

## **Administration**

### **Hiring School Administrators**

The Board of Education will appoint qualified persons to all administrative positions in the School System, based on recommendations made by the Superintendent.

The appointment of all administrators is valid only when made in such a manner, and the Superintendent will submit his/her recommendations to the Board in writing if so requested. The Board will accept or reject the Superintendent's recommendation at a regular or special Board meeting. If the Board should reject the Superintendent's nomination, she/he will make another recommendation to the Board within a month, or as soon as practical.

The Superintendent will be responsible for the posting of positions, establishment of a search committee, recruitment and screening of candidates, and to bring finalists, including the recommended candidate, to the Board.

The search/interview committee shall be comprised of Board members, administrators and parent, teacher and community representatives. The Superintendent is responsible for checking the references of all finalists and reporting results to the Board.

At the time of deciding to fill a vacant administrative position, the Board will determine whether the full Board, a committee of the Board or appropriate administrators will interview finalists for the position.

# First Reading

**P3160**

*Existing policy, number 3160 adopted 4/17/17, modified and with update to legal reference.*

## **Business/Non-Instructional Operations**

### **Transfer of Funds Between Categories; Amendments**

The Board of Education looks to the Principal to inform it of potential line item over-expenditures in each school year budget. All transfers of funds between accounts of the budget shall be in harmony with law and shall be recommended by the Principal.

This communication should promote a positive relationship between the Administration, Board of Education and Town Board(s) on how moneys are effectively being spent.

The Board of Education may transfer any unexpended or uncontracted ~~for~~ portion of any appropriation for school purposes to any other item of such itemized estimate. Expenditures in each fiscal year shall not exceed the appropriation made by the fiscal authority combined with such money as may be received from other sources for school purposes.

~~The Board authorizes the Principal or his/her designee to transfer funds from any line items in an amount less than \$1000.00 under emergency conditions if the urgent need for such transfer prevents the Board from meeting in a timely fashion to consider such transfer. All transfers made in such instances shall be announced at the next regularly scheduled meeting of the Board.~~

~~The Board shall provide a written explanation of a transfer made under emergency circumstances to the town's legislative body or, if the legislative body is a town meeting, to the Board of Selectman.~~

Legal Reference: Connecticut General Statutes

10-222 Appropriations and budget. Financial information system. (as amended by P.A. 13-60, An Act Concerning The Consolidation of Non-educational Services)

Policy adopted:

SHARON PUBLIC SCHOOLS  
Sharon, Connecticut

*A revised policy to consider.*

## **Business and Non-Instructional Operations**

### **Data-Based Information and Management Systems**

### **Student Data Protection and Privacy/Cloud-Based Issues**

The Board of Education (Board) may, pursuant to this policy, enter into a contract with a third party for either or both of the following purposes:

1. To provide services, including Cloud-based services, for the digital storage, management, and retrieval of student records.
2. To provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records in accordance with the contractual provisions listed below.

The Board when entering into a contract with a contractor for purposes listed above, shall ensure the contract includes, but is not limited to the following:

1. A statement that student records, student information and student generated content continues to be the property of and under the control of the Board. (They are not the property of, or under the control of a software or electronic service contractor.)
2. A description of the means by which the Board may request the deletion of any student information, student records or student-generated content in the possession of the contractor that is not (a) otherwise prohibited from deletion or required to be retained under state or federal law, or (b) stored as a copy of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the contractor, provided the Board of Education may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate data following a disaster recovery.
3. A statement that the contractor will not use student information, student records, or student-generated content for any purposes except those the contract authorizes.
4. A description of the procedures by which a student, parent or legal guardian, of a student may review personally identifiable information (PII) contained in the student's record, student information or student-generated content and correct erroneous information, if any in such student material.
5. A statement that the contractor shall take actions designed to ensure the security and confidentiality of student records, student information, and student-generated content.

## **Business and Non-Instructional Operations**

### **Data-Based Information and Management Systems**

#### **Student Data Protection and Privacy/Cloud-Based Issues** (continued)

6. A description of the procedures that a contractor will follow for notifying the Board, in compliance with C.G.S. 10-234dd when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content.
7. A statement that a student's records, student information, or student-generated content shall not be retained or available to the contractor upon expiration of the contract between the contractor and the Board of Education except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the contractor after the expiration of such contract for the purpose of storing student-generated content. (e.g., essays, research papers, portfolios, creative writing, music, audio files, or photographs, but not standardized assessment responses.)
8. A statement that the contractor and the Board shall ensure compliance with the federal Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g.
9. A statement that Connecticut laws shall govern the rights and duties of all parties to the contract, (contractor and the Board).
10. A statement that if any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions of the contract which can be given effect without the invalid provision or application.
11. A prohibition against the contractor using personally identifiable information contained in student records to engage in advertising or for any other purposes other than those authorized pursuant to the contract.

The Board of Education may use the uniform student data privacy terms-of-service agreement addendum, developed by the Commission for Educational Technology (CET), in contracts entered into pursuant to C.G.S. 10-234bb. Such amendment shall conform to the requirements for a contract listed above.

Any provision of a contract or the terms-of-service agreement addendum entered into between a contractor and the Board on or after July 1, 2018, that conflicts with the provisions listed above shall be void. Moreover, a contract is void if it lacks any of the above provisions. The Board will give the contractor reasonable notice to amend the contract or the terms-of-service agreement addendum to include the missing provisions.

## **Business and Non-Instructional Operations**

### **Data-Based Information and Management Systems**

#### **Student Data Protection and Privacy/Cloud-Based Issues (continued)**

Any contract entered into on and after July 1, 2018, or the terms-of-service agreement addendum that does not include the provisions listed above shall be void, provided the Board has given reasonable notice to the contractor and the contractor has failed within a reasonable time to amend the contract or the terms-of-service agreement addendum to include the required provisions.

The Board of Education shall maintain and update, as necessary, a website with information relating to all contracts entered into pursuant to this policy. Not later than five business days after executing a contract pursuant to this policy the Board shall post notice of such contract on the Board's website. The notice shall include the contract and (1) state that the contract has been executed and the date that such contract was executed, (2) provide a brief description of the contract and the purpose of the contract, and (3) state what student information, student records or student-generated content may be collected as a result of the contract.

On or before September 1<sup>st</sup> annually, the ~~Principal Board of Education~~ shall electronically notify students and the parents/guardians of students of the address of the Internet website described in this policy.

The Board of Education and a contractor may include in any contract executed pursuant to this policy, the uniform student data privacy terms-of-service agreement addendum, previously described, to satisfy the requirements of this policy.

The Board of Education is not required to enter into a contract pursuant to this policy if the use of an Internet website, online service or mobile application operated by a consultant or an operator is unique and necessary to implement a child's individualized education program or plan pursuant to Section 504 of the Rehabilitation Act of 1973, as amended from time to time, and such Internet website, online service or mobile application is unable to comply with the provisions of this policy, provided (1) such Internet website, online service or mobile application complies with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time, and the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended from time to time, (2) the Board of Education can provide evidence that it has made a reasonable effort to (A) enter into a contract with such consultant or operator to use such Internet website, online service or mobile application, and (B) find an equivalent Internet website, online service or mobile application operated by a consultant or an operator that complies with the provisions of this section, (3) the consultant or operator complies with the provisions of section 10-234cc, as amended for such use, and (4) the parent/legal guardian of such child, and, in the case of a child with an individualized education program, a member of the planning and placement team, sign an agreement that (A) acknowledges such parent/legal guardian is aware that such Internet website, online service or mobile application is unable to comply with the provisions of this policy, and (B) authorizes the use of such Internet website, online service or mobile application. The Board of Education shall, upon the request of a child's parent/legal guardian, provide the evidence described above to such parent/legal guardian.

## **Business and Non-Instructional Operations**

### **Data-Based Information and Management Systems**

#### **Student Data Protection and Privacy/Cloud-Based Issues** (continued)

The Board expects that an operator shall implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records, and student-generated content from unauthorized access, destruction use, modification and disclosure; and delete any student information, student records or student-generated content within a reasonable amount of time if a student, parent/guardian or Board requests deletion of such student information, student records or student generated content unless:

1. state or federal law prohibits such deletion or otherwise requires the retention of such student information, student records or student-generated content, or
2. a copy of such student information, student records or student-generated content is in the possession of the operator as part of a disaster recovery storage system and is inaccessible to the public and unable to be used in the normal course of business by the operator, provided such student, parent/legal guardian of a student or the Board may request the deletion of any such student information, student records or student-generated content if such copy is used by the operator to repopulate accessible data following a disaster recovery.

The Board will utilize the written guidance developed by the Department of Education in consultation with the Commission for Educational Technology concerning the implementation of FERPA and the laws relating to student data privacy. Such written guidance includes, a plain language explanation of how such student data privacy laws are to be implemented, information about the uniform student data privacy terms-of-service agreement addendum, and (3) how such addendum may be incorporated into contracts executed pursuant to section 10-234bb, as amended.

#### **Notice of Breach of Security/Data Breaches**

Upon notice of a breach of security by a contractor, the Board shall, not later than two business days after receipt of such notice, notify the students and the parents/legal guardians of the students whose student information, student records, or student-generated content was involved in such breach. The Board shall also, as required, post notice of the breach on its website.

Upon the discovery of a breach of security that results in the unauthorized release of student information, excluding directory information, the contract shall contain the provision that the contractor must notify the Board of such breach without unreasonable delay, and in no case later than thirty (30) days from the discovery of the breach.

## **Business and Non-Instructional Operations**

### **Data-Based Information and Management Systems**

### **Student Data Protection and Privacy/Cloud-Based Issues**

#### **Notice of Breach of Security/Data Breaches** (continued)

Upon the discovery of a breach of security that results in the unauthorized release of directory information, student records, or student-generated content, the contract shall contain the provision that the contractor must notify the Board without unreasonable delay and in no case later than sixty (60) days from the discovery of the breach.

**Note:** The Board may desire to contract for more prompt notice of a breach of security.

#### **Definitions**

1. **“Contractor”** means an operator or consultant that is in possession of or has access to student information, student records or student-generated content as a result of a contract with a local or regional Board of Education.
2. **“Operator”** means the operator of an Internet website, online service, online application, (app) or mobile application with actual knowledge that such Internet website, service, or mobile application is used primarily for school purposes and was designed and marketed for school purposes and who collects, maintains or uses student information.
3. **“Consultant”** means a professional who provides non-instructional services, including administrative, planning, analytical, statistical, or research services to a board of education under a contract.
4. **“Student”** means a Connecticut resident enrolled in a preschool program participating in the state-wide public school information system, pursuant to section 10-10a of the general statutes, or enrolled in grades K to 12, inclusive, in a public school, or receiving special education and related services under an individualized education program, or otherwise the responsibility of the Board.
5. **“Deidentified information”** means any information that has been altered to prevent the identification of an individual student.
6. **“Eligible student”** means a student who has reached 18 years of age.

## **Business and Non-Instructional Operations**

### **Data-Based Information and Management Systems**

#### **Student Data Protection and Privacy/Cloud-Based Issues**

##### **Definitions** (continued)

7. **“Student-generated content”** means materials created by a student, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, or photographs. “Student-generated content” does not include student responses to a standardized assessment.
8. **“Student records”** means any information directly related to a student that is maintained by the school district, the State Board of Education or the Department of Education or any information acquired from a student through the use of educational software assigned to the student by a teacher or other district employee.  
  
**“Student records”** does not mean any of the following:
  - a. Deidentified information, allowed under the contract to be used by the contractor to improve educational products for adaptive learning purposes and for customizing student learning.
  - b. Deidentified information, used to demonstrate the effectiveness of the contractor’s products in the marketing of such products.
  - c. Deidentified information, used for the development and improvement of the contractor’s products and services.
9. **“Online service”** includes Cloud computing services, which must comply with this policy if they otherwise meet the definition of an operator.
10. **“Student information”** is personally identifiable information regarding a student that in any media or format that is not publicly available that meets any of the following:
  - a. Is created or provided by a student, or the student’s parent or legal guardian, by using an operators’ website, online service, or mobile application (app) for school purposes.
  - b. Is created or provided by an employee or agent of the board of education, to an operator for school purposes.
  - c. Is gathered by an operator through the operation of the operator’s Internet website, online service, or mobile application (app) and identifies a student including but not limited to information in the student’s educational record or email account, first and last name, home address, telephone number, date of birth, email address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or behavioral assessments.

## **Business and Non-Instructional Operations**

### **Data-Based Information and Management Systems**

### **Student Data Protection and Privacy/Cloud-Based Issues**

#### **Definitions** (continued)

11. **“School purposes”** means purposes that customarily take place at the direction of a teacher, or a board of education or aid in the administration of school activities, including, but not limited to, instruction in the classroom, administrative activities, and collaboration among students, school personnel, or parents/legal guardians.
12. **“Targeted advertising”** means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student-generated content or inferred from the usage of the operator’s Internet website, online service or mobile application by such student. It does not include any advertising to a student on a website that the student accesses at the time or in response to a student’s response or request for information or feedback.

The Board, through this policy, places restrictions on an “operator” as defined in this policy. An operator shall not knowingly engage in any of the following activities with respect to their internet website, online service or mobile application:

1. Engage in targeted advertising on the operator’s site, service, or application, or on any other Internet website, online service or mobile application;
2. Use student information to create a profile of a student for purposes other than the furtherance of school purposes;
3. Sell student information, unless the sale is part of the purchase, merger, or acquisition of an operator by a successor operator and the operator and the successor operator continue to be subject to the provisions of this policy regarding student information; or
4. Disclose student information, unless the disclosure is made (a) in furtherance of school purposes of the Internet website, online service or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Internet website, online service or mobile application and complies with this policy; (b) to ensure compliance with federal or state law; (c) in response to a judicial order; (d) to protect the safety of users or others, or the security of the Internet website, online service or mobile application; or (e) to an entity hired by the operator to provide services for the operator’s Internet website, online service or mobile application, provided the operator contractually (i) prohibits the entity from using student information for any purpose other than providing the contracted service to, or on behalf of, the operator, (ii) prohibits the entity from disclosing student information provided by the operator to subsequent third parties, and (iii) requires the entity to comply with this policy.

## **Business and Non-Instructional Operations**

### **Data-Based Information and Management Systems**

#### **Student Data Protection and Privacy/Cloud-based Issues** (continued)

The Board recognizes that an operator may:

1. Use student information (1) to maintain, support, evaluate or diagnose the operator's Internet website, online service or mobile application (app), or (2) for adaptive learning purposes or customized student learning.
2. Use de-identified student information (1) to develop or improve the operator's Internet website, online service or mobile application (app), or other Internet websites, online services or mobile applications owned by the operator, or (2) to demonstrate or market the effectiveness of the operator's Internet website, online service or mobile application.
3. Share aggregated de-identified student information for the improvement and development of Internet websites, online services or mobile applications designed for school purposes.

Nothing in this policy shall be construed to:

1. limit the ability of a law enforcement agency to obtain student information from an operator as authorized by law or pursuant to a court order;
2. limit the ability of a student or the parent or legal guardian of a student to download, transfer or otherwise save or maintain student information;
3. impose a duty upon a provider of an interactive computer service, as defined in 47 USC 230, as amended from time to time, to ensure compliance with this section by third-party information content providers, as defined in 47 USC 230, as amended from time to time;
4. impose a duty upon a seller or provider of online services or mobile applications to ensure compliance with this policy with regard to such online services or mobile applications;
5. limit an Internet service provider from providing a student, parent or legal guardian of a student or local or regional Board of Education with the ability to connect to the Internet;
6. prohibit an operator from advertising other Internet websites, online services or mobile applications that are used for school purposes to parents or legal guardians of students, provided such advertising does not result from the operator's use of student information;
7. apply to Internet websites, online services or mobile applications that are designed and marketed for use by individuals generally, even if the account credentials created for an operator's Internet website, online service or mobile application may be used to access Internet websites, online services or mobile applications that are designed and marketed for school purposes.

## **Business and Non-Instructional Operations**

### **Data-Based Information and Management Systems**

#### **Student Data Protection and Privacy/Cloud-based Issues** (continued)

The Board, upon determination that a request for directory information is related to school purposes, may disclose directory information to any person requesting such directory information. If the Board determines that a request for directory information is not related to school purposes, the Board shall not disclose such directory information.

(cf. 3520.1 – Information Security Breach and Notification)

(cf. 3520.11 – Electronic Information Security)

(cf. 3520.12 – Data-Based Information Management System Confidentiality Policy)

(cf. 5125 – Student Records)

(cf. 5145.15 – Directory Information)

(cf. 6162.51 – Surveys of Students/Student Privacy)

Legal Reference: Connecticut General Statutes  
1-19(b)(11) Access to public records. Exempt records.  
7-109 Destruction of documents.  
10-15b Access of parent or guardians to student's records.  
10-209 Records not to be public.  
10-234aa Definitions  
10-234bb Contracts between boards of education and contractors re student data. Requirements. (as amended by PA 18-125)  
10-234cc Requirements for operators re student data  
10-234dd Duties re unauthorized release, disclosure or acquisition of student data (as amended by PA 18-125)  
11-8a Retention, destruction and transfer of documents  
11-8b Transfer or disposal of public records. State Library Board to adopt regulations.  
46b-56(e) Access to Records of Minors.  
Connecticut Public Records Administration Schedule V - Disposition of Education Records (Revised 1983).  
P.A. 16-189 An Act Concerning Student Privacy  
PA 17-200 An Act Making Revisions to the Student Data Privacy Act of 2016  
PA 18-125 An Act Concerning Revisions to the Student Data Privacy Act  
Federal Family Educational Rights and Privacy Act of 1974 (section 438 of the General Education Provisions Act, as amended, added by section 513 of P.L. 93-568, codified at 20 U.S.C.1232g).

**Business and Non-Instructional Operations**

**Data-Based Information and Management Systems**

**Student Data Protection and Privacy/Cloud-based Issues**

Legal Reference: (continued)

Dept. of Educ, 34 C.F.R. Part 99 (May 9, 1980 45 FR 30802) regs. implementing FERPA enacted as part of 438 of General Educ. Provisions Act (20 U.S.C. 1232g) parent and student privacy and other rights with respect to educational records, as amended 11/21/96.

Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. § 1232g (2014)

Children's Online Privacy Protection Act (COPPA) 15 U.S.C. §§6501 *et seq.* (2014)

Policy adopted:

cps 6/16

rev 9/16

rev 7/17

rev 6/18

**SHARON CENTER SCHOOL  
Sharon, Connecticut**

**STAFF REQUEST FOR APPROVAL OF TECHNOLOGY RESOURCES**

Before use in the classroom, use with students, or administrative use, all online learning resources, online applications, digital subscription services, and other programs or technology applications requiring the user to accept terms of services or a user agreement must be approved by the IT Department.

To request to use such an online resource or technology application other than a District-approved resource, please complete and submit the following form.

Name: \_\_\_\_\_

Position \_\_\_\_\_ (example: teacher)

Date: \_\_\_\_\_

If the resource will be used by students, which grade(s)? \_\_\_\_\_

1. Give name and description of the technology resource you are requesting to use. If you are requesting an online resource, please include a link to the resource.

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

2. Describe how you plan to use the requested resource. What information, if any, will be shared? Who will have access to the resource? If for use by students, will students need to sign up for an account? How do students log into the program? Is parental permission required by the application before use by a student?

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

3. Verify that there is not a similar product in use that has already been purchased.

- There is not a similar product in use.
- There is a similar product in use but it does not meet the desired requirements. Name of the additional product or the product to be replaced

\_\_\_\_\_

# First Reading

## For Office Use Only

Security review and Student Data Privacy contract requirements obtained from Region 1 IT director (860) 824-5123).

- Meets the requirements and contract is published.
- Does not meet requirements
- Approved for use
  - Additional parental notification and permission required.
  - No additional notifications or permissions required.
- Not approved for use at this time
  - Reason: \_\_\_\_\_

# First Reading



P3524.1(a)

*A sample policy to consider which states the district's intention to implement the Integrated Pest Management (IPM) concept pertaining to pesticide use.*

## **Business/Non-Instructional Operations**

### **Hazardous Material in Schools**

#### **Pest Management /Pesticide Application**

The Board of Education believes that structural and landscape pests can pose significant hazards to people, property and the environment. Pests are living organisms such as plants, animals or microorganisms that interfere with human uses for the school site. Strategies for managing pest populations will be influenced by the pest species and the degree to which that population poses a threat to people, property or the environment. Further, the Board also believes that pesticides can also pose hazards to people, property and the environment. The intent of this policy is to ensure the health and safety of students, teachers, staff and all others using district buildings and grounds.

The goal of this pest management program is to manage pests in order to:

- Reduce any potential human health hazard and/or to protect against a significant threat to public safety;
- Prevent loss or damage to school structures or property;
- Prevent pests from spreading in the community or to plant and animal populations beyond the site;
- Enhance the quality of life and to provide a safe and healthy learning environment for students, staff and others.

The school ~~district~~ shall incorporate Integrated Pest Management procedures (IPM) to manage structural and landscape pests and the toxic chemicals for their control in order to alleviate pest problems with the least possible hazard to people, property and the environment. In addition, staff, students and the public ~~shall~~ **will** be educated, at least annually, about potential school pest problems and the IPM policies and procedures to be used to achieve the desired pest management objectives. Integrated Pest Management (IPM) is **a systematic method of managing pests using non-chemical pest management methods and the judicious use of pesticides when pest populations exceed acceptable levels.** ~~the coordinated use of pest and environmental information with available pest control methods to prevent unacceptable levels of pest damage by the most economical means with the least possible hazard.~~

IPM procedures will determine when to control pests and whether to use mechanical, physical, chemical, cultural or biological means. Chemical controls ~~will shall~~ be used as a last resort. The Board establishes that the school ~~district shall~~ **will** use pesticides only after consideration of the full range of alternatives, including no action, based upon an analysis of environmental effects, safety, effectiveness and costs. The **Principal Superintendent** or ~~his/her~~ **designee shall will** be responsible to implement Integrated Pest Management (IPM) procedures and to coordinate communications with members of the staff who are responsible for pest control, such as maintenance personnel and custodians, and hired contractors when utilized by the district to control a pest problem. *The Maintenance Supervisor/Head Custodian ~~shall will~~ be designated as*

## First Reading

*the IPM supervisor and ~~shall~~ will direct and supervise all IPM procedures to be carried out by assigned maintenance and/or custodial staff.*

## **Business/Non-Instructional Operations**

### **Hazardous Material in Schools**

#### **Pest Management /Pesticide Application** (continued)

All ~~district~~ **School** employees who use chemicals to control a pest problem must be trained and shall **will** follow all precautions and application regulations. The ~~District~~ **School** will only employ certified pesticide applicators for any necessary and non-emergency pesticide use in school building or on school grounds. Contractors hired to do this work shall **will** give evidence of appropriate training and certification in the proper use of pesticides. Pest control contractors shall **will** be utilized, when deemed necessary, to inspect for conditions conducive to pest problems and to develop appropriate prevention measures. Pest control contractors will be expected to write recommendations for structural improvements or repairs and housekeeping and sanitation measures required to reduce or prevent recurrence of pest problems.

Someone other than a certified pesticide applicator may apply a pesticide in an emergency to eliminate an immediate human health threat when (1) it is impractical to obtain the services of a certified pesticide applicator and (2) a restricted use pesticide is not used.

~~Whenever it is deemed necessary to use a chemical substance that school must provide notification to all parents and staff who have registered for advanced notification in conformity with state statutes. The School, District, prior to any application of pesticide within any building or on school grounds shall will provide such notice by electronic mail and on the school's website, no later than twenty-four hours prior to the pesticide application. Notices shall will also be posted in designated areas at school at least (suggested) forty-eight (48) hours prior to the application.~~

~~At the beginning of each school year and at the time a student is registered, parents/guardians/staff shall will be informed of the School's District's pest management policy. Those parents/guardians and staff who register a request shall will be notified prior to every pesticide application. Parents/guardians who have registered for prior notice shall will receive a transmittal of notice by electronic mail no later than twenty-four hours prior to such application. Notice shall will be given by any means practicable to school staff who have registered for such notice.~~

The notice shall **will** include:

- The name of the active ingredient of the pesticide being applied.
- The target pest.
- The location of the application on school property.
- The date of the application.
- The name of the school administrator or designee who may be contacted for further information.

~~On or after October 1, 2015, The Board of Education is required to post notice of pesticide application not less than twenty-four hours prior to the application on or through the (1) home page of the school's website where the application will occur, or in the absence of a school's website, on the District's website; and (2) the primary social media account of the school or Board of Education.~~

## **Business/Non-Instructional Operations**

### **Hazardous Material in Schools**

#### **Pest Management /Pesticide Application** (continued)

~~The District's website must indicate how parents/guardians may register for prior notice of pesticide application.~~

Not later than March 15 of each year, a notice of applications made since January first of such year, and a listing of such notices for applications made during the period March 15<sup>th</sup> through December 31<sup>st</sup> time frame from the preceding calendar year shall be sent through the **School's** District's electronic mail notification **and the school website**, ~~or alert system~~. ~~This notification is for those parents/guardians who previously registered for prior notification of pesticide applications.~~

~~The School District is also required to print the above required electronic mail notification in the applicable parent handbook. (The law, C.G.S. 10-231c, as amended does not require the reprinting of the handbook to provide the notification or the development or use of a website, social media account or electronic mail notification or alert system not already in use or existence prior to October 1, 2015.)~~

Information regarding pesticides used and areas treated ~~shall~~ **will** be maintained for a period of five years at the school site and available to the public and staff upon request. ~~The district shall~~ **School will** establish and maintain accurate records of all chemical use and their location. In addition, records of all pest control actions including information on indicators of pest activity that can verify the need for action **will be maintained**.

Pesticide applications ~~shall~~ **will** be limited to non-school hours and when activities are not taking place.

The application of lawn care pesticides on the grounds of any schools with students in grade eight or lower, except on an emergency basis, must be according to an integrated pest management plan (IPM). An emergency application may be made to eliminate a human health threat in any school with students through grade eight as determined by the Superintendent of Schools, subject to applicable Connecticut statutory and regulatory provisions.

Legal Reference: Connecticut General Statutes

10-231b Pesticide applications at schools: Authorized applicators. Exception. (as amended by P.A. 09-56)

10-231c Pesticide applications at schools without an integrated pest management plan. (as amended by June 2015 Special Session PA 15-5)

22a-46 Short title: Connecticut Pesticide Control Act.

**Business/Non-Instructional Operations**

**Hazardous Material in Schools**

**Pest Management /Pesticide Application**

Legal Reference: Connecticut General Statutes (continued)

22a-54 Pesticide applicators, certification, classification, notice, fees, reciprocity; financial responsibility; aircraft, tree, public employee applicators.

22a-58 Records to be kept by distributors and applicators.

23-61b Licensing for arboriculture; examination; fees; renewal; suspension, revocation. Nonresidents. Records. Pesticides.

P.A. 09-56 An Act Concerning Pesticide Applications At Child Day Care Centers and Schools.

Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) 7 U.S. Code 136 et seq

Policy adopted:

7/05

7/07

7/09

7/15

*A sample regulation to consider related to the Integrated Pest Management (IPM) concept pertaining to pesticide use.*

## **Business and Non-Instructional Operations**

### **Hazardous Materials in Schools**

#### **Pest Management/Pesticide Application**

In determining when to control pests and whether to use mechanical, physical, chemical, cultural or biological means, the **School will** ~~District shall~~ follow the principles of Integrated Pest Management (IPM). The **Principal or Superintendent or his/her designee shall will** ensure that the ~~District~~ **School** follows Integrated Pest Management procedures so as to use the most appropriate and least toxic method of control.

Procedures ~~shall~~ **will** include the following:

1. The choice of using a pesticide will be based on a review of all other available options and a determination that these options are not acceptable or not feasible. The full range of alternatives, including no action, will be taken.
2. Selected non-chemical pest management methods will be used whenever possible to provide the desired control. Cost or staffing considerations alone will not be adequate justification for use of chemical control agents.
3. The pest and the site of infestation ~~shall~~ **will** be carefully identified. Strategies for managing the pest will be influenced by the pest species and whether that species poses a threat to people, property or the environment.
4. When it is determined that a pesticide must be used, the least hazardous material will be chosen and applied in accordance with EPA registered label directions.
5. Pesticides ~~shall~~ **will** be stored in a secure site not accessible to students or unauthorized staff. Such storage and any disposal of the pesticide ~~shall~~ **will** be in accordance with EPA - registered label directions.
6. Staff, students and parents/guardians ~~shall~~ **will** receive information about the District's Integrated Pest Management policy and procedures and notification of any upcoming pesticide treatments. The notice of pending pesticide application must take place not later than twenty-four hours prior to such application by posting the notice ~~either on or through the School website of the school where such application will occur. or on the District website in the absence of a school website and the primary social media account of the school or District. Also to be posted on the District's website is how parents/guardians may register for prior notice of pesticide applications. Notice of upcoming pesticide treatments shall will~~ also be posted in areas designated by the Superintendent or his/her designee.
7. The following records shall be maintained at each school site:
  - a. Records of pesticide use at the site for a period of five years.
  - b. Pest surveillance data sheets that record the number of pests or other indicators of pest populations that verify the need for treatments.

## Business and Non-Instructional Operations

### Hazardous Materials in Schools

#### Pest Management/Pesticide Application (continued)

8. Persons applying pesticides ~~shall~~ **will** follow label precautions and ~~shall~~ **will** be trained in the principles and practices of Integrated Pest Management (IPM). ~~Sanitary measures shall will be enforced and buildings regularly cleaned and repaired in order to prevent infestations, minimize the use of pesticides, and eliminate routine spraying.~~
9. Sanitary measures ~~shall~~ **will** be enforced and buildings regularly cleaned and repaired in order to prevent infestations, minimize the use of pesticides and to eliminate routine spraying.
10. An emergency application of pesticides is defined as when an application of pesticides is necessary to eliminate an immediate threat to human health and where it is impractical to obtain the services of a certified pesticide applicator provided such emergency application does not involve a restricted use pesticide as defined in CGS 22a-47. Restricted use pesticides may be used only by certifies applicators or under their direct supervision. (*Note: Restricted use pesticides, classified by the Federal Environmental Protection Agency or the DEP are those which may present a hazard to the applicator or other people by reason of acute dermal or inhalation toxicity or which may have an unreasonable adverse effect on the environment.*)
11. At the beginning of each school year, the Board of Education ~~shall~~ **will** provide the staff of ~~each school~~ and the parents/guardians of each child enrolled in each school with written guidelines on how the integrated pest management plan is to be implemented and ~~shall~~ **will** provide the parents or guardians of each child enrolled in each school with a statement that ~~shall~~ **will** include a summary of the integrated pest management plan for the school. Such statements and descriptions ~~shall~~ **will** also be provided to the parents/guardians of any child who transfers to a **the** school during the school year.
- ~~12. The aforementioned required statement shall indicate to staff, parents and guardians that they may register for prior notice of school pesticide applications. Further, the emergency notification procedures to be used will be described.~~
- ~~13. Parents/guardians and staff may register for prior notice of pesticide applications. Each school shall maintain a registry of persons requesting such notice. Prior to the application of pesticides within any building or on school grounds, persons who have registered for prior notice shall be notified not less than twenty four hours prior to any pesticide application by posting the notice either on or through the school's website where the application will occur, or on the District's website if the school does not have one, and the primary social media account of the school or District. The District's website must indicate how parents may register for prior notice of pesticide applications by any means practicable on or before the day that any application of pesticide is to take place at a school.~~

## Business and Non-Instructional Operations

### Hazardous Materials in Schools

#### Pest Management/Pesticide Application (continued)

14. ~~The aforementioned notice shall include the (1) name of the active ingredient of the pesticide to be applied, (2) the target pest; (3) location of the application on school property, (4) date of application, (5) the name of the school administrator or his/her designee who may be contacted for further information.~~
15. No application of pesticide may be made in any building or on school grounds during regular school hours or during planned activities at the school except an emergency application, subject to applicable Connecticut statutory and regulatory provisions.
16. If an emergency application is necessary to eliminate an immediate threat to human health, such application ~~shall~~ **will** not involve a restricted use pesticide and no child may enter the area of such application until it is safe to do so according to the provisions on the pesticide label.
17. In cases of an emergency application, prior notice is not necessary. ~~except that on or before the day the application is to take place, prior notice is given to those persons who have previously requested such notice.~~
18. The application of lawn care pesticides on the grounds of schools with students in grade eight or lower must be according to an integrated pest management plan (IPM). Such application is prohibited except in emergencies. An emergency application may be made to eliminate a human health threat in any school with students through grade eight as determined by the Superintendent of Schools.
19. ~~Annually, not later than March 15, the District is required to send through its electronic mail notification or alert system a listing of notices for application of pesticides made during March 15<sup>th</sup> through December 31<sup>st</sup> from the preceding calendar year and those made from January 1<sup>st</sup>. This electronic mail notification is also to be printed in any applicable parent handbooks or manuals.~~

Regulation approved:

7/09

7/15

## **Business/Non-Instructional Operations**

### **Food Service**

#### **School Lunch Service**

#### **Professional Standards for Food Service Personnel**

The Board of Education (Board) recognizes that students require adequate, nourishing food and beverages in order to grow, learn and maintain good health. Therefore the Board provides a food service program for ~~(+)~~ school breakfasts and ~~;(+)~~  school lunches that meet the dietary specifications in accordance with the Healthy Hunger-Free Kids Act of 2010 and applicable state laws and regulations.

This service ~~will shall~~ be under the supervision of the ~~Cafeteria Manager~~ ~~Food Services Director~~ who shall be responsible to the ~~Principal. (-) Superintendent (-) Business Manager/Director of Finance (-) Assistant Superintendent. The Food Services Director shall be hired under specific job specifications and approved by the Board.~~

The Board ~~will shall~~ comply with the minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs which are contained in the regulations to the Healthy, Hunger-Free Kids Act of 2010 (HHFKA), Public Law 111-296. These regulations, effective July 1, 2015, as amended, effective April 30, 2019, establish hiring standards for the selection of State and local school nutrition program directors, and requires all personnel in the school nutrition programs to complete annual continuing education/training.

The Board believes that the fulfillment of these professional standards for food service personnel will result in consistent, national professional standards that strengthen the ability of school nutrition professionals and staff to perform their duties effectively and efficiently. Requiring proper qualifications ~~to serve in the District's Child Nutrition Programs is expected to~~ improves the quality of school meals, reduces errors, and enhances Program integrity.

The ~~Principal Superintendent will adopt is directed to develop~~ administrative regulations which detail the required hiring standards and continuing education training for all District food service personnel.

(cf. 3542.31 – Participation in the Nutritional School Lunch Program)

(cf. 3542.33 – Food Sales Other Than National School Lunch Program)

(cf. 3542.34 – Nutrition Program)

(cf. 3542.43 – Charging Policy)

(cf. 6142.101 – Student Nutrition and Physical Wellness, School Wellness)

Legal Reference: Connecticut General Statutes

10-215 Lunches, breakfasts and other feeding programs for public school children and employees.

10-215a Nonpublic school and nonprofit agency participation in feeding programs.

## **Business/Non-Instructional Operations**

### **Food Service**

#### **School Lunch Service**

Legal Reference: Connecticut General Statutes (continued)  
10-215b Duties of State Board of Education re feeding programs.  
10-216 Payment of expenses.  
10-217 State Board of Education Regulations.  
10-215b-1 School lunch and nutrition programs.  
10-215b-11 Requirement for meals.  
10-215b-12 Reimbursement payments. (including free and reduced price meals)  
Child Nutrition and WIC Reauthorization Act of 2004, 42 U.S.C. Section 1751.  
School Lunch and Breakfast Programs 42 U.S.C. Section 1751 et seq.  
National Food Service Programs, Title 7 Code of Federal Regulations, 7 CFR Part 210, Part 220, Part 215, Part 245.  
42 U.S.C. Sec. 1758(h)/7 CFR Sect 210.13, 220.7 (School Food Safety Inspections).  
Federal Register (74 Fed. Reg. 66213) amending federal regulations (7CFR Part 210 and 220).  
Federal Register (80 Fed No 40) Professional Standards for State and Local Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010, as amended effective 4/30/19.  
P.L. 111-296 Healthy, Hunger-Free Kids Act of 2010 (HHFKA), 42 U.S.C. 1751.  
7 CFR Parts 210 & 220 – Nutrition Standards in the National School Lunch & School Breakfast Programs.  
Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance, 7 C.F.R. Part 15b (2001).

Policy adopted:

cps 1/16  
rev 3/19

*Sample regulation to consider.*

## **Business/Non-Instructional Operations**

### **Food Service**

#### **School Lunch Service**

#### **Professional Standards for Food Service Personnel**

The Healthy, Hunger-Free Kids Act of 2010 (HHFKA), Public Law 111-296 requires significant changes in the Child Nutrition Programs to prevent and reduce childhood obesity, give eligible children access to nutrition benefits, and enhance the ability of nutrition professionals to operate the National School Lunch Program (NSLP) and School Breakfast Program (SBP) efficiently. Section 306 of the HHFKA amended section 7 of the Child Nutrition Act of 1966 (CNA) (42 U.S.C. 1776) by adding “Professional Standards for School Food Service.” This provision is intended to ensure that school nutrition professionals that manage and operate the NSLP and SBP have adequate knowledge and training to meet Program requirements. Requiring proper qualifications to serve in the Child Nutrition Programs ~~will is expected to~~ improve the quality of school meals, reduce errors, and enhance Program integrity.

#### **Definitions:**

*School food authority (SFA)* is the local governing body that has the legal authority to operate the school meal programs.

~~*School nutrition program directors* are those individuals directly responsible for the management of the day-to-day operations of school food service. for all participating schools under the jurisdiction of the school food authority.~~

*School nutrition program managers* are those individuals directly responsible for the management of the day-to-day operations of school food service. ~~for a participating school(s).~~

*School nutrition program staffs* are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service. ~~for a participating school(s).~~

#### **School Nutrition Program Professional Standards**

School food authorities that operate the National School Lunch Program or the School Breakfast Program must establish and implement professional standards for the school nutrition program ~~directors, managers, and staff.~~

#### **Minimum Standards for All School Nutrition Program Directors**

~~Each school food authority must ensure that all newly hired school nutrition program directors meet minimum hiring standards and ensure that all new and existing directors have completed the minimum annual training/education requirements for school nutrition program directors, as set forth below:~~

## Business/Non-Instructional Operations

### Food Service

### School Lunch Service

### Professional Standards for Food Service Personnel

#### ~~Minimum Standards for All School Nutrition Program Directors (continued)~~

~~*Hiring standards:* All school nutrition program directors hired on or after July 1, 2015, must meet the following minimum educational requirements, as applicable:~~

~~1. — *School nutrition program directors with local educational agency enrollment of 2,499 students or fewer. Directors must meet the following requirements:*~~

~~a. — A Bachelor's degree, or equivalent educational experience, with an academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field; **or**~~

~~b. — A Bachelor's degree or equivalent educational experience with any academic major or area of concentration, *and* either a State recognized certificate for school nutrition directors or at least one year of relevant food service experience; **or**~~

~~c. — An Associate's degree, or equivalent educational experience, with an academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field *and* at least one year of relevant school nutrition program experience; **or**~~

~~d. — A high school diploma or equivalency (such as the general educational development diploma), *and* at least three years of relevant food service experience. [For a local educational agency with less than 500 students, the State agency has discretion to approve the hire of a director that meets the minimum educational requirement but has less than three years of school nutrition program experience.]~~

~~2. — *School nutrition program directors with local educational agency enrollment of 2,500 to 9,999 students. Directors must meet the following requirements:*~~

~~a. — A Bachelor's degree, or equivalent educational experience, with academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field; **or**~~

## Business/Non-Instructional Operations

### Food Service

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### Professional Standards for Food Service Personnel

#### ~~Minimum Standards for All School Nutrition Program Directors (continued)~~

- ~~b. — A Bachelor's degree or equivalent educational experience, with any academic major or area of concentration, and a State-recognized certificate for school nutrition directors; **or**~~
  - ~~e. — A Bachelor's degree in any academic major and at least two years of relevant experience in school nutrition programs; **or**~~
  - ~~d. — An Associate's degree, or equivalent educational experience, with an academic major or area of concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field and at least two years of relevant school nutrition program experience.~~
- ~~3. — *School nutrition program directors with local educational agency enrollment of 10,000 or more students. Directors must meet the following requirements:*~~
- ~~a. — A Bachelor's degree, or equivalent educational experience, with an academic major or area of concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field; **or**~~
  - ~~b. — A Bachelor's degree or equivalent educational experience, with any academic major or area of concentration, and a State-recognized certificate for school nutrition directors; **or**~~
  - ~~c. — A Bachelor's degree in any major and at least five years' experience in management of school nutrition programs.~~
  - ~~d. — School food authorities are strongly encouraged to seek out individuals who possess a master's degree or are willing to work toward a master's degree in the fields listed in this section. [At least one year of management experience, preferably in school nutrition, is strongly recommended. It is also strongly recommended that directors have at least three credit hours at the university level in food service management and at least three credit hours in nutritional sciences at the time of hire.]~~

## **Business/Non-Instructional Operations**

### **Food Service**

### **School Lunch Service**

### **Professional Standards for Food Service Personnel**

### **Minimum Standards for All School Nutrition Program Directors (continued)**

~~*Food safety training for school nutrition program directors for districts of all sizes: All school nutrition program directors must have completed at least eight hours of food safety training within five years prior to their starting date or completed eight hours of food safety training within 30 calendar days of their starting date. [At the discretion of the State agency, all school nutrition program directors, regardless of their starting date, may be required to complete eight hours of food safety training every five years.]*~~

### ~~**Continuing Education/Training Standards for All School Nutrition Program Directors**~~

~~Each school year, the school food authority must ensure that all school nutrition program directors, (including acting directors, at the discretion of the State agency) complete annual continuing education/training. Twelve hours of annual training are required for Program Directors. The annual training must cover administrative practices (including training in application, certification, verification, meal counting, and meal claiming procedures), as applicable, and any other specific topics identified by FNS, as needed, to address Program integrity or other critical issues. Continuing education/training required is in addition to the food safety training required in the first year of employment.~~

### **Continuing Education/Training Standards for All School Nutrition Program Managers**

Each school year, the school food authority must ensure that all school nutrition program managers have completed annual continuing education/training. Program managers must complete ten hours of annual training. The annual training must include, but is not limited to, the following topics, as applicable:

- Administrative practices (including training in application, certification, verification, meal counting, and meal claiming procedures);
- The identification of reimbursable meals at the point of service;
- Nutrition;
- Health and safety standards; and
- Any specific topics identified by FNS, as needed, to address Program integrity or other critical issues.

## **Business/Non-Instructional Operations**

### **Food Service**

### **School Lunch Service**

### **Professional Standards for Food Service Personnel** (continued)

### **Continuing Education/Training Standards for All Staff with Responsibility for School Nutrition Programs**

Each school year, the school food authority must ensure that all staff with responsibility for school nutrition programs that work an average of at least 20 hours per week, other than school nutrition program ~~directors and~~ managers, completes annual training in areas applicable to their job. Staff must complete six hours of annual training. Part-time staff working an average of less than 20 hours per week must complete four hours of annual training. The annual training must include, but is not limited to, the following topics, as applicable to their position and responsibilities:

- Free and reduced price eligibility;
- Application, certification, and verification procedures;
- The identification of reimbursable meals at the point of service;
- Nutrition;
- Health and safety standards; and
- Any specific topics identified by FNS, as needed, to address Program integrity or other critical issues.

The annual training requirements for ~~the~~ school nutrition program managers, ~~directors~~, and staff became effective July 1, 2015. Program managers, ~~directors~~, and staff hired on or after January 1 of each school year must complete half of their required annual training hours before the end of the school year. At the discretion of the State agency:

- Acting and temporary staff, substitutes, and volunteers must complete training in one or more of the topics listed in this section, as applicable, within 30 calendar days of their start date; and
- School nutrition program personnel may carry over excess annual training hours to an immediately previous or subsequent school year and demonstrate compliance with the training requirements over a period of two school years, provided that some training hours are completed each school year.

## **Business/Non-Instructional Operations**

### **Food Service**

#### **School Lunch Service**

#### **Professional Standards for Food Service Personnel** (continued)

#### **Use of Food Service Funds for Training Costs**

Costs associated with the required annual continuing education/training are allowed provided they are reasonable, allocable, and necessary in accordance with the cost principles set forth in 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87). However, food service funds must not be used to pay for the cost of college credits incurred by an individual to meet hiring requirements.

#### **School Food Authority Oversight**

Each school year, the school food authority director must document compliance with the training requirements for all staff with responsibility for school nutrition programs, including ~~directors,~~ managers, and staff. Documentation must be adequate to establish, to the State's satisfaction during administrative reviews, that employees are meeting the minimum professional standards. The school food authority must certify that:

- The school nutrition programs director meets the hiring standards and training requirements; and
- Each employee has completed the applicable training requirements no later than the end of each school year.

(cf. 3542.31 – Participation in the Nutritional School Lunch Program)

(cf. 3542.33 – Food Sales Other Than National School Lunch Program)

(cf. 3542.34 – Nutrition Program)

(cf. 3542.43 – Charging Policy)

(cf. 6142.101 – Student Nutrition and Physical Wellness, School Wellness)

Legal Reference: Connecticut General Statutes

10-215 Lunches, breakfasts and other feeding programs for public school children and employees.

10-215a Nonpublic school and nonprofit agency participation in feeding programs.

10-215b Duties of State Board of Education re feeding programs.

10-216 Payment of expenses.

10-217 State Board of Education Regulations.

10-215b-1 School lunch and nutrition programs.

**Business/Non-Instructional Operations**

**Food Service**

**School Lunch Service**

**Professional Standards for Food Service Personnel**

Legal Reference: Connecticut General Statutes (continued)

- 10-215b-11 Requirement for meals.
- 10-215b-12 Reimbursement payments. (including free and reduced price meals)
- Child Nutrition and WIC Reauthorization Act of 2004, 42 U.S.C. Section 1751.
- School Lunch and Breakfast Programs 42 U.S.C. Section 1751 et seq.
- National Food Service Programs, Title 7 Code of Federal Regulations, 7 CFR Part 210, Part 220, Part 215, Part 245.
- 42 U.S.C. Sec. 1758(h)/7 CFR Sect 210.13, 220.7 (School Food Safety Inspections).
- Federal Register (74 Fed. Reg. 66213) amending federal regulations (7CFR Part 210 and 220).
- Federal Register (80 Fed No 40) Professional Standards for State and Local Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010
- P.L. 111-296 Healthy, Hunger-Free Kids Act of 2010 (HHFKA), 42 U.S.C. 1751
- 7 CFR Parts 210 & 220 – Nutrition Standards in the National School Lunch & School Breakfast Programs.
- Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance, 7 C.F.R. Part 15b (2001)

Regulation approved:

cps 1/16  
rev 3/19

## Business/Non-Instructional Operations

### Food Service

#### Charging Policy

In accordance with federal law and USDA guidelines ~~Sharon Center School~~ ~~the~~ ~~insert district name~~ adopts the following policy to ensure ~~School District~~ employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day, prevent the overt identification of students with insufficient funds to pay for school meals, and maintain the financial integrity of the ~~School's District's~~ nonprofit school nutrition program.

#### Payment of Meals

Select one of the following choices:

~~Option 1:~~ All meal purchases are to be prepaid before meal service begins. ~~[Insert description of how families may add money to student accounts (e.g., electronic payment options, pay at the school office, etc.) Students who do not have sufficient funds shall not be allowed to charge meals or a la carte items until additional money is deposited in the student account]~~

~~Option 2:~~ All meal purchases are to be prepaid before meal service begins. ~~[Insert description of how families may add money to student accounts (e.g., electronic payment options, pay at the school office, etc.) Students who do not have sufficient funds shall not be allowed to charge meals or a la carte items until additional money is deposited in the student account]~~

~~Option 3:~~ ~~[Insert a district-specific process for payment of meals]~~

~~Students who qualify for free meals shall~~ will never be denied a ~~reimbursable~~ meal, even if they have accrued a negative balance from previous purchases. Students with outstanding meal charge debt ~~shall~~ will not be allowed to purchase ala carte food items, with the exception of milk. ~~a meal if the student pays for the meal when it is received. (The school district may provide an alternate meal that meets federal and state requirements to students who have charged the maximum allowance to the student account and cannot pay out of pocket for a meal.)~~

#### Negative Account Balances

~~The District Sharon Center School~~ will make reasonable efforts to notify families when meal account balances are low. Additionally, the ~~District School~~ will make reasonable efforts to collect annual unpaid meal charges classified as delinquent debt. The school ~~district~~ will coordinate communications with families to resolve the matter of unpaid charges. Families will be notified of an outstanding negative balance on a monthly basis. ~~once the negative balance reassess \$ [insert dollar amount] or [insert number of meals]. Families will be notified by [insert the method used to notify families (e.g., automated calling system, letters sent home]. Negative balances of more than \$ [insert dollar amount], not paid prior to [enter time period (e.g., end of the month, end of the semester, end of the school year)] will be turned over to the Superintendent or his/her designee for collection. Options may include: collection agencies, small claims court, or any other legal method permitted by law.~~

## Business/Non-Instructional Operations

### Food Service

#### Charging Policy (continued)

#### Communication of the Policy

The policy and supporting information regarding meal charges shall be provided in writing to:

- All households at or before the start of each school year;
- Students and families who transfer into the ~~School District~~, at time of transfer; and
- All staff responsible for enforcing any aspect of the policy.

The ~~School~~ will retain records of how and when the policy and supporting information was communicated to households and staff. ~~will be retained.~~

The ~~Principal Superintendent~~ may develop an administrative process to implement this policy.

~~**NOTE: This sample policy is drafted to be consistent for all grade levels. However, local boards may vary the meal charge policy for elementary, middle, and high schools. Districts should update the policy accordingly if they wish to delineate meal charge practices based on the grade level of student.**~~

~~**NOTE: If the District elects to provide alternate meals for students, the alternate meal must contain components available to all students and be provided in the same manner as meals are provided to other students. Additionally, the District is expected to accommodate special dietary needs when a child's disability restricts their diet.**~~

(cf. 3542 – Food Services)

(cf. 3542.31 – Free or Reduced Price Lunch Program)

Legal Reference: Connecticut General Statutes

10-215 Lunches, breakfasts and other feeding programs for public school children and employees.

10-215a Nonpublic school and nonprofit agency participation in feeding programs.

10-215b Duties of State Board of Education re feeding programs.

State Board of Education Regulations

State of Connecticut, Bureau of Health/Nutrition, Family Services and Adult Education Operational Memorandum No. 4-17, “Guidance on Unpaid Meal Charges and Collection of Delinquent Meal Payments,” Nov. 2, 2016

**Business/Non-Instructional Operations**

**Food Service**

**Charging Policy** (continued)

Legal Reference: (continued)

Operational Memorandum #19-10, State of Connecticut, Bureau of Health/Nutrition, Family Services and Adult Education “Unallowable Charges to No-profit School Food Service Accounts and the Serving of Meals to No-paying Full and Reduced Price Students”

National School Lunch Program and School Breakfast Program; Competitive Foods. (7 CFR Parts 210 and 220, Federal Register, Vol 45 No. 20, Tuesday, January 29, 1980, pp 6758-6772

USDA Guidance:

- SP 46-2016, “Unpaid Meal Charges: Local Meal Charge Policies”
- SP 47-2016, “Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payment”
- SP 57-2016 “Unpaid Meal Charges: Guidance and Q and A”
- SP 58-2016 “2016 Edition: Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation’s Schools”

Policy adopted:

cps 6/17

An administrative regulation to consider/modify which complies with USDA regulations requirements.

## Business/Non-Instructional Operations

### Food Service

### Charging Policy

#### Purpose for Administrative Regulation

School boards must adopt a policy pertaining to student lunch accounts. ~~Every~~ Effort must be made to collect delinquent debt. ~~If the Any uncollectible debt is a student lunch account, it~~ cannot be an expense to the school food service account and must be covered by non-Federal funds. ~~A board of education can decide if it wants to develop separate procedures for primary aged children versus secondary aged children.~~

~~The following prohibitions must be adhered to when developing a student lunch/meal account procedure. Schools are not allowed to~~ Sharon Center School will not deny meals to any child. ~~for disciplinary reasons. Schools cannot deny a meal to a reduced or paid child, if the child has money in hand for the day's meal, and schools cannot deny a meal to a student eligible for free meals even if money is owed.~~ Whatever procedure the school or food service establishes, the school must assure that the procedure does not discriminate against ~~any student. or single out any group of students.~~

#### Procedures for Student Lunch/Meal Accounts

The National School Lunch Program (NSLP) requires school food authorities to establish written administrative guidelines and procedures for meal charges.

The ~~District School~~ will adhere to the following meal charge procedures:

1. All cafeteria purchases are ~~encouraged~~ to be prepaid before meal service begins by accessing the Parent Portal for food service on the School website or by sending a check or cash to the school office. ~~describe how households can prepay student accounts. If electronic payment options exist, provide a non-electronic payment option for those who don't have access to computers].~~
2. ~~A student may charge up to \$ \_\_\_\_\_ as long as they establish and maintain a good credit history of making payments on their food service accounts.~~
3. ~~A staff member may charge up to \$ \_\_\_\_\_ as long as they establish and maintain a good credit history of making payments on their food service accounts.~~
4. ~~A student who has charged a meal may not charge or purchase "a la Carte" item(s), including extra main entrees or make purchases in [enter any other purchasing areas such as a snack bar, school store, a la carte kiosk, etc.]~~
5. 2. If a student repeatedly comes to school with no lunch and no money, food service employees must report this to the building principal as this may be a sign of abuse or neglect and the proper authorities should be contacted.

**Business/Non-Instructional Operations**

**Food Service**

**Charging Policy**

**Procedures for Student Lunch/Meal Accounts (continued)**

- ~~6. Schools may deny a meal to a student who pays reduced or full price and who does not provide the required payment for that meal. However, if the student who pays reduced or full price has enough money in hand for a meal that day, they will not be denied a meal.~~  
~~OR~~  
~~\_\_\_\_\_ Schools will provide an alternative meal of [enter the meal provided] to a student who pays reduced or full price and who does not provide the required payment for that meal.~~
7. 3. The food service manager or other School personnel will coordinate communications with the parent(s)/guardian(s) to resolve the matter of unpaid charges.
- ~~8. If food services staff suspects that a student may be abusing this policy, written notice will be provided to the parent(s)/guardian(s) that if he/she continues to abuse this policy, the privilege of charging meals will be refused.~~  
~~OR~~  
~~\_\_\_\_\_ If food services staff suspects that a student may be abusing this policy, written notice will be provided to the parent(s)/guardian(s) that if he/she continues to abuse this policy, the privileges of an alternative meal will be refused.~~
- ~~9. The automated call system will notify parents every [enter time period] of any outstanding negative balance in the student's lunch/meal account. The food service manager will also will also send home letters each week to parents of students who carry negative balances of \$ \_\_\_\_\_ and above.~~
- ~~10. All accounts must be settled at the [enter time period]. Letters will be sent home approximately \_\_\_\_\_ days before the [enter time period] to students who have any negative balances. Negative balances of more than \$ \_\_\_\_\_ not paid in full in \_\_\_\_\_ days prior to the [enter time period] will force the District to take action to collect unpaid funds by means of collection agencies, small claims court, or any other legal method deemed necessary by the District.~~
11. 4. Students who graduate or withdraw from the School District and have \$ \_\_\_\_\_ or more funds left in their lunch/meal food service cafeteria account will be notified by mail by food services at the [enter time period] School personnel and given the option to transfer the funds to another student or to receive a refund. If no response is received, within \_\_\_\_\_ days the student's lunch/meal account will close and the funds will no longer be available. Unclaimed remaining balances will remain in the cafeteria account. \_\_\_\_\_ fund.

Regulation approved:

cps 6/17

# First Reading

**P3560**

*Existing policy, number 3560 adopted 3/13/17, appropriate as written.*

## **Business/Non-Instructional Operations**

### **Capital Outlay**

Except for emergencies or reasons of economy, the purchase of major pieces of equipment ~~will shall~~ be scheduled so that annual budgetary appropriations for capital outlay will be of similar size or will show a continuous trend without severe fluctuations.

A long-range and short-range plan for capital outlay ~~will shall~~ be developed by the ~~Principal Superintendent~~ or designee in order to prevent severe fluctuations in the annual capital outlay fund, and to provide an orderly process for acquisition of needed equipment and facilities within budgetary constraints. ~~Development of the capital outlay will be carried out in coordination with the Town's Capital Improvement Projects (CIP).~~

Policy adopted:

SHARON PUBLIC SCHOOLS  
Sharon, Connecticut

## 5000 SERIES - STUDENTS

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### **Title IX**

**P5145.44**

The Sharon Board of Education (Board) policy is to maintain a learning and working environment free from any form of sex discrimination or sexual harassment. The Board agrees to comply with Title IX of the Education Amendments of 1972 and the Regulations as amended in the Final Rule promulgated pursuant thereto.

The Board, as required, will respond whenever any employee or student has notice of sexual harassment, including allegations of sexual harassment. Title IX applies to persons in this School because its education programs or activities receive Federal financial assistance. This policy applies to all of the School's programs or activities, whether such programs or activities occur on or off campus.

The School's response shall be triggered by notice to a Title IX Coordinator, or to an official with authority to institute corrective measures on the recipient's behalf, which charges a school with actual knowledge.

### **Definitions**

**Sex discrimination** for purposes of this Title IX policy occurs when an individual, because of his or her sex, is denied participation in or the benefits of any program or activity receiving federal financial assistance. It includes when the School, as an employer, refuses to hire, disciplines or discharges any individual, or otherwise discriminates against an individual with respect to such individual's compensation, terms, conditions or privileges of employment on the basis of the individual's sex.

**Sexual harassment** for purposes of this Title IX policy includes any of the three types of misconduct on the basis of sex, all of which jeopardize the equal access to education that Title IX is designed to protect:

1. Any instance of *quid pro quo* harassment by a school's employee;
2. Any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person's equal access to the District's educational programs or activities; or
3. Any instance of sexual assault (as defined in 20 U.S.C.1092 (f)(6)(A)(v)), dating violence (as defined in 34U.S.C. 12291(a)(10)), domestic violence (as defined in 34U.S.C.12291(a)(8)), or stalking, (as defined in 34 U.S.C. 12291(a)(30).

(This definition does not make sexual harassment dependent on the method by which the harassment is carried out.)

**Program or activity** includes those locations, events, or circumstances over which the School exercises substantial control over both the alleged harasser (respondent) and the context in which the sexual harassment occurred.

## First Reading

**Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to the School's Title IX Coordinator or to any employee of the school district.

**Title IX Coordinator** is the individual designated and authorized by the Board to coordinate the School's Title IX compliance efforts.

**Deliberately indifferent** means a response to a Title IX sexual harassment report that is not clearly unreasonable in light of the known circumstances.

**Complainant** is the individual who is alleged to be the victim of conduct that could constitute sexual harassment.

**Respondent** is the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

**Formal complaint** is the document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the School investigate the allegation of sexual harassment.

**Document filed by a complainant** is a document or electronic submission that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.

**Supportive measures** are individualized services reasonably available that are non-punitive, non-disciplinary and not unreasonably burdensome to the other party while designed to ensure equal educational access, protect safety, or deter sexual harassment. These measures are without charge to a complainant or a respondent and may be offered before or after the filing of a formal complaint or when no complaint has been filed.

### **Notifications**

The School will notify all students, employees, applicants for admission and employment, parents or legal guardians of students, and all unions/bargaining units of the Title IX Coordinator's contact information. Such information will include the name or title, office address, e-mail address, and telephone number of the Title IX Coordinator. The required contact information will also be prominently displayed on school website.

### **Reporting Procedures/Formal Complaint**

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 would constitute sex discrimination or sexual harassment. Such report may be made in person, by mail, by telephone, or by e-mail, using the 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 report may be made at any time, including during non-business hours, by using the Title IX Coordinator's listed telephone number, e-mail address or by mail to the office address.

Any third party as well as the complainant may report sexual harassment. This includes parents and guardians of students.

## First Reading

At the time of filing a formal complaint, the complainant must be participating in or attempting to participate in the education program or activity of the School with which the formal complaint is filed.

### **District/School's Mandatory Response Obligations**

The School recognizes its mandatory obligations to respond promptly to Title IX sexual harassment in a manner that is not deliberately indifferent, as defined. The following mandatory response obligations will be fulfilled:

1. Supportive measures will be offered to the person alleged to be the victim ("complainant"). A respondent will not be disciplined without the School first following the Title IX grievance process, which includes investigating formal complaints of sexual harassment.
2. The Title IX Coordinator will discuss promptly with the complainant the availability of supportive measures, consider the complainant's wishes with respect to such measures, inform the complainant of the availability of such measures with or without filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
3. The School will follow a grievance procedure that complies with the Title IX Final Rule before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent.
4. The rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment and Fourteenth Amendment will not be restricted when complying with Title IX.
5. Sexual harassment allegations in any formal complaint will be investigated. The formal complaint can be filed by a complainant or signed by the Title IX Coordinator.
6. The complainant's wishes regarding whether the School investigates shall be respected unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances.
7. Compliance efforts, where applicable, will be coordinated with special education staff members.

If the allegations in a formal complaint do not meet the definition of sexual harassment contained within this policy, or did not occur in the School's educational; program or activity against a person in the United States, the School will, as required, dismiss such allegations for purposes of Title IX but may still address the allegations in any manner deemed appropriate by the School.

### **Notice of Allegation to the Parties**

The School will provide notice to the parties upon receipt of a formal complaint and on an ongoing basis if the School decides to include additional allegations during the course of the investigation.

The notice will inform the parties of the allegations that potentially constitute sexual harassment as defined in this policy and include the identities of the parties involved in the incident, sufficient details about the allegations, including the identities of the parties if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

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The written notice will also include notice of the applicable grievance process, and advise the parties that they may have an advisor of their choice and that the parties may inspect and review evidence obtained in the investigation.

The notice will also inform the parties of any provisions in the School's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

### **Grievance Process**

The School, as required, will utilize a consistent, transparent grievance process for resolving formal complaints of sexual discrimination and/or sexual harassment.

A presumption that the respondent is not responsible for the alleged conduct will be maintained until a determination is made regarding responsibility at the conclusion of the grievance process.

Allegations contained in any formal complaint will be investigated. Written notice will be sent to both the complainant(s) and respondent(s) of the allegations upon receipt of the formal complaint.

During the grievance process and when investigating:

1. The burden of gathering evidence and burden of proof remains with the School.
2. The parties will be provided equal opportunity to present fact and expert witnesses and evidence.
3. The ability of the parties to discuss the allegations or gather evidence will not be restricted.
4. The parties will have the same opportunity to select an advisor of their choice, who may be, but need not be, an attorney.
5. The School will send written notice of any investigative interviews or meetings.
6. The School will send the parties, and their advisors, evidence directly related to the allegations, electronically or hard copy, with at least 10 days for the parties to inspect, review and respond to the evidence.
7. The School will send the parties, and their advisors, an investigative report, electronically or hard copy, that summarizes relevant information with at least 10 days for the parties to respond.
8. After the School has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker(s) will afford each party an opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

**Note:** The final Title IX regulations specify that the decision-maker(s) in the investigation and adjudications of formal complaints cannot be the same person as the Title IX Coordinator or investigator(s).

The School will dismiss allegations of sexual harassment that do not meet the definition contained in this policy or if such conduct did not occur in a School educational program or activity against a person in the United States. Such dismissal is for Title IX purposes.

The School, in its discretion, may dismiss a formal complaint or allegations therein if the Title IX Coordinator is informed in writing by the complainant their decision to withdraw the formal

## First Reading

complaint or allegations therein, if the respondent is no longer enrolled or employed by the School, or if specific circumstances prevent the School from gathering sufficient evidence to reach a determination.

The School will give the parties written notice of a dismissal, mandatory or discretionary, and the reasons for such dismissal.

The School, in its discretion, may consolidate formal complaints where the allegations arise out of the same facts.

The privacy of an individual's medical, psychological, and similar treatment records will be protected. Such records will not be accessed by the School unless the party's voluntary, written consent is obtained. [The School cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or para professional acting in their recognized capacity or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so.]

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior, per the Title IX Final Rule, are considered irrelevant, 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 offered to prove consent.

### **Standard of Evidence and Written Determination**

The School's Grievance Process, as required by the Title IX Final Rule, will state whether the standard of evidence to determine responsibility is the preponderance of evidence standard or the clear and convincing evidence standard. The School will provide the same standard of evidence to all formal complaints of sexual harassment whether the respondent is a student or an employee, including a faculty member.

The Board has chosen to use as the District's standard of evidence the

- preponderance of evidence standard. (*previous existing standard*)
- clear and convincing evidence standard. (*a higher bar*)

The decision maker, who cannot be the Title IX Coordinator or the investigator, will issue a written determination regarding responsibility with findings of fact, conclusions about whether the alleged conduct occurred, rationale for the result as to each allegation, any disciplinary sanctions imposed on the respondent, and whether remedies will be provided to the complainant.

Such written determination will be sent simultaneously to the parties and include information about how to file an appeal.

### **Appeals**

The School will offer both parties an appeal from a determination regarding responsibility and from the School's dismissal of a formal complaint or any allegations therein, based on the following:

## First Reading

1. Procedural irregularity that affected the outcome of the matter;
2. Newly discovered evidence that could affect the outcome of the matter; and/or
3. Title IX personnel (Title IX Coordinator, investigator(s), or decision maker(s)) that had a conflict of interest or bias, that affected the outcome of the matter.
4. Additional reasons identified by the School and offered equally to both parties.

The School will provide both parties a reasonable opportunity to submit a written statement in support of, or challenging the outcome. The appeal decision-maker will issue simultaneously to the parties, a written decision describing the appeal result and the rationale for the result. *(The appeal decision-maker may not be the same person as the decision-maker(s) that reached the determination of responsibility or dismissal, the investigator(s) or the Title IX Coordinator.)*

### **Informal Resolution Process**

The School may exercise the option to offer and to facilitate an informal resolution option, such as, but not limited to, mediation or restorative justice, provided both parties give voluntary, informed, written consent to attempt informal resolution.

The Board will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, the waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment. The School will not require the parties to participate in an informal resolution process and will not offer such process unless a formal complaint is filed.

At any time prior to agreeing to a resolution, the Board recognizes the right of any party to withdraw from the informal resolution process and to resume the grievance/investigative process with respect to the formal complaint.

The Board specifically prohibits the offering or facilitating of an informal resolution process to resolve any allegation that an employee sexually harassed a student.

### **Record Keeping**

The School will maintain for a period of seven years the records of each sexual harassment investigation, any disciplinary sanctions imposed on the respondent or remedies provided to the complainant; any appeal and the results of the appeal; informal resolution, if any, and the results of informal resolution; and the materials used to train coordinators, investigators, decision-makers and facilitators of informal resolution.

The School will also create and maintain for a period of seven years records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the basis for the complaint and the conclusion reached will be documented, as well as the measures taken to restore or preserve access to the School's educational program or activity. Reasons must be cited when supportive measures are not provided to a complainant.

### **Retaliation**

## First Reading

The School will maintain confidentiality regarding the identity of complainants, respondents, and witnesses, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), as required by law, or as necessary to carry out a Title IX proceeding.

The School expressly prohibits retaliation against any individual for exercising Title IX rights

Neither the school or any person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in a Title IX investigation or proceeding.

Complaints alleging retaliation may be filed according to the grievance procedures pertaining to sex discrimination.

The Board recognizes that the following does not constitute retaliation:

1. The exercise of rights protected under the First Amendment of the U.S. Constitution.
2. The charging of an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a bad faith materially false statement.

The 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 sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

### **Training**

The Board will provide and/or make available training for any person designated as a Title IX coordinator, investigator, and decision maker and any person designated to facilitate an informal resolution process. Such training shall include:

- The definition of sexual harassment under the new Final Rule;
- The scope of the School's education programs and activities;
- The manner in which to conduct an investigation and grievance process, including appeals, hearings and informal resolution process, as applicable;
- How to serve impartially, including the avoidance of prejudgment of the facts at issue, conflicts of interest, and bias;
- The promotion of impartial investigations and adjudications of sexual harassment;
- A presumption that the respondent is not responsible for the alleged conduct until a determination is made regarding responsibility at the conclusion of the grievance process;
- Description of the range or list of the possible remedies the School may provide a complainant and disciplinary sanctions that can be imposed on a respondent, following determinations of responsibility;

## First Reading

- The utilization of the preponderance of evidence standard or the clear and convincing evidence standard;
- Issues of relevance of questions and evidence; and
- The creation of the investigative report to fairly summarize relevant evidence.

The School shall, as required, retain its training materials for a period of seven years and to make such materials available on its website.

### **Nondiscrimination Notice**

The Board of Education, in compliance with federal and state law, affirms its policy of equal educational opportunity for all students and equal employment opportunity for all persons. The Board will not discriminate on the basis of sex in the education programs or activities it operates. This policy of nondiscrimination in the education program or activity also extends to employment and admission.

Notice of the Board's nondiscrimination policy and grievance procedure, including how to file or report sexual harassment and how the School will respond will be provided to applicants for admission and employment; students; parents or legal guardians; and unions or professional organizations holding agreements with the School.

This notice of nondiscrimination will be posted on the school website and placed in any handbooks provided to the above cited groups.

### Legal References:

United States Constitution, Article XIV

Civil Rights Act of 1964, Title VII, 42 U.S.C. S2000e2(a).

Equal Employment Opportunity Commission Policy Guidance (N915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.

Title IX of the Education Amendments of 1972, 20 USCS §1681, et seq.

Title IX of the Education Amendments of 1972, 34 CFR §106, et seq.

Title IX Final Rule, 34 CFR §106.45, et seq., May 6, 2020

34 CFR Section 106.8(b), OCR Guidelines for Title IX

Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a0 62 Fed

## First Reading

Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)

The Clery Act, 20 U.S.C. §1092(f)

The Violence Against Women Act, 34 U.S.C. §12291(a)

*Mentor Savings Bank, FSB v. Vinson* 477 US.57 (1986)

*Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June 26,1998)

United States Constitution, Article XIV

Civil Rights Act of 1964, Title VII, 42 U.S.C. S2000e2(a).

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Title IX of the Education Amendments of 1972, 20 USCS §1681, *et seq.*

Title IX of the Education Amendments of 1972, 34 CFR §106, *et seq.*

Title IX Final Rule, 34 CFR §106.45, *et seq.*, May 6, 2020

34 CFR Section 106.8(b), OCR Guidelines for Title IX

Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a0 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)

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*Mentor Savings Bank, FSB v. Vinson* 477 US.57 (1986)

*Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June 26,1998)

# First Reading

## **Title IX Regulation**

**R5145.44R**

### **Filing of a Formal Complaint**

The Sharon Board of Education (Board) encourages all victims of sexual discrimination based on the Title IX policy, whether students or employees, to promptly report such claims. Timely reporting of complaints facilitates the investigation and resolution of such complaints. 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 would constitute sex discrimination or sexual harassment.

Such report may be made in person, by mail, by telephone, or by e-mail, using the 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 report may be made at any time, including during non-business hours, by using the Title IX Coordinator's listed telephone number, e-mail address or by mail to the office address. Any third party as well as the complainant may report sexual harassment. This includes parents and guardians of students.

Any employee who believes that he/she has been sexually harassed or otherwise discriminated against on the basis of sex should submit a complaint to the Title IX Coordinator. If the Title IX Coordinator is the subject of the complaint, the written complaint should be submitted to the Superintendent of Schools.

A student who believes that he/she has been subjected to sex discrimination or sexual harassment, should make a written complaint to The Title IX Coordinator, or to the building principal, or his/her designee. A student may also notify any employee of any school in the District who shall bring the allegation to the attention of the Title IX Coordinator.

The complaint should state the:

1. Name of the complainant,
2. Date of the complaint,
3. Date(s) of the alleged harassment/discrimination,
4. Name(s) of the harasser(s) or discriminator(s),
5. Location/manner where such harassment/discrimination occurred,
6. Names of any witness(es) to the harassment/discrimination,
7. Detailed statement of the circumstances constituting the alleged harassment/ discrimination, and
8. Remedy requested.

## First Reading

At the time of filing a formal complaint, the complainant must be participating in or attempting to participate in the education program or activity of the School with which the formal complaint is filed.

This grievance/investigative procedure will be followed before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent.

Sexual harassment allegations in any formal complaint will be investigated. The formal complaint can be filed by a complainant or signed by the Title IX Coordinator.

The complainant's wishes regarding whether the School investigates will be respected unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances.

If the allegations contained in a formal complaint do not meet the definition of sexual harassment contained within the policy, or did not occur in the School's educational; program or activity against a person in the United States, the School will, as required, dismiss such allegations for purposes of Title IX but may still address the allegations in any manner deemed appropriate by the School.

The School will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who made a report or filed a formal complaint of sexual harassment, including any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness except as permitted by the Family Educational Rights and Privacy Act (FERPA) or required by law or to conduct any investigations or judicial proceeding under the final sexual harassment regulations.

Any student or employee making a complaint will be provided a copy of the Title IX policy and administrative regulation (#4000.1/#5145.44)

### **Definitions**

**Sex discrimination** for purposes of the Title IX policy occurs when an individual, because of his or her sex, is denied participation in or the benefits of any program or activity receiving federal financial assistance. It includes when the School, as an employer, refuses to hire, disciplines or discharges any individual, or otherwise discriminates against an individual with respect to such individual's compensation, terms, conditions or privileges of employment on the basis of the individual's sex.

**Sexual harassment** for purposes of this Title IX policy includes any of the three types of misconduct on the basis of sex, all of which jeopardize the equal access to education that Title IX is designed to protect:

1. Any instance of *quid pro quo* harassment by a school's employee;
2. Any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person's equal educational access; or
3. Any instance of sexual assault (as defined in the Clery Act), dating violence, domestic violence, or stalking (as defined in the Violence Against Women's Act).

## First Reading

**Program or activity** includes those locations, events, or circumstances over which the District exercises substantial control over both the respondent and the context in which the sexual harassment occurred.

**Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to the School's Title IX Coordinator or to any employee of the school district.

**Title IX Coordinator** is the individual designated by the Board to coordinate its efforts to comply with Title IX responsibilities.

**Complainant** is the individual who is alleged to be the victim of conduct that could constitute sexual harassment.

**Respondent** is the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

**Formal complaint** is the document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the School investigate the allegation of sexual harassment.

**Supportive measures** are individualized services reasonably available that are non-punitive, non-disciplinary and not unreasonably burdensome to the other party while designed to ensure equal educational access, protect safety, or deter sexual harassment. Supportive measures may include counseling, course-related adjustments, modifications of work or class schedules, campus escort services, increased security and monitoring of certain areas of campus, and mutual restrictions on contacts between the parties.

### **Grievance/Investigative Process**

The following investigative procedure will be utilized upon the receipt of a written formal complaint or when knowledge of a sexual harassment allegation is made available to an employee of the School. The School personnel involved in the implementation of this process will operate under the presumption that the respondent is not responsible (a presumption of innocence) so that the School bears the burden of proof and the standard of evidence is correctly applied.

#### **Step 1: Notification of the Involved Parties**

The Title IX Coordinator will notify the involved parties that a complaint exists, and also on an ongoing basis if the School decides to include additional allegations during the course of the investigation, and that an investigation will promptly begin.

The notice will contain information about the grievance/investigation process, including information about any informal resolution process, and sufficient details about the allegations at hand, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known, and include the identities of the parties involved in the incident, the complainant's and respondent's rights, the policy that the alleged behavior violates, and the contact information for the investigator.

## First Reading

The notice will contain a statement that the respondent is presumed not responsible for the alleged conduct and that responsibility will be determined at the conclusion of the grievance/investigation process.

The written notice will also advise the parties that they may have an advisor of their choice, who may be, but does not need to be, an attorney, and that they may inspect and review evidence obtained in the investigation, throughout the investigation.

The notice will also inform the parties of any provisions in the School's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The notice can also be used to schedule an intake meeting, either in person or electronically, to discuss basic information about the allegations and to determine the next steps of the investigation.

The School's response will include refraining from disciplining a respondent without following the Title IX grievance/investigative process, which includes investigating the formal complaint of sexual harassment.

The Title IX Coordinator will discuss promptly with the alleged victim (complainant) the availability of supportive measures and consider the complainant's wishes with respect to such measures. The complainant will be offered such measures with or without the filing of a formal complaint. The process for filing a formal complaint will be explained to the complainant.

A complaint may be dismissed if the complainant notifies the Title IX Coordinator at any time that he/she wishes to withdraw the complaint or allegation. The complaint will also be dismissed if the respondent's enrollment or employment in the School ends, or if specific circumstances prevent the School from gathering evidence sufficient to reach a determination about the complaint.

The School may choose to remove a respondent from its education program or activity on an emergency basis after the School has conducted a safety and risk analysis and determined that such emergency removal is necessary to protect a student or other individual from an immediate threat to physical health or safety.

The School may also, as applicable, place an employee-respondent on administrative leave during the pendency of the grievance/investigative process.

### **Step 2: Fact Gathering**

If the complainant decides to proceed with the investigative process, information is to be gathered related to the allegations. This process will include, but not be limited to, the collection of documents, audio and video recordings, social media posts, and cell phone records.

The complainant and the respondent are to be interviewed, asking them to explain their side of the occurrence(s) and their relationship with the other party. The names of potential witnesses and any other details that may be pertinent to the investigation will be sought.

A party's written consent will be required before using the party's medical, psychological, or similar treatment records during the grievance/investigative process. The School will not access, consider, disclose, or otherwise use a party's records that are maintained by a physician,

## First Reading

psychiatrist, psychologist, or other recognized professional or paraprofessional acting in such individual's capacity, unless the School obtains that party's voluntary written consent.

All questioning will exclude evidence about the complainant's sexual predisposition or prior sexual behavior unless such questions and evidence are offered to prove someone other than the respondent committed the conduct alleged by the complainant or if the questions or evidence are offered to prove consent.

The School recognizes that during the time frame needed to promptly conclude the grievance/investigative process there may be temporary delays based on good causes, including but not limited to, law enforcement involvement, absence of a party, witness or advisor, or translation or accommodation needs. Notice of such delays will be provided by the investigator explaining any reasons for the delay.

### **Step 3: Review and Analysis of Information**

The trained Title IX investigator, after collecting as much relevant information as possible, will evaluate such evidence without prejudgment of the facts at issue and free from conflicts of interest or bias for or against either party.

The investigator will provide both the complainant and the respondent at least ten days to review the collected and provided information before any determination is reached regarding responsibility. Such review period is to allow for any additional information from either party or the opportunity to address a discrepancy. The decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The investigator will then review, weigh, analyze, and compare the information to see if there is sufficient information to determine whether a violation occurred.

### **Step 4: Determine a Violation (Determinations of Responsibility)**

A separate decision-maker will determine if a violation has occurred. (The decision –maker is not the same person as the investigator or the Title IX Coordinator.) The School will apply its chosen standard of evidence to determine responsibility. The School will provide the same standard of evidence to all formal complaints of sexual harassment whether the respondent is a student or an employee, including a faculty member.

The Board has chosen to use as the District's standard of evidence the

preponderance of evidence standard. (*previous existing standard*)

clear and convincing evidence standard. (*a higher bar*)

The *preponderance of evidence standard* of proof means that the information gathered concludes that the allegations are 'more likely than not' to be true, or more than 50 percent likely. This standard requires more convincing proof than 'probable cause' and less than "beyond a reasonable doubt.

## First Reading

The *clear and convincing evidence standard* of proof means that the evidence points to the allegations being “substantially more probable to be true” than not, or well over 50 percent likely.

### **Step 5: Written Report and Notification of Outcome to the Parties**

After a determination has been made, the final investigative report will be prepared. The report will contain the initial allegations, the policy violated, the parties involved, the evidence gathered, a summary of the interviews and any other relevant information, an explanation of how and why the decision-maker reached the conclusions. The written determination will also include a statement of and rationale for result as to each allegation including a determination of responsibility, any disciplinary sanctions, and whether remedies to restore or preserve equal access to the educational program or activity will be provided.

A copy of the final report will be sent to each party at least ten days before it is finalized in order to give the respective parties the opportunity to respond.

After the outcome is finalized, a written determination of the outcome will be sent to both parties. This notice shall include information about the outcome, reasons supporting the determination and, depending on the conclusion, the next steps in the Title IX process.

The School will implement remedies for a complainant if a respondent is found responsible for sexual harassment. Such remedies should be reasonably calculated to end the discrimination, and appropriate corrective action and/or disciplinary action aimed at preventing the recurrence of the harassment or discrimination, as deemed appropriate by the Superintendent or designee.

Remedies offered may include the same actions described as supportive measures, but remedies need not avoid punishing or burdening the respondent.

### **Step 6: Appeal Process**

After notification to the complainant and respondent of the outcome, either or both parties may appeal the decision in writing, within ten days, to the Superintendent or designee to request an administrative review. An appeal can be filed on the basis of procedural irregularity that affected the outcome, newly discovered evidence that was not reasonably available at the time of determination and could affect the outcome, and/or conflict of interest or bias of the Title IX personnel (Title IX Coordinator, investigator, or decision maker) that affected or could affect the outcome of the matter. The School reserves its right to offer additional bases for an appeal which will be offered equally to both parties.

Such written appeal will be filed within thirty calendar days to the Superintendent of Schools, who will review the decision maker’s written report, the information collected by the Title IX Coordinator and the investigator(s). The Superintendent will determine if further action and/or investigation is warranted. The Superintendent will respond to the party(s) requesting the appeal within fifteen school days following the receipt of the written appeal request.

**Note:** The decision maker for an appeal may not be the Title IX Coordinator, investigator, or initial decision maker. The appeal decision maker must have also received the training previously described.

## First Reading

### **Step 7: Informal Resolution Process**

The School will offer and facilitate an informal resolution option, such as, but not limited to, mediation or restorative justice, provided both parties, complainant and respondent, give voluntary, informed, written consent to attempt an informal resolution to the complaint.

The Board does not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, the waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment. The School does not require the parties to participate in an informal resolution process and will not offer such process unless a formal complaint is filed.

At any time prior to agreeing to a resolution, the Board recognizes the right of any party to withdraw from the informal resolution process and to resume the grievance/investigative process with respect to the formal complaint.

The Board will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

### **Other Provisions**

If a sex discrimination complaint raises a concern about bullying behavior, the Title IX Coordinator will notify the Safe School Climate Specialist or designee who shall coordinate any bullying investigation with the Title IX Coordinator in order to ensure that any such bullying investigation complies with the requirements of applicable Board policies.

Retaliation against any individual who complains pursuant to the Board's policy is strictly forbidden. The School will take the necessary actions to prevent retaliation as a result of filing a complaint or the involvement of any individual in the grievance/investigative process.

The School will create and maintain for a period of seven years records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment as detailed in the Title IX policy.

The School, in responding to any claim of sexual discrimination under Title IX, will never deprive any individual of their rights guaranteed under the U.S. constitution.

At any time, a complainant alleging sex discrimination or sexual harassment may file a formal complaint with the Office for Civil Rights, Boston Office, U.S. Department of Education, 8<sup>th</sup> Floor, 5 Post Office Square, Boston, MA 02109-3921 (1-617-289-0111)

The Title IX Coordinator for Region 1 School District is Martha Schwaikert; whose office is located at 246 Warren Turnpike, Falls Village, CT 06031; and whose telephone number is 860-824-5639; and whose email address is mschwaikert@region1schools.org.

# First Reading

## Legal References:

United States Constitution, Article XIV

Civil Rights Act of 1964, Title VII, 42 U.S.C. S2000e2(a).

Equal Employment Opportunity Commission Policy Guidance (N915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.

Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a0 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)

The Clery Act, 20 U.S.C. §1092(f)

The Violence Against Women Act, 34 U.S.C. §12291(a)

*Mentor Savings Bank, FSB v. Vinson* 477 US.57 (1986)

*Faragher v. City of Boca Raton, No. 97-282* (U.S. Supreme Court, June 26,1998)

Title IX of the Education Amendments of 1972, 20 USCS §1681, *et seq.*

Title IX of the Education Amendments of 1972, 34 CFR §106, *et seq.*

Title IX Final Rule, 34 CFR 106.45 *et seq.*, May 6, 2020

34 CFR Section 106.8(b), OCR Guidelines for Title IX.

Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a0 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)

The Clery Act, 20 U.S.C. §1092(f)

The Violence Against Women Act, 34 U.S.C. §12291(a)

*Mentor Savings Bank, FSB v. Vinson* 477 US.57 (1986)

*Faragher v. City of Boca Raton, No. 97-282* (U.S. Supreme Court, June 26,1998)

*Burlington Industries, Inc. v. Ellerth, No. 97-569*, (U.S. Supreme Court, June 26,1998)

*Gebbs v. Lago Vista Indiana School District, No. 99-1866*, (U.S. Supreme Court, June 26,1998)

*Davis v. Monro County Board of Education, No. 97-843*, (U.S. Supreme Court, May 24, 1999.)

Connecticut General Statutes

## First Reading

46a60 Discriminatory employment practices prohibited.

Conn. Agencies Regs. §46a-54-200 through §46a-54-207

Constitution of the State of Connecticut, Article I, Section 20.

P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment