

**WINDHAM SOUTHEAST SUPERVISORY UNION
WINDHAM SOUTHEAST SCHOOL DISTRICT
53 GREEN STREET, BRATTLEBORO, VERMONT
2023-2024**

The Windham Southeast Supervisory Union (WSESU) and Windham Southeast School District (WSESD) welcome all new and returning students and their families. Parents, guardians, and family members are encouraged to call their child's school to arrange for a tour or classroom visit. In addition, there are many volunteer opportunities for adults of all ages in our schools. Please contact your local school for more information.

REGISTRATION FOR NEW STUDENTS

Registration for students entering the Brattleboro Schools (Academy, Green Street, Oak Grove) is ongoing and takes place by appointment at the WSESU Central Office, 53 Green Street during the summer months. Please call 802-254-3730 to arrange a convenient time. Early Education Services Head Start and Early Head Start applications are taken year-round at 130 Birge Street. Applications are also available at earlyeducationservices.org under the Contacts section. In Dummerston, please call 802-254-2733, ext. 101 beginning August 14, to arrange a registration appointment. Guilford Central School will be staffed between 9:00 a.m. and 2:00 p.m. starting on August 15 for registration. Putney Central School will be staffed starting the week of August 15. Please call ahead (802-387-5521 ext. 130) to make an appointment with Marisa Lazarus-Miner, School Counselor. Vernon Elementary School will be staffed the week of August 21 between 9:00 a.m. and noon, and from 1:00 p.m. to 3:00 p.m. for new families to register, or you can email mross@wsesu.org to set up an appointment. Brattleboro Union High School (BUHS) will generally be staffed all summer between 8:00-3:00. Please call ahead (802-451-3424) between the hours of 8:00 a.m. and 3:00 p.m., if you would like to make an appointment with the high school's Registrar. The BUHS school counselors are available starting August 19 for any returning student schedule changes. The Windham Regional Career Center (WRCC) registration process starts at each student's home school. See your guidance counselor about registering for WRCC programs. The Brattleboro Area Middle School (BAMS) will generally be staffed all summer between 8:00 a.m. and 3:00 p.m. Please call ahead at 802-451-3500 if you would like to make an appointment for registration paperwork or a tour. The BAMS counselors are available starting August 21st.

IMPORTANT DATES

Wednesday, August 30

Early Education Services (EES) classes begin.

School for students in grades K-8 begins for Dummerston, PreK-8 in Putney, PreK-6 Oak Grove, PreK-6 in Guilford, and K-6 for Green Street, Academy, and Vernon schools. School for students PreK-8 begins in Putney with an 11:45 dismissal.

School for BAMS 7th graders will begin on Wednesday, August 30. Students and their families are invited to a "welcome-aboard meeting" at 8:30 a.m. on August 30.

Brattleboro Union High School - grade 9 only - attend at 8:45 a.m.

PreK – Kindergarten dismissal information will be distributed to families before the start of school. The complete kindergarten schedule is listed below.

Thursday, August 31	All 9-12 grade classes start at BUHS and WRCC. BAMS 8th grade students' first day at BAMS Windham Regional Career Center open for grades 9-12.
Friday, September 1	Early Childhood Special Education Services (ECSE) begin.
Monday, September 4	Labor Day – No School
Tuesday, September 5	First full day of Kindergarten First day for Dummerston PreK
Monday, September 11	First full day of PreK – Guilford and Oak Grove

SCHOOL HOURS

Brattleboro:

Academy School	Drop-Off 7:50-8:10 a.m. Grades K-6: 8:10 a.m. (breakfast for all) Kindergarten: 8:20 a.m. to 2:40 p.m. Grades 1-6: 8:20 a.m. to 2:50 p.m.
Green Street School	8:15 a.m. to 2:45 p.m.
Oak Grove School	8:15 a.m. to 2:45 p.m. (PreK-6)
Early Education Services	8:00 a.m. to 3:00 p.m. (with before/after school care 7:30-8:00 a.m. and 3:00-4:30 p.m.)
Brattleboro Union High School	8:45 a.m. to 3:30 p.m.
Brattleboro Area Middle School	8:40 a.m. to 3:30 p.m.
Windham Regional Career Center	8:45 a.m. to 3:30 p.m.
Dummerston School	8:15 a.m. to 2:45 p.m. (PreK-8)
Guilford Central School	8:00 a.m. to 2:40 p.m. (PreK-6).
Putney Central School	8:15 a.m. to 2:45 p.m.
Vernon Elementary School	8:15 a.m. to 2:45 p.m.

KINDERGARTEN / PREK HOURS

<u>School</u>	
Academy	8:10 to 2:40 (11:30 a.m. 8/30 thru 9/1)
Green Street	8:15 to 2:45 (11:30 a.m. 8/30 thru 9/1)
Oak Grove	8:15 to 2:45 (11:30 a.m. K 8/30 thru 9/1 – PreK 8/30 thru 9/8)
Dummerston	8:15 to 2:45 (11:45 a.m. K 8/30 thru 9/1)
Guilford	8:00 to 2:40 (12:00 p.m. K 8/30 thru 9/1 – PreK 8/30 thru 9/8)
Putney	8:15 to 2:45 (11:45 a.m. 8/30 thru 9/1 – includes PreK)
Vernon	8:15 to 2:45 (11:45 a.m. 8/30 thru 9/1)

NUTRITION PROGRAMS AT SCHOOLS

Breakfast and lunch are provided at all district sites on a daily basis. Please check school newsletters in your district for serving times. School lunches and breakfast begin on the first day of school.

	Brattleboro Elementary Schools	Dummerston Elementary School	Guilford Central School	Putney Central School	Vernon Elementary School	BUHS/BAMS
Breakfast	<i>free*</i>	<i>free*</i>	<i>free*</i>	<i>free*</i>	<i>free*</i>	<i>free*</i>
Lunch	<i>free*</i>	<i>free*</i>	<i>free*</i>	<i>free*</i>	<i>free*</i>	<i>free*</i>
A la cart milk	\$.65	\$.65	\$.65	\$.65	\$.65	\$.65
Adult Breakfast	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
Adult Lunch	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25

* USDA and State Funded – breakfast and lunch are free in 2023-2024

NOTE: THESE PRICES ARE SUBJECT TO CHANGE

Children need healthy meals to learn. In School Year 2023-2024, all children will receive a free breakfast and lunch regardless of household income eligibility. A la Carte items will have a fee due at time of purchase.

It is still very important for families with students at **Brattleboro Union High School, Brattleboro Area Middle School, Dummerston Elementary School, Guilford Central School, and Vernon Elementary School to submit the Application for Free and Reduced Price School Meals.** Even though school meals are free, these applications help us to track our community’s Free and Reduced Percentage, which is important as it allows us to maximize our reimbursement from the state and federal government for school meals. Filling out and returning the application may help your family, your school, and community at large, qualify for important financial assistance. Grant funds for the school for more staff and telecom reimbursements for the community are just a few examples of the benefits of having higher free and reduced percentages. Free and Reduced Applications will be available through a link to

Mealtime [mymealtime.com/apps] and a link to Mealtime will also be available on the WSESU website. A paper copy of the Free and Reduced Meal Application with instructions will be sent out to families with students attending the Provision 2 schools in August.

Academy School, Green Street School, Oak Grove School, and Putney Central School are Community Eligibility Provision (CEP) schools and will need parents/caregivers to complete the Household Income Form. Schools will send out these forms to be completed and returned to the school(s) your child/children are attending. Filling out and returning this information may help your family, the school, and community at large qualify for other financial assistance. Grant funds for the school and telecom reimbursements for the community are just a few examples of the benefits of having higher free and reduced percentages. Household Income Forms with instructions will be sent out to families with children attending CEP schools in August.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.

This institution is an equal opportunity provider.

SCHOOL—PARENT/GUARDIAN COMMUNICATIONS

Please direct any questions you might have regarding school registration, schedules, programs, transportation, or lunch to the following administrators.

Academy School	Kelly Dias	802-254-3743 Ext. 102
Brattleboro Area Middle School	Keith Lyman	802-451-3500
Brattleboro Union High School	Hannah Parker	802-451-3409
Dummerston School	Julianne Eagan	802-254-2733 Ext. 101
Early Education Services	Debra Gass	802-254-3742 Ext. 110

Green Street School	Kate Margaitis	802-254-3737
Guilford Central School	John Gagnon	802-254-2271
Oak Grove School	Mary Kaufmann	802-254-3740
Putney Central School	Jon Sessions	802-387-5521
Vernon Elementary School	Mary Ross	802-254-5373
Windham Regional Career Center	Nancy Wiese	802-451-3911
Special Education Services	Tate Erickson	802-254-3748

Please make note of your child's school phone number so that you can report their absence during the school year. The schools require that parents/guardians phone to report each absence. Please phone your child's school within 30 minutes of your school's start time. Please check your school's handbook for specific calling deadlines. When the school cannot confirm that the child is at home or excused, the absence will be reported to the police in the interest of student safety.

Parent/guardian communication is important. During the school day the expectation is that our teachers are teaching and working with students. Therefore, during the work-week teachers *will do their best* to return most emails and phone calls within 24 hours.

SCHOOL CANCELLATIONS

School cancellations due to weather are announced through School Messenger and on local radio stations WTSA 96.7 FM/WKVT 92.7 FM/WKNE 103.7 FM. We make every effort to announce school closings by 6:00 a.m. Early Education Services also provides school cancellation announcements on its face book page.

The school calendar includes 4 snow days. If we use more than the 4 days allotted for snow cancellations, then the scheduled closing day of the school year will be moved accordingly. Example: If we have 5 snow days then the last day of school will be Thursday, June 20, instead of Tuesday, June 18 (keeping in mind that there would not be school on June 19th, the observed holiday of Juneteenth). Similarly, if only 3 snow days are used, then the last scheduled day of school will be on Monday, June 17. Parents/guardians are encouraged not to schedule vacations or their children's summer activities within a day or two of the proposed closing date.

Early school closings due to inclement weather occur when the district is advised that a storm's intensity will result in late delivery of children to their homes. On these days Brattleboro Union High School/Brattleboro Area Middle School/Windham Regional Career Center is generally dismissed earlier than scheduled so that the elementary school bus runs can be made to get all children home in a safe and timely manner (i.e., prior to severe road conditions and prior to dark). Early school closings due to weather are announced through School Messenger, and the local radio stations. It is essential that the schools have current telephone contact information.

STUDENT ATTENDANCE

Student attendance is critical to the academic success of your child. Absences are the responsibility of the parents/guardians and will be pursued aggressively as truancy by the school district and State's Attorney's office. For more information, please see the district attendance policy contained in individual school handbooks.

WSESU SEEKS TO IDENTIFY CHILDREN WITH DISABILITIES FOR EDUCATIONAL SERVICES

The Windham Southeast Supervisory Union is required by federal law to locate, identify and evaluate all children with disabilities. The process of locating, identifying and evaluating children with disabilities is known as Child Find.

Windham Southeast Supervisory Union schools conduct Kindergarten screening each spring, but parents/guardians may call to make an appointment to discuss their concerns at any time. As the school district of residence, WSESU has the responsibility to identify and provide services to any child with special needs who may require special education and related services in order to access and benefit from public education.

If you have, or know of any WSESU resident who has a child with a disability under the age of 21 or a child who attends a private school located in Brattleboro, Dummerston, Guilford, Putney or Vernon, we would like to hear from you. This includes individuals who are homeless, migrant, home schooled and/or individuals attending private schools. Sometimes parents/guardians are unaware that special education services are available to their children.

Please contact the School Principal at any of our WSESU Schools or the Director of Special Education, Tate Erickson, at 802-254-3748 or terickson@wsesdvt.org.

Brattleboro Area Middle School	802-451-3500
Brattleboro Union High School	802-451-3400
Academy School	802-254-3743
Green Street School	802-254-3737
Oak Grove School	802-254-3740
Dummerston School	802-254-2733
Guilford School	802-254-2271
Putney Central School	802-387-5521
Vernon Elementary School	802-254-5373
Early Childhood Special Education	802-254-3765

EDUCATIONAL SUPPORT SYSTEM (ESS)

Act 117 requires that every local school district have an educational support system for children who require additional assistance in order to succeed in the general education environment. The Educational Support System is designed to meet the needs of those students who are at risk of not meeting the Vermont Standards and consists of a range of services, supports, resources, and skilled staff. It includes, but is not limited to, remedial and specialized reading programs, services geared toward students with challenging behaviors, support for students with limited English proficiency, health and nutrition needs, special education, Title I and other academic and non-academic supports. Please refer to your school's principal for further information.

ANNUAL NOTIFICATION OF DESIGNATION OF DIRECTORY INFORMATION AND RIGHT OF REFUSAL

TO: All parents/guardians of students and to eligible students* currently attending schools in the Windham Southeast Supervisory Union and Windham Southeast School District (including Brattleboro Union High School, Brattleboro Area Middle School, Windham Regional Career Center, Dummerston School, Guilford Central School, Putney Central School, Vernon

Elementary School, Academy School, Early Education Services, Green Street School, Oak Grove School, and the WSESU Early Childhood Special Education Program).

Schools in the Windham Southeast Supervisory Union / Windham Southeast School District may disclose designated directory information on students without the prior consent of the parent/guardian or eligible students and without any record of such disclosure. The following types of personally identifiable information have been designated directory information:

- Student's name, address, telephone number, date and place of birth;
- Major field of study;
- Participation in officially recognized activities or sports;
- Weight and height of members of athletic teams;
- Dates of attendance, degrees/awards received;
- Most recent previous educational agency or institution attended by the student.

Disclosure may include such personally identifiable information contained or reflected in photographs.

If you are an eligible student and are currently attending any of the above-named schools, or if you are the parent/guardian of a student currently attending school in any of the above-named schools, you have a right to refuse to permit the designation of any or all of these types of information as directory information concerning your child or (if you are an eligible student) yourself, by providing written notice of your refusal, listing the type(s) of information which you refuse to have so designated, to the principal of the school your child attends (or the school you attend, if you are an eligible student), on or before the close of business on September 9, 2022.

*You are an eligible student if you are at least 18 years of age or are attending an institution of post-secondary education.

ANNUAL NOTIFICATION OF RIGHTS OF PARENTS AND ELIGIBLE STUDENTS CONCERNING EDUCATION RECORDS

TO: All parents/guardians of students and to eligible students* currently attending schools in the Windham Southeast Supervisory Union and Windham Southeast School District (including Brattleboro Union High School, Brattleboro Area Middle School, Windham Regional Career Center, Dummerston School, Guilford Central School, Putney Central School, Vernon Elementary School, Academy School, Early Education Services, Green Street School, Oak Grove School, and the WSESU Early Childhood Special Education Program).

1. As the parent/guardian of a student enrolled in the Windham Southeast Supervisory Union / Windham Southeast School District, or as an eligible student, you have the following rights with respect to your child's (or, if an eligible student, your own) education records:
 - a. To inspect and review the student's education records.
 - b. To seek amendment of the student's education records if you believe that they are inaccurate, misleading, or otherwise in violation of the student's privacy rights;
 - c. To provide consent prior to disclosures of personally identifiable information contained in the student's education records, except to the extent that the law allows disclosure without your consent;

- d. To file a complaint with the US Department of Education concerning alleged failures by the school district to comply with the requirements of law with respect to your rights under the Family Educational Rights and Privacy Act (FERPA). A complaint may be made in writing to the Family Policy Compliance Office, US Department of Education, 4512 Switzer Building, Washington, DC 20202-4605.
2. The procedure for exercising your right to inspect and review education records is as follows:

Parent(s)/guardian(s) or eligible students may review a student's education records with an authorized member of the school staff by scheduling an appointment through the school principal (or, if the record is maintained in the supervisory union office, through the superintendent). Requests for a review or inspection of education records will be complied with no later than 45 days from receipt of a written request by the parent/guardian/eligible student. Requests for review of records in preparation for a meeting regarding an IEP or hearing relating to special education matters shall be complied with before the meeting. The school will respond to reasonable requests for explanations or interpretations of part(s) of the education records. The district will provide copies of education records, or otherwise arrange for access for inspection and review, to parents/guardians or eligible students where failure to do so would effectively prevent them from exercising their right to inspect and review the records. Charges for copies of educational records kept at the Central Office of the supervisory union will be based on the actual cost of copying as determined by the superintendent. No charge shall be made for search or retrieval of records. At no time shall the copying fee effectively prevent exercise of the right to inspect and review the records. The district will not provide copies of standardized test questions or answers, nor will it provide copies of copyrighted materials. Where such materials contain personally identifiable information, the parents/guardians/eligible student shall be allowed to inspect and review the item.

3. The procedure for seeking amendment of education records is as follows:
 - a. If a parent/guardian or eligible student believes that the education records of the student are inaccurate, misleading, or in violation of the student's privacy rights, they may request amendment of the record.

The request should identify the part of the record they want changed, and should specify why it is believed to be inaccurate, misleading or in violation of the student's privacy or other rights. The request should be addressed to the school principal, in writing, who will make a decision, or refer it to an appropriate staff member for decision. The decision whether to comply shall be made within a reasonable time after receipt of the request.
 - b. If the decision is made to comply with the requested amendment, the request shall be carried out promptly, with notice to the requesting party. If it is decided not to comply in whole or in part, the district shall notify the parent/guardian or eligible student of the decision in writing and advise them of their right to request a hearing.
 - c. Upon request, the school district shall arrange for a hearing, and notify the parent/guardian or eligible student, reasonably in advance, of the date, place and time of the hearing. The hearing shall be held within a reasonable time after receipt of the hearing request.

- d. The hearing will be conducted by the superintendent or designee (the “hearing officer”). The hearing officer may be a school district official, but may not be a person with a direct interest in the outcome of the hearing. The parents/guardians or eligible student will be afforded a full and fair opportunity to present evidence showing that the record is inaccurate, misleading or in violation of the student’s privacy rights. The parents/guardians or eligible student may be assisted by one or more individuals, including an attorney, at their own expense.
 - e. Within a reasonable time after the close of the hearing, the hearing officer shall prepare a written decision based solely on the evidence presented at the hearing. The decision will include a summary of the evidence presented and the reason for the decision, and/or commenting on the disputed information.
 - f. If the hearing officer decides that the challenged information is not inaccurate, misleading, or in violation of the student’s right of privacy, the hearing officer shall notify the parents/guardians or eligible student that they have a right to place in the record a statement setting forth reasons for disagreeing with the decision.
 - g. The statement will be maintained as part of the student’s education records as long as the contested portion is maintained. Thereafter, whenever the district discloses the contested portion of the record, it shall also disclose the statement.
 - h. If the hearing officer decides that the information is inaccurate, misleading, or in violation of the student’s right of privacy, the district will amend the record and notify the parents/guardians or eligible student, in writing, that the record has been amended.
4. The supervisory union/school district and its member towns have a policy of disclosing education records to school officials with a legitimate educational interest without prior consent. A “school official with a legitimate educational interest” is defined as follows:
- “School official with a legitimate educational interest” means any teacher, administrator, other professional or service provider employed by or contracted with the district to provide educationally-related service (including, but not limited to, consultants, attorneys, auditors, insurers, evaluators, support staff, substitutes, assigned student teachers, interns, volunteers, teacher’s paraeducators), or school board member who needs information relating to a particular student in order to carry out their official duties for the district. Where an issue is raised, the principal (or superintendent) shall decide whether an individual has a legitimate educational interest in the information or record.
5. The supervisory union/school district and its member towns forward education records to other agencies or institutions that have requested records and in which the student seeks or intends to enroll, or has enrolled. Upon your request, copies of the records forwarded will be provided to you. You may request a hearing for the purpose of amending records.

This Annual Notification of Rights is only a summary of rights. Your rights to inspect and review education records, and the school district’s duty to have your written consent prior to disclosure of personally identifiable information, are subject to limitations. Further details are contained in the school district’s detailed student record policy and procedure (F6), and in state and federal law.

*You are an eligible student if you are at least 18 years of age or are attending an institution of post-secondary education.

NOTICE TO PARENTS/GUARDIANS AND STUDENTS ABOUT PROTECTION OF PUPIL RIGHTS

Students and the parents/guardians of students attending the schools of the Windham Southeast Supervisory Union (WSESU) and Windham Southeast School District (WSESD), including Academy School, Brattleboro Area Middle School, Brattleboro Union High School, Dummerston School, Early Education Services, Green Street School, Guilford Central School, Oak Grove School, Putney Central School, Vernon Elementary School, Windham Regional Career Center, and the WSESU Early Childhood Special Education Program are hereby given notice of their rights under the Protection of Pupil Rights Amendment, which provides protections where students participate in surveys, analyses, or evaluations funded by the U.S. Department of Education.

By law, the WSESU/WSESD and its member towns must make available for inspection by parents/guardians of such students all instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any such survey, analysis or evaluation.

No student will be required, without the prior consent of the student (if the student is 18 or is an emancipated minor) or their parent/guardian (for a minor student), to submit to any US Department of Education funded survey, analysis or evaluation which seeks to reveal information concerning:

1. political affiliations;
2. mental and psychological problems embarrassing to student or the student's family;
3. sex behavior and attitudes;
4. illegal, anti-social, self-incriminating and demeaning behavior;
5. critical appraisals of other individuals with whom they have close family relationships;
6. legally recognized privileged or analogous relationships, such as those with lawyers, physicians and ministers, or
7. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program).

Parents/guardians have the right to inspect third party surveys of students before they are administered. Parents/guardians may opt the students out of participation in the collection or use of personal information gathered from students for the purpose of marketing that information (except for the development of educational products or services), and the administration of any non-emergency, invasive physical examination or screening that is not otherwise permitted or required by State law, including those without parental notification. [ESSA]

Questions or issues concerning this notice and/or the rights it describes should be addressed to the appropriate school administrator listed below:

Academy School	Kelly Dias	802-254-3743 Ext. 102
Brattleboro Area Middle School	Keith Lyman	802-451-3500
Brattleboro Union High School	Hannah Parker	802-451-3409

Dummerston School	Julianne Eagan	802-254-2733 Ext. 101
Early Education Services	Debra Gass	802-254-3742 Ext. 110
Green Street School	Kate Margaitis	802-254-3737
Guilford Central School	John Gagnon	802-254-2271
Oak Grove School	Mary Kaufmann	802-254-3740
Putney Central School	Jon Sessions	802-387-5521
Vernon Elementary School	Mary Ross	802-254-5373
Windham Regional Career Center	Nancy Wiese	802-451-3911
Special Education Services	Tate Erickson	802-254-3748

CERTIFICATION OF DRUG PREVENTION PROGRAM

The Windham Southeast Supervisory Union and Windham Southeast School District, including Academy School, Brattleboro Area Middle School, Brattleboro Union High School, Dummerston School, Early Education Services, Green Street School, Guilford Central School, Oak Grove School, Putney Central School, Vernon Elementary School, Windham Regional Career Center, and the WSESU Early Childhood Special Education Program, certify compliance with the Safe Drug-Free Schools and Communities Act.

Students and parents/guardians are informed that:

- Age-appropriate, developmentally based drug and alcohol education and prevention programs are provided for all children.
- The use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful.
- The unlawful possession, use, or distribution of illicit drugs and alcohol by students on school premises is strictly prohibited.
- Disciplinary sanctions up to and including expulsion, prosecution and rehabilitation may be imposed by the district.
- Copies of the policies and counseling re-entry programs are made available by request, through the building administrators.

Please also note that effective July 1, 1995, *the use of tobacco products by any person on school grounds is in violation of Vermont law.*

SCHOOL HEALTH SERVICES

WSESU School Nurses follow the guidance of the Vermont Department of Health and the Agency of Education through a set of Standards of Practice to provide health services for all students. WSESU Nurses use the Whole School, Whole Community, Whole Child (WSCC) model to achieve goals outlined in school continuous improvement plans, wellness policies, and multi-tiered system of support.

Please keep your child home if they are sick. Symptoms of COVID or other illnesses that may keep your child home include: fever, chills, cough, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion, runny nose, nausea or vomiting, stomachache, and diarrhea. Stay in touch with your medical provider. If your child has a chronic condition that includes these symptoms, a note from the medical provider is recommended. During the school day students may be sent home with any of these symptoms and/or if they are unable to participate in their learning. COVID testing may be indicated at school with permission of the parent/guardian. The school nurse will review the need for a return

to school plan after any illness. Students must be fever free without fever reducing medicine for 24 hours in order to return to school. Students with the above symptoms must be markedly improved before returning to school.

Immunization Requirements and Periodic Hearing and Vision Screening

The WSESU PreK-12 programs will collect proof of immunization or exemption from students prior to entry and while enrolled in accordance with the 18 V.S.A. § 1121. These regulations seek to prevent the introduction and/or transmission of vaccine-preventable diseases within childcare facilities and schools.

Vermont State Statute 16 V.S.A. § 1422 states that school districts shall conduct periodic hearing and vision screenings of school-aged children that are aligned with current research and best practice recommendations from the American Academy of Pediatrics. Hearing and vision screenings will be conducted for PreK, Kindergarten, the first, third, fifth, seventh, ninth and twelfth grade. In accordance with federal Every Student Succeeds Act (ESSA) regulations, parents/guardians are permitted to opt their children out of such tests. This request should be made in writing and sent to your child's school nurse.

Concussion Guidelines

WSESU schools follow the Vermont State Statute 16 V.S.A. § 1431 to develop guidelines, in consultation with the AOE, Vermont Department of Health, the Vermont Principals' Association, and the Vermont School Boards Insurance Trust, to ensure WSESU schools take reasonable steps to prevent and to minimize the effects of concussions. WSESU schools follow this guidance to educate their coaches, faculty, students, and parents/guardians regarding the prevention and mitigation of concussion-related injuries.

Condom and Menstrual Products Availability

WSESU Nurses follow the Vermont State Statute 16 V.S.A § 132 that states "In order to prevent or reduce unintended pregnancies and sexually transmitted diseases, each school district shall make condoms available to all students in its secondary schools, free of charge." Condoms are placed in locations that are safe and readily accessible to students, including the school nurse's office. WSESU School Nurses also follow Vermont State Statute 16 V.S.A. § 1432 in order to ensure that all students attending a public school or an approved independent school have access to menstrual products at no cost and without having to request them.

WSESU / WSED SCHOOL DISTRICT POLICIES

All schools within the Windham Southeast Supervisory Union / Windham Southeast School District maintain the necessary policies of the operation of the school district. The policies may be reviewed and copies obtained from the individual school principals, from the Office of the Superintendent of Schools, 53 Green Street, Brattleboro, or on the district's website www.wsesu.org.

NON-DISCRIMINATION

It is the intent of the Windham Southeast Supervisory Union and Windham Southeast School District, including Academy School, Brattleboro Area Middle School, Brattleboro Union High School, Dummerston School, Early Education Services, Green Street School, Guilford Central School, Oak Grove School, Putney Central School, Vernon Elementary School, Windham Regional Career Center, and the WSESU Early Childhood Special Education Program that the

Boards and its employees will not discriminate against any intended beneficiaries of statutory protection (including but not limited to students, employees, parents, guardians, other members of the community or applicants for employment or admission, and unions or professional organizations holding collective bargaining or professional agreements with the school district) on the basis of race, creed, color, marital status, national origin, sex, age, handicap, sexual orientation, and gender identity in admission and access to, or treatment or employment in, any of the supervisory union/school district programs and activities, policies, procedures and practices, as and to the extent provided by law. **(Also refer to WSESU / WSESD School District Policy F23 – Policy on Prevention of Harassment, Hazing, and Bullying of Students, F34 – Transgender and Gender Creative Students.)**

Any person having inquiries concerning the Windham Southeast Supervisory Union District's or Windham Southeast School District's compliance with the regulations implementing Title VI, Title VII, Title IX, the Americans with Disabilities Act, or Section 504 is directed to contact Michael Kelliher, Equity Coordinator, WSESU Central Office, 53 Green Street, Brattleboro, Vermont 05301, tel. 802-254-3730, who has been designated by the Windham Southeast Supervisory Union and Windham Southeast School District to coordinate the District's efforts to comply with the regulations implementing Title VI, Title VII, Title IX, the Americans with Disabilities Act, and Section 504.

EVERY STUDENT SUCCEEDS ACT (ESSA)

In accordance with this federal law, the school district is required to keep you informed regarding specific information pertaining to your child's education. Your school will be sharing this information with you throughout the year. You also have the right to obtain information on your child's achievement level in state-wide assessments.

Right to Review Teacher and Paraeducator Qualifications: As a parent/guardian of a student within the Windham Southeast Supervisory Union / Windham Southeast School District, you have the right to know the professional qualifications of the classroom teachers who instruct your child. Federal law allows you to ask for certain information about your child's classroom teachers, and requires us to give you this information in a timely manner if you ask for it. You have the right to know the level of achievement of any paraeducator that works with your child. [ESSA]

ASBESTOS COMPLIANCE

The Windham Southeast Supervisory Union and Windham Southeast School District, including Academy School, Brattleboro Area Middle School, Brattleboro Union High School, Dummerston School, Early Education Services, Green Street School, Guilford Central School, Oak Grove School, Putney Central School, Vernon Elementary School, Windham Regional Career Center, and the WSESU Early Childhood Special Education Program, have complied with the Environmental Protection Agency Regulations (Asbestos Hazard Emergency Response Act) contained in CFR Part 763, which pertains to the requirements for having all school buildings owned, rented, or leased inspected for asbestos-containing materials and the preparation of Asbestos Management Plans, based upon the results of the inspections. These plans are available for inspection by the public, parents, guardians, teachers, and all other school personnel and they may be viewed at individual sites.

PESTICIDES

Due to the public concern about health and environmental risks associated with pesticides, each school will provide public notification prior to the application and use of pesticides in the building. If your child has a specific health problem that could be affected through the use of pesticides, please notify the school health office at your earliest convenience.

ANIMAL DISSECTION

It is the intent of the Windham Southeast Supervisory Union and Windham Southeast School District to comply with the requirements of Act 154 of 2008 regarding the right of students to be excused from participating in or observing activities involving the dissection or vivisection of animals. Students enrolled in District schools shall have the right to be excused from participating in any lesson, exercise or assessment requiring the student to dissect, vivisect or otherwise harm or destroy an animal or any part of an animal, or to observe any of these activities, as part of a course of instruction. A student who is excused from participating in such lesson, exercise or assessment shall be provided with alternative methods through which he or she can learn and be assessed on material required by the course.

SAFETY

The schools in the Windham Southeast Supervisory Union and Windham Southeast School District regard any threats or actions taken or made that endanger the lives and property of our educational community seriously. Each school has in place safety procedures designed to help keep the school site a safe learning environment for all. The school system will involve local law enforcement agencies to the extent necessary to provide a swift response, proper punishment and prosecution.

Students and parents/guardians should be aware that under Vermont State law, a person who initiates a false public alarm may be subject to imprisonment for not more than two years or fined not more than \$5,000.00, or both for the first offense. For the second or subsequent offense, the person shall be imprisoned for not more than five years or fined not more than \$10,000.00. In addition, if the offender is enrolled in a public school and has a motor vehicle operator's license, the license shall be suspended for 180 days to two years. If the offender is underage and does not qualify for a license, the person's eligibility to obtain a motor vehicle operator's license will be delayed for between 180 days and two years. [13 VSA § 1753].

VOLUNTEERS

TITLE: Volunteers and Work Study Students

**CODE D7
REQUIRED**

The Windham Southeast School District Board recognizes the valuable contributions made to the schools by volunteers and work study students. Appropriate supervision of volunteers and work study students will enhance their contributions as well as fulfill the responsibility that the school district has for the education and safety of its students.

Definitions

For purposes of this policy and administrative rules and procedures developed pursuant to this policy:

1. Volunteer means an individual not employed by the school district who works on an occasional or regular basis in the school setting to assist the staff. A volunteer works without compensation or economic benefits.

2. Work Study Student means a post-secondary student who receives compensation for work performed at a school operated by the district as part of a work experience program sponsored or provided by the college or university at which they are enrolled. A student working toward a teaching credential who is placed as a student teacher at a district school is not a work study student.

Implementation

The Superintendent shall develop administrative rules and procedures to ensure that volunteers and work study students are appropriately screened prior to entering into service in the school district, and that only volunteers and work study students who have been screened and approved by the superintendent or their designee have extended unsupervised contact with students. The screening process utilized by the school district shall minimally include an electronic check of the Vermont Agency of Human Services Adult Protective Services Registry and Child Abuse Registry Unit, a name and birth date check with the Vermont Internet Sex Abuse Registry for any person being considered for service as a volunteer or work study student, (as referenced in procedures D7-P attached). A person who is on the Vermont Internet Sex Offender Registry shall not be eligible to be a volunteer or work study student.

Date Warned: July 22, 2019
Date Adopted: August 7, 2019
Date Warned for Re-adoption: October 27, 2022
Date Re-adopted: November 8, 2022
Legal Reference(s): 16 V.S.A. §260

ADMINISTRATIVE PROCEDURES

CODE: D7-P

1. Recruitment: The Principal is authorized to recruit and approve volunteers and work study students to work in the school. It is the Principal's responsibility to be reasonably sure that the volunteer or work-study student is a person of good character with the ability to make significant contributions to the school. The Principal will require all volunteers and work study students to complete an electronic check of the Vermont Agency of Human Services Adult Protective Services Registry and Child Abuse Registry unit. The Principal may require volunteers and work-study students to complete information forms providing background information including, but not limited to, whether the individual is currently a defendant in a criminal proceeding, the dates, locations and dispositions of any convictions, including findings of guilt, pleas of guilty, or nolo contendere, for criminal violations. A person who fails to provide full and accurate background information in response to the Principal's request will not be permitted to work with students.

If the position for which a volunteer is being recruited involves regular unsupervised contact with students, the Principal will carry out a criminal records check on the final candidate in accordance with the District's employment policy (D1). The District will pay the fees associated with criminal records checks.

Commencing on February 1, 2023, transportation of students within a 35-mile radius of the school may be provided by a volunteer, provided that (a) the volunteer can show intent to complete a full Vermont Crime Investigation Center (VCIC) background check (i.e., has picked up the necessary paperwork from the District Human Resource Office and has a fingerprinting appointment scheduled with the Windham County Sheriff's Department) or (b) a second adult traveling in the vehicle has undergone the VCIC background check; i.e., a school employee.

Transportation beyond the 35-mile radius must be provided via a contracted service. In the event of extenuating circumstances any adjustments to the travel radius must have approval of the Superintendent.

The vehicle owned by the volunteer driver must be insured under an insurance policy to indemnify against liability for damages for personal injuries of a minimum of \$300,000.

Note: This does not change existing school procedures regarding a parent/guardian transporting their own child to a school sponsored event. However, if they transport any other children to a school-sponsored event, they are now a volunteer.

2. Placement: Placement and replacement of volunteers and work-study students will be made by the Principal or the Principal's designee.
3. Conditions of Work: Volunteers and work-study students will be informed by the Principal of the extent to which School District insurance policies protect them from personal liability resulting from claims against them based on negligence or other injurious conduct while acting in a volunteer or work-study capacity.
4. Supervision: Generally, volunteers and work-study students who work directly with students will be under the immediate supervision of a licensed professional employee and will not have unsupervised contact with students, except when that contact is of short duration and necessary in the context of activities planned by and under the direction of professional school staff or contractors employed by the school.
5. Policies and Procedures: The Principal will assure that all volunteers and work study students are familiar with the School District's Policies and procedures.

MANDATORY REPORTING SUSPECTED CHILD ABUSE OR NEGLECT

It is the policy of the Windham Southeast Supervisory Union and Windham Southeast School District to ensure that all school district employees report suspected child abuse and/or neglect as outlined in 33 V.S.A. §4911 et seq. Please refer to ***WSESU / WSESD Policy F10 "Reporting Suspected Child Abuse or Neglect"*** which may be reviewed or copies obtained from the individual school principals, from the Office of the Superintendent of Schools, 53 Green Street, Brattleboro, or on the district's website www.wsesu/wsesd-policies/

TITLE: Reporting Suspected Child Abuse or Neglect

CODE: F10

Policy

It is the policy of the Windham Southeast School District to ensure that all School District employees report suspected child abuse and/or neglect as outlined in 33 V.S.A. §4911 et seq.

Purpose

The purpose of this policy is to protect children whose health and welfare may be jeopardized by abuse or neglect. It is further the purpose of this policy to make clear to all School District employees and school officials that it is not their role to be investigator, judge and jury in cases of suspected abuse or neglect. Rather, it is the role of School District employees to be faithful and timely reporters of suspected abuse or neglect so that allegations can be brought to the attention of objective, trained and experienced investigators.

Definitions

1. Immediately means as soon as the abuse or neglect is suspected but in no case later than 24 hours after such abuse or neglect is suspected.

2. Suspected means the School District employee has reasonable cause to believe such abuse or neglect occurred. This does not mean that the employee must be convinced the abuse or neglect occurred. Doubts the employee may have shall be resolved in favor of reporting the suspicion. Further, the employee shall not refrain from making a report under this policy for the reason that there may be retaliation against the child because the employee has a confidential relationship with the child, or for any other reason no matter how well-intentioned.

3. Report means an oral or written description of the suspected abuse or neglect. If the report is made orally, the reporter should note in writing the person to whom the report was made and when the report was made. A report made to DCF shall contain the following:

- the name and address of the reporter
- the name and address, if known, of the child and the child's parents/guardians or other persons responsible for the child's care
- the age of the child
- the nature and extent of the child's injuries together with any evidence of previous abuse or neglect of the child or the child's siblings
- any other information the reporter believes might be helpful

4. Abused or neglected child means a child under the age of eighteen whose physical health, psychological growth and development or welfare is harmed or at substantial risk of harm by the acts or omissions of the child's parent or other individual who may be responsible for the child's welfare (e.g. guardian, foster parent, stepparent, teacher, etc.), or in the case of sexual abuse, of any individual. Harm can be caused by the actual infliction of harm, including physical injury or emotional maltreatment, by allowing such harm to occur, by failing to provide the child with adequate food, clothing, shelter or health care, or by abandonment of the child.

5. Sexual abuse means any act by a person involving sexual molestation or exploitation of a child including but not limited to incest, prostitution, rape, sodomy, or any lewd and lascivious conduct involving a child. Sexual abuse also includes the aiding, abetting, counseling, hiring, or procuring of a child to perform or participate in any photograph, motion picture, exhibition, show, representation, or other presentation which, in whole or in part, depicts sexual conduct, sexual excitement or sadomasochistic abuse involving a child.

NOTE: THE LAW PROVIDES THAT SEXUAL ABUSE MAY ALSO BE SEXUAL HARASSMENT. HOWEVER, FOLLOWING THIS SCHOOL DISTRICT'S POLICY ON SEXUAL HARASSMENT DOES NOT FULFILL A MANDATORY REPORTER'S LEGAL RESPONSIBILITIES UNDER THE DCF REPORTING LAW. SUSPECTED SEXUAL ABUSE MUST BE REPORTED TO DCF

Implementation

Any School District employee or school official, regardless of whether they are a "mandated reporter," under Vermont law (33 V.S.A. §4913), shall report suspected child abuse or neglect to DCF, to the building principal /designated employee, and the Superintendent. If guidance is needed for reporting, one of the designated employees should be consulted. For the listing of designated employees please refer to Appendix A with this policy. If the building Principal or

designee is the person suspected of child abuse or the person who suspects the abuse or neglect, the report shall be made to the Superintendent of Schools and another designated employee. If the Superintendent is the person suspected of child abuse or neglect, the report shall be made to DCF and the chairpersons of the WSESD and WSESU boards. The mandatory reporter, in addition to the school administrator receiving the report; i.e., the Principal, Principal's designee or the Superintendent, as the case may be, shall report the incident immediately to the Department for Children and Families (DCF).

Training

All staff shall receive training once each school year in reporting suspected child abuse and neglect. Such training shall include assistance in recognizing the signs and symptoms of abuse and neglect.

Availability of Policy

This policy shall be provided each year to the parents of students in attendance and to each employee of the School District including substitute teachers. Further, this policy shall be posted in at least three prominent places within the school building.

Date Warned: July 22, 2019

Date Adopted: August 7, 2019

Date Warned for Readoption: January 11, 2023

Date Readopted: February 28, 2023

Legal Reference(s): 33 V.S.A. §§4911 et seq. (Reporting abuse of children)

Cross Reference: Prevention of Harassment of Students (F23)

USE OF RESTRAINT AND SECLUSION

TITLE: Policy on the Use of Restraint and Seclusion

CODE: F21 Recommended

Section 1. Statement of Purpose

Windham Southeast Supervisory Union/Windham Southeast School District staff ensure safety for self and others at all times by prioritizing the use of de-escalation supports and only using restraint and/or seclusion as a last resort. It is the policy of the Windham Southeast School District that students not be subjected to inappropriate restraint or seclusion as defined by Vermont State Board of Education Rule 4500. It is the School District's intent to create and maintain a positive and safe learning environment, and promote positive behavioral interventions and supports in district schools. This policy is further intended to assist in creating a common understanding within the School District of appropriate interventions by district staff.

Section 2. Definitions

The following terms, are defined in State Board Rule 4500.3, shall apply to this policy.

2.1 Behavioral Intervention Plan means a plan that details strategies to address behaviors that impede learning, or are ongoing, and do not readily respond to general intervention or classroom management techniques, by teaching pro-social skills and other positive replacement behaviors. The plan may include positive strategies, program or curricular modifications, and supplementary aids and supports required to address problem behaviors.

2.2 Chemical Restraint means a drug, medication or chemical used on a student to control behavior or restrict movement that is not:

- i. Prescribed by a student's licensed physician for the standard treatment of a student's

- medical or psychiatric condition; and
- ii. Administered as prescribed by the licensed physician.

2.3 Functional Behavioral Assessment means the analysis of a student's behavior patterns before, during, and after rule-breaking or other inappropriate behavior for the purpose of guiding the development of a behavioral intervention plan.

2.4 Mechanical Restraint means the use of any device or object that restricts a student's movement or limits a student's sensory or motor functions unless under the direction of a healthcare professional for medical or therapeutic purposes. The term does not include devices implemented by trained school personnel, or utilized by a student for the specific and approved therapeutic and safety purposes for which such devices were designed including:

- i. Restraints for medical immobilization,
- ii. Adaptive devices or mechanical supports used to achieve proper body position, balance or alignment;
- iii. Vehicle safety restraints including a seat belt or harness used for balance or safety on a car or bus; or
- iv. Seat belts in wheelchairs or on toilets.

2.5 Parent means:

- i. A biological or adoptive parent of the child;
- ii. A legal guardian of the child;
- iii. A person acting in place of a biological or adoptive parent, including a grandparent, stepparent or other relative with whom the child lives, or a person legally responsible for the child's welfare;
- iv. A foster parent or developmental home provider who has been appointed the educational surrogate parent by the Educational Surrogate Parent Program; or
- v. An educational surrogate parent.

2.6 Physical Escort means the temporary touching or holding, without the use of force, of the hand, wrist, arm, or back of a student who is exhibiting minimal resistance for the purpose of directing movement from one place to another.

2.7 Physical Restraint means the use of physical force to prevent an imminent and substantial risk of bodily harm to the student or others. Physical restraint does not include:

- i. Momentary periods of physical restriction by direct person-to-person contact, accomplished with limited force and designed either
 - to prevent a student from completing an act that would result in potential physical harm to himself/herself or another person; or
 - to remove a disruptive student who is unwilling to leave the area voluntarily;
- ii. The minimum contact necessary to physically escort a student from one place to another;
- iii. Hand-over-hand assistance with feeding or task completion; or
- iv. Techniques prescribed by a qualified medical professional for reason of safety or for therapeutic or medical treatment.

2.8 Positive Behavioral Interventions and Supports means an approach to preventing and responding to targeted behavior that:

- i. Is based on evidence-based practices;
- ii. Is proactive and instructional, rather than reactive; Can operate on individual, group, classroom, or school wide levels;

- iii. Includes a system of continual data collection; and
- iv. Relies on data-driven decisions.

2.9 Prone Physical Restraint means holding a student face down on their stomach using physical force for the purpose of controlling the student's movement.

2.10 School means a learning environment receiving public funds or over which the Vermont Department of Education has regulatory authority.

2.11 School Personnel means individuals working in schools as defined in 4500.3(10) who are employed by the school or who perform services for the school on a contractual basis, and school resource officers, while acting in that capacity.

2.12 Seclusion means the confinement of a student alone in a room or area from which the student is prevented or reasonably believes they will be prevented from leaving. Seclusion does not include time-out where a student is not left alone and is under adult supervision. In accordance with 4502.2 (f), seclusion may only be used when the student is visually monitored at all times by an adult.

2.13 Substantial Risk means an imminent threat of bodily harm where there is an ability to enact such harm. Substantial risk shall exist only if all other less restrictive alternatives to defuse the situation have been exhausted or failed or the level of risk prohibits exhausting other means.

2.14 Supine Physical Restraint means holding a student on their back using physical force for the purpose of controlling the student's movement.

2.15 Student means a student enrolled in a school as defined in paragraph J above.

Section 3. Policy

The superintendent or their designee shall develop administrative procedures to ensure district/School District compliance with the requirements of Vermont State Board of Education Rule 4500. The administrative procedures shall include at least the following components.

3.1 Prohibitions against the imposition on students of mechanical or chemical restraints by school personnel and contract service providers.

3.2 Prohibitions against the imposition on students of physical restraint in circumstances designated as impermissible by State Board of Education rules.

3.3 Restrictions on the use of physical restraint and seclusion to circumstances allowed by State Board of Education rules, including provisions that allow the inclusion of restraint or seclusion as part of a student's individual safety plan only when that plan meets the conditions set forth in State Board of Education rules, and provisions that require the termination of restraint or seclusion, and the monitoring of students subjected to restraint or seclusion, as established by State Board of Education rules.

3.4 Procedures to ensure that only school personnel or contract service providers who are trained in the use of restraint and seclusion are authorized to impose restraint or seclusion unless, due to the unforeseeable nature of the danger of a particular circumstance, trained personnel are not immediately available.

3.5 Processes to ensure that impositions of restraint or seclusion are reported to school administrators, parents, superintendents and the Secretary of the Vermont Agency of Education under circumstances and within the time limitations required by State Board of Education rules.

3.6 Processes to ensure that each school in the district/School District maintains written records of each use of restraint and seclusion in accordance with the requirements of State Board of Education rules.

3.7 Procedures to ensure that each school in the district/School District implements follow-up procedures that are consistent with the requirements of State Board of Education rules.

3.8 Annual notification procedures to ensure that each school in the district/School District informs school personnel and parents of students enrolled in the school of the policies and procedures pertaining to the use of physical restraint and seclusion, and the intent of the school to emphasize the use of positive behavioral interventions as well as supports and its intention to avoid the use of physical restraint or seclusion to address targeted student behavior.

3.9 Processes for the filing, investigation and resolution of complaints by school personnel or parents regarding the use of restraint or seclusion, including the designation of school officials who are authorized to receive complaints. The procedures for resolving complaints shall require that any complaint regarding the use of restraint or seclusion is investigated and written findings are issued within thirty (30) days of the complaint's receipt. If a complaint regarding the use of restraint or seclusion is unresolved at the school building level, it shall be directed to the superintendent in accordance with the complaint processes established by the Board in Policy C9, Public Complaints About Personnel.

Section 4. Implementation

The superintendent shall ensure that appropriate staff are provided training by programs recommended by the Vermont Agency of Education unless a plan is submitted to the Secretary of Education demonstrating how a training program not recommended by the Agency of Education contains the elements required of recommended programs and meets the purposes of the State Board of Education rules on restraint and seclusion. The superintendent shall report annually to the Board on the implementation of the administrative procedures required by this policy, and shall include any recommendations for changes, if any, to related school district/School District policies or procedures.

Date Warned: July 22, 2019

Date Adopted: August 7, 2019

Date Warned for Readoption: January 11, 2023

Date Readopted: January 24, 2023

Legal References: VT State Board of Education Rule 4500-4510 16 VSA § 563

Cross References: Policy F6 Education Records, Policy F41 Section 504 and ADA Grievances Protocol for Students and Staff.

SECTION 504 AND ADA GRIEVANCE PROTOCOL FOR STUDENTS AND STAFF TITLE:

Policy on Section 504 and ADA Grievance Protocol for Students & Staff

CODE: F41 Mandatory

It is the policy of Windham Southeast School District not to discriminate on the basis of disability. The District has adopted this internal protocol for prompt handling and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (ADA). Section 504 and the ADA prohibit discrimination on the basis of disability in any program or activity receiving Federal financial assistance. The District further provides assurance that strictly prohibits any form of retaliation against persons who utilize this Protocol. To the extent possible, confidentiality will be maintained throughout the investigation of a complaint of unlawful discrimination. Nevertheless, a person is not required to use this protocol and may instead file a complaint directly with the U.S. Department of Education's Office for Civil Rights, Boston Office:

U.S. Department of Education
8th Floor
5 Post Office Square
Boston, MA 02109-3921

The following protocol is available and shall be distributed to all third parties for their use in filing complaints of discrimination based on disability. This protocol will be distributed by the Building 504 Coordinators or their designees to all employees prior to the start of co-curricular activities every school year, preferably during the August In-Service, and again with the recommencement of co-curricular activities immediately following the December vacation. It will also be distributed by Building 504 Coordinators, or their designees, to all third parties, at the time of their engagement for services.

Step 1: A person (an employee, student, or third party) who believes that they have been discriminated against by the District is encouraged, but is not required, to discuss the matter informally with the appropriate building principal (when the person is a student) or with their immediate supervisor (when the person is an employee). NOTE: If the building principal or the immediate supervisor is the subject of the complaint, or the grievant is not a student or employee, the grievant may, instead, contact the District Section 504 Coordinator, Rebecca Olmstead, 802-451-3423 rolmstead@wsesdvt.org. The person receiving the complaint, or their designee, shall investigate and then verbally convey their findings to both the person who alleged the violation and the person who is the subject of the complaint within 10 business days.

Step 2: If the informal Step 1 process does not resolve the matter, OR if the grievant does not wish to use the informal procedures set forth in Step 1, a written complaint may be submitted to either the District Section 504 Coordinator, Rebecca Olmstead, 802-451-3423 rolmstead@wsesdvt.org or the appropriate school specific Building 504 Coordinator (see list at the end of this document for contact information) who will investigate the complaint. [NOTE: If the Section 504 Coordinator is the subject of the complaint, the complaint should be submitted to the Superintendent who will appoint another administrator (or third party) to conduct the investigation. If both the Section 504 Coordinator and the Superintendent have involvement with the complaint, the written complaint may be submitted to the Director of Human Resources, Michael Kelliher 802-254-3730 / smousseau@wsesdvt.org. The complaint shall be in writing and signed by the grievant and include:

1. the grievant's name and contact information;
2. the facts of the incident or action complained about;
3. the date of the incident or action giving rise to the complaint;
4. the type of discrimination alleged to have occurred;
5. and the specific relief sought;

Or, alternatively, the grievant may use the 504 Complaint Form (attached). Names of witnesses and other evidence as deemed appropriate by the grievant may also be submitted. An

investigation of the complaint will begin within 10 business days following the submission of the written complaint. The investigation may be informal, but it must be thorough and shall include an interview of the parties and witnesses, a review of relevant evidence, and any other steps necessary to ensure a prompt and thorough investigation of the complaint. A written disposition of the complaint shall be issued within 10 business days of completion of the investigation, unless a specific written extension of time is provided to the parties. Copies of the disposition, subject to FERPA confidentiality, will be given to both the grievant and the person who is the subject of the complaint. If discrimination was found to have occurred, the disposition will include the steps that the District will take to prevent recurrence of any discrimination and to correct its discriminatory effects on the grievant and others, if appropriate.

Step 3: If the grievant wishes to appeal the decision in Step 2, they may submit a signed, written appeal to the Superintendent (or Board if the Superintendent is the subject of the complaint) within 15 business days after receipt of the written disposition. The Superintendent/Board or their designee shall respond to the complaint, in writing, within 30 business days of the date of the appeal. Copies of the response shall be provided to both the grievant and the person who is the subject of the complaint. The ADA/504 Coordinator(s) will maintain the files and records related to any complaints filed under this protocol.

The District hereby provides assurance that it strictly prohibits any form of retaliation against persons who utilize this Protocol. The District will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. Such arrangements may include but are not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504 Coordinator will be responsible for such arrangements.

If you have questions regarding these procedures or desire to file a complaint, please contact either the District 504 Coordinator or Building Section 504 Coordinator (information attached).

Date Warned: August 24, 2022
Date Adopted: September 13, 2022
Legal Reference: 20 U.S.C. § 1232f
28 C.F.R. § 35.101
28 C.F.R. § 35.107(b)
29 U.S.C. § 794
34 C.F.R. § 99.1
34 C.F.R. § 104.4
34 C.F.R. §§ 104.7(b), 104.61
34 C.F.R. § 100.6(d)
42 U.S.C. § 12132

NEW AMERICANS

We have a responsibility to ensure that all of our students feel safe and supported. This occurs when we create school cultures that are responsive to the needs of the children in our care, and our families. Under Federal Law, undocumented children and young adults have the same right to attend public primary and secondary schools as do U.S. citizens and permanent residents. [Plyler vs. Doe, 457 U.S. 202 (1982)]. And, under state law, all Vermont children, including undocumented children are required to attend school until the mandated age of 16. Meeting this obligation means going beyond telling families to enroll their student(s). It includes working proactively to ensure they feel safe, supported, and welcomed.

SCHOOL HANDBOOKS

Each school will send home with students, very early in the school year, a handbook that pertains to the rules and regulations for that school. Included in these handbooks are sections that cover attendance requirements, grading, discipline, extra-curricular activities and other pertinent topics. Parents/guardians are to review the handbook with their child, so that parents/guardians and students alike will be familiar with school policies. The BUHS Student Handbook is posted online at buhs.wsesu.org/student-handbook.html and paper copies of the handbook are available upon request. The BAMS Student Handbook is online at bams.wsesdvt.org. The WRCC Student Handbook will be sent electronically and is posted on the WRCC website. The Windham Southeast School District Parent/Guardian and Student Handbook may be distributed at individual school sites and is posted online at www.wsesu.org and the individual school websites.

TUITION

Students, according to Vermont law, must attend the school in the community where the student and their parents reside. Residence of a minor, for school purposes, is determined by where their parents reside according to Title 16, V.S.A., Subsection 1075.

A few school districts in the area, such as Dover and Marlboro have no single designated high school. Taxpayers in those towns raise sufficient funds to pay for students who reside there to attend the high school of their choice. Vernon has no designated grade 7-12 school. Taxpayers in Vernon raise sufficient funds to pay for students who reside there to attend the middle/high school of their choice.

HIGH SCHOOL GRADUATION REQUIREMENTS

Students are expected to attend and participate in every class in which they are enrolled at Brattleboro Union High School. Further, the BUHS faculty and administration believe it is the individual student's responsibility to get to classes on time.

Students may lose the option of a numerical grade for a course if they are absent for more than 10 classes in a semester course that meets every day or for 5 classes in a semester course that meets every other day. Students may lose the option of a numerical passing grade for a full year course if they are absent for more than 20 classes. In the event that the student passes the course after exceeding 10 absences, their course grade is recorded as an S and a grade of 60% is used for the purpose of GPA calculation. School sponsored activities are not included in the total.

The requirements for graduation are as follows. These may change in subsequent years.

Ninety-seven credits are required to graduate from BUHS. Each course that meets daily for one block for one semester carries a value of four (4 credits). Specific requirements are listed below:

English	16 credits
Mathematics	12 credits
Science	12 credits
Social Studies	12 credits
Physical Education	4 credits

Health Education	2 credits
Fine Arts (Music or Art)	4 credits
Keyboarding	1 credit (test out)
Diversity Education *	2 credits
Community Service	25 hours class of 2023 / 30 hours class of 2024 40 hours class of 2025

* Required for Class of 2025 and future classes

The additional thirty-two (32) credits can be taken as elective courses in such areas as foreign language, business education, mathematics, science, social studies, Career Center courses, etc. The Windham Regional Career Center provides quality state-of-the-art training to secondary students and adults from Bellows Falls Union High School, Brattleboro Union High School, Leland and Gray Union High School, Twin Valley High School, and Hinsdale High School. All students in grades 9-11 are required to be scheduled in all four blocks of classes each semester. Students in grade 12 are required to schedule three blocks of classes. Any exception to these provisions must be approved by an administrator.

Brattleboro Union High School is transitioning to a proficiency based graduation requirement. In addition to passing a course with a numerical grade of 60% or higher, students must also demonstrate proficiency in course-specific performance indicators.

WRCC ANNUAL PUBLIC NOTICE OF NON-DISCRIMINATION
[As required by the 1979 Guidelines for Eliminating Discrimination in Vocational Education Programs (34 CFR part 100, App. B, IV-O)]

Windham Regional Career Center does not discriminate on the basis of race, color, national origin, creed, sex, disability, sexual orientation, gender identity, marital status, or age in its programs or activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies: Kate Margaitis, Nondiscrimination Coordinator, Green Street School, 164 Green Street, Brattleboro, VT 05301 / 802-254-3737 / kmargaitis@wsesdvt.org

The WINDHAM REGIONAL CAREER CENTER (WRCC) Pathways 2023-2024

Introductory Programs

Foundations in Career Development 80 minutes, one semester

Business Management

Business Management Level I 120 minutes, year long

Business Management Level II 120 minutes, year long

Early Childhood Education

Early Childhood Education Level I 120 minutes, year long

Early Childhood Education Level II 120 minutes, year long

Health Careers

Health Careers 120 minutes, yearlong, includes Human Growth and Development and Nutrition

Health Careers 120 minutes, yearlong, includes LNA Program and Medical Terminology

Health Careers 120 minutes, yearlong, Anatomy and Physiology I

Protective Services

Protective Services Level I 120 minutes, year long
Protective Services Level II 120 minutes, year long
Covers Criminal Justice

Automotive

Automotive Technology I 120 minutes, year long
Automotive Technology II 120 minutes, year long

Construction

Construction and Architecture I 120 minutes, year long
Construction and Architecture II 120 minutes, year long

Culinary Arts

Culinary Arts I 120 minutes, year long
Culinary Arts II 120 minutes, year long

Electrical

Electrical I 120 minutes, year long
Electrical II 120 minutes, year long

Engineering and Manufacturing

Engineering and Manufacturing I, 120 minutes, year long
Engineering and Manufacturing II, 120 minutes, year long

Forestry and Natural Resources

Forestry and Natural Resources I, 240 minutes, year long
Forestry and Natural Resources II, 120 minutes, year long

Aviation

Aviation I, 120 minutes, yearlong (New 2023 - 2024)
Aviation II, 120 minutes, yearlong (starting 2024 - 2025)

Academic Offerings

WRCC Algebra II 80 minutes, semester or 40 minutes, year long
WRCC Professional Writing and Communications, 80 minutes, semester long
WRCC English Composition, 80 minutes, semester long

Career and Technical Student Organizations

WRCC sponsors a number of organizations and activities that provide WRCC students with opportunities to build upon and practice the knowledge and skills that they learn in technical programs:

- FBLA (Future Business Leaders of America)
- FFA (Formerly known as Future Farmers of America)
- SkillsUSA
- NTHS (National Technical Honor Society)
- HOSA (Future Health Professionals)

The WINDHAM REGIONAL CAREER CENTER does not discriminate on the basis of race, color, national origin, sex, disability, religion, sexual orientation, gender identity, age, and marital/civil union status in admission or access to, or treatment or employment in, its programs

and activities. The WINDHAM REGIONAL CAREER CENTER provides equal access to other community groups.

The WINDHAM REGIONAL CAREER CENTER offers additional services to students with limited English language skills or with disabilities so that they may benefit from these programs. Individuals wishing to obtain information about the existence and location of accessible services, activities, and facilities should contact:

Kristin Vicere, Special Needs Coordinator
Windham Regional Career Center
80 Atwood Street
Brattleboro, VT 05301
Tel. 802-451-3927

The following persons have been designated to handle inquiries regarding the non-discrimination policies:

WSESU Title IX

Michael Kelliher Human Resources Director
Windham Southeast Supervisory Union
53 Green Street
Brattleboro, VT 05301
802-254-3730

WRCC Designated Contact

Nancy Wiese, WRCC Director
Windham Regional Career Center
80 Atwood Street
Brattleboro, VT 05301
802-451-3586

TITLE: Prevention of Sexual Harassment as Prohibited by Title IX

**Code: F38
Required**

I. Statement of Policy.

- A. **Prohibiting Title IX Sexual Harassment.** Per Title IX of the Education Amendments Act of 1972 ("Title IX") the Supervisory Union does not discriminate on the basis of sex in its educational programs and activities, including employment and admissions. All forms of sex-based discrimination, including sexual harassment, are prohibited in the Supervisory Union. A Supervisory Union with actual knowledge of sexual harassment in an educational program or activity of the Supervisory Union against a person in the United States must respond promptly in a manner that is not deliberately indifferent. A Supervisory Union is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. A Supervisory Union may be deemed to have been deliberately indifferent based on its restriction of rights protected under the U.S. Constitution, including the First, Fifth and Fourteenth Amendments.
- B. **Retaliation.** Retaliation as defined by this Policy is expressly prohibited. Complaints alleging retaliation may be filed according to the Title IX Grievance Procedures set forth in Section IV.
- C. **Concurrent Statutory Obligations.** While all forms of sex-based discrimination are prohibited in the Supervisory Union, the purpose of this policy is to address, and only address, *sexual harassment as defined in Title IX and Section II.M. below*. For conduct which satisfies that definition, a school's response is governed by this policy, and in those cases for which they have received a filing of a formal complaint of same, as set forth under the Title IX Grievance Process set forth in Section IV below. For other forms

of inappropriate conduct, or conduct which may satisfy the definition of harassment on the basis of sex under Vermont law, including student misconduct and employment based statutes prohibiting unlawful harassment and other forms of misconduct, the Supervisory Union may have the separate obligation to address those behaviors as required by other school policies and applicable laws.

- D. **Covered Parties**. This Policy shall apply to all students, employees and any third party who contracts with the Supervisory Union to provide services to Supervisory Union students or employees, upon Supervisory Union property or during any school program or activity. A third party under supervision and control of the school system will be subject to termination of contracts/agreements, restricted from access to school property, and/or subject to other consequences, as appropriate.

II. Definitions

As used in this Policy and during the Title IX Grievance Process, the terms below shall have the meaning ascribed.

- A. **Actual Knowledge** means “notice” of “sexual harassment” or allegations of “sexual harassment” to either (a) a recipient’s Title IX Coordinator; or (b) any official of the recipient who has the authority to institute corrective measures on behalf of the recipient; or (c) to any employee of an elementary and secondary school.
- a. For purposes of this paragraph “sexual harassment” refers to the definition as contained *within this policy*. For other forms of inappropriate conduct, or conduct which may satisfy the definition of harassment on the basis of sex as recognized under Vermont law, schools retain the option and in some cases the obligation, to address those behaviors as required by policy and law.
 - b. Actual knowledge shall not be deemed to exist when the only official of the recipient with actual knowledge is the respondent.
 - c. “Notice” as used in this paragraph includes, but is not limited to, a Report of Sexual Harassment to the Title IX Coordinator as described Section IV.B.
 - d. Notice sufficient to trigger an obligation under this policy only shall exist where any employee has sufficient personal knowledge of alleged facts to be aware that if such facts were found to be true it would constitute a violation of this policy.
 - e. Imputation of knowledge based solely on vicarious liability OR constructive notice shall be insufficient to establish or constitute actual knowledge.
- B. **Complainant** is an individual who is alleged to be the victim of conduct that could constitute “sexual harassment” under this Policy. In order for an individual to be considered to be a Complainant they need not file Report of Sexual Harassment, nor a Formal Complaint of Sexual Harassment. Where the Title IX Coordinator signs a Formal Complaint of Sexual Harassment, the Title IX Coordinator is not considered a “Complainant.”
- C. **Days** shall mean calendar days, but shall exclude non-weekend days on which the Supervisory Union office is closed (e.g. holidays, office-wide vacations), or any weekday during the school year on which school is closed (e.g. snow days).
- D. **Decision-Maker** means persons tasked with either the responsibility of making determinations of responsibility (referred to as “Initial Decision-Maker”); or the responsibility to decide any appeal (referred to as “Appellate Decision-Maker”) with

respect to Formal Complaints of Sexual Harassment in accordance with the Title IX Grievance Process.

- E. “**Determination of Responsibility**” is the formal finding by the decision-maker on each allegation of Sexual Harassment contained in a Formal complaint that the Respondent did or did not engage in conduct constituting Sexual Harassment under Title IX.
- F. “**Disciplinary sanctions**” are consequences imposed on a Respondent when s/he is determined responsible for sexual harassment prohibited under this Policy.
- G. “**Emergency Removal**” for purposes of this Policy shall mean removing a respondent from the Supervisory Union’s education program or activity on an emergency basis, provided that the Supervisory Union undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. Emergency Removals as permitted by this Policy shall not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.
- H. “**Formal Complaint of Sexual Harassment**” means a document filed by either (a) a complainant (or complainant’s parent/guardian); or (b) the Title IX Coordinator, alleging sexual harassment against a respondent AND requesting that the Supervisory Union investigate the allegation of sexual harassment. The issuance or receipt of a Formal Complaint of Sexual Harassment formally triggers the Title IX Grievance Process set forth in Section IV of this Policy.
- I. “**Investigation of Title IX Sexual Harassment**” Before the Supervisory Union can conduct an Investigation of Sexual Harassment under this Policy, against a Respondent, a Formal Complaint of Sexual Harassment that contains an allegation of sexual harassment and a request that the Supervisory Union investigate the allegations is required. Such investigation is a part of the Title IX Grievance Process, as set forth in Section IV.E.
- J. “**Remedial actions**” are actions intended to restore or preserve a complainant’s equal access to the educational programs and activities of the Supervisory Union.
- K. “**Report of Sexual Harassment**” is any report which provides the Supervisory Union with actual knowledge of sexual harassment or allegations of sexual harassment. Such a report may or may not be accompanied by a Formal Complaint of Sexual Harassment. Without such a Complaint, the Title IX Grievance Process is not triggered. See Section IV.A and IV.B. regarding the process for initiating that process.
- L. “**Respondent**” means an individual who has been reported to be the individual accused (i.e. perpetrator) of conduct that could constitute sexual harassment as defined under this policy.
- M. “**Retaliation**” means intimidation, threats, coercion, or discrimination by either the Supervisory Union or any other person, against any individual for the purpose of interfering with any right or privilege secured by Title IX and/or this Policy, or because

the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing in connection with this Policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sexual discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this policy, constitutes retaliation.

Limitation in Scope.

- i. Material False Statements. Actions taken in response to **materially** false statements made in bad faith, or to submitting **materially** false information in bad faith, as part of a report or during the Title IX Grievance Process do not constitute retaliation. A determination of responsibility alone is insufficient to conclude that a person made a materially false statement in bad faith.
- ii. 1st Amendment Protections. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this Policy.

- N. **“Sexual harassment”** prohibited under Title IX and by this Policy is conduct on the basis of sex, occurring in an education program or activity of the Supervisory Union, against a person in the United States, which satisfies one or more of the following:
1. A Supervisory Union employee conditioning the provision of an aid, benefit, or service of the Supervisory Union on an individual's participation in unwelcome sexual conduct; **OR**
 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, **AND** objectively offensive that it effectively denies a person equal access to the Supervisory Union’s education program or activity; **OR**
 3. Or any conduct which satisfies one or more of the following definitions:
 - a. Sexual assault: Any sexual act(s) directed at another person without consent of the victim, including instances where the victim is unable to lawfully give consent because of age or cognitive ability. Consent to a sexual act exists where words, actions or other non-verbal conduct objectively communicates a desire to participate in the sexual act(s). Consent to some sexual act(s) does not indicate consent to all sexual acts. Consent may be withdrawn at any time by objectively communicating through words, actions or other non-verbal conduct. **AND/OR**
 - b. Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or an intimate nature with the victim. The existence of the relationship shall be considered with reference to the length of the relationship, the type of relationship and the frequency of the interactions between the persons involved in the relationship. **AND/OR**
 - c. Domestic violence: Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner or any other persons protected under 15 V.S.A. section 1101 from domestic abuse. **AND/OR**
 - d. Stalking: A course of conduct by a person directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress.

Limitation in Scope. For purposes of this policy conduct shall not be deemed to satisfy Title IX's definition of "sexual harassment" if the conduct occurred either

(1) outside of the United States and/or (2) includes locations, events or circumstances over which the Supervisory Union did not exercise substantial control over both the respondent and the context in which the harassment occurred.

- O. **"Supportive Measures"** are non-disciplinary, non-punitive, individualized services, offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the Supervisory Union's education program or activity without unreasonably burdening the other party including measures designed to protect the safety of all parties or the Supervisory Union's educational environment, or deter sexual harassment. These measures may include, but are not limited to, the following:
1. counseling;
 2. extensions of deadlines or other course-related adjustments;
 3. modifications of work or class schedules;
 4. campus escort services;
 5. mutual restrictions on contact between the parties;
 6. changes in work or housing locations;
 7. leaves of absence;
 8. increased security and monitoring of certain areas of the Supervisory Union campus;
 9. and other similar measures.

III. Duties

A. Reports of Sexual Harassment

1. Any Person May Make a 'Report of Sexual Harassment'. Any person may report sexual harassment whether relating to themselves or another person. A Report of Sexual Harassment may be made at any time, in person, by mail, by telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
 - a. Any Staff Member May Receive Reports. Additionally, while the Supervisory Union strongly encourages Reports of Sexual Harassment to be made directly to the Title IX Coordinator, the report may be made to **any** Supervisory Union staff member, including, for instance, a counselor, teacher or principal.
 - b. In Cases where Title IX Coordinator is Alleged Respondent. If the Title IX Coordinator is the alleged respondent, in such cases either the Report of Sexual Harassment or Formal Complaint of Sexual Harassment may be made directly to the Superintendent, who shall thereafter fulfill the functions of the Title IX Coordinator regarding that Report/Complaint, or delegate the function to another person.

B. Supervisory Union Response to Report of Sexual Harassment.

1. Duty to respond. The Supervisory Union will promptly respond when there is Actual Knowledge of sexual harassment, even if a Formal Complaint of Sexual Harassment has not been filed.

- a. Supervisory Union Response Must Be Equitable. In its response the Supervisory Union shall treat Complainants and Respondents equitably by providing supportive measures to the Complainant and by following the Title IX Grievance Process prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a Respondent.
 - b. Reports of Harassment Received by Supervisory Union Employees Shall Be Referred to Title IX Coordinator. Where any Supervisory Union employee – other than the employee harasser, or the Title IX Coordinator – receives information of conduct which may constitute sexual harassment under this Policy, s/he shall, without delay, inform the Title IX Coordinator of the alleged sexual harassment. Failure to report will subject the employee to discipline up to and including dismissal.
 - c. Complainant Contact. As soon as reasonably possible after receiving a Report of Sexual Harassment from another Supervisory Union employee or after receiving a report directly through any means, the Title IX Coordinator shall contact the Complainant [and parent/guardian in cases where the complainant is a student under the age of 18] to:
 - i. discuss the availability of and offer supportive measures;
 - ii. consider the complainant’s wishes with respect to supportive measures;
 - iii. inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
 - iv. explain to the complainant the process for filing a Formal Complaint of Sexual Harassment.
2. Formal Investigation of Sexual Harassment. Before the Supervisory Union may conduct a formal investigation of sexual harassment or take any action (other than supportive measures) against a Respondent, a Formal Complaint that contains an allegation of sexual harassment and a request that the Supervisory Union investigate the allegations is required and must be filed by either the Complainant, the Complainant’s Parent/Guardian, or the Title IX Coordinator, as set forth under Section IV.B. below.
 3. Initiating the Title IX Grievance Process. A Report of Sexual Harassment alone does **not** initiate a Title IX Grievance Process. Before the Supervisory Union may initiate that process, a Formal Complaint of Sexual Harassment must be filed under the procedures set out in IV.A. (“Title IX Grievance Process”).

C. Formal Complaints of Sexual Harassment.

1. Process for Filing a Formal Complaint of Sexual Harassment. The process for filing a Formal Complaint of Sexual Harassment is set forth in Section IV.A. (“Title IX Grievance Process”).
2. Supervisory Union Response to Receipt of Formal Complaint.
 - a. Investigation of Sexual Harassment. The Supervisory Union must investigate the allegations of a Formal Complaint unless both parties voluntarily consent to engage in Informal Resolution, or Dismissal otherwise occurs under Section IV. G. below.
3. Supervisory Union Written Notification to Parties in Response to Receipt of Formal Complaint. Upon receipt of a Formal Complaint, the Supervisory Union must provide written notice as set forth in Section IV.C. below of the Title IX Grievance Process. In response to a Formal Complaint of Sexual Harassment, the Supervisory Union must follow the Title IX Grievance Process set forth in Section IV.

- D. **Supervisory Union Duty to Respond When Determination of Responsibility For Sexual Harassment Has Been Made Against a Respondent.** The Supervisory Union must provide remedies to a Complainant where a determination of responsibility for sexual harassment has been made against a Respondent designed to restore or preserve equal access to the Supervisory Union's education program or activity. Such remedies may include "supportive measures" but also need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent.
- E. **Reporting to Other Agencies.**
1. **Reports to Department of Children and Families.** When a report made pursuant to this policy includes allegations of child abuse, any person responsible for reporting suspected child abuse under 33 V.S.A. § 4491, et seq. must report the allegation to the Commission or DCF. If the victim is over the age of 18 and a report of abuse is warranted, the report shall be made to Adult Protective Services in accordance with 33 V.S.A. § 6901 et seq.
 2. **Reports to Vermont Agency of Education.** If a report of sexual harassment is made to the Supervisory Union about conduct by a licensed educator that might be grounds under Vermont law for licensing action, the principal shall report the alleged conduct to the Superintendent and the Superintendent shall report the alleged conduct to the Secretary. [If a report of sexual harassment is made in an independent school about conduct by a licensed educator that might be grounds under Vermont law for licensing action, the head of school is encouraged to report the alleged conduct to the Secretary of Education.]
 3. **Reporting Incidents to Police.**
 - a. **FERPA Rights.** Information obtained and documented by school administration regarding the school's response to notice of student conduct that may constitute sexual harassment may constitute an "educational record" regarding the student or student(s) involved as defined by the Family Education Rights and Privacy Act. Accordingly, such information may not be disclosed without prior parent /guardian approval to local law enforcement except in response to a lawfully issued subpoena, or in connection with an emergency if disclosure is necessary to protect the health or safety of the student or other individuals.
 - b. **First Hand Reports.** Nothing in this policy shall preclude persons from reporting incidents and/or conduct witnessed first-hand that may be considered to be a criminal act to law enforcement officials.
 4. **Continuing Obligation to Investigate.** Reports made to DCF, AOE or law enforcement shall not be considered to absolve the school administrators of their obligations under this policy, or other school policies where appropriate, to respond, and when appropriate to investigate and follow the Title IX Grievance Process.
- F. **Disseminating Information and Notice.**
1. **Notice of Title IX Policy.** The Supervisory Union will make this Policy publicly available on the Supervisory Union's website (OR if the Supervisory Union does not maintain a website, available upon request for inspection by members of the public).
 2. **Notice of Title IX Obligations and Coordinator Information.** The Supervisory Union shall include in all student and employee handbooks, and shall make publicly available on the Supervisory Union's website (OR if the Supervisory Union does not maintain a website, available for inspection to members of the public upon request) the following information:
 - a. The Supervisory Union's policy of non-discrimination on the basis of sex, that it is required by Title IX not to discriminate in such a manner, and that such

requirement not to discriminate in the education program or activity of the Supervisory Union extends to admission and employment (all to be prominently displayed on both the website and in publications):

- b. The title, name, office address, email address, and telephone number of the Supervisory Union's Title IX Coordinator (all to be prominently displayed on both the website and in publications);
 - c. A statement that Title IX inquiries may be referred to either the Supervisory Union's Title IX Coordinator or to the Assistant Secretary for Civil Rights. The same information shall be otherwise provided to students, employees, unions or professional organizations holding collective bargaining or professional agreements with the Supervisory Union, and all persons seeking employment with the Supervisory Union, or seeking to enroll or participate in the Supervisory Union's educational programs or activities. Those persons shall also be informed of the grievance procedures and process provided for under Section IV. of this Policy, including how to file either a Report of Sexual Harassment or Formal Complaint of Harassment, and the response the Supervisory Union will take in response to such filings.
3. Training Materials. Additionally, the Supervisory Union will make any materials used to train personnel as required under Sec. V.F. publicly available on the Supervisory Union's website (OR if the Supervisory Union does not maintain a website, available upon request for inspection by members of the public).

G. Record Keeping

The Supervisory Union shall maintain for a period of seven years records of

1. **Sexual Harassment Investigations**. The Supervisory Union shall maintain records of any:
 - a) determination regarding responsibility;
 - b) any disciplinary sanctions imposed on the respondent;
 - c) any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity; and
 - d) any appeal and result therefrom.
2. **Any informal resolution and the result therefrom.**
3. **All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.**
4. **For each response required of the Supervisory Union by this Policy to Actual Knowledge of Sexual Harassment, the Supervisory Union must create and maintain for a period of seven years the following:**
 - a) Records of any actions, including any supportive measures, taken in response to a Report of Sexual Harassment or Formal Complaint of Harassment. In each instance the Supervisory Union must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the Supervisory Union's educational program or activity. Where a Supervisory Union does not provide a Complainant with supportive measures, then the Supervisory Union must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the Supervisory Union in the future from providing additional explanations or detailing additional measures taken.

H. Confidentiality

1. Duty to Maintain Confidentiality.

The Supervisory Union must keep confidential the identity of any individual who has made a Report of Sexual Harassment or Formal Complaint of Sexual Harassment under this Policy, any Complainant, Respondent, and any witness, except either:

- a) As may be permitted by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99;
- b) or as required by law, such as reports to DCF, law enforcement or the Agency of Education as set forth in Section III.E above;
- c) or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing or judicial proceeding arising thereunder, as set forth in this policy (Section IV.C.2, IV.E.7,8, and 10, IV.F.5., IV.G.3., and IV.H.7.);
- d) where maintaining confidentiality with respect to supportive measures offered to the Complainant or Respondent would impair the ability of the Supervisory Union to provide the supportive measures;

IV. TITLE IX GRIEVANCE PROCESS.

A. General Provisions.

1. Triggers for Implementation. The Title IX Grievance Process is used only upon the filing of a **Formal Complaint** of sexual harassment as described below. This process must be followed before any discipline of a Respondent to allegations of Sexual Harassment may be imposed by the Supervisory Union.
2. Protections for Equitable Treatment in the Handling of Formal Complaints by Supervisory Union. The Supervisory Union response to a Formal Complaint of Sexual Harassment shall treat Complainant and Respondents equitably. In particular, this Title IX Grievance Process shall require:
 - a) **“Presumption of Non Responsibility”** presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Title IX Grievance Process;
 - b) **“Objectivity”** an objective evaluation of all relevant evidence - including both inculpatory and exculpatory evidence - and provide that credibility determinations may not be based on a person’s status as a Complainant, Respondent, or Witness;
 - c) **“Conflict and Bias Free Personnel”** that individuals designated by the Supervisory Union to act as Title IX Coordinator, investigator, decision-makers, or to facilitate an informal resolution process, shall have no conflict of interest nor bias for or against a Complainant or Respondent individually, or complainants or respondents generally;
 - d) **“No Interference with Legal Privileges”** such that at no point in the grievance process will the Title IX Coordinator, the investigator, any decision maker, or any other person participating on behalf of the Supervisory Union, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege (e.g., doctor/patient, attorney/client, clergy, etc.), unless the person holding such privilege (parent/guardian for minor student) has waived the privilege in writing to use the information with respect to the Title IX Grievance Process;
 - e) **“Proof of Responsibility for Sexual Harassment by a Preponderance of the Evidence,”** which is only met when the party with the burden convinces the fact finder (the Initial Decision- Maker) that there is a greater than 50% chance that the claim is true (i.e., more likely than not). This standard shall be applied to all Formal Complaints of Sexual Harassment, whether they involve students or faculty; and

- f) **“Reasonably Prompt Time Frames for Conclusion of the Title IX Grievance Process.”** The Supervisory Union shall make a good faith effort to conduct a fair, impartial grievance process in a reasonably prompt manner designed to provide all parties with a prompt and equitable resolution. It is expected that in most cases, the grievance process will be concluded - through at least the determination of responsibility decision - within 80 days after filing the Formal Complaint of Sexual Harassment. However, more complex cases or other case specific circumstances, may require additional time beyond that timeframe. In such cases, good cause must be shown and written notice provided.
1. Grievance Process Timeline.
 - a. Investigation 20 +/- days (as the complexity of the case demands);
 - b. 10 days for reviewing information prior to conclusion of investigation;
 - c. 10 days after receiving investigative report -by either- party to respond;
 - d. 10 days for decision maker to allow initial questions;
 - e. 10 days for responses to questions;
 - f. 10 days for questions and responses to follow-up questions;
 - f. 10 days for determination of responsibility decision;
 - g. 10 days for appeal (6 additional days for administrative steps);
 - h. 10 days for argument/statement challenging or supporting determination;
 - i. 10 days for decision on appeal.
 2. Delays and Extensions of Time. At any stage of the grievance process, the Supervisory Union (through the Superintendent, or if the Superintendent is the respondent, the Title IX Coordinator or designee) may for good cause allow for temporary delays or extensions of time upon request of either party, or on their own initiative. Examples of good cause may include such things as availability of parties, party advisors, witnesses, school or school administrative office holidays or vacations, referral back to an earlier stage of the grievance process, concurrent law enforcement or other agency activity, or need to obtain language interpreters or accommodation of disabilities. For any such delay or extension of time, the Superintendent or the Title IX Coordinator will provide simultaneous written notice to the parties of the delay/extension and the reason(s).
 3. Delivery of Copies and Notices. Except as specifically stated elsewhere in this Policy, for any document, information or material required to be delivered to a party or to a person assigned with responsibility under the Title IX Grievance Process, the manner of transmittal may be by electronic mail, regular mail or such other manner reasonably calculated to assure prompt delivery with evidence thereof (such as a commercial carrier or other receipted delivery). Hand delivery will only be permitted if made to the Supervisory Union official charged with the specific function under this Policy (e.g., Title IX Coordinator, Superintendent, investigator, decision maker(s), etc.). Any document required to be delivered to a minor or other non-eligible student, must also be delivered to the minor’s parent/guardian. Copies should also be sent to a party’s advisor if the information for the advisor has been previously communicated to the sending party. Under federal regulations, copies of the investigative evidence, as well as the investigative report, must be forwarded to a party’s advisor.
 4. Notice of Range of Disciplinary Sanctions and Remedial Actions Upon Final Determination of Responsibility.
 - a. Employee Respondents. “Disciplinary sanctions” against an employee respondent may include any available sanction available for the discipline

of employees, up to and including dismissal or non-renewal for any other violation of Board policy, applicable individual or collective bargaining contract, or state or federal laws or regulations.

- b. Student Respondents. “Disciplinary sanctions” against a student may include any available discipline or sanction, up to and including expulsion, permitted by Supervisory Union policies, and any other Supervisory Union rules and procedures or student code of conduct.
 - c. Remedial Actions. Remedial actions as to a Respondent after a Title IX Sexual Harassment Final Decision, whether employee or student, may include the imposition upon a responsible respondent of any additional non-disciplinary measures appropriate to effecting a remedy for sexual harassment, and may include such measures as no-contact requirements, scheduling adjustments, removal or exclusion from extracurricular activities, class reassignments, limits on future class registrations, restrictions on access to various spaces in the school buildings, reassignment of attendance, and similar measures fine-tuned to respond appropriately to the circumstances surrounding a successful complainant’s right to access the Supervisory Union’s program and activity. Additional remedial actions may include recommendations that a school-wide or system-wide response is needed in order to respond to the sexual harassment in a way that is not clearly unreasonable under the circumstances. In such cases, the Superintendent shall provide additional staff training, harassment prevention programs, or such other measures as determined appropriate to protect the safety of the educational environment and/or to deter sexual harassment.
5. Emergency Removal. Nothing in this Policy, or Title IX Grievance Process, precludes a Supervisory Union from removing a Respondent from the Supervisory Union’s education program or activity on an emergency basis, provided that the Supervisory Union undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act. Such removal shall not be disciplinary.
 6. Administrative Leave. Nothing in this Policy precludes a recipient from placing a non-student employee respondent on administrative leave during the pendency of the Title IX Grievance Process. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

B. Formal Complaints of Sexual Harassment. The Title IX Grievance Process is initiated by way of a Formal Complaint (“complaint” or “formal complaint”) filed by the Complainant, the Complainant’s parent/guardian, or the Title IX Coordinator.

1. Complainant Options. In cases of Actual Knowledge (and/OR) Reports of Sexual Harassment, the Complainant retains the option to either file a Complaint of Sexual Harassment or choose not to and instead simply receive the supportive measures, except as set forth below.

- a. Filings by Title IX Coordinator. In cases where the Complainant does not file a Formal Complaint of Sexual Harassment, the Title IX Coordinator may nevertheless choose to sign and thus initiate a Formal Complaint of Harassment, but only if:
 - i. initiating the grievance process against the respondent is not clearly unreasonable in light of the known circumstances;
 - ii. in other cases where, in the exercise of good judgment and in consultation with the Supervisory Union's attorney as appropriate, the Title IX Coordinator determines that a grievance process is necessary to comply with the obligation not to be deliberately indifferent to Actual Knowledge of sexual harassment.
 - iii. If the Complaint is filed by the Title IX Coordinator, he/she is not a party to the action, and the Supervisory Union must comply with all of the provisions of the Title IX Grievance Process relative to respondents and complainants.
 - b. Supportive Measures. The Title IX Coordinator will contact the Complainant to discuss and offer supportive measures.
2. Respondent Rights. In cases where no Formal Complaint of Sexual Harassment is either filed by the Complainant or the Title IX Coordinator **no disciplinary action may be taken** against the Respondent based upon conduct that would constitute sexual harassment under this policy. Nevertheless, the Title IX Coordinator may contact the respondent to discuss, and or impose, non-disciplinary supportive measures.
 3. Timeliness of Formal Complaints of Sexual Harassment. Although the Supervisory Union will initiate the Title IX Grievance Process regardless of when the Formal Complaint of Sexual Harassment is submitted, delays in reporting may significantly impair the ability of school officials to investigate and respond to the allegations.
 4. Jurisdiction Over Parties. Although there is no time limit per se to filing a Formal Complaint of Sexual Harassment, Complaints may be dismissed if either the Complainant or Respondent is no longer enrolled or employed by the Supervisory Union.
 5. Manner of Filing and Content of Formal Complaints of Sexual Harassment. Formal Complaints of Sexual Harassment may be filed with the Title IX coordinator in person, by mail, or by email and must be in writing. While forms may be obtained from the Title IX Coordinator or on the Supervisory Union or school website, at a minimum, a Formal Complaint of Sexual Harassment must:
 - a. contain the name and address of the Complainant and the student's parent or guardian if the complainant is a minor student;
 - b. describe the alleged sexual harassment;
 - c. request an investigation of the matter;
 - d. when filed by the Complainant be signed by the Complainant or otherwise indicate that the complainant is the person filing the complaint, or if not filed by the Complainant be signed by the Title IX Coordinator.
 6. Consolidation of Complaints. The Supervisory Union may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the Supervisory Union has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.

- C. **Notification of Formal Complaint to Parties (“Notification”)**. Upon receipt of a Formal Complaint of Sexual Harassment, the Supervisory Union must provide the following written notice to the parties who are known:
1. Notice of the Supervisory Union’s Title IX Grievance Process (Section IV), including any informal resolution process.
 2. Notice of the allegations potentially constituting sexual harassment as defined by Section II.M., including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment as defined by Section II.M., and the date and location of the alleged conduct, if known.
 - a. **Supplemental Notice Required Upon Change in Investigative Scope**. If, in the course of an investigation the Supervisory Union decides to investigate allegations about the Complainant or Respondent that are not included in the original Notification, the Supervisory Union must provide simultaneous notice of the additional allegations to the parties whose identities are known.
 3. The written notice must include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the Title IX Grievance Process set forth in Section IV. of the Policy.
 4. The written notice must inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney (who may be present during any Grievance proceeding, including any related meeting or proceeding). The Supervisory Union may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.
 5. The written notice must inform the parties of any provision in the Supervisory Union’s code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.
- D. **Informal Resolution**. At any time prior to reaching a determination regarding responsibility (but only after the filing of a formal complaint), the Supervisory Union may offer an optional informal resolution process (e.g., mediation, arbitration), provided that the Supervisory Union:
1. May not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to a Sexual Harassment Investigation of a Formal Complaint of Sexual Harassment, such as may occur through Informal Resolution;
 2. May not offer an informal resolution process unless a Formal Complaint of Sexual Harassment is filed;
 3. Provides written notice to the parties disclosing:
 - a) The allegations of the Formal Complaint of Sexual Harassment;
 - b) The requirements of the information resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to an informal final resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
 - c) Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

4. Obtains the parties' voluntary written consent to the informal resolution process; and
5. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

E. Sexual Harassment Investigation.

The Title IX Coordinator shall designate a qualified, trained, person to investigate. The investigation must:

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence. (Evidence about the complainant's sexual predisposition or prior sexual behavior are **not** relevant, unless such evidence about the complainant's prior sexual behavior is offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and is offered to prove consent.)
2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the Supervisory Union and not on either of the parties;
3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
5. Provide the parties with the same opportunities to have others present during any interview or other part of the investigation, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice. The Supervisory Union may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
6. Provide, to a party (e.g., Respondent or Complainant – and parent/guardian as appropriate) whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation;
8. PRIOR to completion of the Sexual Harassment Investigative Report, the Supervisory Union, through the Title IX Coordinator, must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;
9. Prepare a written Sexual Harassment Investigative Report that fairly summarizes relevant evidence, including, without limitation, witness credibility, discrepancies, inculpatory and exculpatory information, and relevant Supervisory Union policies, rules and regulations, and the manner in which the same were made known to the pertinent school populations or specific parties. The investigative report shall include a description of the procedural steps taken, starting with the receipt of the formal complaint, and continuing through the preparation of the investigative report,

- including any notifications to the parties, interview with parties and witnesses, site visit, and methods used to gather evidence.
10. The investigator shall provide the Investigative Report in hard copy or electronic format to the Title IX Coordinator, to each party and each party's advisor, if any. Each party will have 10 days from receipt to provide the Title IX Coordinator a written response to the Investigative Report.

F. **Initial Determination of Responsibility.** The initial determination of responsibility of the respondent shall be made by the Initial Decision-Maker.

1. **Initial Decision-Maker.** The Initial Decision-Maker cannot be the same person(s) as the IX Coordinator or the Investigator(s).
2. **Opportunity for Relevant Party Questions.** After the Investigator Report has been sent to the parties pursuant to Section IV. E.10 (above), and PRIOR to making a determination of responsibility, the Initial Decision-Maker will afford each party 10 days to submit written, relevant questions to the Initial Decision-Maker that the party wants asked of any party or witness. Only relevant questions may be posed. The Initial Decision-Maker shall explain to the party proposing the questions any decision to exclude a question as deemed "not relevant."
 - a. **Irrelevant Questions and Evidence.** Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are **not** relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the Complainant, or if the question and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
 - b. **Written Responses to Questions.** The Initial Decision-Maker will provide the questions to the party/witness, with copies to each party, and provide no less than 10 days for written responses, likewise to be provided to each party.
 - c. **Opportunity for Limited Supplemental Questions.** The Initial Decision-Maker will provide 5 days each for supplementary, limited follow-up questions and 5 days for answers, and may provide for additional rounds of follow-up questions, as long as the provision is extended to both parties equally.
3. **Prohibition on Negative Inferences.** The Initial Decision-Maker may not make any credibility determinations based on the person's status as a complainant, respondent or witness.
4. **Presumption of Non-Responsibility.** The Respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Title IX Grievance Process.
5. **Written Initial Determination Regarding Responsibility.** Within 10 days following the close of the period set for responses to the last round of follow-up questions, the Initial Decision-Maker must issue a **Written Initial Determination to the Title IX Coordinator, the Superintendent and the parties simultaneously**, which, while applying the preponderance of the evidence standard, must include:
 - a. Identification of the allegations potentially constituting Sexual Harassment as defined in this Policy, section II.M.;
 - b. A description of the procedural steps taken from the receipt of the formal complaint through the Initial Determination Regarding Responsibility, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;

- c. Findings of fact supporting the Written Initial Determination Regarding Responsibility;
 - d. Conclusions regarding the application of the Supervisory Union's applicable codes of conduct, policies, administrative regulations or rules to the facts;
 - e. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility (i.e., whether or not the respondent is responsible for sexual harassment), any disciplinary sanctions the Supervisory Union imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the Supervisory Union's education program or activity will be provided by the Supervisory Union to the Complainant; and
 - f. The Supervisory Union's procedures and permissible bases for the Complainant and Respondent to appeal (as set forth in Section IV.H, below).
6. **Finality of Decision.** The Initial Determination Regarding Responsibility becomes final, and identified as the **Title IX Sexual Harassment Final Decision** either:
- a. On the date that Supervisory Union provides the parties with Written Determination of the Appeal, if an appeal is taken as set forth in Section IV.H. (below); OR
 - b. Where no appeal is taken, the date on which an appeal would no longer be considered timely.
7. **Duty to Effectuate Title IX Sexual Harassment Final Decision.**
- a. **Supervisory Union Response to Sexual Harassment.** Once a **Title IX Sexual Harassment Final Decision** is issued, the Supervisory Union may implement remedies as set forth in Section III.D. above, and action as necessary to respond in a manner not deliberately indifferent in light of the known circumstances in cases of a Determination of Title IX Sexual Harassment Final Decision concluding responsibility for Sexual Harassment. The issue of responsibility for the conduct at issue shall not be subject to further review or appeal within the Supervisory Union (except as provided by Supervisory Union policy or collective bargaining agreement or applicable law). Appeals of disciplinary sanctions may be made pursuant to the Supervisory Union's ordinary review process for discipline, or to the extent applicable through any statutory or other processes provided under collective bargaining agreements or individual contracts.
 - b. **Responsibility for Response.** The Title IX Coordinator is responsible for effective implementation of remedies.
 - c. **Other Actions Pursuant to Applicable Code of Conduct, Policies, Agreements, Contracts.** The Supervisory Union may also proceed against the Respondent or Complainant pursuant to the Supervisory Union's applicable code of conduct or other Board policies, collective bargaining agreement, individual contract or administrative rules/regulations/ procedures.
- G. **Dismissal of a Formal Complaint.**
1. The Supervisory Union must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:
 - a. Would not constitute sexual harassment, even if proved;
 - b. Did not occur in the Supervisory Union's education program or activity; or
 - c. Did not occur against a person in the United States.
 2. The Supervisory Union may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or determination of responsibility stage(s):
 - a. A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

- b. The respondent is no longer enrolled or employed by the Supervisory Union; or
 - c. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
3. Upon dismissal of a formal complaint, the Supervisory Union must promptly send written notice of the dismissal and the reason(s) therefore simultaneously to the parties.
 4. The dismissal of a formal complaint under Title IX does not preclude the Supervisory Union from continuing any investigation or taking action under other Supervisory Union policies, code of conduct or administrative rules/regulations. In some cases, the Supervisory Union may have an obligation to continue an investigation and proceed under a different policy or mandated process.

H. **Appeals.** The Supervisory Union must offer both parties an appeal from an Initial Determination Regarding Responsibility, and from a Dismissal of a Formal Complaint, or any allegations therein.

1. **Method of Filing.** Either party may appeal the Initial Determination of Responsibility or the dismissal of a Formal Complaint of Sexual Harassment (or any allegations therein) by notifying the Superintendent in writing (“written appeal”), with a copy to the Title IX Coordinator. If there are multiple determinations of responsibility, the written appeal shall specify which ones are included in the appeal.
2. **Deadline for Notice of Appeal.** The Notice of Appeal must be in writing and received by the Superintendent, with a copy to the Title IX Coordinator, within 10 days of either the Initial Determination of Responsibility or the written Notice of Dismissal being communicated to the parties, as appropriate.
3. **Grounds For Appeal.** Either party may only appeal the Initial Determination of Responsibility or the Dismissal of a Formal Complaint of Sexual Harassment (or any allegations therein) based upon one or more of the following grounds, which must be stated specifically in the party’s written appeal:
 - a. Procedural irregularity that affected the outcome of the matter;
 - b. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
 - c. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
4. **Appellate Decision-Maker.** The Appellate Decision-Maker shall not be the same person as the Initial Decision-Maker that reached the determination regarding responsibility or the Dismissal of a Formal Complaint of Sexual Harassment, the Investigator(s) or the Title IX Coordinator. The Appellate Decision-Maker shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Appellate Decision-Maker shall be trained as set forth in section V.F.2. and 3.
5. **Supervisory Union Notification of Appeal and Duty to Equitable Treatment of Parties During Appeal.** The Supervisory Union must notify the both parties in writing when an appeal is filed and implement appeal procedures equally for both parties.
6. **Opportunity to Brief Appellate Decision-Maker.**
 - a. **Deadline In Cases Other than Newly Available Evidence.** Except in cases of newly available evidence, each party shall have 10 days [“reasonable and equal opportunity] from the date of the Notification of Appeal under section H.5. above, to submit to the Appellate Decision-Maker a written statement in support of, or challenging, the Initial Determination Regarding Responsibility.

- b. Deadline in Cases of Newly Available Evidence. In cases where the basis of the appeal is newly available evidence affecting the outcome, the party relying upon such evidence shall submit to the Appellate Decision-Maker such evidence or a summary of such evidence along with the party's appeal statement first and within 7 days from the date of the Notification of the Appeal. In such instances the Appellate Decision-Maker shall then forward such documentation on to the opposing party, whereupon the opposing party shall thereafter have 7 days to review and submit their Brief to the Appellate Decision-Maker.

7. Written Determination of the Appeal

- a. The Appellate Decision-Maker shall provide a Written Determination of the Appeal after considering the record and the parties' appeal statements, describing the result of the appeal and the rationale of the result. The appeals decision maker will only overturn the Initial Determination of Responsibility upon a conclusion that it was clearly erroneous (i.e., either made on unreasonable grounds, or without any proper consideration of the circumstances). If the basis or one of the bases for the appeal was new evidence, the appeals decision maker may either make a determination of responsibility regarding that evidence or refer it back to the appropriate stage of the Title IX Grievance Process. The Appellate Decision shall be provided simultaneously to both parties, with a copy to the Title IX Coordinator and the Superintendent of Schools.
- b. Upon issuance of the Written Determination of the Appeal, it becomes a **Title IX Sexual Harassment Final Decision**, as set forth in Section IV.F.6, with commensurate Title IX obligations for the Supervisory Union to act as set forth in Section IV.F.7.

V. Responsible Personnel.

A. Bias or Conflicts of Interest.

No person designated as a Title IX Coordinator, investigator, decision-maker, nor any person designated by the Supervisory Union to facilitate an informal resolution process, may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

B. Title IX Coordinator.

The Supervisory Union must designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this Policy, which employee must be referred to as the "Title IX Coordinator." Any individual designated by the Supervisory Union as a Title IX Coordinator shall be free of conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

1. Notice of Title IX Coordinator Contact Information. The name or title, office address, electronic mail address, and telephone number of the employee(s) designated as the Title IX Coordinator shall be provided to the following:
 - a. all applicants for admission and employment;
 - b. parents or legal guardians of elementary and secondary school students;
 - c. employees; and
 - d. all unions or professional organizations holding collective bargaining or professional agreements with the recipient.
2. Duties of Title IX Coordinator In addition to coordinating the Supervisory Union's efforts to comply with its responsibilities under this Policy, and any other duties assigned, the Title IX Coordinator shall be responsible for:
 - a. Receipt of Reports of Sexual Harassment. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting

is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

i. Responding to general reports and formal complaints of sexual harassment.

(a). The Title IX Coordinator shall promptly contact the Complainant (or where Complainant is a minor their parent/guardian) (regardless to whether a formal complaint has been received) to discuss:

- i. Supportive Measures: the availability of supportive measures (as defined in section II.N. above); to consider Complainant's wishes with respect to supportive measures; to inform of the availability of supportive measures with or without the filing of a Formal Complaint of Sexual Harassment;
- ii. Formal Complaint and explain the process for filing a Formal Complaint of Sexual Harassment.

ii. Signing and/or receiving Formal Complaints of Sexual Harassment and in such cases commencing the Title IX Grievance Process set out in Section IV. above;

iii. Coordinating the effective implementation of supportive measures; and

iv. Coordinating the Supervisory Union's efforts to comply with its responsibilities related to the Title IX Grievance Process set forth in Section IV of this policy, including any other specific duties as assigned by the Superintendent to fulfill the Supervisory Union's obligations under this policy.

3. Conflict of Interest or Bias/Unavailability. In cases where the Title IX Coordinator is unavailable, including unavailability due to a conflict of interest or other disqualifying reason, the Superintendent shall assure that another person with the appropriate training and qualifications is appointed as acting Title IX Coordinator for that case, in such instances "Title IX Coordinator" shall include the acting Title IX Coordinators.

C. Investigators.

1. Conflict of Interest or Bias. Any individual assigned to investigate a Formal Complaint of Sexual Harassment shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
2. Responsibilities. Investigators shall be responsible for conducting Sexual Harassment Investigations as set forth in Section IV.E. above.

D. Decision-Makers.

1. Conflict of Interest or Bias. Any individual assigned as a Decision-Maker in the case of a Sexual Harassment under this Policy shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
2. Responsibilities.
 - a. **Initial Decision-Makers** shall be responsible for issuing an Initial Determination Regarding Responsibility following a Sexual Harassment Investigation and other duties set forth in Section IV.F. above.
 - b. **Appellate Decision-Makers** shall be responsible for issuing a Written Determination of the Appeal, and other duties set forth in Section IV.H. above.

- E. **Informal Resolution Process Facilitators (“Facilitators”)**.
1. **Conflict of Interest or Bias**. Any individual assigned to facilitate an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
 2. **Responsibilities**. Facilitators shall be responsible for facilitating a process of informal resolution as permitted in section IV. D. above.
- F. **Training**. The Supervisory Union shall ensure that training of the following personnel occur:
1. **All Supervisory Union Employees**. Training of Supervisory Union Employees shall occur relative to mandatory reporting obligations, and any other responsibilities they may have relative to this Policy.
 2. **Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process**. These individuals must be trained on the following topics:
 - a. the definition of sexual harassment as contained within this Policy;
 - b. the scope of the recipient’s education program or activity;
 - c. how to conduct an investigation, appeals, and informal resolution process;
 - d. how to serve impartially, including by avoiding prejudgment of the facts at issue; and
 - e. conflicts of interest and bias.
 3. **Decision-makers**. In addition to the topics set forth in II.D.2. above, decision-makers shall be trained on the following topics:
 - a. issues of relevance of questions and evidence, including when questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant as set forth in Section IV.E.1. and IV.F.2.a.
 4. **Investigators**. In addition to the topics set forth in II.D.2. above, investigators shall be trained on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in Section IV.E.9 above.
 5. **Training Materials**. Any materials used for trainings of Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must:
 - a. Not rely on sex stereotypes; and
 - b. Promote impartial investigations and adjudications of formal complaints of sexual harassment.
 - c. Be made available to the public either on its website, or if the Supervisory Union does not maintain a website, must make those materials available upon request for inspection by members of the public.

Date Warned: December 7, 2020
Date Adopted: December 21, 2020
Date Warned for Re-adoption: December 14, 2022
Date Readopted: January 10, 2023

Legal References:

1. *Title IX of the Education Amendments of 1972, 20 U.S.C 1681, et seq* 20 U.S.C. §1232g, *Family Educational Rights and Privacy Act*
2. *34 CFR. Part 99, Family Educational Rights and Privacy Act Regulations*
3. *34 CFR 106.8, Designation of responsible employee and adoption of grievance procedures.*

4. *34 CFR 106.30, Definitions*
5. *34 CFR 106.44, Recipient's response to sexual harassment*
6. *34 CFR 106.4, Grievance process for formal complaints of sexual harassment*
7. *34 CFR 106.71, Retaliation*

REGULATIONS FOR SCHOOL BUS STUDENTS

All students riding school buses within the Districts served by F.M. Kuzmeskus, Inc. are expected to follow a few basic guidelines while riding the bus. These guidelines are put in place to assist the school bus driver with the safest possible transportation to and from school each day. F.M. Kuzmeskus wants to ensure that students are transported in school bus environments that are safe and as comfortable as possible. To this end, all students are expected to follow "school rules" whenever they are on the bus, and the following simple rules must be adhered to:

1. The school bus driver is in complete charge of the school bus and the pupils and shall have the same authority in maintaining discipline as a teacher in the classroom. Pupils shall observe classroom conduct and obey the driver promptly and respectfully.
2. Pupils must arrive on time (5 minutes before pick-up time) at the designated bus stops. When the school bus is operating on an established schedule, it cannot wait for children who are not within sight of the stop when the bus arrives. Pupils are prohibited from leaving or boarding the bus at locations other than their assigned bus stop. Parents/guardians must provide advance written permission (co-signed by a school official) for pupils to be let off at any stop other than their usual destination.
3. Pupils shall wait in a safe place, clear of traffic and at least 10 feet away from the bus until it stops, and should walk quickly to, from, and in front of the bus.
4. Students must walk 10 paces in front of the bus before crossing and stop and cross at the driver's signal (thumb up).
5. Pupils shall wait in an orderly line and avoid horseplay at the bus stop.
6. Any unnecessary talking with the school bus operator is prohibited.
7. While ordinary conversation between pupils is permitted, loud, profane, or inappropriate conversation is not allowed.
8. Fighting, rough play, and throwing objects are not allowed.
9. Pupils shall respect the rights and safety of others (keeping hands to self and no name calling).
10. Pupils are prohibited from using or carrying tobacco products, alcohol, drugs, any controlled substance, weapons (guns, knives, explosives, etc.), objects that shoot any type of projectile, and items that could cause a fire on the bus (matches, lighters, etc.). Offenses relative to this item shall result with the pupil's immediate removal from the bus and/or indefinite suspension. Potentially dangerous items such as glass jars and other glass items will not be permitted on the school bus.
11. Backpacks must be worn or carried in front of pupils while entering or exiting the bus.

12. Littering—either on the bus or out the windows—is not allowed. Eating or drinking on the bus is also prohibited.
13. Pupils shall go to the first available seat or to their assigned seat when entering the bus.
14. The rear door shall be used only in the case of an emergency.
15. All pupils must be seated while the bus is in motion. Students must keep their heads and limbs inside the bus.
16. The aisle of the bus must be kept clear. Pupils may bring items on the bus only if the items can be carried on the pupils' laps. Skis, animals, weapons, and other dangerous objects are prohibited on the buses. Ice skates are restricted unless in a zippered/closed kit bag.
17. The driver has the right to refuse students or any other person with any non-lap or potentially dangerous items. If transportation of non-lap items is necessary for school, parents should make arrangements to transport the items. Exceptions may be prearranged, for school sponsored activities that require some of the above items; for example, band tryouts, band concerts, winter sports. They cannot be transported on a home-to-school run.

Additional items NOT PERMITTED on the school bus

- Footwear with cleats and/or spikes (must be in a bag)
 - Skateboards / Scooters
 - Large instruments (other instruments must be able to fit safely on the student's lap or alongside the student and not obstructing the aisle)
 - Hockey sticks, golf clubs
 - Skis/poles (exception for teams sports, but must be out of the aisles and secured)
 - Large school projects that will not rest easily on the student's lap
 - Pets, live animals, reptiles, bugs, etc.
 - Plants, flowers
 - Water guns
 - Any type of ball (basketballs, footballs, baseballs, soccer balls, hand balls, etc.)
18. Pupils are prohibited from hitching rides via the rear bumper or other parts of the bus.
 19. Students are not allowed to cross behind the bus or walk along the sides of the bus. Students must wait for the bus to drive away before attempting to retrieve objects that fall underneath the bus.
 20. Any violation of the above regulations will be reported to the appropriate building principal and disciplinary action will be taken.