

## SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (hereinafter the “Agreement”) is made by and between the Town of Wilton (the “Town”) and **Waveny LifeCare Network** (the “Provider”), together, the “Parties,” and each a “Party.”

WHEREAS, the Town and the Provider enter into this Agreement so that the Provider may provide the services described in Appendix 1 hereto, which is incorporated herein by reference, within the Wilton Public Schools and/or to students of the Wilton Public Schools; and

WHEREAS, in connection with the Provider’s obligations under this Agreement, persons employed by the Provider may perform a service for the Town involving direct student contact with students of the Wilton Public Schools (together, the “Provider Employees,” and each a “Provider Employee”);

NOW THEREFORE, the parties agree as follows:

1. **Term.** The term of this Agreement shall be for a period of two years beginning on July 1, 2023 and terminating on June 30, 2025 (the “Term”).
2. **Vendor Contractor.** Subject to the terms and conditions of this Agreement, the Town hereby engages the Provider as a vendor contractor to perform the services set forth in Appendix 1, and the Provider hereby accepts such engagement. It is the express intention of the parties that the Provider is a vendor contractor and not an employee, agent, joint venture, or partner of the Town. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Town and the Provider or any employee or agent of the Provider. Both Parties acknowledge that the Provider is not an employee for federal or state tax purposes. The Provider will not be eligible for any Town employee benefits. Further, the Provider waives any claims against the Town for benefits provided to its employees during any period in which the Provider may be determined to be a common law employee or some other designation and not an independent contractor. The Provider acknowledges that it makes this waiver knowingly and voluntarily. The Town shall not be responsible for withholding taxes with respect to the Provider’s compensation hereunder and/or pursuant to the provisions of Appendix 1. The Provider shall have no claim against the Town hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Town will not be liable for any obligations incurred by the Provider, including, without limitation, unpaid minimum wages and/or overtime premiums.
3. **Services and Compensation.** The Provider’s services and compensation shall be as set forth in Appendix 1, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Provider and agreed to in writing by the Town, and which collectively are incorporated herein by reference. The Town must receive a fully executed Agreement from the Provider before payment can or will be made under this Agreement to the Provider. The Town will not be responsible for any additional services and/or charges not specified in this Agreement and/or Appendix 1. Once the

Agreement has been received by the Town, payments to the Provider shall be processed thirty (30) days from the Town's receipt of an accurate, detailed invoice for services provided in the prior month. Detailed invoices must include the name of the student, if applicable, the nature of the services, the rate(s) for services, the date(s) of services, the number of hours of services, and the location where services were provided. Invoices submitted by the Provider must be addressed to **Dawn Norton**. The hours of services may not exceed the hours specified in Appendix 1, without advance written permission from the building principal. The Parties agree that payment to the Provider shall be conditioned on the proper delivery of services described in Appendix 1.

4. **Provider Representations.** The Provider represents that the Provider will exercise independent judgment and discretion in providing the services under this Agreement. The Provider acknowledges that it shall be responsible for the methods and means for fulfilling its obligations under this Agreement. The Provider represents that the Provider and/or its officials, employees, and/or agents have the qualifications and ability to perform the services for which the Provider is contracting. The Provider represents that the Provider and/or its officials, employees, and/or agents have all necessary certifications, licenses, and/or registrations and have performed the offered services for others in the past. Upon the Town's request, prior to services commencing, the Provider must provide a complete resume and proof of current certifications, licenses, and/or registrations, if applicable, for the Provider and/or any official, employee, or agent of the Provider performing services under this Agreement.
  
5. **Ownership of Data/Information.** The Provider acknowledges that any data, documents, materials, and information provided to it by the Town and/or Wilton Public Schools is owned by the Town and/or Wilton Public Schools. The Provider also acknowledges that the Wilton Public Schools own the data and other information obtained and/or created by the Provider in connection with the Provider's services pursuant to this Agreement regarding the Wilton Public Schools and/or any student(s) enrolled in the Wilton Public Schools. All data, documents, materials, and information provided to the Provider by the Wilton Public Schools and/or obtained and/or created by the Provider in connection with the Provider's services pursuant to this Agreement related to students of the Wilton Public Schools shall be returned to the Wilton Public Schools upon the termination of this Agreement. The provisions of this Paragraph 5 shall survive the termination or expiration of this Agreement.
  
6. **Background and Employment History Checks.** For each Provider Employee who performs services for the Town involving direct student contact, the Provider shall ensure compliance with the following background and employment history checks:
  - a. The Provider shall perform, and the Provider Employee shall submit to, employment history checks in accordance with Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68. The Provider expressly agrees that, in performing such employment history checks, it shall comply with the procedures and obligations set forth in Appendix 2 hereto.

- b. The Provider shall perform, and the Provider Employee shall submit to, a records check of information maintained on the Abuse and Neglect Registry of the Connecticut Department of Children and Families (the "Registry") or, for any Provider Employee whose current or most recent employment occurred out of state, the out-of-state equivalent of the Registry. The Provider shall comply with this requirement within thirty (30) calendar days of the execution of this Agreement. The Provider shall request information from the Registry or its out-of-state equivalent promptly, and in any case no later than thirty (30) calendar days from the date the Provider Employee begins performing services for the Town pursuant to this Agreement. If the Provider receives any information from the Registry or its out-of-state equivalent indicating that the Provider Employee may have a record of abuse or neglect, the Provider shall immediately forward such information to the Town.
- c. The Provider shall perform, and the Provider Employee shall submit to, state and national criminal records checks in accordance with Sections 10-212 (where applicable), 10-221d, and 29-17a of the Connecticut General Statutes, including but not limited to a State and Federal fingerprint check. Each Provider Employee shall submit to such state and national criminal record checks within thirty (30) calendar days from the date such Provider Employee begins performing services for the Town pursuant to this Agreement. If the Provider receives any information indicating that the Provider Employee may have a criminal record, the Provider shall immediately forward such information to the Town.
- d. The Provider shall cross-reference the Connecticut Department of Public Safety's sexual offender registry, or, for any Provider Employee whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Public Safety's sexual offender registry, to determine whether the Provider Employee is registered as a sexual offender. The Provider shall comply with the provisions of this Paragraph 6(d) before any Provider Employee begins performing services for the Town pursuant to this Agreement. If the Provider receives any information indicating that the Provider Employee may be registered as a sexual offender, the Provider shall immediately forward such information to the Town.

The Provider shall provide written confirmation to the Town that it has complied with subsections (a) through (d) of this Paragraph 6. The Provider agrees that upon the Town's request, it shall promptly provide the Town with any documentation related to such compliance, including, without limitation, the results of the background and employment history checks for any Provider Employee performed in accordance with this Paragraph 6 subject to applicable legal requirements.

The Provider agrees that it shall pay all fees and costs associated with the background and employment history checks required under this Paragraph 6.

The Provider agrees that if the Town and/or the Wilton Public Schools determines, based on any information received pursuant to this Paragraph 6, that any Provider Employee shall not perform services for the Town pursuant to this Agreement, such determination by the Town and/or Wilton Public Schools shall not constitute a breach of this Agreement.

Notwithstanding any provisions herein to the contrary, failure to comply with this Paragraph 6 shall be grounds for immediate termination of this Agreement.

7. **Student Confidentiality.**

- a. Consistent with the Family Educational Rights and Privacy Act (FERPA), the Provider and its officials, agents, and employees who have involvement with or are performing services for the Town and/or Wilton Public Schools pursuant to this Agreement and who have a legitimate educational interest in student records shall be considered as “school officials” pursuant to 34 CFR § 99.31(a). To allow the sharing of records subject to state and federal confidentiality laws and to ensure that the required confidentiality of personally identifiable student information is always maintained, the Provider and officials, agents, and employees of the Provider who have involvement with or are performing services for the Town and/or Wilton Public Schools pursuant to this Agreement shall comply with the provisions of FERPA and policies of the Wilton Board of Education regarding confidentiality of records. A copy of relevant policies concerning confidential student information is attached hereto as Appendix 3. For the purposes of this Agreement and the specific functions conducted pursuant to this Agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. Nothing in this Agreement may be construed to allow the Provider and its officials, agents, and employees who have involvement with or are performing services for the Town and/or Wilton Public Schools pursuant to this Agreement to maintain, use, disclose, or share student record information in a manner not allowed under state or federal law or regulation or rule or policy or regulation of the Wilton Board of Education. If the Provider or any officer, agent, or employee of the Provider who has involvement with or performs services for the Town and/or Wilton Public Schools pursuant to this Agreement fails to adhere to said policies, laws, rules, and regulations, the Town shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the breach of this Agreement.
- b. The Provider expressly agrees that it will execute and comply with the Student Data Privacy Rider attached hereto as Appendix 4.

8. **Mandatory Reporting.** The Provider, and any official, agent, and employee of the Provider, may be considered to be a mandatory reporter of abuse and/or neglect pursuant to Section 17a-101(b) of the Connecticut General Statutes, and the Provider, and any official, agent, and employee of the Provider, may be obligated to report acts or reports of bullying pursuant to Section 10-222d of the Connecticut General Statutes, in connection with the Provider’s provision of services to the Town and/or Wilton Public Schools pursuant to this Agreement. The Provider agrees to report, or to cause to be reported through any official,

agent, or employee of the Provider, suspected child abuse and/or neglect pursuant to the Child Abuse and Neglect Reporting Policy of the Wilton Board of Education and using the Department of Children and Families Form, both of which are attached hereto as Appendix 5. The Provider further agrees to report, or to cause to be reported through any official, agent, or employee of the Provider, any act of bullying witnessed by or reported to the Provider or any official, agent, or employee of the Provider pursuant to the Safe School Climate Plan of the Wilton Board of Education and using the appropriate Wilton Public Schools form, both of which are attached hereto as Appendix 6. The Provider agrees to review, and to cause any official, agent, or employee of the Provider performing services under this Agreement to review, Appendix 5 and Appendix 6 hereto. Link:

[https://www.proprofs.com/training/course/?title=connecticut-mandated-reporter-training-school-employees-june-2023\\_6470a574a9acd](https://www.proprofs.com/training/course/?title=connecticut-mandated-reporter-training-school-employees-june-2023_6470a574a9acd)

9. **Insurance.** The Provider shall, at its own expense and cost, obtain and keep in force during the entire term of the Agreement the following primary insurance coverage covering the Provider and all of its agents and employees and shall name the Town of Wilton, the Wilton Public Schools, the Wilton Board of Education, and their respective officers, officials, employees, agents, boards, and commissions as Additional Insureds on a primary and non-contributory basis to the Provider's Commercial General Liability [*and Automobile Liability*] policies. There shall be no special limitations on the scope of protection afforded to the Town of Wilton, Wilton Public Schools and/or Wilton Board of Education. The Provider shall assume any and all deductibles in the described insurance policies and the Provider's insurer shall have no right of recovery or subrogation against the Town of Wilton, Wilton Public Schools and/or Wilton Board of Education. **These requirements shall be clearly stated in the remarks section on the Provider's Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

a. Worker's Compensation Insurance:

- Statutory Coverage (State of Connecticut).
- Employer's Liability.
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease-each employee.

b. Commercial General Liability:

- Including Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage Coverage.
- Limits of Liability for Bodily Injury, Personal Injury, and Property Damage Combined Single Limit Per Occurrence: \$2,000,000.
- A Waiver of Subrogation shall be provided.

c. Errors and Omissions Liability or Professional Services Liability Policy:

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The Town of Wilton, Wilton Public Schools and/or Wilton Board of Education shall be named an Additional Insured for this specific Program. The certificate shall specify that the Town shall receive thirty (30) days advance written notice of cancellation or non-renewal specific to this Agreement.
- The Provider agrees to maintain continuous professional liability coverage for the entire duration of this Agreement, and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the termination of this Agreement.

d. Other:

- There shall be no exclusion for abuse and molestation or for athletic participants.
- An umbrella policy providing additional limits may be required, depending on the nature of the activity.
- If the Provider will be using any outside vendors, certificates of insurance conforming to the requirements in this Paragraph 9 will be required from the vendor as well as from the Provider.

The Provider shall provide a Certificate of Insurance as “evidence” of General Liability, [*Auto Liability including all owned, hired, borrowed and non-owned vehicles,*] statutory Worker’s Compensation and Employer’s Liability and Professional Services Liability coverages.

The Provider shall direct its Insurer to provide a Certificate of Insurance to the Town before any Provider Employee begins performing services for the Town and/or Wilton Public Schools pursuant to this Agreement. The Certificate shall specify that the Town shall receive thirty (30) calendar days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Provider shall provide the Town copies of any such insurance policies upon request.

10. **Non-Discrimination.** The Provider will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability (including pregnancy), genetic information, or gender identity or expression, except in the case of a bona fide occupational qualification.

11. **Compliance.** The Provider shall, at its sole cost and expense, comply with all federal, state, town, and municipal statutes, ordinances, and regulations applicable to the services set forth in this Agreement and Appendix 1 hereto.
12. **No Assignment.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Provider to any person other than persons specified in this Agreement and/or Appendix 1 hereto and/or to any other entity without the prior written consent of the Board.
13. **Governing Law/Forum.** This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, and the Parties consent to the exclusive jurisdiction of the appropriate state or federal court in Connecticut.
14. **Termination.** The Town may terminate this Agreement at any time by ten (10) business days' written notice to the Provider. Notice shall be sent via regular mail to **Waveny LifeCare Network, 22 Danbury Road, Wilton, CT 06897**. The Provider may terminate this Agreement at any time by thirty (30) business days' written notice to the Town. Notice shall be sent via regular mail to **Wilton Town Hall, 238 Danbury Road, Wilton, CT 06897**. In addition to the right of termination under this Paragraph 14, the Town may exercise any other legal or equitable right or remedy the Town may have. Upon termination of this Agreement, the Town's payment obligation shall cease as of the final date on which services in accordance with this Agreement and Appendix 1 hereto were last performed by the Provider prior to termination.
15. All costs and expenses incurred by the Town, including, without limitation, attorneys' fees, in enforcing any of its rights and remedies under this Agreement shall be repaid to the Town by the Provider upon demand.
16. This Agreement and any appendices, exhibits, and/or attachments hereto set forth the entire understanding between the Parties with respect to all matters referred to in this Agreement, and the provisions of this Agreement may not be changed or modified except by an instrument in writing signed by both Parties.
17. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the parties agree to substitute for the invalid provision another which most closely effectuates the legal and economic intent of the invalid provision within the bounds of the law.
18. Any modification of this Agreement will be effective only if it is in writing signed by the Party to be charged.

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands and seals as of the \_\_\_\_\_ day of \_\_\_\_\_ .

WITNESS


**TOWN OF WILTON**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS

**THE PROVIDER:**

By: 

Russell R. Barksdale, Jr., PHD, MHA/MPA, FACHE  
President and CEO



Visiting Nurse  
& Hospice  
of Fairfield County 

TOWN OF WILTON

Budget Proposal FY 23 – FY 24

Department 5200

School & Public Health Nursing Services  
Private School Nursing Services  
Unfunded [home] Visits

**TOWN OF WILTON  
VISITING NURSE & HOSPICE OF FAIRFIELD COUNTY, INC.  
BUDGET - FISCAL YEAR 2022**

**Major Categories of Health Office Utilization by School FY21 through June 30, 2022**

	<b>Miller Driscoll</b>	<b>Cider Mill</b>	<b>Middle- brook</b>	<b>WHS</b>
Total Population (Per School) per enrollment figures of February 2019	815	785	898	1,242
Major & Minor injury	4,609	2,474	2,439	1,084
Acute illness management	7,625	4,236	6,132	6,121
Medications	135	530	924	1,217
Chronic illness management	178	377	705	514
Communication/Health Teaching Students & Staff	14,062	11,389	8,870	7,221
Parental Communication	7,580	4,853	3,532	1,939
Physician Communication	804	610	1,211	431
COVID Screening	378	432	181	499
<i>Returned to class prepared to learn</i>	9,392	5,677	5,668	3,848
<b>Number of students seen</b>	9,958	6,292	6,434	4,101
<b>Total students seen all public schools (FY22)</b>	<b>9,958</b>	<b>6,292</b>	<b>6,434</b>	

\* behavioral health related visits increasing

**TOWN OF WILTON  
VISITING NURSE & HOSPICE OF FAIRFIELD COUNTY, INC.**

**BUDGET - FISCAL YEAR 2022  
Public Health Statistics  
Through June 30, 2022**

**Public Health Services include the following preventative, health promotional and public health emergency related programs and services:**

<b>Preventative Programs/Emergency Preparedness/Public Health Emergency Activities</b>	<b>FY 22 through June 30, 2022</b>
<b>Health Supervision/Health Promotion –</b> frail elderly visits (including telehealth visits), communicable disease and follow-up	255
<b>Blood Pressure Clinics –</b> number of screenings all Wilton sites	684
<b>Ogden House Clinic –</b> number of encounters (count includes each health assessment element, immunizations, health education interventions/programs)	857
<b>Pre-school vision &amp; hearing screening –</b> visits	88
<b>Community Health Educations Programs –</b> number of attendees	176
<b>Support Groups and other Groups –</b> number of attendees (groups are virtual or in person)	401

Many of the Ogden House residents have additionally benefited from several of the programs and services offered by Visiting Nurse & Hospice of Fairfield County, Inc. including skilled home care services and health education programs.

**TOWN OF WILTON  
VISITING NURSE & HOSPICE OF FAIRFIELD COUNTY, INC.**

**BUDGET - FISCAL YEAR 2022**

**SUMMARY  
PUBLIC SCHOOL STAFFING/ ENROLLMENT**

	October 2021 Figures per BOE Town of Wilton	
<b>Miller Driscoll Student population</b>	815	
<b>RN Health Assistant</b>	2.0 0	
<b>Cider Mill Student population</b>	785	
<b>RN Health Assistant</b>	2.0 0	
<b>Middlebrook Student population</b>	898	
<b>RN Health Assistant</b>	1.0 1.0	
<b>Wilton HS Student population</b>	1,242	
<b>RN Health Assistant</b>	1.6 1.0	
<b>Total Population (Without preK &amp; 'out of district')</b>	3,740 (per MMI)	
<b>RN Health Assistant</b>	6.6 2.0	

**TOWN OF WILTON - VISITING NURSE & HOSPICE OF FAIRFIELD COUNTY, INC.**  
**FY24 Budget**

BUDGET COMPONENTS	FY23 Budget(current)	FY24 Budget	Staffing/Program Modifications and Community Impact
<b>I. Town Programs 001-5200-49605</b>			
Public School Health Services			School RNs provide state <b>mandated services</b> of: intensive health service to medically complex students, urgent care to all students, health promotion and consultation to students, faculty, staff and community, and mandated health assessments/screenings. Limited per-diem RN hours with possible need for faculty to assume responsibility for urgent health matters in absence of per diem RNs. Assumes limited increases in health insurance overall and stability of health plan design.
Public Health Nursing			Provision of individual and population based <b>mandated public health nursing services</b> in partnership with Town Health Director to meet Local Public Health requirements per State of CT – Dpt. of Public Health (DPH) serving as community partner to identify, monitor and solve health problems in the community and to connect individuals to needed health services.
Program Administrative services & expenses			Provision of skilled health care and health promotion to town vulnerable populations. Enhance town's public health preparedness as a team member with other town departments. Programmatic oversight to meet <b>mandated requirements of RN supervision</b> per State of CT DPH and to work with other town departments to meet State of CT requirements, develop efficiencies and longer term strategies for town services. Fixed and mandated costs (i.e. rent/property/insurance) slightly reduced due to agency relocation and attendant lower costs.
<b>Total 001-5200-49605</b>	\$937,013	\$965,123	
<b>II. Billed Services</b>			
Private/Non-Profit School Nursing 001-5200-46910	\$34,196	\$6,000	Hours of service as per <b>established schedule</b> of private schools to meet student needs and to <b>adhere to mandates</b> .
Unfunded Public Health Visits 001-5200-46935	\$2,500	\$2,500	Provision of home visits to eligible residents who are members of vulnerable populations and for whom no other funding source is available. Care delivered only after approval by Town Dept. of Social Services.
<b>Total All Services</b>	<b>\$973,709</b>	<b>\$972,623</b>	

## Appendix 1

### Town of Wilton, CT

Town Budget Fiscal Year 2021-22



### Visiting Nurse & Hospice of Fairfield County, Inc. Mission and Services

#### Department Mission

Visiting Nurse & Hospice of Fairfield County's mission is to provide expert and compassionate clinical care to students in public and private schools of Wilton and to members of our community of all ages, particularly the frail and vulnerable, through our community/public health programs.

#### Quantified Services and/or Activities (FY2020) Actual

Line item

001-5200-441.69 05

Prof Serv- Medical Services

#### Public School Nursing:

Professional nursing services to meet State of CT Department of Public Health mandated requirements for all public school students.

The FY 20-21 School year was greatly impacted by the public health emergency. Schools were closed in March 2020 for the duration of the school year.

The school nurses were redeployed to Town of Wilton public health nursing activities including public health education, student/family follow-ups as requested by school administrators, Covid-19 contact tracing and working with school administrators, teachers and staff in the hybrid learning environment of school year commencing September 2020.

Statistics through February 29, 2020 were 23,043 health encounters provided to

nearly 4,000 students in all Wilton public schools.

Health encounters include urgent injury care, complex medication and treatment administration, urgent illness care, chronic illness care and management, immunizations, health teaching, student and staff health promotion, parental counseling, physician consultation and other professional nursing care.

**School nursing services delivered by 6.6 FTE Registered Nurses (RN)  
2.0 FTE health assistant (HA), hourly per diem school RN (< 0.25 FTE)**

**Public Health Nursing:**

**Mandated** Department of Public Health - State of CT individual and population based care to individual residents and community and as requested by Town of Wilton. With the Public Health Emergency declared in March 2020, public health nurses were deployed for assessment and care of vulnerable populations in the community, including direct care and indirect care such as Covid-19 exposure contact tracing.

Community-wide screenings and in-person educational programs were suspended in March 2020. Virtual sessions focused on the pandemic emergency commenced in April 2020 and are continuing.

Community health screenings & education programs: 561 attendees – includes Covid-19 screening and education at Town congregate living sites and Town Camp Looper during June 2020

Home visits: 343 + 306 video telehealth visits. Telehealth visits were invaluable for additional visiting during public health emergency.

Blood pressure clinics: 788 encounters. In person clinics were suspended in March 2020.

Seasonal influenza/pneumonia vaccinations: 552 encounters (includes 44 children) for FY 20 and 525 seasonal vaccinations provided during FY 21 through October 31, 2020.

Pre-school vision & hearing screenings: 89 encounters

Ogden House health encounters: 871 encounters (includes multiple activities for individual residents)

Support and other similar groups – 127 attendees. In person programs suspended in March 2020, and virtual session commenced in May 2020 and are continuing.

**Public health nursing services delivered by 1.3 FTE RNs**

Programmatic oversight to meet State of CT Department of Public Health mandated requirements and to work with Town departments to increase efficiencies. **Service provided by RN administrative & support staff <1.0 FTE**

Line item

001-5200-441.69.10

**Private School Nursing:**

**Mandated** private school nursing services provided to students of Our Lady of Fatima and Montessori Schools in Wilton.

**Private school nursing delivered by <0.5 FTE RN**

Line item

001-5200441.69.35

**Unfunded Visits**

Provision of essential home care services, when requested by Town of Wilton, Department of Social Services to residents (**members of vulnerable populations**) who lack funds or insurance for essential care.

Registered Nursing visits were the primary service provided.

**Services delivered by <0.25 FTE.**



**Number of Current Employees**

Employees:

Full Time/Part-time: 6.6 FTE (FT/PT public school RNs)

Per diem/allocated hours: 5.3 FTE (per diem/PT public school health assistants, per diem RNs public & private school, RNs public health, RN and homemaker/Home health aide services for unfunded visits, mandated RN supervision & program administrative service)

**Total FTE: 11.9**

**TOWN OF WILTON - VISITING NURSE & HOSPICE OF FAIRFIELD COUNTY, INC.**  
**FY24 Budget**

<b>BUDGET COMPONENTS</b>	<b>FY23 Budget(current)</b>	<b>FY24 Proposal</b>	<b>Staffing/Program Modifications and Community Impact</b>
<b>I. Town Programs 001-5200-49605</b>			
Public School Health Services			School RNs provide state mandated services of: intensive health service to medically complex students, urgent care to all students, health promotion and consultation to students, faculty, staff and community, and mandated health assessments/screenings. Limited per-diem RN hours with possible need for faculty to assume responsibility for urgent health matters in absence of per diem RNs. Assumes limited increases in health insurance overall and stability of health plan design.
Public Health Nursing			Provision of individual and population based <b>mandated public health nursing services</b> in partnership with Town Health Director to meet Local Public Health requirements per State of CT – Dpt. of Public Health (DPH) serving as community partner to identify, monitor and solve health problems in the community and to connect individuals to needed health services, particularly in the setting of a public health emergency. Provision of skilled health care and health promotion to town vulnerable populations. Enhance town’s public health preparedness as a team member with other town departments.
Program Administrative services & expenses			Programmatic oversight to meet <b>mandated requirements of RN supervision</b> per State of CT DPH and to work with other town departments to meet State of CT requirements, develop efficiencies and longer term strategies for town services. Fixed and mandated costs (i.e. mortgage/property/insurance). Overall costs are increasing; however, allocation to Town program held at FY21 level.
<b>Total 001-5200-49605</b>	<b>\$937,013</b>	<b>\$965,123</b>	
<b>II. Billed Services</b>			
Private/Non-Profit School Nursing 001-5200-46910	\$34,196	\$6,000	Hours of service as per <b>established schedule</b> of private schools to meet student needs and to <b>adhere to mandates</b> .
Unfunded Public Health Visits 001-5200-46935	\$2,500	\$1,500	Provision of home visits to eligible residents who are members of vulnerable populations and for whom no other funding source is available. Care delivered only after approval by Town Dept. of Social Services.
<b>Total All Services</b>	<b>\$973,709</b>	<b>\$972,623</b>	

## APPENDIX 2

**January 12, 2021**

To **Russell Barksdale**:

Under Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68, local or regional boards of education, governing councils of a state or local charter school, and interdistrict magnet school operators (together, “school districts” and each a “school district”) must require that contractors applying for a contract with the school district obtain certain information from and about their employees, and provide certain information regarding their employees to the school district, where such employees would be in positions in the school district involving direct contact with students. As a reminder, contractors who were under contract with the school district prior to July 1, 2016 (the effective date of Public Act 16-67) must follow the procedures described below for any employees whom they may newly assign to work in the school district on or after July 1, 2016.

This letter and the accompanying materials are designed to ensure compliance with the statutory procedures that **Waveny LifeCare Network** is required to follow. The enclosed materials include the following, each of which is discussed further below:

- **Appendix A: State of Connecticut Contractor Verification**
- **Appendix B: State of Connecticut Educational Employer Verification**
- **Appendix C: A model cover letter** that the school district requires contractors to use when sending the State of Connecticut Educational Employer Verification form to current/former employers
- **Appendix D: Acknowledgements Regarding Offer of Contract**

### **I. Required Procedures**

Pursuant to state law, for any employee of the contractor who would be in a position in the school district involving direct student contact, a contractor must take the following steps:

1. The contractor must require such employee to provide the information included in Section 2 of the **State of Connecticut Contractor Verification (Appendix A)**, and to sign and date that form.
2. In Section 2, Part A of the **State of Connecticut Contractor Verification (Appendix A)**, such employee must provide to the contractor the name, address, and telephone number of each current/former employer of the employee, if such current/former employer was a school district, or if such employment otherwise caused the employee to have contact with children.

The contractor then must contact each such current/former employer identified by the

contractor's employee and request, either telephonically or through written communication, any information concerning whether there was a finding of abuse or neglect or sexual misconduct against such employee. In conducting this review, the contractor should use the **State of Connecticut Educational Employer Verification (Appendix B)**. The contractor must use a separate **State of Connecticut Educational Employer Verification (Appendix B)** for each current/former employer identified by the employee in Section 2, Part A of the **State of Connecticut Contractor Verification (Appendix A)**.

The law provides that contractors may request the information included in the **State of Connecticut Educational Employer Verification (Appendix B)** either telephonically or through written communication, and current/former employers are required to respond to such requests either telephonically or through written communication. The school district requires that contractors send the **State of Connecticut Educational Employer Verification (Appendix B)** to current/former employers using the enclosed **model cover letter (Appendix C)** to current/former employers. However, it may be necessary for contractors to follow up on such written requests by telephone.

3. For the contractor's employees who will fill certified staff member positions in the school district, the contractor must request information from the Connecticut State Department of Education (the "Department") concerning (a) the eligibility status for employment of any employee of such contractor who will work in a position requiring a certificate, authorization or permit; (b) whether the Department has knowledge that a finding has been substantiated by the Department of Children and Families of abuse or neglect or sexual misconduct against the employee and any information concerning such a finding; and (c) whether the department has received notification that the employee has been convicted of a crime or of criminal charges pending against the employee and any information concerning such charges.

To make such a request of the Department, the contractor must email [profpractices.csde@ct.gov](mailto:profpractices.csde@ct.gov) and provide the employee's full name (including middle initial), date of birth, and either the EIN or last four digits of the employee's social security number.

4. If the contractor receives any information indicating a finding of abuse or neglect or sexual misconduct against such employee or otherwise has knowledge of such a finding, the contractor must immediately forward such information to the school district, either telephonically or through written communication, using the following contact information:

**Maria Coleman**  
**Director of Human Resources and General Administration**  
**Wilton Public Schools**  
**395 Danbury Road**  
**Wilton, CT 06897**  
[colemanm@wiltonps.org](mailto:colemanm@wiltonps.org)

## II. School District Rights and Obligations

It is important to note that school districts have certain rights and obligations under Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68. Specifically:

- School districts may contract with an applicant on a **temporary basis for a period not to exceed ninety days**, pending the school district's review of any information received pursuant to the procedures described above, provided:
  - the contractor's employee(s) provided the information to the contractor included in Section 2 of the **State of Connecticut Contractor Verification (Appendix A)**;
  - the school district has no knowledge of information pertaining to the contractor's employee(s) that would disqualify the employee(s) from employment with the school district; and
  - the contractor's employee(s) affirm(s) that the employee(s) is/are not disqualified from employment with the school district.

To confirm that the conditions preceding an offer of a temporary contract are satisfied, contractors must provide the school district with a signed copy of the **Acknowledgements Regarding Offer of Contract (Appendix D)** prior to the effective date of any contract with the district, or prior to assigning new employees to the school district, if the contractor was under contract with the school district prior to July 1, 2016.

Please return the **Acknowledgements Regarding Offer of Contract (Appendix D)** to the following address:

**Maria Coleman**  
**Director of Human Resources & General Administration**  
**Wilton Public Schools**  
**395 Danbury Road**  
**Wilton, CT 06897**

Any school district that receives information indicating a finding of abuse or neglect or sexual misconduct against a contractor's employee or that otherwise has knowledge of such a finding must determine whether such employee may work in a position involving direct student contact at any school under the school district's jurisdiction.

- No determination by a school district that a contractor's employee shall not work under contract in any position involving direct student contact shall constitute a breach of such contract.

Please feel free to contact me at [colemanm@wiltonps.org](mailto:colemanm@wiltonps.org) with any questions.

Sincerely,

**Maria Coleman**  
**Director of Human Resources and General Administration**

Enclosures

**STATE OF CONNECTICUT**  
**Contractor Verification**  
(in accordance with Public Act 16-67)

**Directions to Contractor:** Connecticut law requires that any contractor applying or bidding for a contract (including individuals who are independent contractors) with a local or regional board of education, a governing council of a state or local charter school, or interdistrict magnet school operator require any employee with the contractor who would be in a position involving direct student contact to supply the contractor with the information provided in this form. Information may be collected either through a written communication or telephonically.

In addition, pursuant to Connecticut General Statutes (C.G.S.) § 10-233c, the contractor is required to contact – either telephonically or through written communication – any current or former employer of an employee if such employer was a local or regional board of education, a governing council of a state or local charter school, or interdistrict magnet school operator or if the employment caused the employee to have contact with children, to request any information concerning whether there was a finding of abuse or neglect or sexual misconduct against the employee. If the contractor receives any information indicating such a finding, or otherwise has knowledge of such a condition, the contractor must immediately forward such information to any local or regional board of education with which the contractor is under contract.

**Directions to Employee of Contractor:** Pursuant to Connecticut state law, employees of a contractor who would be in a position involving direct student contact must supply all of the information provided in Section 2 of this form.

**Section 1 – To be completed by Contractor**

Name	
Street address	
City, State, Zip Code	
Contact person	
Telephone number/email address	

**Section 2 – To be completed by Employee of Contractor**

**Part A.** On a separate sheet of paper, please list the name, address and telephone number of each current or former employer, if such current or former employer was a local or regional board of education, a governing council of a state or local charter school, or interdistrict magnet school operator, or if such employment otherwise caused you to have contact with children.

**Part B.** Please complete the questions below in their entirety.

Have you ever:

Y    N

Been the subject of an abuse or neglect or sexual misconduct investigation by any employer, state agency or municipal police department (answer “no” if the investigation resulted in a finding that all allegations were unsubstantiated)?

Y    N

Been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect was pending or under investigation by the Department of Children and Families (the “department”), or an allegation of sexual misconduct was pending or under investigation or due to an allegation substantiated pursuant to section 17a-101g of abuse or neglect, or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Y    N

Had a professional or occupational license or certificate suspended or revoked or ever surrendered such a license or certificate while an allegation of abuse or neglect was pending or under investigation by the department or an investigation of sexual misconduct was pending or under investigation, or due to an allegation substantiated by the department of abuse or neglect or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

**Part C – Written Consent and Disclosure Authorization.** I hereby authorize the entities I have listed in Section 2 of this form to release to the entity listed in Section 1 of this form the information required to be released by my previous employer pursuant to (C.G.S.) § 10-222c along with any related records. I hereby consent to and authorize disclosure by the State Department of Education of the information requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67, and I hereby authorize the release by the State Department of Education of any related records. I further hereby release the above-named employer(s) and the State Department of Education from any and all liability of any kind that may arise from the disclosure or release of records requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**NOTES:**

The terms provided below are currently defined in state law as follows. Please note that statutes may be amended from time to time.

Sexual Misconduct means – “any verbal, nonverbal, written or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature and any other sexual, indecent or erotic contact with a student.” Connecticut General Statutes § 10-222c(k).

Abuse or neglect means – “abuse or neglect as described in Section 46b-120, and includes any violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a.” Connecticut General Statutes § 10-222c(k).

The Connecticut State Department of Education is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, marital status, national origin, ancestry, age, criminal record, political beliefs, genetic information, intellectual disability, past or present history of mental disability, learning disability, or physical disability, including, but not limited to, blindness or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws.



**STATE OF CONNECTICUT**  
**Educational Employer Verification**  
**(in accordance with Public Act 16-67)**

**Directions for School District/Entity Considering Applicant for Employment:** Each local or regional board of education, governing council of a state or local charter school or an interdistrict magnet school operator is required to obtain the information listed on this form from ALL current or former employer(s) of the applicant if such employer was a local or regional board of education, a governing council of a state or local charter school, an interdistrict magnet school operator or if the employment caused the applicant to have contact with children. Applicants are required under the law to provide a prospective employer with the name, address and telephone number of all current or former employers that meet the above criteria. Information may be collected either through a written communication or telephonically.

**Directions for Current/Previous Employer:** The applicant listed below is under consideration for a position with the school/district listed below in Section 2. The individual identified below has reported current/previous employment with your organization or contractual services with your organization in a position in which he/she had contact with children. As required by Connecticut General Statutes Section 10-222c, as amended by Public Act 16-67, please provide the information requested in Section 3. In accordance with the provisions of Public Act 16-67, you are required to respond to this request within five business days.

**Section 1 – To be completed by the Applicant**

Name of applicant	
Former name(s) (if applicable)	
Street address	
City, State, Zip Code	
Approximate dates of employment with employer listed in Section 3 of this form	
Position held with employer listed in Section 3 of this form	

**Section 2 – To be completed by the Prospective Employer**

Name of prospective employer	
Street address of prospective employer	
City, State, Zip Code	
Contact person	
Telephone number/email address	

**Section 3 – To be completed by the Current/Former Employer**

Name of employer	
Date of receipt of this notice	
Date of employment of above named applicant	
Contact person	
Telephone number/email address	

To your knowledge, has the Applicant ever:

Yes No Been the subject of an allegation of abuse or neglect or sexual misconduct for which there is an investigation currently pending with any current or prior employer, state agency or municipal police department or which has been substantiated?

Yes No Been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect or sexual misconduct was pending or under investigation, or due to a substantiation of abuse or neglect or sexual misconduct?

Yes No Had a professional or occupational license, certificate, authorization or permit suspended or revoked or ever surrendered such a license, certificate, authorization or permit while an allegation of abuse or neglect or sexual misconduct was pending or under investigation, or due to a substantiation of abuse or neglect or sexual misconduct?

\_\_\_\_\_  
Signature of Superintendent or HR Director

\_\_\_\_\_  
Date

Return all completed information to the Prospective Employer listed in Section 2 of this form.

**NOTES:**

The terms provided below are currently defined in state law as follows. Please note that statutes may be amended from time to time.

Sexual Misconduct – “any verbal, nonverbal, written or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature and any other sexual, indecent or erotic contact with a student.” Connecticut General Statutes § 10-222c(k).

Abuse or neglect – “abuse or neglect as described in Section 46b-120, and includes any violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a.” Connecticut General Statutes § 10-222c(k).

**APPENDIX C**

**[MODEL LETTER FOR CONTRACTOR TO REQUEST INFORMATION FROM  
FORMER EMPLOYER ABOUT CONTRACTOR'S EMPLOYEE]**

**[DATE]**

To Whom It May Concern:

**Waveny LifeCare Network is under contract with Wilton Board of Education** (the "school district"). As part of that contract, **[CONTRACTOR'S EMPLOYEE]** (the "applicant"), whom **Waveny LifeCare Network** employs, will be working in a position with the school district that will cause the applicant to have direct contact with students. Under Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68, applicants for such positions are required to identify each current or former employer of the applicant from the past twenty (20) years that was a school or that employed the applicant in a position involving contact with children. **Those employers are then required by Section 10-222c to provide any information concerning whether there was a finding of abuse or neglect or sexual misconduct against the applicant.**

As required by Section 10-222c, the applicant has provided **Wilton Public Schools** with a written authorization that consents to and authorizes disclosure by your organization of the information requested in the **State of Connecticut Educational Employer Verification form (enclosed herewith)** and the release of related records. The applicant also has released your organization from liability that may arise from such disclosure or release of related records. **A copy of the applicant's authorization and release is enclosed herewith.** In addition, Section 10-222c provides that any employer who supplies information about an applicant in accordance with statute will be immune from criminal and civil liability, provided the employer did not knowingly supply false information.

The applicant has identified your organization in accordance with Section 10-222c, and you must therefore provide the information requested in the enclosed **State of Connecticut Educational Employer Verification form. Please complete this form and return it to the following:**

**[CONTACT PERSON AND ADDRESS]**

Please feel free to contact me at **[EMAIL ADDRESS AND/OR TELEPHONE NUMBER]** with any questions.

Sincerely,

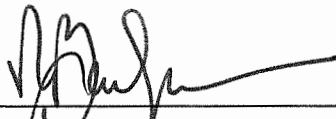
**[CONTRACTOR CONTACT PERSON]**

Enclosures

**APPENDIX D**

**CONTRACTOR ACKNOWLEDGEMENTS REGARDING  
EMPLOYEE BACKGROUND CHECKS**

1. I hereby confirm that I will comply with the “Directions to Contractor” set forth in the **State of Connecticut Contractor Verification form**, and that I will comply with the procedures described in the letter from **Maria Coleman** dated **July 1, 2021** regarding Section 10-222c of the Connecticut General Statutes, as amended by Public Acts 16-67 and 17-68.
  
2. I hereby confirm that any employee of **Waveny LifeCare Network** who would be in a position with the **Wilton Board of Education** involving direct student contact has completed Section 2 of the **State of Connecticut Contractor Verification form**, and signed and dated the form.
  
3. I hereby confirm that any employee of **Waveny LifeCare Network** who would be in a position with the **Wilton Board of Education** involving direct student contact has affirmed that such employee is not disqualified from employment with the **Wilton Board of Education**.
  
4. I hereby acknowledge and confirm that the duration of **Wilton Public Schools** contract with the **Wilton Board of Education** shall be for a period not to exceed ninety (90) days, pending a review by the **Wilton Board of Education** of any information forwarded by **Waveny LifeCare Network** to the **Wilton Board of Education** pursuant to Section 10-222c of the Connecticut General Statutes.

Signature  \_\_\_\_\_  
Date 9/14/2023



Book	Wilton Board of Education Policies and Regulations
Section	Series 5000: Students
Title	Policy: Student Records
Code	5125
Status	Active
Adopted	August 26, 1976
Last Revised	May 22, 2014

The Wilton Board of Education recognizes its obligation to comply with all state and federal laws and regulations regarding the confidentiality, access to, and amendment of education records. To that end, it shall be the policy of the Wilton Public Schools that eligible students and their parents or guardians shall have the right to access educational records pertaining to the student consistent with current state and federal law.

Education records shall be stored and maintained in such a manner to protect the confidentiality of student information and to prevent unauthorized disclosure and/or access to such records. Procedures shall be established for the retention of education records and periodic destruction of outdated or no longer useful information in accordance with applicable laws.

The Board authorizes the Superintendent and/or his/her designee to develop procedures in compliance with applicable state and federal law and/or regulations regarding the confidentiality, access to and amendment of education records. Such procedures shall include annual notice to parents of current students and eligible students of their rights with respect to educational records.

Legal                      Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g et seq 20 USC §1417 (c) USA Patriot Act of 2001, Pub. L. 107-56, No Child Left Behind Act of 2001, Pub. L.No. 107-110, 34 C.F.R. §99.1-99.67 (as amended), 34 C.F.R. §300.560- 300.576, Connecticut General Statutes §1-210 et seq; , Connecticut General Statutes §10-220h, Connecticut General Statutes §10-15b, Connecticut General Statutes §§10-76h, Connecticut Agency Regulations §10-76d-18

Office of the Public Records Administrator, Retention Schedule M8-Education Records, Revised 2/2005, available at <http://www.cslib.org/retschedules.htm>



**WILTON PUBLIC SCHOOLS**  
395 DANBURY ROAD  
WILTON, CT 06897



**Kevin Smith, Ph.D.**  
Superintendent  
of Schools

**Charles Smith, Ed.D.**  
Assistant Superintendent  
Curriculum and  
Instruction

**Andrea Leonardi**  
Assistant Superintendent  
Special Services

**Maria Coleman**  
Director  
Human Resources and  
General Administration

**Anne Kelly-Lenz**  
Director  
Financial Planning and  
Operations

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Appendix 4  
AGREEMENT  
**WILTON BOARD OF EDUCATION**  
And  
**Waveny LifeCare Network**

This Agreement (“Agreement”) is entered into on this — **day of \_\_\_\_\_** between the Wilton Board of Education (the “Board”) and **Waveny LifeCare Network** (“Contractor”) (collectively, the “Parties”) for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

**Article I. Definitions.** For purposes of this Agreement, “directory information,” “de-identified student information,” “personally-identifiable information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Public Act 16-189. “Education records” shall be defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

**Article II. Purpose of Agreement:** The Parties agree that the purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, “student data”), which student data may be provided to the Contractor in connection with Contractor’s provision of one or more of the following professional and non-instructional services (check those applicable):

- Medical consultation
- Special education consultation or audit
- Academic program consultation or audit (non-special education)
- Behavior intervention/Positive behavior intervention supports consultation or audit
- Information technology consultation or audit
- Student data storage, maintenance, collection and/or analysis
- Other (explain): \_\_\_\_\_

**Article III. General Provisions**

- A. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Contractor.
- B. The Board may request that the Contractor delete student data in the Contractor’s possession by sending such request to the Contractor by electronic mail. The Contractor

will delete the requested student data within two (2) business days of receiving such a request.

- C. The Contractor shall not use student data for any purposes other than those authorized in this Agreement, and may not use student data for any targeted advertising.
- D. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Wilton Public School Board's Confidentiality and Access to Education Records Policy.

**Article IV. Security and Confidentiality of Student Data.** The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:

- A. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
- B. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
- C. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

**Article V. Prohibited Uses of Student Data**

- A. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
- B. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content.
- C. During the entire effective period of this Agreement, the Board shall have control of any and all student data provided to or accessed by the Contractor. If a student, parent or guardian requests deletion of student data, the Contractor agrees to notify the Board immediately, but no later than two (2) business days after receiving such a request, and agrees to not delete such student data because it is controlled by the Board. The

contractor shall destroy any and all student data within a reasonable period of time if the Board requests the deletion of such student data.

- D. The Contractor shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, as determined by the Board.
- E. The Contractor shall not sell, rent or trade student data. In the event the Contractor merges or is purchased by another entity, the Contractor must notify the Board in writing and receive written approval from the Board prior to providing for any purpose any student data covered under this Agreement to its successor.

#### **Article VI. Data Breaches**

- A. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery (“Initial Notice”). The Initial Notice shall be delivered to the Board by electronic mail to **Fran Kompar, komparf@wiltonps.org** and shall include the following information, to the extent known at the time of notification:
  - 1. Date and time of the breach;
  - 2. Names of student(s) whose student data was released, disclosed or acquired;
  - 3. The nature and extent of the breach;
  - 4. The Contractor’s proposed plan to investigate and remediate the breach.
- B. Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- C. The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.
- D. Notwithstanding the breach notifications required in this Article, the Contractor shall provide the Board with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such



notice shall be provided to the Board by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in the Contractor's notice of breach to a student or parent or guardian of a student:

1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;
2. Date and time of the breach.

**Article VII. Choice of Law, Choice of Forum, Merger, Severability**

- A. Choice of Law.** The parties agree that this agreement and any disputes arising from or relating to this Agreement, including its formation and validity, shall be governed by the laws of the State of Connecticut.
- B. Choice of Forum.** The parties agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be settled in the State of Connecticut.
- C. Amendment.** This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- D. Severability.** A court finding of invalidity for any provision of this Agreement does not invalidate other provisions or applications that are not affected by the finding.


**This Agreement is effective upon execution by both parties and shall continue until further notice.**

Maria Coleman  
Director of Human Resources & General Administration  
Wilton Public Schools

\_\_\_\_\_  
Date

**Waveny LifeCare Network**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

Russell Barksdale  
\_\_\_\_\_  
Print Name

## APPENDIX 5



Book	Wilton Board of Education Policies and Regulations
Section	Series 5000: Students
Title	Policy: Reports of Suspected Abuse
Code	5141.4
Status	Active
Adopted	March 14, 1991
Last Revised	October 13, 2016

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 non accidental 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, non accidental 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.

### **Scope of Policy**

This policy applies not only to school employees who are required by law to report suspected child abuse and/or neglect, non accidental 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.

### **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 Wilton 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.

### **What Must Be Reported**

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:

- has been abused or neglected;
- has had non accidental physical injury, or injury which is at variance with the history given for such injury, inflicted upon him/her;
- is placed at imminent risk of serious harm; or

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:

- sexual assault in first degree;
- aggravated sexual assault in the first degree;
- sexual assault in the second degree;
- sexual assault in the third degree;
- sexual assault in the third degree with a firearm; or
- 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.

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.

### **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 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.

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.

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.

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.

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-136 form or any other form designated for that purpose.

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.

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).

### **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.

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 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.

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.

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.

Nothing in this policy shall be construed to preclude an employee reporting suspected child abuse, neglect or sexual assault by a school employee from reporting the same directly to the Commissioner of Children and Families.

### **Contents of Reports**

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

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

- the age of the child;
- the gender of the child;
- the nature and extent of the child's injury or injuries, maltreatment or neglect;
- the approximate date and time the injury or injuries, maltreatment or neglect occurred;
- information concerning any previous injury or injuries to, or maltreatment or neglect of the child or his/her siblings;
- the circumstances in which the injury or injuries, maltreatment or neglect came to be known to the reporter;
- the name of the person or persons suspected to be responsible for causing such injury or injuries, maltreatment or neglect;
- the reasons such person or persons are suspected of causing such injury or injuries, maltreatment or neglect;
- 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
- 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.

### **Investigation of the Report**

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.

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.

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.

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.

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 a Board 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 Wilton 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 Wilton Public Schools, pending the outcome of the investigation.

#### **Evidence of Abuse, Neglect or Sexual Assault by a School Employee**

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

(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.

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.

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.

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 hours after such termination or resignation.

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.

The Wilton 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.

#### **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 Wilton 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 Wilton Public Schools.

#### **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.

#### **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.

#### **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.

The Wilton 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.

#### **Non-Discrimination Policy/Prohibition Against Retaliation**

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.

#### **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.

#### **Training**

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.

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.

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.

#### **Records**

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.

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.

## 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.

Legal

Connecticut General Statutes: Section 10-151 Section 17a-101 et seq. Section 17a-103  
Section 53a-65 Public Act 15-205, "An Act Protecting School Children"

# REPORT OF SUSPECTED CHILD ABUSE OR NEGLECT

DCF-136  
05/2015 (Rev.)



Careline  
1-800-842-2288

Within forty-eight hours of making an oral report, a mandated reporter shall submit this form (DCF-136) to the relevant Area Office listed below  
See the reverse side of this form for a summary of Connecticut law concerning the protection of children.

Please Print or Type

Child's Name	<input type="checkbox"/> M <input type="checkbox"/> F	Age Or DOB	Race:	<input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Black/African American (not of Hispanic Origin)	<input type="checkbox"/> Hispanic <input type="checkbox"/> White (not of Hispanic origin) <input type="checkbox"/> Unknown <input type="checkbox"/> Other _____
Child's Address					
Name Of Parents Or Other Person Responsible For Child's Care			Address		Phone Number
Name Of Careline Worker To Whom Oral Report Was Made			Date Of Oral Report	Date And Time Of Suspected Abuse/Neglect	
Name Of Suspected Perpetrator, If Known			Address And Phone Number, If Known		Relationship To Child
Nature And Extent Of Injury(ies), Maltreatment Or Neglect					
Describe The Circumstances Under Which The Injury(ies), Maltreatment Or Neglect Came To Be Known					
Describe the Reasons Such Persons(s) Are Suspected of Causing Such Injuries, Maltreatment of Neglect					
Information Concerning Any Previous Injury(ies), Maltreatment Or Neglect Of The Child Or His/Her Siblings					
Information Concerning Any Prior Cases(s) In Which The Person(s) Have Been Suspected Of Causing An Injury(ies), Maltreatment Or Neglect Of A Child					
List Names And Ages Of Siblings, If Known					
What Action, If Any, Has Been Taken To Treat, Provide Shelter Or Otherwise Assist The Child?					

## REPORTER SECTION

Reporter's Name:	Reporter's Race	
Agency Name:	<input type="checkbox"/> American Indian or Alaskan Native	
Phone Number:	<input type="checkbox"/> Asian/Pacific Islander	
Agency Address:	<input type="checkbox"/> Black/African American (not of Hispanic Origin)	
City:	<input type="checkbox"/> Hispanic (any race)	
	<input type="checkbox"/> White (not of Hispanic origin)	
	<input type="checkbox"/> Prefer Not to Answer	
	<input type="checkbox"/> Other _____	
Reporter's Signature	Position	Date

WHITE COPY: TO DCF AREA OFFICE (see below)

IF YOU NEED ADDITIONAL SPACE, YOU MAY ATTACH MORE DOCUMENTATION

<b>Bridgeport</b> 100 Fairfield Avenue Bridgeport, CT 06604 203-384-5300 TDD: 203-384-5399 Fax: 203-384-5306	<b>Danbury</b> 131 West Street Danbury, CT 06810 203-207-5100 TDD: 203-748-8325 Fax: 203-207-5169	<b>Hartford</b> 250 Hamilton Street Hartford, CT 06106 860-418-8000 TDD: 800-315-4082 Fax: 860-418-8325	<b>Manchester</b> 364 West Middle Turnpike Manchester, CT 06040 860-533-3600 TDD: 800-315-4415 Fax: 860-533-3734	<b>Norwalk</b> 761 Main Avenue, I-Park Complex Norwalk, CT 06851 203-899-1400 TDD: 203-899-1491 Fax: 203-899-1463, 203-899-1464
<b>Meriden</b> One West Main Street Meriden CT 06451 203-238-8400 TDD: 203-238-8517 Fax: 203-238-6425	<b>Middletown</b> 2081 South Main Street Middletown, CT 06457 860-638-2100 TDD: 860-638-2195 Fax: 860-346-0098	<b>Milford</b> 38 Wellington Road Milford, CT 06461 203-306-5300 TDD: 203-306-5604 Fax: 203-306-5606	<b>New Britain</b> One Grove Street, 4th Floor New Britain, CT 06053 860-832-5200 TDD: 860-832-5370 Fax: 860-832-5491	<b>New Haven</b> One Long Wharf Drive New Haven, CT 06511 203-786-0500 TDD: 203-786-2599 Fax: 203-786-0660
<b>Norwich</b> Two Courthouse Square Norwich, CT 06360 860-886-2641 TDD: 860-885-2438 Fax: 860-887-3683	<b>Torrington</b> 62 Commercial Blvd Torrington, CT 06790 860-496-5700 TDD: 860-496-5798 Fax: 860-496-5834	<b>Waterbury</b> 395 West Main Street Waterbury, CT 06702 203-759-7000 TDD: 203-465-7329 Fax: 203-759-7295	<b>Willimantic</b> 322 Main Street Willimantic, CT 06226 860-450-2000 TDD: 860-456-6603 Fax: 860-450-1051	<b>Special Investigations Unit</b> 505 Hudson Street, 7th Floor Hartford, CT 06106 860-550-6696 FAX: 860-723-7237

## SUMMARY OF LEGAL REQUIREMENTS CONCERNING CHILD ABUSE/ NEGLECT

### PUBLIC POLICY OF THE STATE OF CONNECTICUT (C.G.S. §17a-101)

To protect children whose health and welfare may be adversely affected through injury and neglect; to strengthen the family and to make the home safe for children by enhancing the parental capacity for good child care; to provide a temporary or permanent nurturing and safe environment for children when necessary; and for these purposes to require the reporting of suspected child abuse or neglect, investigation of such reports by a social agency, and provision of services, where needed, to such child and family.

### WHO IS MANDATED TO REPORT CHILD ABUSE/NEGLECT?

Child Advocate and OCA Employees	Mental Health Professionals
Chiropractors Coaches and Directors of a Private Youth Sports, Organization or Team	Optometrists Persons Paid to Care for Children Persons who Provide Services to
Coaches and Athletic Directors of Youth Athletics Dental Hygienists Dentists	and have Regular Contact with Students Pharmacists
Department of Children and Families Employees Domestic Violence Counselors Office of Early Childhood Employees and Department of Public Health Employees who are Responsible for Licensing Day Cares and Camps	Physical Therapists Physician Assistants Podiatrists Police Officers Probation Officers (Juvenile or Adult)
Family Relations Counselors (Judicial Dept.) Family Rel. Counselor Trainees (Judicial Dept.) Family Services Supervisors (Judicial Dept.) Licensed Foster Parents Licensed Marital and Family Therapists Licensed or Unlicensed Interns at Any Hospital	Psychologists Public or Private Institution of Higher Education Administrators, Faculty, Staff, Athletic Directors, Athletic Coaches and Athletic Trainers Registered Nurses
Licensed or Unlicensed Resident Physicians Licensed Physicians	School Administrators School Coaches
Licensed Practical Nurses Licensed Professional Counselors Licensed Surgeons	School Guidance Counselors School Paraprofessionals School Superintendents
Licensed/Certified Alcohol and Drug Counselors Licensed/Certified Emergency Medical Services Providers Medical Examiners Members of the Clergy	School Teachers Sexual Assault Counselors Social Workers Substitute Teachers

### DO THOSE MANDATED TO REPORT INCUR LIABILITY?

No. Any person, institution or agency which, in good faith, makes or does not make a report, shall be immune from any civil or criminal liability provided such person did not perpetrate or cause such abuse or neglect.

### IS THERE A PENALTY FOR NOT REPORTING?

Yes. Any person required to report who fails to do so may be prosecuted for a Class A misdemeanor and may be required to participate in an educational and training program. Any person who intentionally and unreasonably interferes with or prevents a report may be prosecuted for a Class D felony.

### IS THERE A PENALTY FOR MAKING A FALSE REPORT?

Yes. Any person who knowingly makes a false report of child abuse or neglect may be fined not more than \$2,000 or imprisoned for not more than one year or both. The identity of such person shall be disclosed to the appropriate law enforcement agency and to the alleged perpetrator of the abuse.

### WHAT ARE THE REPORTING REQUIREMENTS?

- An oral report shall be made by a mandated reporter by telephone or in person to the DCF Careline or to a law enforcement agency as soon as practicable, but not later than 12 hours after the mandated reporter has reasonable cause to suspect or believe that a child has been abused or neglected or placed in imminent risk of serious harm. If a law enforcement agency receives an oral report, it shall immediately notify Careline. Oral reports to the Careline shall be recorded.
- Within 48 hours of making an oral report, a mandated reporter shall submit a written report to the DCF Careline on the DCF-136, "Report of Suspected Child Abuse or Neglect."
- When a mandated reporter is a member of the staff of a public or private institution or facility that provides care for children or a public or private school, the reporter shall also submit a copy of the written report to the person in charge of such institution, school or facility or the person's designee.

## DEFINITIONS OF ABUSE AND NEGLECT

**Abused Child:** Any child who has a non-accidental physical injury, or injuries which are at variance with the history given of such injuries, or 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.

**Neglected Child:** Any child who has been abandoned or is being denied proper care and attention, physically, educationally, emotionally, or morally or is being permitted to live under conditions, circumstances or associations injurious to his or her well-being.

**Exception:** The treatment of any child by an accredited Christian Science practitioner shall not by itself constitute neglect or maltreatment.

**CHILD UNDER AGE 13 WITH VENEREAL DISEASE:** A physician or facility must report to Careline upon the consultation, examination or treatment for venereal disease of any child who has not reached his or her 13<sup>th</sup> birthday.

### DO PRIVATE CITIZENS HAVE A RESPONSIBILITY FOR REPORTING?

Yes. Any person having reasonable cause to suspect or believe that any child under the age

of 18 is in danger of being abused or has been abused or neglected may cause a written or oral report to be made to the Careline or a law enforcement agency. Any person making the report in good faith is immune from any liability, civil or criminal. However, the person is subject to the penalty for making a false claim.

### WHAT IS THE AUTHORITY AND RESPONSIBILITY OF THE DEPARTMENT OF CHILDREN AND FAMILIES (DCF)?

All child protective services in Connecticut are the responsibility of the Department of Children and Families.

Upon the receipt of a report of child abuse or neglect, the Careline shall cause the report to be

classified, evaluated immediately and forwarded to the appropriate Area Office for the commencement of an investigation or for the provision of services within timelines specified by

statute and policy.

If an investigation produces evidence of child abuse or neglect, DCF shall take such measures

**DCF CHILD ABUSE AND NEGLECT CARELINE: 1-800-842-2288**

**STATUTORY REFERENCES: C.G.S. 17a-28, §17a-101 et seq.; §46b-120**

as it deems necessary to protect the child, and any other children similarly situated, including, but not limited to, immediate notification to the appropriate law enforcement agency, and the removal of the child from his or her home with or without the parents' consent consistent with state law.

If DCF has probable cause to believe that the child or any other child in the household is at imminent risk of physical harm from the surroundings, and that immediate removal from such surroundings is necessary to ensure the child's safety, the Commissioner or designee shall authorize any employee of DCF or any law enforcement officer to remove the child and any other child similarly situated from such surroundings without the consent of the child's parent or guardian. The removal of a child shall not exceed 96 hours. If the child is not returned home within such 96-hour period, with or without protective services, DCF shall file a motion for temporary custody with the Superior Court for Juvenile Matters.

#### **WHAT MEANS ARE AVAILABLE FOR REMOVING A CHILD FROM HIS OR HER HOME?**

- 96-Hour hold by the Commissioner of DCF or designee (see above).
- 96-Hour hold by a physician – Any physician examining a child with respect to whom abuse or neglect is suspected shall have the right to keep such child in the custody of a hospital for no longer than 96 hours in order to perform diagnostic tests and procedures necessary to the detection of child abuse or neglect and to provide necessary medical care with or without the consent of such child's parents or guardian or other person responsible for the child's care, provided the physician has made reasonable attempts to  
(1) advise such child's parents or guardian or other person responsible for the child's care that the physician suspects the child has been abused or neglected, and (2) obtain consent of such child's parents or guardian or other person responsible for the child's care. In addition, such physician may take or cause to be taken photographs of the area of trauma visible on a child who is the subject of such report without the consent of such child's parent's or guardian or other person responsible for the child's care. All such photographs or copies thereof shall be sent to the local police department and the Department of Children and Families.
- Bench order of temporary custody – Whenever any person is arrested and charged with an offense under Section 53-20 or 53-21 or under Part V, VI, or VII of Chapter 952, as amended, the victim of which offense was a minor residing with the defendant, any judge of the Superior Court may, if it appears that the child's condition or circumstances surrounding the case so require, issue an order to the Commissioner of the Department of Children and Families to assume immediate custody of such child and, if the circumstances so require, any other children residing with the defendant and to proceed thereon as in other cases.

#### **WHAT IS THE CENTRAL REGISTRY OF PERPETRATORS OF ABUSE OR NEGLECT?**

The Department of Children and Families maintains a registry of persons who have been substantiated as responsible for child abuse or neglect and pose a risk to the health safety or well-being of children. The Central Registry is available on a 24-hour daily basis to prevent or discover child abuse of children.

## APPENDIX 6



Book	Wilton Board of Education Policies and Regulations
Section	Series 5000: Students
Title	Policy: Bullying Prevention and Intervention
Code	5131.911
Status	Active
Adopted	January 2, 2003
Last Revised	April 23, 2015
Last Reviewed	April 23, 2015

The Wilton Board of Education is committed to creating and maintaining an educational environment that is physically, emotionally, and intellectually safe and thus free from bullying, cyberbullying, teen dating violence, harassment and discrimination. In accordance with state law and the Board's Safe School Climate Plan, the Board expressly prohibits any form of bullying behavior on school grounds; at a school-sponsored or school-related activity, function or program, whether on or off school grounds; at a school bus stop; on a school bus or other vehicle owned, leased or used by a local or regional board of education; or through the use of an electronic device or an electronic mobile device owned, leased or used by the Board.

The Board also prohibits any form of bullying behavior or teen dating violence outside of the school setting if such bullying (i) creates a hostile environment at school for the student against whom such bullying was directed, (ii) infringes on the rights of the student against whom such bullying was directed at school, or (iii) substantially disrupts the education process or the orderly operation of a school. Discrimination and/or retaliation against an individual who reports or assists in the investigation of an act of bullying are likewise prohibited.

Students who engage in bullying behavior or teen dating violence shall be subject to school discipline, up to and including expulsion, in accordance with the Board's policies on student discipline, suspension and expulsion, and consistent with state and federal law.

For purposes of this policy, "**Bullying**" shall mean the repeated use by one or more students of a written, verbal, or electronic communication, such as cyberbullying, directed at or referring to another student attending school in the same school district, or a physical act or gesture by one or more students repeatedly directed at another student attending school in the same school district that:

1. causes physical or emotional harm to such student or damage to such student's property;
2. places such student in reasonable fear of harm to himself or herself, or of damage to his or her property;
3. creates a hostile environment at school for such student;
4. infringes on the rights of the student at school; or
5. substantially disrupts the education process or the orderly operation of a school.

Bullying shall include, but not be limited to, a written, verbal or electronic communication or physical act or gesture based on any actual or perceived differentiating characteristics, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, socioeconomic status, academic status, physical appearance, or mental, physical, developmental or sensory disability, or by association with an individual or group who has or is perceived to have one or more of such characteristics.

For purposes of this policy, "**Cyberbullying**" means any act of bullying through the use of the Internet, interactive and digital technologies, cellular mobile telephone or other mobile electronic devices or any electronic communications.

For purposes of this policy "**Teen dating violence**" means any act of physical, emotional or sexual abuse, including stalking, harassing and threatening that occurs between two students who are currently in or have recently been in a dating or non-platonic relationship.

Consistent with the requirements under state law, the Board authorizes the Superintendent, or his/her designee, along with the Safe School Climate Coordinator, to be responsible for developing and implementing a Safe School Climate Plan in furtherance of this policy. As provided by state law, such Safe School Climate Plan shall include, but not be limited to provisions which:

1. enable students to anonymously report acts of bullying or teen dating violence to any school employee and require students and the parents or guardians of students to be notified annually of the process by which they may make such anonymous reports;
2. enable the parents or guardians of students to file written reports of suspected bullying or teen dating violence;
3. require school employees who witness acts of bullying or teen dating violence or receive student reports of bullying or teen dating violence to orally notify the safe school climate specialist, or another school administrator if the safe school climate specialist is unavailable, not later than one school day after such school employee witnesses or receives a report of bullying, and to file a written report not later than two school days after making such oral report;
4. require the safe school climate specialist to investigate or supervise the investigation of all reports of bullying or teen dating violence and ensure that such investigation is completed promptly after receipt of any written reports made under this section;
5. require the safe school climate specialist to review any anonymous reports, except that no disciplinary action shall be taken solely on the basis of an anonymous report;
6. include a prevention and intervention strategy for school employees to deal with bullying;
7. provide for the inclusion of language in student codes of conduct concerning bullying;
8. require each school to notify the parents or guardians of students who commit any verified acts of bullying or teen dating violence and the parents or guardians of students against whom such acts were directed not later than forty-eight hours after the completion of the investigation;
9. require each school to invite the parents or guardians of a student who commits any verified act of bullying or teen dating violence and the parents or guardians of the student against whom such act was directed to a meeting to communicate to such parents or guardians the measures being taken by the school to ensure the safety of the student against whom such act was directed and to prevent further acts of bullying;
10. establish a procedure for each school to document and maintain records relating to reports and investigations of bullying or teen dating violence in such school and to maintain a list of the number of verified acts of bullying or teen dating violence in such school and make such list available for public inspection, and annually report such number to the Department of Education and in such manner as prescribed by the Commissioner of Education;
11. direct the development of case-by-case interventions for addressing repeated incidents of bullying against a single individual or recurrently perpetrated bullying incidents by the same individual that may include both counseling and discipline;
12. prohibit discrimination and retaliation against an individual who reports or assists in the investigation of an act of bullying or teen dating violence;
13. direct the development of student safety support plans for students against whom an act of bullying or teen dating violence was directed that address safety measures the school will take to protect such students against further acts of bullying or teen dating violence;
14. require the principal of a school, or the principal's designee, to notify the appropriate local law enforcement agency when such principal, or the principal's designee, believes that any acts of bullying or teen dating violence constitute criminal conduct;
15. prohibit bullying or teen dating violence (A) on school grounds, at a school-sponsored or school-related activity, function or program whether on or off school grounds, at a school bus stop, on a school bus or other vehicle owned, leased or used by a local or regional board of education, or through the use of an electronic device or an electronic mobile device owned, leased or used by the local or regional board of education, and (B) outside of the school setting if such bullying (i) creates a hostile environment at school for the student against whom such bullying was directed, (ii) infringes on the rights of the student against whom such bullying was directed at school, or (iii) substantially disrupts the education process or the orderly operation of a school;
16. require, at the beginning of each school year, each school to provide all school employees with a written or electronic copy of the school district's safe school climate plan; and
17. require that all school employees annually complete the training described in Conn. Gen. Stat. §10-220a.

The notification required pursuant to subdivision (8) (above) and the invitation required pursuant to subdivision (9) (above) shall include a description of the response of school employees to such acts and any consequences that may result from the commission of further acts of bullying or teen dating violence. Any information provided under this policy or accompanying Safe School Climate Plan shall be provided in accordance with the confidentiality restrictions imposed under the Family Educational Rights Privacy Act ("FERPA") and the district's Confidentiality and Access to Student Information policy and regulations.

The Wilton Board of Education shall approve the Safe School Climate Plan developed pursuant to this policy and submit such plan to the Department of Education. Not later than thirty (30) calendar days after approval by the Board, the Board shall make such plan available on the Board's and each individual school in the school district's web site and ensure that the Safe School Climate Plan is included in the school district's publication of the rules, procedures and standards of conduct for schools and in all student handbooks.

Legal

Public Act 13-3, "An Act Concerning Gun Prevention Violence and Children's Safety" Conn. Gen. Stat. § 10-222d Policy on bullying behavior as amended by PA 08-160, PA 11-232 and PA 14-172 PA 06-115 An Act Concerning Bullying Policies in Schools and Notices Sent to Parents or Legal Guardians. PA 11-232 An Act Concerning the Strengthening of School Bullying Laws Conn. Gen. Stat. §§ 10-233a through 10-233f Connecticut State Department of Education Circular Letter C-8, Series 2008-2009 (March 16, 2009)

Cross References

Policy & Regulation 6150, Computer System Acceptable Use



Book	Wilton Board of Education Policies and Regulations
Section	Series 5000: Students
Title	Regulation: Bullying Prevention and Intervention - Safe School Climate Plan
Code	5131.911
Status	Active
Adopted	April 7, 2004
Last Revised	March 10, 2016

The Wilton School District and the Board of Education are committed to creating and maintaining a physically, emotionally, and intellectually safe educational environment free from bullying, cyberbullying, harassment, discrimination, and teen dating violence. In order to foster an atmosphere conducive to learning, the Board has developed the following Safe School Climate Plan, consistent with state law and Board Policy. This Plan represents a comprehensive approach to addressing bullying and cyberbullying. The goal is the establishment of a positive school climate in which norms, values, and expectations make students and adults feel socially, emotionally, intellectually and physically safe. This commitment is an integral part of our comprehensive efforts to promote learning and to prevent and eliminate all forms of bullying and teen dating violence and other harmful and disruptive behavior that can impede the learning process. The District expects that all members of the school community will treat each other in a civil manner and with respect for differences.

Bullying behavior is strictly prohibited, and students who are determined to have engaged in such behavior are subject to disciplinary action, which may include suspension or expulsion from school. The district's commitment to addressing bullying behavior, however, involves a multi-faceted approach, which includes education and the promotion of a positive school climate in which bullying will not be tolerated by students or school staff.

#### Prohibition Against Bullying and Retaliation

The Board expressly prohibits any form of bullying behavior and teen dating violence on school grounds; at a school-sponsored or school-related activity, function or program whether on or off school grounds; at a school bus stop; on a school bus or other vehicle owned, leased or used by a local or regional board of education; or through the use of an electronic device or an electronic mobile device owned, leased or used by the Board of Education.

The Board also prohibits any form of bullying behavior and teen dating violence outside of the school setting if such bullying or teen dating violence (i) creates a hostile environment at school for the student against whom such bullying was directed, (ii) infringes on the rights of the student against whom such bullying was directed at school, or (iii) substantially disrupts the education process or the orderly operation of school;

- In addition to prohibiting student acts which constitute bullying or teen dating violence, the Board also prohibits discrimination and/or retaliation against an individual who reports or assists in the investigation of an act of bullying.
- Students who engage in bullying behavior or teen dating violence in violation of Board Policy and the Safe School Climate Plan shall be subject to school discipline, up to and including expulsion, in accordance with the Board's policies on student discipline, suspension and expulsion, and consistent with state and federal law.

## II. Definition of Bullying



Bullying" means the repeated use by one or more students of written, verbal, or electronic communication, such as cyberbullying, directed at or referring to another student attending school in the same district, or a physical act or gesture by one or more students repeatedly directed at another student attending school in the same school district, that:

- causes physical or emotional harm to such student or damage to such student's property;
- places such student in reasonable fear of harm to himself or herself, or of damage to his or her property;
- creates a hostile environment at school for such student;
- infringes on the rights of such student at school; or
- substantially disrupts the education process or the orderly operation of a school.

Bullying shall include, but not be limited to, a written, verbal or electronic communication or physical act or gesture based on any actual or perceived differentiating characteristics, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, socioeconomic status, academic status, physical appearance, or mental, physical, developmental or sensory disability, or by association with an individual or group who has or is perceived to have one or more of such characteristics.

#### Other Definitions

"Cyberbullying" means any act of bullying through the use of the Internet, interactive and digital technologies, cellular mobile telephone or other mobile electronic devices or any electronic communications;

"Teen dating violence" means any act of physical, emotional or sexual abuse, including stalking, harassing and threatening that occurs between two students who are currently in or have recently been in a dating relationship;

"Electronic communication" means any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectronic or photo-optical system;

"Hostile environment" means a situation in which bullying among students is sufficiently severe or pervasive to alter the conditions of the school climate;

"Mobile electronic device" means any hand-held or other portable electronic equipment capable of providing data communication between two or more individuals, including, but not limited to, a text messaging device, a paging device, a personal digital assistant, a laptop computer, equipment that is capable of playing a video game or a digital videodisc, or equipment on which digital images are taken or transmitted;

"Outside of the school setting" means at a location, activity or program that is not school related, or through the use of an electronic device or a mobile electronic device that is not owned, leased or used by a local or regional board of education;

"Prevention and intervention strategy" may include, but is not limited to, (1) implementation of a positive behavioral interventions and supports process or another evidence-based model approach for safe school climate or for the prevention of bullying identified by the Department of Education, (2) school rules prohibiting bullying, harassment and intimidation and establishing appropriate consequences for those who engage in such acts, (3) adequate adult supervision of outdoor areas, hallways, the lunchroom and other specific areas where bullying is likely to occur, (4) inclusion of grade-appropriate bullying education and prevention curricula in kindergarten through high school, (5) individual interventions with the bully, parents and school employees, and interventions with the bullied child, parents and school employees, (6) school-wide training related to safe school climate, (7) student peer training, education and support, and (8) promotion of parent involvement in bullying prevention through individual or team participation in meetings, trainings and individual interventions.

"School climate" means the quality and character of school life with a particular focus on the quality of the relationships within the school community between and among students and adults.

"School employee" means (1) a teacher, substitute teacher, school administrator, school superintendent, guidance counselor, psychologist, social worker, nurse, physician, school paraprofessional or coach employed by a local or regional board of education or working in a public elementary, middle or high school; or (2) any other individual 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 a public elementary, middle or high school, pursuant to a contract with the local or regional board of education.

"School-Sponsored Activity" shall mean any activity conducted on or off school property (including school buses and other school-related vehicles) that is sponsored, recognized or authorized by the Board of Education.

#### IV. Leadership and Administrative Responsibilities

##### Safe School Climate Coordinator

The Superintendent shall appoint, from existing school district staff, a District Safe School Climate Coordinator ("Coordinator"). The Coordinator shall:  
be responsible for implementing the district's Safe School Climate Plan ("Plan");

collaborate with Safe School Climate Specialists, the Board, and the Superintendent to prevent, identify and respond to bullying in district schools;

provide data and information, in collaboration with the Superintendent, to the Department of Education regarding bullying;

meet with Safe School Climate Specialists at least twice during the school year to discuss issues relating to bullying in the school district and to make recommendations concerning amendments to the district's Plan. 4 5131.2-R Bullying Prevention

##### Safe School Climate Specialist

The principal of each school (or principal's designee) shall serve as the Safe School Climate Specialist. The Safe School Climate Specialist shall investigate or supervise the investigation of reported acts of bullying and act as the primary school official responsible for preventing, identifying and responding to reports of bullying in the school.

#### V. Development and Review of Safe School Climate Plan

For the school year commencing July 1, 2012 and each school year thereafter, the Principal of each school shall establish a committee or designate at least one existing committee ("Committee") in the school to be responsible for developing and fostering a safe school climate and addressing issues relating to bullying and teen dating violence in the school. Such committee shall include at least one parent/guardian of a student enrolled in the school, as appointed by the school principal.

The Committee shall: 1) receive copies of completed reports following bullying investigations; 2) identify and address patterns of bullying among students in the school; 3) Implement the provisions of the school security and safety plan regarding the collection, evaluation and reporting of information relating to instances of disturbing or threatening behavior that may not meet the definition of bullying (defined in Connecticut General Statutes 10-222d) and report such information, as necessary, to the District Safe School Climate Coordinator and to the schools' security and safety committee; 4) review and amend school policies relating to bullying; 5) review and make recommendations to the Coordinator regarding the Safe School Climate Plan based on issues and experiences specific to the school; 6) educate students, school employees and parents/guardians on issues relating to bullying; 7) collaborate with the Coordinator in the collection of data regarding bullying; and 8) perform any other duties as determined by the Principal that are related to the prevention, identification and response to school bullying.

Any parent/guardian serving as a member of the Committee shall not participate in any activities which may compromise the confidentiality of any student, including, but not limited to receiving copies of investigation reports, or identifying or addressing patterns of bullying among students in the school.

The Board of Education shall approve the Safe School Climate Plan developed pursuant to Board policy and submit such plan to the Department of Education. Not later than thirty (30) calendar days after approval by the Board, the Board shall make such plan available on the Board's and each individual school in the school district's web site and ensure that the Safe School Climate Plan is included in the school district's publication of the rules, procedures and standards of conduct for schools and in all student handbooks.

#### VI. Procedures for Reporting and Investigating Complaints of Bullying

Students and parents (or guardians of students) may file written reports of bullying. Written reports of bullying or teen dating violence shall be reasonably specific as to the basis for the report, including the time and place of the alleged conduct, the number of incidents, the target of the suspected bullying, and the names of potential witnesses. Such reports may be filed with any building administrator and/or the Safe School Climate Specialist (i.e. building principal), and all reports shall be forwarded to the Safe School Climate Specialist for review and actions consistent with this Plan.

Students may make anonymous reports of bullying or teen dating violence to any school employee. Students may also request anonymity when making a report, even if the student's identity is known to the school employee. In cases where a student requests anonymity, the Safe School Climate Specialist or his/her designee shall meet with the

student (if the student's identity is known) to review the request for anonymity and discuss the impact that maintaining the anonymity of the complainant may have on the investigation and on any possible remedial action. All anonymous complaints shall be reviewed and reasonable action will be taken to address the situation, to the extent such action may be taken that does not disclose the source of the complaint, and is consistent with the due process rights of the student(s) alleged to have committed acts of bullying. No disciplinary action shall be taken solely on the basis of an anonymous complaint.

School employees who witness acts of bullying or receive reports of bullying or teen dating violence shall orally notify the Safe School Climate Specialist or another school administrator if the Safe School Climate Specialist is unavailable, not later than one (1) school day after such school employee witnesses or receives a report of bullying. The school employee shall then file a written report not later than two (2) school days after making such verbal report.

The Safe School Climate Specialist shall be responsible for reviewing any anonymous reports of bullying or teen dating violence and shall investigate or supervise the investigation of all reports of bullying or teen dating violence and ensure that such investigation is completed promptly after receipt of any written reports. The parents or guardians of the student alleged to have committed an act or acts of bullying or teen dating violence, and the parents or guardians of the student against whom such alleged act or acts were directed, are to receive prompt notice such investigation has commenced. In order to allow the district to adequately investigate complaints filed by a student or parent/guardian, the parent of the student suspected of being bullied or being a victim of teen dating violence should be asked to provide consent to permit the release of that student's name in connection with the investigation process, unless the student and/or parent has requested anonymity.

In investigating reports of bullying or teen dating violence, the Safe School Climate Specialist or designee will consider all available information known, including the nature of the allegations and the ages of the students involved. The Safe School Climate Specialist will interview witnesses, as necessary, reminding the alleged perpetrator and other parties that retaliation is strictly prohibited and will result in disciplinary action.

## VII. Responding to Verified Acts of Bullying

Following investigation, if acts of bullying or teen dating violence are verified, the Safe School Climate Specialist or designee shall notify the parents or guardians of the students against whom such acts were directed as well as the parents or guardians of the students who commit such acts of bullying or teen dating violence of the finding not later than forty-eight hours after the investigation is completed. This notification shall include a description of the school's response to the acts of bullying or teen dating violence. The notification required pursuant to subdivision (7) of this section shall include a description of the response of school staff to such acts and any consequences that may result from the commission of further acts of bullying. In providing such notification, however, care must be taken to respect the statutory privacy rights of other students, including the perpetrator of such bullying or teen dating violence. The specific disciplinary consequences imposed on the perpetrator, or personally identifiable information about a student other than the parent/guardian's own child, may not be disclosed except as provided by law.

In any instance in which bullying or teen dating violence is verified, the Safe School Climate Specialist or designee shall also invite the parents or guardians of the student who commits any verified act of bullying or teen dating violence and the parents or guardian of the student against whom such act was directed to a meeting to discuss the specific interventions being taken by the school to ensure the safety of the student/victim and to prevent further acts of bullying or teen dating violence. The invitation may be made simultaneous with the notification described above in Section VII.A. The purpose of the meeting is to communicate to parents/guardians the measures being taken by the school to ensure the safety of the student involved and to prevent further acts of bullying or teen dating violence. Normally, separate meetings shall be held with the respective parents; however, at the discretion of the Safe School Climate Specialist and with written consent of the parents/guardians involved, the meeting(s) may be held jointly.

If bullying or teen dating violence is verified, the Safe School Climate Specialist or designee shall develop a student safety support plan for any student against whom an act of bullying or teen dating violence was directed. Such support plan will include safety measures to protect against further acts of bullying or teen dating violence.

A specific written intervention plan shall be developed to address repeated incidents of bullying or teen dating violence against a single individual or recurrently perpetrated bullying or teen dating violence incidents by the same individual. The written intervention plan may include counseling, discipline and other appropriate remedial actions as determined by the Safe School Climate Specialist or designee, and may also incorporate a student safety support plan, as appropriate.

### Notice to Law Enforcement

If the Principal of a school (or his/her designee) reasonably believes that any act of bullying or teen dating violence constitutes a criminal offense, he/she shall notify appropriate law enforcement. Notice shall be consistent with the Board's obligations under state and federal law and Board policy regarding the disclosure of personally identifiable

student information. In making this determination, the Principal or his/her designee, may consult with the school resource officer, if any, and other individuals the principal or designee deems appropriate.

If a bullying or teen dating violence complaint raises a concern about discrimination or harassment on the basis of legally protected classifications such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, socioeconomic status, academic status, physical appearance, or mental, physical, developmental or sensory disability, or by association with an individual or group who has or is perceived to have one or more of such characteristics), the Safe School Climate Specialist or designee shall also coordinate any investigation with other appropriate personnel within the district as appropriate (e.g. Title IX Coordinator, Section 504 Coordinator etc.) so as to ensure that any such bullying or teen dating violence investigation complies with the requirements of such policies regarding nondiscrimination.

#### VIII. Documentation and Maintenance of Log

Each school shall maintain written complaints of bullying or teen dating violence, along with supporting documentation received and/or created as a result of bullying or teen dating violence investigations, consistent with the Board's obligations under state and federal law. Any educational record containing personally identifiable student information pertaining to an individual student shall be maintained in a confidential manner, and shall not be disclosed to third parties without prior written consent of a parent, guardian or eligible student, except as permitted under Board policy and state and federal law.

The Principal of each school shall maintain a list of the number of verified acts of bullying or teen dating violence in the school and this list shall be available for public inspection upon request. Consistent with district obligations under state and federal law regarding student privacy, the log shall not contain any personally identifiable student information, or any information that alone or in combination would allow reasonable person in the school community to identify the students involved. Accordingly, the log should be limited to basic information such as the number of verified acts, name of school and/or grade level and relevant date. Given that any determination of bullying or teen dating violence involves repeated acts, each investigation that results in a verified act of bullying or teen dating violence for that school year shall be tallied as one verified act of bullying or teen dating violence unless the specific actions that are the subject of each report involve separate and distinct acts of bullying or teen dating violence. The list shall be limited to the number of verified acts of bullying or teen dating violence in each school and shall not set out the particulars of each verified act, including, but not limited to any personally identifiable student information, which is confidential information by law.

The Principal of each school shall report the number of verified acts of bullying or teen dating violence in the school annually to the Department of Education in such manner as prescribed by the Commissioner of Education.

#### IX. Other Prevention and Intervention Strategies

Bullying behavior and teen dating violence can take many forms and can vary dramatically in the nature of the offense and the impact the behavior may have on the victim and other students. Accordingly, there is no one prescribed response to verified acts of bullying or teen dating violence. While conduct that rises to the level of "bullying" or "teen dating violence", as defined above, will generally warrant traditional disciplinary action against the perpetrator of such bullying or teen dating violence, whether and to what extent to impose disciplinary action (e.g., detention, in-school suspension, suspension or expulsion) is a matter for the professional discretion of the building principal (or responsible program administrator or his/her designee). No disciplinary action may be taken solely on the basis of an anonymous complaint. As discussed below, schools may also consider appropriate alternative to traditional disciplinary sanctions, including age-appropriate consequences and other restorative or remedial interventions.

A specific written intervention plan shall be developed to address repeated incidents of bullying or teen dating violence against a single individual or recurrently perpetrated bullying or teen dating violence incidents by the same individual. This plan may include safety provisions, as described above, for students against whom acts of bullying or teen dating violence have been verified and may include other interventions such as counseling, discipline, and other appropriate remedial or restorative actions as determined by the responsible administrator.

The following sets forth possible interventions which may also be utilized to enforce the Board's prohibition against bullying or teen dating violence:

##### Non-disciplinary interventions

When verified acts of bullying or teen dating violence are identified early and/or when such verified acts of bullying or teen dating violence do not reasonably require a disciplinary response, students may be counseled as to the definition of bullying or teen dating violence, its prohibition, and their duty to avoid any conduct that could be considered bullying or teen dating violence. Students may also be subject to other forms of restorative discipline or remedial actions, appropriate to the age of the students and nature of the behavior.

If a complaint arises out of conflict between students or groups of students, peer or other forms of mediation may be considered. Special care, however, is warranted in referring such cases to peer mediation. A power imbalance may make the process intimidating for the victim and therefore inappropriate. In such cases, the victim should be given additional support. Alternatively, peer mediation may be deemed inappropriate to address the concern.

#### Disciplinary interventions

When acts of bullying or teen dating violence are verified and a disciplinary response is warranted, students are subject to the full range of disciplinary consequences. Anonymous complaints, however, shall not be the basis for disciplinary action.

In-school suspension and suspension may be imposed only after informing the accused perpetrator of the reasons for the proposed suspension and giving him/her an opportunity to explain the situation, in accordance with the Board's Student Discipline policy.

Expulsion may be imposed only after a hearing before the Board of Education, a committee of the Board or an impartial hearing officer designated by the Board of Education in accordance with the Board's Student Discipline policy. This consequence shall normally be reserved for serious incidents of bullying or teen dating violence and/or when past interventions have not been successful in eliminating bullying behavior.

#### Interventions for bullied students or victims of teen dating violence

The building principal (or other responsible program administrator) or his/her designee shall intervene in order to address incidents of bullying or teen dating violence against a single individual. Intervention strategies for a bullied student or victim of teen dating violence may include the following:

Counseling;

Increased supervision and monitoring of student to observe and intervene in bullying or teen dating violence situations;

Encouragement of student to seek help when victimized or witnessing victimization;

Peer mediation or other forms of mediation, where appropriate;

Student Safety Support plan; and

Restitution and/or restorative interventions.

#### General Prevention and Intervention Strategies

In addition to the prompt investigation of complaints of bullying or teen dating violence and direct intervention when acts of bullying or teen dating violence are verified, other district actions may ameliorate potential problems with bullying in school or at school-sponsored activities. While no specific action is required, and school needs for specific prevention and intervention strategies may vary from time to time, the following list of potential prevention and intervention strategies shall serve as a resource for administrators, teachers and other professional employees in each school. Such prevention and intervention strategies may include, but are not limited to:

School rules prohibiting bullying or teen dating violence, harassment and intimidation and establishing appropriate consequences for those who engage in such acts;

Adequate adult supervision of outdoor areas, hallways, the lunchroom and other specific areas where bullying is likely to occur;

Inclusion of grade-appropriate bullying or teen dating violence education and prevention curricula in kindergarten through high school, which may include instruction regarding building safe and positive school communities including developing healthy relationships and preventing dating violence as deemed appropriate for older students;

Individual interventions with the perpetrator, parents and school employees, and interventions with the bullied student or victim of teen dating violence, parents and school employees;

- School-wide training related to safe school climate, which training may include Title IX/Sexual harassment training, Section 504/ADA Training, cultural diversity/multicultural education or other training in federal and state civil rights legislation or other topics relevant to safe school climate;
- Student peer training, education and support; and
- Promotion of parent involvement in bullying or teen dating violence prevention through individual or team participation in meetings, trainings and individual interventions;

- Implementation of a positive behavioral interventions and supports process or another evidence-based model approach for safe school climate or for the prevention of bullying or teen dating violence, including any such program identified by the Department of Education;
- Respectful responses to bullying or teen dating violence concerns raised by students, parents or staff;
- Planned professional development programs addressing prevention and intervention strategies, which training may include school violence prevention, conflict resolution and prevention of bullying or teen dating violence, with a focus in evidence based practices concerning same;
- Use of peers to help ameliorate the plight of victims and include them in group activities;
- Avoidance of sex-role stereotyping;
- Continuing awareness and involvement on the part of school employees and parents with regards to prevention and intervention strategies;
- Modeling by teachers of positive, respectful, and supportive behavior toward students;
- Creating a school atmosphere of team spirit and collaboration that promotes appropriate social behavior by students in support of others;
- Employing classroom strategies that instruct students how to work together in a collaborative and supportive atmosphere.

In addition to prevention and intervention strategies, administrators, teachers and other professional employees may find opportunities to educate students about bullying and help eliminate bullying or teen dating violence behavior through class discussions, counseling, and reinforcement of socially appropriate behavior. Administrators, teachers and other professional employees should intervene promptly whenever they observe mean-spirited student conduct, even if such conduct does not meet the formal definition of "bullying" or "teen dating violence."

#### X. Improving School Climate

The Board is committed to comprehensive efforts to foster educational environments that are physically, emotionally, and intellectually safe for all members of our school communities. Individual schools have outlined affirmative steps to improve the quality of school climate. These strategies are aligned with the goals of the Wilton Public School's Strategic Plan.

Individual schools rely on a variety of assessment tools to gauge the quality of school climate. Based on this feedback, efforts are made to foster positive, constructive, and supportive school climates in each of our schools. Staff members participate in professional development programs that support efforts to improve the quality of school climate.

Individual schools communicate the central themes of their steps to improve school climate through daily instruction, student handbooks, websites, newsletters, school assemblies, parent meetings, and community meetings. Individual schools welcome feedback from students, faculty, staff, parents, and community members to monitor our progress toward fostering a positive school climate.

#### XI. Annual Notice and Training

Students, and parents or guardians of students shall be notified annually of the process by which students may make reports of bullying or teen dating violence.

The Board shall provide for the inclusion of language in student codes of conduct concerning bullying.

At the beginning of each school year, each school shall provide all school employees with a written or electronic copy of the school district's safe school climate plan and require that all school employees annually complete training on the identification, prevention and response to bullying as required by law.

After July 1, 2014, any person appointed by the district to serve as district Safe School Climate Coordinator shall complete mental health and first aid training offered by the Commissioner of Mental Health and Addiction Services.

#### XII. School Climate Assessments

Biennially, the Board shall require each school in the district to complete an assessment using the school climate assessment instruments, including surveys, approved and disseminated by the Department of Education. The Board shall collect the school climate assessments for each school in the district and submit such assessments to the Department.

Verified acts of bullying in the \_\_\_\_\_ School

Section IV, C

"The principal of each school shall maintain a list of the number of verified acts of bullying or teen dating violence in the school, and this list shall be available for public inspection upon request. Given that any determination of bullying involves repeated acts over time, each report prepared in accordance with Section III, B (1) above that includes verified acts of bullying or teen dating violence shall be tallied as one verified act of bullying unless the specific actions that are the subject of the report involve separate and distinct acts of bullying. The list shall be limited to the number of such verified acts of bullying or teen dating violence in the school, and it shall not set out the particulars of each verified act, including but not limited to any personally identifiable student information, which is confidential information by law."

Date	Number of verified acts of bullying	Administrator
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Legal

Conn. Gen. Stat. §§ 10-233a through 10-233f, Connecticut State Department of Education Circular Letter C-8, Series 2008-2009 (March 16, 2009)

PA 11-232 An Act Concerning the Strengthening of School Bullying Laws

PA 06-115 An Act Concerning Bullying Policies in Schools and Notices Sent to Parents or Legal Guardians.

Conn. Gen. Stat. § 10-222d Policy on bullying behavior as amended by PA 08-160, PA 11-232 and PA 14-172

Public Act 13-3, "An Act Concerning Gun Prevention Violence and Children's Safety" 12 5131.2-R Bullying Prevention