

## **RESOLUTION AGREEMENT**

**July 17, 2024**

WHEREAS, the Connecticut State Department of Education ("CSDE") initiated a proceeding before the Connecticut State Board of Education ("SBOE") pursuant to C.G.S. Section 10-4b, in which the CSDE sought to inquire into whether the Killingly Board of Education ("Killingly BOE") was implementing the educational interests of the state in connection with the access to and/or provision of behavioral health supports available to students of the Killingly Public Schools (known in this Agreement as the "10-4b proceeding"); and

WHEREAS, the SBOE granted the request of certain citizens of the Town of Killingly to intervene in the 10-4b proceeding (referred to in this Agreement as the "Intervenors"); and

WHEREAS, the SBOE convened hearing dates in November 2023, December 2023 and March 2024 to receive testimony and evidence related to the 10-4b proceeding; and

WHEREAS, the Killingly BOE entered into a memorandum of agreement (MOA), dated May 1, 2023, with Community Health Resources, Inc., a provider of behavioral health services in Connecticut, to provide CHR with physical space and related support for CHR to provide access to behavioral health services for students on-site at Killingly Intermediate School (KIS) and Killingly High School (KHS), with direct services provided by CHR to Killingly students and families during the 2023-2024 school year; and

WHEREAS, CHR currently provides behavioral health services three days a week between the hours of 8 AM and 2 PM, utilizing the services of one (1.0) full-time equivalent behavior health therapist to provide such services; and

WHEREAS, on June 12, 2024, the Killingly BOE unanimously approved a motion authorizing its chairperson to enter into an amendment of the MOA for the 2024-2025 school year to provide certain funding and related resources (space, utilities, outreach, etc.) in exchange for, among other things, the agreement of CHR to (i) expand behavioral health services on a full-time basis at KHS and KIS, (ii) expand behavioral health services 2.5 regular school days each school week at Killingly Memorial School (KMS), and (iii) provide supervision and support of the CHR behavioral therapists for a minimum of 1.25 regular school days per each school week and up to 2.5 regular school days each school weeks (increase will be determined by standard of care applicable based on caseloads of Provider's therapists) through an on-site supervisor who would work at KMS (referred to in this Agreement as the "Limited Amendment of MOA"); and

WHEREAS, the CSDE, Killingly BOE and Intervenors (collectively, the "Parties"), engaged in settlement discussions in an effort to resolve the pending 10-4b proceeding; and

NOW, THEREFORE, the Parties, in an effort to resolve all claims made in the 10-4b proceeding, agree as follows:

### **I. Killingly BOE Support of Limited Amendment of MOA for Behavioral Health Services at KHS, KIS and KMS through June 2025**

On June 12, 2024, the Killingly BOE authorized its chairperson to execute a Limited Amendment of MOA for the 2024-2025 school year. The Limited Amendment of MOA approved by the Killingly BOE includes the following agreements: (i) the Killingly BOE will provide CHR with physical space in KHS, KIS and KMS for CHR to operate its outpatient clinics (conditioned upon CHR receiving permission from the Connecticut Department of Public Health to operate its clinic at KMS), (ii) CHR will expand its outreach efforts to students and families of Killingly Public Schools and the Killingly Public Schools will cooperate with CHR in outreach to, and support of, Killingly families and students; (iii) CHR will expand its staffing to a minimum of 2.75 full-time equivalent staffing up to a maximum of 3.0 full-time equivalent staffing with distribution between the school clinic locations as outlined in the Limited Amendment of MOA, (iv) Killingly Public Schools to provide certain funding to CHR for the 2024-2025 school year to facilitate and support the expansion of behavioral health services for the 2024-2025 school year, and (v) CHR to cooperate in providing information to Killingly Public Schools and Connecticut State Department of Education during the 2024-2025.

### **II. Technical Assistance from the CSDE**

The Parties agree that the CSDE will meet semi-annually with representatives of the Killingly Public Schools (including administrators and educators), CHR and Killingly students/families to discuss the behavioral health needs of Killingly students as well as the provision of behavior health services to Killingly students. Each semi-annual meeting will be

held in the Killingly Public Schools with the understanding the meetings with educators and students will be held after regular school hours. The CSDE and administration of the Killingly Public Schools will set the dates for the semi-annual meetings at the start of the 2024-2025 school year. The CSDE representative will provide an agenda for each meeting at least 72 hours in advance. The CSDE will meet with the administration of the Killingly Public Schools and CHR, as appropriate, after each visit to discuss any feedback from the site visit, including any area of concern. The CSDE will provide a reasonable period of time, at least thirty (30) school days, for Killingly Public Schools to develop a plan to address any identified area of concern. The CSDE retains its rights under Sections 10-4a and 10-4b of the Connecticut General Statutes.

**III. Withdrawal of 10-4b Proceeding Before SBOE**

Upon the execution of this Agreement by the Killingly BOE, Intervenors and CSDE, the CSDE and Intervenors shall present this Agreement to the SBOE. The Parties will seek permission of the Panel to withdraw the complaint and matters raised in the 10-4b proceeding pending before the SBOE. Such withdrawal will be without prejudice during the term of this Agreement as set forth in Section V hereof but shall be deemed with prejudice as of July 1, 2025, except as set forth in Section IV hereof.

**IV. Procedures for Resolving Concerns Related to Resolution Agreement**

Should the CSDE have any concern regarding compliance with the terms of this Agreement, the CSDE shall contact the administration of the Killingly Public Schools to discuss any such concern. The CSDE and administration for the Killingly Public Schools may discuss possible ways to resolve any concern. Notwithstanding the foregoing, should at any time the CSDE deem the Killingly Public Schools to be in material breach of this Agreement, and should the discussions provided for in this section not resolve such determination by the CSDE, the CSDE shall be free to reinstate the current proceedings or initiate new proceedings under Section 10-4b of the Connecticut General Statutes, and the Parties agree that the evidence introduced to date during such proceedings will be incorporated into such reinstated or newly initiated proceedings.

**V. Term of Agreement**

The Agreement shall remain in full force and effect through June 30, 2025.

IN WITNESS WHEREOF, the Parties have set their hands on the dates noted below.

**KILLINGLY BOE**

Susan Lannon 7/18/2024

Susan Lannon  
Its Chair

Date

**CSDE**

Charlene M. Russell-Tucker 7/18/2024

Charlene M. Russell-Tucker,  
Commissioner of Education

Date

**INTERVENORS**

[Signature] 7/19/24

Date