

REGIONAL SCHOOL UNIT 19

TO: RSU 19 Board of Directors
FR: Robin McNeil / Mike Hammer
DT: September 16, 2020
RE: **Policy Committee Meeting Agenda**



DAY: **Tuesday**
DATE: **September 22, 2020**
TIME: 6:30 PM
PLACE: NRH/MS Library

Join Zoom Meeting:

<https://zoom.us/j/95396363589?pwd=WTdPemNvR1Z6TEZXUnRRY1VROWZlQT09>

Phone: 1 575-754-4164

AGENDA

- I. **Public Comment**

- II. **Policy Review**
 - A. GBN-R1 Family and Medical Leave Act (FMLA) Administrative Procedure
 - B. GBN-R2 Maine Family Medical Leave Administrative Procedure
 - C. ACAA-R Student Discrimination/Harassment and Title IX Sexual Harassment Complaint Procedures
 - D. IJNDB Student Acceptable Use Policy

- III. **Other**

- IV. **Adjournment**

A.D.A. Notice: If you have a special need that must be met to allow you to fully participate in this meeting, please contact the Office of the Superintendent at least two (2) days prior to this meeting.

**FAMILY AND MEDICAL LEAVE ACT (FMLA)
ADMINISTRATIVE PROCEDURE**

The following administrative procedure covers the main provisions of the federal Family and Medical Leave Act (FMLA). The guidelines in no way attempt to modify the Act, which should always be referred to when questions about implementation arise. RSU 19 is responsible for analyzing each employee request for leave to determine whether he/she is eligible under the federal and/or state statute. When an employee is eligible for leave under both the federal and state statutes, the applicable law with regard to each benefit shall be the one which provides the greater benefit (usually federal FMLA).

A. Eligibility Requirements

To be eligible under the FMLA, employees must work at a site where 50 or more employees of the same school board are employed within 75 miles of that work site. An employee must have been employed by the school unit for at least twelve months and have worked at least 1250 hours in the previous twelve-month period. According to the law, teachers employed on a full-time basis are presumed to meet the minimum hours requirement.

B. Benefit

Under certain conditions, eligible employees, if qualified, may be entitled to up to 12 weeks or 26 weeks leave in a 12-month period with continuing participation in the RSU's group insurance plan.

The 12-month period for FMLA purposes is designated as the 12 month period measured forward from the date an individual employee's first leave begins.

C. Reasons for Taking Leave

Under the FMLA, an eligible employee is entitled to receive up to twelve weeks of leave during a twelve-month period for the following reasons:

1. The birth and care of a child;
2. The adoption or foster placement of a child with the employee;
3. To care for a spouse, child or parent with a serious health condition; or
4. The employee is unable to perform the functions of his/her position because of a serious health condition.

D. Military Family Leave

1. Military Caregiver Leave

An eligible employee who is a relative of a servicemember can take up to 26 weeks in a 12-month period in order to care for a covered servicemember

who is seriously ill or injured in the line of duty, or a veteran who is undergoing medical treatment, recuperation or therapy for serious injury or illness that occurred any time during the five years preceding the date of treatment.

2. Qualified Exigency Leave (applies to eligible employees with family members who are in the National Guard or Reserves, and Regular Armed Forces)

a. An eligible employee can take up to the normal 12 weeks of leave, if a family member who is a member of the National Guard or Reserve is called up to active duty on a contingency mission.

b. Qualifying exigencies include:

- 1) Short-notice deployment;
- 2) Military events and related activities;
- 3) Childcare and school activities;
- 4) Financial and legal arrangements;
- 5) Counseling;
- 6) Rest and recuperation;
- 7) Post-deployment activities; and
- 8) Additional activities agreed to by the employer and the employee

E. Substitution of Paid Leave

Any leave taken for FMLA-qualifying purposes (including leave taken under employment policies, bargaining agreements, or contracts) shall also be applied to an employee annual FMLA entitlement. When paid leave taken for FMLA-qualifying purposes is exhausted, the balance of FMLA leave shall be unpaid.

F. FMLA Leave When Both Parents Are School Unit Employees

If both parents of a child are employed by RSU 19, they each are entitled to a total of 12 weeks of leave per year. However, leave may be granted to only one parent at a time and if leave is taken: (1) for the birth of a child or to care for the child after birth; or (2) for placement of a child for adoption or foster care or to care for the child after placement.

If spouses are employed by RSU 19, the aggregate number of weeks of leave that can be taken is 26 weeks in a single 12-month period for serviceperson leave or a combination of exigency and serviceperson leave. The aggregate

number of weeks of leave that can be taken by a husband and wife who work for the same employer is 12 weeks if for exigency leave only.

G. Employee Notice Requirement

The employee must follow the employer's standard notice and procedural policies for taking FMLA.

Except as provided elsewhere in this policy, an employee must submit an application for leave at least 30 days in advance when the leave is foreseeable or as soon as practicable if it is not foreseeable.

If an employee fails to provide 30 days' notice of foreseeable leave, the leave may be delayed to start 30 days after notice is given, provided the employee had actual notice of the FMLA notice requirements.

When the need for FMLA leave is foreseeable fewer than 30 days in advance, or the need for FMLA leave is not foreseeable, and the employee fails to provide notice as soon as practicable, the extent to which FMLA leave may be delayed depends upon the facts of the particular case.

H. Medical Certification

~~A sick leave request form is to be completed whenever an employee is absent from work for more than three days or when an employee has need to be absent from work for continuing treatment by (or under the supervision of) a health care provider.~~

RSU 19 will require medical certification to support a request for FMLA leave because of a serious health condition (at employee's expense).

If the leave request is due to the employee's serious health condition, the employee is required to provide medical certification stating the date the health condition commenced, the probable duration, the appropriate medical facts concerning the condition, and that the employee cannot perform the functions of his/her job.

If the leave request is due to the serious health condition of a family member, the employee is required to provide medical certification stating the date the health condition commenced, the probable duration, the appropriate medical facts concerning the condition, and an estimate of the time the employee will be needed to care for the family member.

If the leave request is for leave to care for a covered servicemember, the employee is required to provide certification of the date on which the serious medical condition or injury commenced, the probable duration, the appropriate medical facts within the knowledge of the health care provider regarding the condition or injury, and an estimate of the time the employee will be needed to care for the covered servicemember.

I. Notice for Leave Due to Active Duty or Call to Active Duty of Family Member

In any case in which the necessity for leave is foreseeable, whether because the spouse or a son, daughter, or parent of the employee is on active duty or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as soon as is practicable.

J. Employer Notice Requirement (29 C.F.R. § 825.300)

Employers are required to provide employees with notice explaining the FMLA through a poster and either a handbook or information upon hire. If an employee requests FMLA leave, an employer must provide notice to the employee within five business days of whether the employee meets the FMLA eligibility requirements. If an employee is not eligible to take FMLA, the employer must provide a reason. The employer must also provide a rights and responsibilities notice outlining expectations and obligations relating to FMLA leave. If the employer approves FMLA leave, it must provide the employee with a designation notice stating the amount of leave that will be counted against an employee's FMLA entitlement.

K. Insurance

An employee out on FMLA leave is entitled to continued participation in the appropriate group health plan, provided the employee continues paying the usual premiums throughout the leave period. An employee's eligibility to maintain health insurance coverage will lapse if the premium payment is more than 30 days late.

L. Return

Upon return from FMLA leave, the employee will be restored to his/her previous position or to an equivalent position with equivalent pay, benefits, and other employment terms.

An employee returning from FMLA leave for his/her own serious health condition is required to submit medical certification that indicates fitness to return to work and ability to perform the functions of the job.

If the employee is unable to return to work because of his/her own serious health condition at the end of allowable FMLA leave, the Superintendent may consider a request for extension of unpaid leave and benefits on a case-by case basis. Unless an extension has been granted, failure to return to work upon the expiration of FMLA leave may subject the employee to immediate termination.

M. Special Rules for Instructional Employees

Under federal regulations, certain special rules apply to instructional employees. These rules affect the taking of leave near the end of a semester and the taking of intermittent leave or leave on a reduced leave schedule.

N. Interaction with Maine Law

When an employee is eligible for leave under both the federal and Maine statutes, the applicable law shall be the one that provides the greater benefit.

An employee who is not eligible for federal FMLA leave may be eligible for leave under the Maine FMLA.

The school unit will analyze each request to determine eligibility for federal and/or Maine FMLA leave.

O. Recordkeeping

Employees, supervisors, and building administrators will forward requests, forms, and other material to Central Office/HR to facilitate proper recordkeeping.

NOTE: The following sections in green have been incorporated into the above categories.

~~H. Administration~~

~~A. If the leave request is due to the employee's serious health condition, the employee is required to provide medical certification stating the date the health condition commenced, the probable duration, the~~

~~appropriate medical facts concerning the condition, and that the employee cannot perform the functions of his/her job.~~

~~If the leave request is due to the serious health condition of a family member, the employee is required to provide medical certification stating the date the health condition commenced, the probable duration, the appropriate medical facts concerning the condition, and an estimate of the time the employee will be needed to care for the family member.~~

~~B. The twelve-month period in which an employee is entitled to twelve weeks of FMLA leave shall be based on a **contract year**. (See section B Benefit for change)~~

~~C. An employee must submit an application for leave at least 30 days in advance when the leave is foreseeable, or as soon as practicable if it is not foreseeable.~~

~~————— If an employee fails to provide a 30-day notice of foreseeable leave, the leave may be delayed to start 30 days after notice is given, provided that the employee had actual notice of FMLA notification requirements.~~

~~D. Any leave taken for FMLA qualifying purposes (including leave taken under employment policies, bargaining agreements, or contracts) shall also be applied to an employee annual FMLA entitlement. When paid leave taken for FMLA **qualifying** purposes is exhausted, the balance of FMLA leave shall be unpaid.~~

~~E. Upon an employee's return to work, he/she will be restored to his/her previous position or to an equivalent position with equivalent pay, benefits, conditions and terms of employment.~~

~~————— F. An employee returning from FMLA for his/her own serious health condition is required to submit medical certification that indicated fitness to return to work and ability to perform the functions of the job.~~

~~————— G. If the employee is unable to return to work because of his/her own serious health condition at the expiration of allowable FMLA leave, the Superintendent may consider a request for extension of unpaid leave and benefits on a case-by-case basis. Failure to return to work~~

~~upon the expiration of FMLA leave may subject the employee to immediate termination unless such an extension is granted.~~

~~H. An employee who is not eligible for federal FMLA leave may be eligible for Maine Family Medical Leave.~~

Legal References:

~~26 USC ss 2601 et seq.~~

29 C.F.R. Part 825 (Regulations to Implement the Family and Medical Leave Act of 1993)

MAINE FAMILY MEDICAL LEAVE ADMINISTRATIVE PROCEDURE

The following administrative procedure covers the main provisions of the Maine Family Medical Leave Act. The guidelines in no way attempt to modify the statute, which should always be referred to when questions about implementation arise. RSU 19 is responsible for analyzing each employee request for leave to determine whether he/she is eligible under the federal and/or state statute. When an employee is eligible for leave under both the federal and state statutes, the applicable law with regard to each benefit shall be the one which provides the greater benefit (usually federal FMLA).

I. ELIGIBILITY

To be eligible for Maine Family Medical Leave, employees must work at a site where there are 15 or more employees of a school board. An employee must have been employed by the same employer for 12 consecutive months and not taken such leave within the immediately preceding 24-month period, or have used less than 12 weeks of family medical leave.

Under the Maine Family Medical Leave Act, an eligible employee is entitled to up to 12 consecutive weeks of leave during a 24-month period for the following reasons:

- A. Serious health condition of the employee;
- B. Birth of the employee's child;
- C. Placement of a child 16 years of age or less in connection with the adoption of the child by the employee; or
- D. Serious health condition of a child, **domestic partner's child**, parent, **sibling, domestic partner** or spouse.
 Serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider.
- E. **The donation of an organ of the employee for a human organ transplant; or**
- F. **The death or serious health condition of the employee's spouse, domestic partner, parent, sibling or child if the spouse, domestic partner, parent sibling or child is a member of the state military forces as defined in Title 37-B, section 102, of the Maine Revised Statutes, or of the**

United States Armed Services, including the National Guard and Reserves, dies or incurs a serious health condition while on active duty.

For the purpose of this procedure, "sibling" means a sibling of an employee who is jointly responsible with the employee for each other's common welfare as evidenced by joint living arrangements and joint financial arrangements.

II. DOMESTIC PARTNER DEFINED

For the purpose of determining eligibility for Maine Family Medical Leave, "domestic partner" means the partner of an employee who:

- A. Is a mentally competent adult as is the employee;
- B. Has been legally domiciled with the employee for at least 12 months;
- C. Is not legally married to or legally separated from another individual;
- D. Is the sole partner of the employee and expects to remain so;
- E. Is not a sibling of the employee; and
- F. Is jointly responsible with the employee for each other's common welfare as evidenced by joint living arrangements, joint financial arrangements, or joint ownership of real or personal property.

III. ADMINISTRATION

- A. RSU 19 **may will** require certification from a physician to verify the amount of leave requested. An employee who in good faith relies on treatment by prayer or spiritual means, in accordance with the tenets and practice of a recognized church or religious denomination may submit certification from an accredited practitioner of those healing methods.
- B. An employee requesting leave shall provide at least 30-days notice of the intended dates upon which the leave will commence and terminate, unless prevented by medical emergency from giving required notice.
- C. Any leave taken from Maine Family Medical Leave qualifying purposes, including leave taken under employment policies, bargaining agreements, or contracts, shall also be considered leave under the Maine

Family Medical Leave and shall be applied to an employee's ~~12~~ 10-week Maine Family Medical Leave entitlement every 24-month period. When paid leave taken for Maine Family Medical Leave qualifying purposes is exhausted, the balance of Maine Family Medical Leave shall be unpaid.

- D. During Maine Family Medical Leave, an employee shall be permitted to continue his/her medical insurance plan, providing the employee remits the monthly premium to the Superintendent's Office no later than the first day of the month for which the premium is due.
- E. Upon an employee's return to work, he/she will be restored to his/her previous position or to a position with equivalent seniority status, benefits, pay, and other conditions and terms of employment.
- F. An employee taking Maine Family Medical Leave for his/her own serious health condition may be required to submit certification that he/she is fit to return to work and is able to perform the functions of the position.
- G. Failure to return to work upon the expiration of Maine Family Medical Leave may subject the employee to immediate termination unless such an extension is granted.
- H. An Employee who is not eligible for Maine Family Medical Leave may be eligible for federal Family and Medical Leave.

IV. LEAVE TAKEN INTERMITTENTLY OR ON A REDUCED LEAVE SCHEDULE

Subject to the other requirements of this policy, leave taken intermittently or on a reduced leave schedule (i.e., a leave schedule that reduces the usual number of hours per workweek or hours per workday of an employee) may be taken subject to the following:

- A. Leave for birth or placement related to adoption may not be taken intermittently or on a reduced schedule unless agreed to by both employer and employee;
- B. Leave for a serious health condition of the employee or his/her child,

domestic partner's child, parent, domestic partner or spouse, or for organ donation by the employee may be taken intermittently or on a reduced leave schedule when medically necessary;

- C. The taking of leave intermittently or on a reduced leave schedule may not result in a reduction in the total amount of Maine Family Medical Leave to which the employee is entitled beyond the amount of leave actually taken; and
- D. If an employee requests intermittent leave or leave on a reduced leave schedule for a serious health condition of the employee or his/her child, domestic partner's child, parent, domestic partner or spouse, or for organ donation by the employee that is foreseeable based on planned medical treatment, the employer may require the employee to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that 1) has equivalent pay and benefits, and 2) better accommodates recurring periods of leave than the regular employment position of the employee.

Legal References: 26 MRSA § 843 et seq.

**STUDENT DISCRIMINATION/HARASSMENT AND TITLE IX SEXUAL
HARASSMENT COMPLAINT PROCEDURES**

INTRODUCTORY NOTE

Boards are strongly advised to read this introductory note carefully before proceeding with the sample procedure, which begins on the following page.

This document has been substantially revised due to the requirements in the new Title IX sexual harassment regulations that become effective on August 14, 2020. The definition of sexual harassment in the Title IX regulations has been narrowed and the regulations require a more formal procedure than local Boards have generally used to address discrimination/harassment complaints. At the same time, local Boards still need to comply with other federal and state laws/regulations governing discrimination and harassment, in addition to Title IX.

For these reasons, we have structured this document in three sections. The first section provides the definitions used in the complaint procedures. The second section is the general discrimination/harassment complaint procedure to address all complaints except for those involving Title IX sexual harassment. This is very similar to the procedure school units have used in the past. The third section is the new Title IX sexual harassment complaint procedure.

Local school units have the option of addressing all discrimination/harassment complaints through the Title IX procedure if they wish and deleting Section 2. However, we suggest that local Boards carefully consider this option, as it means that all complaints will need to be addressed through a more formal process than school units have customarily used.

Please note that in previous versions of this sample, the designation of employees to be notified of discrimination/harassment complaints and who are responsible for various actions, has been left largely to the discretion of the school unit. The Title IX regulations require that the individual designated as the Title IX Coordinator be responsible for addressing all Title IX complaints. Because it can be difficult to assess which law and regulations a complaint should be addressed under, we recommend that a combined AAO/Title IX Coordinator be the individual to receive all discrimination/harassment complaints and to determine the appropriate procedure to use in specific cases. Assessing complaints, and deciding which policy/procedure is appropriate to address them, is complex and requires comprehensive training for AAO/Title IX Coordinators.

Any proposed changes to these procedures should be reviewed with legal counsel prior to adoption to ensure compliance with legal requirements. All notes should be removed from this sample prior to adoption.

**STUDENT DISCRIMINATION/HARASSMENT AND TITLE IX SEXUAL
HARASSMENT COMPLAINT PROCEDURES**

The Board has adopted these student procedures in order to provide prompt and equitable resolution of reports and complaints of unlawful discrimination and harassment of students, including sexual harassment, as described in policies AC – Nondiscrimination/Equal Opportunity and Affirmative Action and ACAA – Harassment and Sexual Harassment of Students.

Complaints alleging unlawful harassment or discrimination against employees based on a protected category should be addressed through the Board’s Employee Discrimination/Harassment and Title IX Sexual Harassment Complaint Procedures (ACAB-R).

[Note: We refer to a combined Affirmative Action Officer/Title IX Coordinator in this sample.]

Any individual who is unsure about whether unlawful discrimination or harassment has occurred and/or or which complaint procedure applies is encouraged to contact the Affirmative Action Officer/Title IX Coordinator.

**[INSERT FULL AAO/TITLE IX COORDINATOR INFORMATION HERE:
NAME, TITLE
PHYSICAL ADDRESS
TELEPHONE NUMBER
EMAIL ADDRESS]**

I. DEFINITIONS

For purposes of these complaint procedures, the following definitions will be used. The Affirmative Action Officer/Title IX Coordinator shall assess all reports and complaints to ensure that they are addressed under the appropriate policy and complaint procedure.

A. Discrimination/Harassment Complaint Procedure Definitions

1. “Discrimination or harassment”: Discrimination or harassment on the basis of an individual’s membership in a protected category, which, for students, includes race, color, sex, sexual orientation, gender identity, religion, ancestry, national origin or disability.
2. “Discrimination”: Treating individuals differently, or interfering with or preventing them from enjoying the advantages or privileges afforded to others because of their membership in a protected category.

3. “Harassment”: Oral, written, graphic, electronic or physical conduct relating to an individual’s actual or perceived membership in a protected category that is sufficiently severe, pervasive or persistent so as to interfere with or limit that individual’s ability to participate in the school unit’s programs or activities by creating a hostile, intimidating or offensive environment.
4. “Sexual harassment”: Under Maine law, this means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the following situations:
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of a student’s educational benefits;
 - b. Submission to or rejection of such conduct by a student is used as the basis for decisions on educational benefits; or
 - c. Such conduct has the purpose and effect of substantially interfering with a student’s academic performance or creates an intimidating, hostile or offensive environment.
5. “Sexual orientation”: Under Maine law, this means a person’s “actual or perceived heterosexuality, bisexuality, homosexuality or gender identity or expression.”
6. “Gender identity”: Under Maine law, this means “the gender-related identity, appearance, mannerisms or other gender-related characteristics of an individual, regardless of the individual’s assigned sex at birth.”
7. “Complaint” is defined as an allegation that a student has been discriminated against or harassed on the basis of race, color, sex, sexual orientation, gender identity, religion, ancestry, national origin or disability (and not otherwise addressed in the Title IX regulations and Section 3 of ACAA-R).
8. Complaints of bullying not involving the protected categories or definitions described above may be addressed under Board Policy JICK – Bullying and Cyberbullying of Students.

B. Title IX Sexual Harassment Complaint Procedure Definitions

1. “Sexual Harassment”: Under the federal Title IX regulations, sexual harassment includes the following conduct on the basis of sex which takes place within the context of the school unit’s education programs and activities:
 - a. “Quid pro quo” sexual harassment by a school employee: Conditioning a school aid, benefit or service (such as a better grade or a college recommendation) on an individual’s participation in unwelcome sexual conduct;
 - b. “Hostile environment” sexual harassment: Unwelcome conduct based on sex that a reasonable person would determine is so severe, pervasive and objectively offensive that it effectively denies an individual’s equal access to the school unit’s education programs and activities; or
 - c. Sexual assault, dating violence, domestic violence and stalking as these terms are defined in federal laws.
2. “Report”: Under the Title IX regulations, any individual may make a report of sexual harassment involving a student, whether the individual is the alleged victim or not. School employees are required to report possible incidents of sexual harassment involving a student. A report must be made to the Affirmative Action Officer/Title IX Coordinator. A report triggers certain actions by the AAO/Title IX Coordinator for the alleged victim of sexual harassment, but an investigation is not conducted unless a “Formal Complaint” is filed.
3. “Formal Complaint”: Under the Title IX regulations, the alleged victim of sexual harassment can file a written complaint that triggers the complaint procedure in Section 3 of ACAA-R. Only a student and/or their parent/legal guardian (and in certain circumstances, the AAO/Title IX Coordinator) may file a formal complaint.
“Student”: For the purposes of this procedure, a student is an individual who is enrolled or participating in the school unit’s education programs and activities, or is attempting to enroll or participate.

II. DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURE

[Note: This procedure generally tracks the procedure in earlier versions of ACAA-R, with some adjustments in an effort to minimize differences, where possible, between this complaint procedure and the Title IX sexual harassment complaint procedure in Section 3.]

This procedure should be used for any complaint of unlawful harassment or discrimination complaint based on a protected category which does not involve Title IX sexual harassment (which is addressed in Section 3).

A. How to Make A Complaint

1. School employees are required to promptly make a report to the AAO/Title IX Coordinator if they have reason to believe that a student has been discriminated against or harassed.
2. Students (and others) who believe that they, or another student has been harassed or discriminated against should report their concern promptly to the AAO/Title IX Coordinator.
3. The individual making the report must provide basic information in writing concerning the allegation of harassment or discrimination (i.e., date, time, location, individual(s) who allegedly engaged in harassment or discrimination, description of allegation) to the AAO/Title IX Coordinator.
4. If an individual is unsure as to whether unlawful discrimination or harassment has occurred, or who need assistance in preparing a written complaint, they are encouraged to discuss the matter with the AAO/Title IX Coordinator.
5. Individuals will not be retaliated against for reporting suspected discrimination or harassment, or for participating in an investigation. Retaliation is illegal under federal and state nondiscrimination laws, and any retaliation will result in disciplinary action, up to and including discharge for employees, and expulsion for students.

6. Individuals are encouraged to utilize the school unit's complaint procedure. However, individuals are hereby notified that they also have the right to report incidents of discrimination or harassment to the Maine Human Rights Commission, 51 State House Station, Augusta, Maine 04333 (telephone: 207-624-6290) and/or to the federal Office for Civil Rights, U.S. Department of Education, 5 Post Office Square, 8th Floor, Boston, MA 02109-3921 (telephone: 617-289-0111).

B. Complaint Handling and Investigation

1. The AAO/Title IX Coordinator will promptly inform the Superintendent and the person who is the subject of the complaint (respondent) that a complaint has been received.
2. The AAO/Title IX Coordinator may pursue an informal resolution of the complaint with the agreement of the parties involved. Any party to the complaint may decide to end the informal resolution process and pursue the formal process at any point. Any informal resolution is subject to the approval of the parties and the Superintendent, who shall consider whether the resolution is in the best interest of the school unit and the parties in light of the particular circumstances and applicable policies and laws.
3. The AAO/Title IX Coordinator may implement supportive measures to a student to reduce the risk of further discrimination or harassment to a student while an investigation is pending. Examples of supportive measures include, but are not limited to, ordering no contact between the individuals involved or changing classes.
4. The complaint will be investigated by a trained internal or external individual designated by the Superintendent and the AAO/Title IX Coordinator. Any complaint about an employee who holds a supervisory position shall be investigated by a person who is not subject to that supervisor's authority. Any complaint about the Superintendent should be submitted to the Chair of the Board, who should consult with legal counsel concerning the handling and investigation of the complaint.
5. The investigator shall consult with the AAO/Title IX Coordinator as agreed during the investigation process.

6. The respondent will be provided with an opportunity to be heard as part of the investigation. The complainant shall not be required to attend meetings with the respondent, but may choose to do so as part of an informal resolution process.
7. The complainant and the respondent may suggest witnesses to be interviewed and/or submit materials they believe are relevant to the complaint.
8. If the complaint is against an employee of the school unit, any rights conferred under an applicable collective bargaining agreement shall be applied.
9. Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.
10. The investigation shall be completed within 40 calendar [**or business**] days of receiving the complaint, if practicable. Reasonable extensions of time for good reason shall be allowed.
11. The investigator shall provide a written report and findings to the AAO/Title IX Coordinator.

C. Findings and Subsequent Actions

1. The AAO/Title IX Coordinator shall consult with the Superintendent concerning the investigation and findings.
2. If there is a finding that discrimination or harassment occurred, the AAO/Title IX Coordinator, in consultation with the Superintendent shall:
 - a. Determine what remedial action, if any, is required to end the discrimination or harassment, remedy its effect and prevent recurrence; and
 - b. Determine what disciplinary action should be taken against the individual(s) who engaged in discrimination or harassment, if any.
3. Inform the complainant and the respondent in writing of the results of the investigation and its resolution (in accordance with applicable state and federal privacy laws).

D. Appeals

1. After the conclusion of the investigation, the complainant or respondent may seek an appeal of the findings solely on the basis of either: (a) prejudicial procedural error or (b) the discovery of previously unavailable relevant evidence that could significantly impact the outcome.
2. Appeals must be submitted in writing to the Superintendent within five calendar **[or business]** days after receiving notice of the resolution.
3. Upon receipt of a valid appeal, the Superintendent shall provide notice to the other party, along with an opportunity to provide a written statement within five calendar **[business]** days.
4. The Superintendent shall review the available documentation and may conduct further investigation if deemed appropriate.
5. The Superintendent's decision on the appeal shall be provided to the parties within 10 calendar **[or business]** days, if practicable. The Superintendent's decision shall be final.

[Note: The Board should decide whether to allow appeals of the Superintendent's decisions to the Board. We recommend discussing this option with legal counsel before drafting such language.]

E. Records

The AAO/Title IX Coordinator shall keep a written record of the complaint process.

III. TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURE

This section should be used only for complaints of Title IX sexual harassment as defined in Section 1.B.1.

A. How to Make A Report

1. School employees who have reason to believe that a student has been subjected to sexual harassment is required to promptly make a report to the AAO/Title IX Coordinator.

2. Students, parents/legal guardians or other individuals who believe a student has been sexually harassed are encouraged to make a report to the AAO/Title IX Coordinator.
3. If the individual making the report is the alleged victim, or if the alleged victim is identified by the individual making the report, the AAO/Title IX Coordinator will meet with the alleged victim to discuss supportive measures that may be appropriate in the particular circumstances and explain the process for filing a formal complaint.
 - a. Supportive measures are individualized measures designed to ensure the student can continue to access educational programs and activities (such as requiring no contact between individuals or changing classes).
 - b. Supportive measures may be continued even if the alleged victim chooses not to file a formal complaint, if appropriate under the particular circumstances.
4. The school unit cannot provide an informal resolution process for resolving a report unless a formal complaint is filed.
5. Individuals will not be retaliated against for reporting sexual harassment, or for participating in an investigation. Retaliation is illegal under federal and state nondiscrimination laws, and any retaliation will result in disciplinary actions, up to and including discharge for employees, or expulsion for students.
6. Any student (or their parent/legal guardian) who believes they have been the victim of sexual harassment is encouraged to utilize the school unit's complaint procedure. However, students (and their parents/legal guardians) are hereby notified that they also have the right to report sexual harassment to the Maine Human Rights Commission, 51 State House Station, Augusta, Maine 04333 (telephone: 207-624-6290) and/or to the federal Office for Civil Rights, U.S. Department of Education, 5 Post Office Square, 8th Floor, Boston, MA 02109-3921 (telephone: 617-289-0111).
7. The Superintendent shall be informed of all reports and formal complaints of sexual harassment.

B. How to Make A Formal Complaint

1. An alleged student victim and/or their parent/legal guardian may file a formal written complaint requesting investigation of alleged Title IX sexual harassment. The written complaint must include basic information concerning the allegation of sexual harassment (i.e., date, time, location, individual(s) who allegedly engaged in sexual harassment, description of allegation).

Students who need assistance in preparing a formal written complaint, are encouraged to consult with the AAO/Title IX Coordinator.

2. In certain circumstances, the AAO/Title IX Coordinator may file a formal complaint even when the alleged victim chooses not to. Examples include if the respondent (person alleged to have engaged in sexual harassment) has been found responsible for previous sexual harassment or there is a safety threat within the school unit). In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.
3. In accordance with the Title IX regulations, the AAO/Title IX Coordinator must dismiss a formal complaint under this Title IX procedure if: a) the conduct alleged in the formal complaint does not constitute sexual harassment under the Title IX regulations and this policy; or b) if the conduct alleged did not occur within the scope of the school unit's education programs and activities, or c) did not occur in the United States.
4. In accordance with the Title IX regulations, the AAO/Title IX Coordinator may dismiss a formal complaint under this Title IX procedure if: a) a complainant withdraws the formal complaint, or withdraws particular allegations within the complaint; b) the respondent is no longer employed by or enrolled in the school unit; or c) there are specific circumstances that prevent the school unit from gathering evidence sufficient to reach a determination regarding the formal complaint. However, if the conduct potentially violates other policies or laws, it may be addressed through the applicable Board policy/procedure.

5. If a formal complaint is dismissed under this Title IX procedure, the AAO/Title IX Coordinator will promptly and simultaneously send written notices to the parties explaining the reasons. Parties have the opportunity to appeal dismissals in accordance with subsection I below.
6. If the conduct alleged in a formal complaint potentially violates other laws, Board policies and/or professional expectations, the school unit may address the conduct under Section 2 or another applicable Board policy/procedure.

C. Emergency Removal or Administrative Leave

The Superintendent may remove a student from education programs and activities on an emergency basis, or place an employee on administrative leave during the complaint procedure:

1. If there is a determination (following an individualized safety and risk analysis) that there is an immediate threat to the physical health or safety of an individual arising from the allegations of sexual harassment. Examples of such circumstances might include, but are not limited to, a continued threat of violence against a complainant by a respondent, or a respondent's threat of self-harm due to the allegations.
2. The respondent (and in the case of a student, their parent/legal guardian will be provided notice of the emergency removal or administrative leave, and will be provided an opportunity to challenge the decision following the removal (this is an opportunity to be heard, not a hearing). The respondent has the burden to demonstrate why the emergency removal or administrative leave was unreasonable.
3. Any such decision shall be made in compliance with any applicable disability laws, including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

D. Notice to Parties of Formal Complaint

1. The Title IX Coordinator will provide to the parties written notice of the formal complaint and allegations of sexual harassment potentially constituting prohibited conduct under the Title IX regulations and this procedure. The notice shall include:
 - Notice regarding the complaint procedure and the availability of an informal resolution process;
 - Sufficient details known at the time (including identities of parties, if known; the conduct alleged; and the date and location of the alleged incident, if known), with sufficient time to prepare before any initial interview (not less than five calendar **[or business]** days);
 - As required by the Title IX regulations, a statement that the respondent is presumed not responsible for the alleged conduct and that a determination of responsibility will be made at the conclusion of the complaint); and that the parties may inspect and review evidence;
 - Notice that the parties may each have an advisor of their choice (who may be an attorney), and that the parties may inspect and review evidence;
 - Notice that knowingly making false statements or submitting false information during the complaint process is prohibited and may result in disciplinary action;
 - Notice of the name of the investigator, with sufficient time (no less than three calendar **[or business]** days) to raise concerns of conflict of interest or bias.
2. If additional allegations become known at a later time, notice of the additional allegations will be provided to the parties.
3. The AAO/Title IX Coordinator will discuss supportive measures with each party and implement such measures as appropriate.

E. Informal Resolution Process

After a formal complaint has been filed, and if the AAO/Title IX Coordinator believes the circumstances are appropriate, the AAO/Title IX Coordinator may offer the parties the opportunity to participate in an informal resolution process to resolve the complaint without completing the investigation and determination process. Informal resolutions cannot be used to resolve a formal complaint where a student is the complainant and the respondent is an employee.

Informal resolutions can take many forms, depending on the particular case. Examples include, but are not limited to, facilitated discussions between the parties; restorative justice; acknowledgment of responsibility by a respondent; apologies; disciplinary actions against a respondent or a requirement to engage in specific services; or supportive measures. Both parties must voluntarily agree in writing to participate in an informal resolution process, and either party can withdraw from the process at any time. The Superintendent must agree to the terms of any informal resolution reached between the parties. If an informal resolution agreement is reached, it must be signed by both parties and the school unit. Any such signed agreement is final and binding according to its terms.

If an informal resolution process does not resolve the formal complaint, nothing from the informal resolution process may be considered as evidence in the subsequent investigation or determination.

F. Investigation

1. The complaint will be investigated by a trained internal or external individual designated by the Superintendent and AAO/Title IX Coordinator. Any complaint about an employee who holds a supervisory position shall be investigated by a person who is not subject to that supervisor's authority. Any complaint about the Superintendent should be submitted to the Chair of the Board, who should consult with legal counsel concerning the handling and investigation of the complaint.
2. The investigator shall consult with the AAO/Title IX Coordinator as agreed during the investigation process.

3. If the complaint is against an employee of the school unit, rights conferred under an applicable collective bargaining agreement shall be applied, to the extent they do not conflict with the Title IX regulatory requirements.
4. Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.
5. The investigator will:
 - a. Meet with each party after they have received appropriate notice of any meeting and its purpose, with sufficient time to prepare.
 - b. Allow parties to have their advisor at all meetings related to the complaint, although advisors may not speak on behalf of a party or interfere with the process.
 - c. Allow parties a reasonable opportunity to identify witnesses and submit favorable and unfavorable evidence.
 - d. Interview witnesses and conduct such other activities that will assist in ascertaining facts (site visits, review of documents, etc.).
 - e. Consider evidence that is relevant and directly related to the allegations in the formal complaint.
 - f. During the course of the investigation, provide both parties with an equal opportunity to inspect and review any evidence that is obtained in the investigation that is directly related to the allegations in the formal complaint (including evidence which the school unit does not intend to rely upon in reaching a determination of responsibility), and favorable and unfavorable evidence.
 - g. Prior to completion of the investigation report, provide each party and advisor (if any) the evidence subject to inspection and review, and provide the parties with ten calendar [**or business**] days to submit a written response.
 - h. Consider the parties' written responses to the evidence prior to completing the investigation report.

- i. Create an investigative report that fairly summarizes relevant evidence and send the report to the parties and advisors (if any), for their review and written responses within ten calendar **[or business]** days of receipt.
 - j. After receipt of the parties' written responses (if any), forward the investigation report and party responses to the assigned decision maker.
6. The investigation shall be concluded within 40 calendar **[or business]** days if practicable. Reasonable extension of time for good reason shall be allowed.

G. Determination of Responsibility

[Note: The decision maker cannot be the investigator or Title IX Coordinator, and must receive specific training. If appeals are to be heard by the Superintendent, the Board should determine if they wish to use particular upper-level administrators as decision makers.]

1. The decision maker shall provide the parties with the opportunity to submit written, relevant questions that the party wants asked of another party or witness within five calendar **[or business]** days of when the decision maker received the investigation report and party responses.
 - a. The decision maker shall explain to a party proposing questions if the decision maker excludes a question as not relevant.
2. Each party shall be provided the opportunity to review the responses of another party and/or witness, and to ask limited written follow-up questions within five calendar **[or business]** days of receiving the answers.
3. Each party will receive a copy of the responses to any follow-up questions.

4. The decision maker shall review the investigation report, the parties' responses and other relevant materials, applying the preponderance of the evidence standard ("more likely than not"). [Note: School units can use the clear and convincing standard, but we recommend retaining the preponderance standard that school units use in most other cases.]
5. The decision maker shall issue a written determination, which shall include the following:
 - a. Identification of all the allegations potentially constituting sexual harassment as defined in the Title IX regulations and this policy;
 - b. A description of the procedural steps taken from receipt of the formal complaint through the determination, including notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and meetings held;
 - c. A determination regarding responsibility as to each allegation and findings of fact supporting the determinations;
 - d. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school unit imposes on the respondent, and whether remedies designed to restore or preserve equal access to the school unit's programs and activities will be provided to the complainant;
 - e. The school unit's appeal procedure and permissible bases for the parties to appeal the determination.
6. The written determination shall be provided to the parties simultaneously. The determination concerning responsibility becomes final either on the date that the school unit provides the parties with the written determination of the results of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which the appeal would no longer be considered timely.

H. Remedies, Discipline and Other Actions

[Note: The Title IX regulations require school units to provide a “range,” not an exhaustive list, of measures that would be used to ensure the complainant’s equal access to the school unit’s programs and activities. Likewise, local Boards must include a “range” of disciplinary sanctions that may be imposed. The examples below can be revised to meet local needs.]

1. Remedies

Remedies are measures used to ensure that the complainant has equal access to the school unit’s education programs and activities following the decision maker’s determination. Such remedies may include supportive measures, and may include other appropriate measures, depending upon the determination and the needs of the complainant. The Title IX Coordinator is responsible for implementing remedies and providing any needed assistance to the Complainant.

2. Discipline and Other Actions - Students

The following are of the types of discipline and other actions that may be imposed on a student when there is a determination that they are responsible for one or more violations involving sexual harassment:

- In or out of school suspension.
- Expulsion.
- Restorative justice.
- Requirement to engage in education or counseling program.

3. Discipline and Other Actions – Employees

The following are examples of the types of disciplinary actions that may be imposed on an employee when there is a determination that they are responsible for one or more violations involving sexual harassment:

- Written warning.
- Probation.
- Demotion.
- Suspension without pay.
- Discharge.

The following are examples of other types of actions that may be imposed on an employee when there is a determination of responsibility:

- Performance improvement plan.
- Counseling.
- Training.
- Loss of leadership/stipend position.

I. Appeals

[Note: The person hearing an appeal cannot be the decision maker, investigator or AAO/Title IX Coordinator. Generally, we recommend that the Superintendent be the one to consider appeals, so another individual will need to be the decision maker in that case.]

The parties have the opportunity to appeal a determination regarding responsibility, and from dismissals of formal complaints. Under the Title IX regulations, appeals are allowed on the following grounds:

1. A procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal of the formal complaint was made, that could affect the outcome of the matter; or
3. The Title IX Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent that affected the outcome of the matter.

An appeal must be filed in writing within five calendar **[or business]** days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

1. Appeals must be filed with the Superintendent, who will consider the appeal.
2. The Superintendent shall notify the other party in writing of the appeal and will allow both parties to submit a written statement in support of, or challenging, the determination of the decision maker.

3. The Superintendent shall conduct an impartial review of the appeal, including consideration of the written record of the matter, and may consult with legal counsel or other school unit officials in making their decision.
4. The Superintendent shall issue a written decision describing the result of the appeal and rationale for the result, and provide the written decision simultaneously to the parties. The decision will either deny the appeal; grant the appeal and remand to the decision maker for further consideration; or grant the appeal by revising the disciplinary or other action(s).

J. Records

Records in connection with sexual harassment reports and the complaint process shall be maintained for a minimum of seven years.

Legal Reference: Americans with Disabilities Act (42 U.S.C. §12101 et seq., as amended; 28 C.F.R. § 35.107)
Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. § 794 et seq., as amended; 34 C.F.R. § 104.7)
Title IX of the Education Amendments of 1972 (20 USC § 1681, et seq.); 34 C.F.R. Part 106
Clery Act (20 U.S.C. §1092(f)(6)(A)(v) - definition of sexual assault)
Violence Against Women Act (34 U.S.C. § 1092(f)(6)(A)(v) – definition of sexual assault; 34 U.S.C. § 12291(a)(10) – dating violence; 34 U.S.C. §12291(a)(3) – definition of stalking; 34 U.S.C. §12291(a)(8) – definition of domestic violence)
Title VI of the Civil Rights Act of 1964 (42 USC § 2000d)
Maine Human Rights Act, 5 MRSA § 4551 et seq.
20-A MRSA § 6553
MHRC/MDOE Joint Rule Chapter 94-348 and 05-071, ch. 4

Cross Reference: ACAA-R – Student Discrimination/Harassment and Title IX Sexual Harassment Complaint Procedures
AC – Nondiscrimination/Equal Opportunity and Affirmative Action
ACAD – Hazing
GBEB – Staff Conduct with Students
JFCK – Student Use of Cellular Telephones and Other Electronic Devices
JICIA – Weapons, Violence and School Safety
JICK – Bullying

RSU 19 STUDENT ACCEPTABLE USE POLICY

A: Introduction

The school unit provides devices, networks and Internet access to support the educational mission of the schools and to enhance the curriculum and learning opportunities for students. The Board believes that the resources available through the Internet are of significant value in the learning process and preparing students for future success.

At the same time, the unregulated availability of information and communication on the Internet requires that schools establish reasonable controls for lawful, efficient and appropriate use of this technology. This includes the use, permission and protection of RSU 19 in the application of G Suite (GSuite for Education), social media and compliance with GDPR (General Data Protection Regulation).

Student use of school devices, networks and Internet services is a privilege not a right. Students are required to comply with policy and the accompanying rules. Students in violation may have their device privileges revoked and may also be subject to further disciplinary and/or legal action.

All school unit devices remain under the control, supervision, and ownership of the school unit. The school unit reserves the right to monitor all student device and Internet activity. Students have no expectation of privacy in their use of school devices or networks.

While reasonable precautions will be taken to supervise student use of the Internet, the school unit cannot reasonably prevent all inappropriate uses, including access to objectionable materials and communication with persons outside of the school, in violation of Board policies/procedures and school rules. The school unit is not responsible for the accuracy or quality of information that students obtain through the Internet.

Before students in grades 7-12 are allowed to use school devices and Internet services, the student and the student's parent/guardian must sign and return the Device/Internet Use Acknowledgment annually. The signed acknowledgment will be retained by the school. Devices for grades K-6 will remain within the building and students will review a Device and Internet User Guidelines document with their homeroom teacher.

The Superintendent shall be responsible for overseeing the implementation of policy and the accompanying rules and for advising the Board of the need for any future amendments or revisions to the policy/rules. The Superintendent may develop additional administrative procedures and rules governing the day-to-day management and operations of the school unit's computer system as long as they are consistent with the Board's policy/rules. The Superintendent may delegate specific responsibilities to building administration and others as he/she deems appropriate.

B: For Your Information:

- The 7th and 8th grade devices and accessories that students are being issued/supplied with are the property of the State of Maine, registered to RSU 19 and then supplied to you the student. The computer is only to be used for appropriate purposes as defined within this policy and all other school guidelines.
- Devices are issued to grades 7-12 for school and take home purposes if the take home acknowledgement form has been completed. They are assigned to the student and his/her family and must be returned at the discretion of the Technology Director if so directed.
- Devices for grades K-6 will remain in the classrooms and/or laptop carts and be under direct supervision of the classroom teacher.
- Teachers, school administrators, Ed Techs, and the technology director may inspect a student's device at any time. This inspection may include, but not be limited to, checking logs of past activity. Students may not clear items from the history.
- Students in grades 7-12 and their parents/guardians will need to submit a signed copy of this acceptable use policy before being given their device.
- Students in grades 7-12, and their parents/guardians, will need to submit a signed receipt form acknowledging that they have signed out a device, charger, and case if supplied. This signature will confirm that all items are in good working order and replacement or repair of any item, not under warranty, will be at the student's expense.
- Any inappropriate use of your device may result in various consequences (in consultation with administration and the Technology Director) This range will be determined in section G of this document. Severe or repeated incidents may result in a device downgrade.

C: Device and Internet Use Rules:

These rules implement Board policy (IJNDB) – Student Device and Internet Use. The rules are intended to provide general guidelines and examples of prohibited uses but do not attempt to state all required or prohibited activities by users. Failure to comply with Board policies and these rules may result in loss of device and Internet access privileges, disciplinary action, and/or legal action.

1. **Device Use is a Privilege, Not a Right:** Student use of the school unit's devices, networks, Internet and other services is a privilege, not a right. Unacceptable use/activity may result in suspension or cancellation of privileges as well as additional disciplinary and/or legal action. The building school administration shall have final authority to decide whether a student's privileges will be denied or revoked.

2. **Acceptable Use:** Student access to the school unit's devices, networks, Internet and other services are provided for educational purposes consistent with the school unit's educational mission, curriculum

and instructional goals. The same rules and expectations govern student use of devices as apply to other student conduct and communications. Students are further expected to comply with these rules and all specific instructions from the teacher or other supervising staff member/volunteer when accessing the school unit's devices, networks, Internet and other services. Students' use of devices and resources is provided for educational purposes.

3. **Prohibited Use:** The user is responsible for his/her actions and activities involving school unit devices, networks, Internet and other services and for his/her device files, passwords and accounts. Examples of unacceptable uses that are expressly prohibited include but are not limited to the following: accessing inappropriate materials, illegal activities, violating copyrights, plagiarism, copying software, misuse of passwords/unauthorized access malicious use/vandalism, inappropriate use of social media, altering or bypassing device configurations, networks, and or filters. The user should not use school technology to violate any school policy.

4. **No Expectation of Privacy:** The school unit retains control, custody and supervision of all devices, networks and Internet services owned or leased by the school unit. The school unit reserves the right to monitor all devices, Internet usage, networks and other activity by students. Students have no expectations of privacy in their use of school devices or networks.

5. **Compensation for Losses, Costs and/or Damages:** The student and/or the student's parent/guardian shall be responsible for compensating the school unit for any losses, costs or damages incurred by the school unit related to violations of policy and/or these rules, including investigation of violations.

6. **School Unit Assumes No Responsibility for Unauthorized Charges, Costs or Illegal Use:** The school unit assumes no responsibility for any unauthorized charges made by students including but not limited to credit card charges, long distance telephone charges, equipment and line costs, or for any illegal use of its devices such as copyright violations and or the downloading of illegal copyright content.

7. **Student Security:** A student shall not reveal his/her full name, address or telephone number on the Internet without prior permission from a supervising teacher. Students will not post pictures, either their own or pictures of others, without proper permission. Students should never meet people they have contacted through the Internet without parental permission. Students should inform their supervising teacher if they access information or messages that are dangerous, inappropriate or make them uncomfortable in any way.

8. **System Security:** The security of the school unit's devices, networks, Internet and other services is a high priority. Any user who identifies a security problem must notify an administrator. The user shall not demonstrate the problem to others. Any user who attempts or causes a breach of system security shall have his/her privileges revoked and may be subject to additional disciplinary and/or legal action.

9. **Parental Permission Required:** Students in grades 7-12 and their parent/guardian are required to sign and return the Device/Internet Use Acknowledgment Form before being allowed to use school devices. Students in grades K-6 will have direct staff supervision.

D: Care of the Device:

- Keep all food and drinks away from your device.
- Once the device is issued to the student and his/her family, the student is responsible for it at all times. **Do not give your device to another student to use unless instructed by a staff member.**
- For take home devices, chargers will be left and used at home, students are responsible for bringing a fully charged device to school each day.
- Do not physically mark up the device or its storage case (no writing on, stickers, etc.).
- Your device must be in the student's possession or locked in a secure location at all times. **Do not leave device or accessories in school lockers, the hallway, or gym overnight.**
- The device should never be left unattended.
- When transporting the device make sure it is secured in the case at all times.
- Keep the device clean by using a dry soft, non-abrasive cloth on the screen and keyboard.
- Do not download unauthorized software without first getting authorization from designated RSU 19 IT staff.
- Do not use device for long term storage of personal material such as photos and videos.
- When transporting the device and not in the carrying case or student book bag, ensure that the device is closed and not picked up or moved via the screen.
- It is the user's sole responsibility to ensure that all data is backed up from the device in case the device becomes inoperable for any reason.

E: Replacement Cost Information

Accidental repairs will be assessed the \$35 repair deductible fee and the remaining cost will be covered by the school district. The building school administration shall have final authority to determine the cause of the incident and if it was accidental or negligence in nature.

In the event that the device or accessory item is lost or damaged as a result of user negligence or failure to follow district policies and these laptop guidelines, the following sample costs will be the user's financial responsibility. The stated costs below are just averages and may not be specific to every situation. The building school administration shall have final authority to determine compensation.

Chromebooks

Carrying Case if supplied (Replacement)	\$30
Power Adapter (Lost)	\$45
Case Damage (Drops)	\$200
Screen Damage	\$200
Liquid Damage	\$365
Computer (Replacement)	\$365

Families who find these fees a financial burden can apply for a partial or total fee waiver. Application forms can be picked up at each school's main office. Repairs to school devices damaged intentionally or maliciously may still be billed at their full amount per the discretion of the school administration.

F: Device Use and Behavior Guidelines:

1to1 Scenario, Shared Cart Scenario, Labs

For students if the device is damaged,

- Step 1) They tell their teacher
- Step 2) They complete the Hardware Log in office
- Step 3) They connect with the Tech Department

Physical Use

Accidental Physical Breakage Minimum Guidelines	Intentional Physical Breakage
<p>First Offense:</p> <ul style="list-style-type: none"> ● Deductible Fee or Repair Fee ● Loss of device for time it takes to replace it ● Teacher / Tech conference with student <p>Second Offense:</p> <ul style="list-style-type: none"> ● Deductible Fee or Repair Fee ● Loss of device for time it takes to replace it ● Additional loss of access for 2 weeks ● Parent and admin involvement ● Additional disciplinary action determined by administration <p>Third Offense:</p> <ul style="list-style-type: none"> ● The 3rd accidentally damaged device is considered intentional damage. 	<p>Administration and parental involvement</p> <ul style="list-style-type: none"> ● Loss of device access ● Bill sent to guardians ● Time frame: Loss of device access until bill is paid in full ● Teachers and support staff notified of situation by administration ● Supervised access to devices ● Additional disciplinary action determined by administration ● Note: If a student intentionally damages another student's device, they incur the cost of the device they damaged and will lose their own privileges.

Academic / Content Related Use

Students using devices for other non-academic purposes on school grounds

Loss of device for timeframe by

First Offense:

- Account Restricted OU (Organized Unit which allows student to continue to do school work, however not access the internet) for 5 days
- Teachers notified
- Letter goes home (Parental contact)

Second Offense:

- Account Restricted OU for 1 month
- Parent comes into school for meeting

Third Offense:

- Account Restricted OU for remaining of school year
- Lose access to 1to1 device for the school year
- Administration involvement for the school year

- **During the circumstance when a student must have a device to complete school work. A temporary machine can be checked out as a loaner, however, this device must be returned to the library on a daily basis.**

Legal Reference: 20 USC§677 (Enhancing Education through Technology Act)
 47 USC§254(h)(5) (Children's Internet Protection Act)
 47 CFR§54.52 (Children's Internet Protection Act Certifications)
 Federal Communications Commission Order and Report 11-125, (August 10, 2011)

Cross Reference: EGAD - Copyright Compliance
 GCSA - Employee Computer and Internet Use
 IJNDB-R - Student Computer and Internet Use Rules
 IJND – Distance Learning Program