DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

Meeting of the Dudley-Charlton Regional School Committee
Wednesday, November 13, 2024, at **6:30 PM**
Shepherd Hill Regional High School
68 Dudley-Oxford Road
Dudley, MA 01571

MINUTES

I. Call Meeting to Order

The meeting was called to order at 6:30pm
In attendance:

Kelly Szela, Chair	Jeanne Costello, Vice-Chair
Cathleen Carmignani	Caitlynn Panczyk
Nicole Enberg	Maureen Chickering (arrived at 6:34pm)

II. Pledge of Allegiance

III. Moment of Silence

IV. Dudley Elementary School Showcase – Principal Audette

Students from Dudley Elementary School read their personal narratives.

V. Welcome DCRSD School Council Members

Members of the School Council for each school were introduced.

VI. Consent Agenda Items

a. Approval of the Warrant
b. Approval of Minutes Regular Meeting – October 9, 2024
c. Out of State Overnight Field Trips, SC Policy IJOA
    1. DMS #57 – Cranston-East High School, RI - March 15, 2025
    2. DMS #62/SHRHS #67 – Bishop Hendricken High School, RI – March 14, 2025
    3. SHRHS #66 – Hanover High School, VA – February 27, 2025
    4. MRS #84 - Loos Center for the Arts at Woodstock Academy, CT - May 7, 2025

A motion by C. Panczyk, seconded by J. Dell'Ovo to approve all consent agenda items was approved unanimously.

K. Szela - Yes	J. Dell'Ovo - Yes
J. Costello - Yes	M. Chickering - Yes
N. Enberg - Yes	C. Panczyk - Yes
C. Carmignani - Yes	

VII. Communications

- J. Costello stated the SEPAC meeting is on November 20, 2024 in the CMS library.
- C. Panczyk went to the Veteran's Presentation at DMS, put on by 5th grade social studies classes.
- K. Szela stated the Charlton PTO Paint Night is tomorrow, November 14, 2024 at 6:30pm at Brush It Off in Sturbridge.
  The Booster Club turkey raffle at The Charlton Beagle Club is November 15, 2024.

VIII. Student Representative Report – Anthony Avoglia

- NHS is doing their annual food drive helping over 50 families this year.
- SHRHS Show Choir is hosting their annual Holiday Spectacular on December 13 & 14, 2024
- Junior, Nathaniel Grant broke a school record, running a 16 minute 5k. He is the fastest runner in school history.

IX. Superintendent's Report

No Superintendent report, Superintendent Lamarche not present at the meeting.

X. Public Comment

No Public comment

XI. New Business

A. Update/Vote - Charlton Fire Substation and Charlton Middle School Sign - Steven Lamarche
K. Szela entertained a motion that the DCRSD enter into a certain agreement for transfer of real estate and necessary easements between the district and the Town of Charlton substantially as presented at this meeting and that said agreement be executed by the chair of the school committee on behalf of the committee.

A motion was made by C. Panczyk, seconded by M. Chickering to enter into an agreement was approved unanimously.

K. Szela - Yes	J. Dell'Ovo - Yes
J. Costello - Yes	M. Chickering - Yes
N. Enberg - Yes	C. Panczyk - Yes
C. Carmignani - Yes	

B. Fiscal Year 2024 Closeout – Director DeSantis
Fiscal year 2024 year end accounting and cash reconciliation was completed with the help of Treasurer, Cami Lamica.
Department of Elementary and Secondary Education end of year report for 2024 is complete
and in the process for submission.

Excess and Deficiency fund appropriation revenue came in as projected at $1,097.390.00.

C. Update - Professional Development Day Nov. 5, 2024 – Assistant Superintendent Kelly True

Professional Development Day was overall successful. Staff sent in their highlights of the day and teachers were thankful to be able to work with their colleagues.

Staff was asked the question, "Do you feel that today's professional learning helped to move your practice forward?" 99% of staff answered, Yes.

D. Update – District Improvement Plan Progress – Steven Lamarche

When created in 2022, the Improvement Plan had 3 main goals to focus on for the next 3 years, they were

- Strengthen the Continuum of Learning
- Strengthen Systemic Practices & Processes
- Strengthen Family and Community Engagement, Partnerships, and Communication

All our schools have submitted evidence of meeting some of these learning targets through our district plan or through their school's improvement plans.

E. MASC Conference Feedback – School Committee

C. Carmignani stated she went to a presentation about libraries and different ways The School Committee can utilize libraries.

J. Dell'Ovo went to a session "Green Today, Blue Tomorrow" from the Falmouth, MA Public School System. They spoke about ways to recycle and things that can be reused. They have a company that takes their food waste and composts it, something we could look into doing.

J. Costello went to a session about how to use art for healing.

F. Policy Subcommittee Distribution

a. AC – Non-Discrimination and Access to Equal Education Opportunity (update)
b. AC-R - Non-Discrimination Policy Including Harassment and Retaliation (new)
c. ACA - Non-Discrimination on the Basis of Sex (new)
d. ACA-R - Non-Discrimination on the Basis of Sex Under Title IX including Sex-Based Harassment (new)
e. ACGA - Civil Rights Grievance Procedure (new)
f. ACGB - Title IX Sexual Discrimination Grievance Procedure (new)
g. ADDA - Background Checks (update)

School Committee Members will look at these policies and come back with any questions and/or comments at a later date.

G. Capital Outlay/Safety Subcommittee Update

School Committee Members received an update from J. Caron, Director of Facilities.
Fire panels for CMS and DMS are completed and CES will be done during winter break.
Solar panel project long term goal, by 2027 National Grid grants will be coming out, it's

possible to get roof replacements for schools that need it.

H. Update/Vote – Charlton Fire Substation and Charlton Middle School Sign – Steven Lamarche

A motion was made by C. Panczyk, seconded by M. Chickering to enter into an agreement was approved unanimously.

K. Szela - Yes
J. Costello - Yes
N. Enberg - Yes
C. Carmignani - Yes
J. Dell'Ovo - Yes
M. Chickering - Yes
C. Panczyk - Yes

XII. Adjourn

A motion by J. Costello, seconded by J. Dell'Ovo to adjourn the meeting at 7:55pm was passed unanimously.

K. Szela - Yes
J. Costello - Yes
N. Enberg - Yes
C. Carmignani - Yes
J. Dell'Ovo - Yes
M. Chickering - Yes
C. Panczyk - Yes

The items listed, which may be discussed at the meeting, are those reasonably anticipated by the chair. Not all items listed may, in-fact be discussed, and other items not listed may also be brought up for discussion to the extent permitted by law. The School Committee may vote on all items listed on this agenda.

2024-2025 School Committee Goals

Fiscal Responsibility

1. *The DCRSD School Committee will vote to improve a revised 10- year Capital Plan to reflect the needs identified in the 2024 architectural review of all seven schools.*
2. *The DCRSD School Committee will incorporate completed and forthcoming reports, reviews, and evaluations (e.g., Education Resource Strategies, Facilities Conditions Report) into long-range planning. This planning will guide the development of a Fiscal Year 2026 budget, structured to preserve the integrity of existing programs and prioritizing expenditures to provide a comprehensive educational experience for all students.*

Enhance Educational Excellence

1. *The DCRSD School Committee will support hiring, developing and utilizing staff that drive positive school culture and help create a unified district.*
2. *The DCRSD School Committee will support professional development opportunities that align with the District mission for exceptional teaching and learning for all students.*
3. *The DCRSD School Committee will ensure that all students have access to innovative platforms and technologies.*

4. *The DCRSD School Committee will continue their oversight of the implementation of policy IGA Curriculum Evaluation, Development and Adoption to review, revise or adapt high quality instructional materials for all students.*

Enhance Community Outreach and Stakeholder Engagement

1. *The DCRSD School Committee will continue to evolve their roles as community liaisons to strengthen relationships with local boards and organizations.*

Next Meeting Dates

School Committee Meeting: Wednesday, December 11, 2024 – CMS
Budget and Finance Subcommittee: TBD (Joe DeSantis) - Video Conference
Policy Review Subcommittee: TBD - District Office
Curriculum Subcommittee for Teaching and Learning: Video Conference
Capital Outlay/Safety Subcommittee: Video Conference

Future Agenda Items: SEPAC (Dec.), Amazon STEM Planning (Dec.), FY26 Budget Planning (Dec.), Update School Committee Goals (Dec.), Superintendent Goals update, (Dec.), Student Achievement Report (Jan.)

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Agenda

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II. Pledge of Allegiance
III. Moment of Silence
IV. Dudley Elementary School Showcase – Principal Audette
V. Welcome DCRSD School Council Members
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VIII. Student Representative Report – Anthony Avoglia
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X. Public Comment
XI. New Business
- A. Update/Vote – Charlton Fire Substation and Charlton Middle School Sign – Steven Lamarche
- B. Fiscal Year 2024 Closeout – Director DeSantis
- C. Update - Professional Development Day, Nov. 5, 2024 – Assistant Superintendent Kelly True
- D. Update – District Improvement Plan Progress – Steven Lamarche
- E. MASC Conference Feedback – School Committee
- F. Policy Subcommittee Distribution
  - a. AC – Non-Discrimination and Access to Equal Education Opportunity (update)
  - b. AC-R - Non-Discrimination Policy Including Harassment and Retaliation (new)
  - c. ACA - Non-Discrimination on the Basis of Sex (new)
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  - e. ACGA - Civil Rights Grievance Procedure (new)
  - f. ACGB - Title IX Sexual Discrimination Grievance Procedure (new)
  - g. ADDA - Background Checks (update)
- G. Capital Outlay/Safety Subcommittee Update

XII. Adjourn

The items listed, which may be discussed at the meeting, are those reasonably anticipated by the chair. Not all items listed may, in-fact be discussed, and other items not listed may also be brought up for discussion to the extent permitted by law. The School Committee may vote on all items listed on this agenda.

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Enhance Community Outreach and Stakeholder Engagement

1. *The DCRSD School Committee will continue to evolve their roles as community liaisons to strengthen relationships with local boards and organizations.*

Next Meeting Dates

School Committee Meeting: Wednesday, December 11, 2024 – CMS
Budget and Finance Subcommittee: TBD (November) (Joe DeSantis) - Video Conference
Policy Review Subcommittee: Thursday, November 21, 2024, 8:00 AM District Office
Curriculum Subcommittee for Teaching and Learning: Tuesday, November 12, 2024 - Video Conference
Capital Outlay/Safety Subcommittee: Wednesday, November 20, 2024 8:00 AM - Video Conference

Future Agenda Items: SEPAC (Dec.), Amazon STEM Planning (Dec.), FY26 Budget Planning (Dec.), Update School Committee Goals (Dec.), Superintendent Goals update, (Dec.), Student Achievement Report (Jan.)

MOTION: That Dudley-Charlton Regional School District enter into a certain Agreement for Transfer of Real Estate and Necessary Easements between the District and the Town of Charlton substantially as presented at this meeting and that said Agreement be executed by the Chair of the School Committee on behalf of this Committee.

MOTION: That the Dudley-Charlton Regional School District, upon enactment of Special Legislation authorizing the same, convey to the Town of Charlton that certain parcel of land in Charlton described in a proposed deed substantially as presented at this meeting; and further that said deed be executed by the Chair of the School Committee on behalf of this Committee and that said deed be submitted to the Town of Charlton for recording in the Worcester County Registry of Deeds as provided by law.

CERTIFICATE OF SECRETARY
SCHOOL COMMITTEE FOR THE DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

At a meeting of the School Committee for the Dudley-Charlton Regional School District duly called and held on _____, 2024, at which meeting a quorum of the members of the School Committee was present and acting throughout, it was

VOTED that the Dudley-Charlton Regional School District, upon enactment of Special Legislation authorizing the same, convey to the Town of Charlton that certain parcel of land in Charlton described in a proposed deed substantially as presented at this meeting; and further that said deed be executed by the Chair of the School Committee on behalf of this Committee and that said deed be submitted to the Town of Charlton for recording in the Worcester County Registry of Deeds as provided by law.

A true copy:

ATTEST: _____
Secretary of the School Committee of the
Dudley-Charlton Regional School District

DATE: _____, 2024

(seal)

AGREEMENT FOR TRANSFER OF REAL ESTATE AND NECESSARY EASEMENTS BETWEEN THE DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT AND THE TOWN OF CHARLTON

NOW COMES the Town of Charlton, Massachusetts, a body politic and corporate with a usual place of business at 37 Main Street, Charlton, Worcester County, Massachusetts (hereinafter "Charlton"), and the Dudley-Charlton Regional School District, a body politic and corporate with a usual place of business at 68 Dudley Oxford Road, Dudley, Worcester County, Massachusetts (hereinafter "School District") (hereinafter sometimes collectively referred to as "the Parties"), and hereby agree as follows:

A. Provided that Charlton shall satisfactorily perform all of its obligations under this Agreement, the School District shall convey to Charlton by a Quitclaim Deed ("Deed"), for nominal and non-monetary consideration, the sufficiency and receipt of which is hereby acknowledged, on or before the 30th day following the date of adoption of the Special Legislation referenced herein (the "Closing Date"), the real estate shown as "Lot 1" on a Plan entitled, "Plan of land of 2 Oxford Road, Charlton, Massachusetts" ("Plan"), recorded with the Worcester District Registry of Deeds, Plan Book 979, Plan 11, containing approximately 1.494 acres of land, and being a portion of the premises described in a deed to the grantor recorded with the Worcester District Registry of Deeds, Book 20802, Page 276 (the "Premises"). A copy of the proposed Deed for such conveyance is attached hereto as Exhibit "A" and a copy of the Plan referenced above is attached hereto as Exhibit "B".

1. Such conveyance shall be without representations and warranties by the School District to Charlton, including without limitation, without representations and warranties as to the physical condition of the Premises and/or as to title to the Premises; the conveyance of the Premises shall be AS IS as to all such matters. Charlton shall be responsible, at its sole cost and

expense, for conducting all examinations regarding the Premises which Charlton may choose to conduct, including without limitation, all examinations as to the condition of and title to the Premises. In the event that the results of such examinations are unsatisfactory to Charlton, Charlton may terminate this Agreement by written notice to the School District at any time prior to the Closing Date, whereupon all obligations of the Parties shall cease without further recourse of the Parties hereto, with the exception of the obligations of Charlton pursuant to paragraphs C and D of this Agreement; such obligations shall survive the termination or expiration of this Agreement, the delivery, acceptance and recording of the Deed by Charlton, and the delivery, acceptance and recording by Charlton of the easement instruments described in Paragraph B. The acceptance and recording of the Deed by Charlton shall be deemed to be a full performance and discharge of every agreement and obligation of the School District contained or expressed in this Agreement, except such as are, by the terms hereof, to be performed after delivery and recording of said Deed.

2. The Parties acknowledge and agree that in order for the School District to make the conveyance of the Premises as described in Section A and in order to make the conveyance of the Drainage Easement as described in Section B, special legislation from the General Court of the Commonwealth of Massachusetts authorizing the School District to make such conveyances (the "Special Legislation") shall be required and further that the consent of the Town of Dudley will likely be required in order to secure such Special Legislation; as such, the School District's obligations hereunder are contingent upon the enactment of such Special Legislation. The Parties agree to work cooperatively to secure such Special Legislation, provided however, that the agreement of the School District to work cooperatively shall not be construed to require that the School District transfer or expend any funds or assets of the School

District in order to secure such Special Legislation. In the event that such Special Legislation is not enacted on or before October 1, 2029, each of the Parties shall have the right to terminate this Agreement by written notice to the other Party at any time prior to the Closing Date, whereupon all obligations of the Parties shall cease without further recourse of the Parties hereto, with the exception of the obligations of Charlton pursuant to paragraphs C and D of this Agreement; such obligations shall survive the termination or expiration of this Agreement, the delivery, acceptance and recording of the Deed by Charlton, and the delivery, acceptance and recording by Charlton of the easement instruments described in Paragraph B.

3, The Parties acknowledge and agree that the purpose of the conveyance of the Premises from the School District to Charlton as described in Paragraph A and the purpose of the conveyance of the Drainage Easement rights and the rights to access and use the Access and Utility Easement as described in Paragraph B hereinafter is to provide Charlton with property needed to construct a fire station or substation on the Premises or on a parcel of land adjoining the Premises. In the event that Charlton determines not to use the Premises for purposes of construction of a fire station or substation on the Premises or on a parcel of land adjoining the Premises and/or in the event that construction of such fire station or substation on the Premises or on a parcel of land adjoining the Premises has not commenced on or before October 1, 2029, the School District, at its sole option, may by written notice to Charlton, require that Charlton reconvey such Premises to the School District and that Charlton release or reconvey to the School District all Drainage Easement rights and the rights to access and use the Access and Utility Easement as described in Paragraph B hereinafter, whereupon Charlton shall promptly take all steps necessary to effect such releases and conveyances back to the School District, all at the sole cost and expense of Charlton. The provisions of this paragraph shall survive the

termination or expiration of this Agreement, the delivery, acceptance and recording of the Deed by Charlton, and the delivery, acceptance and recording by Charlton of the easement instruments described in Paragraph B.

B. After the conveyance contemplated in Paragraph A above via the delivery and recording of said Deed, the Parties shall, as necessary, and at a reasonable time determined by Charlton, work to create a continuous drainage easement for Charlton to discharge drainage from Lot 1, across the "Access and Utility Easement Area = 8,925 SQ. FT." ("Access and Utility Easement") into and along the entire length (or as needed) of the "Drainage Easement Area = 4,189 sq. ft." ("Drainage Easement"), all as shown on Exhibit "B". The Parties understand that, at minimum, the following additional conveyances may be required, and the School District agrees that, provided that Charlton shall satisfactorily perform all of its obligations under this Agreement, the School District shall:

1. Convey to Charlton, for nominal and non-monetary consideration, the sufficiency and receipt of which is hereby acknowledged, by written instrument suitable for recording in the Worcester District Registry of Deeds, an easement granting Charlton all necessary rights to access and use the Drainage Easement. The Drainage Easement (shown on Exhibit "B") generally runs diagonally across the area marked as "Remaining Land" in a southwesterly/northeasterly direction, and directly adjacent to the Access and Utility Easement, which easement runs generally in a north to south direction. It is the intent of the Parties to create a drainage easement, with the servient estate being the "Remaining Land" owned by the School District, and the dominant estate being "Lot 1", which is to be transferred by the School District to Charlton per this Agreement. Notwithstanding the foregoing, the agreement of the School District to grant such Drainage Easement shall not be construed to require that the School

District transfer or expend any funds or assets of the School District in order to convey such rights to Charlton, nor shall the School District be required to waive or surrender the District's fee interest in the area where the Drainage Easement and/or the Access and Utility Easement is located or to waive or surrender the School District's own rights to use such Drainage Easement and/or Access and Utility Easement.

2. Additionally, if Charlton shall need to obtain easement rights to the Access and Utility Easement (as shown on Exhibit "B"), to allow access to and use of the Drainage Easement referenced above, then the School District shall grant Charlton an easement to access and use the Access and Utility Easement, as needed and necessary for Charlton's purposes, provided however, that the agreement of the School District to grant such easement shall not be construed to mean that the School District represents that it has the right and power to grant such an easement to access and use the Access and Utility Easement without the agreement and participation of any third parties, nor shall such agreement of the School District to grant such easement shall be construed to require that the School District transfer or expend any funds or assets of the School District in order to secure such rights for Charlton, nor shall the School District be required to waive or surrender to the District's fee interest in the area where the Access and Utility Easement and/or the Drainage Easement is located or waive or surrender the District's own rights to use such Access and Utility Easement and/or Drainage Easement.

3. The acceptance and recording by Charlton of an easement agreement conveying rights in the Drainage Easement as described in subsection 1 of this paragraph B shall be deemed to be a full performance and discharge of every agreement and obligation of the School District contained or expressed in subsection 1 of this paragraph B, except such as are, by the terms hereof, to be performed after delivery and recording of said Drainage Easement agreement. The

acceptance and recording by Charlton of an easement agreement conveying rights in the Access and Utility Easement as described in subsection 2 of this paragraph B shall be deemed to be a full performance and discharge of every agreement and obligation of the School District contained or expressed in subsection 2 of this paragraph B, except such as are, by the terms hereof, to be performed after delivery and recording of said Access and Utility easement agreement.

C. The Parties acknowledge that, as a result of the conveyance of the Premises, the School District's existing sign is to be removed from its current location on or near Lot 1. Charlton agrees that promptly after the delivery and recording of the Deed and at Charlton's sole cost and expense, Charlton shall remove such existing sign and promptly replace the existing sign by installing a similar sign, satisfactory to the School District in its sole and exclusive discretion, in a location of the School District's choosing on the School District's remaining property. Charlton's obligations under this paragraph C shall survive the delivery, acceptance and recording of the Deed by Charlton, and the delivery, acceptance and recording by Charlton of the easement instruments described in Paragraph B and, at the School District's sole option, shall survive any expiration or termination of this Agreement.

D. Charlton agrees to pay all costs and expenses incurred by the School District in performing the School District's obligations under this Agreement, including without limitation, any and all of the School District's legal fees and expenses, recording fees, closing costs (if any), and other out-of-pocket expenses incurred by the School District in connection with the performance by the School District of its obligations under this Agreement and/or the efforts by the School District to perform such obligations, and including but not limited to, the review and revision of this Agreement, the proposed deed, any proposed easement agreements under

paragraph B, proposed closing documentation, as well as preparation of proposed Special Legislation, efforts to secure enactment of the Special Legislation, and any and all costs of compliance with M.G.L. c. 30B, §16, with all such costs and expenses to be reimbursed by Charlton to the School District upon demand or, at the option of the School District, to be advanced by Charlton at the time the same are incurred, whether or not the conveyances described in paragraphs A and B ever take place. Charlton's obligations under this paragraph D shall survive the termination or expiration of this Agreement, the delivery, acceptance and recording of the Deed by Charlton, and the delivery, acceptance and recording by Charlton of the easement instruments described in Paragraph B.

E. In the event that the School District shall default in its performance of its material obligations under this Agreement, the sole remedy of Charlton shall be for specific performance by the School District of those obligations and Charlton shall not be entitled to any monetary damages, penalties or interest of any name or nature.

F. All notices required or permitted to be given hereunder shall be in writing and delivered by hand, by overnight courier, mailed postage prepaid, or sent by facsimile or e-mail transmission. For notices to the School District, notices must be sent to the Superintendent of Schools. For notices to Charlton, notices must be sent to the Town Administrator.

G. The failure or delay by either Party to insist upon a strict performance of or adherence to any term, covenant or condition of this Agreement and/or to exercise any right, power, remedy or provision under this Agreement on any occasion or occasions shall not be construed as a waiver or relinquishment thereof nor shall any such delay or failure deprive the Party of the right to insist thereafter upon strict adherence to that term, covenant or condition or any other term, covenant or condition contained in this Agreement.

H. The individuals signing this Agreement on behalf of the School District and Charlton respectively do so in their official capacity only and without any individual or personal liability under this Agreement.

I. This instrument, which may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the Parties, is binding upon and enures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the School District and Charlton. For purposes of this Agreement, email transmissions, electronic, digital and/or facsimile signatures of the Parties shall be binding, provided however that no Party shall avoid any obligation hereunder by failing to provide such original signature. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

Signed this _____ day of _____ 2024 as a sealed instrument.

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

_____

By:
Its:

TOWN OF CHARLTON
BOARD OF SELECTMEN

_____

By: Peter Lancette Chairman

_____

By: William Borowski

_____

By: Barbara Zurawski

_____

By: Stephen Koronis

_____

By:David Singer

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared _____, _____ of the Dudley-Charlton Regional School District, proved to be through satisfactory evidence of identification, being _____ drivers' license or other state or federal government document bearing a photographic image; _____ oath or affirmation of a credible witness known to me who knows the above signatory; _____my own personal knowledge of identity of the signatory, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it of her own free and voluntary act for its stated purpose.

_____

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared _____, _____ of the Town of Charlton, proved to be through satisfactory evidence of identification, being _____ drivers' license or other state or federal government document bearing a photographic image; _____ oath or affirmation of a credible witness known to me who knows the above signatory; _____my own personal knowledge of identity of the signatory, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it of her own free and voluntary act for its stated purpose.

_____

Notary Public:
My Commission Expires:

MASSACHUSETTS QUITCLAIM DEED

The Dudley-Charlton Regional School District, a body politic and corporate with a usual place of business at 68 Dudley Oxford Road, Dudley, Worcester County, Massachusetts, 01571, hereinafter known as the "Grantor", under and by virtue of the power conferred upon it by a vote of the School Committee of the Dudley-Charlton Regional School District adopted at a meeting duly held on the 13th of November, 2024, and Chapter _____ of the Acts of 2024, and every other power and authority enabling the Grantor,

for nominal and non-monetary consideration, the sufficiency and receipt of which is hereby acknowledged,

grants to the Town of Charlton, Massachusetts, a body politic and corporate with a usual place of business at 37 Main Street, Charlton, Worcester County, Massachusetts, with

QUITCLAIM COVENANTS,

Land in Charlton, Massachusetts on the southwesterly side of Oxford Road, shown as Lot 1 on a Plan of Land in Charlton, MA to be conveyed to: Town of Charlton, Massachusetts by the Dudley-Charlton Regional School District, recorded with the Worcester District Registry of Deeds, Plan Book 979, Plan 11, and further described as follows;

Beginning at an iron pipe on the southwesterly side of Oxford Road, Charlton at the northwesterly corner of land now or formerly of Felix J. Piscitelli, Jr;

THENCE S 09° 40' 39" W by land of said Piscitelli 317.92' to a point;

THENCE N 80° 19' 21" W by land of the Dudley-Charlton Regional School District 201.20' to a point;

THENCE N 13° 24' 38" E by an Access and Utility Easement on land of the Dudley-Charlton Regional School District 124.66' to a point;

THENCE N 13° 41' 09" E continuing by an Access and Utility Easement on land of the Dudley-Charlton Regional School District 81.58' to a point;

THENCE following a curve having a radius of 31.13' and a length of 27.40' continuing by the Access and Utility Easement on land of the Dudley-Charlton Regional School District to a point on the southwesterly side of Oxford Road;

THENCE S 64° 55' 24" E by the southwesterly side of Oxford Road 175.25' to the point of beginning;

Containing approximately 1.494 acres of land.

Such conveyance is subject to all liens, encumbrances, easements, restrictions and reservations of record, if any, insofar as now in force and applicable.

Being a portion of the premises described in a deed to the grantor recorded with the Worcester District Registry of Deeds, Book 20802, Page 276. Grantor hereby reserving to itself all portions of the premises described in such deed recorded at Book 20802, Page 276 other than that parcel shown as Lot 1 on said Plan of Land recorded with the Worcester District Registry of Deeds at Plan Book 979, Plan 11 (the "Plan of Land"), such reservation by the Grantor to include but not be limited to all property noted on said Plan of Land as the "REMAINING LAND" area as well as all rights of the Grantor in and to the ACCESS AND UTILITY EASEMENT area and the DRAINAGE EASEMENT area.

EXECUTED as a sealed instrument this _____ day of _____, 2024

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

_____

By: Kelly Szela
Its: Chair of the School Committee

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared Kelly Szela, Chair of the School Committee of the Grantor, proved to be through satisfactory evidence of identification, being _____ drivers' license or other state or federal government document bearing a photographic image; _____ oath or affirmation of a credible witness known to me who knows the above signatory; _____ my own personal knowledge of identity of the signatory, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it of her own free and voluntary act for its stated purpose.

_____

Notary Public:
My Commission Expires:

AN ACT AUTHORIZING THE DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT TO CONVEY CERTAIN LAND TO THE TOWN OF CHARLTON

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to authorize the Dudley-Charlton Regional School District to make certain conveyances to the Town of Charlton to facilitate the construction of a needed fire station facility, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public health and welfare.

Be it enacted, etc., as follows:

SECTION 1.

Notwithstanding any general or special law to the contrary, the Dudley-Charlton Regional School District is hereby authorized

(a) to convey to the town of Charlton, for nominal and non-monetary consideration, a fee interest in approximately 1.494 acres of land situated on Oxford Road in the town of Charlton and shown as Lot 1 on a Plan of Land in Charlton, MA to be conveyed to: Town of Charlton, Massachusetts by the Dudley-Charlton Regional School District, recorded with the Worcester District Registry of Deeds, Plan Book 979, Plan 11; and

(b) to enter into agreements with the town of Charlton and convey to the town of Charlton, for nominal and non-monetary consideration, drainage and access easements and rights in land situated on Oxford Road in the town of Charlton which adjoin the parcel to be conveyed to the town of Charlton and which are owned by the Dudley-Charlton Regional School District.

(c) All conveyances and agreements pursuant to subjections (a) and (b) shall be on such terms and conditions as the School Committee for the Dudley-Charlton Regional School District deems appropriate, which may include the reservation of restrictions, rights and easements.

SECTION 2. Chapter 30B of the General Laws shall not apply to any conveyance pursuant to Section 1.

SECTION 3. This act shall take effect upon its passage.

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

TO: School Committee

FROM: Joseph Caron – Facilities Director

CC: Joseph DeSantis – Director of Finance & Operations

DATE: October 7,2024

SUBJECT: Charlton Middle School Sign Options

Presented for School Committee review are four options for a new entrance sign at Charlton Middle School.

Option #1: $6,086.63 - Sign similar in design and look of Heritage School's. PVC sign with 3D acrylic letters. Price includes install.

Option #2: $5,000-$7,000 – Changeable Letter Sign 4' x 8'. Price does not include labor. Labor estimate between $6,000-$7,000

Option #3: $9,000-$35,000 – Monument Style Sign. Price does not include labor. Labor estimate between $6,000-$7,000

Option #4: $22,000-$27,000 – LED Sign 4'x8'. Cellular Data to sign, software and graphics all included. Price does not include labor. Labor estimate between $6,000-$7,000


HERITAGE
SCHOOL
34 OXFORD ROAD

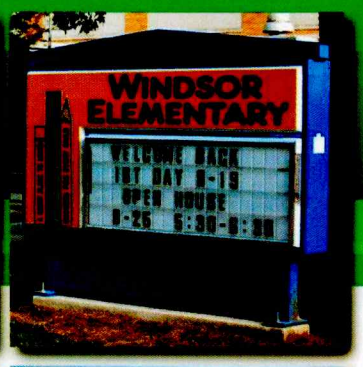
STEWART SIGNS

Enhanced Logo Area Signs



These signs offer a separate area to display your symbol, logo or other graphics. Select from one of these models if you require **more graphical impact** from your sign.



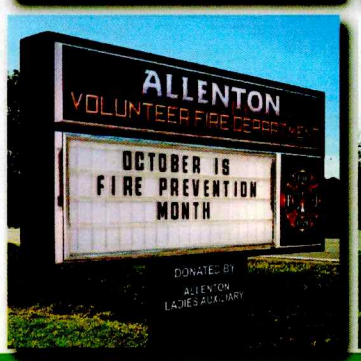




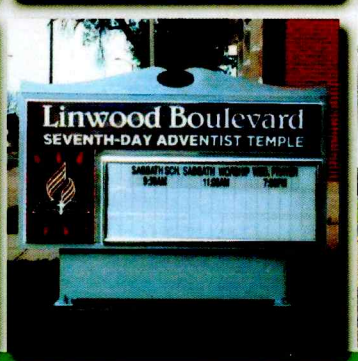














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EnhancedLogoFlyer-SS231101

Option #3

Cornerstone Collection

These signs offer a classic masonry-inspired look that complements more traditional architecture. With optional changeable letter tracking or LED display, you can also use these signs as a communication tool!

✓**AESTHETICS** - These attractive signs have no exposed seams or fasteners, and look just like real masonry structures that would cost thousands more.

✓**SUPERIOR CONSTRUCTION** - Signs consist of a solid, shaped, polystyrene core, sealed for durability and strength with a thick Poly-Armor™ polyurethane hardcoat.

✓**DURABILITY** - Sealed with a fade-resistant 100% acrylic textured finish, this tough outer shell is impact, insect, and weather-resistant.

✓**EASY INSTALLATION** - Signs are prefabricated and light weight, with just two simple ground mount systems and no site mess or weather delays.

✓**COMPREHENSIVE WARRANTY** - Your sign is covered against all defects in quality and materials. It is also easily repaired in the unlikely event of damage.

Over 50 models to choose from!



Model #14



Model #51



Model #22



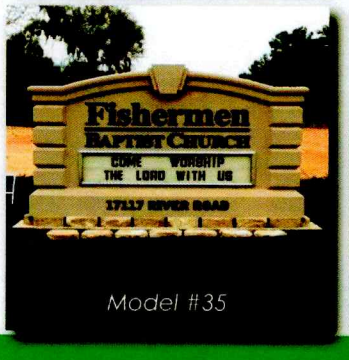
Model #7



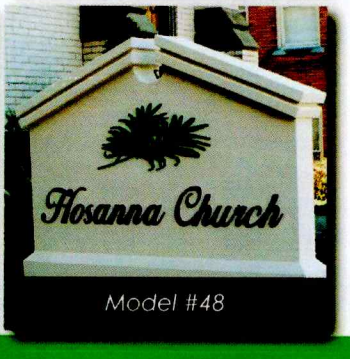
Model #49



Model #6



Model #35



Model #48

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STEWART SIGNS

TekStar Series



The Stewart *TekStar* is a single-cabinet LED sign for organizations wanting **a dynamic presence at a great value**. The seamless, single-piece face of virtually unbreakable TUFFAK® SL covers both the sign graphics and the LED display.



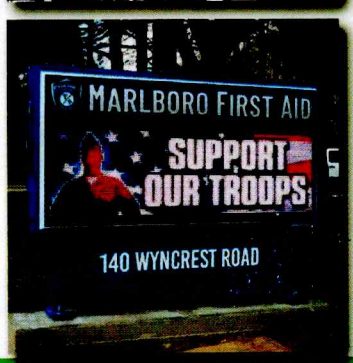






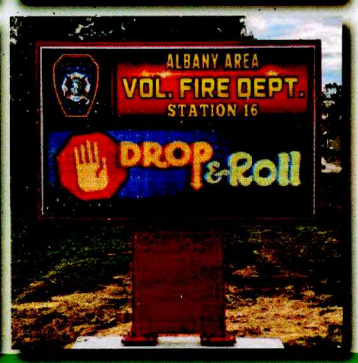












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DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

TO: School Committee

FROM: Joseph DeSantis - Director of Finance & Operations

DATE: November 13, 2024

SUBJECT: Fiscal Year 2024 Close Out Update

Fiscal Year 2024 end of year functions and reporting are well underway. Fiscal Year 2024 year end Accounting and Cash Reconciliations are completed. Department of Elemetary & Secondary Education End of Year Report 2024 is in process of submission. Excess & Deficiency Fund Appropriation Revenue for the year was $1,097,390. Marcum, LLP will be on site to perform Audit field testing of the Fiscal Year 2024 financial data on Novemeber 25th & 26th, 2024. Draft Financial Statements are in process, with completion anticipated this week. Initial financial data shows Dudley-Charlton Regional School District has met the Regulatory Title 1 and IDEA Maintenance of Effort requirements for minimum spending in Fiscal Year 2024.



Summary of Feedback from Professional Development November 5, 2024

Today's sessions underscored a cautious approach to advancing AI in education and psychology. While there's significant enthusiasm for rapid AI development and tech integration, there was a reminder to pause and assess the ethical implications, ensuring we truly need AI in specific areas rather than adopting it for its novelty. This resonates with the morning's discussion on personalization, as students led activities thoughtfully aligned with individual learning needs.

In the morning, the emphasis on making learning relevant and engaging for diverse student needs—especially those with ADHD or other challenges—stood out. Moving towards tech-supported learning was highlighted, yet some expressed concerns over overreliance on screens, given students' already heavy screen exposure outside school.

Afternoon discussions covered ways to better support students through tailored lesson closures, increasing student movement and engagement, and structuring assessments that are fair and accessible to all. The interoception course was insightful, helping educators understand students' internal sensory experiences, which can be crucial for supporting self-regulation.

Many educators discussed creating lesson relevance and incorporating real-world materials, reinforcing how essential it is to connect learning to students' lives. Building empathy and awareness of students' backgrounds and adapting to evolving family dynamics were recognized as key to effective teaching today.

Here's a summary of the learning from the feedback:

1. **Growth and Improvement**:
    - Embrace growth opportunities by applying Bloom's Taxonomy to foster higher-order thinking.
    - Encourage flexibility in teaching, adapting lesson plans to accommodate the diverse needs of students.
    - Reflect on teaching practices and adjust to ensure all students are learning and engaged.
2. **Student Engagement and Relationships**:
    - Building meaningful relationships with students can increase engagement. Showing students the relevance of lessons and allowing them leadership roles enhances learning.
    - Use varied teaching strategies, including student-led discussions and discourse, to increase participation and investment in learning.
    - Tailor instruction to student needs, leveraging universal design for learning (UDL) principles and personalized approaches.

3. **Professional Development and Collaboration**:
    - Teachers benefit from shared experiences and collaboration with colleagues, especially when it comes to lesson planning and understanding new tools.
    - Working with colleagues on tasks like report cards ensures consistency and shared understanding.
    - Sessions on compliance, like 504 planning and understanding students with Individualized Education Plans (IEPs), enhance educators' preparedness to support all learners.
4. **Practical Tools and Resources**:
    - Learning to navigate programs like Writable, HMH Into Literature, and other digital tools effectively can aid instruction and assessment.
    - Strategies from the Multi-Tiered System of Supports (MTSS) and resources for classroom differentiation were helpful in meeting diverse student needs.
    - Techniques from safety care and using assistive devices (AAC) were valuable for those working with special education students.
5. **Mindset and Adaptability**:
    - Embrace change and innovation—"ride the energy bus"—by being open to trying new teaching methods and incorporating feedback.
    - Slow down when necessary to reach all students, especially those who may not voice their struggles.
    - Incorporate positive affirmations and motivate students to take ownership of their learning for more meaningful engagement.
6. **Educational Challenges and Goals**:
    - Focus on practical skills and life-long learning rather than purely academic goals.
    - Emphasize creativity in teaching to keep students "hungry to learn" and consider adding engaging resources to improve MCAS scores.

I was pleasantly surprised that 99% of respondents selected “Yes!” in answer to the question: Do you feel that today’s professional learning helped to move your practice forward. There were 214 respondents total, 12 of those respondents selected “No” to the above question. Of those 12, many were Paraprofessionals who attended a session that was not appropriately described by the company.

Dudley Charlton Regional School District



PD DAY!

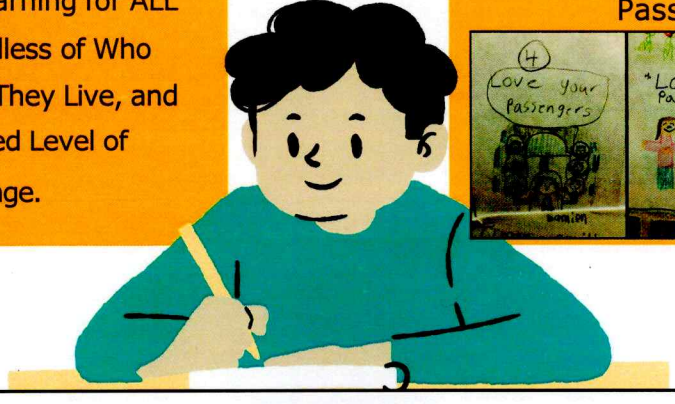
November 5, 2024





Missions and Visions

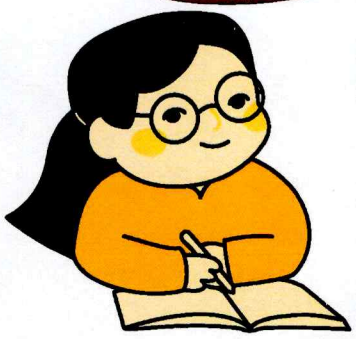
Get on the BUS to Exceptional Teaching and Learning for ALL Students, Regardless of Who They Are, Where They Live, and Their Perceived Level of Challenge.



Rule of the Road: Love Your Passengers



DESE's New Vision



Our goal is that as a result of their public education in Massachusetts, students will:

Attain academic knowledge and skills: achieve in a comprehensive and diverse range of subjects and apply their competencies in relevant, real-world contexts

Understand and value self: know their own strengths, interests, and areas of growth, be self-aware, be a self-advocate, and make responsible decisions

Understand and value others: understand differences and multiple perspectives, empathize with others, and build connections with peers and adults

Engage with the world: understand and think critically about local, national, and world events and societal systems; and create positive change through civic action

So that they can:

Be curious and creative: find joy in learning, pursue their interests, and use innovative thinking to approach opportunities and solve challenges, including those previously unseen

Shape their path: be well prepared to thrive in college and/or career and be positioned for life-long learning

Feel connected: see themselves as valuable and involved members of their communities and be aware of their independence and interdependence

Be empowered: play a role in advocating for equity, justice, and liberty in their communities and beyond



DESE partners with districts, schools, and programs to:

Cultivate systems to support the **whole student** and foster **joyful, healthy, and supportive** learning environments so that all students feel **valued, connected, nourished,** and **ready to learn.** Districts, schools, and programs feel empowered and prepared to:

1.1 Promote students' physical and mental health and wellness in welcoming, affirming, and safe spaces Implement a multi-tiered system of supports (MTSS) that helps all students progress both academically and in their social, emotional, and behavioral development

1.3 Develop authentic partnerships with students and families that elevate their voices and leadership in decision-making and connect them to their communities

(Promote **deeper learning** so that **all** students engage in **grade-level work** that is **real-world, relevant,** and **interactive.** Districts, schools, and programs feel empowered and prepared to:

2

2.1 Select and skillfully implement high-quality and engaging instructional materials that support culturally and linguistically sustaining practices and foster deeper learning

2.2 Use the MTSS process to implement academic supports and interventions that provide all students, particularly students with disabilities and English learners, equitable access to deeper learning

2.3 Reimagine the high school experience so that all students are engaged and prepared for post-secondary success

2.4 Develop a coherent and holistic range of programming that is responsive to the needs and interests of diverse learners

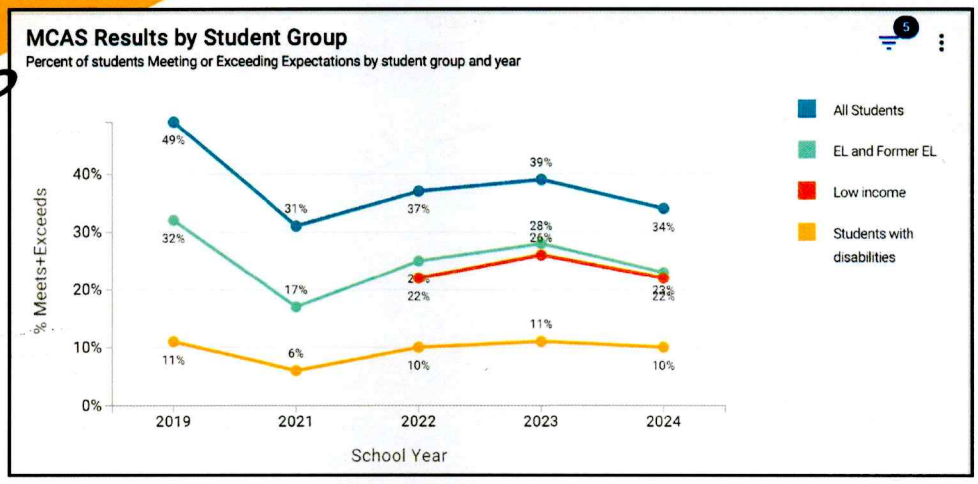
Develop and sustain a workforce that is **diverse, culturally responsive, well-prepared,** and committed to **continuous improvement,** so that all students have equitable access to **effective educators.** Districts, schools, and programs feel empowered and prepared to:

3.1 Develop an increased and robust pipeline of diverse and well-prepared educators and leaders

3.2 Create the conditions to sustain and retain diverse and effective staff, particularly those who entered the field through alternative pathways

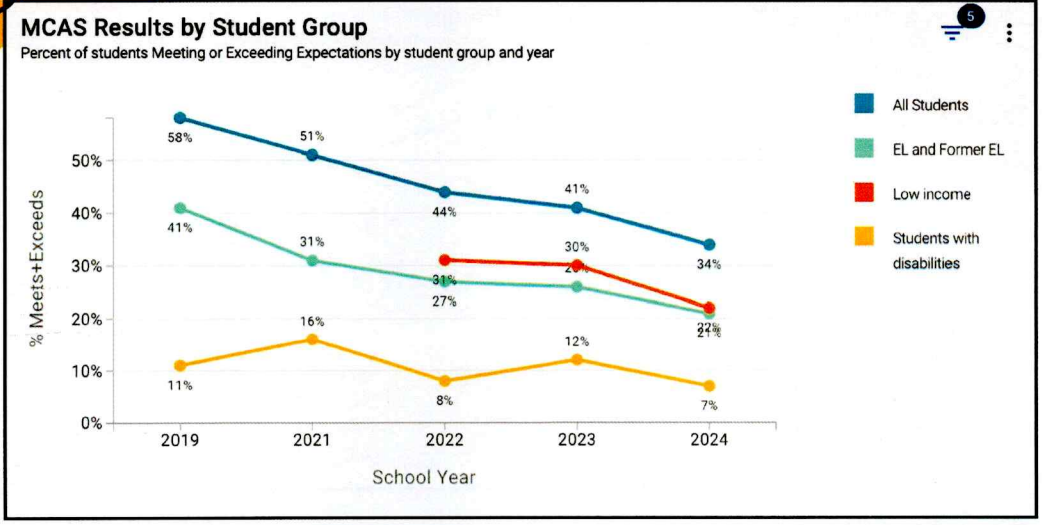
3.3 Implement opportunities for all staff to engage in a cycle of continuous improvement, utilizing effective teaming structures

Why? Why Now?



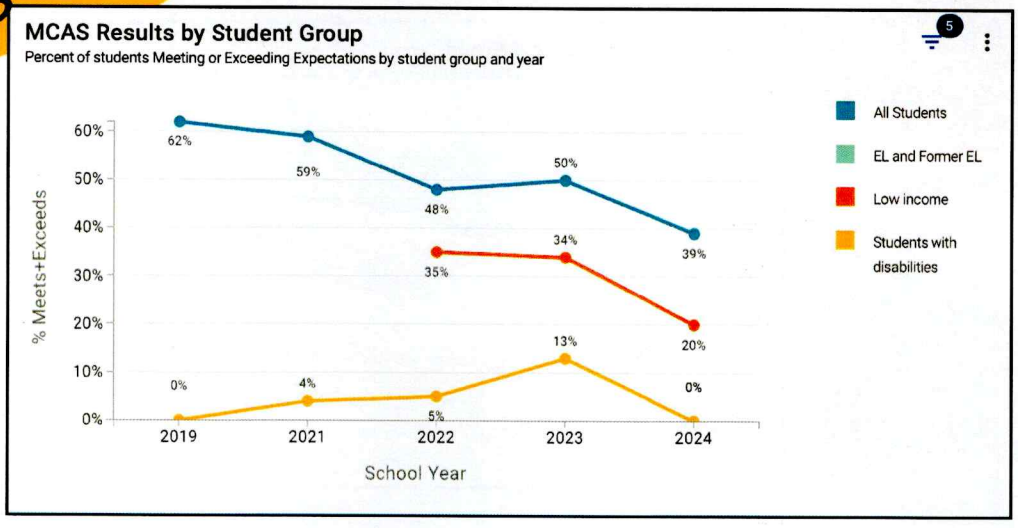
Grades 3-8 Math

Why? Why Now?



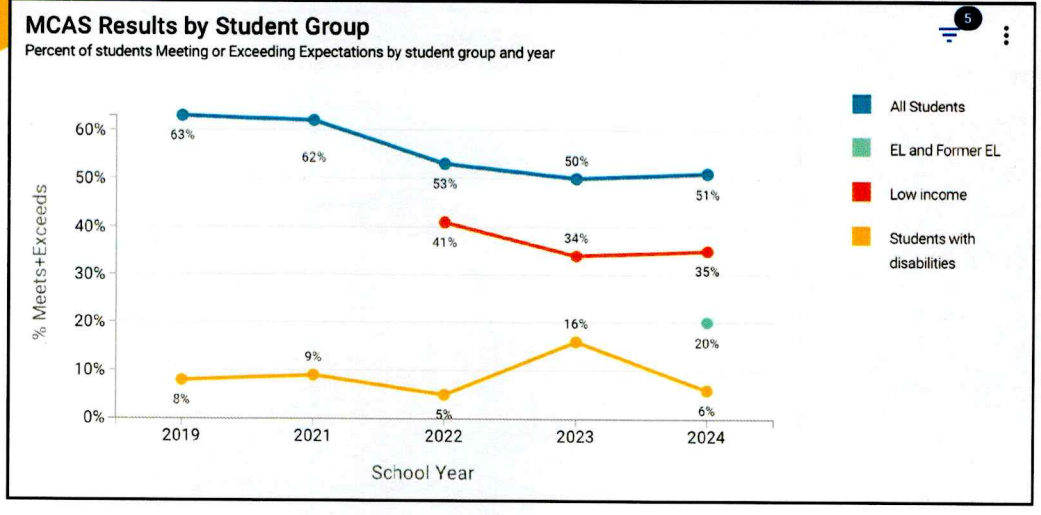
Grades 3-8 ELA

Why? Why Now?



Grade 10 Math

Why? Why Now?



Grade 10 ELA

Why? Why Now?



Things I Know



1. Kids are DIFFERENT

2. Families are Different

3. We Can't Act Like Change Isn't Happening

"The definition of insanity is doing the same thing over and over again expecting different results."

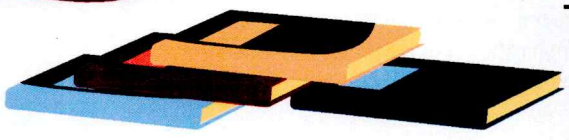
—Albert Einstein



What? What Does that Mean for Us NOW?

We have a real opportunity in our hands, not just today, but this whole year! And next year, and the next, and the year
after that..

TO GET BETTER FOR STUDENTS!



What I Need From You:

I Need You To:

- *Show Up*
- *Be Focused*
- *Commit to the Work*

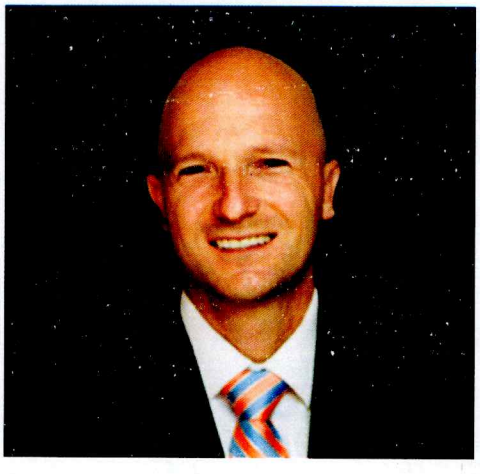
You will only get out of today what you put into it. Put A LOT into it.



Students need to lead the classroom, not teachers

A classroom revolution is overdue, not only for improving learning but for the health of our democracy. In this inspirational talk Katherine Cadwell shares how after 30 years in education she completely flipped her...

110 TED Apr 26, 2018

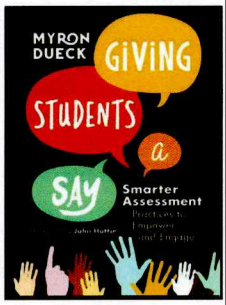
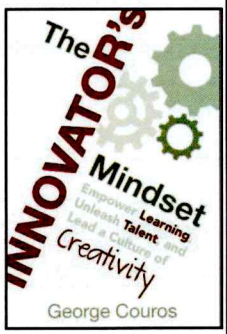


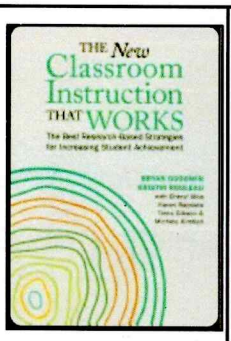
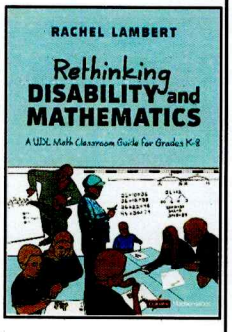
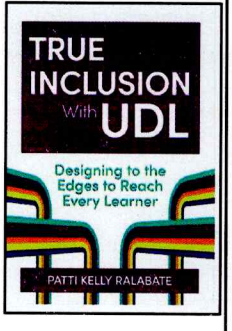
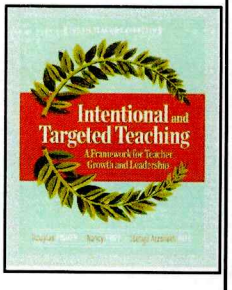
About Eric

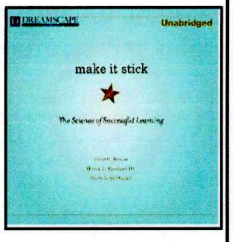
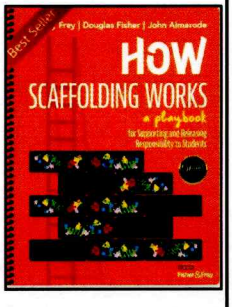
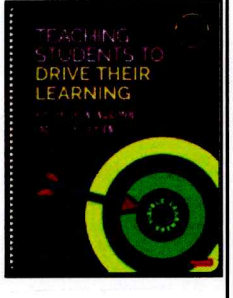
Eric works with schools throughout the world, helping educators meet and exceed their potential to improve outcomes for learners. He is the founder and CEO of Aspire Change EDU, a collaborative consultancy designed to provide personalized support to all educational systems. Prior to this, he was a teacher and the award-winning Principal at New Milford High School. Under his leadership, his school became a globally recognized model for innovative practices. Eric oversaw the successful implementation of several sustainable change initiatives that radically transformed the learning culture at his school while increasing achievement. His work focuses on innovative and practical ways educators can transform teaching, learning, and leadership. Through his work with thousands of schools, Eric has emerged as an innovative leader, best-selling author, and sought-after speaker. His main focus is using research, evidence-based practices, and artificial intelligence (AI) to empower learners and educators.

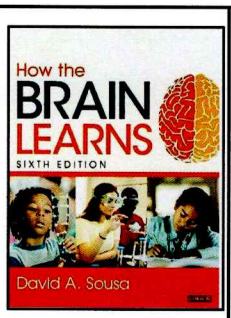
DCRSD's Catalog Of Professional Learning Opportunities

Are you looking to improve your practice with research based learning strategies? Choose one of the following texts below. Read the text and complete the accompanying assignment. Professional Development Points will be awarded based on the average amount of time it will take to complete the reading and assignment together, between 5–15 hours. PDP certificates will be awarded upon successful completion of the assignment (Proficient or Exemplary on rubric). HINT: Find a friend(s) and complete this in a PLC!

Title	Picture	Summary
1. Giving Students a Say (8 PDPs) *By Myron Deck*		This book focuses on how to enhance student engagement by providing students with a voice in their learning process. Myron Dueck advocates for allowing students to take ownership of their educational experience by involving them in assessments, decision-making, and the evaluation of their own progress. By fostering autonomy, students become more motivated and empowered to learn.
2. The Innovator's Mindset (7 PDPs) *By George Couros*		George Couros encourages educators to adopt an innovative mindset that embraces creativity, risk-taking, and adaptability in education. The book highlights the importance of fostering a growth mindset in both teachers and students, focusing on innovation as a means to create meaningful and engaging learning experiences. Couros provides practical ideas for creating a culture of innovation in schools.

3. The New Classroom Instruction That Works (7 PDPs) *By Bryan Goodwin and Kristin Rouleau*		This updated version of the classic *Classroom Instruction That Works* offers research-backed instructional strategies for improving student learning outcomes. Goodwin and Rouleau present a blend of new ideas and proven techniques to enhance classroom practices, with a focus on teaching approaches that adapt to the needs of today's students. Key strategies include goal-setting, providing feedback, and cooperative learning.
4. Rethinking Disability and Mathematics (15 PDPs) *By Rachel Lambert*		Rachel Lambert challenges traditional perspectives on disability and mathematics by advocating for more inclusive teaching methods. She examines how educators can rethink and redesign mathematics instruction to better accommodate students with disabilities, using Universal Design for Learning (UDL) and other frameworks to provide accessible and equitable learning opportunities in mathematics for all students.
5. True Inclusion with UDL (10 PDPs) *By Patti Kelly Ralabate*		This book provides educators with guidance on how to implement Universal Design for Learning (UDL) to create truly inclusive classrooms. Patti Kelly Ralabate explains how UDL can be used to ensure that all students, regardless of their backgrounds or abilities, have equal access to learning opportunities. The book includes practical strategies for designing lessons that accommodate diverse learners.
6. Intentional and Targeted Teaching (8 PDPs) *By Douglas Fisher, Nancy Frey, and Stefani Arzonetti*		This book emphasizes the importance of intentionality in teaching, advocating for educators to make deliberate, well-thought-out decisions in their instruction. Fisher, Frey, and Hite focus on targeted teaching strategies that are responsive to student needs, using formative assessment and data to guide instruction. The book

HITE		PROVIDES STRATEGIES FOR DIFFERENTIATING INSTRUCTION AND MEETING DIVERSE STUDENT NEEDS.
7. Make It Stick: The Science of Successful Learning (15 PDPs) *By Peter Brown, Henry Roediger III, and Mark McDaniel*		In *Make It Stick*, the authors delve into the science behind effective learning techniques, debunking common myths about studying and memorization. Based on cognitive science research, the book explains how techniques like spaced repetition, retrieval practice, and interleaving can improve retention and understanding. The authors argue that learning that feels difficult is more effective and long-lasting.
8. How Scaffolding Works (10 PDPs) *By Nancy Frey, Douglas Fisher, and John Almarode*		This book explores the concept of scaffolding in education and how it helps students progress from dependent to independent learners. Frey, Fisher, and Almarode provide strategies for implementing scaffolding techniques across various subjects and grade levels, focusing on providing the right level of support to guide students through challenging tasks without overwhelming them.
9. Teaching Students to Drive Their Learning (10 PDPs) *By Douglas Fisher, Nancy Frey, Sarah Ortega, and John Hattie*		*By Douglas Fisher, Nancy Frey, Sarah Ortega, and John Hattie* The authors of this book emphasize the importance of fostering student agency in the learning process. Through practical strategies and examples, Fisher, Frey, Ortega, and Hattie explain how educators can encourage students to take responsibility for their learning by setting goals, monitoring their own progress, and reflecting on their achievements. The book offers actionable advice on promoting self-directed learning.

10. How the Brain Learns (15 PDPs) *By David Sousa*		David Sousa's *How the Brain Learns* provides educators with a deep dive into the neuroscience behind learning and memory. The book explores how the brain processes information and offers insights into how educators can apply this knowledge to enhance teaching practices. Topics include the role of emotions in learning, the impact of stress, and strategies for improving retention and recall.

For each of the above texts, the following deliverables will need to be provided before PDPs can be awarded (Each individual person needs to submit the following to be eligible for PDPs):

- 2 lesson plans that incorporate your new knowledge into your lesson design
- A description of your most meaningful take-aways and a plan for applying them in your classroom
- Optional Scaffolds for lesson planning:
  - Use this lesson plan template
  - Use the UDL Flowchart
  - Peruse the UDL Exemplar Lessons and Resources
  - Use AI to help you: Magic School AI, School AI, Chat GPT, Gemini
- Optional formatting for description of take-aways and plan for application:
  - Traditional essay or paragraphs
  - Slide show
  - Thing-link
  - Powtoon
  - Comic Strip
  - Video Recording (use Google Meet, Screencastify or your phone!)
  - Creative method: Song, play, artwork
  - Infographic (try Canva or Pictochart)
  - Any other way to express your learning, as long as it meets the criteria!

Assessment Rubric: Lesson Design and Plan for Application

Criteria	Exemplary (4)	Proficient (3)	Developing (2)	Beginning (1)
1. Learning Objectives	Objectives are clear, measurable, aligned with standards, and highly relevant to student needs. They clearly support long-term learning goals.	Objectives are clear, measurable, and aligned with standards but may need refinement for student relevance or connection to broader goals.	Objectives are somewhat unclear or not entirely measurable. They may not align fully with standards or student needs.	Objectives are vague, not measurable, and misaligned with standards or student needs. Little thought is given to how they support learning goals.
2. Instr. Strategies	Strategies are highly effective, research-based, and universally designed to meet diverse student needs. Multiple methods (scaffolding, inquiry-based, collaborative) are used creatively.	Strategies are effective and based on sound research. Some differentiation is provided, but there is room for improvement in diversity of methods or adaptations.	Strategies are somewhat effective, but lack clear evidence of differentiation or research basis. Limited diversity in instructional methods.	Strategies are ineffective or not evidence-based. Lack of differentiation or attention to individual learning needs.
3. Engagement and Motivation	Lesson includes engaging, relevant activities that strongly connect to students' interests and encourage active participation. Use of technology	Lesson includes engaging activities, though connections to students' interests could be stronger. Technology or	Lesson includes activities, but they may be minimally engaging or irrelevant to students' interests. Little	Lesson lacks engaging activities. Students are unlikely to find content relevant or motivating. Technology or

	or other tools enhances learning.	tools are used but not fully integrated.	to no integration of technology.	tools are absent or poorly utilized.
4. Universal Design and Inclusion	The lesson is highly inclusive and designed with accommodations for all students, including ELLs, students with disabilities, and advanced learners, following UDL principles.	The lesson includes differentiation for a range of learners, though there may be missed opportunities to fully support certain groups or to use UDL principles.	Some attempts are made to differentiate, but not all student needs are addressed. The lesson may lack accessibility or equity considerations.	The lesson is not differentiated and does not consider the varied needs of diverse learners. Barriers to learning are not addressed.
5. Assessment and Feedback	A variety of formative and summative assessments are clearly aligned with objectives and are used to provide meaningful feedback. Opportunities for student self-assessment are included.	Assessments are aligned with objectives and provide some opportunities for feedback. Self-assessment may be included but is underdeveloped.	Assessments are included but are only loosely connected to objectives or provide limited feedback. There is little focus on student self-assessment.	Assessments are missing, poorly aligned with objectives, or provide no meaningful feedback. Self-assessment opportunities are absent.
6. Plan for Application	The plan for implementing take-aways is detailed and Anticipates challenges and provides solutions.	The plan for implementation is clear but may lack details. Challenges are considered, but solutions may be underdeveloped.	The plan is incomplete or vague. Challenges are not fully anticipated or addressed.	There is little to no plan for implementation. Important logistical considerations are missing, and

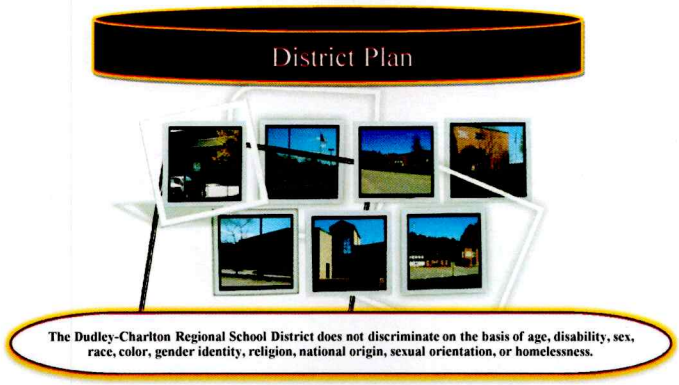
				challenges are not addressed.
7. Reflection and Adaptation	The plan includes a thoughtful reflection process for analyzing the effectiveness of the new techniques and adapting based on student outcomes.	The plan includes reflection on effectiveness, but opportunities for student feedback or adaptation may be limited or not fully developed.	The plan includes minimal reflection on effectiveness and lacks a clear process for gathering feedback or making future adaptations.	No reflection or adaptation process is included. There is no consideration of its effectiveness or gathering feedback.

Grading Scale:

- **Exemplary (4)**: 28–32 points
- **Proficient (3)**: 21–27 points
- **Developing (2)**: 14–20 points
- **Beginning (1)**: 8–13 points

Dudley-Charlton Regional School District

Approved by School Committee August 24, 2022



The Dudley-Charlton Regional School District does not discriminate on the basis of age, disability, sex, race, color, gender identity, religion, national origin, sexual orientation, or homelessness.

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I. Acknowledgements

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Overview of the Planning Process

The District Plan **(DP)** builds upon the foundational principles of the District and expresses goals, objectives, and strategies that, if accomplished, lead to the achievement of a District mission. The DP, in turn, inspires action in individual School Improvement Plans (SIP). The SIPs define the efforts made at the school level to achieve DP goals, though independent school-based goals are also included.

Purpose of the District Plan

The overall goal of the DP, and the individual School Improvement Plans is to build systemic and sustainable capacity to carry out data-supported planning going forward. Planning helps prioritize focus areas and may impact curriculum development, teaching and learning, assessment, organization, facilities improvement, and data management.

The Dudley-Charlton Regional School District can improve student learning and system effectiveness by engaging in a cycle of continuous improvement to manage its' performance. To support this purpose, we have developed a multi-year DP to support schools, students, and staff in their performance management efforts. The DP has been designed to meet local, state, federal, and program accountability requirements.

Our DP must be evaluated and revised annually based on a number of components including but not limited to:

- School Improvement Plans
- Goals and Sub Goals
- Action Steps
- Resources
- Outcomes or Measurement of Success

DCRSD Mission and Guiding Principles

Our Mission is to: *....advance the knowledge and well-being of our children and our community*

Our Guiding Principles for Civility are:

- Treat others with civility and respect
- Help others when you know they need it
- Seek help for yourself when you need it

Maintaining the DP

In the spring of each school year, the DP should be reviewed in its entirety and the plan updated for the next school year. This should precede the development of School Improvement Plans, produced by the individual school's School Council, that are closely linked to the updated DP. Goals and Sub Goals that have been accomplished may be eliminated from the future plan. Those goals that have not been completed should be carried over into the new plan. Any new goals that will be acted upon in the new school year will be supported minimally by articulated Sub Goals, Action Steps, and Measuring Success. This planning cycle, when successfully and routinely adopted, will maintain focus and stability over time.

Conclusion

For purposes of clarity, this district planning process starts as a series of separate Goals intended to be congruent. While the Goals generally should be sequentially intertwined, they will not necessarily always coincide but may overlap between the Sub Goals and Action Steps to accomplish each. As such, Dudley-Charlton staff should not feel bound to strictly interpret action steps as sequentially listed. They should feel empowered to "tweak" the Sub Goals as the work evolves.

Finally, all district and school staff should remember the purpose of the district planning process: to focus and provide a plan of action that consistently reinforces student learning and achievement.

Main Goal	Sub Goals	Action Steps	Measurement of Success
1. Strengthen the Continuum of Learning: Provide Access & Opportunity to All Students	Professional Development (PD) • Universal Design for Learning (UDL) • Inclusive practices • Teaching all students • Data analysis and application	• Provide high quality professional development to PreK-12 staff around inclusive practices, including UDL and curricula identified for adoption • Monitor and support integration of UDL practices into daily instruction • Utilize coaching, site visits, and peer observation to improve educator practice • Ongoing PD for all staff at both the building and district level • Develop a system of communication to ensure continuous feedback	• Professional development roadmap, feedback surveys, and Teachpoint records • Administrative observations and feedback • Professional Development plan for the New Teacher Institute • Elementary and Secondary frameworks for building-based professional meeting times to include data analysis and application • "Look-for" document for UDL inclusive practices
	Student service programming • Asset-based focus for student learning • Address student social, emotional, and behavioral needs • Strengthen and/or create specialized programming • Provide structured supports for all students	• Expand programming to include a therapeutic setting K-12 to address the social, emotional and behavioral needs of students • Strengthen the Multi-Tiered Systems of Support (**MISS**) Framework for both academic and social-emotional learning	• Establish a therapeutic program at the elementary and high school levels, with early elementary to follow • MTSS framework documents for elementary and secondary levels to include curriculum programs and assessments • Instructional Support Team meeting minutes, caseload analysis
	• Monitor utilization of District Curriculum Accommodation Plan (**DCAP**) • Entry/Exit criteria for Special Education services • Entry/Exit criteria for intervention-enrichment support • Identification and implementation of high-quality intervention materials and practices	• Review and update DCAP • Monitor the use of DCAP provisions • In conjunction with Special Education staff, develop clear entry/exit criteria for specialized programming • In conjunction with intervention providers, develop a clear entry/exit plan for Tiers II and III programming • Inventory and supplement High Quality Instructional Material (**HQIM**) for Tier II and III interventions • Use curriculum adoption procedures to identify high quality curricula and assessments need to strengthen MTSS	• Updated DCAP • Update location and accessibility of DCAP on school website • Establish intervention plans with clear entry/exit requirements • MTSS framework documents to include curriculum programs and assessments • Consistent use of HQIM across grade-level schools to establish intervention and specialized programming access points • Identify Academic Enrichment Opportunities • Educator observations and feedback

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Main Goal	Sub Goals	Action Steps	Measurement of Success
2. Strengthen Systemic Practices & Processes: Improving Student Achievement & Outcomes	• Data Analysis • Establish a process for regular curriculum adoption and review • Align District-wide IST practices/procedures • Expand opportunities for peer observations • Utilize standardized universal screeners across district (Math & ELA) • Utilize standardized progress monitoring tools (PreK-12) • Strengthen systems of student discipline, addressing at-risk students, and student attendance	• Identify benchmarks and how we are going to capture benchmarks/progress monitoring for all students PreK-12 • Benchmarking schedules ELA/Mathematics PreK-12 • Provide teacher time to analyze benchmarking/progress monitoring data for their students • Add *What I Need Now* (**WINN**) blocks in all master schedules PreK-8 • Establish Instructional Support Team (**IST**) meeting and parent communication norms • Establish IST required data points • Establish IST instructional practices (DCAP) for consideration in general education classrooms • Establish IST internal consultation practices • Create a PreK-12 multi-year curriculum review and adoption plan and committees • Meet the expectations of SC policy IGA • Establish norms of behavior and appropriate responses to variances from these norms • Research alternative disciplinary practices • Research age (grade-span) distributive practices with classroom teachers • Increase consistency in instructional grade-span practice • Establish protocols to improve student attendance • Identify access to tutoring to support opportunities for students grades 5-12 to eliminate barriers to learning • Research Saturday sessions for SHRHS to address work or school avoidance behaviors • Expand "HES IMPACT" like programs across all PrK-4 schools (HES IMPACT is a before school program from drop off to the end of homeroom that works on social skills and community involvement for at risk students)	• All students will participate in scheduled benchmark testing • Establish criteria for meeting for entrance and exit into support programs • All DCRSD students will have data points in Mathematics and ELA at the end of the 2022-2023 school year (3 - points PreK-9) • Data will be analyzed by classroom teachers to identify student needs and establish flex grouping in relation to the efficacy of WINN blocks. • Data will drive IST process • Data will drive placement for Title I, Reading, and assignment opportunities during the WINN block • Instructional materials are vetted and approved by the school committee • Reduction in frequency and severity of discipline incidents • Reduction in missed instructional time resulting from conventional disciplinary practices • Increased attendance rate for at-risk students (defined as students failing 2 or more classes or students who have exceeded the maximum number of "allowed" or "excused" absences



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Main Goal	Sub Goals	Action Steps	Measurement of Success
3. Strengthen Family and Community Engagement, Partnerships, and Communication	• Explore full day preschool • Evaluate grade configurations and school capacity • Build avenues for communication regarding finance and budget • Extend opportunities for internships and job placements for students working on transitional goals • Align fundraising efforts with existing district affiliated parent organizations • Expand established relationships with higher education institutions • Strengthen volunteerism opportunities	• Offer at least one parent (and connected student) a workshop on a topic related to academics, social media, or other identified need(s) • Increase social media connectivity with caregivers and the community • SHRHS, in conjunction with elementary schools, will offer internship experiences for Senior students interested in a major in education. • Develop and strengthen connections with higher education institutions and local businesses: e.g. Worcester State University, Bay Path University, Nichols College, Gentex, and Karl Storz • Establish an ad-hoc committee to explore full day PreK • Implement various Wellness Week themes and programming throughout the school year • Invite other programs to come and share. Increase grade 2-4 extracurricular activities • and clubs, with a focus on well-being Expand community service opportunities (Shepherd Hill Garden, clothing drives, • and foodbank initiatives) Maintain on-going communication with families pertaining to district happenings, such as fiscal • budget processes, policy changes, Grade configurations: research enrollment within the 7 buildings to see if there could be reconfigurations for lower class sizes.	• Communication regarding finance & budget: Emails, meetings, - meeting agendas, notes, emails, surveys, etc. • Use of Social media • Increased internship opportunities for SHRHS students • For outside institutions, documentation would be included in student resumes, partnerships would be required to sign off on hours, and if necessary, summaries of • performance. Invitations for other programs to come • into the district to support student interest After school family opportunities developed: Teaching & Learning Family Night; Title I Night • Support community fundraising efforts: • such as the Police and Fire Departments Attend local PTO meetings and events • Bring PTO/DCEF/Booster leaders together at least 2 x per year • Volunteerism: invite community members to read, participate in activities and classrooms • Notes and documents outlining the potential arrangements and class sizes based upon enrollment data • Full Day Preschool: Create a Committee, action steps, school visits, etc. • Grade Configurations: Administrative meetings to explore and discuss district classroom sizes and options. • Grades 5-12: Student-led parent/teacher conferences • Establish uniformity for global communication systems (Smore, Twitter)

November 13, 2024

District Plan Progress Report Introduction

This progress report is not intended to capture everything that has been worked on or inspired by the District Plan. Rather, it serves to highlight key areas and provide concrete evidence in support of each of the district plan's primary goals. Our intention is to offer a snapshot of progress and to recognize the efforts that have contributed to our overarching vision. These reflections are not exhaustive but instead focus on specific efforts that demonstrate how we are advancing our goals. As we work toward updating the District Improvement Plan into a comprehensive, multi-year strategy, it is important to acknowledge the successes that have been achieved and identify areas that require further attention.

Looking ahead, it will be critical to ensure the sustainability of the meaningful accomplishments we've made. We must be proactive in planning for the next steps that can solidify our progress and drive continuous improvement. While the next iteration of the District Improvement Plan may not incorporate every next step shared here, these insights will guide our future work. Our goal remains to strengthen the continuum of learning by providing all students access to the many opportunities we provide, improving achievement and outcomes for all learners, and fostering deeper community engagement. These priorities will remain central to our collective efforts as we evolve and refine our approach to learning and teaching, ensuring that each student is supported and empowered to succeed in the Dudley-Charlton Schools and beyond.

Progress Report: Strengthen the Continuum of Learning

Goal #1: Provide Access and Opportunity to All Students Through UDL Professional Development

Introduction:

During the 2022-2024 school years, the district has made significant strides toward strengthening the continuum of learning. Through a comprehensive approach that includes Universal Design for Learning (UDL) implementation, professional development, data-driven decision-making, and enhanced student support systems, the district has focused on improving access and outcomes for all students. These efforts highlight a collective commitment to fostering inclusive and supportive learning environments.

Key Areas of Progress

1. **UDL Implementation**
    - Conducted instructional coaching sessions with UDL consultant Pam Chu-Sheriff.
    - Developed a "classroom engagement look-fors" tool to provide actionable feedback on UDL practices.
    - Teachers established UDL SMART goals and submitted evidence of their implementation during the evaluation cycle.
2. **Inclusion and Special Education**
    - Performance data analysis led to a reduced reliance on academic support classes, increasing full inclusion opportunities for students with disabilities while enhancing compliance with the Least Restrictive Environment (LRE).
    - Therapeutic Learning Classrooms (TLC) were further developed to support previously outplaced students, allowing them to succeed in their home schools.
    - Added key staffing to improve specialized support, including a second Adjustment Counselor and a 0.5 FTE special education teacher to reduce specialized class sizes.
3. **Professional Development and Data-Driven PLCs**
    - Established a district-wide roadmap for professional development.
    - Integrated regular Professional Learning Community (PLC) times for data analysis, enabling teachers to refine instructional practices.
    - Developed "look-for" criteria to enhance teacher observation and evaluation processes.
4. **MTSS Implementation**
    - Partnered with Katie Novak to provide MTSS training and establish foundational frameworks.

- Delivered an MTSS Systems Overview to staff, outlining clear processes for Instructional Support Teams (IST).
- Began implementing MTSS frameworks with ongoing development of new forms and intervention protocols.

5. **Support for Academic and Behavioral Needs**
   - School Improvement Teams meet monthly to address areas such as academic support, behavior, and school climate.
   - Foundational curriculum programs and Tier II and III interventions were initiated to support students' social, emotional, and behavioral needs.
   - Piloted new IST forms and protocols to streamline student support processes.
6. **Data Utilization for Targeted Interventions**
   - Conducted comprehensive data dives using DIBELS and MAP assessments, leading to the creation of personalized WIN (What I Need) schedules for targeted student interventions.
7. **Policy and Resource Updates**
   - Updated key documents, including the DCAP and Special Education Process & Procedures manuals, to align with current best practices.
   - Revised staff handbooks to reflect updated policies and ensure consistency across the district.

Summary

These initiatives reflect a district-wide commitment to enhancing learning opportunities for all students through targeted support, professional growth, and inclusive practices. By focusing on UDL and MTSS implementation, as well as data-driven strategies, the district is building a strong foundation for sustained improvement and continued success.

Next Steps:

To build on this progress, the district should:

- **Expand UDL Implementation**: Provide ongoing professional development focused on advanced UDL strategies and expand coaching opportunities to support deeper integration of UDL across all classrooms.
- **Monitor Inclusion Practices**: Regularly review the impact of increased full-inclusion practices on student outcomes and provide targeted support where needed to ensure compliance with LRE standards.

- **Enhance MTSS Frameworks**: Continue developing and refining MTSS processes, with an emphasis on consistent implementation and the use of data to inform interventions and support.
- **Strengthen Data Systems**: Develop streamlined systems for collecting and analyzing student data in real-time, ensuring interventions are timely and effective.
- **Support Teacher Development**: Implement peer observation programs and create professional learning networks to foster collaboration and share best practices in UDL and MTSS.
- **Increase Family Engagement**: Develop initiatives to educate and involve families in UDL and MTSS frameworks, ensuring they are partners in their children's educational journey.
- **Evaluate and Adjust Policies**: Regularly assess the effectiveness of updated policies and procedures, making adjustments as needed to meet evolving student and teacher needs.

By focusing on these next steps, the district will be well-positioned to sustain and expand its progress in providing access and opportunity for all students.

Progress Report: Strengthen Systemic Practices and Processes

Goal #2: Improve Student Achievement and Outcomes Through Aligned IST Practices and Strengthened Systems for Discipline, At-Risk Students, and Attendance

Introduction:

Throughout the 2022-2024 school years, the district took significant steps to improve student achievement and outcomes by enhancing systemic practices and processes. Key initiatives included the alignment of Instructional Support Team (IST) procedures, the implementation of attendance recovery programs, and the establishment of consistent behavioral and academic standards. These efforts reflect the district's commitment to providing a supportive and structured environment for all students.

Key Areas of Progress

1. **Instructional Support and Intervention**
    - A formal IST process was re-established district-wide, guided by the Pre-Referral Intervention Manual, with regular meetings held to strategize support for struggling students.
    - IST teams were also established or strengthened across multiple schools, including consistent monthly meetings to address student needs and intervention strategies.
2. **Attendance Recovery Initiatives**
    - An attendance recovery program, supported by DESE grant funding, was implemented to assist students at risk of losing credit due to poor attendance.
    - The program began with Saturday sessions at the end of the 2024 semester, serving 20 students, with plans for additional recovery academies in 2025.
3. **Data-Driven Instruction and Benchmarking**
    - Benchmark testing schedules were established at several schools, with universal screeners and progress monitoring tools such as HMH used to track student growth in Math and Reading.
    - Schools like Charlton Middle piloted data analysis processes, while Heritage and others utilized data to inform Title I and Reading support assignments.

    - PLCs and daily Instructional Rounds were leveraged for collaborative data analysis and reflective teaching practices.
4. **Academic and Behavioral Consistency**
    - Schools initiated plans to standardize lesson elements incorporating UDL strategies, as well as grading and homework policies.
    - Behavior management systems, including structured behavioral step plans and a Behavior/Leveled Response Matrix, are under development to create clear and consistent expectations for students.
    - A cell phone policy was implemented at SHRHS to support focused learning environments.
5. **Structured Support Blocks and Enrichment Programs**
    - WINN (What I Need Now) blocks were integrated into schedules for K-4 students, providing tailored support based on individual needs.
    - Before and after-school programs, such as Champions, offered additional academic and social support at multiple schools.
6. **Professional Collaboration and Continuous Improvement**
    - Dedicated PLC time for data analysis was established, helping staff make informed instructional decisions based on student performance data.
    - Monthly School Improvement Team meetings focused on enhancing classroom strategies, student behavior, and academic performance across schools.

Summary and Next Steps:

These initiatives demonstrate a robust and unified approach to improving systemic practices and student outcomes across the district. From revitalized IST processes and attendance recovery efforts to data-driven instruction and behavioral consistency, the district is laying a solid foundation for sustained growth and success.

Next Steps:

To build on this progress, the district should:

- **Expand Professional Development**: Continue targeted training for staff on data utilization, UDL strategies, and MTSS frameworks to ensure consistency and effectiveness in instruction and interventions.
- **Refine IST Processes**: Monitor and adjust IST practices to ensure alignment across all schools, with a focus on timely and data-driven decision-making.

- **Enhance Behavioral Systems**: Finalize and implement behavior management frameworks, ensuring all staff are trained on new policies and procedures.
- **Strengthen Data Practices**: Develop a streamlined system for real-time data collection and analysis to better inform instructional strategies and track student progress.
- **Scale Attendance Recovery Programs**: Evaluate the impact of attendance recovery initiatives and explore additional strategies to improve student attendance and engagement.
- **Foster Family and Community Engagement**: Increase communication with families and community stakeholders to support attendance, behavior, and academic success initiatives.

By focusing on these areas, the district will continue to create equitable, supportive, and high-achieving learning environments for all students.

Progress Report: Strengthen Family and Community Engagement, Partnerships, and Communication

Goal #3: Strengthen family and community engagement, partnerships, and communication, and extend opportunities for internships and job placements for students working on transitional goals.

Introduction:

Throughout the 2022-2024 school years, the district has prioritized fostering meaningful connections between schools, families, and the broader community. By developing innovative partnerships, increasing family engagement, and extending opportunities for student internships and transitional job placements, the district has taken significant steps to build a supportive and collaborative educational environment. These efforts not only enhance students' learning experiences but also strengthen the district's ties with local organizations and families.

Key Areas of Progress

1. **Student and Community Partnerships**
   - Internship Opportunities: Shepherd Hill initiated student teaching internships at Mason Road and Dudley Elementary, providing hands-on experience for high school students exploring education careers.
   - Career Exploration Programs: Collaborated with the Dudley Police and Fire Departments to offer Introduction to Firefighting and Criminal Justice programs, allowing students to engage with potential career pathways.
2. **School Events and Orientation Nights**
   - Schools hosted orientation nights for PreK to Grade 1 families, fostering early connections and easing transitions.
   - Community events such as Charlton Elementary's Spooktacular Literacy Event and STEAM Night provided interactive opportunities for families to engage with their children's learning.
   - Dudley Middle organized a Summer Open House and welcomed community veterans, encouraging family participation in school activities.
3. **Community Involvement Initiatives**

- Mason Road invited local community members, including representatives from the library, fire and police departments, and other civic organizations, to participate in student activities.
- Schools like Heritage, Charlton Elementary, and Mason Road hosted Community Readers and "Mystery Reader" events to promote literacy and community engagement.

4. **Newsletters and Communication Enhancements**
   - Heritage and Dudley Middle distributed bi-monthly and monthly newsletters, keeping families informed about important updates and events.
   - Charlton Middle enhanced transparency and engagement through emails, newsletters, and family meetings, ensuring consistent communication.
5. **PTO and Community Event Participation**
   - Staff actively participated in PTO, DCEF, and other community events, strengthening relationships with families and local organizations.
   - These efforts fostered a sense of shared purpose and collaboration between schools and their communities.
6. **Workshops and Informational Events**
   - Charlton Middle scheduled workshops on topics like social media use and academic support to equip parents with tools to better support their children.
   - Dudley Middle's School Council is preparing a Grade 4 Parent Information Night for spring 2025, aimed at easing the transition for new families.
7. **Additional Community-Building Activities**
   - Schools initiated High Five Fridays with local police and fire departments, creating positive and memorable interactions for students.
   - New partnerships are being established with local organizations, including The Federated Church, Overlook, the Senior Center, and the Charlton Library, to expand community connections.

Summary and Next Steps

The district's initiatives have laid a strong foundation for building lasting relationships between schools, families, and the community. These efforts have enhanced communication, created valuable learning opportunities, and strengthened the support network for students as they work toward their academic and transitional goals.

Next Steps:

To sustain and build upon this progress, the district should:

- **Expand Internship Programs**: Broaden internship opportunities to include additional fields such as healthcare, technology, and trades, offering diverse career exploration options.
- **Strengthen Community Partnerships**: Deepen existing partnerships and seek new collaborations with local businesses and civic organizations to enhance career readiness and community involvement.
- **Increase Family Engagement**: Maintain a district-wide calendar of family-focused events, ensuring opportunities for all families to participate in school activities.
- **Enhance Communication Platforms**: Explore new ways to organize and streamline communication with consistency and uniformity.
- **Offer More Workshops**: Based on parent feedback, expand workshops to include topics like mental health, navigating post-secondary options, and digital literacy.
- **Evaluate and Adjust Strategies**: Regularly review the impact of engagement initiatives and seek feedback from families and community partners to refine strategies and ensure they meet the evolving needs of the district.

By focusing on these next steps, the district will continue to strengthen its community ties and provide students with the comprehensive support they need to thrive both academically and personally.

Respectfully submitted by:

Steven M. Lamarche

Superintendent of Schools

AC - Non-Discrimination and Access to Equal Educational Opportunity

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

POLICY - AC

Non-Discrimination and Access to Equal Educational Opportunity

I. Introduction

It is the goal of the Dudley-Charlton Regional School District to promote an environment that is free from discrimination and affirmatively provides access to employment and equal educational opportunity. Discrimination, including that based upon race, color, sex, religion, national origin, ancestry, disability, sexual orientation, or gender identity of an individual occurring in the workplace or in other settings in which individuals may be entitled access to educational opportunity, is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about discrimination or retaliation against an individual for cooperating with an investigation of a discrimination complaint is similarly unlawful and will not be tolerated. To achieve our goal, acts of discrimination or harassment will not be tolerated and we have provided procedures by which inappropriate conduct will be addressed, if encountered by an employee, student or member of the community.

Because the district takes allegation of discrimination seriously, we will respond promptly to complaints of discrimination in the workplace or educational settings and, where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goal of promoting an educational and workplace environment that is free of discrimination, the policy is not designed or intended to limit our authority to discipline or take remedial action for conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of discrimination.

II. Affirmative Statement of Release:

This policy is consistent with M.G. L. Ch. 75:5: "Every person shall have a right to attend the public schools of the town where he actually resides, subject to the following section. No school committee is required to enroll a persona who does not actually reside in the town unless said enrollment is authorized by law or by the school committee. Any person who violates or assists in the violation of this provision may be required to remit full restitution to the town of the improperly attended public schools. No person shall be excluded from or discriminated against in admission to a public school of any town, or in obtaining the advantages, privileges and courses of study of such public school on account of race, color, sex, religion, national origin, ancestry, sexual orientation, or gender identity."

All persons should take special note that, as stated above, retaliation against an individual who has complained about discrimination or harassment, and retaliation against an individual for cooperating with an investigation of a complaint, is unlawful and will not be tolerated by this organization.

III. School Admissions and Participation

(1) All public schools in the district shall admit students without regard to race, color, sex, religion, national origin, ancestry, disability, sexual orientation or gender identity.

(2) No school shall discourage in any express or implied manner, applicants for admission because of race, color, sex, religion, national origin, ancestry, disability, sexual orientation or gender identity.

(3) The national citizenship of any applicant shall not be a criterion for admission to any public school, and nor shall national citizenship be a factor in the assignment or availability of courses of student or extra-curricular activities.

(4) Any standards used as part of the admissions process to any school [as referred to in 603 CMR 26.02 (1)] shall not illegally discriminate on the basis of race, color, sex, religion, national origin, ancestry, disability, sexual orientation, or gender identity. A student's limited English-speaking ability (see MGL Ch. 71A) shall not be a deterrent to or limitation of a student's admission to a school.

(5) A school shall determine what courses or units of study are required of a student without regard to the race, color, sex, religion, national origin, ancestry, disability, sexual orientation, or gender identity of the student.

(6) A school shall not schedule students into courses or units of study on the basis of race, color, sex, religion, national origin, ancestry, disability, sexual orientation, or gender identity.

(7) All district schools shall, through their curricula, encourage respect for the human and civil rights of all individuals regardless of race, color, sex, religion, national origin, ancestry, disability, sexual orientation, or gender identity.

(8) Teachers shall review all instructional and education materials for simplistic and demeaning generalizations, lacking intellectual merit, on the basis of race, color, sex, religion, national origin, ancestry, disability, sexual orientation, or gender identity. Appropriate activities, discussions and/or supplementary materials shall be used to provide balance and context for any such stereotypes depicted in such materials.

(9) Each school shall provide equal opportunity for physical education for all students. Goals, objectives and skill development standards, where used, shall neither be designated on the basis of sex, nor designed to have an adverse impact on members of either sex.

(10) Participation in extra-curricular activities shall be actively encouraged by each school for all students regardless of race, color, sex, religion, national origin, ancestry, disability, sexual orientation, or gender identity.

IV. Active Efforts

(1) The school district shall monitor all aspects of the K through 12 school program to insure that all students regardless of race, color, sex, religion, national origin, ancestry, disability, sexual orientation, or gender identity are given an opportunity to participate in all programs offered by the school including athletics and other extra-curricular activities.

(2) All schools shall strive to prevent harassment or discrimination based upon students' race, color, sex, religion, national origin, ancestry, disability, sexual orientation, or gender identity and each district school shall respond promptly to such discrimination or harassment when it has knowledge of its occurrence.

(3) The school committee and the superintendent shall provide in-service training for all school personnel at least annually regarding: (a) the prevention of discrimination and harassment based upon race, color, sex, religion, national origin, ancestry, disability, sexual orientation, or gender identity; and, (b) the appropriate methods for responding to such discrimination and harassment in a school setting.

V. Complaints of Discrimination: Procedures

If any student, employee or community member believes that he or she has been subjected to discrimination, the individual has the right to file a complaint with our organization. This may be done in writing or orally.

For specific contact information of coordinators of the following programs: Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Equal Educational Opportunities Act of 1974, MA General Laws, Chapter 76, Section 5, Title I of the Elementary and Secondary Education Act of 1965, McKinney-Vento Homeless Education Assistant Act, see the district website: www.dcrsd.org.

Any person who feels aggrieved as a result of policies and practices within the district with regard to educational opportunities regulated by 603 CMR 26:00, et seq. Will direct their complaints as follows:

- Grievances in regard to discrimination related to educational practices and opportunities shall be directed at first level to the building principal of the school which the student attends or seeks to attend.
- A resolution of the complaint or grievance will be attempted at that level. If the grievant, be they student or parent or guardian, is not satisfied with the resolution or disposition of the complaint, the grievant shall register a complaint with the superintendent of schools.

- If a just and equitable resolution of the complaint is not arrived at the level of superintendent of schools, the grievant, the parent or guardian of the grievant, shall request to be placed on the agenda of the most appropriate and convenient school committee meeting.
- Upon reviewing the matter of grievance, the school committee shall uphold the superintendent's decision, make suggestions to modify and resolve the problem or shall uphold the complainant and reverse or modify the superintendent's decision if and to the extent that in its judgment the decision was not in compliance with applicable law and this policy. The school committee decision and its reasons therefore shall be rendered in writing to the complainant, with a copy to the superintendent.

VI. Investigation of Allegations of Discrimination:

When the school district receives the complaint it will promptly investigate the allegation in a fair an expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will include private interviews with: (a) the person filing the complaint; (b) any witnesses if any; and (c) the person alleged to have committed the discriminatory action. When the district has completed its investigation it will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, the district will act promptly to eliminate the offending conduct, and where it is appropriate will also impose disciplinary action.

VII. Disciplinary Action

If it is determined that inappropriate conduct has been committed by a district employee, the district will take such action as is appropriate under the circumstances. Such action may range from retraining, to counseling to suspension or expulsion if warranted under applicable law, and may also include notification of law enforcement officials.

VIII. State and Federal Remedies

In addition to the above, if you believe you have been subjected to discrimination, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC: 180 days: MCAD: six months).

The within policy is not intended to create and shall not have the effect of creating any additional judicial or administrative cause of action or remedy (other than the internal, administrative procedures and remedies set forth respectively in Section V, VI, and VII above), nor of affecting in any way the applicable period of time for filing a claim with the EEOC or MCAD.

The United States Equal Employment Opportunity Commission	Mass. Commission Against Discrimination Worcester City Hall

JFK Federal Building Room 475 Government Center Boston, MA 02203 800-669-4000 617-565-3196 - FAX	455 Main Street, Room 101 Worcester, MA 01608 508-799-8010 508-799-8490 - FAX

The following person has been designated to handle inquiries regarding the non-discrimination policies:

District 504 Coordinator *(Items in ( ) are not approved by School Committee for Policy AC)*
(Heather Harriman)
Shepherd Hill Regional High School
68 Dudley-Oxford Rd.
Dudley, MA 01571
508-943-6700

LEGAL REFS:

Title VI, Civil Rights Act of 1964

Title VII, Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 Executive Order 11246, as amended by E.O. 11375

Equal Pay Act, as amended by the Education Amendments of 1972 Title IX, Education Amendments of 1972

Rehabilitation Act of 1973

Education for All Handicapped Children Act of 1975

No Child Left Behind Act of 2001, 20 U.S.C. § 7905 (The Boy Scouts of America Equal Access Act)

M.G.L. 71B:1 et seq. (Chapter 766 of the Acts of 1972)

Acts of 2022, Chapter 117

https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter117

CROSS REF: ACE, Nondiscrimination on the Basis of Disability

ACAB, Sexual Harassment

GBA, Equal Employment Opportunity

IJ, Instructional Materials

JB, Equal Educational Opportunities

Original Adopted Date:
March 24, 2006

Amendment Dates:
November 14, 2012
April 10, 2019

AC-R - NON-DISCRIMINATION POLICY INCLUDING HARASSMENT AND RETALIATION

The Dudley-Charlton Regional School District will respond promptly to any reports or complaints of discrimination, including harassment and retaliation, or other violations of civil rights, pursuant to our detailed response protocol. Where it is determined that discrimination or harassment has occurred, the Dudley-Charlton Regional School District will act promptly to eliminate the conduct and will impose developmentally- appropriate disciplinary, restorative, and/or corrective action.

Any member of the school community who is found, after investigation, to have engaged in any form of discrimination, including harassment or retaliation, against another member of the school community, will be subject to consequences determined appropriate by the administration. Such consequences may include restorative measures and corrective action, and/or student discipline or staff disciplinary action, up to and including termination of employment.

Definitions

"Discrimination" and "Harassment" are defined as unwelcome conduct, whether verbal or physical, that is based on any individual´s actual or perceived race*, color, sex, sexual orientation, gender identity, sex stereotypes, sex characteristics, religion, disability, age, genetic information, active military/veteran status, marital status, familial status, pregnancy or pregnancy-related conditions, homelessness, ancestry, ethnic background, national origin, or any other category protected by state or federal law, Discrimination and/or harassment includes, but is not limited to:

- Display or circulation of written materials or pictures that are degrading to a person or group described above.
- Verbal abuse or insults about, directed at, or made in the presence of, an individual or group described above.
- Any action or speech that contributes to, promotes or results in a hostile or discriminatory environment to an individual or group described above
- Any action or speech that is sufficiently severe, pervasive or persistent that it either (i) interferes with or limits the ability of an individual or group described above to participate in or benefit from employment or a program or activity of the Dudley-Charlton Regional School District; or (ii) creates an intimidating, threatening or abusive educational or working environment.

Harassment may include, but is not limited to, any unwelcome, inappropriate, or illegal physical, written, verbal, graphic, or electronic conduct, and that has the intent or effect of creating a hostile education or work environment by limiting the ability of an individual to participate in or benefit from the district´s programs and activities or by unreasonably interfering with that individual´s education or work environment or, if the conduct were to persist, would likely create a hostile educational or work environment.

Harassment includes Sexual Harassment and Sex-Based Harassment which are more specifically addressed in File ACBB.

Retaliation means intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or other Federal or State law providing protection against sex discrimination including sexual and sex-based harassment, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing as provided under District's , including in an informal resolution process, in grievance procedures and in any other actions taken by the District under § 106.44(f)(1) of Title IX.

Resources

(Items in ( ) are not approved by School Committee for Policy AC-R)

The following individual is designated as the District ADA, Title VI, Title IX, and Sexual Harassment Coordinator, and Grievance Officer for the School Committee, administration, faculty, staff, volunteers in the schools, and for parties who are contracted to perform work for the Dudley-Charlton Regional School District, and can be reached at:

(Kelly True, Assistant Superintendent)
68 Dudley-Oxford Road, Dudley, MA 01571
508.943.6888 x282

The following individual is designated as the District ADA, Title VI, Title IX, and Sexual Harassment and Civil Rights Coordinator for students in the Dudley-Charlton Regional School District.

(Kelly True, Assistant Superintendent)
68 Dudley-Oxford Road, Dudley, MA 01571
508.943.6888 x282

In addition, *(Heather Harriman)* is the District 504 Coordinator, and can be reached at:

68 Dudley-Oxford Road, Dudley, MA 01571
508.943.6888 x 278

Inquiries concerning the Dudley-Charlton Regional School District's policies and protocols, compliance with applicable laws, statutes, and regulations, and complaints may also be directed to the Superintendent. Inquiries about laws, statutes, regulations and compliance may also be directed to the Massachusetts Department of Elementary and Secondary Education or the Office for Civil Rights, U.S. Department of Education, 5 Post Office Square, 8th Floor, Suite 900, Boston, MA 02109; (617) 289-0111; Email: OCR.Boston@ed.gov; Website: www.ed.gov/ocr

*race to include traits historically associated with race, including, but not limited to, hair texture, hair type, hair length and protective hairstyles.

LEGAL REFS.:

Title VI, Civil Rights Act of 1964

Title VII, Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 Executive Order 11246, as amended by E.O. 11375

Equal Pay Act, as amended by the Education Amendments of 1972

Title IX

Education Amendments of 1972

Rehabilitation Act of 1973

Education for All Handicapped Children Act of 1975

No Child Left Behind Act of 2001, 20 U.S.C. § 7905 (The Boy Scouts of America Equal Access Act)

M.G.L. 71B:1 et seq. (Chapter 766 of the Acts of 1972)

Acts of 2022, Chapter 117

https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter117

CROSS REF: ACE, Nondiscrimination on the Basis of Disability

ACBB, Sexual Harassment

GBA, Equal Employment Opportunity

IJ, Instructional Materials

JB, Equal Educational Opportunities

ACGA, Civil Rights Grievance Procedure

ACGB, Title IX Sexual Discrimination Grievance Procedure

ACA - NONDISCRIMINATION ON THE BASIS OF SEX

The School Committee, in accordance with Title IX of the Education Amendments of 1972, declares that the school district does not and will not discriminate on the basis of sex, sexual orientation, gender identity,-sex stereotypes, sex characteristics, marital status, familial status, pregnancy or pregnancy-related conditions and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX, including in admission and employment.

The School Committee will continue to ensure fair and equitable educational and employment opportunities, without regard to sex, sexual orientation or gender identity, to all of its students and employees.

The Committee will designate an individual to act as the school district's Title IX compliance officer. All students and employees will be notified of the name and office address and telephone number of the compliance officer.

The Dudley-Charlton Regional School District shall provide a notice of non-discrimination along with the contact information for its Title IX Coordinator as set forth below. The notice shall be given to students; parents, guardians, or other authorized legal representatives of elementary school and secondary school students; employees; applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the Dudley-Charlton Regional School District.

(Items in ( ) are not approved by School Committee for Policy ACA)

NOTICE OF NONDISCRIMINATION & RELATED TITLE IX INFORMATION

The Dudley-Charlton Regional School Committee and the Dudley-Charlton Regional School District Schools do not discriminate on the basis of sex and prohibits sex discrimination, including sex-based harassment in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX may be referred to the Dudley-Charlton Regional School District's Title IX Coordinator, the U.S. Department of Education´s Office for Civil Rights, or both. The Dudley-Charlton Regional School District's Title IX Coordinator is *(Kelly True, Assistant Superintendent, 68 Dudley-Oxford Road, Dudley, MA 01571, ktrue2dcrsd.org, 508.943.6888 x282).*

The Dudley-Charlton Regional School District nondiscrimination policy and grievance procedures can be located at *(https://www.dcrsd.org/about-dcrsd/district-policies).*

To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator Title IX Coordinator is *(Kelly True, Assistant Superintendent, 68 Dudley-Oxford Road, Dudley, MA 01571, ktrue2dcrsd.org, 508.943.6888 x282).*

The District shall prominently include all elements of its notice of nondiscrimination set out above on its website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to persons entitled to notice under this section, or which are otherwise used in connection with the recruitment of students or employees.

LEGAL REFS.:

Title IX of the Education Amendments of 1972

45 CFR, Part 86, (Federal Register, 6/4/75)

M.G.L. 76:5; 76:16 (Chapter 622 of the Acts of 1971)

BESE 603 CMR 26:00

REFERENCE: USDOE Notice of Interpretation -

https://www.ed.gov/news/press-releases/us-department-education-confirms-title-ix-protects-students-discrimination-based-sexual-orientation-and-gender-identity

CROSS REF.: AC, Nondiscrimination Policy Including Harassment and Retaliation

ACGA, Civil Rights Grievance Procedure

ACGB, Title IX Sexual Discrimination Grievance Procedure

ACA-R - NONDISCRIMINATION ON THE BASIS OF SEX UNDER TITLE IX INCLUDING SEX-BASED HARASSMENT

I. The Dudley-Charlton Regional School District's obligation to respond under Title IX requires the District to be aware of discrimination based upon sex, including sex-based harassment. The District has actual notice when an allegation is made known to any school employee. Schools must treat seriously all reports of sexual discrimination, including sex-based harassment, that meet the definition of harassment and the conditions of actual notice and jurisdiction as noted whether or not the complainant files a formal complaint.

Title IX Sexual Discrimination applies to conduct that occurs within the United States in an education program or activity of the District, regardless of whether such District program or activity is conducted on or off school grounds. Additionally, under Title IX, the District has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the recipient's education program or activity or outside the United States. A District education program or activity includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sexual harassment occurred.

II. Designation of a Title IX Coordinator, Responsibilities & Training

(1) Title IX Coordinator. The District shall designate and authorize at least one employee, referred to herein as a Title IX Coordinator, to coordinate its efforts to comply with its responsibilities under Title IX. In the event the District designates more than one Title IX Coordinator, it must designate one of its Title IX Coordinators to retain ultimate oversight over those responsibilities and ensure the District's consistent compliance with its responsibilities under Title IX.

The Title IX Coordinator is responsible for coordinating the District's compliance with its obligations under Title IX and when notified of conduct that reasonably may constitute sex discrimination under Title IX is required to take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects, pursuant to Title IX 106.44(f), in part by:

(i) Treating the complainant and respondent equitably;

(ii) Offering and coordinating supportive measures, as appropriate, for the complainant and if the grievance procedures has been initiated or an informal resolution process has been offered, for the respondent as well.

(iii) Notifying parties of the grievance procedure and the informal resolution process if available and appropriate;

(iv) Initiating the grievance procedure or the informal resolution process if available, appropriate and agreed to by all parties;

(v) In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process,

determining whether to initiate a complaint of sex discrimination that complies with the grievance procedures. To make this fact-specific determination, the Title IX Coordinator must consider, at a minimum, the following factors:

(1) The complainant's request not to proceed with initiation of a complaint;

(2) The complainant's reasonable safety concerns regarding initiation of a complaint;

(3) The risk that additional acts of sex discrimination would occur if a complaint is not initiated;

(4) The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;

(5) The age and relationship of the parties, including whether the respondent is an employee of the District;

(6) The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;

(7) The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and

(8) Whether the District could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures

If, after considering these and other relevant factors, the Title IX Coordinator determines that the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or that the conduct as alleged prevents the recipient from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a complaint.

(vi) If initiating a complaint under paragraph (v) above of this section, notifying the complainant prior to doing so and appropriately addressing reasonable concerns about the complainant's safety or the safety of others, including by providing supportive measures;

(vii) Regardless of whether a complaint is initiated, taking other appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual complainant, if any, to ensure that sex discrimination does not continue or recur within the recipient's education program or activity.

Parental, family, or marital status; pregnancy or related conditions.

The Title IX Coordinator shall coordinate actions on behalf of the District to promptly and effectively prevent sex discrimination and ensure equal access to the District's education program or activity pursuant to the provisions of Title IX, §

106.40 once a student, or a person who has a legal right to act on behalf of the student, notifies the Title IX Coordinator of the student's pregnancy or related conditions. These actions shall include

(i) Informing the student, and if applicable, the person who notified the Title IX Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of the District's obligations under paragraphs Title IX, §§ 106.40(b)(1) through (5), § 106.44(j) and providing the District's notice of nondiscrimination.

(ii) Providing reasonable modifications to the District's policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access to the District's education program or activity. Each reasonable modification must be based on the student's individualized needs following consultation with the student.to determine what modifications are required. A modification is not reasonable if the District can demonstrate that it would fundamentally alter the nature of its education program or activity.

(iii) Providing the student voluntary access to any separate and comparable portion of the District's education program or activity.

(iv) Providing the student voluntary leave of absence from the District's education program or activity to cover, at minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. If the student qualifies for leave under a leave policy maintained by the District that allows a greater period of time than the medically necessary period, the student may take voluntary leave under that policy instead if the student so chooses. When the student returns to the District's education program or activity, the student must be reinstated to the academic status and, as practicable, to the extracurricular status that the student held when the voluntary leave began.

(v) Providing the student access to a lactation space, which must be a space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used by a student for expressing breast milk or breastfeeding as needed.

(vi) Not requiring supporting documentation under paragraphs (ii) through (v) above unless the documentation is necessary and reasonable for the District to determine the reasonable modifications to make or whether to take additional specific actions under paragraphs (ii) through (v) above

(vii) Treating pregnancy or related conditions in the same manner and under the same policies as any other temporary medical conditions with respect to any medical or hospital benefit, service, plan, or policy the recipient administers, operates, offers, or participates in with respect to students admitted to the recipient's education program or activity.

(viii) Not requiring a student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person that the student is

physically able to participate in the recipient's class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- The recipient requires such certification of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for discrimination prohibited by this part.

(2) Delegation to designees. As appropriate, the District may delegate, or permit the Title IX Coordinator to delegate, specific duties to one or more designees.

(3) Training.

The District must ensure that the persons described in paragraphs (A) through (D) below receive training related to their duties under Title IX promptly upon hiring or change of position that alters their duties under Title IX and annually thereafter. This training must not rely on sex stereotypes.

A. All employees.

All employees must be trained on:

(i) The District's obligation to address sex discrimination in its education program or activity;

(ii) The scope of conduct that constitutes sex discrimination under Title IX, including the definition of sex-based harassment; and

(iii) All applicable notification and information requirements in response to reports of sexual discrimination and pursuant to the District's Title IX Grievance Procedure.

B. Investigators, decisionmakers, and other persons who are responsible for implementing the District's grievance procedures or have the authority to modify or terminate supportive measures.

In addition to the training requirements in paragraph A. above, all investigators, decisionmakers, and other persons who are responsible for implementing the District's grievance procedures or have the authority to modify or terminate supportive measures must be trained on the following topics to the extent related to their responsibilities:

(i) The District's obligations to respond to sexual discrimination under Title IX § 106.44;

(ii) The District's grievance procedures;

(iii) How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and

(iv) The meaning and application of the term ï¿½ï¿½relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance under Title IX.

C. Facilitators of informal resolution process.

In addition to the training requirements in paragraph A. above, all facilitators of an informal resolution process must be trained on the rules and practices associated with the District's informal resolution process and on how to serve impartially, including by avoiding conflicts of interest and bias.

D. Title IX Coordinator and designees.

In addition to the training requirements in paragraphs A. through C. above, the Title IX Coordinator and any designees must be trained on their specific responsibilities as set forth in paragraph (1) above and the requirements of the District's recordkeeping system.

III. Receipt of Complaint

The Superintendent in consultation with the Title IX Coordinator shall designate the principal of each school in the district, or their designee (or some other appropriate employee(s)) as the initial entity to receive a sex discrimination complaint, including sexual and sex-based harassment. The Title IX Coordinator shall be informed, as soon as possible, of the filing of the complaint. Nothing in the District's policy shall prevent any person from reporting the prohibited conduct to someone other than those above designated complaint recipients. The investigating officer may receive the complaint orally or in writing, and the investigation shall be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances and in compliance with applicable law. The investigation will be prompt, thorough, and impartial, and will include, at least, a private interview with the person filing the complaint and with witnesses. Also, the alleged harasser will be interviewed. When the investigation is completed, the complaint recipient will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

IV. Notification Requirements and Confidential Employees

All non-confidential employees are required to notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX.

(1) The District shall notify all participants in the District's education program or activity of how to contact its confidential employees, if any.

(2) The District shall require a confidential employee to explain to any person who informs the confidential employee of conduct that reasonably may constitute sex discrimination under Title IX:

(i) The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination;

(ii) How to contact the recipient's Title IX Coordinator and how to make a complaint of sex discrimination; and

(iii) That the Title IX Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

A confidential employee is:

(1) An employee of the District whose communications are privileged or confidential under Federal or State law. The employee's confidential status, for purposes of this part, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies;

(2) An employee of the District whom the recipient has designated as confidential under this part for the purpose of providing services to persons related to sex discrimination. If the employee also has a duty not associated with providing those services, the employee's confidential status is only with respect to information received about sex discrimination in connection with providing those services.

V. Students With Disabilities

In the course implementing supportive measures, informal resolution, and/or a grievance procedure, and throughout the same, if either a complainant or respondent is an elementary or secondary student with a disability, the Title IX Coordinator must consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, 34 CFR 300.321, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under 34 CFR 104.35(c), if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794.

VI. Emergency Removal & Administrative Leave

1. The District may remove a respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision shall not be construed to modify any rights under the Individuals with

Disabilities Education Act, 20 U.S.C. 1400 *et seq.,* Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, or the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*

2. The District may place an employee respondent on administrative leave from employment responsibilities during the pendency of the District's grievance procedures. This provision shall not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, or the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*

VII. Use of Supportive Measures

Supportive Measures are individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the Complainant or Respondent, while designed to ensure equal educational access, protect safety, and/or deter sexual discrimination

Supportive Measures may be offered before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. 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, and/or deter sexual discrimination.

Supportive measures available to complainants and respondents include but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work locations; leaves of absence; increased security and monitoring of certain areas of the building and/or campus; and other similar measures. Violations of the restrictions imposed by supportive measures may be considered a violation of school rules and may also be considered in determining whether sexual discrimination has occurred.

VIII. Grievance Procedure

Allegations of conduct that meet the definition of sexual discrimination, including sex-based harassment under Title IX will be addressed through the Title IX Sexual Discrimination Grievance Procedure. Allegations of conduct that meet the definition of sexual discrimination, including sex-based harassment under Title IX, and simultaneously meet the definitions of sexual harassment under Title VII of the Civil Rights Act of 1964 (employees), M.G.L. c. 151B (employees), and/or M.G.L. c. 151C (students), will also be addressed through the Title IX Sexual Discrimination Grievance Procedure.

Allegations of conduct that do not meet the definition of sexual discrimination, including sex-based harassment under Title IX, but could, if proven, meet the definition(s) of sexual harassment under Title VII (employees), M.G.L. c. 151B (employees), and/or M.G.L. c. 151C (students), will be addressed through the District's Civil Rights Grievance Procedure. (See exception under Section II, Part 4, Step 4 below). The definitions of sexual harassment under Title VII, M.G.L. c. 151B, and M.G.L. c. 151C are set out in the Civil Rights Grievance Procedure.

IX. Informal Resolution

After a Formal Complaint is filed, and prior to determining whether sex discrimination occurred, the District may, at its discretion, opt to offer and facilitate informal resolution options, such as mediation or restorative justice. Both parties must give voluntary, informed, written consent to attempt any offered informal resolution. Any informal resolution under this Procedure will be facilitated by trained personnel.

(1) The informal resolution process is not available to resolve allegations that an employee engaged in sex-based harassment of a student or if such a process would conflict with Federal, State or local law.

(2) The informal process is voluntary, and the respondent may terminate or decline any informal process at any time and resume the Formal Complaint grievance process. The District, as a condition of participation, must not require the parties to waive the right to an investigation and determination of a complaint as a condition of enrollment or continuing enrollment, or employment or continuing employment, or the exercise of any other right.

(3) The informal process shall not exceed thirty (30) calendar days, during which time the timelines of the Formal Complaint process will be stayed.

X. Due Process and Fairness

The District shall provide due process protections which include the following:

1) Equitable treatment of complainants and respondents.

2) Presumption that the respondent is not responsible until a determination is made.

3) Prompt timeframes for all major stages.

4) Reasonable steps to protect privacy of parties and witnesses during the grievance procedures.

5) Objective evaluation of relevant evidence and the exclusion of impermissible evidence.

6) If the District adopts procedures that apply to the resolution of only some complaints, articulate principles for how the District will determine which procedures apply.

7) Notice of allegations to the parties containing sufficient details to permit a party to prepare for any initial interview and proceed with a factual investigation.

8) Permitted dismissals in certain circumstances so long as the District offers an appeal and, as appropriate, supportive measures, and takes other steps to ensure sex discrimination does not continue or recur.

9) Permitted consolidation of complaints in certain circumstances.

10) Burden on the District to gather evidence and decide what is relevant or impermissible.

11) Equal opportunity for the parties to present fact witnesses and other evidence.

12) Equal opportunity for the parties to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence (and if the District provides access to a description, it must provide access to the underlying evidence upon the request of any party); a reasonable opportunity to respond; and a requirement that the District take reasonable steps to prevent and address unauthorized disclosures.

13) A process for assessing credibility when credibility is in dispute and relevant.

14) Use of a preponderance of the evidence standard of proof to determine whether sex discrimination occurred, unless the clear and convincing evidence standard is used in all other comparable proceedings, in which case that standard may be used.

15) The decision maker shall not be the same person as the Title IX Coordinator or investigator unless the District otherwise provides for the same in the Grievance Procedure and specifically sets forth under what circumstances a single-investigator model may be used.

16) The facilitator for any informal resolution process shall not be the same person as the investigator or the decisionmaker in the District´s grievance procedures.

17) The decisionmaker for any appeal shall not have taken part in an investigation of the allegations or dismissal of the complaint;

18) If it is determined that sex discrimination occurred, remedies for the complainant or others; disciplinary sanctions for those found responsible; and other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur.

19) Title IX Coordinators, investigators, and decision-makers must be free from bias or conflict of interest;

20) Equal opportunity for parties to appeal, where an appeal is offered;

21) Upon filing a formal complaint, the school must give written notice to the parties containing sufficient details to permit a party to prepare for any initial interview and proceed with a factual investigation. For K-12 schools a hearing is optional but the parties must be allowed to submit written questions to challenge each other's credibility before the decision-maker makes a determination. After the investigation, a written determination must be sent to both parties explaining each allegation, whether the respondent is responsible or not responsible, including the facts and evidence on which the conclusion was based by applying either the preponderance of the evidence or the clear and convincing standard; however, a school can use the lower preponderance standards only if it uses that standard for conduct code violations that do not involve sexual harassment but carry the same

maximum disciplinary sanction. As long as the process is voluntary for all parties, after being fully informed and written consent is provided by both parties, a school may facilitate informal resolution of a sexual complaint.

22) An informal investigation process that may, upon the request of the complainant be followed by a formal process.

XI. Record Keeping

The District shall create records in accordance with its obligations under Title IX as noted below and maintain the same for a period of seven (7) years:

(1) For each complaint of sex discrimination, records documenting the informal resolution process and/or the grievance procedures and the resulting outcome.

(2) For each notification the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX or records documenting the actions the District took to meet its obligations under Title IX.

(3) For all training all materials used to provide training to meet its obligations under Title IX. A District must make these training materials available upon request for inspection by members of the public.

CROSS REFS: ACGA, Civil Rights Grievance Procedure

ACGB, Title IX Sexual Discrimination Grievance Procedure

ACGA - CIVIL RIGHTS GRIEVANCE PROCEDURE

The Dudley-Charlton Regional School District is committed to maintaining school environments free of discrimination, harassment or retaliation based on race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, age, or disability.

Harassment, discrimination, and retaliation in any form or for any reason is prohibited. This includes harassment or discrimination by administrators, personnel, students, vendors and other individuals in school or at school related events. Retaliation against any individual who has brought harassment or discrimination to the attention of school officials or who has cooperated in an investigation of a complaint under this Procedure is unlawful and will not be tolerated by the Dudley-Charlton Regional School District.

Persons who engage in harassment, discrimination or retaliation may be subject to disciplinary action, including, but not limited to reprimand, suspension, termination/expulsion or other sanctions as determined by the school district administration, subject to applicable procedural requirements.

Non-Applicability of This Procedure to Title IX Sexual Discrimination Allegations

This policy (ACGA, Civil Rights Grievance Procedure) shall not apply to reports of sexual discrimination as defined under Title IX of the Education Amendment of 1972 and its implementing regulations ("Title IX") effective August of 2024.

Allegations of conduct that could, if proven, meet the definition of sexual harassment under Title IX shall be addressed through the District´s Title IX Sexual Discrimination Grievance Procedure (ACGB). Similarly, allegations of conduct that meet the definition of sex-based harassment under Title IX, and simultaneously meet the definitions of sexual harassment under Title VII (employees), M.G.L. c. 151B (employees), and/or M.G.L. c. 151C (students), will also be addressed through the Title IX Sexual Discrimination Grievance Procedure (ACGB).

Allegations of conduct that do not meet the definition of **sex-based** harassment under Title IX, but could, if proven, meet the definition(s) of sexual harassment under Title VII (employees), M.G.L. c. 151B (employees), and/or M.G.L. c. 151C (students), will be addressed through the *Civil Rights Grievance Procedure*.

Definitions

For the purposes of this Procedure:

A. "Discrimination" means discrimination or harassment on the basis of race, age, color, national origin, sex, sexual orientation, gender identity, disability or religion by which an individual is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity of the school district.

B. "Harassment" means unwelcome conduct on the basis of race, , age, color, national origin, sex, sexual orientation, gender identity disability, or religion that is sufficiently severe, persistent or pervasive to create or contribute to a hostile environment for the individual at school. Harassment may include insults, name-calling, off color jokes,

threats, comments, innuendoes, notes, display of pictures or symbols, gestures or other conduct which rises to the level of a hostile environment. A hostile environment is one which unreasonably interfered with an individual´s participation in, denied the individual the benefits of, or otherwise subjected the individual to discrimination under any program or activity of the District.

a. Non-Title IX Sexual Harassment

M.G.L. c. 151B, § 1 - the term "sexual harassment" is defined as sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment. Discrimination on the basis of sex shall include, but not be limited to, sexual harassment.

M.G.L. c. 151C, § 1 - the term "sexual harassment" is defined as sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of the provision of the benefits, privileges or placement services or as a basis for the evaluation of academic achievement; or (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual´s education by creating an intimidating, hostile, humiliating or sexually offensive educational environment.

Title VII of the Civil Rights Act of 1964 - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. A hostile environment on the basis of sex is created when the conduct is sufficiently severe or pervasive to alter the conditions of employment.

When determining whether an environment is hostile, the District shall consider the context, nature, frequency, and location of the incidents as well as the credibility of witnesses and the identity, number and relationships of the persons involved. The District must consider whether the alleged harassment was sufficient to have created such an environment for a reasonable person of the same age, gender, and experience as the Complainant, and under similar circumstances. Off-campus conduct may constitute harassment if it creates a hostile environment at school for the victim; however, conduct does not constitute harassment where the incident occurs off-campus at a non-school sponsored activity and does not create a hostile environment at school for the victim.

C. Retaliation: Retaliatory acts against any individual who exercises their rights under the civil rights statutes covered by this Procedure or the Title IX Sexual Harassment Grievance Procedure are considered to be discrimination and are unlawful. Individuals are prohibited from coercing, intimidating, threatening, or interfering with an individual because the individual exercised any right granted or protected under these procedures and/or the Title IX Sexual Harassment Grievance Procedure.

D. Complainant: An individual who is alleged to be the victim of conduct that could constitute discrimination, harassment, or retaliation under this Procedure. Parents and/or legal guardians of a complainant are not considered a complainant but may file formal complaints on behalf of a minor child and act on behalf of the minor child in any civil rights matter.

E. Party or Parties: The complainant and/or respondent.

F. Principal: The Principal or Principal's designee.

G. Respondent: An individual who has been reported to be the perpetrator of conduct that could constitute discrimination, harassment, or retaliation under this Procedure.

How to make a complaint

Any student or employee who believes that he/she has been discriminated against or harassed should report their concern promptly to the Principal or Civil Rights Coordinator. Students may also report incidents of harassing conduct to a teacher, administrator, or guidance counselor. Any complaint received by a school personnel shall be promptly reported to the Principal or Civil Rights Coordinator. A complaint will not be dismissed because it was reported to the incorrect school personnel. Students or employees who are unsure whether discrimination, harassment, or retaliation has occurred are encouraged to discuss the situation with the Principal. There may be instances where another third-party, who has not experienced but is aware of the occurrence of prohibited conduct, may bring a complaint under this Procedure. In such circumstances, that person is referred to as the "reporter."

A. Any District employee who observes or receives a report of discrimination, harassment or retaliation shall promptly notify the Principal or Civil Rights Coordinator, identified below. Any District employee who observes discrimination, harassment or retaliation against a student should intervene to stop the conduct and report it to Principal. Upon receipt of a report of discrimination, harassment or retaliation, the Principal shall promptly inform the relevant Civil Rights Coordinator of the report, and the District will respond in a manner consistent with this Procedure. If the report involves an accusation against the Principal or Civil Rights Coordinator, the employee shall report the incident to the Superintendent or designee.

B. Informal Reports: Individuals may wish to file a formal complaint of discrimination, harassment or retaliation, or to report informally (i.e., without initiating a formal complaint). Such informal reports may be made to the Principal or Civil Rights Coordinator. The District shall inform anyone making an informal report that they may initiate a formal complaint at any time, regardless of what steps are being or have been taken in response to an informal report.

C. Anonymous Reports: Complainants and reporters should be aware that although the District will often be able to maintain confidentiality of reporting persons, the District may sometimes be required to take actions to protect the safety of the school community that may result in the identity of the reporting person being disclosed (to the police, for example). When reporters or Complainants seek to remain anonymous or have their identities kept confidential, they will be informed that honoring such a request may limit the ability of the District to respond fully to any reported event, including limitations on the ability to take disciplinary action against a Respondent.

D. Informal Process: If the District concludes that it is possible to resolve a matter, whether after formal complaint or an informal report, in a prompt, fair and adequate manner through an informal process involving, and with the consent of, the Complainant and Respondent, the District may seek to do so. The informal process is voluntary, and the Complainant and/or Respondent may terminate or decline any informal process at any time, without penalty.

E. Formal Process: A formal complaint shall state (if known to the reporter or Complainant) the name(s) of the persons involved and witnesses to the conduct, describe the conduct, and identify, to the extent possible, the dates and locations of the conduct. The complaint shall be signed and dated by the reporter and/or Complainant. Complaints will be investigated promptly and equitably by the Civil Rights Coordinator or Principal. Investigations may be initiated whenever warranted, in the absence of a formal complaint, or after a formal complaint has been withdrawn.

F. Initial Assessments: The Civil Rights Coordinator or Principal will make an initial assessment following a complaint. Based on that assessment, the Civil Rights Coordinator or Principal may: (a) if the conduct, even if substantiated, would not constitute harassment, discrimination or retaliation, dismiss the complaint; (b) if the alleged conduct (or complaint) could not, even if true, constitute discrimination, harassment or retaliation, but is within the scope of another procedure, the Civil Rights Coordinator shall refer the matter to the appropriate personnel; (c) if the Civil Rights Coordinator or Principal concludes that it is possible to resolve the complaint in a prompt, fair and adequate manner through an informal process involving and with the consent of both parties, the Civil Rights Coordinator or Principal may seek to do so in accordance with Section D, above; or (d) if the alleged conduct, if substantiated, would constitute discrimination, harassment or retaliation, the Civil Rights Coordinator or Principal will initiate an investigation. The Civil Rights Coordinator or Principal may also identify and initiate any interim measures. See Section G.

G. Interim Measures: The District will provide prompt and reasonable interim measures during the pendency of the investigation, if appropriate, to support and protect the safety of the parties, the educational environment, and the District and/or school community; to deter retaliation; and to preserve the integrity of the investigation and resolution process. Any interim measures will be monitored to ensure they are effective based on the evolving needs of the parties. Violations of the restrictions imposed by interim measures could be considered a violation of school rules and may be considered in determining whether discrimination, harassment or retaliation has occurred.

H. Timeframes: The District will seek to complete any investigation within twenty (20) school days after receipt of a complaint and provide the written notice of the outcome of the investigation within twenty-five (25) school days. The investigator may impose reasonable timeframes on all parties to facilitate the timely completion of the investigation. The investigator may extend the investigation period beyond the time period identified due to extenuating circumstances, including but not limited to availability and cooperation of witnesses, complexity of the investigation, school vacation periods, and the involvement of law enforcement and other outside agency investigations. If a complaint or report of discrimination, harassment or retaliation is received within three (3) weeks of the end of the academic school year, the investigator will attempt to complete the investigation by the end of the school year. In the event that the investigation extends beyond the last day of school, the District will make reasonable efforts to complete the investigation within the above-referenced time frame, but may extend the investigation period to account for the availability of witnesses during the summer vacation period. If the investigator extends the investigation, they will notify the Complainant and Respondent of the extension. A report to the law enforcement will not automatically delay an investigation; however, a request from law enforcement to delay the investigation may require a temporary suspension of an investigation, and the District will promptly resume its investigation upon being advised that law enforcement's evidence gathering is completed. Any interim measures provided to the parties may continue during the period of postponement. See Section G.

I. Under the formal resolution procedure, the complaint will be investigated by the Principal, Civil Rights Coordinator or other individual designated by the Principal or Civil Rights Coordinator who has responsibility for seeking and gathering evidence relative to the investigation. A formal complaint against an employee who holds a supervisory position shall be investigated by a person who is not subject to that supervisor's authority. During the formal resolution procedure:

1. The Complainant shall be provided with an opportunity to be heard and have the opportunity to identify witnesses and other relevant evidence to the investigator.

2. The Respondent will be provided with an opportunity to be heard as part of the investigation including the opportunity to provide relevant information and identify witnesses for the investigator's consideration.

3. The privacy rights of the parties shall be maintained in accordance with applicable state and federal laws.

4. The investigator will keep a written record of the investigation process.

5. The investigation will be completed within twenty (20) school days of the date of receipt of the complaint.

6. The notification of the outcome of the investigation, including, if appropriate, a description of the remedies taken, will be provided to the parties within twenty-five (25) school days of the receipt of the complaint, unless extended for good cause.

7. Nothing in this Procedure will preclude the investigator, in their discretion, from completing the investigation sooner than the time period described above.

J. Standard of Proof: The investigation shall made factual findings based on a preponderance of the evidence standard.

K. If the investigator determines that discrimination, harassment or retaliation has occurred, the District shall take steps to eliminate the discriminatory or harassing environment, which shall include but not be limited to:

1. Identifying what steps are necessary to prevent recurrence of any discriminatory behavior, including but not limited to harassment or retaliation, and to correct its discriminatory effects if appropriate; and

2. Informing the Complainant and Respondent or, in the case of minor children, the parties' parent(s)/legal guardian(s) of the results of the investigation (in accordance with applicable state and federal privacy laws) in accordance with the above timelines. The notification will include the notice of the opportunity for appeal; however, failure to provide notice of appeal shall not constitute a violation of this policy.

The school district administration may also refer the offender for disciplinary procedures to be conducted in accordance with federal and state law. Nothing in the Civil Rights Grievance Procedure shall be interpreted as limiting or prohibiting the District's ability to take appropriate disciplinary action against the offender in accordance with the applicable code(s) of conduct or employment contracts or policies, where appropriate, prior to completion of the investigation, in accordance with the due process rights of employees and students, as applicable. When informing the parties' parent(s)/legal guardian(s) about the results of the investigation, the school district may consider appropriate notification processes when special circumstances may apply (e.g., disclosure of sexual orientation or gender identity/expression).

L. Appeal: If the Complainant or the Respondent is dissatisfied with the results of the investigation, an appeal may be made to the Superintendent or designee within seven (7) calendar days after receiving notice of the outcome of the investigation, except for circumstances in which the Respondent is subject to long-term suspension as a result of a finding of discrimination, harassment or retaliation. In such an instance, the appeal rights of the Respondent will be provided in a manner consistent with the disciplinary due process requirements applicable to the circumstances (e.g., M.G.L. c. 71, 37H, 37H ½ or 37H ¾). Appeals must be made in writing (email is sufficient) to the Superintendent, Dudley-Charlton Regional School District, 68 Dudley-Oxford Road, Dudley, MA 01571. The Superintendent will decide the appeal within thirty (30) calendar days of the date of receipt of the written appeal.

M. Identification of Civil Rights Coordinator for complaints of discrimination, harassment, and retaliation under this Procedure is:

(Items in ( ) are not approved by School Committee for Policy ACGA)

(Kelly True, Assistant Superintendent, ktrue@dcrsd.org, 508.943.6888 x282)

N. Employment Agencies: The contact information for state and federal employment discrimination enforcement agencies is as follows: (1) Federal: United States Equal Employment Opportunity Commission (EEOC); John F. Kennedy Federal Building; 15 New Sudbury Street, Room 475; Boston, MA 02203-0506; 1-800-669-4000; EEOC Boston Area Office Website: https://www.eeoc.gov/field-office/boston/location; and (2) State: Massachusetts Commission Against Discrimination (MCAD); Boston Headquarters; One Ashburton Place; Sixth Floor, Room 601; Boston, MA 02108; (617)-994-6000;

MCAD
Website: https://www.mass.gov/orgs/massachusetts-commission-against-discrimination.

LEGAL REFS.:

Section 504 of the Rehabilitation Act of 1973;

Title II of the Americans with Disabilities Act of 1990;

Title VI of the Civil Rights Act of 1964;

Title VII of the Civil Rights Act of 1964;

Title IX of the Education Amendments of 1972; the Age Act;

M.G.L. c. 151B and c. 151C; M.G.L. c. 76, § 5;

CROSS REFS.:

JICFB, Bullying Prevention

AC, Nondiscrimination

ACGB, Title IX Sexual Discrimination Grievance Procedure

ACGB - TITLE IX SEXUAL DISCRIMINATION GRIEVANCE PROCEDURE

OVERVIEW

The Dudley-Charlton Regional School District is committed to maintaining school environments free of sexual discrimination.

Sexual discrimination in any form or for any reason is prohibited. This includes sexual discrimination by administrators, personnel, students, vendors, and other individuals in school or at school related events.

The School Committee, in accordance with Title IX of the Education Amendments of 1972, declares that the school district does not and will not discriminate on the basis of sex, sexual orientation, gender identity, sex stereotypes, sex characteristics, marital status, familial status, pregnancy or pregnancy-related conditions and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX, including in admission and employment.

Retaliation against any individual who has brought sexual discrimination to the attention of school officials, or against an individual who has participated, or refused to participate, in the investigation thereof is unlawful and will not be tolerated by the Dudley-Charlton Regional School District. Conduct that reasonably may constitute retaliation is subject to this Grievance Procedure.

The Dudley-Charlton Regional School District has adopted grievance procedures that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in its education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or the Title IX regulations.

SCOPE

The Title IX Sexual Discrimination Grievance Procedure has been developed in accordance with the revised Title IX regulations, 34 CFR Part 106, effective August 1, 2024, which mandate specific procedures for responding to and investigating allegations of sexual discrimination under Title IX. This Grievance Procedure applies to all allegations of sexual discrimination under Title IX, including sex-based harassment which is further defined in the Definitions section below. For the purposes of this procedure the term "sexual discrimination" shall include the terms "sex-based harassment" and "sexual harassment" except as may otherwise be distinguished.

The Title IX Sexual Discrimination Grievance Procedure applies to conduct that occurs within the United States in an education program or activity of the District, regardless of whether such District program or activity is conducted on or off school grounds. Additionally, this Grievance Procedure applies to the District's obligation under Title IX to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the recipient's education program or activity or outside the United States. A District education program or activity includes locations,

events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sexual harassment occurred.

Allegations of conduct that meet the definition of sexual discrimination, including sex-based harassment under Title IX will be addressed through the Title IX Sexual Discrimination Grievance Procedure. Allegations of conduct that meet the definition of sexual discrimination, including sex-based harassment under Title IX, and simultaneously meet the definitions of sexual harassment under Title VII of the Civil Rights Act of 1964 (employees), M.G.L. c. 151B (employees), and/or M.G.L. c. 151C (students), will also be addressed through the Title IX Sexual Discrimination Grievance Procedure.

Allegations of conduct that do not meet the definition of sexual discrimination, including sex-based harassment under Title IX, but could, if proven, meet the definition(s) of sexual harassment under Title VII (employees), M.G.L. c. 151B (employees), and/or M.G.L. c. 151C (students), will be addressed through the District's Civil Rights Grievance Procedure. (See exception under Section II, Part 4, Step 4 below). The definitions of sexual harassment under Title VII, M.G.L. c. 151B, and M.G.L. c. 151C are set out in the Civil Rights Grievance Procedure.

Essential Requirements of Title IX Grievance Procedure:

A. The Dudley-Charlton Regional School District will treat complainants and respondents equitably.

B. The Dudley-Charlton Regional School District requires that any Title IX Coordinator, investigator, or decision-maker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decision-maker may be the same person as the Title IX Coordinator or investigator.

C. The Dudley-Charlton Regional School District presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

D. The Dudley-Charlton Regional School District has established timeframes for the major stages of the grievance procedures which are set forth in detail below. See: II Filing a Title IX Formal Complaint

E. The Dudley-Charlton Regional School District allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay as set forth below. See II. Filing a Title IX Formal Complaint, Step (10); Step 10, paragraphs (2) and (6).

F. The Dudley-Charlton Regional School District will take reasonable steps to protect the privacy of the parties and witnesses and keep the identity of complainants, respondents, and witnesses confidential, except as permitted by the Family Educational Rights and Privacy Act (FERPA), as otherwise required by law, and/or as necessary during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the

grievance procedures. The parties cannot engage in retaliation, including against witnesses.

G. The Dudley-Charlton Regional Schools will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person´s status as a complainant, respondent, or witness.

H. The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by the Dudley-Charlton Regional School District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;

- A party´s or witness´s records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the Dudley-Charlton Regional School District obtains that party´s or witness´s voluntary, written consent for use in its grievance procedures; and

- Evidence that relates to the complainant´s sexual interests or prior sexual conduct, unless evidence about the complainant´s prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant´s consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

I. In the course implementing supportive measures, informal resolution, and/or a grievance procedure, and throughout the same, if either a complainant or respondent is an elementary or secondary student with a disability, the Title IX Coordinator must consult with one or more members, as appropriate, of the student´s Individualized Education Program (IEP) team, 34 CFR 300.321, if any, or one or more members, as appropriate, of the group of persons responsible for the student´s placement decision under 34 CFR 104.35(c), if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794.

DEFINITIONS

Complainant: An individual who is alleged to be the victim of conduct that could constitute sexual discrimination under Title IX. Parents and/or legal guardians of a complainant are not considered a complainant but may file a Formal Complaint on behalf of a minor child and act on

behalf of the minor child in any Title IX matter. For the purpose of this Procedure the terms "complainant" and "alleged victim" shall have the same meaning.

Formal Complaint: A document or electronic submission filed by a complainant, that contains the complainant's physical or digital signature or otherwise indicates that the complainant is the person filing the Formal Complaint, or a document signed by the Title IX coordinator, that:

(1) alleges sexual discrimination against a respondent; and

(2) requests that the District investigate the allegation of sexual discrimination

At the time of filing a Formal Complaint, the complainant must be participating in or attempting to participate in the District's education program or activity with which the Formal Complaint is being filed.

Sex-Based: Under Title IX, Sex-Based is a form of sexual discrimination which includes three (3) types of misconduct based on sex:

(1) any instance of quid pro quo harassment by a school employee;

(2) unwelcome conduct on the basis of sex, including unwelcome conduct based on sex stereotyping or on the basis of traditional notions of masculinity and femininity, that is sufficiently severe and pervasive and objectively offensive conduct, effectively denying a person equal educational access; or

(3) any instance of sexual assault, dating violence, domestic violence, or stalking as defined below.

Sexual Assault: An offense that meets the definition of rape, fondling, incest, or statutory rape as used in the FBI's Uniform Crime Reporting system and set out below:

- Rape: The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.

- Fondling: The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental incapacity. In Massachusetts, pursuant to M.G.L. c. 265, § 13B, a child under the age of 14 is incapable of giving consent to indecent touching.

- Incest: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

- Statutory Rape: Sexual intercourse with a person who is under the statutory age of consent. In Massachusetts, pursuant to M.G.L. c. 265, § 23, the statutory age of consent is 16 years of age.

For the purposes of the definition of sexual assault, the term "consent" shall be defined in a manner consistent with Massachusetts laws.

Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting party´s statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition, dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

Domestic Violence: A felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim; by a person with whom the victim shares a child in common; by a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner; by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; by any other person against an adult or youth victim who is protected from that person´s acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

Stalking: Engaging in a "course of conduct" directed at a specific person that would cause a "reasonable person" to fear for the person´s safety or the safety of others or suffer "substantial emotional distress."

For the purposes of this definition:

"Course of conduct" means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person´s property.

"Reasonable person" means a reasonable person under similar circumstances and with similar identities to the victim.

"Substantial emotional distress" means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

Party or Parties: The complainant and/or respondent.

Principal: The Principal or Principal´s designee.

Respondent: An individual who has been reported to be the perpetrator of conduct that could constitute sexual discrimination

Superintendent: The Superintendent or Superintendent´s designee.

Supportive Measures: Individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the Complainant or Respondent, while designed to ensure equal educational access, protect safety, and/or deter sexual discrimination

- Supportive Measures may be offered before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. 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, and/or deter sexual discrimination

• Supportive measures available to complainants and respondents include but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; campus escort services; mutual restrictions on contact between the parties; changes in work locations; leaves of absence; increased security and monitoring of certain areas of the building and/or campus; and other similar measures. Violations of the restrictions imposed by supportive measures may be considered a violation of school rules and may also be considered in determining whether sexual discrimination has occurred.

Title IX Coordinator: Employee(s) designated by the District to coordinate its efforts to comply with Title IX.

I. REPORTING SEXUAL DISCRIMINATION

A. Who May Report Sexual Discrimination: Anyone may report an allegation of sexual discrimination

B. How to Report Sexual Discrimination: Individuals are encouraged to report allegations of sexual discrimination to the Title IX Coordinator or the Principal, but any District employee who receives a report of sexual discrimination will respond to the report as outlined below.

C. Internal Reporting: Any District employee who receives a report of sexual discrimination shall respond by promptly informing the Principal or Title IX Coordinator of the report. Any District employee who observes sexual discrimination of a student should intervene to stop the conduct and shall promptly inform the Principal or Title IX Coordinator of the incident. If a report involves an allegation against the Principal or Title IX Coordinator, the District employee shall instead report the allegation to the Superintendent.

Any Principal who receives a report of sexual discrimination shall promptly inform the relevant Title IX Coordinator of the report.

D. District's Response to Report: The District will respond to all reports of sexual discrimination promptly and equitably, and in a manner consistent with this Procedure and any other relevant District procedures and policies. Upon receipt of a report, the Title IX Coordinator shall:

(1) Promptly and confidentially contact the complainant to discuss the availability of supportive measures;

(2) Inform the complainant of the availability of supportive measures with or without the filing of a Title IX Formal Complaint;

(3) Consider the complainant's wishes with respect to supportive measures;

(4) If the District does not provide the complainant with supportive measures, document the reasons why such response was reasonable; and

(5) Explain to the complainant the process for filing a Title IX Formal Complaint. Only the filing of a Title IX Formal Complainant will trigger the Title IX Formal Complaint grievance process, outlined in Section II.

II. FILING A TITLE IX FORMAL COMPLAINT

Only the filing of a Title IX Formal Complaint will trigger the Title IX Formal Complaint grievance process, outlined below.

A. Who may file a Title IX Formal Complaint: Although anyone may report sexual harassment, only a complainant or a Title IX Coordinator may file a Title IX Formal Complaint. If a complainant chooses not to file a Formal Complaint, the complainant's choice to not initiate an investigation will generally 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. The Title IX Coordinator will take into account concerns articulated by the parties, the best interests of the community, fairness to all concerned, and the District's legal obligations under applicable state and federal laws. Where the Title IX Coordinator signs the Formal Complaint, the Title IX Coordinator is not a complainant or a party during the grievance process and must comply with the requirement to be free from conflicts or bias.

B. Processing of a Title IX Formal Complaint: Title IX Formal Complaints will be investigated promptly and equitably by the Title IX Coordinator or designee, as follows:

Step 1: Title IX Formal Complaint is filed:

(1) A Formal Complaint shall state (if known to the reporter or alleged victim) the name(s) of the persons involved, witnesses to the conduct, if any, a description of the conduct, and to the extent possible, the dates and locations of the conduct. A Formal Complaint will not be dismissed solely because it was not completely filled out or it was filled out incorrectly.

(2) A Formal Complaint may be filed at any time, including during non-business hours. Formal Complaints submitted outside of normal business hours will be deemed received on the following school working day.

(3) At the time of the filing of the Formal Complaint, the alleged victim must be participating in or attempting to participate in the education program or activity of the school district with which the Formal Complaint is filed.

(4) A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information for the Title IX Coordinator listed in this Procedure, and by any additional method designated by the school.

(5) Consolidation of Formal Complaints: The District may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same

facts or circumstances. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable. The District is not permitted to consolidate complaints if consolidation would violate the Family Educational Rights and Privacy Act (FERPA). Consolidation would not violate FERPA when the District obtains prior written consent from the parents or a student who has reached 18 years of age to the disclosure of their education records.

(6) The District may consider the use of the Informal Resolution Process with the consent of the parties. See Section II(E).

(7) Throughout this process, there shall be a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Step 2: Consider Supportive Measures for both the complainant and the respondent: Once a Formal Complaint is filed, the Title IX Coordinator will ensure that supportive measures are considered for both parties. See Section I(D).

Step 3: Written Notice of Allegations: Upon receipt of a Formal Complaint, the District shall send written notice to the parties which shall include:

1) The District's Title IX grievance procedures and any informal resolution process;

2) Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);

3) A statement prohibiting retaliation.

4) A statement prohibiting knowingly submitting false information;

5) A statement that the respondent is presumed not responsible for the alleged conduct;

6) That a determination regarding responsibility is made at the conclusion of the grievance process;

7) that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney; and

8) That the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If the District provides a description of the evidence the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

If, in the course of the investigation, the District decides to investigate allegations of sexual harassment that are not included in the initial written notice of allegations, the

District shall provide notice of the additional allegations to the parties whose identities are known.

Step 4: Consider Whether Dismissal of Formal Complaint Warranted: Some Formal Complaints will be subject to mandatory or discretionary dismissal under Title IX.

1) The District may dismiss a complaint of sex discrimination if:

- The District is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in the District's education program or activity and is not employed by the District;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- The District determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the District will make reasonable efforts to clarify the allegations with the complainant.

2) Upon dismissal, the District will promptly notify the complainant in writing of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the District will also notify the respondent simultaneously of the dismissal and the basis for the dismissal.

3) The District will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the District will also notify the respondent that the dismissal may be appealed. Dismissals may be appealed on the following bases:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
- The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

4) If the dismissal is appealed, the District will:

- Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;
- Implement appeal procedures equally for the parties;

- Ensure that the decision-maker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;

- Ensure that the decision-maker for the appeal has been trained consistent with the Title IX regulations;

- Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and

- Notify the parties of the result of the appeal and the rationale for the result.

5) When a complaint is dismissed, the District will, at a minimum:

- Offer supportive measures to the complainant as appropriate;

- If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and

- Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within the District's education program or activity.

6) Dismissal of a Formal Complaint for purposes of Title IX shall not preclude the District from addressing the allegations under any other relevant District policies or procedure(s), including but not limited to, the Civil Rights Grievance Procedure, the Bullying Prevention and Intervention Plan, the Student Code of Conduct, and/or a collective bargaining contract, nor will it preclude the District from addressing the allegations pursuant to the grievance process set out in Section II of this Procedure. The Title IX Coordinator shall have the discretion to make any such referrals and proceed as appropriate in regard to the allegations.

Step 5: Initial Investigation: All Formal Complaints will be investigated by the Title IX Coordinator or other individual designated to serve as the investigator by the Title IX Coordinator. The investigator shall be responsible for seeking and gathering evidence relative to the investigation. Any Formal Complaint against an employee who holds a supervisory position shall be investigated by a person who is not subject to that supervisor's authority. During the Formal Complaint resolution process:

(1) The District will provide for adequate, reliable, and impartial investigation of complaints.

(2) Standard of Proof: The investigator shall make factual findings based on a preponderance of the evidence standard.

(3) The burden is on the District —not on the parties—to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.

(4) The District will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

(5) The District shall provide equal opportunity for the parties to present fact and expert witnesses and other inculpatory and exculpatory evidence.

(6) The District shall not restrict the ability of the parties to discuss the allegations or gather evidence (e.g., no "gag" orders).

(7) Each party may have one (1) advisor of their own selection and at their own expense participate in this grievance process. In the case of a student under the age of 18, this advisor may be in addition to the student's parents/guardians. Any restrictions on the participation of an advisor will be applied equally to each party. The advisor may, but is not required to, be an attorney. Any evidence received by an advisor in this process is subject to confidentiality and may be used only for the purpose of the grievance process. Advisors are prohibited from disseminating or disclosing such evidence outside of the grievance process.

(8) The District shall send prior written notice to the parties of any investigative interviews, meetings, or hearings in which their participation is invited or expected.

(9) Privacy of Medical Treatment and Mental Health Treatment Records: The District may not access or use either the complainant's or the respondent's medical, psychological, or similar treatment records unless the District obtains the party's written consent to do so.

(10) The investigator may impose reasonable timeframes on all parties as required to facilitate the timely completion of the investigation. The investigator may extend any of the timeframes beyond the time periods identified in this Procedure for good cause. If a complaint or report of sexual discrimination is received within three (3) weeks of the end of the academic school year, the investigator will attempt to complete the investigation by the end of the school year. In the event that the investigation extends beyond the last day of school, the District will make reasonable efforts to complete the investigation within the applicable time frames, but may extend the investigation period to account for the unavailability of witnesses while school is not in session. If the investigator extends the investigation, the investigator will notify the parties of the extension and the reasons therefore in writing.

Step 6: Opportunity for Parties to Access and Respond to Evidence: The District must provide the parties with an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. send the parties, and their advisor(s) (if they have one), in electronic format or hard copy. If the District provides a description of the evidence it will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party Parties shall be afforded ten (10) calendar days to inspect, review and respond to the evidence. The District shall not require, allow, rely upon, or otherwise use evidence that constitutes information protected from disclosure by a legally recognized privilege, unless it has been waived by the holder of the privilege.

(1) Prior to providing evidence to the parties, the investigator may redact confidential information that is not directly related to the allegations or that is

otherwise barred from use under Title IX or by privilege (e.g., treatment records), the Family Educational Rights and Privacy Act and/or 603 CMR 23.00. Information that is directly related to the investigation, and that is not expressly barred from disclosure under Title IX (e.g., treatment records), the Family Educational Rights and Privacy Act, and/or 603 CMR 23.00, must be made available for review by both parties.

(2) The parties and their advisors shall be prohibited from dissemination of any of the evidence for any purpose not directly related to this grievance procedure.

Step 7: Completion of the Investigative Report: The District must send the parties, and their advisor, an Investigative Report that fairly summarizes relevant evidence but does not reach any conclusions regarding responsibility, in electronic format or hard copy, within twenty-five (25) school days of receipt of the Formal Complaint, unless otherwise extended for good cause. A copy of the Investigative Report will also be sent to the decision-maker. The decision-maker shall not be the same person as the Title IX Coordinator or investigator unless the District has otherwise provided for the same in this Grievance Procedure and has specifically sets forth under what circumstances the single-investigator model may be used.

Step 8: Parties´ Opportunity to Respond to Investigative Report: The District shall provide each party ten (10) calendar days for the parties to respond to the investigative report. The Investigative Report will notify the parties of the opportunity to submit to the decision-maker directed questions of the other party and/or any witness within that same ten (10) calendar days. (See Step 9).

Step 9: Directed Written Questions from the Parties: After the Investigative Report has been sent to the parties, but prior to reaching a determination regarding responsibility, the decision-maker shall afford both the complainant and the respondent the opportunity to submit to the decision-maker written, relevant questions of the other party or any witness, provide the party with the other party´s and/or witness´s written responses to said written questions, and allow for additional, limited follow-up questions from each party in writing. Questions that seek disclosure of information protected under a legally recognized privilege, Family Educational Rights and Privacy Act, and/or 603 CMR 23.00 shall not be permitted, unless the person holding the privilege has waived the privilege.

(1) The complainant shall be protected from answering questions about the complainant´s prior sexual behavior unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant´s consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

(2) Upon receipt of the Investigative Report, each party shall have ten (10) calendar days to submit directed relevant questions to the decision-maker in writing.

a. All questions must be posed in a respectful manner (e.g., without profanity and without attacking a person's character or motivations).

b. Questions that are not relevant will be excluded, and the decision-maker shall explain to the party posing the question the reason(s) for excluding any question.

(3) Upon receipt of the directed questions from the District, each party and witness shall have five (5) calendar days to respond to those questions in writing.[1]

(4) After receipt of the answers by the parties, any follow-up questions by the parties shall be submitted to the decision-maker in writing within three (3) calendar days, and those follow-up questions shall be responded to in writing within three (3) calendar days of receipt.

(5) Each party will be provided a copy of the other party's or witness's written answers.

Step 10: Determination of Responsibility/Findings of Fact by the Decision-Maker:

(1) The decision-maker shall issue a written determination of responsibility for any sex discrimination that was determined to have occurred under Title IX. The determination shall be sent to all parties and shall include a description of the procedural steps taken, findings of fact, conclusions about whether the alleged conduct occurred, rationale for the result as to each allegation, the range of disciplinary sanctions to which the respondent may be subject, whether remedies will be provided to the complainant, and procedures and bases for appeal. The decision-maker's written determination shall not be completed by the Title IX Coordinator or the investigator.

(2) Standard of Proof: The decision-maker shall make factual findings to determine whether sex discrimination occurred based on a preponderance of the evidence standard. The standard of proof requires the decision-maker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decision-maker is not persuaded under the applicable standard by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decision-maker will not determine that sex discrimination occurred

(3) The decision-maker's findings shall be based on an objective review of all relevant evidence, inculpatory and exculpatory, and avoid credibility determinations based on a person's status as a complainant, respondent, or witness.

(4) The decision-maker shall not draw inferences about the determination of responsibility based solely on a party's failure or refusal to answer questions.

(5) The written determination must be sent simultaneously to both parties.

(6) This determination shall be sent within twenty (20) school days of the issuance of the investigative report unless an extension is agreed upon by the parties or if the process is otherwise reasonably delayed. Except where the parties have agreed to an extension of the timeline or where the process is otherwise reasonably delayed, the written determination shall be issued within sixty (60) school days of receipt of the Formal Complaint.

C. Remedies: If the decision-maker determines that sexual discrimination has occurred, the Title IX Coordinator will, as appropriate:

(1) Coordinate the provision and implementation of remedies to a complainant and other people the District identifies as having had equal access to the District's education program or activity limited or denied by sex discrimination;

(2) Eliminate the harassing environment, which must include but need not be limited to providing remedies to a complainant that are designed to restore or preserve the complainant's equal access to the District's education programs and/or activities. These remedies may be the same individualized services as the supportive measures outlined in Section I(D) above and/or may consist of alternative interventions and/or punitive or disciplinary sanctions that burden the respondent.

(3) Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity.

D. Discipline: Persons who engage in sexual discrimination or retaliation may be subject to disciplinary action, including, but not limited to, reprimand, suspension, termination, expulsion (if applicable under M.G.L. c. 71, §§ 37H or 37H ½), or other sanctions as determined by the District administration, subject to applicable procedural requirements. The Title IX Coordinator will, as appropriate:

(1) Coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions

(2) Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity.

(3) Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and

(4) Not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination whether sex discrimination occurred.

Although the respondent may, in accordance with Title IX, be subject to emergency removal at any time, the respondent may not be subject to disciplinary sanctions for the

misconduct defined under this Procedure until after this grievance process has been completed.

No discipline may be imposed on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination.

Not withstand the above paragraph a determination of no responsibility for purposes of Title IX shall not preclude the District from addressing the allegations under any other relevant District policies or procedure(s), including but not limited to, the Civil Rights Grievance Procedure, the Bullying Prevention and Intervention Plan, the Student Code of Conduct, and/or a collective bargaining contract, nor will it preclude the District from addressing the allegations pursuant to the grievance process set out in Section II of this Procedure. The Title IX Coordinator shall have the discretion to make any such referrals and proceed as appropriate in regard to the allegations.

E. Informal Process: At any time prior to determining whether sex discrimination occurred pursuant to the district's grievance procedure, the district, at its discretion, may opt to offer and facilitate informal resolution options, such as mediation or restorative justice. The district may determine whether or not it is appropriate to offer an informal resolution process when it receives information about conduct that reasonably may constitute sex discrimination under Title IX or when a complaint of sex discrimination is made. Both parties must give voluntary, informed, written consent to attempt any offered informal resolution. Any informal resolution under this Procedure will be facilitated by trained personnel.

(1) The informal resolution process is not available to resolve allegations that an employee engaged in sex-based harassment of a student or such a process would conflict with Federal, State or local law.

(2) The informal process is voluntary, and the alleged victim and/or respondent may terminate or decline any informal process at any time and resume the Formal Complaint grievance process. The District, as a condition of participation, must not require the parties to waive the right to an investigation and determination of a complaint as a condition of enrollment or continuing enrollment, or employment or continuing employment, or the exercise of any other right.

(3) The informal process shall not exceed thirty (30) calendar days, during which time the timelines of the Formal Complaint process will be stayed.

(4) During the informal process the Title IX Coordinator shall take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity.

F. Emergency Removal under Title IX: The District may remove a respondent on an emergency basis at any time provided that the District: (1) undertakes an individualized safety and risk analysis; (2) determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual discrimination justifies removal and that there is no alternative to the respondent's

emergency removal to mitigate the threat presented; and (3) provides the respondent with notice and the opportunity to challenge the decision immediately following the removal.

G. Anonymous Reports: The District may be on notice of an allegation of sexual discrimination through receipt of an anonymous report. In cases of anonymous reports, the District's obligation is to respond in a manner that is not clearly unreasonable in light of the known circumstances. If the anonymous reporter is the complainant and they request confidentiality, the District can and should offer supportive measures to the extent consistent with maintaining the request for confidentiality. If an anonymous report is received without a disclosure of the complainant's identity, the District will be unable to provide the complainant supportive measures in response to that report. The District may in conformance with applicable state laws and regulations be required to report sexual discrimination identified in an anonymous complaint to state and/or local authorities such as the Massachusetts Department of Children and Families in conformance with state statutes and regulations and/or take actions to protect the safety of the school community (contacting the police, for example) that may result in the identity of the reporting person being disclosed. Although the District shall respond to anonymous reports of sexual discrimination in accordance with this Procedure, a Formal Complaint cannot be filed anonymously.

H. Appeals: The complainant or respondent may appeal from a determination regarding responsibility and/or from the District's dismissal of a Formal Complaint or any allegations therein, only on the following bases:

(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 had a conflict of interest or bias that affected the outcome of the matter.

(Items in ( ) are not approved by School Committee for Policy ACGB)

An appeal may be made to the Superintendent or designee within five (5) calendar days after receiving the determination of responsibility or dismissal. Appeals must be made in writing, email is sufficient, to the Superintendent, *(Steven M. Lamarche slamarche@dcrsd.org)*, Dudley-Charlton Regional School District, 68 Dudley-Oxford Road, Dudley, MA 01571, 508.943.6888 *(x142)*

The Superintendent or designee shall:

(1) Notify the parties of any appeal, including notice of the allegations consistent with paragraph (c) of this section if notice was not previously provided to the respondent;

(2) Implement appeal procedures equally for the parties;

(3) Ensure that the decision-maker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;

(4) Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging the outcome;

(5) Decide the appeal no later than thirty (30) calendar days of the date of receipt of the written appeal.

In cases in which it has been determined that a respondent student is subject to long-term suspension as a result of a finding of sexual discrimination in accordance with this Procedure, the respondent may elect to exercise their appeal under the disciplinary due process requirements applicable to the circumstances (e.g., M.G.L. c. 71, §§ 37H, 37H ½ or 37H ¾) in place of this appellate procedure.

The Title IX Formal Complaint grievance process is deemed complete when either the time period for appeal has lapsed or upon the issuance of the Superintendent's decision on a timely filed appeal.

I. Recordkeeping: Records related to this Procedure will be maintained for a period of seven (7) years:

(1) For each complaint of sex discrimination, records documenting the informal resolution process and/or the grievance procedures and the resulting outcome.

(2) For each notification the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX or records documenting the actions the District took to meet its obligations under Title IX.

J. Employment Agencies: The contact information for state and federal employment discrimination enforcement agencies is as follows: (1) Federal: United States Equal Employment Opportunity Commission (EEOC); John F. Kennedy Federal Building; 15 New Sudbury Street, Room 475; Boston, MA 02203-0506; 1-800-669-4000; EEOC Boston Area Office Website: https://www.eeoc.gov/field-office/boston/location; and (2) State: Massachusetts Commission Against Discrimination (MCAD); Boston Headquarters; One Ashburton Place; Sixth Floor, Room 601; Boston, MA 02108; (617)-994-6000; MCAD
Website: https://www.mass.gov/orgs/massachusetts-commission-against-discrimination

K. Identification of key personnel involved in Title IX process for reports and/or Formal Complaints of sexual discrimination:

Identification of key personnel involved in Title IX process for reports and/or Formal Complaints of sexual discrimination:

(Items in ( ) are not approved by School Committee for Policy ACGB)

- **Title IX Coordinator:** _____

(Kelly True, Assistant Superintendent, 508.943.6888 x282 ktrue@dcrsd.org)

- **Investigator(s):**

  - **Elementary Level:**

(Jen Desto, Principal Mason Road Elementary School, 508.943.4312, jdesto@dcrsd.org)

(Laura Ramos, Principal Charlton Elementary School, 508.248.7774, lramos@dcrsd.org)

(Christopher Audette, Principal Dudley Elementary School, 508.943.3351, caudette@dcrsd.org)

(Peter Olson, Principal Heritage Elementary School, 508.248.4884, polson@dcrsd.org)

  - **Middle School Level:**

(Gregg Desto, Principal Dudley Middle School, 508.943.2224, gdesto@dcrsd.org)

(Stacy Monette, Principal Charlton Middle School, 508.248.1423, smonette@dcrsd.org)

  - **High School:**

(Darren Elwell, Principal Shepherd Hill RHS, 508.943.6700, delwell@dcrsd.org)

  - **All Staff:**

(Kelly True, Assistant Superintendent, 508.943.6888 x282 ktrue@dcrsd.org)

- **Decision-maker:**

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(Darren Elwell, Principal Shepherd Hill RHS, 508.943.6700, delwell@dcrsd.org)

- **Appeal Officer:**

(Steven Lamarche, Superintendent, 508.943.6888 slamarche@dcrsd.org)

- **Informal Resolution Facilitator:**

(Kelly True, Assistant Superintendent, 508.943.6888 x282 ktrue@dcrsd.org)

The District will notify students, employees, applicants for admission or employment, parents and legal guardians of students, and unions of the name, title, office address, email address and

telephone number of the Title IX Coordinator. This information will be prominently displayed on the District's website.

LEGAL REFS.:

Section 504 of the Rehabilitation Act of 1973;

Title II of the Americans with Disabilities Act of 1990;

Title VI of the Civil Rights Act of 1964;

Title VII of the Civil Rights Act;

Title IX of the Education Amendments of 1972; the Age Act;

M.G.L. c. 151B and c. 151C; and M.G.L. c. 76, § 5

CROSS REFS.:

JICFB, Bullying Prevention;

AC, Nondiscrimination

ACGA, Civil Rights Grievance Procedure

JIC, Student Discipline

ADDA - ~~C.O.R.I and S.O.R.I. Requirements~~Background Checks

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

POLICY - ADDA

~~C.O.R.I and S.O.R.I. Requirements~~¶

It shall be the policy of the Dudley-Charlton Public Schools to obtain all available Criminal Offender Record Information (C.O.R.I) and Sex Offender Registry Information (S.O.R.I) from the Criminal History Systems Board of prospective employee(s) or volunteer(s) of the school department including any individual who regularly provides school related transportation to children, who may have direct and unmonitored contact with children, prior to hiring the employee(s) or to accepting any person as a volunteer. State law requires that school districts obtain C.O.R.I. data for employees of transportation vendors, e.g., yellow bus or specialized transportation, that have contracted with the schools to provide transportation to pupils. In addition, Dudley-Charlton Public Schools will also require S.O.R.I. data.

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for licensing or employment purposes. Where such checks are allowable by law, the following practices and procedures will be followed.

The Superintendent or her/his certified designees shall periodically, but not less than every three years, obtain all available Criminal Offender Record Information from the Criminal History Systems Board and Sex Offender Records Information from the Sex Offender Registry Board (SORB) on all employees. This includes individuals who regularly provide school related transportation to children, including transportation vendors, employees and volunteers who may have direct and unmonitored contact with children during their term of employment or volunteer service.

The Superintendent or his/her certified designees may also have access to Criminal ~~Offender~~ History Record ~~-~~Information and Sex Offender Records Information for any subcontractor or laborer who performs work on school grounds, and who may have direct and unmonitored contact with children, and shall notify them of this requirement and comply with the appropriate provisions of this policy.

Requesting CHRI (Criminal History Record Information) checks

Fingerprint-based CHRI checks will only be conducted as authorized by state and federal law, in accordance with all applicable state and federal rules and regulations. If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, they shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In

addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

Pursuant to a Department of Education C.O.R.I. Law Advisory dated February 17, 2003, "Direct and unmonitored contact with children means contact with a child when no other C.O.R.I. or S.O.R.I. cleared employee of the school or district is present. A person having only the potential for incidental unsupervised contact with children in commonly used areas of the school grounds, such as hallways, shall not be considered to have the potential for direct and unmonitored contact with children. These excluded areas do not include bathrooms and other isolated areas (not commonly utilized and separated by sight or sound from other staff) that are accessible to students."

In accordance with state law, all current and prospective employees, volunteers, and persons regularly providing school related transportation to children of the school district shall sign a request form authorizing receipt by the district of all available C.O.R.I. and S.O.R.I. data from the Criminal History Systems Board. In the event that a current employee has questions concerning the signing of the request form, he/she may meet with the Superintendent. However, failure to sign the C.O.R.I. or S.O.R.I request form may result in a referral to local counsel for appropriate action. Completed request forms must be kept in secure files. The School Committee, Superintendent or her/his designees certified to obtain information under this policy, shall prohibit the dissemination of school information for any purpose other than to further the protection of school children.

C.O.R.I. / S.O.R.I. is not subject to the public records law and must be kept in a secure location, separate from personnel files and may be retained for not more than three years. C.O.R.I. / S.O.R.I. may be shared with the individual to whom it pertains, upon his or her request, and in the event of an inaccurate report the individual should contact the Criminal History Systems Board or the Sex Offender Registry Board.

Access to C.O.R.I. / S.O.R.I. material must be restricted to those individuals certified to receive such information. In the case of prospective employees or volunteers, C.O.R.I / S.O.R.I. material should be obtained only where the Superintendent has determined that the applicant is qualified and may forthwith be recommended for employment or volunteer duties.

The hiring authority, subject to applicable law, reserves the exclusive right concerning any employment decision made pursuant to Chapter 385 of the Acts of 2002. The employer may consider the following factors when reviewing C.O.R.I.: the type and nature of the offense, the date of the offense, and whether the individual has been subsequently arrested, as well as any other factors the employer deems relevant.

Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on C.O.R.I. checks will be made consistent with this policy and any applicable law or regulations.

If a criminal record is received from the Criminal History Systems Board (CHSB), the Superintendent will closely compare the record provided by CHSB with the information on the

C.O.R.I. request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.

If the district is inclined to make an adverse decision based on the results of the C.O.R.I. check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the district's C.O.R.I. policy, advised of the part(s) of the record that make the individual unsuitable for the position or license, and given an opportunity to dispute the accuracy and relevance of the C.O.R.I. record.

The Superintendent shall ensure that on the application for employment and/or volunteer form there shall be a statement that as a condition of employment or volunteer service the school district is required by law to obtain Criminal Offender Record Information or Sex Offender Registry Information for any employee, individual who regularly provides school related transportation, or volunteer who may have direct and unmonitored contact with children. Current employees, persons regularly providing school related transportation, and volunteers shall also be informed in writing by the Superintendent prior to the periodic obtaining of their Criminal Offender Record Information or Sex Offender Registry Information.

The Superintendent shall amend employment applications to include questions concerning criminal records which the Massachusetts Commission Against Discrimination has determined may be legally asked of prospective employees. Any employment application which seeks information concerning prior arrests or convictions of the applicant shall include the following statement: "An applicant for employment with a sealed record on file with the commissioner of probation may answer 'no record' with respect to an inquiry herein relative to prior arrests, criminal court appearances, or convictions. An applicant for employment with a sealed record on file with the commissioner of probation may answer 'no record' to an inquiry herein relative to prior arrests or criminal court appearances. In addition, any applicant for employment may answer 'no record' with respect to any inquiry relative to prior arrests, court appearances, and adjudications in all cases of delinquency or as a child in need of service which did not result in a complaint transferred to the superior court for criminal prosecution."

Records sealed pursuant to law shall not operate to disqualify a person in any examination, appointment, or application for public service on behalf of the Commonwealth or any political subdivision thereof.

The Superintendent shall revise contracts with special education schools and other providers to require a signed statement that the provider has met all the legal requirements of the state where it is located relative to criminal background checks for employees and others having direct and unmonitored contact with children.

Determining Suitability

In determining an individual's suitability, the following factors will be considered: these factors may include, but not necessarily be limited to: the nature and gravity of the crime and the underlying conduct, the time that has passed since the offense, conviction and/or completion of the sentence, nature of the position held or sought, age of the individual at the time of the

offense, number of offenses, any relevant evidence of rehabilitation or lack thereof and any other factors deemed relevant by the district.

A record of the suitability determination will be retained. The following information will be included in the determination:

The name and date of birth of the employee or applicant;
The date on which the school employer received the national criminal history check results; and,
The suitability determination (either "suitable" or "unsuitable").

A copy of an individual's suitability determination documentation must be provided to another school employer, or to the individual, upon request of the individual for whom the school employer conducted a suitability determination.

Relying on Previous Suitability Determination.

The school employer may obtain and may rely on a favorable suitability determination from a prior employer, if the following criteria are met:

The suitability determination was made within the last seven years; and

The individual has not resided outside of Massachusetts for any period longer than three years since the suitability determination was made; and either

The individual has been employed continuously for one or more school employers or has gaps totaling no more than two years in his or her employment for school employers; or

If the individual works as a substitute employee, the individual is still deemed suitable for employment by the school employer who made a favorable suitability determination. Upon request of another school employer, the initial school employer shall provide documentation that the individual is still deemed suitable for employment by the initial school employer.

Adverse Decisions Based on CHRI

If inclined to make an adverse decision based on an individual's CHRI, the district will take the following steps prior to making a final adverse determination:

Provide the individual with a copy of their CHRI used in making the adverse decision;
Provide the individual with a copy of this CHRI Policy;
Provide the individual the opportunity to complete or challenge the accuracy of their CHRI;
and
Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time depending on the particular circumstances not to exceed thirty days to correct or complete the CHRI.

If a school employer receives criminal record information from the state or national fingerprint-based background checks that includes no disposition or is otherwise incomplete, the school employer may request that an individual, after providing him a copy of said background check, provide additional information regarding the results of the criminal background checks to assist the school employer in determining the applicant's suitability for direct and unmonitored contact with children, notwithstanding the terms of General Laws chapter 151B, S. 4,(9,9 ½). Furthermore, in exigent circumstances, a school employer may, pursuant to the terms of DESE regulations (see specific regulations in legal references), hire an employee on a conditional basis without first receiving the results of a national criminal background check. After exhausting several preliminary steps as contained in the above referenced regulation the district may require an individual to provide information regarding the individual's history of criminal convictions; however, the individual cannot be asked to provide information about juvenile adjudications or sealed convictions. The superintendent is advised to confer with legal counsel whenever they solicit information from an individual concerning their history of criminal convictions.

LEGAL REF: M.G.L. 6:167-178, 15D:7-8; **71:38R, 151B, 276, §.100A, St. 2002, c.385,** -276:100A

P.L. 92-544; Title 28 U.S.C. § 534; Title 28 C.F.R. 20.33(b)

42 U.S.C. § 16962

603 CMR 51.00¶

MCAD Regulations and D.O.E. Advisory on C.O.R.I. Law (Feb 17, 2003) 803 CMR 2.00, 3.05 (Chapter 149 of the Acts of 2004)

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Amendment Date:
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