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File: AA

SCHOOL DISTRICTS' LEGAL STATUS

The legal basis for public education in the Dover, Sherborn, and Dover-Sherborn Regional school districts (the "Districts") is vested in the will of the people as expressed in the Constitution of Massachusetts and state statutes pertaining to education.

Under the General Laws of Massachusetts, "... Every town shall maintain... a sufficient number of schools for the instruction of all children who may legally attend a public school therein."

Regional school districts are created in accordance with state law and the regional agreement approved by the member towns.

The Dover Sherborn Regional School District exists through an agreement between municipalities under laws pertaining to education and under regulations of the Massachusetts Board of Education. The area served by the Dover Sherborn Regional School District is identified in the Regional Agreement.

The schools operate under laws pertaining to education and under regulations of the Massachusetts Board of Education.

LEGAL REFS.: Constitution of Massachusetts, Part II, Chapter V, Section II
 M.G.L. 71:1
 M.G.L. 71:14B Regional School Districts Formation; Procedure
 M.G.L. 71:16 through 17:16I
 MGL 71:63

CROSS REF: BB School Committee Legal Status

FIRST READING: April 2, 2024

SECOND READING: May 7, 2024

ADOPTED: May 7, 2024

SOURCE: Joint Committee & Dover-Sherborn Regional Committee

File: AA-E

**AGREEMENT BETWEEN THE TOWNS OF DOVER AND SHERBORN, MASSACHUSETTS
WITH RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT**

This agreement entered into pursuant to chapter 71 of the General Laws of Massachusetts as amended

WITNESSETH that

WHEREAS the towns of Dover and Sherborn desire to form a Regional School District as prescribed by said chapter 71; and

WHEREAS such towns desire to enter into an agreement with respect thereto in the form provided by Section 14B of said Chapter 71

NOW THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, the towns of Dover and Sherborn do mutually agree as follows:

1. Number, Composition, Method of Selection in Terms of Office of the Members of the Regional District School Committee. The powers, duties, and liabilities of the Regional School District shall be vested in and exercised by the Regional District School Committee. Such committee shall consist of six members, of which three shall be elected by the town of Dover and three by the town of Sherborn, except that the three initial members from each town shall forthwith following acceptance of this agreement by both towns respectively be appointed by the school committee of each town, to hold office until the next annual election of such town. At such election the first succeeding members of the Committee from each town shall respectively be elected by the town, one member from each town to hold office until the first succeeding, one until the second succeeding, and one until the third succeeding annual election of such town. Thereafter all members elected at the expiration of the terms of elected members shall be elected to three-year terms at the Annual Elections of the towns. If a vacancy occurs during the term of office of a member, the successor shall be appointed to serve until the next Annual Election of such member's town by the remaining members of the Committee from such town, and a successor shall then be elected for the unexpired term, if any. Promptly upon election of the initial members and any successors, the regional district school committee shall organize the selection by ballot from their number of a chairman and by the appointment of a secretary and treasurer who may be the same person. The secretary and treasurer need not be members of the committee. The treasurer shall receive and take charge of all money belonging to the District and shall pay all bills of the District which shall have been approved by the Committee. The treasurer may by vote of the Committee be compensated for his services and shall be subject to sections 35, 52, and 109A of chapter 41 of the General Laws to the extent applicable as heretofore or hereafter amended.

*2. Location of Regional District School. The Regional District School shall be located on a suitable site in the town of Dover or the town of Sherborn to be selected by the Regional District School Committee, such site to have reasonable facility to access to both towns.

++++ Type of Regional District School. The Regional District School shall consist of grades 6 through 12, inclusive.

***3. Type of Regional District School. The Regional District School shall consist of grades 7 through 12, inclusive.

4. Apportionment of Expenses and Other Items. The several costs of construction and operation of the District and payments of principal and interest on its bonds and other evidences of indebtedness shall be apportioned as follows:

****(a) apportionment factors defined.

(1) the use apportionment factor to a Town at any time, shall mean the ratio of the number of pupils from such town in grades 6 through 12, inclusive, receiving education at the town's expense to the total number of pupils in such grades in both towns so receiving education. For purposes of this Agreement during the interval between academic years the use apportionment factor shall be that at the close of the preceding academic year. The term "academic" as used in the agreement means the calendar months in which the Regional District is in session.

+ (2) the census apportionment factor of a town for any fiscal year shall mean the ratio of the number of children in grades 5 through 11 inclusive, whose parents or guardians are residents of the town and who are enrolled for full-time attendance in public and vocational schools and classes in the Commonwealth and nonpublic schools anywhere on October 1 of the preceding fiscal year ascertained and recorded by the school committee of such town in the manner required by General Laws, chapter 72, section 2 (amended by Acts of 1966, Chapter 14, section 62) to the total number of such children in both towns on said date.

+ (b) Funded Capital Costs and Interest Thereon. Each installment of principal and interest on bonds or other evidences of indebtedness issued before January 1, 1967 and representing the capital cost of the facilities of the Regional School District shall be apportioned to each town on the basis of its use apportionment factor at November 1 preceding the fiscal year in which such installment is due. Seventy- five percent of each installment of principal and interest on bonds or other evidences of indebtedness issues after January 1, 1967 and representing the capital cost of the facilities of the Regional School District shall be apportioned to each town on the basis of its use apportionment factor at November 1 preceding the fiscal year in which such installment is due. Twenty-five percent on each installment of principal and interest upon bonds or other evidences of indebtedness issued after January 1, 1967 and representing the capital cost of the facilities of the Regional School District shall be apportioned to each town on the basis of its census apportionment factor for the fiscal year in which such installment is due. The treasurer of each town shall pay to the treasurer of the district the amount of such town's

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share of each installment of principal or interest 15 days before its due date, provided that if in 1973 the date of such installment shall precede the Annual Meeting of the Town and the treasurer may not legally make such payment, payment shall be made immediately after such Annual Meeting.

- + (c) Operating Expenses. Operating expenses shall be determined monthly and apportioned and billed by the district to each town on the basis of its use apportionment factor at November 1 the preceding fiscal year. Billing shall be made at the end of each month and payments made by each Town on or before the 15th day of the next month, except that the billings for June (including the estimated operating expenses for the rest of the month) shall be made on or before June 22 and payment made on or before June 30.
 - (d) Payments Not to Exceed Budget. The amounts required to be paid by each town under paragraphs (b) and (c) of this section shall in no event exceed in any fiscal year the amount of the annual budget certified in such town under General Laws, chapter 71, section 16B as amended, and section 8 of this agreement.
 - + (e) Adjustments. As of September 30 in each year the apportionment of operating expenses for the preceding 12 months shall be recomputed by months on the basis of use apportionment factor at the close of each month (the use apportionment factor for the last month of academic year being taken at the close such academic year). Any resulting adjustment of the total annual operating expense payable by each town shall be made by credit or debit, as may be appropriate on each Town's share of the budget for the ensuing fiscal year.
 - (f) Apportionment of State and Federal Aid. Sums received by the district as federal or state aid shall be credited to each Town in the same proportion in which such Town has borne or is obligated to bear the expense with respect to which such a with granted.
 - (g) Apportionment Provisions Applicable Forthwith. The foregoing provisions of this section 4 shall be applicable forthwith on execution of this agreement and are intended to apply to expenses of the district prior to completion of the school as well as thereafter.
5. Transportation. Transportation to and from the Regional District School and any other transportation for Regional School purposes shall be the responsibility of the Regional School District and its cost an ordinary operating expense.
 6. Separation – Admission of Other Towns. Neither town may separate from the district during the life of any bonds or other evidences of indebtedness issued by the Regional School District except as herein provided. If all such bonds or other indebtedness shall have been paid in full or the Town which desires to separate shall have paid its share of installments of principal and interest on such indebtedness to date and shall have made irrevocable deposit with a bank or trust company having combined capital were surplus of not less than five million dollars (\$5,000,000.)

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of funds for the purpose sufficient to meet such Town's share of any future maturing installments of principal and interest on any such bonds or other indebtedness, such Town may, upon the giving of one year's written notice of its intention to do so, pursuant to a majority vote of such Town at an annual or special meeting called for the purpose, withdraw from the Regional School District at the conclusion of any academic year. Until such future liability has been discharged, however, the withdrawing Town shall to the extent thereof, remain liable with respect to such bonds or other indebtedness as if it had not withdrawn. The withdrawing town's share of future maturing principal and interest shall be computed on the basis of its allocation factor at the time of giving such notice.

By amendment of this Agreement adopted in accordance with Section 7, and complying with the proviso therein contained, any other town or towns may be admitted to the Regional School District upon compliance with such provisions of law as may be applicable in such terms as may be set forth in such amendment. Such terms shall be comparable to those herein contained with any adjustments appearing desirable in light of the size and location of the additional town or other factors.

7. Amendment of Agreement. This agreement may be amended in any manner approved by both Towns at an annual meeting or special meeting called for the purpose, provided that no such amendment shall affect any obligation previously contracted by the Regional School District or affect in any manner the liability of the Regional School District upon or of the respective Towns with respect to the payment of principal or interest upon any bonds or other evidences of indebtedness issued by the Regional School District.

- ++8. Preparation and Submission of Budgets. At the opening of each academic year, the Regional District School Committee shall as promptly as practicable proceed with the preparation of a budget for the ensuing fiscal year including provision for any installment of principal or interest to become due in such year on any bonds or other evidences of indebtedness of the District. Upon the preparation of such budget, and not later than seven days prior to the date when the final budget is required to be adopted as provided herein, the Committee shall hold a public hearing in the Regional High School at which it shall present the proposed Regional School budget and shall answer any reasonable inquiries with respect thereto. Promptly after the holding of such hearing, the Regional District School Committee shall meet for the purpose of adopting a final budget with such modifications in the tentative budget as they may consider necessary or desirable. Not later than 45 days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but not later than March 31, the committee shall adopt a budget and shall deliver the same to its treasurer for certification as hereinafter provided, but said budget need not be adopted prior to February 1. Within 30 days from the date on which the budget is adopted by the Committee, but not later than April 30, the Treasurer of the Regional School Committee shall certify to the Treasurer of each of the respective Towns its share of such budget, subject to any adjustment required by paragraph (e) of section 4. The proportionate shares shall be based upon the apportionment factors of the respective towns at November 1 of the current year. Each Town shall at its next annual meeting appropriate the amount so certified.

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- +++8 (a) Outside Special Education Costs. The net cost of all special education programs for school age children required by law to be placed in educational facilities other than those of the district shall not be included as an operating expense or apportioned but shall be paid in full by the Town which would otherwise have been liable for the same but for the fact of the child's enrollment in the District's schools.

- 9. Subcommittees. The Regional School Committee may from time to time create subcommittees, the members of which need not be members of the Regional District School Committee, and assign to such committees, subject to the supervision of the Regional District School Committee, such advisory functions as the Regional District School Committee may determine. Without limiting the generality of the foregoing the Regional District School Committee may, to assisted in the construction of the regional school building, appoint a building committee to advise it with respect to plans, specifications, appointment of architects, engineers, the awarding of contracts, the supervision of construction, and any other assistance which the Regional District School Committee may desire.

- 10. Agreement Not to Limit Statutory Powers. Except as otherwise expressly provided herein no provision of this Agreement shall in any manner be deemed to limit any power now or hereafter conferred by law upon the Regional School District or the Regional District School Committee established hereby.

REGIONAL SCHOOL DISTRICT PLANNING BOARD

s/ <u>Sherwin D. Badger</u>	s/ <u>Vivian B. Levya</u>
s/ <u>David H. Treadwell</u>	s/ <u>Alfred H. Lincoln</u>
s/ <u>J. Wilbert Hutton</u>	s/ <u>Charles H. Stockton</u>

Approved

The Commonwealth of Massachusetts
 Department of Education
 s/ John J. Desmond, Jr.

The Commonwealth of Massachusetts
 Emergency Finance Board
 s/ Salvatore E Aloise
 s/ Morton H. Burdick
 s/ William A. Noonan
 s/ Herman B. Dine

March 24, 1953,

March 20, 1953

*As amended by votes taken at the annual town meetings, Monday, March 7, 1960, in the towns of Dover and Sherborn.

**This sentence amended by votes taken at the annual town meetings, Monday, March 9, 1964, in the town of Dover and Sherborn. (Refers to section 8, second sentence – later further amended, see ++ below.)

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***As amended by votes taken at the annual town meetings, March 14, 1966, in Dover and Sherborn.

****As amended by votes taken at the special town meetings, December 12, 1966, in Dover and Sherborn.

+ As amended by vote of the Dover Sherborn Regional School District Committee on January 2, 1973 as implemented under section 4 of chapter 1025 of the Acts of 1973 and is authorized under general law chapter 510 Acts of 1970. Amended by votes taken at annual town meetings: Sherborn on April 24, 1989, Dover on May 1, 1989, as follows: by deleting there from section 4 (e), which is known as the "prior year's adjustment" clause, to be effective for fiscal year 1992.

+ + As amended by vote of the Dover Sherborn Regional School District Committee on January 7, 1974, as implemented under section 4 of chapter 1025 of the Acts of 1973 and as authorized under General Law chapter 510 Acts of 1970.

+ + + As amended by votes taken at annual town meetings: Sherborn – April 20, 1980; Dover – May 12, 1980.

+ + + + As amended by votes taken at special town meetings: Dover – October 24, 1994; Sherborn – November 29, 1994

June, 1982

September, 1989

December, 1994

SOURCE: Dover-Sherborn

File: AB

THE PEOPLE AND THEIR SCHOOLS

The Dover School Committee, Sherborn School Committee, and Dover Sherborn Regional School Committee (the “School Committees”) have the dual responsibility for implementing statutory requirements pertaining to public education and local citizens' expectations for the education of the community’s youth. They also have an obligation to determine and assess citizens' desires. When citizens elect delegates to represent them in the conduct of public education, their representatives have the authority to exercise their best judgment in determining policies, making decisions, and approving procedures for carrying out the responsibility.

The School Committees therefore affirm and declare their intent to:

1. Maintain two-way communication with citizens of the communities. The public will be kept informed of the progress and challenges of the Districts, and citizens will be urged to bring their aspirations and feelings about their schools to the attention of the School Committees, which have been chosen to represent them in the management of public education.
2. Establish policies and make decisions on the basis of declared educational philosophy and goals. All decisions made by the School Committees will be made with priority given to the purposes set forth, most crucial of which is the optimal learning of the children enrolled in our Districts.
3. Act as a truly representative body for members of the communities in matters involving public education. The School Committees recognize that ultimate responsibility for public education rests with the state, but individual school committees have been assigned specific authority through state law. The School Committees will not relinquish any of this authority since they believe that decision-making control over the children's learning should be in the hands of local citizens as much as possible.

File: AC

NONDISCRIMINATION POLICY INCLUDING HARASSMENT AND RETALIATION

The School Committees and the Districts are committed to maintaining an education and work environment for all school community members that is free from all forms of discrimination, including harassment and retaliation. As such, discrimination, harassment and retaliation will not be tolerated in the Districts.

The Districts do not exclude from participation, deny the benefits of the Districts, or otherwise discriminate against, individuals on the basis of race*, color, sex, sexual orientation, gender identity, religion, disability, age, active military/veteran status, pregnancy, or pregnancy-related condition, homelessness, ancestry, ethnicity, national origin, or any other category protected by state or federal law in the administration of the Districts' education and employment policies, or in the Districts' programs and activities.

The School Committees affirm their commitment to:

1. Promoting the rights and responsibilities of all individuals as set forth in the State and Federal Constitutions, pertinent legislation, and applicable judicial interpretations.
2. Encouraging positive experiences in human values for children, youth and adults, all of whom have differing personal and family characteristics and who come from various socioeconomic, racial and ethnic groups.
3. Working toward a more integrated society and enlisting the support of individuals as well as groups and agencies, both private and governmental, in such an effort.
4. Using all appropriate communication and action techniques to air and address the grievances of individuals and groups.
5. Carefully consider, in all the decisions made within the Districts, the potential benefits or adverse consequences that those decisions might have on the community or groups therein.
6. Initiating a process of reviewing policies and practices of the Districts in order to achieve to the greatest extent possible the objectives of all of the foregoing.

The Districts require all members of the school community to conduct themselves in accordance with this policy.

It shall be a violation of this policy for any member of the school community to engage in any form of discrimination, including harassment and retaliation, or to violate any other civil right of any member of the school community. We recognize that discrimination can take a range of forms and can be targeted or unintentional; however, discrimination in any form, including harassment and retaliation, will not be tolerated.

It shall also be a violation of this policy for any school community member to subject any other member of the school community to any form of retaliation, including, but not limited to, coercion, intimidation, interference, punishment, discrimination, or harassment, for reporting or filing a complaint of discrimination, cooperating in an investigation, aiding or encouraging another member of the school community to report such conduct or file a complaint, or opposing any act or practice reasonably believed to be prohibited by this policy.

*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
ACAB, Sexual Harassment
GBA, Equal Employment Opportunity
IJ, Instructional Materials
JB, Equal Educational Opportunities

File: AC-R

NONDISCRIMINATION POLICY INCLUDING HARASSMENT AND RETALIATION

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.

While this policy sets forth our goals of promoting an environment that is free of harassment, 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 constitutes harassment as defined in this policy.

Discrimination, harassment, and retaliation are prohibited:

- on school grounds and property immediately adjacent to school grounds, at a school-sponsored or school-related activity, function, or program whether on or off school grounds, at a school bus stop, on a school bus or other vehicle owned, leased, or used by a school district; or through the use of technology or an electronic device owned, leased, or used by a school district, and
- at a location, activity, function, or program that is not school-related or through the use of technology or an electronic device that is not owned, leased, or used by a school district, if the acts create a hostile environment at school for the target or witnesses, infringe on their rights at school, or materially and substantially disrupt the education process or the orderly operation of a school.

An incident that occurs during remote learning, or on a remote learning platform, will generally be treated as occurring in school or at a school-related event. Further, incidents that involve social media, texting, or other online activity may qualify as in-school incidents even if some of the activity originates outside of school during non-school hours. Because of its pervasive presence in students' lives, social media activity, in particular, may contribute to in-school bullying or harassment regardless of when or where it originally occurs.

Definitions

"Discrimination" and "Harassment" are defined as unwelcome conduct, whether verbal, written, or physical, that is based on any individual's actual or perceived race*, color, sex, sexual orientation, gender identity, religion, disability, age, active military/veteran status, pregnancy, or pregnancy-related condition, homelessness, ancestry, ethnicity, national origin, or any other category protected by state or federal law in the administration of the Districts' education and employment policies, or in the Districts' programs and activities.

"Discrimination" and "Harassment" include, but are not limited to:

- Display or circulation of written materials or pictures that are degrading to a person or group

described above.

- Written or 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 District(s); or (ii) creates an intimidating, threatening or abusive educational or working environment.
- Any action or speech constituting a Hate Incident and/or Hate Crime.

Harassment may include, but is not limited to, any unwelcome, inappropriate, or illegal physical, written, verbal, graphic, or electronic conduct, 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.

By law, what constitutes Harassment is determined from the perspective of a reasonable person who possesses the characteristic on which the Harassment is based. Individuals should consider how their words and actions might reasonably be viewed by others. Note also that some conduct may also be covered by the District's Bullying Prevention and Intervention Policy (___) which has similar procedures for handling conduct that meets its definition of bullying¹, or the District's Policy Prohibiting Sexual Harassment (ACAB). Allegations of Title IX Sexual Harassment shall be reported and investigated pursuant to the Districts' Protocol for Investigating Sexual Harassment and Retaliation Pursuant to Title IX.

"Hate Crime" is a criminal offense committed against a person or property which is motivated, in whole or in part, by the offender's Bias (Hatred, hostility, or negative attitudes towards, or prejudice against, any group or individual on account of race, religion, ethnicity, disability, gender, gender identity, or sexual orientation)².

"Hate Incident" is an act, whether consisting of conduct, speech, or expression, to which a Bias motive is evident without regard to whether the act constitutes a crime.

Complaint and Investigation

Anyone who believes they have been harassed in violation of this policy, or who has witnessed or learned about the Harassment of another person in the school environment, should inform the Principal as soon as possible. If the individual does not wish to discuss the issue with the Principal, or if the

¹ Conduct such as verbal statements, online or social media activity, graffiti, and violent or threatening physical conduct can constitute both Harassment and bullying. As a general matter, bullying and Harassment differ to the extent that bullying, by definition, is: (1) "repeated" conduct (2) "directed at a target". "Harassment" on the other hand: (1) does not have to be repeated; (2) does not have to be targeted at a particular victim (a single, severe hate incident may create an intimidating or hostile environment); and (3) is on the basis of race, sex, gender identity, creed, color, national origin, sexual orientation, religion, marital status or disability.

² A Bias motive can be inferred from the presence of one or more Bias indicators (i.e. objective facts, circumstances, or patterns attending a criminal act(s) which, standing alone or in conjunction with other facts or circumstances, suggest that the offender's actions were motivated, in whole or in part, by any form of Bias). See 501 CMR 4.04.

Principal does not address the problem in an effective manner, the individual should inform the Superintendent. If the principal is the alleged harasser, the report should be made to the Superintendent. If the Superintendent is the alleged harasser, the report should be made to the School Committee.

Because the Districts take allegations of Harassment seriously, we will conduct a prompt, thorough, and impartial investigation of the Harassment allegations through designation of building based employees, who may include principals or their designees or, in the case of Sexual Harassment, the Title IX Coordinator. The Superintendent will recommend, in consultation with the principals, opportunities to the designated recipients for appropriate training. The District's investigation will follow the procedures prescribed by state and federal law.

With regard to alleged Hate Incidents, the District will act immediately to stop and address the incident in a manner that is consistent with its legal obligations and the District's policies and procedures including the Harassment Investigation Procedures and the Memoranda of Understanding between the District and the Dover and Sherborn Police Departments (the "MOU"). Measures the District will undertake include the following:

- Provide an immediate staff response to the report of a hate motivated incident.
- Actual and suspected Hate Crimes and sexual violence are classified as Mandatory Reporting Incidents under the MOU. As such, the designated official will notify law enforcement officers of the incident and request assistance, if necessary. Note that law enforcement may proceed with its own concurrent investigation.
- Have law enforcement officers photograph/copy graffiti, property damage, and documentation.
- Remove all graffiti (after it has been photographed) before students arrive at school so that the message is not seen by students.
- Inform the alleged victim's and alleged perpetrator's parents of the steps it is taking to address the incident.
- Take immediate steps to prevent the spread of misinformation including the designation of a media spokesperson to quickly disseminate accurate information regarding the incident.
- Utilize school or District crisis response teams to support students and provide victims of hate-motivated behavior or crime with support and assistance, including referral to victim support agencies, communicating with their parents/guardians, and assistance with completing school and law enforcement report paperwork).
- Work with students who are in formal and informal leadership roles to plan activities which will restore campus harmony: e.g., campuswide "No Put-Down" campaigns.
- Assign a district team to protect the victim, perpetrator and their families from the media.
- If appropriate, invite the media back to the school at a later date to observe positive campus activities and the effect of remedial measures/programs undertaken by the District.

Final Determination and Closure of Complaint

After the investigation is complete, the principal or designee will make a determination based upon all of the facts and circumstances. The principal or designee will prepare a final written report documenting their findings and notify the parents or guardians of the target and the alleged aggressor as soon as reasonably possible about the results of the investigation.

If, after investigation, Harassment or retaliation is substantiated, the principal or designee will take steps reasonably calculated to prevent recurrence and to ensure that the target is not restricted in participating in school or in benefiting from school activities. If the principal or designee decides that disciplinary

action is appropriate, the disciplinary action will be determined on the basis of facts found by the principal or designee, including the nature of the conduct, the age of the student(s) involved, and the need to balance accountability with the teaching of appropriate behavior.

The Complainant may also file a legal complaint with:

- The Massachusetts Commission Against Discrimination,
1 Ashburton Place,
Room 601
Boston, MA 02108
Phone: 617-994-6000
- Office for Civil Rights (U.S. Department of Education)
5 Post Office Square,
8th Floor
Boston, MA 02109
Phone: 617-289-0111
- The United States Equal Employment Opportunity Commission,
John F. Kennedy Bldg.
475 Government Center
Boston, MA 02203

Please note that the entities above have specific time limits for filing a claim.

Resources

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

Elizabeth McCoy, Superintendent
157 Farm Street
Dover, MA 02030
508-785-0036

The following individual is designated as the District ADA, Title VI, Title IX, and Sexual Harassment and Civil Rights Coordinator for students in the Districts. In addition, the Director of Student Services is the District 504 Coordinator, and can be reached at:

Kate McCarthy, Director of Student Services
157 Farm Street
Dover, MA 02030
508-785-0036

Inquiries concerning the Districts' 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.

File: ACA

NONDISCRIMINATION ON THE BASIS OF SEX

The School Committee, in accordance with Title IX of the Education Amendments of 1972, declares that the Districts do not and will not discriminate on the basis of sex, sexual orientation or gender identity in the educational programs and activities of the schools. This policy will extend not only to students with regard to educational opportunities, but also to employees with regard to employment opportunities.

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

The Committees 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.

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

File: ACAB

SEXUAL HARASSMENT

The Dover, Sherborn, and Dover-Sherborn Regional School Committee and Dover and Sherborn Public Schools are committed to maintaining an education and work environment for all school community members. that is free from all forms of harassment, including sexual harassment. The members of the school community include the School Committee, employees, administration, faculty, staff, students, volunteers in the schools, and parties contracted to perform work for the Dover and Sherborn Public Schools.

Sexual harassment is unwelcome conduct of a sexual nature. The definition includes unwelcome conduct on the basis of sex that is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity it also, includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual harassment includes conduct by an employee conditioning an educational benefit or service upon a person's participation in unwelcome sexual conduct, often called quid pro quo harassment and, sexual assault as the Federal Clery Act defines that crime. Sexual violence is a form of sexual harassment. Sexual violence, as the Office of Civil Rights (OCR) uses the term, refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent). A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse and sexual coercion. Massachusetts General Laws Ch. 119, Section 51 A, requires that public schools report cases of suspected child abuse, immediately orally and file a report within 48 hours detailing the suspected abuse to the Department of Children and Families. For the category of sexual violence, in addition to Section 51A referrals these offences and any other serious matters shall be referred to local law enforcement. Schools must treat seriously all reports of sexual harassment that meet the definition of sexual harassment and the conditions of actual notice and jurisdiction as noted above. Holding a school liable under Title IX can occur only when the school knows of sexual harassment allegations and responds in a way that is deliberately indifferent (clearly unreasonable in light of known circumstance).

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment, depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances—whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and,
- Discussion of one's sexual activities.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating an

environment that is hostile, offensive, intimidating, to male, female, or gender non-conforming students or employees may also constitute sexual harassment.

Because the District takes allegations of harassment, including sexual harassment, seriously, we will respond promptly to complaints of harassment including sexual harassment, and following an investigation where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting an environment that is free of harassment including sexual harassment, 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 harassment or sexual harassment.

Retaliation against a complainant, because they have filed a harassment or sexual harassment complaint or assisted or participated in a harassment or sexual harassment investigation or proceeding, is also prohibited. A student or employee who is found to have retaliated against another in violation of this policy will be subject to disciplinary action up to and including student suspension and expulsion or employee termination.

The complainant does not have to be the person at whom the unwelcome sexual conduct is directed. The complainant, regardless of gender, may be a witness to and personally offended by such conduct.

NOTICE OF SEXUAL HARASSMENT

The regulations require a school district to respond when the district has actual notice of sexual harassment. School districts have actual notice when an allegation is made known to any school employee. Schools must treat seriously all reports of sexual 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. Holding a school liable under Title IX can occur only when the school knows of sexual harassment allegations and responds in a way that is deliberately indifferent (clearly unreasonable in light of known circumstances). Schools are required to investigate every formal complaint and respond meaningfully to every known report of sexual harassment.

The regulation highlights the importance of supportive measures designed to preserve or restore access to the school's education program or activity, with or without a formal complaint. Where there has been a finding of responsibility, the regulation would require remedies designed to restore or preserve access to the school's education program or activity.

DUE PROCESS PROTECTIONS

Due process protections include the following:

- 1) A presumption of innocence throughout the grievance process, with the burden of proof on the school;

- 2) A prohibition of the single investigator model, instead requiring a decision-maker separate from the Title IX Coordinator or investigator;
- 3) The clear and convincing evidence or preponderance of the evidence, subject to limitations;
- 4) The opportunity to test the credibility of parties and witnesses through cross examination, subject to “rape shield” protections;
- 5) Written notice of allegations and an equal opportunity to review the evidence;
- 6) Title IX Coordinators, investigators, and decision-makers must be free from bias or conflict of interest;
- 7) Equal opportunity for parties to appeal, where schools offer appeals;
- 8) 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.

A district may establish an informal investigation process that may, upon the request of the complainant be followed by a formal process.

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 the sexual harassment complaint. Also, in a matter of sexual harassment, the district shall require that the Title IX Coordinator be informed, as soon as possible, of the filing of the complaint. Nothing in this 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.

RECORD KEEPING REQUIREMENTS

Schools must create and maintain records documenting every Title IX sexual harassment complaint. This could include mediation, restorative justice, or other models of alternative dispute resolution. Schools must keep records regarding the school's response to every report of sexual harassment of which it becomes aware even if no formal complaint was filed, including documentation of supportive matters offered and implemented for the complainant.

This policy, or a summary thereof that contain the essential policy elements shall be distributed by the **(Name of District)** School District to its students and employees and each parent or guardian shall sign that they have received and understand the policy.

List the name and phone number of the District's Title IX Coordinator

List the appropriate party by name and phone number to receive a complaint in each District School

Please note that the following entities have specified time limits for filing a claim.

The Complainant may also file a complaint with:

- The Mass. Commission Against Discrimination, 1 Ashburton Place, Room 601
Boston, MA 02108.
Phone: 617-994-6000.
- Office for Civil Rights (U.S. Department of Education)
5 Post Office Square, 8th Floor
Boston, MA 02109.
Phone: 617-289-0111.
- The United States Equal Employment Opportunity Commission,
John F. Kennedy Bldg.
475 Government Center
Boston, MA 02203.

LEGAL REF.: M.G.L. 151B:3A
 Title IX of the Education Amendments of 1972
 BESE 603 CMR 26:00
 34 CFR 106.44 (a), (a)-(b)
 34 CFR 106.45 (a)-(b) (1)
 34 CFR 106.45 (b)(2)-(b)(3,4,5,6,7) as revised through June 2020

File: ACE

NONDISCRIMINATION ON THE BASIS OF A DISABILITY

Title II of the Americans With Disabilities Act of 1992 requires that no qualified individual with a disability shall, because the Districts' facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, and activities of the Districts or be subject to discrimination. Nor shall the Districts exclude or otherwise deny services, programs, or activities to an individual because of the known disability of a person with whom the individual is known to have a relationship or association.

Definition

A "qualified individual with a disability" is an individual with a disability who, with or without reasonable modification to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the Districts.

Reasonable Modification

The Districts shall make reasonable modification in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Districts can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.

Communication

The Districts shall take the appropriate steps to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others. To this end, the Districts shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy benefits of, a service, program, or activity conducted by the Districts. In determining what type of auxiliary aid or service is necessary, the Districts shall give primary consideration to the requests of the individuals with disabilities.

Auxiliary Aids and Services

"Auxiliary aids and services" includes-(1) qualified interpreters, note takers; transcription services, written materials, assistive listening systems, and other effective methods for making aurally delivered materials available to individuals with hearing impairments; (2) qualified readers, taped texts, audio recordings, Braille materials, large print materials, or other effective methods for making visually delivered materials available to individuals with visual impairments; (3) acquisition or modification of equipment or devices and (4) other similar services and actions.

Limit of Required Modification

A District is not required to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or cause undue financial and administrative burdens. Any decision that, in compliance, would fundamentally alter the service program, or activity or unduly burden the Districts shall be made by the School Committee after considering all resources available for use in funding and operating the program, service or activity. The decision shall be accompanied by a written statement of the reasons for reaching that conclusion.

Notice

The Districts shall make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of Title II of the Americans With Disabilities Act (ADA) and its applicability to the services, programs, or activities of the Schools. The information shall be made available in such a manner as the School Committee and Superintendent find necessary to apprise such persons of the protections against discrimination assured them by the ADA.

Compliance Coordinator

The Districts shall designate at least one employee to coordinate their efforts to comply with and carry out their responsibilities under Title II of ADA, including any investigation of any complaint communicated to it alleging noncompliance or alleging any actions that would be prohibited under ADA. The Districts shall make available to all interested individuals the name, office address, and telephone number of the employee(s) so designated and shall adopt and publish procedures for the prompt and equitable resolution of complaints alleging any action that would be prohibited under the ADA. The school system receives federal financial assistance and must comply with the above requirements. Additionally, the School Committees are of the general view that:

1. Discrimination against a qualified person solely on the basis of a disability is unfair; and
2. To the extent possible, qualified persons with a disability should be in the mainstream of life in a school community. Accordingly, employees of the school system will comply with the above requirements of the law and policy statements of the Committees to ensure nondiscrimination on the basis of disability.

The compliance coordinator is:

Assistant Superintendent
157 Farm St.
Dover, MA. 02030
(508) 785-0036:

LEGAL REFS.: Rehabilitation Act of 1973, Section 504
 Education for All Handicapped Children Act of 1975
 M.G.L. 71B: 1 et seq. (Chapter 766 of the Acts of 1972)

File: ADC

TOBACCO PRODUCTS ON SCHOOL PREMISES PROHIBITED

Use of any tobacco products, including, but not limited to: cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, electronic cigarettes, electronic cigars, electronic pipes or other similar products that rely on vaporization or aerosolization, within the school buildings, school facilities, on school grounds or school buses, or at school sponsored events by any individual, including school personnel and students, is prohibited at all times.

A staff member determined to be in violation of this policy shall be subject to disciplinary action.

A student determined to be in violation of this policy shall be subject to disciplinary action pursuant to the student discipline code.

This policy shall be promulgated to all staff and students in appropriate handbook(s) and publications.

Signs shall be posted in all school buildings informing the general public of the District policy and requirements of state law.

LEGAL REF: M.G.L. [71:37H](#); [270:6](#)

CROSS REFS.: GBED, Tobacco use on School Property by Staff Members Prohibited
JICH, Alcohol, Tobacco and Drug Use by Students Prohibited

File: ADDA

BACKGROUND CHECKS

It shall be the policy of the Districts that, as required by law, a state and national fingerprint criminal background check will be conducted to determine the suitability of full or part time current and prospective school employees, who may have direct and unmonitored contact with children. School employees shall include but not be limited to any apprentice, intern, or student teacher or individuals in similar positions, who may have direct and unmonitored contact with children. The School Committees shall only obtain a fingerprint background check for current and prospective employees for whom the School Committees have direct hiring authority. In the case of an individual directly hired by the School Committees, the chair of each School Committee shall review the results of the national criminal history check. The Superintendent shall also obtain a state and national fingerprint background check for any individual who regularly provides school related transportation to children. The School Committees, Superintendent or Principal, as appropriate, may obtain a state and national fingerprint criminal background check for any volunteer, subcontractor or laborer commissioned by the School Committees, school or employed by the town to perform work on school grounds, who may have direct and unmonitored contact with children. School volunteers and subcontractors/laborers who may have direct and unmonitored contact with children must continue to submit state CORI checks.

The fee charged by the provider to the employee and educator for national fingerprint background checks will be \$55.00 for school employees subject to licensure by DESE and \$35.00 for other employees, which fee may from time to time be adjusted by the appropriate agency. The employer shall continue to obtain periodically, but not less than every 3 years, from the department of criminal justice information services all available Criminal Offender Record Information (CORI) for any current and prospective employee or volunteer within the school district who may have direct and unmonitored contact with children.

Direct and unmonitored contact with children is defined in DESE regulations as contact with a student when no other employee who has received a suitability determination by the school or district is present. "Contact" refers to any contact with a student that provides the individual with opportunity for physical touch or personal communication.

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.

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.

Access to CHRI

All CHRI is subject to strict state and federal rules and regulations in addition to Massachusetts CORI laws and regulations. CHRI cannot be shared with any unauthorized entity for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the Massachusetts

Department of Criminal Justice Information Services (DCJIS) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Federal law and regulations provide that the exchange of records and information is subject to cancellation if dissemination is made outside of the receiving entity or related entities. Furthermore, an entity can be charged criminally for the unauthorized disclosure of CHRI.

Storage of CHRI

CHRI shall only be stored for extended periods of time when needed for the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which are in compliance with the most recent DCJIS Security Policy have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.

In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage, retention and destruction of CHRI.

Retention and Destruction of CHRI

Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in internal agency documents for the following purposes *only*:

- Historical reference and/or comparison with future CHRI requests,
- Dispute of the accuracy of the record
- Evidence for any subsequent proceedings based on information contained in the CHRI.

CHRI will be kept for the above purposes in a secure location in the office of the superintendent. When no longer needed, CHRI and any summary of CHRI data must be destroyed by shredding paper copies and/or by deleting all electronic copies from the electronic storage location, including any backup copies or files. The shredding of paper copies of CHRI by an outside vendor must be supervised by an employee of the district.

CHRI Training

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI at the district will review and become familiar with the educational and relevant training materials regarding Statewide Applicant Fingerprint Identification Services (SAFIS) and CHRI laws and regulations made available by the appropriate agencies, including the DCJIS.

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 their 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 them 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.

Secondary Dissemination of CHRI

If an individual's CHRI is released to another authorized entity, a record of that dissemination must be made in the secondary dissemination log. The secondary dissemination log is subject to audit by the DCJIS and the FBI.

The following information will be recorded in the log:

- Subject Name;
- Subject Date of Birth;
- Date and Time of the dissemination;
- Name of the individual to whom the information was provided;
- Name of the agency for which the requestor works;
- Contact information for the requestor; and
- The specific reason for the request.

Reporting to Commissioner of Elementary and Secondary Education

Pursuant to state law and regulation, if the district dismisses, declines to renew the employment of, obtains the resignation of, or declines to hire a licensed educator or an applicant for a Massachusetts educator license because of information discovered through a state or national criminal record check, the district shall report such decision or action to the Commissioner of Elementary and Secondary Education in writing within 30 days of the employer action or educator resignation. The report shall be in a form requested by the Department and shall include the reason for the action or resignation as well as a copy of the criminal record checks results. The superintendent shall notify the employee or applicant that it has made a report pursuant to the regulations to the Commissioner.

Pursuant to state law and regulation, if the district discovers information from a state or national criminal record check about a licensed educator or an applicant for a Massachusetts educator license that implicates grounds for license action pursuant to regulations, the Superintendent shall report to the

Commissioner in writing within 30 days of the discovery, regardless of whether the district retains or hires the educator as an employee. The report must include a copy of the criminal record check results. The school employer shall notify the employee or applicant that it has made a report pursuant to regulations to the Commissioner and shall also send a copy of the criminal record check results to the employee or applicant.

C.O.R.I. REQUIREMENTS

It shall be the policy of the district to obtain all available Criminal Offender Record Information (CORI) from the department of criminal justice information services 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 CORI data for employees of taxicab companies that have contracted with the schools to provide transportation to pupils.

The Superintendent, Principal, or their certified designees shall periodically, but not less than every three years, obtain all available Criminal Offender Record Information from the department of criminal justice informational services on all employees, individuals who regularly provide school related transportation to children, including taxicab company employees, and volunteers who may have direct and unmonitored contact with children, during their term of employment or volunteer service.

The Superintendent, Principal, or their certified designees may also have access to Criminal Offender Record 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.

Pursuant to a Department of Education regulation, ““Direct and unmonitored contact with children’ means contact with students when no other employee, for whom the employer has made a suitability determination of the school or district, is present. “Contact” refers to any contact with a student that provides the individual with opportunity for physical touch or personal communication. The school employer may determine when there is potential for direct and unmonitored contact with children by assessing the circumstances and specific factors including but not limited to, whether the individual will be working in proximity with students, the amount of time the individual will spend on school grounds, and whether the individual will be working independently or with others. An individual shall not be considered to have the potential for direct and unmonitored contact with children if they have only the potential for incidental unsupervised contact in commonly used areas of the school grounds.”

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 an acknowledgement form authorizing receipt by the district of all available CORI data from the department of criminal justice information services. In the event that a current employee has a question concerning the signing of the acknowledgement form, they may meet with the Principal or Superintendent; however, failure to sign the CORI acknowledgement form may result in a referral to local counsel for appropriate action. Completed acknowledgement forms must be kept in secure files. The School Committee, Superintendent, Principals or their designees certified to obtain information under the policy, shall prohibit the dissemination of school information for any purpose other than to further the protection of school children.

CORI 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. CORI shall be shared with the individual to whom it pertains, pursuant to law, regulation and the following model policy, and in the event of an inaccurate report the individual should contact the department of criminal justice informational services.

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

The hiring authority, subject to applicable law and the model policy, reserves the exclusive right concerning any employment decision.

The Superintendent shall ensure that on the application for employment and/or volunteer form there shall be a statement that as a condition of the employment or volunteer service the school district is required by law to obtain Criminal Offender Record Information for any employee, individual who regularly provides 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.

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 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.

LEGAL REFS.: M.G.L.6:167-178; 15D:7-8; 71:38R, 151B, 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
803 CMR 2.00
803 CMR 3.05 (Chapter 149 of the Acts of 2004)
[FBI Criminal Justice Information Services Security Policy](#)
[Procedure for correcting a criminal record](#)
[FAQ – Background Checks](#)

File: ADDA-R

CORI POLICY

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers and interns, and professional licensing applicants.

Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, the following practices and procedures will be followed.

CONDUCTING CORI SCREENING

CORI checks will only be conducted as authorized by DCJIS, state law, and regulation, and only after a CORI Acknowledgement Form has been completed.

If a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours' notice that a new CORI check will be conducted.

ACCESS TO CORI CHECKS

A CORI check obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a "need to know." This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. The Districts must maintain and keep a current list of each individual authorized to have access to, or view, CORI checks. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

CORI TRAINING

An informed review of a criminal record requires training. Accordingly, all district personnel authorized to review or access CORI checks will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING

CORI checks used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied.

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

VERIFYING A SUBJECT'S IDENTITY

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

If the information in the CORI check provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI check and documents provided by the applicant.

INQUIRING ABOUT CRIMINAL HISTORY

In connection with any decision regarding employment, volunteer opportunities, or professional licensing, the subject shall be provided with a copy of the CHRI, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the CHRI is also to be disclosed to the subject.

DETERMINING SUITABILITY

If a determination is made, based on the verification of identity information as provided in this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:

- (a) Relevance of the record to the position sought;
- (b) The nature of the work to be performed;
- (c) Time since the conviction;
- (d) Age of the candidate at the time of the offense;
- (e) Seriousness and specific circumstances of the offense;
- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof; and
- (i) Any other relevant information, including information submitted by the candidate or requested by the organization.

The applicant is to be notified of the decision and the basis for it in a timely manner.

ADVERSE DECISIONS BASED ON CORI CHECKS

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified immediately. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI check. Subjects shall also be provided a copy of DCJIS' *Information Concerning the Process for Correcting a Criminal Record*.

SECONDARY DISSEMINATION LOGS

A CORI check obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of

Cori outside this organization, including dissemination at the request of the subject.

File: ADF

SCHOOL DISTRICTS' WELLNESS PROGRAM

The School Committees recognize the relationship between student well-being and student achievement, and are therefore committed to ensuring that the Districts provide a comprehensive wellness program, including developmentally appropriate and sequential nutrition and physical education, opportunities for physical activity, as well as counseling and guidance services. The wellness program will be implemented in a multidisciplinary fashion and will be evidence based.

Wellness Committee

The Districts will establish a wellness committee that consists of at least one (1): parent/guardian, student, nurse, school food service representative, School Committee member, school administrator, member of the public, and other community members as appropriate. If available, a qualified, credentialed nutrition professional will be a member of the wellness committee. The Director of Student Services is designated as wellness program coordinator. Only employees of the district who are members of the wellness committee may serve as wellness program coordinators. The wellness coordinator(s), in consultation with the wellness committee, will be in charge of implementation and evaluation of this policy.

Nutrition Guidelines

It is the policy of the Districts that all foods and beverages made available on campus during the school day are consistent with School Lunch Program nutrition guidelines. Guidelines for reimbursable school meals will not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to law. The Districts will create procedures that address all foods available to students throughout the school day in the following areas:

- guidelines for maximizing nutritional value by decreasing fat and added sugars, increasing nutrition density and moderating portion size of each individual food or beverage sold within the school environment;
- separate guidelines for foods and beverages in the following categories:
 1. foods and beverages included in a la carte sales in the food service program on school campuses;
 2. foods and beverages sold in vending machines, snack bars, school stores, and concession stands;
 3. foods and beverages sold as part of school-sponsored fundraising activities; and
 4. refreshments served at parties, celebrations, and meetings during the school day; and
 5. specify that its guidelines will be based on nutrition goals, not profit motives.

Nutrition and Physical Education

The Districts will provide nutrition education aligned with standards established by the USDA's National School Lunch Program. The Districts will provide physical education training aligned with the standards established by the Dept. of Elementary and Secondary Education. The wellness program coordinator(s), in consultation with the wellness committee, will develop procedures that address nutrition and physical education.

Nutrition Education

The Districts shall promote education on healthy nutrition in the following ways:

- Identifying opportunities for students to receive nutrition education that teaches the skills they need to adopt and maintain healthy eating behaviors.
- Identifying opportunities to conduct nutrition education in the school cafeteria as well as in the classroom, with coordination between the foodservice staff and other school personnel, including teachers.
- Ensuring that students receive consistent nutrition messages from all aspects of the school program.
- Linking nutrition education activities with the coordinated school health and physical education programs, and integrating nutrition education into regular classroom lessons where appropriate.
- Ensuring that staff who provide nutrition education have appropriate training.

Physical Education

The Districts shall promote physical education in the following ways:

- Ensuring that students are given opportunities for physical activity during the school day through physical education (PE) classes, daily recess periods for elementary school students, and the integration of physical activity into the academic curriculum where appropriate.
- Encouraging additional opportunities for physical activity through a range of before- and/or after-school programs including, but not limited to, intramurals, interscholastic athletics, and physical activity clubs.
- Encouraging parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.
- Identifying opportunities for training to enable staff to promote enjoyable, lifelong physical activity among students.

Other School-Based Activities

The wellness program coordinator(s), in consultation with the wellness committee, are charged with developing procedures addressing other school-based activities to promote wellness.

- An adequate amount of time is allowed for students to eat meals in adequate lunchroom facilities.
- All children who participate in subsidized food programs are able to obtain food in a non-stigmatizing manner.
- Environmentally-friendly practices such as the use of locally grown and seasonal foods, school gardens, and non-disposable tableware have been considered and implemented where appropriate.
- Physical activities and/or nutrition services or programs designed to benefit staff health have been considered and, to the extent practical, implemented.

Evaluation

The wellness program coordinator (in consultation with the wellness committee and relevant District departments as appropriate) will assess all education curricula and materials pertaining to wellness for accuracy, completeness, balance and consistency with the state and district's educational goals and standards. The wellness program coordinator shall be responsible for devising a plan for implementation and evaluation of the district wellness policy and is charged with operational responsibility for ensuring that schools meet the goals of the Districts' wellness policy. The wellness program coordinator will report to the School Committee annually (or as needed).

LEGAL REFS.: The Child Nutrition and WIC Reauthorization Act of 2004, Section 204,
 P.L. 108 -265
 The Richard B. Russell National School Lunch Act, 42 U.S.C. §§ 1751 - 1769h
 The Child Nutrition Act of 1966, 42 U.S.C. §§ 1771 - 1789
 M.G.L. 111:223
 105 CMR 201

CROSS REFS.: EFC, Free and Reduced-Cost Food Services
 IHAMA, Teaching About Alcohol, Tobacco and Drugs
 KI, Public Solicitations/Advertising in District Facilities

File: AE

COMMITMENT TO ACCOMPLISHMENT

The School Committees accept ultimate responsibility for all facets of school operations. Because they are accountable to residents of the towns, the School Committees maintain a program of accountability consisting of the following elements:

- Clear statements of expectations and purpose as these relate to operations, programs, departments, and positions.
- Provisions for the staff, resources, and support necessary to achieve stated expectations and purposes, subject to financial support by residents of the towns.
- Evaluation of operations and instructional and staff development programs to determine how well expectations and purposes are being met.
- Specific performance objectives to enable individuals to direct their own efforts to the goals and objectives of the Schools.
- Evaluation of the efforts of employees in line with stated objectives, with the first purpose of evaluation being to help each individual make a maximum contribution to the goals of the Schools.

Every effort will be made by the School Committees, Superintendent, and staff to fulfill the responsibilities inherent in the concept of accountability.