOOLS
Hartford, Connecticut

HARASSMENT COMPLAINT - APPEAL FORM

Name and position of complainant: ________________________________

Date of appeal: ________________________________

Date of original complaint: ________________________________

Have there been any prior appeals? ________________________________

If yes, when? ________________________________

To whom? ________________________________

Description of decision being appealed: ________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

Why is the decision being appealed? ________________________________

_________________________________________________________________

_________________________________________________________________
Students

Harassment

It is the policy of the Hartford Board of Education that all faculty, staff and students, parents and all other members of the school community treat each other with dignity and respect. All are entitled to freedom from any kind of personal harassment. No form of harassment will be tolerated, whether related to race, religion, color, national origin, sex, sexual orientation, marital status, age, disability (including pregnancy), veteran status, gender identity or expression, genetic information, or any other basis prohibited by state or federal law is prohibited, color, religious creed, national origin, ancestry, age, sex, sexual orientation, gender identity or expression, genetic information, disability, marital status, present or past history of mental disorder, mental retardation, intellectual disability, learning disability, or physical disability, or abilities unrelated to performance.

Definitions

For purposes of this policy, harassment is defined as unwelcome discriminatory behavior, verbal, written, graphic or physical conduct toward an individual or individuals on the basis of relating to the race, religion, color, national origin, sex, sexual orientation, marital status, age, disability (including pregnancy), veteran status, gender identity or expression, or genetic information, race, gender, ancestry, color, religious creed, national origin, age, sex, sexual orientation, disability, marital status, present or past history of mental disorder, intellectual disability, learning disability, or physical disability, or genetic information, of the individual(s) where:

- Such conduct is sufficiently severe, persistent or pervasive that it affects an individual's ability to participate in or benefit from an educational program or activity;
- Submission to such conduct is made either explicitly or implicitly a term or condition of school accommodations, education or participation in District programs or activities;
- Submission to or rejection of such conduct is used as a basis for educational decisions affecting the individual, and/or;
- Such conduct has the purpose or effect of unreasonably interfering with an individual's education, school performance or creating an intimidating, hostile, or offensive school environment.

Forms of harassment may include but are not limited to verbal, physical or written intimidation or abuse, spoken and/or written remarks, symbols, caricatures, physical contact, gestures and innuendo, the display of posters, book covers, T-shirts or other items that contain images or words that can be interpreted as harassing, using computer systems, email, instant messaging, text messaging, blogging or the use of social networking websites, or other forms of electronic communications, to engage in any conduct prohibited by this policy.

No form of harassment will be tolerated in the Hartford Public Schools.
All reported incidents of harassment will be promptly and thoroughly investigated. Any person, engaged in an action or continuing harassment will be subject to appropriate disciplinary action, up to and including expulsion. The Hartford Public School System will also discipline any individual who retaliates against any person who testifies, assists, or participates in an investigation, proceeding, or hearing relating to a harassment complaint. Other members of the school community are within the jurisdiction of this policy and are subject to its terms.

Legal Reference

Title VII of the Education Amendments of 1972 (42 U.S.C. 2000(e) et seq.)
Title IX of the Education Amendments of 1972 (42 U.S.C. 1134h et seq.)
Connecticut General Statutes 10-15c Discrimination in public schools prohibited
42 USC, §2000(e), (Title VII)
29 CFR, s1004.11 (EEOC Guidelines on Sexual Harassment)
PA 11-55 Discrimination on account of gender identity or expression

Policy adopted: July 6, 1999
Policy updated: November 1, 2005
Policy revised: May 21, 2013
Policy revised: June 17, 2014
Policy revised: January June XX, 2018

HARTFORD PUBLIC SCHOOLS
Hartford, Connecticut
AGENDA

ITEM # 3

NEW BUSINESS

JULY 24, 2018

CONTRACT CONTINUATION APPROVAL:

CBS THERAPY

DR. TORRES-RODRIGUEZ

DR. SELLERS

AMOUNT

$981,631

FUNDING SOURCE

SPECIAL FUNDS

BACKGROUND

CBS Therapy will be contracted to provide speech-language services to mandated Hartford Public Schools students who require these services. Due to the shortage of speech-language professionals, it is necessary to utilize this service to ensure compliance with state and federal education guidelines.

RECOMMENDATION

That the Hartford Board of Education authorizes the Superintendent to execute a contract with CBS Therapy for $981,631 for the term delineated in the contract, ending June 30, 2019.
CBS Therapy

Executive Form

1. **Executive Summary** (background, purpose)

   CBS Therapy is the leading provider of school based therapy services in New England. They provide temporary and permanent staffing for speech-language pathologist, occupational therapists, and physical therapists; and occupational and physical therapists assistants. Speech and Language Pathologists have again been designated by the State as a shortage area, so it is necessary to utilize this service to ensure compliance with Federal and State special education guidelines.

2. **Strategic Goals** (explain how the contract aligns with our SOP)

   Compliance with state and federal guidelines.

3. **Financial Impact:** (Budgeted: ☑ YES ☐ NO)

   Procurement Process: ☑ Sole Source ☐ RFR ☐ Exception

   If sole source or curriculum exception, please specify why and attach approval forms:

   In order to be in compliance with state and federal special education laws, and given that speech and language is a shortage area, CBS Therapy is the company that can provide qualified speech and language clinicians within very tight time constraints. CBS Therapy has a proven track record with Hartford Public Schools, and because of the good relationship, we have been able to hire clinicians directly from them after they have worked for CBS for a year. No other company has agreed to this.

4. **Funding Use:** (Include brief information on the major areas where funding will be used: salaries, professional development, operations, etc.)

   To provide speech and language services to special needs students who are mandated to receive these services. These are budgeted salaried positions that HPS is unable to fill.

5. **Evaluation/Performance/Measurement:** progress, success & next steps (current progress report and/or evaluation/monitoring plan, attach latest evaluation if applicable.)
6. **For grants only:**
   a. Identify partnerships and their financial commitment included in the grant, and if applicable, HPS' financial commitment and/or requirements.

   b. Please attach a copy of the grant abstract and other applicable documents
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AGENDA

ITEM #4

NEW BUSINESS

CONTRACT CONTINUATION APPROVAL: JULY 24, 2018
CONNECTICUT PEDIATRIC
NEUROPSYCHOLOGY ASSOCIATES

AMOUNT
$80,000

FUNDING SOURCE
SPECIAL FUNDS

DR. TORRES-RODRIGUEZ
DR. SELLERS

BACKGROUND

Connecticut Pediatric Neuropsychology provides neuropsychological testing and consultations to Hartford Public Schools special needs students who are mandated to receive these services per Planning and Placement Team (PPT) recommendation. Hartford Public Schools have been utilizing the services of Connecticut Pediatric Neuropsychology Associates for the past 7 years.

RECOMMENDATION

That the Hartford Board of Education authorizes the Superintendent to execute a contract with Connecticut Pediatric Neuropsychology Associates for the term delineated in the contract ending June 30, 2019, at an amount not to exceed $80,000.
Connecticut Pediatric Neuropsychology Associates has been providing neuropsychological consultations and evaluations to Hartford Public Schools’ students and teachers since 2011. Connecticut Pediatric Neuropsychology Associates’ physicians have had an excellent rapport with students and staff alike. They provide quality comprehensive evaluations within a reasonable timeframe. They meet all timelines and have been instrumental in keeping HPS in compliance with evaluations.

1. **Executive Summary** (background, purpose)

   The Special Education Department utilizes the services of neuropsychologists to provide neuropsychological assessments and consultations for special needs students who are mandated to receive these services through the Planning and Placement Team (PPT) process.

2. **Strategic Goals** (explain how the contract aligns with our SOP)

   Outcomes and benefits include improved diagnostic information; educational and therapeutic strategies leading to better student performance; decreased need for formal testing due to ongoing consultation; and ensured compliance with evaluation time frames.

3. **Financial Impact**: (Budgeted: ☐ YES ☐ NO)

   **Procurement Process**: ☒ Sole Source ☐ RFR ☐ Exception

   If sole source or curriculum exception, please specify why and attach approval forms:

   The RFP process has been utilized in the past with Connecticut Pediatric Neuropsychology being the only vendor to apply.

   Connecticut Pediatric Neuropsychology Associates has been providing neuropsychological consultations and evaluations to Hartford Public Schools’ students and teachers since 2011. Connecticut Pediatric Neuropsychology Associates’ physicians have had an excellent rapport with students and staff alike. They provide quality comprehensive evaluations within a reasonable timeframe. They meet all timelines and have been instrumental in keeping HPS in compliance with evaluations.
4. **Funding Use:** (Include brief information on the major areas where funding will be used: salaries, professional development, operations, etc.)

To obtain professionals that provide neuropsychological assessments and consultations for Hartford Public Schools' special needs students who are mandated to receive these services.

5. **Evaluation/Performance/Measurement:** progress, success & next steps (current progress report and/or evaluation/monitoring plan, attach latest evaluation if applicable.)

6. **For grants only:**
   a. Identify partnerships and their financial commitment included in the grant, and if applicable, HPS' financial commitment and/or requirements.

   b. Please attach a copy of the grant abstract and other applicable documents