

Hampton Board of Education
Superintendent's Report

1/27/21

Written 1/21/21

Superintendent's DRAFT Budget Report
1/27/21

My superintendent's report for this month focuses on the budgeting process that Sam, Sally, Judy, and I have been working on that has resulted in this first **draft** of the 2021-2022 HES budget.

Budget Assumptions

We have made the following assumptions in our budget discussions:

1. The Covid 19 issues that have faced HES since March 2019 will remain unresolved even if the vaccine has been implemented across the country; therefore, we are budgeting for a continued need to observe our current Covid protocols
2. The draft budget we have developed for your review and discussion is based on continued high special education costs
3. The final assumption is that HES's students population will be approximately 76 students - Pre-K to Grade 6.

Estimated grade level number of students - assumption is that all students will return to HES in 2021-2022:

Pre-K = 8. (Team K = 18)

K = 10

Gr. 1 = 10. (Team A = 20)

Gr. 2 = 10

Gr. 3 = 11 (Team B = 20)

Gr. 4 = 9

Gr. 5 = 7. (Team C = 18)

Gr. 6 = 11

TOTAL student population estimate = 76

Note: The total student population at HES for the 2020-2021 academic year = 77

Status of HES's Educational Program

We have successfully combined our grades into Teams A, B, & C with multiage classrooms. Team K is made up of two distinct grades of Pre-K and K. This current organization will continue into 2021-2022.

With this arrangement, we have not made any changes in the number of FTE's of certified staff with a very similar certified staff schedule to the current schedule.

In Special Education, we have made the calculation that one student currently out placed will be returning to HES and one student will remain in the

current specialized outplacement. The current number of paraprofessionals has remained consistent in this draft budget

Special Education support services remain with part time service providers in OT, PT, and SLP. These services have been reduced by a small amount with the “stepping up” of one student. At this time, we have no known students in Birth To Three who will be entering HES in 2021.

These special education decisions are always subject to change.

Finally, our Covid protocols will remain in force with continued sanitizing of the building and social distancing, wearing of masks, and hand washing. These protocols have thus far protected our school community.

Transparency

In order to better understand the complex nature of the budgeting efforts, I have included in this superintendent’s report an overview of the data in the budgeting decision making process that we have had to work within in order to develop this budget.

As has been requested by the BoE members, we have made this effort to keep you fully informed and therefore have made our budget submission as transparent as possible without revealing in a public document the sensitive details that a budget document can reveal about students, teachers and their personal information. This is especially true in our very small district with almost any information easily applied to specific names or groups of people.

The first part of our effort is to be as transparent as possible. This effort at transparency is the reason behind this month’s superintendent’s report. It highlight how the outside economic decisions that we cannot control, the inside decisions which we have total control over and those expenses that reflect the interplay of outside and inside decisions have created the figures you see in this budget.

Our second transparency effort is to supply you with the expended five page budget document that Sally and I use to fine tune the budget numbers. This document is entitled:

DRAFT BUDGET 2021-2022

1/20/21

In addition, we have sent to you for your review the proposed budget in its expanded form which expands each line item with more detailed costs. This document is entitled:

EXPANDED BUDGET 2021-2022

DRAFT

1/20/21

Sam, Judy, Sally, and I hope that our efforts will make you as informed about the budget you are reviewing as you have ever been during my tenure as your superintendent.

Dr. Olah's Superintendent's Report:

**The Decisions Impacting the Development
of the
DRAFT Budget for FY 2021-2022
for Hampton Elementary School**

INTRODUCTION:

After years of developing budgets for multiple districts as well as individual school based budgets, I have come to understand that there are only three fundamental realities that impact all budgeting. This three realities are:

**Outside decisions / forces
Combined outside and inside decisions / forces
Inside decisions / forces**

In this report, I am not implying that you as a Board of Education, have little control over your budget, rather, there are decisions and forces that have impacted our budget that give us little leeway to make substantive changes to the costs. We always have the final control of costs.

There are Line items which are controlled by outside decisions - these outside decisions create the actual numbers that appear in budget lines that the superintendent has no control over other than to make the calculations that are required in order to formulate the number that goes on the budget line. For example, the cost of Medicare. This number is dictated by federal regulations and it is a calculation based on a formula.

There are other outside decisions that we have no control over and those are the contracted services we provide to our employees. For example: we have the Lines 210 (Health insurance) and 211 (Life Insurance) expenses that are driven by the contracts we have with the insurance industry.

We also have contracted services such as the Technical Services - EastConn that are required to maintain our internet which has become a critical infrastructure on the same level importance as our heating and electric costs.

Section 500 (Other Professional Services) including Line 510 (Pupil

Transportation), Line 515 (Transportation Special Education) make-up over 90% of this section of our budget.

Turning to Section 600 (Supplies), Line 624 (Heating Oil/Propane) and Line 625 (Diesel) are projected to be a total cost of 34% of Section 600. We have made assumptions for the price of oil at \$1.82/gal, propane at \$2.34/gal, and diesel at \$2.10/gal.

Finally, Section 800, Line 850 (Transfer Out - Cafeteria) reflects our costs for the operation of our food services by EastConn and are required by the Federal Food Program that feeds ALL of our students free breakfasts and lunches.

There are Line items which are controlled by both outside and inside decisions

For this section, I will start with Section 800 (Other Objects) and Line 810 (Dues and fees). We belong to professional organizations; URSA (EastConn's superintendent's organization) ConnCase, CASBO, EastConn, ASCD, Ct. REAP and CAFE. We have made the decision to join these organizations of the dozens we could have joined. We are the only school district that is NOT a member of the statewide superintendent's organization: CAPSS. We have control only in the sense that we do or we do not join a professional organization. The membership fees are set outside and inside, we make the choices of which organization to join.

Looking at Section 100, Line 104 (Certified Staff) and Line 111 (Paraprofessionals), these are expenses which combine the outside decisions exerted by the HEA contract or pay scales with the inside decisions on the number of teachers and paraprofessionals who are required to operate the school effectively and lawfully per state and federal regulations. Combined, these two Lines account for 69% of Section 100. If there are any savings to be had, we need to first look at staffing. Staffing impacts almost every outside force impacting this budget.

Line 110 (Substitutes) reflects this outside/inside decisions issue. We have cut this Line. Remember that the current HEA contract allows each teacher to accumulate 180 days of sick time which is the outside force that directly impacts Line 110. Since the Covid 80 hour sick time provision for work absences based on Covid infections has lapsed as of December 31, 2020, we will need to continue to fund substitutes to cover long periods of time for sick teachers and paraprofessionals.

I have also directed our business coordinator to include in this budget a 1% salary increase for all employees not covered by a contract or pay scale. So positions from the principal to the custodian are included in this salary decision.

Section 400 (Purchased Property Services) has a few areas impacted by inside/outside decisions. Line 430 (Building/Grounds Maintenance) includes the

contracts for HVAC and snow removal which are only two of the many contracts we hold. I have made the decision that these contracts are essential.

There are Line items that are controlled only by inside decisions

The Section we have a great deal of direct control over is Section 600 (Supplies). Lines 601 (General Supplies), 611 (Instructional Supplies), 613 (Expendable Equipment), 615 (Main./Repair Supplies), Line 641 (Textbooks/Workbooks) and 642 (Library Books/Periodicals) all can be determined solely by our inside decisions.

When I looked at these Lines, I used the following reasoning:

- Total estimated students for FY 2021-2022 = 76
- Using that estimate, the following are the per pupil costs for a full year's worth of supplies for each Line item that is included in this draft budget:
 - Line 601 (General supplies) = \$139/student/year*
 - Line 611 (Instructional Supplies) = \$203/student/year
 - Line 613 (Expendable Equipment) = \$118/student/year**
 - Line 641 (Textbooks/Workbooks) = \$198/student/year
 - Line 642 (Library Books / Periodicals) = \$23.66/student/year
- * NOTE: Line 601 includes all supplies that support the education of students including all the office and nursing room supplies.
- ** Line 613 (Expendable Equipment) includes the replacement/repair of all technology like Chromebooks and iPads

The total cost per student per year is \$682 or \$47,039 / year in direct costs to educate our 76 students and that equals 2.2% of the total expenses in this budget draft.

Conclusion:

We have developed a budget we believe will provide our HES students with a quality education. The estimated total expense in this DRAFT budget reflects no substantive change in the student population. The impact of Covid will continue to impact HES's budget.

As your superintendent, my job is to develop and present to you a budget for 2021-2022 based on our best estimate of costs for our 76 students. We have also presented to you a transparent budget document.

Hampton Elementary School
Monthly Board of Education Update
Principal Report
January 20, 2020

TEACHER STUDY TOPICS - STUDENTS WHO GENERATE GOOD QUESTIONS ARE BETTER LEARNERS- TAKEN FROM EDUTOPIA 9/24/20

Some of the most popular study strategies—highlighting passages, rereading notes, and underlining key sentences—are also among the least effective. A 2020 study highlighted a powerful alternative: Get students to generate questions about their learning, and gradually press them to ask more probing questions.

In the study, students who studied a topic and then generated their own questions scored an average of 14 percentage points higher on a test than students who used passive strategies like studying their notes and rereading classroom material. Creating questions, the researchers found, not only encouraged students to think more deeply about the topic but also strengthened their ability to remember what they were studying.

Passive strategies such as rereading or highlighting passages are considered “superficial” and may even impair long-term retention. “This superficial learning is promoted by the illusion of knowledge, which means that learners often have the impression after the reading of a text, for instance, that they got the messages. However, if they are asked questions related to the text, they fail because they lack a deeper understanding.

Youki Terada- edutopia <https://www.edutopia.org/article/using-student-generated-questions-promote-deeper-thinking>

- December 18: Hampton Recreation, Kathy Donahue & Andrea Kaye organized holiday festivities and decorations for all students and staff. Pictures posted on Website
- December: Wednesday spirit days included PJ day, Favorite sport day, Wacky hair day
- January 18: Martin Luther King Jr- Classroom studies
- January 19: Welcome Rachel Porter

2020 - 2021 – Enrollment

TEAM CLASSROOM ENROLLMENT 2020-2021

TEAM	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE
Pre K/K	18	21	16	16	16	17					
Team A	20	20	18	18	18	19					
Team B	17	16	17	17	16	16					
Team C	21	21	17	17	17	17					



Enrollment 2020-2021

Grade	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Preschool	8	8	9	9	9	10					
Kindergarten	10	10	7	7	7	7					
One	10	10	10	10	9	9					
Two	10	10	8	8	8	9					
Three	9	9	10	10	9	9					
Four	8	7	7	7	7	7					
Five	11	13	9	9	9	9					
Six	9	8	8	8	8	8					

Out of building	Number	Date
	3	September 2, 2020
	3	September 20, 2020
	3	October 20, 2020
	4	November 9, 2020
	4	December 10, 2020
	4	January 21, 2021

Distance Learning	Home School	Back to School/in building
10	6 NOT listed in school #	60

JANUARY

Happy New Year! Team B News 2021

Reminder for Winter Recess: Team B will be out at recess daily as long as the temperatures and other weather conditions are permitting. Students need to dress for the weather. Boots, hats, mittens/gloves, jackets/coats are needed to go outside. Snow pants or a change of pants are needed in order to go on the snow or to sled. **Guidelines from our administration:** Students are allowed to bring in small sleds, one person size but they need to leave them here for the week and they need to have their name on it.



January Homework Plan: Chromebooks will be sent home on Tuesdays and Thursdays. Directions for assignments will be shared in our google classroom, Team B Blended Learning in the stream. Reach out to me if needed. I will check for messages between 6:00 and 7:00 PM.

<p>Math:</p> <p>Math fact practice for memory work is on! Students are practicing with songs, games, and flashcards for addition, subtraction, multiplication and division basic facts. We are starting everyone with addition and layering on individually as needed.</p> <p>We are also adding and subtracting with numbers through the ten thousands.</p> <p>Multiplication: arrays, number lines, and memory work for Team B 3 members. Team B 4 members have double digit multiplication with regrouping, place value and basic fact work.</p>	<p>Reading, Work Work and Writing</p> <p>Reading: Historical Fiction unit Reading skills to practice fact vs fiction, story elements: setting, characters, events, resolution and ending.</p> <p>Reading and Writing Poetry Skills are poet's purpose, tone, rhythm, adverbs and adjectives.</p> <p>Writing Family Journal weekly poems and short assignments.</p> <p>Word Work has resumed! Word lists will be sent home for practice.</p>
<p>Social Studies: Geography: Continents Regions of the U.S.A. Monthly Themes: Senator Chris Murphy's 2021 Martin Luther King Jr. Essay Contest</p>	<p>Science Energy Unit</p> <p>Conductors vs Insulators</p>



January

1/5/2020



Family Heritage Project

Team C will be completing a "Heritage Project" as part of our Readers/Writer's Workshop and Social Studies standards. Please help you child complete the family tree by 1/8/21. Any other pertinent family documents or information you can share with them will enhance their learning. I understand that all family units look different. Families should fill out the family tree as they feel comfortable –but the student will need at least one heritage country to work with.



Google Classroom

Students will continue to bring home their Chromebooks on Tuesdays and Thursdays to be sure they are able to complete work if we have to close at any point. Also, if your child is absent they can find assignments in their Google Classroom.

Class Tag

I am sending home a link to join Class Tag for announcements, reminders and class shares. If you have joined in the past you just need to join a new class. Please check folders for completed work, some are still full from before the break.

In math grade 5 is estimating, and multiplying 2 and three digit numbers using partial products. Grade 6 is working with integers and will be plotting on the coordinate plane.

Our holiday card challenge we sent home made cards to all seniors in Hampton. They have received many letters back and also gained pen pals from our kindness letters. Thank you! cmilton@hamptonschool.org



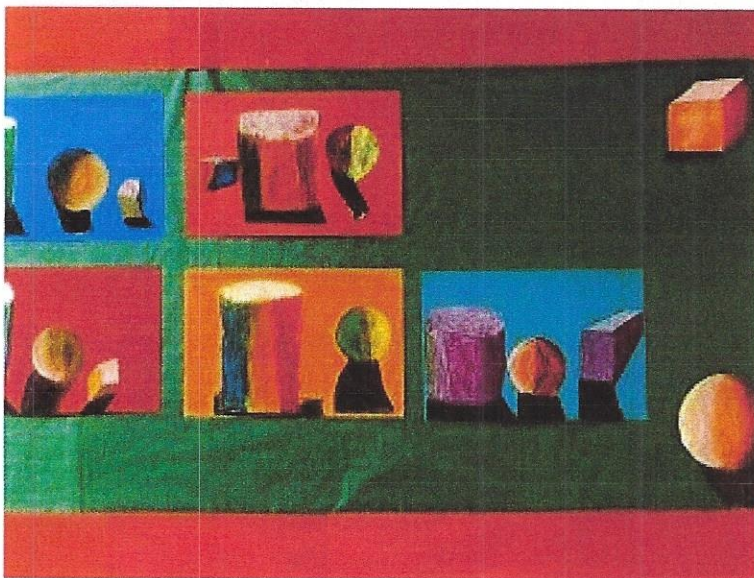
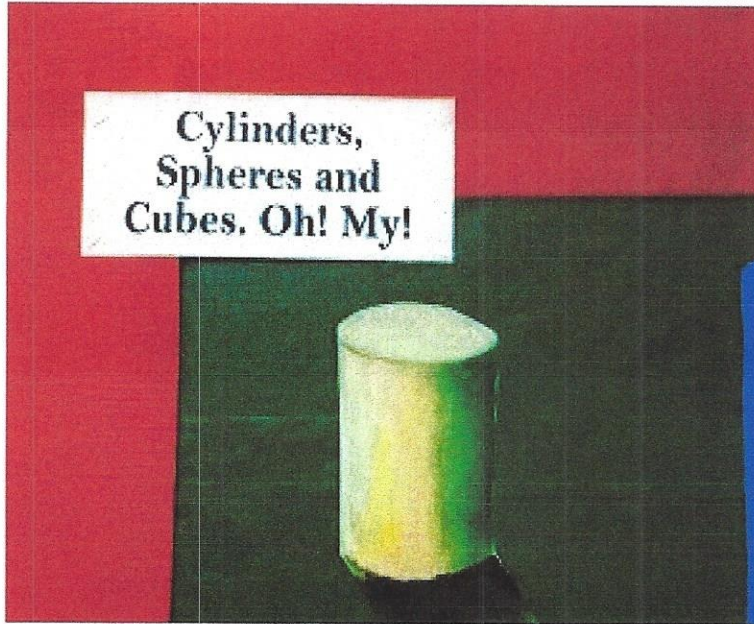
Art Room News:

January 20th, 2021

<https://www.hampton.school.org/class-pages/artroom/>

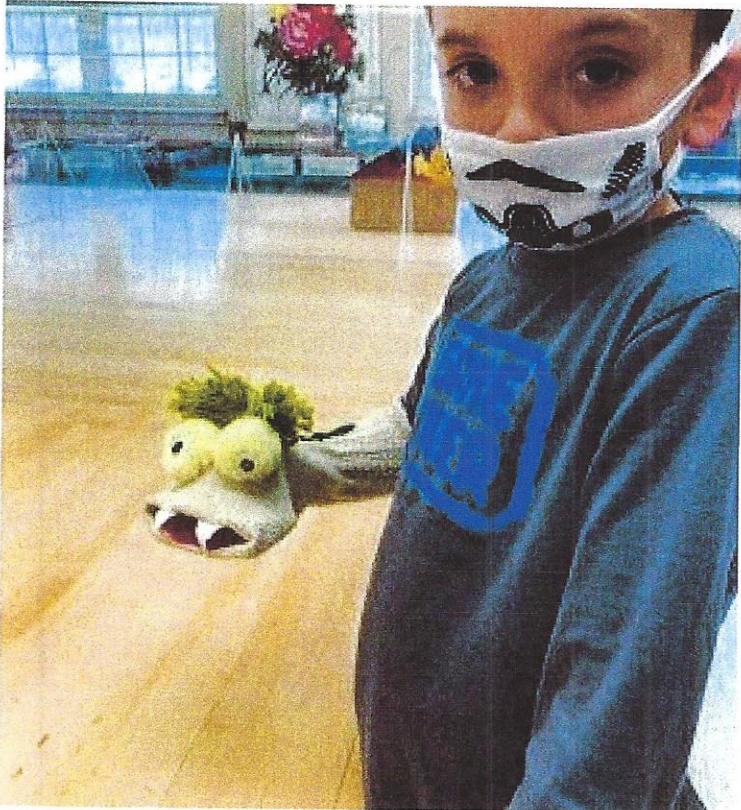
First Graders

Learned all about shading and how to make artwork look 3-D. They did a great job!



Second Graders


LOVE Sock Puppets!





Pre-K News

Happy Friday Preschool Families! We finished up our winter themed unit this week focusing on identifying and writing numbers as well as animals that live in the artic. Some of our activities this week included ordering objects by size, sequencing how to build a snowman, as well as comparing and contrasting different versions of the same story The Mitten. We read several versions of the classic story, The Mitten. The student's favorite version is by the author Jan Brett. We continued to read several other Jan Brett stories including, The Snowy Nap, The Hat and Hedgie Blasts Off. They noticed that every Jan Brett Story has similar character and illustrations. I also collected several Jan Brett stories from the library for students to look at during our daily "book look" time. Be on the lookout for your child's report card, they are going home in backpacks today 1/15/21. Family Projects were due today. If you have not returned yours, please do so on Monday, so the students can share their projects with the class. Thank you Next week we will transition to our rhyming and fairy tales unit. Wish List----- --slide lock quart size bags --.



January 21, 2021

TO: Board of Education
FROM: Frank Olah, Superintendent
Sally Lehoux, Business Coordinator
DATE: January 12, 2021
RE: Substitute and Paraprofessional Pay Scale Recommendations

Minimum wage changes:

\$12.00 September 01, 2020

\$13.00 August 01, 2021

\$14.00 July 01, 2022

\$15.00 June 01, 2023

We are providing three step scale proposals for **paraprofessionals**. Each proposal reflects changes to the July 1, 2020 step scale. Each proposal results in a net decrease from 2020-2021 budget to the 2021-2022 budget in the (111) paraprofessional account. This is possible due to a change in staff and the removal of bus paraprofessionals. The new proposals are as follows:

1. Superintendent's recommendation reflects an increase of \$1.00 plus step, each year
2021-2022 Budget decrease of \$5,475
2. Finance and Operations requested proposal is step increase only, with step one equal to the new minimum wage each year causing an increasing number of steps each year to equal minimum wage
2021-2022 Budget decrease of \$17,006
3. Compromise proposal with an increase of \$1.00 per year per step
2021-2022 Budget decrease of \$8,997

The increase from one step to the next in most cases is \$0.25, however a few steps are inconsistent, for example from step 2-3 in the July 1, 2020 scale, the increase is \$0.50 per step. We do not have an explanation as to why the step scale approved by the BOE in Feb, 2013 was developed in this way. All paraprofessional step scale after Feb, 2013 have been based off the Feb, 2013 step scale.

The proposed **substitute rates** for each year reflect a \$1.00 per hour increase for teacher, paraprofessional, executive secretary, custodian and nurse substitutes to adjust for the increasing minimum wage.

HAMPTON BOARD OF EDUCATION

Paraprofessional Pay Rates

Effective July 1, 2020

Step

1 \$12.00
2 \$12.25
3 \$12.75
4 \$13.25
5 \$13.75
6 \$14.25
7 \$14.75
8 \$15.25
9 \$15.50
10 \$15.75
11 \$16.00
12 \$16.25
13 \$16.50
14 \$16.75
15 \$17.00
16 \$17.25
17 \$17.50
18 \$17.75
19 \$18.00

Step

20 \$18.25
21 \$18.50
22 \$18.75
23 \$19.00
24 \$19.25
25 \$19.50
26 \$19.75
27 \$20.00
28 \$20.25
29 \$20.50
30 \$20.75
31 \$21.00
32 \$21.25
33 \$21.50
34 \$21.75
35 \$22.00
36 \$22.25
37 \$22.50
38 \$22.75

September 1, 2020 Minimum Wage \$12.00/hr

Hampton Board of Education Meeting 12 16 2020

Superintendent's Recommendations for Paraprofessional Step Scales Proposal #1

Effective July 1 Each Year

Employee	09/01/20 Min Wage \$12.00/hr		08/01/21 Min Wage 13.00/hr		07/01/22 Min Wage \$14.00/hr		06/01/23 Min Wage \$15.00/hr	
	2020- 2021 Step	2020- 2021 Rate	2021- 2022 Step	2021- 2022 Rate	2022- 2023 Step	2022- 2023 Rate	2023- 2024 Step	2023- 2024 Rate
	Step 1 2023-2024							1
Step 1 2022-2023					1	\$14.00	2	\$15.25
Step 1 2021-2022			1	\$13.00	2	\$14.25	3	\$15.75
A	1	\$12.00	2	\$13.25	3	\$14.75	4	\$16.25
B	2	\$12.25	3	\$13.75	4	\$15.25	5	\$16.75
C	3	\$12.75	4	\$14.25	5	\$15.75	6	\$17.25
D	4	\$13.25	5	\$14.75	6	\$16.25	7	\$17.75
E	5	\$13.75	6	\$15.25	7	\$16.75	8	\$18.25
F	6	\$14.25	7	\$15.75	8	\$17.25	9	\$18.50
G	7	\$14.75	8	\$16.25	9	\$17.50	10	\$18.75
H	8	\$15.25	9	\$16.50	10	\$17.75	11	\$19.00
I	9	\$15.50	10	\$16.75	11	\$18.00	12	\$19.25
J	10	\$15.75	11	\$17.00	12	\$18.25	13	\$19.50
K	11	\$16.00	12	\$17.25	13	\$18.50	14	\$19.75
L	12	\$16.25	13	\$17.50	14	\$18.75	15	\$20.00
M	13	\$16.50	14	\$17.75	15	\$19.00	16	\$20.25
N	14	\$16.75	15	\$18.00	16	\$19.25	17	\$20.50
O	15	\$17.00	16	\$18.25	17	\$19.50	18	\$20.75
P	16	\$17.25	17	\$18.50	18	\$19.75	19	\$21.00
Q	17	\$17.50	18	\$18.75	19	\$20.00	20	\$21.25
R	18	\$17.75	19	\$19.00	20	\$20.25	21	\$21.50
S	19	\$18.00	20	\$19.25	21	\$20.50	22	\$21.75
T	20	\$18.25	21	\$19.50	22	\$20.75	23	\$22.00
U	21	\$18.50	22	\$19.75	23	\$21.00	24	\$22.25
V	22	\$18.75	23	\$20.00	24	\$21.25	25	\$22.50
W	23	\$19.00	24	\$20.25	25	\$21.50	26	\$22.75
X	24	\$19.25	25	\$20.50	26	\$21.75	27	\$23.00
Y	25	\$19.50	26	\$20.75	27	\$22.00	28	\$23.25
Z	26	\$19.75	27	\$21.00	28	\$22.25	29	\$23.50
AA	27	\$20.00	28	\$21.25	29	\$22.50	30	\$23.75
BB	28	\$20.25	29	\$21.50	30	\$22.75	31	\$24.00
CC	29	\$20.50	30	\$21.75	31	\$23.00	32	\$24.25
DD	30	\$20.75	31	\$22.00	32	\$23.25	33	\$24.50
EE	31	\$21.00	32	\$22.25	33	\$23.50	34	\$24.75
FF	32	\$21.25	33	\$22.50	34	\$23.75	35	\$25.00
GG	33	\$21.50	34	\$22.75	35	\$24.00	36	\$25.75
HH	34	\$21.75	35	\$23.00	36	\$24.25	37	\$25.50
II	35	\$22.00	36	\$23.25	37	\$24.50	38	\$25.75
JJ	36	\$22.25	37	\$23.50	38	\$24.75		
KK	37	\$22.50	38	\$23.75				
LL	38	\$22.75						

Hampton Board of Education Meeting 12 16 2020
 Superintendent's Recommendations for Paraprofessional Step Scales Proposal #1
 Effective July 1 Each Year

July 1, 2021 # employees on step	Step	Rate	Cost 193 days
1	27	\$21.00	\$27,357.75
1	36	\$23.25	\$30,288.94
2	12	\$17.25	\$44,112.56
1	8	\$16.25	\$20,385.63
1	11	\$17.00	\$21,326.50
1	7	\$15.75	\$20,518.31
1	20	\$19.25	\$25,077.94
1	16	\$18.25	\$22,894.63
less IDEA			(\$13,353.00)
Total			\$198,609.25

Hampton Board of Education Meeting 12 16 2020
 Recommendation Prepared at Request of Finance & Operations Proposal #2
 for Paraprofessional Step Scales Effective July 1 Each Year

Employee	09/01/20 Min Wage \$12.00/hr		08/01/21 Min Wage 13.00/hr		07/01/22 Min Wage \$14.00/hr		06/01/23 Min Wage \$15.00/hr	
	2020- 2021	2020- 2021	2021- 2022	2021- 2022	2022- 2023	2022- 2023	2023- 2024	2023- 2024
	Step	Rate	Step	Rate	Step	Rate	Step	Rate
Step 1 2023-2024							1	\$15.00
Step 1 2022-2023					1	\$14.00	2	\$15.00
Step 1 2021-2022			1	\$13.00	2	\$14.00	3	\$15.00
A	1	\$12.00	2	\$13.00	3	\$14.00	4	\$15.00
B	2	\$12.25	3	\$13.00	4	\$14.00	5	\$15.00
C	3	\$12.75	4	\$13.25	5	\$14.00	6	\$15.00
D	4	\$13.25	5	\$13.75	6	\$14.25	7	\$15.00
E	5	\$13.75	6	\$14.25	7	\$14.75	8	\$15.25
F	6	\$14.25	7	\$14.75	8	\$15.25	9	\$15.50
G	7	\$14.75	8	\$15.25	9	\$15.50	10	\$15.75
H	8	\$15.25	9	\$15.50	10	\$15.75	11	\$16.00
I	9	\$15.50	10	\$15.75	11	\$16.00	12	\$16.25
J	10	\$15.75	11	\$16.00	12	\$16.25	13	\$16.50
K	11	\$16.00	12	\$16.25	13	\$16.50	14	\$16.75
L	12	\$16.25	13	\$16.50	14	\$16.75	15	\$17.00
M	13	\$16.50	14	\$16.75	15	\$17.00	16	\$17.25
N	14	\$16.75	15	\$17.00	16	\$17.25	17	\$17.50
O	15	\$17.00	16	\$17.25	17	\$17.50	18	\$17.75
P	16	\$17.25	17	\$17.50	18	\$17.75	19	\$18.00
Q	17	\$17.50	18	\$17.75	19	\$18.00	20	\$18.25
R	18	\$17.75	19	\$18.00	20	\$18.25	21	\$18.50
S	19	\$18.00	20	\$18.25	21	\$18.50	22	\$18.75
T	20	\$18.25	21	\$18.50	22	\$18.75	23	\$19.00
U	21	\$18.50	22	\$18.75	23	\$19.00	24	\$19.25
V	22	\$18.75	23	\$19.00	24	\$19.25	25	\$19.50
W	23	\$19.00	24	\$19.25	25	\$19.50	26	\$19.75
X	24	\$19.25	25	\$19.50	26	\$19.75	27	\$20.00
Y	25	\$19.50	26	\$19.75	27	\$20.00	28	\$20.25
Z	26	\$19.75	27	\$20.00	28	\$20.25	29	\$20.50
AA	27	\$20.00	28	\$20.25	29	\$20.50	30	\$20.75
BB	28	\$20.25	29	\$20.50	30	\$20.75	31	\$21.00
CC	29	\$20.50	30	\$20.75	31	\$21.00	32	\$21.25
DD	30	\$20.75	31	\$21.00	32	\$21.25	33	\$21.50
EE	31	\$21.00	32	\$21.25	33	\$21.50	34	\$21.75
FF	32	\$21.25	33	\$21.50	34	\$21.75	35	\$22.00
GG	33	\$21.50	34	\$21.75	35	\$22.00	36	\$22.25
HH	34	\$21.75	35	\$22.00	36	\$22.25	37	\$22.50
II	35	\$22.00	36	\$22.25	37	\$22.50	38	\$22.75
JJ	36	\$22.25	37	\$22.50	38	\$22.75		
KK	37	\$22.50	38	\$22.75				
LL	38	\$22.75						

Hampton Board of Education Meeting 12 16 2020
 Recommendation Prepared at Request of Finance & Operations Proposal #2
 for Paraprofessional Step Scales Effective July 1 Each Year

July 1, 2021 # employees on step	Step	Rate	Cost 193 days
1	27	\$20.00	\$26,055.00
1	36	\$22.25	\$28,986.19
2	12	\$16.25	\$41,555.31
1	8	\$15.25	\$19,131.13
1	11	\$16.00	\$20,072.00
1	7	\$14.75	\$19,215.56
1	20	\$18.25	\$23,775.19
1	16	\$17.25	\$21,640.13
less IDEA			(\$13,343.00)
Total			\$187,087.50

Hampton Board of Education Meeting 12 16 2020

Recommendation \$1.00 per Step Proposal #3

for Paraprofessional Step Scales Effective July 1 Each Year

Employee	09/01/20 Min Wage \$12.00/hr		08/01/21 Min Wage 13.00/hr		07/01/22 Min Wage \$14.00/hr		06/01/23 Min Wage \$15.00/hr	
	2020- 2021	2020- 2021	2021- 2022	2021- 2022	2022- 2023	2022- 2023	2023- 2024	2023- 2024
	Step	Rate	Step	Rate	Step	Rate	Step	Rate
Step 1 2023-2024							1	\$15.00
Step 1 2022-2023					1	\$14.00	2	\$15.00
Step 1 2021-2022			1	\$13.00	2	\$14.00	3	\$15.00
A	1	\$12.00	2	\$13.00	3	\$14.00	4	\$15.00
B	2	\$12.25	3	\$13.00	4	\$14.00	5	\$15.00
C	3	\$12.75	4	\$13.75	5	\$14.75	6	\$15.75
D	4	\$13.25	5	\$14.25	6	\$15.25	7	\$16.25
E	5	\$13.75	6	\$14.75	7	\$15.75	8	\$16.75
F	6	\$14.25	7	\$15.25	8	\$16.25	9	\$17.25
G	7	\$14.75	8	\$15.75	9	\$16.75	10	\$17.75
H	8	\$15.25	9	\$16.25	10	\$17.25	11	\$18.25
I	9	\$15.50	10	\$16.50	11	\$17.50	12	\$18.50
J	10	\$15.75	11	\$16.75	12	\$17.75	13	\$18.75
K	11	\$16.00	12	\$17.00	13	\$18.00	14	\$19.00
L	12	\$16.25	13	\$17.25	14	\$18.25	15	\$19.25
M	13	\$16.50	14	\$17.50	15	\$18.50	16	\$19.50
N	14	\$16.75	15	\$17.75	16	\$18.75	17	\$19.75
O	15	\$17.00	16	\$18.00	17	\$19.00	18	\$20.00
P	16	\$17.25	17	\$18.25	18	\$19.25	19	\$20.25
Q	17	\$17.50	18	\$18.50	19	\$19.50	20	\$20.50
R	18	\$17.75	19	\$18.75	20	\$19.75	21	\$20.75
S	19	\$18.00	20	\$19.00	21	\$20.00	22	\$21.00
T	20	\$18.25	21	\$19.25	22	\$20.25	23	\$21.25
U	21	\$18.50	22	\$19.50	23	\$20.50	24	\$21.50
V	22	\$18.75	23	\$19.75	24	\$20.75	25	\$21.75
W	23	\$19.00	24	\$20.00	25	\$21.00	26	\$22.00
X	24	\$19.25	25	\$20.25	26	\$21.25	27	\$22.25
Y	25	\$19.50	26	\$20.50	27	\$21.50	28	\$22.50
Z	26	\$19.75	27	\$20.75	28	\$21.75	29	\$22.75
AA	27	\$20.00	28	\$21.00	29	\$22.00	30	\$23.00
BB	28	\$20.25	29	\$21.25	30	\$22.25	31	\$23.25
CC	29	\$20.50	30	\$21.50	31	\$22.50	32	\$23.50
DD	30	\$20.75	31	\$21.75	32	\$22.75	33	\$23.75
EE	31	\$21.00	32	\$22.00	33	\$23.00	34	\$24.00
FF	32	\$21.25	33	\$22.25	34	\$23.25	35	\$24.25
GG	33	\$21.50	34	\$22.50	35	\$23.50	36	\$24.50
HH	34	\$21.75	35	\$22.75	36	\$23.75	37	\$24.75
II	35	\$22.00	36	\$23.00	37	\$24.00	38	\$25.00
JJ	36	\$22.25	37	\$23.25	38	\$24.25		
KK	37	\$22.50	38	\$23.50				
LL	38	\$22.75						

Hampton Board of Education Meeting 12 16 2020
 Recommendation \$1.00 per Step Proposal #3
 for Paraprofessional Step Scales Effective July 1 Each Year

July 1, 2021 # employees on step	Step	Rate	Cost 193 days
1	27	\$20.75	\$27,032.06
1	36	\$23.00	\$29,963.25
2	12	\$17.00	\$43,473.25
1	8	\$15.75	\$19,758.38
1	11	\$16.75	\$21,012.88
1	7	\$15.25	\$19,866.94
1	20	\$19.00	\$24,752.25
1	16	\$18.00	\$22,581.00
less IDEA			(\$13,353.00)
Total			\$195,087.00

HAMPTON BOARD OF EDUCATION
Substitute Pay Rates

MINIMUM WAGE \$12.00 PER HOUR EFFECTIVE SEPTEMBER 01, 2020

Paraprofessional/Executive Secretary Substitute

Without a BA degree

\$12.00 per hour

Teacher/Paraprofessional/Executive Secretary Substitute

Minimum of a BA degree

\$13.50 per hour

BA Step 1 after forty (40) consecutive days in same assignment per Hampton Elementary Association Agreement

Custodian Substitute

\$13.00 per hour

School Nurse Substitute

\$23.50 per hour

All substitutes shall work and be paid a minimum of four (4) hours. If a substitute voluntarily leaves before the four hour mark, the substitute will be paid for no more than the hours worked

*HAMPTON BOARD OF EDUCATION
Substitute Pay Rates
PROPOSED EFFECTIVE JULY 1, 2021*

MINIMUM WAGE \$13.00 PER HOUR EFFECTIVE AUGUST 21, 2021

Paraprofessional/Executive Secretary Substitute
Without a BA degree

\$13.00 per hour

Teacher/Paraprofessional/Executive Secretary Substitute
Minimum of a BA degree

\$14.50 per hour

BA Step 1 after forty (40) consecutive days in same assignment per Hampton
Elementary Association Agreement

Custodian Substitute

\$14.00 per hour

School Nurse Substitute

\$24.50 per hour

*All substitutes shall work and be paid a minimum of four (4) hours. If a substitute
voluntarily leaves before the four hour mark, the substitute will be paid for no
more than the hours worked*

BoE Approved:

HAMPTON BOARD OF EDUCATION
Substitute Pay Rates
PROPOSED EFFECTIVE JULY 1, 2022

MINIMUM WAGE \$14.00 PER HOUR EFFECTIVE JULY 1, 2022

Paraprofessional/Executive Secretary Substitute
Without a BA degree

\$14.00 per hour

Teacher/Paraprofessional/Executive Secretary Substitute
Minimum of a BA degree

\$15.50 per hour

BA Step 1 after forty (40) consecutive days in same assignment per Hampton
Elementary Association Agreement

Custodian Substitute

\$15.00 per hour

School Nurse Substitute

\$25.50 per hour

All substitutes shall work and be paid a minimum of four (4) hours. If a substitute voluntarily leaves before the four hour mark, the substitute will be paid for no more than the hours worked

BoE Approved:

11

*HAMPTON BOARD OF EDUCATION
Substitute Pay Rates
PROPOSED EFFECTIVE JUNE 1, 2023*

MINIMUM WAGE \$14.00 PER HOUR EFFECTIVE JUNE 1, 2023

*Paraprofessional/Executive Secretary Substitute
Without a BA degree*

\$15.00 per hour

*Teacher/Paraprofessional/Executive Secretary Substitute
Minimum of a BA degree*

\$16.50 per hour

*BA Step 1 after forty (40) consecutive days in same assignment per Hampton
Elementary Association Agreement*

Custodian Substitute

\$16.00 per hour

School Nurse Substitute

\$26.50 per hour

*All substitutes shall work and be paid a minimum of four (4) hours. If a substitute
voluntarily leaves before the four hour mark, the substitute will be paid for no
more than the hours worked*

BoE Approved:

12

Students

Personnel –Certified/Non-Certified

Title IX

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

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

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

Notifications

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

Reporting Procedures/Formal Complaint

Any person may report sex discrimination, including sexual harassment, whether or not the person reporting is the person alleged to be the victim of conduct that would constitute sex discrimination or sexual harassment. Such report may be made in person, by mail, by telephone, or by e-mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

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

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

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

District/School's Mandatory Response Obligations

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

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

policy, or did not occur in the District's educational; program or activity against a person in the United States, the District will, as required, dismiss such allegations for purposes of Title IX but may still address the allegations in any manner deemed appropriate by the District.

Notice of Allegation to the Parties

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

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

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

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

Grievance Process

The District, as required, will utilize a consistent, transparent grievance process for resolving formal complaints of sexual discrimination and/or sexual harassment. Such process, as detailed in the administrative regulation accompanying this policy, applies to all District schools equally.

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

Investigations

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

During the grievance process and when investigating:

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

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

The District shall dismiss allegations of sexual harassment that do not meet the definition contained in this policy

or if such conduct did not occur in a District educational program or activity against a person in the United States. Such dismissal is for Title IX purposes.

The District, in its discretion, may dismiss a formal complaint or allegations therein if the Title IX Coordinator is informed by the complainant in writing to withdraw the formal complaint or allegations therein, if the respondent is no longer enrolled or employed by the District, or if specific circumstances prevent the District from gathering sufficient evidence to reach a determination.

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

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

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

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior, per the Title IX Final Rule, are considered irrelevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or offered to prove consent.

Standard of Evidence and Written Determination

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

The Board has chosen to use as the District's standard of evidence the preponderance of evidence standard. *(previous existing standard)* clear and convincing evidence standard. *(a higher bar)*

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

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

Appeals

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

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

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

Informal Resolution Process

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

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

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

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

Record Keeping

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

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

Retaliation

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

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

No school or person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in a Title IX investigation or proceeding.

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

The Board recognizes that the following does not constitute retaliation:

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

The charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

Training

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

training shall include:

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

The District shall, as required, retain its training materials for a period of seven years and to make such materials available on its website (or upon request if the district does not maintain a website).

Nondiscrimination Notice

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

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

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

(cf. 0521 – Nondiscrimination)

(cf. 0521.1 – Grievance Procedure for Section 504, Title IX, and Title VII)

(cf. 4118.11/4218.11 – Nondiscrimination)

(cf. 4118.112/4218.112 – Sex Discrimination and Sexual Harassment in the Workplace)

(cf. 5131.911 – Bullying/Safe School Climate Plan)

(cf. 5145.5 – Sexual Harassment)

(cf. 5145.51 – Peer Sexual Harassment)

Legal Reference: United States Constitution, Article XIV

Civil Rights Act of 1964, Title VII, 42 U.S.C. S2000-e2(a).

Equal Employment Opportunity Commission Policy Guidance (N-915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.

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

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

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

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

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

The Clery Act, 20 U.S.C. §1092(f)

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

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

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

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

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

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

Connecticut General Statutes

46a-60 Discriminatory employment practices prohibited.

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

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

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

Policy adopted:

Sample policies are distributed for demonstration purposes only. Unless so noted, contents do not necessarily reflect official policies of the Connecticut Association of Boards of Education, Inc.

5145.44/4000.1

Students

Personnel --Certified/Non-Certified

Title IX: Grievance Procedure/Complaint Process

Filing of a Formal Complaint

The Board of Education (Board) encourages all victims of sexual discrimination based on the Title IX policy, whether students or employees, to promptly report such claims. Timely reporting of complaints facilitates the investigation and resolution of such complaints. Any person may report sex discrimination, including sexual harassment, whether or not the person reporting is the person alleged to be the victim of conduct that would constitute sex discrimination or sexual harassment.

Such report may be made in person, by mail, by telephone, or by e-mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

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

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

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

The complaint should state the:

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

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

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

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

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

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

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

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

Definitions

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

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

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

Program or activity includes those locations, events, or circumstances over which the District exercises

substantial control over both the respondent and the context in which the sexual harassment occurred.

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

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

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

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

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

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

Grievance/Investigative Process

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

Step 1: Notification of the Involved Parties

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

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

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

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

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

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

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

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

A complaint may be dismissed if the complainant notifies the Title IX Coordinator at any time that he/she wishes

to withdraw the complaint or allegation. The complaint shall also be dismissed if the respondent's enrollment or employment in the District ends, or if specific circumstances prevent the District from gathering evidence sufficient to reach a determination about the complaint.

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

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

Step 2: Fact Gathering

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

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

A party's written consent shall be required before using the party's medical, psychological, or similar treatment records during the grievance/investigative process. The District shall not access, consider, disclose, or otherwise use a party's records that are maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in such individual's capacity, unless the District obtains that party's voluntary written consent.

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

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

Step 3: Review and Analysis of Information

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

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

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

Step 4: Determine a Violation (Determinations of Responsibility)

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

The Board has chosen to use as the District's standard of evidence the preponderance of evidence standard. (*previous existing standard*) clear and convincing evidence standard. (*a higher bar*)

The *preponderance of evidence standard* of proof means that the information gathered concludes that the

allegations are ‘more likely than not’ to be true, or more than 50 percent likely. This standard requires more convincing proof than ‘probable cause’ and less than “beyond a reasonable doubt.

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

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

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

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

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

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

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

Step 6: Appeal Process

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

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

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

(An alternate appeal process: — Appeal to the BOE who shall hold a hearing within 15 days of receipt of such written request to decide the appeal and respond within 10 days of its decision. Employees to use the grievance procedure set forth in the applicable collective bargaining contract. The BOE would also need to receive the training if this option is utilized)

Step 7: Informal Resolution Process

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

The Board does require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, the waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment. The District does not require the parties to participate in an informal

resolution process and will not offer such process unless a formal complaint is filed.

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

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

Other Provisions

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

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

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

The District, in responding to any claim of sexual discrimination under Title IX, shall never deprive any individual of his/her rights guaranteed under the U.S. constitution.

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

The Title IX Coordinator for the District is _____, whose office is located at _____ and whose telephone number is _____, and whose email address is _____.

Legal Reference: United States Constitution, Article XIV

Civil Rights Act of 1964, Title VII, 42 U.S.C. S2000-e2(a).

Equal Employment Opportunity Commission Policy Guidance (N-915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.

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

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

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

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

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

The Clery Act, 20 U.S.C. §1092(f)

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

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

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

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

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

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

Connecticut General Statutes

46a-60 Discriminatory employment practices prohibited.

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

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

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

Regulation approved: