

AGENDA
SHERMAN BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY - DECEMBER 2, 2020
7:00 PM

ZOOM
<https://shermanschool.zoom.us/j/8603553793>
Dial Into meeting: +1-929-205-6099
Meeting ID: 860 355 3793

Vision Statement

**We enable all Sherman Students to become the best possible version of themselves.
We provide an environment where our children develop into empathetic, self-directed,
critical thinkers who don't give up when faced with challenges.**

- 1. CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE**
- 2. CELEBRATIONS**
 - 2.1 American Education Week
- 3. PUBLIC COMMENTS**
- 4. ADDITIONS TO THE AGENDA**
- 5. CONSENT AGENDA**
 - 5.1 Review of Minutes:
 - Minutes - Board Retreat, March 7, 2020
 - Minutes - Special Meeting, April 27, 2020
 - Minutes - Executive Session, May 6, 2020
 - Minutes - Executive Session, July 21, 2020
 - Minutes - Board Retreat, September 19, 2020
 - Minutes - Monthly Meeting, November 4, 2020
 - Minutes - Communication Committee, November 10, 2020
 - Minutes - Policy Meeting, November 17, 2020
 - Minutes - Maintenance Meeting, November 17, 2020
 - 5.2 Personnel Actions
 - New Hire
 - Jasmine Sosa - Para, Effective 11/20/20
 - Olivia Malone - Para, Effective 11/30/20
 - Resignation
 - Louise Hofsdal - Para, Effective 11/5/20
 - 5.3 Monthly Enrollment Report
 - 5.4 Monthly Budget Report 2020-2021 Budget by Function & Summary of Funds
- 6. APPROVAL OF CURRENT BILLS**
 - 6.1 Monthly 2020-2021 Current Bills

7. ORAL REPORTS

- 7.1 SPTO Update
- 7.2 Sub-Committee
- 7.3 Chair
- 7.4 Superintendent Update

8. PRESENTATIONS

- 8.1 Student Blended Learning Survey Results
- 8.2 Playground Committee Final Playground Design Recommendation Enc 8.2

9. NEW BUSINESS

- 9.1 Discussion and Possible Approval of MOU with Sherman Education Association Enc 9.1
- 9.2 Discussion and Possible Approval of MOU with Sherman Education Association
Voluntary Early Retirement or Resignation Incentive Plan (VERRIP) Enc 9.2
- 9.3 First Reading Policy 9221 Vacancies of the Board of Education Enc 9.3
- 9.4 First Reading Policy 9325 Meeting Conduct Enc 9.4
- 9.5 Discussion and Possible Action to Hire a Consultant for Annual Enrollment Projections

10. UNFINISHED BUSINESS

- 10.1 Discussion and Possible Action Regarding Conceptual Design Services Project
- 10.2 Discussion and Possible Action to Approve Playground Design
- 10.3 Second Reading Policy 5145 Civil and Legal Rights and Responsibilities Enc 10.3
- 10.4 Second Reading Policy 4152.6 Personnel-Certified/Non-Certified, Personal Leaves, FMLA Enc 10.4

11. COMMUNICATIONS

12. PUBLIC COMMENTS

13. BOARD OF EDUCATION COMMENTS

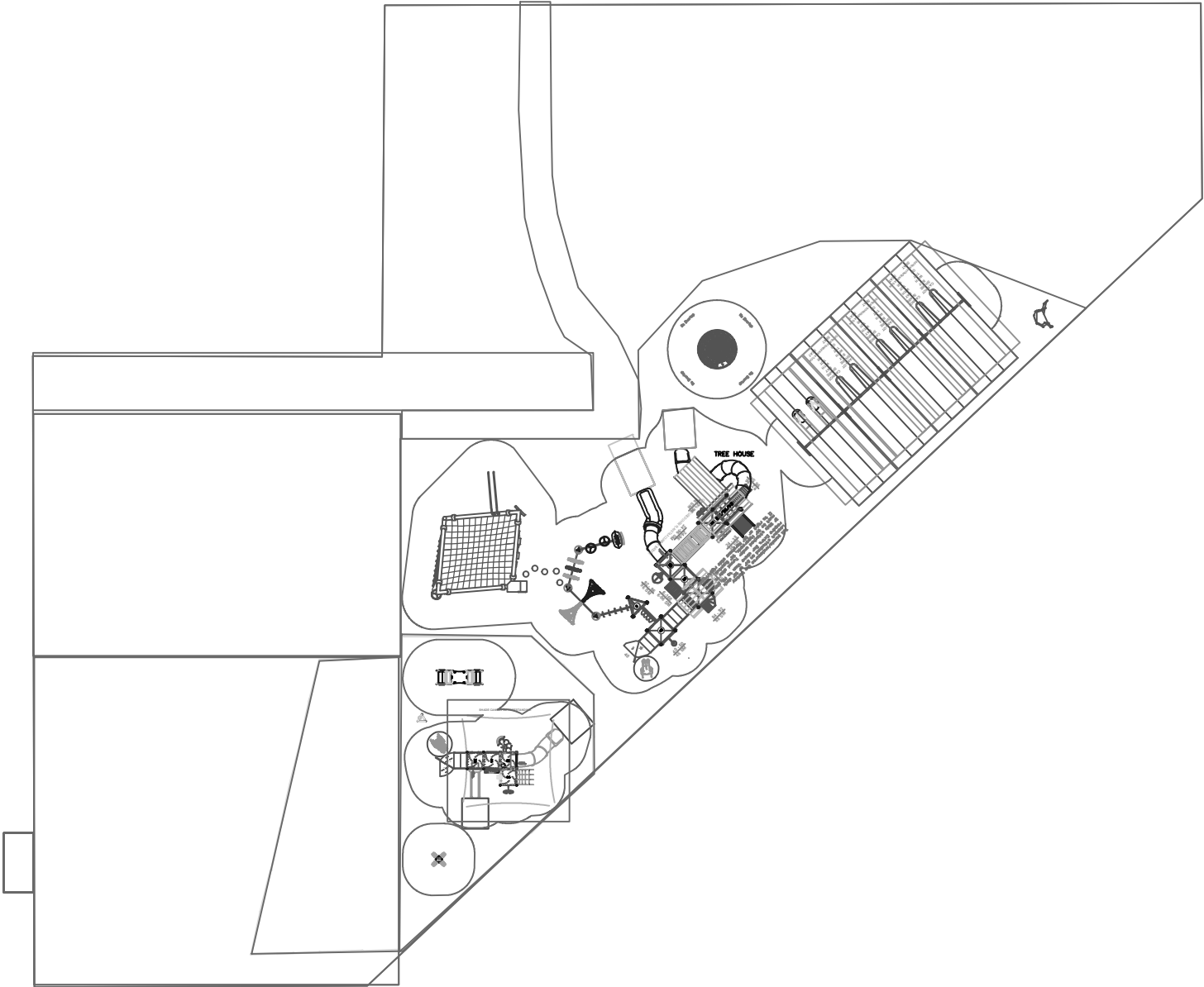
14. FUTURE MEETING AND TOPICS

- 14.1 Budget Workshop - Monday, December 14, 2020
- 14.2 Board of Education Meeting - Wednesday, January 6, 2021 at 7:00 PM

15. ADJOURNMENT

REMINDER: Agenda suggestions for the next business meeting are due to the Chairperson or Superintendent by 12:00 noon December 14, 2020. Copies of the agenda enclosure are available for examination at the Superintendent's Office at the Sherman School during business hours: 8:00 AM to 4:00 PM

SHERMAN CT



DESIGNED BY
CUSTOM DESIGN STUDIO
NOVEMBER 10, 2020

SHERMAN
CONNECTICUT

THIS CUSTOM PLAYGROUND IS DESIGNED TO MEET ASTM AND CPSC GUIDELINES
CUSTOM PRODUCT DESIGN IS CONCEPTUAL AND MAY CHANGE SLIGHTLY DUE TO MANUFACTURING.

DESIGNED FOR
AGES 2-12

SCALE: $\frac{1}{32}'' = 1'0''$

SURFACING: 8,431 SQ FT

SITE DIMENSIONS TO BE VERIFIED BY THE FIELD AND REPRESENTATIVE

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER AND AROUND ALL PLAY SYSTEMS.
TO PROMOTE SAFE AND PROPER EQUIPMENT USE BY CHILDREN, WE RECOMMEND THE INSTALLATION OF A SAFETY SIGN AT EACH PLAY SYSTEM'S MAIN ENTRY POINT(S) TO INFORM PARENTS AND SUPERVISORS OF THE AGE APPROPRIATENESS OF THE PLAY SYSTEM AND GENERAL RULES FOR SAFE PLAY.





Sherman CT

Custom products are shown as conceptual.



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STUDIO



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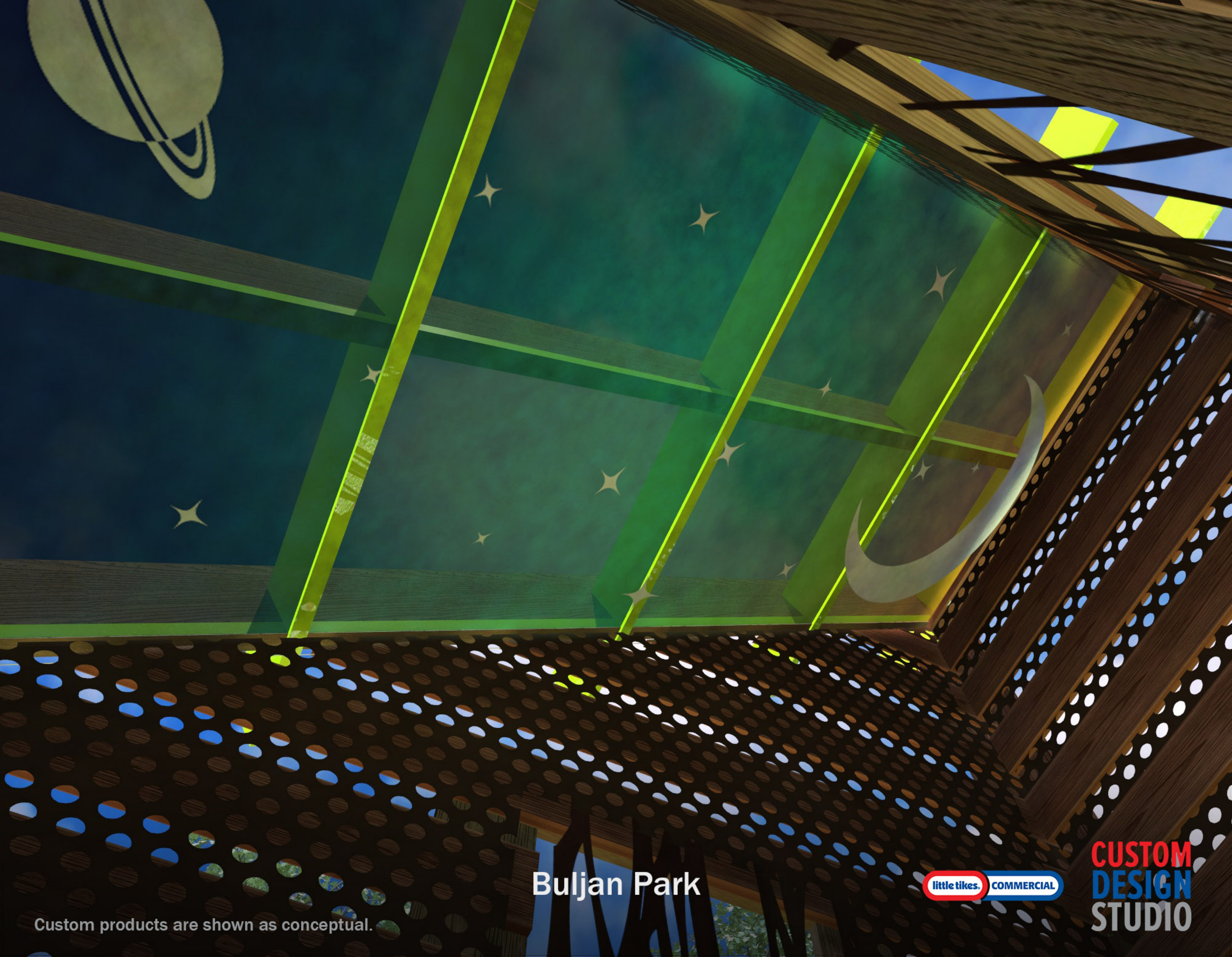


Sherman CT

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CUSTOM
DESIGN
STUDIO



Buljan Park

Custom products are shown as conceptual.



CUSTOM
DESIGN
STUDIO



Buljan Park

Custom products are shown as conceptual.



**CUSTOM
DESIGN
STUDIO**





PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

QUOTE: E0010200243

Project: E0010_44132418648_01

Bill To:

Jeff Melendez
Jeff Melendez
Sherman Schools
2 Route 37 East
Sherman, CT 06784
860-355-3793 Ext. 377 (phone)
melendezj@shermanschool.com

Project Name & Location:**Prepared by:**

Jason Corbett

New England Direct Territory
Manager- PPLT
Peabody, MA 01960
(617) 605-1980 (phone)
Jason.Corbett@PlayPower.com

Ship To Address:

Jeff Melendez
Jeff Melendez
Sherman Schools
2 Route 37 East
Sherman, CT 06784
860-355-3793 Ext. 377 (phone)
melendezj@shermanschool.com

End User:

Quote Number: E0010200243
Quote Date: 11/16/2020
Valid For: 30 Days From Quote Date

2_5

Product line: Traditional Play
Age group: 2-5

Global defaults

Cylinder Color Small	FOREST GREEN
KR/Frog Mounting	Buried
Laminated Panel	BEIGE-FOREST GREEN-BEIGE
PB Ground Cover	Buried
PB Panel/Crawl Tunnel Color	BROWNSTONE
PB Slide Color	FOREST GREEN
PB Vinyl Clr	Brown
Play Builder Accent Color	METALLIC GRAY
Play Builder Post Color	LIME
PlayShade Low Std Fabric	Rain Forest Std Fabric
PlayShade Upper Std Fabric	Chocolate Std Fabric
Weather Station Mounting	Buried
Weather Station Post Clr	GREEN

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100005100	PB DK/DK PLATE 205MM/8"	3	10.00	0.03	97.00	291.00
100005274	PB SQUARE DECK	4	77.00	3.00	656.00	2,624.00
200007461	TEETER 4-SEAT W/BUBBLE - TAN/BLU	1	91.00	22.00	1,367.00	1,367.00
200054504	PB 1220 CURVED TUNNEL SLIDE	1	211.00	148.00	2,367.00	2,367.00

200064812	SLIDE WAVE SGL.WD. 915MM F/PB	1	92.00	34.00	836.00	836.00
200067757	LADDER PANEL BELOW DECK 915 F/PB W/HAND	1	76.00	2.00	511.00	511.00
200101172	POST W/CAP F/PB 2955/116.3"	2	32.00	2.00	179.00	358.00
200200037	CLIMBING NET 48" TAN/GRN W/SAFE LOOPS PB	1	245.00	9.00	1,345.00	1,345.00
200200432	TRANSFER STATION 915 MM PB W/SAFE.RLS.	1	312.00	24.00	2,448.00	2,448.00
200200650	PB TELESCOPE PANEL DKMT	1	60.00	4.00	1,137.00	1,137.00
200200696	WEATHER STATION SUNNY DAYS SCHEME	1	40.00	9.00	2,120.00	2,120.00
200200973	PB PANEL CRAWL FLAT TOP PTMT	1	16.00	0.00	473.00	473.00
200202438	PB VERTICAL POD CLIMBER 48"	1	105.00	27.00	1,430.00	1,430.00
200202616	PB POST W/CAP 3300MM (130")	4	47.00	2.00	179.00	716.00
200202744	NU-EDGE LOG SLICE CLIMB 1420MM(56") F/PB	1	135.00	7.00	2,445.00	2,445.00
200202765	PB RECYCLED TREEHOUSE SAFETY PANEL	2	90.00	6.00	1,178.00	2,356.00
200203048	PB SHADE 18X18 SAIL STD FAB	1	570.00	20.00	7,513.00	7,513.00
200203106	PB 202 POST 3.5" F/SHADE	4	79.00	1.00	286.00	1,144.00
200203193	PB BEATBLOCKS PANEL	1	55.00	2.00	1,014.00	1,014.00
200203206	PB BOINGO	1	15.00	2.00	274.00	274.00
200203388	TEAM TOTTER	1	384.00	56.00	6,913.00	6,913.00

PlayArea_4

Product line: KidBuilders

Age group: 5-12

Global defaults

3.5 ARCH SWING COLOR	DARK BROWN
Belt Swing Seat Color	Black
Cone Spinner Post	FOREST GREEN
Free Standing Ground Cover	Buried
Hypar Net Accent Color	FOREST GREEN
Hypar Net Cylinder Wall Cylinder A Color	FOREST GREEN
Hypar Net Cylinder Wall Cylinder B Color	LIME
Hypar Net Frame Color	METALLIC GRAY
Hypar Net Funwheel Color	
Hypar Net Transfer Station	Brown
Inclusive Seat Clr	LIME
KB Accent Color	LIME
KB Slide/Float Stone Clr	FOREST GREEN
KB Vinyl color	Gray
KB/Jeep Ground Cover	Buried
Kid Builder Post Color	DARK BROWN
Laminated Panel	BEIGE-FOREST GREEN-BEIGE
NFS Fun Wheel Color	LIME
NFS Ground Cover	Buried
Nfs Hoopla Plastic Color 1	FOREST GREEN
Nfs Hoopla Plastic Color 2	LIME
Nfs Infinity #1 Plastic Color	GRAYSTONE
Nfs Infinity #2 Plastic Color	GRAYSTONE
NFS Post Color	DARK BROWN
NRG Plastic Clr	GRAYSTONE
PLAYSTAX FRAME	DARK BROWN
QUIET GROVE GROUND COVER	Buried
QUIET GROVE POST COLOR	FOREST GREEN
Rail Accent Color	DARK BROWN
Us/Csa Labels For Swings	

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100001142	KB DK/DK PLATE 610MM/24"	1	39.00	1.00	199.00	199.00
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36	0.00	0.00

200013797	KB 10' POST PLUS GLV. W/ALUM.CAP	1	67.00	3.00	342.00	342.00
200013800	KB 136" POST PLUS GLV. W/ALUM.CAP	3	77.00	3.00	364.00	1,092.00
200013805	KB 8' POST PLUS GLV.W/ALUM.CAP	1	54.00	1.00	290.00	290.00
200013812	KB 148" POST PLUS GLV. W/ALUM.CAP	3	81.00	2.00	385.00	1,155.00
200013924	LOOP ASSY SAFETY KB	2	43.00	7.00	450.00	900.00
200109865	KBP SAFETY RAIL DKMT	1	50.00	6.00	455.00	455.00
200109899	KBP SEAT PANEL PTMT	1	62.00	9.00	936.00	936.00
200125612	STEPS DECK/DECK 1220M W/SFTY RAILS KB	1	386.00	67.00	2,367.00	2,367.00
200200015	CLIMBER BUMPY DK/DK 1220 F/KB	1	205.00	104.00	2,715.00	2,715.00
200200187	KB DK/DK PLATE 8"/205MM (FACES)	1	15.00	0.40	165.00	165.00
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	10.00	1.00	0.00	0.00
200200686	POST PLUS 186" W/ALUM CAP F/KB	1	102.00	4.00	454.00	454.00
200200687	POST PLUS 200" W/ALUM CAP F/KB	2	109.00	4.00	490.00	980.00
200200688	POST PLUS 213" W/ALUM CAP F/KB	4	116.00	5.00	509.00	2,036.00
200202052	KB 88" 3-D ROCK CHALLENGE WALL	1	418.00	38.00	3,069.00	3,069.00
200202255	KB FIRE ESCAPE CLIMBER 88"	1	118.00	23.00	1,599.00	1,599.00
200202258	KB 96" STEP LADDER	1	235.00	22.00	2,162.00	2,162.00
200202400	KB RECYCLED TREEHOUSE CURLY CLIMB 48"	1	160.00	38.00	1,703.00	1,703.00
200202420	KB SILO CLIMBER 2400(96")	1	200.00	90.00	1,654.00	1,654.00
200202472	KB RECYCLED TREEHOUSE POD CLIMBER 96"	1	185.00	37.00	2,689.00	2,689.00
200202483	KB DECK SQUARE LARGE HOLE 11GA	7	116.00	10.00	961.00	6,727.00
200202485	KB DECK TRIANGLE LARGE HOLE 11GA	1	59.00	7.00	694.00	694.00
200202510	KB MORPHOUS SLIDE 2440MM(96") LEFT	1	270.00	140.00	5,682.00	5,682.00
200202558	KB TRANS STAT 1016 SFTY RL 11GA	1	354.00	41.00	2,706.00	2,706.00
200202760	KB NU-EDGE BEAM ROOF	1	300.00	45.00	4,601.00	4,601.00
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	6	18.00	0.50	112.00	672.00
200202885	NRG FREESTYLE HOOPLA ALLEY	1	150.00	42.00	2,338.00	2,338.00
200202887	NRG FREESTYLE SOLO POD	1	55.00	40.00	937.00	937.00
200202892	NRG FREESTYLE LOOP RAIL	1	25.00	3.00	492.00	492.00
200202894	NRG FREESTYLE FUNWHEEL	1	45.00	26.00	1,154.00	1,154.00
200202895	NRG FREESTYLE RAIL TO KB	1	10.00	1.00	350.00	350.00
200202961	NU-EDGE 8' PLANK BRIDGE F/KB	1	150.00	7.00	5,557.00	5,557.00
200202989	NRG FREESTYLE 2 UP HUB	3	70.00	18.00	1,202.00	3,606.00
200203116	NRG FREESTYLE SIDESTEP INFINITY	1	200.00	140.00	2,222.00	2,222.00
200203358	KB SNAKE POLE 36" W/WIRE ENCL	1	70.00	16.00	701.00	701.00
200203377	KB WIRE MESH PANEL	5	45.00	2.00	455.00	2,275.00
200203398	POST PLUS 225" W/CAP F/KB	4	126.00	1.00	561.00	2,244.00
200203400	POST PLUS 248" W/CAP F/KB	2	145.00	2.00	616.00	1,232.00
200203415	NU-EDGE-X TOWER F/KB	1	3,500.00	800.00	33,375.0	33,375.00
					0	
200203424†	HYPAR NET FS	1	3,500.00	520.00	33,618.0	33,618.00
					0	
200203433	INCLUSIVE SWING SEAT W/CHAINS 8'	2	45.00	14.00	1,057.00	2,114.00
200203455	CULVERT CLIMBER SMALL FS	3	50.00	1.00	398.00	1,194.00
200203456	CULVERT CLIMBER MEDIUM FS	2	60.00	2.00	435.00	870.00
200203507	ARCH SWING FRAME 3.5" SGL BAY	1	260.00	2.00	1,588.00	1,588.00
200203508	ARCH SWING FRAME 3.5" ADD-ON	3	200.00	1.00	1,054.00	3,162.00
200203549	ZOOMTWIST DUPLEX	1	486.00	520.00	16,495.0	16,495.00
					0	
200203560	OBSERVATORY ROOM F/PLAYSTAX	1	300.00	40.00	4,100.00	4,100.00
200203565	WIRE MESH ENCLOSURE F/PLAYSTAX	1	50.00	2.00	821.00	821.00
200203568	CENTRAL CLIMB BRIDGE F/PLAYSTAX	1	752.00	50.00	9,945.00	9,945.00
200203570	CENTRAL CLIMB ROOF F/PLAYSTAX	1	250.00	55.00	3,723.00	3,723.00
200203609	QUIET GROVE	1	570.00	227.00	7,500.00	7,500.00
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	1	1.00	0.00	102.00	102.00

RiskSign_Included

Product line: Park Service

Age group:

Global defaults

RISK MGNT SIGN CLR

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00	0.00	0.00
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5	385.00	0.00	0.00	0.00
925601	LABEL P/C (2 TO 5 YRS) PPLT	2	0.00	0.00	4.00	8.00
925603	LABEL P/C (5 TO 12 YRS) PPLT	9	0.00	0.00	4.00	36.00
925960	THUMB DRIVE 2GB - PPLT	1	0.00	0.00	0.00	0.00
926020	LITTLE TIKES CARD F/THUMB DRIVE	1	0.00	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
CUSTOM 1	COMPOSITE WOOD TREEHOUSE	1	0.00	0.00	11,174.29	11,174.29
CUSTOM 2	COMPOSITE WOOD POST CLADDING	1	0.00	0.00	5,142.86	5,142.86
CUSTOM 3	ROOF Rainbow	1	0.00	0.00	6,142.86	6,142.86

Totals:

Equipment Weight:	23,435.00 lbs
Equipment Volume:	3,814.85 ft ³
Equipment List:	\$229,485.00
Discount Amount:	-\$101,794.00
Products Subtotal:	\$127,691.00
Products by Other:	\$22,460.01
Installation:	\$0.00
Estimated Sales Tax*:	\$0.00
Freight:	\$12,645.46 Code: Quote # 880678
Drop Ship Freight:	\$0.00
Grand Total:	\$162,796.47

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.

Remit Checks To:

PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities. If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable. The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____

Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR

DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

**MEMORANDUM OF AGREEMENT
BETWEEN
SHERMAN BOARD OF EDUCATION
AND
SHERMAN EDUCATION ASSOCIATION**

The SHERMAN Board of Education; (the "Board") and the SHERMAN Education Association (the "Association") hereby enter into the following Memorandum of Agreement ("MOA") regarding COVID-19 working conditions for the July 1, 2020 – June 30, 2021 work year only:

1. The parties understand and acknowledge that, during the 2020-2021 work year, the schools may be closed for an unknown period of time, and during a period in which school otherwise would have been in session, for reasons related to COVID-19, and that such closure(s) may be directed by the Board and/or the Superintendent, or by an authority outside the District.
2. The parties understand and acknowledge that, during the 2020-2021 work year, the Board may require hybrid work weeks and/or other work arrangements for reasons related to COVID-19, and that such work arrangements may be directed by the Board and/or the Superintendent, or by an authority outside the District.
3. In the event of remote work due to school closures, a hybrid work week model, and/or other such work arrangements during the 2020-2021 work year, each member of the bargaining unit shall, if so directed by the Superintendent and/or his designee(s) (the "Administration"), perform work as directed by the Superintendent or designee and consistent with the collective bargaining agreement, except as modified by this agreement.
4. During the 2020-2021 school year, the Superintendent and/or designee shall continue to confer informally on a regular basis to discuss working conditions related to COVID-19.
5. Bargaining unit members are required to advise the Superintendent of Schools or his/her designee if he/she is exhibiting COVID-19 symptoms. Any bargaining unit member who exhibits COVID-19 symptoms or has been diagnosed with COVID-19 shall not report to work on the day in question and shall use his/her available sick leave, unless the bargaining unit member qualifies for paid sick leave under the Families First Coronavirus Response Act (FFCRA) and has not previously exhausted such EPSLA leave. Administration may require medical documentation in accordance with the collective bargaining agreement and the FFCRA.
6. If a bargaining unit member is required to self-quarantine due to COVID-19, the Board shall first determine if remote work is available, feasible and appropriate for the bargaining unit member to perform while on quarantine. If no remote work is available, feasible or appropriate, as determined by administration, and the employee qualifies for paid sick leave under the FFCRA and has not previously exhausted such leave, he/she shall receive paid sick leave under the FFCRA. If administration has determined that remote work is not available, not feasible or not appropriate to be performed by a teacher who is required to self-quarantine because the Board and the local health authority have determined that the teacher had "close contact" at work with an individual who has tested positive for COVID-19, and such close contact is not caused by a violation of Board Policy, such teacher may request additional paid leave after such employee's leave under the FFCRA is exhausted. The Board may reject such request if the teacher has been shown to have engaged in behaviors recognized as increasing her/his risk of being exposed to COVID-19 and subject to quarantine including but not limited to elective travel to destinations under the state's travel advisory or participating in large group functions without social distancing

and/or the use of appropriate PPE. Additionally, as noted in paragraph 5, teachers who are absent from work and unable to work because they have COVID-19 symptoms or who have tested positive for COVID-19 shall use his/her available sick leave for such absences.


7. For the 2020-21 school year, due to the unique circumstances related to COVID-19, morning duties for teachers may exceed thirty (30) minutes per week, notwithstanding Article XI of the agreement. Teachers who are assigned more than 30 minutes per week of morning duties shall be provided with collaboration time which equals or exceeds the amount of additional morning duty time. If said teachers are pulled from the compensatory collaboration time to provide substitute coverage and therefore do not have at an amount of collaboration time that week that at least equals the amount of additional duty time, they shall be paid \$20.51 for the loss of that compensatory time. Example – A teacher with 1 hour of weekly morning duties shall be granted at least 30 minutes of collaboration time that week. (This is in addition to the contractually required planning time.)
8. As determined by the District in consultation with local health officials, school buildings may be open to bargaining unit members during school closures. Administration shall notify bargaining unit members if buildings are open. Bargaining unit members may choose to perform remote work or other work as necessary to fulfill job responsibilities in the building according to the hours set forth in the collective bargaining agreement.
9. If schools are closed, bargaining unit members shall be required to be available to students and parents/guardians during the teacher work day, as set forth in the parties' collective bargaining agreement and consistent with past practice.
10. With prior permission from administration, which shall not be unreasonably withheld, bargaining unit members may work from a remote location on days when students would normally be in attendance but schools are closed to students due to Covid.
11. Bargaining unit members shall be provided a laptop or Chromebook for remote work. Teachers shall not be expected to use their personal computer for instructional purposes, except in exigent circumstances. Bargaining unit members who can demonstrate that they cannot obtain adequate internet coverage may request to borrow a "hot spot" and, if a loaner is available, one shall be provided.
12. Bargaining unit members assigned to instruct students virtually shall be available to students and parents through district-based electronic platforms including, but not limited to, email, Google Classroom, and Zoom. Teachers will speak with students or parents/guardians as appropriate, but shall not be expected to do so outside of the contracted workday except as is consistent with past practice.
13. Live streaming of instruction:
 - a. At the direction of Administration, live streaming may be used during COVID-19 circumstances to instruct enrolled students.
 - b. Training will be provided to all teachers assigned to livestream teaching. This training will be conducted during professional development work hours.


- c. The District shall inform parents/guardians and students that they are not permitted to record live streamed lesson except when such recordings are a necessary accommodation implemented in consultation with the affected teacher.
 - d. Live streaming shall not be used to reduce the number of classes offered/course offerings.
 - e. IT issues that go beyond established expectations for a teacher will not be the bargaining unit member's responsibility, but will be directed to the District's IT department.
 - f. Any bargaining unit member who engages in live stream teaching will not be expected to be in camera view for the entire length of the class. Bargaining unit members will make reasonable efforts to monitor the behavior of remote students with the understanding that bargaining unit members may not be able to address behavior in the same manner as they would if the student was in person.
 - g. Other than for the purpose of differentiating instruction, bargaining unit members shall not be expected to create different lessons and assignments for students learning remotely and those learning in-person.
14. The parties acknowledge that this plan for remote teaching requires bargaining unit members to engage in activities in which some have little or no experience, and district administrators shall take these exigent and unprecedented circumstances into account in making supervisory judgments about teachers. Teachers are expected to follow District procedures and protocols for Distance Learning.
15. PDEC has adopted the teacher evaluation flexibilities issued by the Connecticut Department of Education on August 11, 2020 for the 2020-21 school year.
16. Should a student demonstrate a pattern of absenteeism and/or a pattern of failure to complete assignments during remote work due to school closure, the hybrid work week model, and/or other such work arrangements, bargaining unit members shall first communicate via email and phone to parents regarding the lack of participation. After three (3) such documented notifications to the parent/guardian, the bargaining unit member shall inform the administration who shall be responsible for contacting the parents/guardians and planning subsequent actions to encourage attendance and completion of assignments.
17. All days of remote work due to school closure, the hybrid work week model, and/or other such work arrangements, shall be applied to the teacher work year as outlined in the collective bargaining agreement between the Board and the Association.
18. Bargaining unit members who are required to learn new technology, curriculum, teaching methods associated with remote instruction shall be afforded professional development during the contractual workday and work year, as designated by administration.
19. Parent conferences, curriculum night, open house, and any other after school commitments may occur from a remote work location, with advanced approval from administration, which shall not be unreasonably withheld, and shall occur during the time frames as set forth in the collective bargaining agreement.
20. All meetings involving bargaining unit members shall occur utilizing remote technology unless all applicable social distancing protocols, in accordance with state and local health department

guidelines, including a minimum of six feet social distancing, are in effect. Any bargaining unit member shall be permitted to attend meetings from a remote location if granted prior approval by the administration, which shall not be unreasonably withheld.

21. The number of students assigned to be in-person in a classroom shall not exceed the number feasible to meet social distancing guidelines
22. Specialized PPE (for example face shields, plastic barriers, gloves, goggles, and gowns) shall be provided to teachers who request such. Teachers shall not be required to reuse PPE beyond guidance recommended by the CDC, state, federal and/or local authorities, except in an emergency.
23. All bargaining unit members shall be provided cleaning supplies for their workspace or classroom, as recommended by CDC and state and local health departments.
24. Bargaining unit members shall not be responsible for extraordinary daily cleaning of classrooms and/or equipment due to COVID-19. The Board shall retain custodians and cleaners to clean and sanitize classrooms and equipment.
25. If schools are closed for extended time, bargaining unit members shall not be responsible for custodial work. However, teachers may be asked to assist in organizing, packing, or distributing materials from students' desks, cubbies, and/or lockers or identifying student and district materials and belongings.
26. Bargaining unit members shall not be responsible for any Covid-related health procedures, including but not limited to, taking students' temperatures, unless required by CDC and state and local health departments.
27. Should a student fail to meet the district's standards with respect to wearing of a mask or proper social distancing, the bargaining unit member will use his/her best efforts to address the issue. If the student continues to fail to meet the standards notwithstanding the best efforts of the teacher, the bargaining unit member will refer the student to the building Principal and District Administration.
28. Administration shall attempt to obtain substitute coverage before asking bargaining unit members to provide substitute coverage during their planning period or collaboration time or prior to combining classes. Teachers who are required to provide substitute coverage during their planning period and thus do not receive five preparation periods (200 minutes total) that week, shall be paid at the rate in Article 9, Section B2 (\$20.51) of the current collective bargaining agreement for the missed planning period. Classes may be combined only if State social distancing guidelines can be met.
29. Any class that exceeds the number of students identified as "normally shall not exceed" in Article VI of the collective bargaining agreement shall be assigned a paraprofessional or other responsible adult to assist with supervision.
30. Bargaining unit members shall be compensated their full salaries in accordance with the provisions of the collective bargaining agreement between the Board and the Association. Stipends for extra-curricular activities shall be paid only if the bargaining unit member is given written direction from the Superintendent to begin work. If the season or activity only occurs in part, the stipend shall be prorated based on how long the activity occurred.

31. All provisions of the collective bargaining agreement between the Board and the Association shall remain in effect except to the extent such provisions have been modified by this Agreement.
32. Notwithstanding the foregoing, the Board and the Association agree that they may revisit the terms of this Memorandum of Agreement in the future if circumstances related to COVID-19 and/or its impact on the District change or otherwise evolve following the execution of this Agreement by both parties.
33. This Memorandum of Agreement shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this Agreement.
34. This Agreement shall terminate either upon the end of the COVID-19 health emergency as determined by the Board in consultation with public health officials or June 30, 2021, whichever is earlier.


Board:
Board
11/17/20
Date


Association:
11/6/2020
Date

**MEMORANDUM OF AGREEMENT REGARDING
VOLUNTARY EARLY RETIREMENT or RESIGNATION INCENTIVE
PLAN (VERRIP)**

The Sherman Board of Education (the "Board") and the Sherman Education Association (the "SEA") agree to the terms set forth below regarding a Voluntary Early Retirement Incentive Plan ("VERRIP") for bargaining unit employees:

1. In order to be eligible to participate in the VERRIP, an applicant must be actively employed by the Sherman Board of Education as a contracted teacher at 1.0 FTE and must have 20 or more years of experience in the Sherman Public Schools, as defined in Subdivision (1) of Subdivision (26) Section 10-183b of the Connecticut General Statutes as of June 30, 2021.
2. Any qualified teacher (as identified in section 1 of this agreement) wishing to participate in the VERRIP must have delivered a signed, irrevocable letter of retirement effective June 30, 2021, to the Superintendent, no later than 4:00 p.m. on Monday, January 4, 2021.
3. If no teachers elect to participate in the VERRIP as of Monday, January 4, 2021, the Board shall revoke the VERRIP pursuant to paragraph 8 below.
4. Any qualified teacher that voluntarily participates in the VERRIP will receive the following payment:
 - a. If one (1) teacher participates, that teacher will receive a total of \$10,000
 - b. If two (2) teachers participate, each teacher will receive a total of \$15,000.
 - c. If three (3) or more teachers participate, each teacher will receive a total of \$25,000. The Board reserves the right to equally divide this payout into two equal payments of \$12,500 each wherein Payment #1 will occur on or before June 30, 2021 and Payment #2 will occur on or around July 1, 2021.
5. The Board reserves the right to limit the number of participants to a maximum of four teachers. In the event that more than four teachers apply for this benefit, the Board reserves the right to limit eligibility to the four most senior teachers.
6. In the event the eligible employee, as of Monday, January 4, 2021 is participating in and making elective contributions on that date into his or her 403(b) account in the Board's 403(b) plan, then the Board shall contribute each annual amount specified in Paragraph 4 of this Agreement as a Board-paid non-elective 403(b) contribution into the employee's 403(b) account he or she has selected with one of the Board's approved 403(b) vendors in the Board's 403(b) plan. In the event the eligible employee, as of Monday, January 4, 2021 is not participating in and making his or her elective contributions into such 403(b) account in the Board's 403(b) plan, then the Board shall

pay each annual amount specified in Section 4 of this Agreement as a taxable cash payment to the eligible employee.

7. In addition to the benefits of the VERRIP set forth in this Memorandum of Agreement, the Board and the Association agree that each VERRIP participant shall additionally be eligible for payments pursuant to the collective bargaining agreement between the Board and the Association, including Article 13.E which entitles any member who is retiring after at least 15 years of service in Sherman, to reimbursement of one half of their accumulated sick days at the prevailing Sherman District substitute per diem pay schedule.
8. The election to participate in the VERRIP, and the letter of retirement may be revoked provided such written notice of revocation is received by the Sherman Superintendent of Schools prior to Monday, January 4, 2021 at 4:00 PM. Such election to participate in the VERRIP and retirement of employment shall be irrevocable after that date.
8. Notwithstanding the foregoing, the Board may elect to revoke the VERRIP if it determines, in its sole discretion, that the proposed VERRIP is not in the best interest of the Sherman Public Schools. The Board may revoke the program at any time prior to Monday, January 4, 2021. In the event the Board decides to revoke the VERRIP, elections to participate and letters of retirement provided to the Superintendent pursuant to paragraph 2 will be null and void; teachers who submitted such letters may either return to teaching or separately submit a new letter of retirement and the Board will have no obligation to make the payments set forth above.
9. The parties understand that this VERRIP is a one-time opportunity, and that the Board's offer of this VERRIP shall not establish a past practice or precedent for any purpose.
9. Any Board decision under this plan is final and is not subject to the grievance and/or arbitration procedure set forth in the collective bargaining agreement between the Board and the SEA.

SHERMAN BOARD OF EDUCATION

By:



Date:

11/17/20

SHERMAN EDUCATION ASSOCIATION

By:

Danielle Shook

Date:

11/17/2020

Draft

9221

Bylaws of the Board

Vacancies of the Board of Education

In the event that a position on the Board of Education becomes vacant, the Board shall fill the vacancy in the following manner:

The Board shall notify the town committee under whose name the individual was elected and request a nomination(s) for the vacancy.

The Board shall notify the general public of the vacancy and invite applications from qualified individuals.

In the event that the vacated position was filled by an unaffiliated elector who did not run under a party name, both political parties shall be notified of the vacancy and invited to make a nomination(s), provided, however, that the statutes concerning minority representation would not be violated if an elector from the party with the majority representation were to be seated on the Board.

Upon receiving nominations and/or applications for the vacated position, the Board shall request said nominees and applicants to appear at a regular or special meeting for a personal interview.

The Board shall appoint an individual to fill the vacated position by a show of hands. However, upon the request of any member, a signed ballot shall be used for the election of the new member. The individual receiving the majority of the votes cast shall be declared appointed to the position. In the event of the failure of any one candidate to receive a majority of the votes cast, the Board shall continue to cast votes until one candidate receives a majority.

The individual appointed shall assume the duties of the office at the next regular or special Board meeting, provided, however, that he/she has been duly sworn, and shall fill that position until the next regular town election.

The Board shall endeavor to fill any vacancy within ~~90~~ 30 days.

Legal Reference: Connecticut General Statutes

7-107 Vacancy appointments by selectmen.

9-204 Minority representation on boards of education.

10-219 Procedure for filling vacancy on board of education.

10-156e Employees of boards of education permitted to serve as elected officials; exception.

10-232 Restriction on employment of members of the board of education.

Bylaw adopted by the Board: April 2, 2008

SHERMAN SCHOOL DISTRICT

Sherman, Connecticut

Draft

9325

Bylaws of the Board

Meeting Conduct

All Board meetings shall commence at the stated time and shall be guided by an agenda which has been prepared and delivered in advance to all Board members and other designated persons.

Meetings of the Board of Education shall be conducted by the Chairperson in a manner consistent with the bylaws of the Board. In the absence of the Chairperson, the meeting shall be chaired by the Vice Chairperson/Secretary.

The conduct of meetings shall, to the fullest possible extent, enable members of the Board to 1) consider problems to be solved, weigh evidence related thereto, and make wise decisions intended to solve the problems, and 2) receive, consider, and take any needed action with respect to reports of accomplishments both as to students and to school system operations.

Provision for permitting any individual or group to address the Board concerning any subject that lies within its jurisdiction shall be as follows:

1. No boisterous conduct shall be permitted at any Board of Education meeting. Persistence in boisterous conduct shall be grounds for summary termination, by the Chair, of that person's privilege of address. If necessary, the Chairperson may clear the room so that Board members may continue the meeting.
2. No oral presentation shall include charges or complaints against any employees of the Board of Education, regardless of whether or not the employee is identified in the presentation by name or by another reference which tends to identify an individual. All charges or complaints against employees shall be submitted to the Board of Education under provisions of Board of Education Policy.

The Board of Education may adjourn any regular or special meeting to a specified time and place. If all members of the Board are absent, the Superintendent may call to order and adjourn the meeting. A copy of the notice of adjournment shall be conspicuously displayed near the meeting room door within twenty-four hours of adjournment.

Public Participation in Board of Education Meetings

All Sherman Board of Education meetings are open to the public, except executive sessions as defined by law. In order to assure that persons who wish to appear before the Board may be heard, and at the same time that the Board may conduct its meeting properly and efficiently, the Board shall adopt procedures pertaining to public participation.

The Board of Education is open to receive positive and constructive feedback from members of the public. Members of the public are welcome to ask questions and/or make comments. The Board Chair shall determine if answering a question is feasible and appropriate, and if that question or concern can be addressed during the meeting, or it is more appropriate to be answered or addressed in another forum.

The Board Chair reserves the right to limit the first Public Comment on the agenda to serve as an opportunity for members of the public to address the Board with items that are germane to the agenda. The second Public Comment opportunity shall be an opportunity for a member of the public to speak on any subject related to public education. Members of the public are encouraged to keep their comments brief and concise. Any person wishing to speak shall give his/her name and address.

Members of the public are encouraged to keep their comments and questions brief and concise.

The Board welcomes and encourages the public to speak on any subject related to public education during the Opportunity for the Public to be Heard which is the second order of business and the last order of business at all regular and special meetings of the Board. Any person wishing to speak shall give his/her name and address.

The presentation should be as brief as possible and not exceed three minutes unless an extension of time is granted by the Chairperson or parliamentarian.

Each speaker will be given approximately 3 minutes to address the Board with a maximum of 20 minutes per meeting being allocated for any one item of the Agenda. If the Board Chair determines that a separate meeting would be appropriate to address a majority of public comments, he/she retains the right to warn a new meeting at a later date for such purpose.

Speakers may offer such objective criticisms of school operations and programs as concern them, but, in public session, the Board will not hear personal complaints of school personnel nor complaints against any person connected with the school system. Other legitimate channels provide for the Board's consideration and disposition of legitimate complaints against individuals.

Comments at special meetings must be related to the call of the meeting.

Questions asked by the public shall, whenever possible, be answered by the Chairperson or referred to Board Members, the Superintendent, or staff members present for reply. Questions requiring investigation should be deferred for response at a later date.

The portion of a Board Meeting designated for the Opportunity for the Public to be Heard is not to be construed as an opportunity to debate. After a speaker has made his/her presentation, one follow-up opportunity to speak will be allowed after all other speakers on a topic have exhausted their privilege.

The Board vests in its Chairperson or parliamentarian the authority to terminate the remarks of an individual when the individual does not adhere to the rules established above. When persons in attendance at a public meeting so disrupt the meeting that order cannot be restored by removing the individuals causing the disruption, the Chairperson or parliamentarian may order the room cleared of all those in attendance except authorized members of the press or news media who are not participating in the disturbance. Once the room has been cleared, the meeting may continue, but only items on the agenda may be considered.

The Board also vests with its Chairperson or parliamentarian the authority to establish a curfew time for public comment and for the meeting.

Legal Reference: Connecticut General Statutes

1-200 Definitions

1-206 Denial of access of public records or meetings. Notice. Appeal

1-210 Access to public records

1-225 Meetings of government agencies to be public

1-226 Recording, broadcasting or photographing meetings

19a-342 Smoking prohibited in certain places. Sign required. Penalty

1-231 Executive sessions

1-232 Conduct of meetings (re disturbances)

10-224 Duties of the Secretary

Bylaw adopted by the Board: April 2, 2008

SHERMAN SCHOOL DISTRICT

Sherman, Connecticut

DRAFT

P5145

Students

Civil and Legal Rights and Responsibilities

The District recognizes its responsibility to provide a free, appropriate public education to students with disabilities under Section 504 of the Rehabilitation Act of 1973, (Section 504). Accordingly, no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any District program or activity, including extra-curricular athletics or other non-academic activities, or those provided by the District through contractual or other arrangements. District aids, benefits and services will afford qualified students with disabilities equal opportunity to obtain the same result, gain the same benefit or reach the same level of achievement as students without disabilities in the most integrated setting appropriate to the student's needs. Programs and activities shall be accessible to and usable by individuals with disabilities as prescribed by law.

The District, in order to fulfill its obligation under Section 504, recognizes its responsibility to avoid discrimination in policies and practices regarding its personnel, students, parent/guardians and members of the public who participate in school-sponsored programs.

A qualified individual with disabilities under Section 504 is an individual who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment or is regarded as having such an impairment.

Major life activities, as defined by the Americans with Disabilities Act Amendments of 2008, include caring for one's self, walking, seeing, hearing, speaking, breathing, working, performing manual tasks, learning, eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, communicating; and major bodily functions, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

In compliance with the provisions of Section 504, the District will:

1. Provide written assurance of nondiscrimination in accordance with application procedures whenever the District receives federal money;
2. Designate an employee to coordinate compliance with Section 504;
3. Provide procedures to resolve complaints of discrimination under Section 504;
4. Provide notice to students, parents, employees, including those with vision or hearing impairments, of the District's policy and compliance with law assuring nondiscrimination in admission or access to, or treatment, in District programs, activities or employment. Notice will be included in student/parent and staff handbooks and other materials as appropriate;
5. Annually identify and locate all Section 504 qualified students with disabilities in the District who are not receiving a free appropriate, public education;
6. Ensure that tests and other evaluation materials have been validated, are administered by trained personnel, are tailored to assess educational need and are not solely based on IQ scores, and reflect what the tests purport to measure;
7. Provide nonacademic and extracurricular services and activities in such a manner as to afford qualified students with disabilities an equal opportunity for participation in such services and activities by making reasonable modifications* and provide those aids and services that are necessary to ensure an equal opportunity to participate, unless the District can show that doing so would be a fundamental alteration to its programs;

*If a modification is necessary, the District must allow it unless doing so would result in a fundamental alteration of the extracurricular-athletic activity. A modification might constitute a fundamental alteration if it alters such an essential aspect of the activity or game that it would be unacceptable even if it affected all competitors equally (such as adding an extra base in baseball.) Alternatively, a change that has only a peripheral impact on the activity or game might nevertheless give a particular player with a disability an unfair advantage over others and, for that reason, fundamentally alter the character of the competition.

Nonacademic and extracurricular services and activities may include, but are not limited to, counseling services, transportation, health services, athletics, intramurals, clubs or organization activities, referrals to agencies which provide assistance to persons with disabilities and employment of students, including both employment by the district and assistance by the district in making available outside employment.

8. Annually notify students with disabilities and their parents or guardians of the District's responsibilities under Section 504, including those with limited proficiency in English and those with vision or hearing impairments;

9. Provide parents or guardians with procedural safeguards, including notification of their right:

- a. To be notified in writing of any decisions made by the District concerning the identification, evaluation or educational placement of their student pursuant to Section 504. (The District will request parental consent prior to conducting an evaluation of the student);
- b. To examine, copy and request amendments of the student's educational records;
- c. To request an impartial hearing, with opportunity for participation by the student's parents or guardian and representation by counsel regarding District decisions concerning identification, evaluation or educational placement of their student. A review procedure will be provided. In addition, a complaint may be filed with the Office for Civil Rights, U.S. Department of Education (OCR) (617-289-0111) Office for Civil Rights, Boston Office).

10. Students with disabilities who cannot participate in the school's existing extracurricular athletics program, even with reasonable modifications or aids and services, still have an equal opportunity to receive the benefits of extracurricular athletics. If a request to participate is made by a student or family, the district therefore may create additional opportunities for such students, such as creating disability-specific teams for sports like wheelchair tennis or basketball. (If numbers are insufficient, districts can develop regional teams, mix male and female students with disabilities on teams together, and offer "allied" or "unified" sports teams mixing disabled and non-disabled students.)

Students identified as qualified individuals with disabilities under Section 504 shall be placed in the regular educational environment unless it is demonstrated by the District that the education of the student with the use of related aids and services in such a placement cannot be achieved satisfactorily. All placement decisions will be made by an evaluation team comprised of persons designated by the Superintendent or designee, knowledgeable about the student, the meaning of the evaluation data and placement options.

Students will be reevaluated periodically, but no less than every three years. Additionally, before implementing discipline that constitutes a significant change in the placement (i.e., expulsion, serial suspensions which exceed 10 school days in a school year, a series of suspensions each of which is 10 or fewer school days in duration but that creates a pattern of

exclusion), the District shall conduct a reevaluation of the student to determine whether the misconduct in question is caused by the student's disability and, if so, whether the student's current educational program and placement is appropriate.

If it is determined that the misconduct of the student is caused by the disability, the District's team will continue the evaluation, following the requirements of Section 504 and the Americans with Disabilities Act of 1990 and Americans with Disabilities Act Amendments Act of 2008 (ADA) for evaluation, programming and placement to determine whether the student's current educational program and placement is appropriate. Due process procedures that meet the requirements of the IDEA may be used to meet the procedural safeguards of law.

If it is determined that the misconduct is not caused by the student's disability, the student may be excluded from school in the same manner as are similarly situated students who do not have disabilities.

A student identified as a qualified individual with disabilities under Section 504, who is also covered by the Individuals with Disabilities Education Act, will be disciplined in accordance with Board policy #[5144.3](#), "Discipline of Students with Disabilities."

A reevaluation will also be required before any other significant change in program and/or placement (i.e., transferring a student to alternative education, significantly changing the composition of the student's class schedule, such as from regular education to the resource room, etc.).

Legal Reference: Connecticut General Statutes

[10-15c](#) Discrimination in public schools prohibited.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§791, 793-794 (2006), (34 Code of Federal Regulations Part 104)

Americans with Disabilities Act of 1990, 42 U.S.C. §§12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006)

Americans with Disabilities Amendments Act of 2008

U.S. Department of Education, Office for Civil Rights, "Dear Colleague Letter," 113 LRP 3326 (OCR 1/25/13)

Policy adopted:

DRAFT**P4152.6****4252.6****Personnel -- Certified/Non-Certified****Personal Leaves****Family and Medical Leave Act**

The Board will provide leave to eligible employees consistent with the Family and Medical Leave Act of 1993 (FMLA) as amended and the Family Medical Leave Act as part of the National Defense Authorization Acts of 2008 and for Fiscal Year 2010 (which expanded certain leave to military families and veterans for specific circumstances) and 2013 Final Rules. Eligible employees (employment for at least one-year and at least 1,250 hours actually worked in the twelve-month period immediately preceding the commencement of the leave) are entitled to up to 12 work weeks of unpaid family and medical leave in any 12-month period. The District will continue to pay the district's share of the employee's health benefits during the leave. In addition, the District will restore the employee to the same or an equivalent position with equivalent benefits, pay and other conditions of employment after the termination of the leave in accordance with Board policy and collective bargaining agreements.

Paraprofessionals are also eligible to benefits equal to those under the federal FMLA if such paraprofessional was employed for at least one year and for at least 950 hours over the previous twelve-month period preceding the commencement of the leave. A paraprofessional is defined as a school employee who performs duties that are instructional in nature or delivers either direct or indirect services to students and/or parents and serves in a position for which a teacher has ultimate responsibility for the design and implementation of educational programs and services.

Eligible employees are entitled to take unpaid leave for a covered family member's service in the Armed Forces, for any one or for a combination of the following reasons:

- ☐ A "qualifying exigency" as defined by Department of Labor regulations arising out of a covered family member's covered active duty or Federal call to covered active duty (including as a member of the National Guard or Reserves) in the Armed Forces including deployment to a foreign country or to international waters;
- ☐ To care for a covered family member who has incurred a serious injury or illness in the line of duty while on covered active duty in the Armed Forces (includes National Guard and Reserves) provided that such duty or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating; and/or
- ☐ To care for a covered family member who is a veteran who is undergoing medical treatment, recuperation or therapy for a service related illness or injury that was incurred or aggravated while on active duty and manifested itself before or after the member became a veteran, within five years after a veteran leaves service.
- ☐ To care for a parent of a military member called to active duty provided the military member is the spouse, (including same-sex marriages*), parent or child of the employee.

When leave is due to a "qualifying exigency" of a service member, an eligible employee may take up to 12 work weeks of leave during any 12-month period. When such leave is to care for an injured or ill service member, an eligible employee may take up to 26 work weeks of leave during a single 12-month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.

Employees will not be deprived of any employment benefits accrued before taking FMLA leave.

The District will maintain health insurance benefits at the same basis as is provided to other similarly situated

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employees. Conversely, employees on FMLA leave are not entitled to accrue any seniority or benefits during the leave unless determined otherwise due to a collective bargaining agreement. When an employee returns from FMLA leave, benefits will be resumed in the same manner as provided prior to taking the leave, subject to any changes in benefit levels that may have occurred during the FMLA leave period and which affect the entire work force. Leave available for eligible employees under FMLA is not intended to supplement leave otherwise provided to such employees. The District may require the eligible employee substitute any accrued vacation or sick leave for any part of the twelve-week period that may be taken for the serious health condition of a spouse, child or parent, or for the employee's own serious health condition.

In complying with the FMLA, the District will adhere to the requirements of the Americans with Disabilities Act as well as other applicable federal and state laws.

The Board, in compliance with state statute, shall provide to its employees who are a party to a civil union with the same family and medical leave benefits under the federal Family Medical Leave Act (FMLA) as are provided to employees who are party to a marriage. The term "marriage" includes a same-sex marriage which all states must now recognize, or common law marriages that either was entered into in Connecticut or another state that recognizes such marriages or if entered into out of Connecticut is valid in the place where entered into and could have been entered into in at least one state. In addition, the Board shall allow its employees leave time under this policy to serve as organ or bone marrow donors.

The District, in compliance with FMLA's regulations, will post and keep posted on its premises, in conspicuous places where employees are employed, a notice explaining the provisions of the FMLA and providing information concerning the procedures for filing complaints of violations of the Act. Electronic posting may be utilized.

(cf. [4118.14](#) - Disabilities)

(cf. 4151.2 - Family Illness)

(cf. [4152.3](#) - Maternity; Adoptive; Child Care)

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Legal Reference: P.L. 103-3 and 29 CFR Part 825 - The Family and Medical Leave Act of 1993, as amended by H.R. 4986, the National Defense Authorization Act for Fiscal Year 2008, Section 585. 29 U.S.C. §2601 et seq. and the National Defense Authorization act for Fiscal Year 2010, Public Law 111-84, section 565, Title V

Final Rule - published in Federal Register, Vol. 60, Nov. 4, Friday, January 6, 1995, as amended on February 3, 1995, March 30, 1995, and on November 17, 2008. Rules and Regulations (29 CFR Part 825).

Final Rule - published in Federal Register, Vol. 78, Wed. February 6, 2013

Final Rule - published in Federal Register, Vol. 80, No. 37 Wednesday, February 25, 2015

Connecticut General Statutes

[46b](#)-3800 Applicability of statutes to civil unions and parties to a civil union.

PA 07-245 An Act Concerning Family and Medical Leave for Municipal Employees.

PA 07-245 An Act Concerning Family and Medical Leave for Municipal Employees

PA 12-43 An Act Concerning Family and Medical Leave Benefits for Certain Municipal Employees

United States v. Windsor, U.S. 133 S. Ct. 2675 (2013)

Obergefell v. Hodges, No. 14-556, 135 S. Ct. 2584 (2015)

Policy adopted: