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| Book         | Policy Manual                  |
| Section      | 0000 Bylaws                    |
| Title        | Copy of BOARD MEMBER AUTHORITY |
| Code         | po0143                         |
| Status       | Policy Committee               |
| Adopted      | August 5, 2019                 |
| Last Revised | March 1, 2022                  |

#### 0143 - BOARD MEMBER AUTHORITY

Individual members of the Board do not possess the powers that reside in the School Board. Daily operations of the School Corporation, including matters of personnel, are the responsibility of the Superintendent.

Individual Board members should direct school district patrons' concerns related to personnel or the daily operations of the school district to the Superintendent.

Unless a Board member is legally entitled to the materials, no member of the Board shall be denied documents or information to which s/he is legally entitled and which are required in the performance of his/her duties as a Board member unless the majority of the Board has voted in a public meeting to censure the member for violating School Board policy.

Access to Corporation personnel records shall be subject to the following guidelines:

- A. Examination of school employee personnel records by the School Board shall be conducted only at executive sessions of the Board. Any Board member may request that the Superintendent bring the personnel records of a designated employee(s) to an executive meeting of the Board when the School Corporation attorney advises the Board that they should view specific personnel records.
- B. Personnel records shall, in their entirety, be returned to the custody of the Superintendent at the conclusion of the executive session of the Board.
- C. Information obtained from employee personnel records and/or the personnel packet by members of the Board shall be used only for the purpose of aiding the members in fulfilling their legal responsibilities in making personnel decisions in matters when the Superintendent recommends such as appointments, assignments, promotions and demotions, remuneration, discipline, and dismissal; or to aid the development and implementation of personnel policies, or for such other uses as are necessary to enable the Board to carry out its legal responsibilities.

Because individual members may not have the legal expertise to recognize those matters which are legally required to remain confidential and because individual members are not entitled to exercise discretion for the Board as a whole:

- A. ~~Materials found in the School Board's meeting packet shall be considered confidential and shall not be released without the School Board's majority vote to do so.~~ **Individual members shall not disseminate materials found in the School Board meetings packet. Requests for materials found in the meeting packet shall be governed by Policy 8310 concerning Public Records.**
- B. Communications between the School Board and the Superintendent shall be disseminated to the public, if at all, through the School Corporation's attorney.





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| Book         | Policy Manual                                     |
| Section      | Revised Policy - Vol. 33, No. 2 - Ready for Board |
| Title        | EMPLOYMENT OF THE SUPERINTENDENT                  |
| Code         | po1220 - Revised 3.1.22                           |
| Status       | Policy Committee                                  |
| Adopted      | August 5, 2019                                    |
| Last Revised | March 1, 2022                                     |

#### **1220 - EMPLOYMENT OF THE SUPERINTENDENT**

The Board vests the primary responsibility for administration of this Corporation in the Superintendent of Schools. The appointment of the Superintendent is, therefore, one of the most important functions the Board can perform.

Whenever the position of Superintendent of Schools becomes vacant, the Board will appoint a Superintendent and fix his/her salary and term of employment which will be no less than three (3) years. However, a subsequent contract may be for a term of any duration.

Beginning with July 1, 2021, and thereafter, the Board will not enter into a contract with a Superintendent on or after the date of the election of one or more members of the governing body until January 1 of the year immediately following the year of the election. This policy provision does not apply if the membership of the governing body does not change as a result of the particular election.

The Board will actively seek the best qualified and most capable candidate for the position of Superintendent. It may be aided in this task by:

- A. a committee of Board members;
- B. the services of professional consultants;
- C. the out-going Superintendent;
- D. the participation of members of the community.

Recruitment procedures will be prepared in advance of the search and will include:

- A. preparation of a written job specification for the position of Superintendent;
- B. preparation of written specifications of qualification in addition to proper State certification;
- C. preparation of informative material describing this Corporation and its educational goals;
- D. where feasible, the opportunity for applicants to visit the schools of this Corporation;
- E. the requirement that each selected candidate for the position be interviewed by Board members in a format that encourages him/her to express his/her educational philosophy;
- F. solicitation of applications from a wide geographical area;
- G. consideration of all applicants fairly without discrimination on the basis of race, gender, age, religion, ethnic background, disability, or other condition unrelated to the position of Superintendent.

No person may be employed as Superintendent of this Corporation unless s/he has signed an employment contract with the Board.

At least seven (7) days before a contract for employment is entered into between the Board and the Superintendent, the Board shall hold a public meeting on the proposed contract to hear objections to and support for and discuss, the proposed contract.

The Board Secretary shall submit notice of the hearing on the proposed contract for publication in a newspaper serving the Corporation in compliance with I.C. 5-3-1 and for posting on the newspaper's Internet website in compliance with I.C. 5-3-1-1.5 at least once no less than ten (10) days before the date of the hearing. The Board Secretary also shall direct that the published notice be posted on the Corporation's Internet website.

The notice shall:

- A. state that on a given day, time, and place, the Board will meet to discuss and hear objections to and support for the proposed contract; and
- B. set forth the details of the proposed contract, including the actual monetary value of the contract, benefits, and any additional forms of compensation for each year of the contract.

The name of the candidate for the position of Superintendent shall not be included in the notices or discussion of the proposed contract.

Such contract will include the following if the Superintendent holds a license under I.C. 20-28-5:

- A. the term for which employment is contracted, including beginning and ending dates;
- B. the salary which the Superintendent will be paid and the intervals at which s/he will be paid;
- C. the benefits to which s/he is entitled;
- D. such other matters as may be necessary to a full and complete understanding of the employment contract.

See also Policy 8311 - Public Access to Employee Contracts for further posting requirements following the approval of an employment contract with the Superintendent. In the event of a conflict between the provisions of the Superintendent's contract and the terms of the policies of the West Lafayette Community School Corporation, the terms of the contract shall govern.

**Anti-Nepotism:**

**"Relatives" include: children, stepchildren, siblings, half-siblings, step-siblings, spouse, domestic partner, parents, stepparents, in-laws, or bona fide dependents of a Board member or the Superintendent.**

**Relatives of Board members may be employed by the Corporation, provided the member of the Board involved does not participate in any way in the discussion or vote on the relative's employment.**

**Relatives of the Superintendent may be employed by the Corporation, provided the staff member being employed is not placed in a position in which the relative staff member~~s/he~~ would be supervised directly by the Superintendent.**

**Non-Fraternization:**

**Corporation employees may not date, develop romantic relationships with or have sexual relations with individuals who are the employee's supervisor or those that they supervise.**

The Superintendent so appointed will devote himself/herself to the duties of his/her office.

Any candidate's intentional misstatement of fact material to his/her qualification for employment or the determination of his/her salary will be considered by this Board to constitute grounds for his/her dismissal.

The person selected for the position of Superintendent may be required to undergo a physical examination reasonably related to the duties s/he will be required to perform, the cost of which will be borne by the Corporation.

The contract may be altered or rescinded for a new one at any time by mutual consent of the governing body and the superintendent. The consent of both parties must be in writing and must be expressed in a manner consistent with I.C. 20-28-8-6, -7, and -8. If the Superintendent holds a license under I.C. 20-28-5, the rights of a Superintendent as a teacher under any other law are not affected by the contract.

Legal

I.C. 5-14-1.5-6.1(b)(5) and (9)

I.C. 20-28-8-6

I.C. 20-28-8-7

I.C. 20-28-8-8





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| Book         | Policy Manual   |
| Section      | Revised Policy - Vol. 33, No. 2 - Ready for Board   |
| Title        | Copy of Copy of Copy of NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES |
| Code         | po2266  |
| Status       | Policy Committee  |
| Adopted      | February 1, 2021  |
| Last Revised | March 1, 2022   |

## **2266 - NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES**

### **Introduction**

The School Board of the West Lafayette Community School Corporation (hereinafter referred to as "the Board" or "the Corporation") does not discriminate on the basis of sex (including sexual orientation or gender identity) in its education programs or activities and is required by Title IX of the Education Amendments of 1972 and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

The Board prohibits Sexual Harassment that occurs within its education programs and activities. When the Corporation has actual knowledge of Sexual Harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, the Board is committed to eliminating Sexual Harassment and will take appropriate action when an individual is determined responsible for violating this policy. Members of the Corporation Community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. Third Parties who engage in Sexual Harassment also are subject to the disciplinary sanctions listed in this policy. The Board will provide persons who have experienced Sexual Harassment ongoing remedies as reasonably necessary to restore or preserve access to the Corporation's education programs and activities.

### **Coverage**

This policy applies to Sexual Harassment that occurs within the Corporation's education programs and activities and that is committed by a member of the Corporation Community or Third Party.

This policy does not apply to Sexual Harassment that occurs off school grounds, in a private setting, and outside the scope of the Corporation's education programs and activities; such Sexual Misconduct / Sexual Activity may be prohibited by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws and/or Employee/Administrator Handbook(s) if committed by a Corporation employee.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the Corporation's education programs or activities. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student or by Board policies and administrative guidelines, applicable State and/or Federal laws, and/or Employee / Administrator Handbook(s) if committed by a Corporation employee.

Complaints alleging sexual harassment and/or discrimination on the basis of sex also are covered by and subject to the investigation procedures in Board Policy 5517 - Anti-Harassment. Complaints not covered by this policy still may be governed by and subject to

the procedures in Policy 5517 - Anti-Harassment.

## Definitions

Terms used in this policy shall have those meanings defined herein; terms not defined herein shall be construed according to their plain and ordinary meanings.

**Actual Knowledge:** "Actual knowledge" means notice of Sexual Harassment or allegations of Sexual Harassment to the Corporation's Title IX Coordinator, or any Corporation official who has authority to institute corrective measures on behalf of the Board, or any Corporation employee. The mere ability or obligation to report Sexual Harassment or to inform a student about how to report Sexual Harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the Corporation. "Notice" includes, but is not limited to, a report of Sexual Harassment to the Title IX Coordinator. This standard is not met when the only Corporation official with actual knowledge is the Respondent.

**Complainant:** "Complainant" means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.

**Corporation Community:** "Corporation Community" refers to students and Corporation employees (i.e., administrators and professional and classified staff), as well as Board members, agents, volunteers, contractors, and other persons subject to the control and supervision of the Board.

**"Dating violence"** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

**Day(s):** Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

**"Domestic violence"** includes felony or misdemeanor crimes of violence committed by:

- A. A current or former spouse or intimate partner of the victim;
- B. A person with whom the victim shares a child in common;
- C. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
- D. A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or
- E. Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.

**Education Program or Activity:** "Education program or activity" refers to all operations of the Corporation, including but not limited to in-person and online educational instruction, employment, extracurricular activities, athletics, performances, and community engagement, and outreach programs. The term applies to all activity that occurs on school grounds or on other property owned or occupied by the Corporation. It also includes locations, events, and circumstances that take place off-school property/grounds over which the Board exercises substantial control over both the Respondent and the context in which the Sexual Harassment occurs.

**Eligible Student:** "Eligible Student" means a student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

**Exculpatory Evidence:** "Exculpatory evidence" is evidence that tends to clear or excuse a Respondent from allegations of Sexual Harassment.

**Formal Complaint:** "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that the Corporation investigate the allegation(s) of Sexual Harassment. At the time of filing a Formal Complaint with the Corporation, a Complainant must be participating in or attempting to participate in the Corporation's education program or activity. A "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal that the Board provides for this purpose) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the Formal Complaint. Where the Title IX Coordinator signs a Formal Complaint, the Title IX Coordinator is not a Complainant or a party to the Formal Complaint and must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.



**Inculpatory Evidence:** "Inculpatory evidence" is evidence that tends to establish a Respondent's responsibility for alleged Sexual Harassment.

**Respondent:** "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.

**Sexual Harassment:** "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:

- A. A Corporation employee conditioning the provision of an aid, benefit, or service of the Corporation on an individual's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);
- B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Corporation's education program or activity; or
- C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

"Sexual assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent, **and including the sex offenses of Incest and Statutory Rape**. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.

1. Rape is the carnal knowledge of a person (i.e., penetration, no matter how slight, of the genital or anal opening of a person), without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
2. Sodomy is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
3. Sexual Assault with an Object is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.
4. Fondling is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
5. Incest is, **whether forcible or nonforcible**, sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.
6. Statutory Rape, **whether forcible or nonforcible**, is sexual intercourse with a person who is under the statutory age of consent as defined by State law.
7. Consent refers to words or actions that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent.
8. Incapacitated refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep.

**"Stalking"** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

**Supportive Measures:** "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the Corporation's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Corporation's educational environment or deter Sexual Harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, school/campus escort services, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus (including school buildings and facilities), referral to Employee Assistance Program, and other similar measures.

**Third Parties:** "Third Parties" include, but are not limited to, guests and/or visitors on Corporation property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with the Board, and other individuals who come in contact with members of the Corporation Community at school-related events/activities (whether on or off Corporation property).

### **Title IX Coordinator(s)**

The Board designates and authorizes the following individual(s) to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

Joel Strode  
Athletic Director  
1105 North Grant Street, West Lafayette, IN 47906  
765-746-0400 ext. 4617  
strodej@wl.k12.in.us

Jane Schott  
Assistant Athletic Director  
1105 North Grant Street, West Lafayette, IN 47906  
765-746-0400 ext. 4748  
schottj@wl.k12.in.us

The Title IX Coordinator shall report directly to the Superintendent except when the Superintendent is a Respondent. In such matters, the Title IX Coordinator shall report directly to the Board Attorney. Questions about this policy should be directed to the Title IX Coordinator.

The Superintendent shall notify applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Corporation employees, and all unions or professional organizations holding collective bargaining or professional agreements with the Board of the following information:

The Board of the West Lafayette Community School Corporation does not discriminate on the basis of sex in its education program or activity and is required by Title IX and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The Corporation's Title IX Coordinator(s) is/are:

Joel Strode  
Athletic Director  
1105 North Grant Street, West Lafayette, IN 47906  
765-746-0400 ext. 4617  
strodej@wl.k12.in.us

Jane Schott  
Assistant Athletic Director  
1105 North Grant Street, West Lafayette, IN 47906  
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Any inquiries about the application of Title IX and its implementing regulations to the Corporation may be referred to the Title IX Coordinator(s), the Assistant Secretary for the U.S. Department of Education's Office for Civil Rights, or both.

The Board has adopted a grievance process that provides for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process is included in Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at: [go.boarddocs.com/in/wlcs/Board.nsf/Public](http://go.boarddocs.com/in/wlcs/Board.nsf/Public). The grievance process specifically addresses how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the Corporation will respond.

The Superintendent also shall prominently display the Title IX Coordinator's(s') contact information – including Name(s) and/or Title(s), Phone Number(s), Office Address(es), and Email Address(es) – and this Policy on the Corporation's website and in each handbook or catalog that the Board makes available to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Corporation employees, and all unions or professional organizations holding collective bargaining or professional agreements.

### **Grievance Process**

The Board is committed to promptly and equitably resolving student and employee complaints alleging Sexual Harassment. The Corporation's response to allegations of Sexual Harassment will treat Complainants and Respondents equitably, including providing supportive measures to the Complainant and Respondent, as appropriate, and following this Grievance Process before the imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent.

The Title IX Coordinator(s), along with any investigator(s), decision-maker(s), or any person(s) designated to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If a determination of responsibility for Sexual Harassment is made against the Respondent, the Board will provide remedies to the Complainant. The remedies will be designed to restore or preserve equal access to the Corporation's education program or activity. Potential remedies include, but are not limited to, individualized services that constitute supportive measures. Remedies also may be disciplinary or punitive in nature and may burden the Respondent.

The Process described herein relates exclusively to complaints brought under this Policy. The Corporation will continue to handle complaints subject to the Corporation's other nondiscrimination and anti-harassment policies, including Policy 5517 - Anti-Harassment; Policy 5517.01 - Bullying; Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity; Policy 2260.01 - Section 504/ADA Prohibition Against Discrimination Based on Disability; 1422/3122/4122 - Nondiscrimination and Equal Employment Opportunity; and 1662/3362/4362 - Anti-Harassment.

### **Report of Sexual Discrimination/Harassment**

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 could constitute sex discrimination or Sexual Harassment), in person, by mail, by telephone, or by electronic mail, using the Title IX Coordinator's(s') contact information listed above, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. Reports may be made at any time (including during non-business hours), by using the telephone number(s) or electronic mail address(es), or by mail to the office address(es), listed for the Title IX Coordinator(s).

Corporation employees are required, and Board members, Corporation Community members and Third Parties are encouraged, to report allegations of sex discrimination or Sexual Harassment promptly to the/a Title IX Coordinator or to any Corporation employee, who in turn will notify the/a Title IX Coordinator. Reports can be made orally or in writing and should be as specific as possible. The person making the report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a report involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the person making the report should submit it to the Superintendent, or another Corporation employee who, in turn, will notify the Superintendent of the report. The Superintendent will then serve in place of the Title IX Coordinator for purposes of addressing that report of Sexual Harassment.

The Board does business with Third Parties who are not students or employees of the Board. Notwithstanding any rights that a given Third-Party Respondent may have under this policy, the Board retains the right to limit any vendor's, contractor's, or Third Party's access to school grounds for any reason. The Board further retains all rights it enjoys by contract or law to terminate its relationship with any Third Party irrespective of any process or outcome under this policy.

A person may file criminal charges simultaneously with filing a Formal Complaint. A person does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to Title IX may be filed with the U.S. Department of Education's Office for Civil Rights at any time.

Any allegations of Sexual Misconduct/Sexual Activity not involving Sexual Harassment will be addressed through the procedures outlined in Board policies and/or administrative guidelines, the applicable Student Code of Conduct, or Employee / Administrator Handbook(s).

Because the Corporation is considered to have actual knowledge of Sexual Harassment or allegations of Sexual Harassment if (subject to limited exceptions) any Corporation employee has such knowledge, and because the Board must take specific actions when it has notice of Sexual Harassment or allegations of Sexual Harassment, a Corporation employee who has independent knowledge of or receives a report involving allegations of sex discrimination and/or Sexual Harassment must promptly notify the/a Title IX Coordinator. The Corporation employee must also comply with mandatory reporting responsibilities regarding suspected abuse, abandonment or neglect of a child pursuant to I.C. 31-33-5-1 and Policy 8462- Student Abuse and Neglect, if applicable. If the Corporation employee's knowledge is based on another individual bringing the information to the Corporation employee's attention and the reporting individual submitted a written complaint to the Corporation employee, the Corporation employee must provide the written complaint to the Title IX Coordinator.

If a Corporation employee fails to report an incident of Sexual Harassment of which the Corporation employee is aware, the Corporation employee may be subject to disciplinary action, up to and including termination.

When a report of Sexual Harassment is made, the Title IX Coordinator shall promptly contact the Complainant (including the parent/guardian if the Complainant is under eighteen (18) years of age or under guardianship) to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the Complainant or Respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the Corporation to provide the supportive measures.

**Emergency Removal:** Subject to limitations and/or procedures imposed by State and/or Federal law, the Superintendent may remove a student Respondent from its education program or activity on an emergency basis after conducting an individualized safety and risk analysis. The purpose of the individualized safety and risk analysis is to determine whether the student Respondent poses an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment that justifies removal. If the Corporation determines the student Respondent poses such a threat, it will so notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal. See Policy Policy 5605 – Suspension and Expulsion of Students with Disabilities 5610 – Suspension and Expulsion of Students, Policy 5611 – Due Process Rights, and 5620 – Court Assisted Resolution of Suspension and Expulsion.

If the Respondent is a non-student employee, the Corporation may place the Respondent on administrative leave during the pendency of the grievance process.

For all other Respondents, including other members of the Corporation Community and Third Parties, the Board retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

### **Formal Complaint of Sexual Harassment**

A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information set forth above. If a Formal Complaint involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the Complainant should submit the Formal Complaint to the Superintendent, who will designate another person to serve in place of the Title IX Coordinator for the limited purpose of implementing the grievance process with respect to that Formal Complaint.

When the Title IX Coordinator receives a Formal Complaint or signs a Formal Complaint, the Corporation will follow its Grievance Process, as set forth herein. Specifically, the Corporation will undertake an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, and will not make credibility determinations based solely on a person's status as a Complainant, Respondent, or witness.

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of Sexual Harassment or submitting a false Formal Complaint. The Board will not tolerate such conduct, which is a violation of the Student Code of Conduct.

The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

### **Timeline**

The Corporation will seek to conclude the grievance process, including resolving any appeals, within ninety (90) days of receipt of the Formal Complaint.

If the Title IX Coordinator offers informal resolution processes, the informal resolution processes may not be used by the Complainant or Respondent to unduly delay the investigation and determination of responsibility. The timeline, however, may be subject to a temporary delay of the grievance process or a limited extension for good cause with written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as: the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; and the need for language assistance or accommodation of disabilities.

Upon receipt of a Formal Complaint, the Title IX Coordinator will provide written notice of the following to the parties who are known:

- A. Notice of the Board's grievance process, including any informal resolution processes;
- B. Notice of the allegations of misconduct that potentially constitute Sexual Harassment as defined in this policy, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting Sexual

Harassment, and the date and location of the alleged incident, if known. The written notice must:

1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
2. inform the parties that they may have an advisor of their choice, and may inspect and review evidence.
3. inform the parties of any provision in the Student Code of Conduct, this policy, that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during the course of the investigation, the investigator becomes aware of allegations about the Complainant or Respondent that are not included in the original notice provided to the parties, the investigator will notify the Title IX Coordinator, and the Title IX Coordinator will decide whether the investigator should investigate the additional allegations; if the Title IX Coordinator decides to include the new allegations as part of the investigation, the Title IX Coordinator will provide notice of the additional allegations to the parties whose identities are known.

### **Dismissal of a Formal Complaint**

The Corporation shall investigate the allegations in a Formal Complaint, unless the conduct alleged in the Formal Complaint:

- A. would not constitute Sexual Harassment (as defined in this policy) even if proved;
- B. did not occur in the Corporation's education program or activity; or
- C. did not occur against a person in the United States.

If one of the preceding circumstances exist, the Title IX Coordinator shall dismiss the Formal Complaint. If the Title IX Coordinator dismisses the Formal Complaint due to one of the preceding reasons, the Corporation may still investigate and take action with respect to such alleged misconduct pursuant to another provision of an applicable code of conduct, Board policy, and/or Employee / Administrator Handbook.

The Title IX Coordinator may dismiss a Formal Complaint, or any allegations therein, if at any time during the investigation or hearing:

- A. a Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein;
- B. the Respondent is no longer enrolled in the Corporation or employed by the Board; or
- C. specific circumstances prevent the Corporation from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.

If the Title IX Coordinator dismisses a Formal Complaint or allegations therein, the Title IX Coordinator promptly must send written notice of the dismissal and the reason(s) therefore simultaneously to the parties.

### **Consolidation of Formal Complaints**

The Title IX Coordinator may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of Sexual Harassment arise out of the same facts or circumstances.

Where a grievance process involves more than one Complainant or more than one Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

### **Informal Resolution Process**

Under no circumstances shall a Complainant be required as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, to waive any right to an investigation and adjudication of a Formal Complaint of Sexual Harassment. Similarly, no party shall be required to participate in an informal resolution process.

If a Formal Complaint is filed, the Title IX Coordinator may offer to the parties an informal resolution process. If the parties mutually agree to participate in the informal resolution process, the Title IX Coordinator shall designate a trained individual to facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. The informal resolution process may be used at any time prior to the decision-maker(s) reaching a determination regarding responsibility.



If the Title IX Coordinator is going to propose an informal resolution process, the Title IX Coordinator shall provide to the parties a written notice disclosing:

- A. the allegations;
- B. the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations; and
- C. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the Formal Complaint.

Before commencing the informal resolution process, the Title IX Coordinator shall obtain from the parties their voluntary, written consent to the informal resolution process.

During the pendency of the informal resolution process, the investigation and adjudication processes that otherwise would occur are stayed and all related deadlines are suspended.

The informal resolution process is not available to resolve allegations that a Corporation employee or another adult member of the Corporation Community or Third Party sexually harassed a student.

The informal resolution process is not available to resolve allegations regarding a sexual assault involving a student Complainant and a student Respondent.

#### **Investigation of a Formal Complaint of Sexual Harassment**

In conducting the investigation of a Formal Complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility is on the Corporation, not the parties.

In making the determination of responsibility, the decision-maker(s) is/are directed to use the preponderance of the evidence standard. The decision-maker(s) is charged with considering the totality of all available evidence, from all relevant sources.

The Corporation is not permitted to 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 paraprofessional acting in the professional's or paraprofessional's capacity or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the party provides the Corporation with voluntary, written consent to do so; if a student party is not an Eligible Student, the Corporation must obtain the voluntary, written consent of a parent.

Similarly, the investigator(s) and decision-maker(s) may not require, allow, rely upon or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege in writing.

As part of the investigation, the parties have the right to:

- A. present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence; and
- B. have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice. The Corporation may not limit the choice or presence of an advisor for either the Complainant or Respondent in any meeting or grievance proceeding.
- C. Board Policy 2461 – Recording of Corporation Meetings Involving Students and/or Parents controls whether a person is allowed to audio record or video record any meeting or grievance proceeding.

Neither party shall be restricted in their ability to discuss the allegations under investigation or to gather and present relevant evidence.

The Corporation will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews or other meetings, with sufficient time for the party to prepare to participate. The investigator(s) and decision-maker(s) must provide a minimum of twenty-four (24) hours notice with respect to investigative interviews and other meetings and three (3) days' notice with respect to hearings.

Both parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Corporation does not intend to rely

in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

Prior to completion of the investigative report, the investigator will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least ten (10) calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report. The Corporation will make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

At the conclusion of the investigation, the investigator shall create an investigative report that fairly summarizes relevant evidence and send the report to each party and the party's advisor, if any, for their review and written response. The investigator will send the investigative report in an electronic format or a hard copy, at least ten (10) calendar days prior to a hearing or the decision-maker(s) issuing a determination regarding responsibility.

### **Determination of Responsibility**

The Title IX Coordinator shall appoint a decision-maker(s) to issue a determination of responsibility. The decision-maker(s) cannot be the same person(s) as the Title IX Coordinator(s) or the investigator(s).

After the investigator sends the investigative report to the parties and the decision-maker(s), and prior to the decision-maker(s) issuing a determination of responsibility, the decision-maker(s) may conduct a hearing.

If the decision-maker(s) decides not to conduct a hearing, the decision-maker(s) will state in writing the reason for not conducting a hearing and provide that explanation to the parties. Additionally, before the decision-maker(s) reaches a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

If the decision-maker(s) elects to conduct a hearing, the hearing will proceed as follows:

At the hearing, the decision-maker(s) will allow each party or each party's advisor to submit relevant questions to the decision-maker(s) who will ask the questions to the other party and any witnesses. Before a Complainant, Respondent, or witness answers a cross-examination or other question, the decision-maker(s) must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. Only relevant cross-examination and other questions, including follow-up questions and questions challenging credibility, will be permitted. Such cross-examination and questioning at the hearing shall be conducted orally and in real-time.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

If a party or witness does not submit to cross-examination at the hearing, the decision-maker(s) must not rely on any statement of that party or witness in reaching a determination regarding responsibility; provided, however, that the decision-maker(s) cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the hearing or refusal to answer cross-examination or other questions.

Hearings may be conducted with all parties physically present in the same geographic location or, at the discretion of the decision-maker(s) Title IX Coordinator(s), any or all parties, witnesses, and other participants may appear at the hearing virtually, with technology enabling participants simultaneously to see and hear each other. At the request of either party, the decision-maker shall provide for the hearing to occur with the parties located in separate rooms with technology enabling the decision-maker(s) and parties to simultaneously see and hear the party or witness answering questions. The Corporation will create an audio or audio-visual recording, or transcript, of any hearing and make it available to the parties for inspection and review.

**Determination regarding responsibility:** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) must apply the preponderance of the evidence standard.

The written determination will include the following content:

- A. Identification of the allegations potentially constituting Sexual Harassment pursuant to this policy;
- B. A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, [and] methods used to gather other evidence and hearings held;

C. Findings of fact supporting the determination;

D. Conclusions regarding the application of the applicable code of conduct to the facts;

E. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the decision-maker(s) is recommending that the Corporation impose on the Respondent(s) and whether remedies designed to restore or preserve equal access to the Corporation's education program or activity should be provided by the Corporation to the Complainant(s); and

F. The procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

Disciplinary sanctions/consequences may be imposed on a student Respondent who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment), including but not limited to:

A. Informal Discipline

1. changing of seating or location;
2. before-school, lunchtime, after-school detention;
3. in-school discipline.

B. Formal Discipline

1. suspension of bus riding/transportation privileges;
2. removal from co-curricular and/or extra-curricular activity(ies), including athletics;
3. emergency removal;
4. suspension for up to ten (10) school days;
5. expulsion for up to one (1) year; and
6. any other sanction authorized by the Student Code of Conduct.

If the decision-maker(s) determines the student Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with Policy 5600 – Student Discipline, Policy 5605 – Suspension/Expulsion of Students with Disabilities, Policy 5610 – Suspension and Expulsion of Students, Policy 5610.02 – In-School Discipline, and Policy 5611 – Due Process Rights. Discipline of a student Respondent must comply with the applicable provisions of the Individuals with Disabilities Education Act (IDEA), as amended, and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

Disciplinary sanctions/consequences may be imposed on an employee Respondent who is determined responsible for violating this policy including but not limited to (i.e., engaging in Sexual Harassment):

- A. oral or written warning;
- B. written reprimands;
- C. performance improvement plan;
- D. required counseling;
- E. required training or education;
- F. demotion;
- G. suspension with pay;
- H. suspension without pay;



I. termination;

J. any other sanction authorized by any applicable Employee/Administrator Handbook and/or applicable collective bargaining agreement.

If the decision-maker(s) determines the employee Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with applicable due process procedures, whether statutory or contractual. If the Superintendent is the Respondent, the Title IX Coordinator will notify the Board Attorney of the recommended remedies for consideration and, if necessary and appropriate, implementation in compliance with applicable due process procedures, whether statutory or contractual.

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

Disciplinary sanctions/consequences may be imposed on a non-student / non-employee member of the Corporation Community or a Third Party who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment), including but not limited to:

- A. oral or written warning;
- B. suspension or termination/ cancellation of the Board's contract with the third-party vendor or contractor;
- C. mandatory monitoring of the third party while on school property and/or while working/interacting with students;
- D. restriction/prohibition on the third party's ability to be on school property; and
- E. any combination of the same.

If the decision-maker(s) determines the third party Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including imposition of sanctions. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so appropriate action can be taken.

The decision-maker(s) will provide the written determination to the Title IX Coordinator who will provide the written determination to the parties simultaneously.

In ultimately imposing a disciplinary sanction/consequence, the Superintendent (or the Board when the Superintendent is the Respondent) will consider the severity of the incident, previous disciplinary violations (if any), and any mitigating circumstances. If the Respondent is a Member of the Board, s/he shall be excluded from any determination regarding the imposition of a disciplinary sanction/consequence by the remaining School Board members.

The Corporation's resolution of a Formal Complaint ordinarily will not be impacted by the fact that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

At any point in the grievance process and procedures, the Superintendent (or the Title IX Coordinator if the Superintendent is the Respondent) may involve local law enforcement and/or file criminal charges related to allegations of Sexual Harassment that involve a sexual assault.

The Title IX Coordinator is responsible for effective implementation of any remedies.

### **Appeal**

Both parties have the right to file an appeal from a determination regarding responsibility, or from the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, on the following bases:

- A. Procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);
- B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome of the matter; and
- C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter.
- D. The recommended remedies (including disciplinary sanctions/consequences) are unreasonable in light of the findings of fact (i.e., the nature and severity of the Sexual Harassment).

Any party wishing to appeal the decision-maker(s)'s determination of responsibility or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein must submit a written appeal to the Title IX Coordinator within five (5) days after receipt of the decision-maker(s)'s determination of responsibility or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein.

Nothing herein shall prevent the Superintendent (or the Board when the Superintendent is the Respondent) from imposing any remedy, including disciplinary sanction, while the appeal is pending.

As to all appeals, the Title IX Coordinator will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

The decision-maker(s) for the appeal shall not be the same person(s) as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator(s). The decision-maker(s) for the appeal shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant(s) or Respondent(s) and shall receive the same training as required of other decision-makers.

Both parties shall have a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

The appealing party must submit with the notice of appeal a written statement challenging the determination of responsibility. The nonappealing party shall have up to four (4) days after receipt of the appealing party's written statement to submit his/her written statement in support of the determination of responsibility.

The decision-maker(s) for the appeal shall issue a written decision describing the result of the appeal and the rationale for the result. The original decision-maker(s)' determination of responsibility will stand if the appeal request is not filed in a timely manner or the appealing party fails to show clear error and/or a compelling rationale for overturning or modifying the original determination. The written decision will be provided to the Title IX Coordinator who will provide it simultaneously to both parties. The written decision will be issued within five (5) days of when the parties' written statements were submitted.

The determination of responsibility associated with a Formal Complaint, including any recommendations for remedies / disciplinary sanctions, becomes final when the time for filing an appeal has passed or, if an appeal is filed, at the point when the decision-maker(s) for the appeal's decision is delivered to the Complainant and the Respondent. No further review beyond the appeal is permitted.

### **Retaliation**

Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including 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, its implementing regulations, or this policy, constitute(s) retaliation. Retaliation against a person for making a report of Sexual Harassment, filing a Formal Complaint, or participating in an investigation and/or hearing, is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

### **Confidentiality**

The Corporation will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of Sexual Harassment, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA's regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the Corporation's obligation to maintain confidentiality shall not impair or otherwise affect the Complainant's

and Respondent's receipt of the information to which they are entitled related to the investigative record and determination of responsibility).

### **Application of the First Amendment**

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment.

### **Training**

The Corporation's Title IX Coordinator, along with any investigator(s), decision-maker(s), or person(s) designated to facilitate an informal resolution process, must receive training on:

- A. the definition of Sexual Harassment (as that term is used in this policy);
- B. the scope of the Corporation's education program or activity;
- C. how to conduct an investigation and implement the grievance process that includes hearings, appeals and informal resolution processes, as applicable; and
- D. how to serve impartially, including by avoiding prejudice of the facts at issue, conflicts of interests, and bias.

### **Recordkeeping**

As part of its response to alleged violations of this policy, the Corporation shall create, and maintain for a period of seven (7) calendar years, records of any actions, including any supportive measures, taken in response to a report or Formal Complaint of Sexual Harassment. In each instance, the Corporation shall document the basis for its conclusion that its response was not deliberately indifferent and document that it has taken measures designed to restore or preserve equal access to the Corporation's education program or activity. If the Corporation does not provide a Complainant with supportive measures, then the Corporation will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the Corporation in the future from providing additional explanations or detailing additional measures taken.

The Corporation shall maintain for a period of seven (7) calendar years the following records:

- A. Each Sexual Harassment investigation including any determination regarding responsibility and any audio or audio-visual recording or transcript that is made of any hearing, any disciplinary sanctions recommended and/or imposed on the Respondent(s), and any remedies provided to the Complainant(s) designed to restore or preserve equal access to the Corporation's education program or activity;
- B. Any appeal and the result therefrom;
- C. Any informal resolution and the result therefrom; and
- D. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.

### **Outside Appointments, Dual Appointments, and Delegations**

The Board retains discretion to appoint suitably qualified persons who are not Corporation employees to fulfill any function of the Board under this policy, including, but not limited to, Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Board also retains discretion to appoint two or more persons to jointly fulfill the role of Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Superintendent may delegate functions assigned to a specific Corporation employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor, to any suitably qualified individual, and such delegation may be rescinded by the Superintendent at any time.

Legal

I.C. 31-33-5-1

I.C. 20-33-8

20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Act of 2004 (IDEA), as amended

42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

34 C.F.R. Part 106

OCR's Revised Sexual Harassment Guidance (2001)

20 U.S.C. 1092(F)(6)(A)(v)

34 U.S.C. 12291(a)(10)

34 U.S.C. 12291(a)(8)

34 U.S.C. 12291(a)(30)



|              |   |
|--------------|---|
| Book         | Policy Manual                                     |
| Section      | Revised Policy - Vol. 33, No. 2 - Ready for Board |
| Title        | Copy of EMPLOYMENT OF PROFESSIONAL STAFF          |
| Code         | po3120  |
| Status       | Policy Committee                                  |
| Adopted      | August 5, 2019                                    |
| Last Revised | March 1, 2022                                     |

### 3120 - EMPLOYMENT OF PROFESSIONAL STAFF

The School Board recognizes that it is vital to the successful operation of the Corporation that positions created by the Board be filled with highly qualified and competent personnel.

- A. All laws including those covering appointment, tenure, contract, and retirement of teachers shall be followed.
- B. Responsibility for securing, maintaining, and renewing certification rests solely with the professional staff member.
- C. The Superintendent will make all recommendations to the Board for appointment to any vacancy.
- D. In case of emergency, the Superintendent may appoint a member to the teaching staff, subject to approval of the Board.
- E. To qualify for appointment, a professional staff member will:
  1. have graduated from a standard accredited four (4) year college or university,
  2. hold or be qualified to hold a valid license to teach the subject or grade for which s/he is applying,
  3. furnish official transcripts of all college courses studied and grades received,
  4. be interviewed by his/her own prospective supervisor, other appropriate members of the administrative staff, and the Superintendent;
  5. furnish personal references and judgment of his/her most recent supervisor, and
  6. be recommended to the Board by the Superintendent.

#### Anti-Nepotism

**"Relatives" include: children, stepchildren, siblings, half-siblings, step-siblings, spouse, domestic partner, parents, stepparents, in-laws, or bona fide dependents/living in the same residence of a staff member.**

Relatives of staff members may be employed by the ~~Board Corporation~~, provided the **relative** being employed is not placed in a position in which ~~s/he the relative~~ would be supervised directly by the ~~relative~~ staff member.

#### Non-Fraternization

**Corporation employees may not date, develop romantic relationships with or have sexual relations with individuals who are the employee's supervisor or those that they supervise.**

Each newly-employed professional member of the staff must complete an orientation schedule of activities provided by the Superintendent prior to the first day of school in the Fall Semester.

The Superintendent shall prepare procedures for the recruitment and selection of all professional staff.

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|--------------|---|
| Book         | Policy Manual                                     |
| Section      | Revised Policy - Vol. 33, No. 2 - Ready for Board |
| Title        | Copy of Copy of EMPLOYMENT OF SUPPORT STAFF       |
| Code         | po4120  |
| Status       | Policy Committee                                  |
| Adopted      | August 5, 2019                                    |
| Last Revised | March 1, 2022                                     |

#### **4120 - EMPLOYMENT OF SUPPORT STAFF**

The School Board recognizes that it is vital to the successful operation of the Corporation that positions created by the Board be filled with qualified and competent staff.

The Superintendent recommends employment of support personnel to the Board for approval.

All support staff members in the WLCSC are required to sign a Confidentiality Agreement with the school corporation. It is the responsibility of each building principal to obtain a confidentiality agreement signed by each support staff member in the building.

If employed directly by West Lafayette Community School Corporation, individuals employed in the following categories shall be considered members of the support staff:

- A. Secretarial and clerical personnel,
- B. Head Nurse and other nurses,
- C. Supervisor of Maintenance and Operations and maintenance personnel,
- D. cafeteria dietician, cooks, lunchroom supervisors, playground supervisors,
- E. custodians,
- F. technology/networking specialist and technicians,
- G. security officers, and
- H. classroom support staff, ie. paraprofessionals, tutors, ENL.

Any support staff member's misstatement of fact material to qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

The Superintendent shall prepare administrative guidelines for the recruitment and selection of all support staff.

#### **Anti-Nepotism**

**"Relatives" include: children, stepchildren, siblings, half-siblings, step-siblings, spouse, domestic partner, parents, stepparents, in-laws, or bona fide dependents/living in the same residence of a staff member.**

**Relatives of staff members may be employed by the Corporation, provided the relative being employed is not placed in a position in which the relative would be supervised by the staff member.**

**Non-Fraternization:**

**Corporation employees may not date, develop romantic relationships with or have sexual relations with individuals who are the employee's supervisor or those that they supervise.**

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Legal

I.C. 20-26-5-4, 20-26-9-12, 35-44.1-1-4, 36-8-12-10.5

20 U.S.C. 6319





|              |   |
|--------------|---|
| Book         | Policy Manual                                     |
| Section      | Revised Policy - Vol. 33, No. 2 - Ready for Board |
| Title        | Copy of LEAVES OF ABSENCE                         |
| Code         | po4430  |
| Status       | Policy Committee                                  |
| Adopted      | August 5, 2019                                    |
| Last Revised | March 1, 2022                                     |

#### 4430 - LEAVES OF ABSENCE

The School Board delegates to the Superintendent the responsibility to determine whether to grant a leave of absence of up to one (1) year's time. Any request for a leave of absence of one (1) year or more shall be submitted to the Board.

##### **Leave of Absence for Members of National Guard or Reserve:**

The Board shall grant a leave of absence in addition to a regular vacation period without loss of pay or time to any staff member who is a member of the Indiana National Guard, a reserve component of the U.S. forces, or a retired member of the naval, air, or ground forces of the United States and is on training duty for the State by order of the Governor or under the order of the reserve-component authority for consecutive or nonconsecutive periods not to exceed a total of fifteen (15) days in any calendar year. The staff member's vacation benefits, if any, will not be affected by this type of leave.

##### **Leave of Absence for Active Duty Family Members:**

A staff member who has been employed for at least twelve (12) months and is the spouse, parent, grandparent, or sibling of a person who is ordered to active duty is entitled to an unpaid leave of absence during one (1) or more of the following periods.

- A. during the thirty (30) days before active duty orders are in effect;
- B. during a period in which the person ordered to active duty is on leave while active duty orders are in effect; or
- C. during the thirty (30) days after the active duty orders are terminated.

The staff member or must have worked at least 1,500 hours during the twelve (12) month period immediately preceding the day the leave begins.

The leave of absence allowed each year may not exceed a total of ten (10) working days.

The staff member may request to substitute any of his/her earned vacation, personal leave, or other paid leave except for paid medical or sick leave available for leave for any part of the ten (10) day period.

After a staff member takes a leave of **the** absence, **the** staff member shall be restored to:

- A. the position the staff member held before the leave, or
- B. a position equivalent to the position that the staff member held before the leave with equivalent benefits and terms of the negotiated agreement.

The Board shall permit the staff member to continue his/her health care benefits during the leave at the staff member's expense.

Any support staff member granted a leave of absence shall be considered to have terminated all work with the Corporation until completion of the leave. Exceptions may be made by the Superintendent or designee in cases where the best interests of the Corporation might be served.

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Legal I.C. 22-2-13  
I.C. 10-16-7-1 et seq.  
38 U.S.C. 4301 et seq. (Uniformed Services Employment and Reemployment Rights Act)



|              |  |
|--------------|--|
| Book         | Policy Manual  |
| Section      | Revised Policy - Vol. 33, No. 2 - Ready for Board  |
| Title        | Copy of DETERMINATION OF LEGAL SETTLEMENT AND ELIGIBILITY FOR ENROLLMENT OF STUDENTS WITHOUT LEGAL SETTLEMENT IN THE CORPORATION |
| Code         | po5111   |
| Status       | Policy Committee   |
| Adopted      | August 5, 2019   |
| Last Revised | March 1, 2022  |

**5111 - DETERMINATION OF LEGAL SETTLEMENT AND ELIGIBILITY FOR ENROLLMENT OF STUDENTS WITHOUT LEGAL SETTLEMENT IN THE CORPORATION; PROOF OF INDIANA RESIDENCY**

The Board establishes the following policy for determining student eligibility to attend the schools of this Corporation.

- A. The Board will educate, tuition-free, students who have legal settlement in the Corporation, and students enrolled according to the requirements of I.C. 20-26-11. Legal settlement means residing within the boundaries of the corporation as described in I.C. 20-26-11.
- B. Where the legal settlement of a student cannot reasonably be determined by reference to the residence of the student's parent or legal guardian and the student is being supported by and living with a person whose residence is within the Corporation, the student may be enrolled without payment of tuition. If the parents are able to support the student and have placed the student in the home of another person primarily for the purpose of attending school in this Corporation tuition may be charged according to Board Policy 6150.
- C. A child who is placed in foster care by a court of competent jurisdiction shall be admitted tuition-free, without regard to residency, to a school within the Corporation, as selected by the State Department of Human Services or the child-placing agency responsible for the placement of that child.
- D. Foreign students living with a host family residing in the district and having temporary guardianship of the student will be admitted tuition-free.
- E. The Corporation will provide free education to those students who are considered by Federal law to be illegal aliens, if the student's parent or legal guardian has legal settlement within the Corporation, or considered to be homeless by criteria established by the State (see Policy 5111.01 - Homeless Students).
- F. If a student's legal settlement is changed after the student has begun attending school in the Corporation in any school year, the effective date of withdrawal from the Corporation may, at the election of the parent, the student (if the student is at least eighteen (18) years of age), or a juvenile court conducting a proceeding, under I.C. 31-34-20-5, I.C. 31-34-21-10, I.C. 31-37-19-26, or 31-37-20-6 (or I.C. 31-6-4-28.5 before its repeal), be extended to the end of the semester in which the change of the legal settlement occurred. At the discretion of the Building Principal, the effective date of withdrawal from the Corporation may be extended to the end of that school year.

Students who have completed the 11th grade and have changed legal settlement to another school corporation may complete the 12th grade in this Corporation.

- G. **The School Corporation shall maintain proof of Indiana residency for each student enrolled in the Corporation whom the Corporation counts for membership in the ADM count. This documentation of Indiana residency shall be placed in the student's electronic or hard copy file.**
- H. A married student living with a spouse or a married or unmarried emancipated minor is eligible to attend school without payment of tuition if the student resides in the Corporation.

## **I. Children of Divorced Parents**

Children of divorced parents may attend school in this Corporation without the payment of tuition if one (1) parent resides in this Corporation and an election is made utilizing the "Custodial Statement and Agreement: Divorce, Separation, or Abandonment" form provided by the Indiana State Board of Education.

The parent with physical custody of the student or the student, if the student is at least eighteen (18) years of age, must notify the Superintendent of the school corporation in which the parents/student seek to have the student enrolled of their election to enroll the student in the Corporation. The election shall be made on a yearly basis and applies throughout the school year unless the student's parent no longer resides within the attendance area of the Corporation.

J. A student who has been expelled from another school corporation or who is expelled from a nonpublic school or withdraws from a public or a nonpublic school to avoid expulsion may be enrolled in the Corporation in compliance with I.C. 20-33-8-20 during the actual or proposed expulsion if:

1. the student's parent informs the Corporation of the student's expulsion or withdrawal to avoid expulsion;
2. the Corporation consents to the student's enrollment;
3. the student agrees to the terms and conditions of enrollment established by the Corporation.

Such students may be charged tuition according to Board Policy 6150 if they do not have legal settlement in the Corporation.

If a student's parent fails to inform the Corporation of the expulsion or withdrawal to avoid expulsion or the student fails to follow the terms and conditions established for enrollment, the Corporation may withdraw consent and prohibit the student's enrollment during the period of the actual or proposed expulsion. Before consent is withdrawn, the student must be given an opportunity for an informal meeting with the principal. At the informal meeting, the student is entitled to:

1. a written or verbal statement of the reasons for the withdrawal of consent;
2. a summary of the evidence against him/her;
3. an opportunity to explain his/her conduct.

J. Students whose parents do not have legal settlement within the Corporation but who present evidence that they will move into the Corporation within a short period of time may enroll in the schools of this Corporation as tuition students for the time, not in residence.

K. Students who do not have legal settlement may/will be enrolled in the special education program of this Corporation pursuant to the provisions of a Cooperative Agreement.

L. Nonresident students may be accepted into the Summer School Program provided by this Corporation.

## **Transfer Students**

### **Transfer Tuition Student**

The Corporation shall enroll only those students who have legal settlement in the Corporation. The Corporation does not enroll students who do not have legal settlement as determined pursuant to I.C. 20-26-11 unless there was a policy in the 2012-2013 school year that allowed students who do not have legal settlement to enroll in the Corporation. Those students, as well as students in the same household of a student who was enrolled in 2012-2013 whether or not that student attended a public school or accredited nonpublic school may enroll for the current year. The governing body of the Corporation may authorize the transfer of a student from an accredited nonpublic school or charter school to a school within the school corporation.

### **Cash Transfer Student Whose Parent Is Employed by the Corporation:**

The Corporation shall accept a cash transferring student who does not have legal settlement in the Corporation and whose parent is a current employee of the Corporation who resides in Indiana; 1) the parent/employee earns an annual salary of at least: a) \$8,000; or b) \$3,000 earned due to being included an employee in the extracurricular portion of the Corporation's collective bargaining agreement; 2) if the Corporation has the capacity to accept the student.

### **Cash Transfer Student Whose Parent Is Not Employed by The School Corporation:**

The Corporation may accept a cash transferring student.

### **Nonpublic School Transfer Student**

The Corporation shall accept a transferring student who resides in Indiana and who does not have legal settlement in the Corporation if:

- A. the student attended an accredited nonpublic elementary school located in the attendance area of the Corporation for at least two (2) school years immediately preceding the school year in which the student transfers to a high school in the Corporation under this section;
- B. the student is transferring because the accredited nonpublic school from which the student is transferring does not offer grades 9 through 12;
- C. the majority of the students in the same grade as the transferring student at the accredited nonpublic school have legal settlement in the Corporation and will attend a school under the authority of the Corporation; and
- D. the Corporation has the capacity to accept students.

If the number of students who request to transfer to the Corporation under this section causes the Corporation to exceed its maximum student capacity, the Board shall determine which students will be admitted as transfer students by a random drawing in a public meeting.

Revised 1/6/20  
Revised 10/5/20

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- I.C. 20-18-2-11 (legal settlement defined)
- II.C. 20-33-2-12 (transfer to another accredited or non-accredited school)
- I.C. 20-33-8-17 (expulsion for lack of legal settlement)
- I.C. 20-26-11-1 (residence defined)
- I.C. 20-26-11-2
- I.C. 20-26-11-2.5 (divorced parent election)
- I.C. 20-26-11-6(e) (option to not charge transfer tuition)
- I.C. 20-26-11-6.5 (children of school employees)
- I.C. 20-26-11-6.7 (nonpublic school students)
- I.C. 20-26-11-32 (student transfer requests, HEA 1381 – 2013; SEA 108 - 2017)
- I.C. 20-26-11-33 (non-transfer student attending alternative education program)
- Plyer v. Doe, 457 U.S. 202 (1982) (State Statute denying free public education to illegal immigrants violated the Equal Protection Clause of the Fourteenth Amendment)
- Divorced Parents Agreement: <http://www.doe.in.gov/sites/default/files/legal/formiii.pdf>
- Third Party Agreement:  
<http://www.doe.in.gov/sites/default/files/legal/custodialstatementinstructions.pdf>





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| Book         | Policy Manual  |
| Section      | Revised Policy - Vol. 33, No. 2 - Ready for Board            |
| Title        | Copy of REQUIRED ADM COUNTS FOR THE PURPOSE OF STATE FUNDING |
| Code         | po6250   |
| Status       | Policy Committee   |
| Adopted      | September 1, 2020  |
| Last Revised | March 1, 2022  |

#### **6250 - REQUIRED ADM COUNTS FOR THE PURPOSE OF STATE FUNDING AND VERIFICATION OF RESIDENCY FOR MEMBERSHIP**

The School Board expects enrolled students to be in regular attendance and engaged in the School Corporation's education programs in accordance with the provisions of the State compulsory attendance law, other provisions of State student attendance statutes found in I.C. 20-33-2, and the provisions of Policy 5200 Attendance. Additionally, the Board expects the cooperation of parents in monitoring the attendance of their children to comply with the above statutes and policies.

A major portion of State funding for school corporations is determined by a count of enrolled students taken on days selected by the Indiana Department of Education (IDOE). This count is referred to as the Average Daily Membership ("ADM") count. The ADM counts in February and September are to be exact counts of eligible students enrolled in the Corporation by grade and school. An eligible student is a student who is enrolled in the Corporation on the ADM count day. A student may not be counted as an eligible student in more than one school corporation.

The Board requires the Superintendent to establish administrative guidelines that detail the procedures which will be followed by all staff members involved in taking the ADM count in each school. These guidelines shall be made with the purpose of establishing internal controls to provide for timely and accurate ADM reporting to the IDOE. These guidelines also shall assign to a building level staff member the duty and responsibility of compiling the ADM count. The ADM count in each school building shall be documented by providing a list of student names and unique student numbers assigned to each student through the IDOE system of identification. The individual assigned the duty and responsibility of compiling the ADM count shall sign a written certification of authenticity and accuracy of the count total, the accompanying student list of names and numbers, and the acknowledgment that each student on the list is an "eligible student" for the Corporation's ADM count. The individual assigned the duty and responsibility of compiling, documenting, and certifying the count in each school building shall submit said count, documentation, and certification to an individual assigned by the Superintendent to compile the total ADM count for the Corporation. The guidelines also shall detail the individual responsible for retaining the records of the ADM count and related documentation. The supporting documentation of enrollment and attendance information by grade and school building must be signed by the building principal and retained for audit purposes to substantiate the ADM count claimed. The guidelines shall require the individual submitting the ADM count to the IDOE to follow the IDOE Membership Layout instructional forms.

**Before reporting any student for membership, the Corporation must consider the following expectations regarding student residency verification as well as exceptions to residency requirements.**

**Expectations for Student Residency Verification are as follows:**

- A. **The Corporation must maintain proof of Indiana residency for each student in the student's electronic or hard copy file.**
- B. **Proof of residency must be filed for each student whom the Corporation counts for membership.**
  1. **For a student enrolling from one year to the next at the Corporation, a parent/guardian must confirm re-enrollment of the student either in-person or through an online registration process. If the Corporation**



brings forward enrollment from the prior year, students cannot be reported for Membership (ME, MA, MV) without verification of consistent attendance prior to the ADM count day.

2. As part of the registration process (either in-person or online), the Corporation must share the residency information it currently has on file for each student. The parent/guardian must certify on a school-designed form that the student's address is either unchanged or changed. If changed, the new address should be updated, and the parent/guardian should be required to provide physical proof of the address change.
  3. A parent/guardian does not have to refile proof of residency each year for a student unless the address changes.
- C. Proof of residency must be on hand for each student prior to the student being claimed on the fall and/or spring membership count dates.
- D. If a student enrolls in the Corporation during the school year, proof of Indiana residency must be filed with the Corporation.
- E. If a student has a change of address from one school year to another, the prior residency documents must be maintained in the student's file. For audit purposes, the Corporation must be able to produce a physical or scanned copy of residency proof for current and prior residency of each student.
- F. Documentation supporting proof of residency may include such items as a current utility bill, telephone bill, tax return, bank statement, mortgage statement, rental/lease agreement, medical bill or other like information that provides a verifiable address. Documentation should be dated within sixty (60) days of student enrollment and the date should be clearly identified and readable on the copy on file for the student

Copies of these documents shall be retained by the Corporation in each student's cumulative file.

#### Other Types of Proof of Residency:

Some students may not have required residency documents due to McKinney-Vento status, Third Party Custodial status, Foster Care status, etc. The documentation of proof of residency for these students that must be maintained by the Corporation is set forth below.

#### McKinney-Vento (Homeless)

A completed IN Education for Homeless Children & Youth (INEHCY) McKinney-Vento Homeless Education Program Housing Questionnaire may serve as documentation of proof of residency for homeless students and must be retained by the Corporation as proof of residency if the above-referenced documentation is not available. (See also Policy 5111.01 - Homeless Students)

#### Third-Party Custodial

The Corporation shall maintain the residency documents of the custodial guardian the student is residing with as documentation of proof of Indiana residency. (See also Policy 5111 - Determination of Legal Settlement and Eligibility for Enrollment of Student without Legal Settlement in the Corporation)

#### Placement of a student by DCS, FSSA, Courts, etc.

The Corporation shall maintain either of the following as documentation of proof of Indiana residency of the student:

- A. Residency documents from the custodial guardian, foster family, etc. with whom the student is residing.
- B. A court order, placement letter or other document evidencing the placement on the appropriate state or county letterhead.

(See also Policy 5111.03 - Children and Youth in Foster Care)

#### Exceptions to Indiana Residency Requirements Include:

##### Foreign Exchange student

This applies to foreign exchange students who are residing in, enrolled and attending the Corporation, excluding foreign students enrolled and attending with an F1 Visa. The Corporation shall maintain residency documents of the host family with whom the student is residing for proof of Indiana residency.

~~Foreign-exchange students who are residing in, enrolled and attending the Corporation, excluding foreign students enrolled and attending with an F1 Visa. Foreign-exchange students who are residing in, enrolled and attending the Corporation, excluding foreign students enrolled and attending with an F1 Visa.~~

(See also Policy 5114 - Nonimmigrant Students and Foreign Exchange Program)

##### Student of an active Military family member

The Corporation shall maintain the following as documentation of proof of Indiana residency for a student of an active Military family member:



A. **Official military order of deployment or pending transfer supported in writing on official letterhead from the appropriate military branch.**

B. **The address may include a temporary on-base leased home or apartment, purchased or leased home or apartment or federal government housing or off-base military housing.**

**(See also Policy 5111.02 - Educational Opportunity for Military Children)**

All staff members who participate in the ADM count are expected to be ethical in counting only those students who meet the definition of 'eligible student' in the ADM count. Any staff member participating in the ADM count who fails to comply with this policy, the related administrative guidelines, and the directives of the IDOE and Indiana State Board of Accounts ('SBOA') for taking an ADM count is subject to disciplinary action up to and including termination.

If the Corporation offers a 'virtual education program,' more robust internal controls must be developed to ensure compliance with I.C. 20-24-7-13(h). The Board requires the Superintendent to include in the administrative guidelines controls that clarify under what conditions a student is considered to be 'enrolled' when participating in a virtual education program and how much activity or progress a student must engage in to be considered in attendance.

All staff members who participate in the ADM count are expected to be ethical in counting only those students who meet the definition of "eligible student" in the ADM count. Any staff member participating in the ADM count who fails to comply with this policy, the related administrative guidelines, and the directives of the IDOE and Indiana State Board of Accounts ("SBOA") for taking an ADM count is subject to disciplinary action up to and including termination.

If the Corporation offers a "virtual education program," more robust internal controls must be developed to ensure compliance with I.C. 20-24-7-13(h). The Board requires the Superintendent to include in the administrative guidelines controls that clarify under what conditions a student is considered to be "enrolled" when participating in a virtual education program and how much activity or progress a student must engage in to be considered in attendance.

Note: This policy was prepared to meet the SBOA's requirements for a "student engagement policy" as outlined in the December 2019 School Bulletin, Volume 228, page 4. **It has been further modified to meet the IDOE's August 27, 2020 Memorandum providing written guidance on verification of Indiana residency as it relates to reporting students for membership.**

**I.C. 20-26-11-2**

I.C. 20-33-2

**August 27, 2020, Indiana Department of Education Guidance on Verification of Residency for Membership**

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