

City of Biddeford
School Committee
November 09, 2022 5:00 PM Little Theater at BHS

A. Call to Order:

B. Roll Call:

C. Pledge of Allegiance:

D. Adjustments to Agenda:

E. Consideration of Minutes:

E.1. Minutes from 10/26/2022

[Biddeford Minutes 10_26_2022.pdf](#)

F. Consent Agenda

F.1. Nominations:

Appointments:

BMS Athletic Stipends

Krystal Taschdreau ~ District-Wide Nurse Stipend

BHS Athletic Stipends

Marcus Curit-Kurasz ~ BMS Ed Tech II ~ Replacing Jennifer Schweizer

Isis McCute ~ Custodian ~ Replacing Brian Danis, who moved to another position in the district

Ashley Ortiz ~ BHS Food Service Worker ~ Replacing Donna Cadorette

Transfers:

Resignations:

Megan Tenney ~ Ed Tech II BHS

[Stipend nominations BMS.xlsx - 2022-2023.pdf](#)

[Athletic & Nonathletic stipends nominations BHS & COT.xlsx - 2021-2022.pdf](#)

G. Superintendent's Report:

H. Committee Reports: Finance/Building, Grounds; Curriculum; Policy; Waterhouse Advisory Committee

I. Old Business:

J. New Business: Public participation opportunity after each item listed below (3 minutes per item)

J.1. October Enrollment Numbers

PK-12

CTE Enrollment

Timeline for Vocational Building Addition

Highlights - Maine School Board Conference

First Reading of Policies to Strike:

GDGB - Educational Technician Substitutes

IJOC-E2 - School Volunteers Authority to Release Information

First Reading of Policies to Strike and Replace:

IJOC-E1 - Volunteer Agreement Form
 GBN-R1 - Family and Medical Leave Act (FMLA)
 GBN-R2 - Maine Family Medical Leave Administrative Regulation
 First Reading of Policies to Adopt:
 IJOC-E - Volunteer Agreement Form & Authority to Release Information
 GBN-R1 - Family and Medical Leave Act (FMLA)
 GBN-R2 - Maine Family Medical Leave Administrative Procedure
 First Reading of Policies to Revise:
 ADDA-R - Transgender Students Guidelines-Maine
 IHBEA - Program for English Language Learners
 IHBEA-R - Lau Plan-Program for Limited English Proficient Students
 IHBEA-R1 - English Learner Identification Decision Tree
 IJOC - School Volunteers
 IJOC-R - School Volunteers Administrative Procedure
 BIB - School Committee Member Development Opportunities
 ACAA - Harassment and Sexual Harassment of Students
 ACAA-R - (Non-regulatory guidance for the Policy Committee) Student
 Discrimination/Harassment and Title IX Sexual Harassment
 EEAEFA - Video Surveillance on School Property
 EEAEFA-R - Video Camera Use on School Property Administrative Procedure
 First Reading of Policies to Review:
 GDB - Support Staff Salary Schedules/Overtime

[CTE October 1.pdf](#)
[Vocational Addition Timeline.pdf](#)
[ACAA Harassment and Sexual Harassment of Students - Revised.pdf](#)
[BIB School Committee Member Development Opportunities.pdf](#)
[EEAEFA - Revised.pdf](#)
[EEAEFA-R Video Camera Use on School Property Administrative Regulation - Revised.pdf](#)
[GBN-R1 Family and Medical Leave Act \(FMLA\) Administrative Regulation-Strike.pdf](#)
[GBN-R1 Federal FMLA -Adopted New.docx.pdf](#)
[GBN-R2 Maine Family Medical Leave Administrative Regulation-Strike.pdf](#)
[GBN-R2 MaIne FML -Adopted New.docx.pdf](#)
[GDB Support Staff Salary Schedules-Overtime.pdf](#)
[GDGB Educational Technician Substitutes.pdf](#)
[IHBEA-R -Multilingual Learners.pdf](#)
[IHBEA-R1 New Language \(1\).pdf](#)
[IHBEA-Update Multilingual Learner.pdf](#)
[IJOC School Volunteers -Revise.pdf](#)
[IJOC-E1 Volunteer Agreement Form-Strike.pdf](#)
[IJOC-E2 School Volunteers Authority to Release Information-Strike.pdf](#)
[IJOC-R School Volunteers Administrative Procedure - Revised.pdf](#)
[ACAA-R - Revised.pdf](#)

K. Public Participation: (3 minutes; any item)

- L. Communications:**
- M. Executive Session:**
- N. Adjournment:**

Biddeford School Department
Wednesday, October 26, 2022,
7:00 pm **Minutes**
Little Theater Biddeford High School

Public Viewing:

Local Public Access Station
City of Biddeford [Website](#)

- A. Call to Order:** The meeting was called to order at 7:00 pm
- B. Roll Call:** Mayor Alan Casavant, Lisa Vadnais, Michele Landry, Amy Grohman, Randy Forcier, Rebecca Henry, Meagan Desjardins, Jeremy Ray, Mandy Cyr were present. Lauren Schuyler Giddings was excused. Mayor Alan Casavant spoke about Jeremy Ray and his selection as the Maine Superintendent of the Year.
- C. Pledge of Allegiance:** The pledge was led by Mayor Alan Casavant
- D. Performance:**
 - a. Seacoast Marching Band Drumline ~ Seacoast Marching Band Winds and Percussion combined Marching bands from Biddeford and Old Orchard Beach. School Committee moved seats to the auditorium to watch the performance.
- E. Adjustments to Agenda:**
- F. Approval of Last Meeting's Minutes:** Minutes from [10/12/2022](#) ~ Lisa Vadnais motioned to approve the minutes from 10/12/2022, Rebecca Henry seconded, and all were in favor
- G. Consent Agenda:** ~ Randy Forcier motioned to approve the Consent Agenda, Meagan Desjardins seconded, and all were in favor
- Nominations:**
- Appointments:**
 - a. [Brianna Lagasse](#) ~ BMS 7th Grade Field Hockey Coach Stipend
 - b. [Susanna Sharpe](#) ~ BMS Social Studies Curriculum Leader Stipend
 - c. Katherine Subocz ~ JFK Food Service ~ Replacing Michelle Comeau
 - d. Shiren Ezeldin ~ Full Time Van Driver
 - e. Crystal Smith ~ BMS Ed Tech II ~ Replacing Khulood Al Hassan
 - f. Ed McCaskey ~ BRCOT Ed Tech III ~ Replacing Anthony Zarate
 - g. Marc Chantigny ~ Maintenance District ~ Replacing Gordon Workman
 - h. Sandra Lauzier ~ BRCOT CNA Clinical Instructor
 - i. Noah Gagne ~ Computer Tech District Wide ~ Replacing Joshua Dutremble
- Resignations:**
 - a. Claire Grishaw-Jones ~ BPS REE Intern

School Committee Members:

Alan Casavant-Chair	Randy Forcier
Lisa Vadnais-Vice Chair	Meagan Desjardins
Michele Landry	Rebecca Henry
Amy Grohman	Lauren Schuyler Giddings

cc: Jeremy Ray- Superintendent
cc: Chris Indorf-Asst. Superintendent
cc: Mandy Cyr- Dir. Instr. & Innov.

- b. Jennifer Schweizer ~ BMS Ed Tech
- c. Anthony Zarate ~ BRCOT Ed Tech III
- d. Shoshannah Cotton ~ BPS Special Education Teacher

Transfers:

- a. Diane Sotir ~ FLS Ed Tech II BMS to BIS Ed Tech II

H. Superintendent's Report: ~ Jeremy Ray stated that working with my team is an enjoyable work experience for both the school and the city. Top-quality elected officials also are helpful. Excellent relationships with the board and the city councils over time. The volleyball team is playing tonight, and if they win, they will go to the state championship game in Gorham on Friday night at 6:00 pm. The home football game is against Kennebunk at Waterhouse field. Saturday, there is a marching band competition. Initial funding came out, and Biddeford has an 8% increase. Biddeford continues to grow, and the valuation is growing. Earnings per share formula - during the pandemic, the commissioner and the governor had some latitude to make some changes, and now, the earnings per share will go back to pre-pandemic. We will have weighted counts. It was a .28 factor and now to a 1.5 factor. Parent-teacher conferences are right around the corner. Please sign up. We are looking for substitutes; please help! We are looking for bus drivers part-time, full-time and whatever can be completed. We are excited to announce that we are recipients of the CTE infrastructure grant of 7 million dollars for the tiger gym. We will have a hospitality and culinary program. Now we can utilize our ESSER funds to begin construction at the primary school.

I. Committee Reports: None

J. Old Business:

K. New Business:

1. [Presentation on "Some Days"](#)

someday at school, I would like to based on something special to them that would make them happy. Why do we do them? Student engagement, student voice, and connection Why are these things important? What do the somedays look like?

- Nature walk with a teacher
- Two first-grade students want to visit JFK
- Paint pumpkins with the class
- Play basketball,
- Visit corn maize
- Stuffed animals and read with the teacher
- A teachers someday was to have lunch with her seniors that she had in first grade.
- Connection is the main point of the somedays. we want all students to know that they matter and are important.
- Question: Desjardin: the somedays are making an impact. It is a heroic effort. How can we do this for every child if they are so big? 10\$ per kid in the budget; most kids don't ask for that much. they

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Lisa Vadnais-Vice Chair	Meagan Desjardins
Michele Landry	Rebecca Henry
Amy Grohman	Lauren Schuyler Giddings

cc: Jeremy Ray- Superintendent
cc: Chris Indorf-Asst. Superintendent
cc: Mandy Cyr- Dir. Instr. & Innov.

typically want time with a special teacher or an extra recess. or the experiences they are asking for is huge - and important to students. Opportunities for conversations, a sense of connection, and ways to talk about and engage with them.

- Question: how are you touching every student before the end of the year? How are they selected? Are they done in any order? BPS organizes by classroom and plans backward.
- Question: It seems to be much easier to do at younger ages. How might this work at the High School? Working on how we want to target specific grades at a time and do it well. Work in progress.
- Question: Do we see the effectiveness of the somedays? We have started to put into place a survey to collect information about the student's experiences. In Middle School - the kids who had some days were excited. Anecdotally, we have all the stories. We will work on the next piece to grab further data or information.
- Question: Excited to see that we are doing this for staff as well! Voice, engagement, and community - Our staff is a huge part of what I would love to hear more about as time passes.

2. [Enrollment Update](#) ~ Update will be coming with more formal percentages and what we have put forward to the state.

3. Motion: The first and second reading of revisions to policy and procedure ADDA-R ~ Lisa Vadnais moved to approve the first reading of ADDA-R. Michele Landry seconded the motion, and all were in favor. Lisa Vadnais moved to suspend the rule for a first and second reading on the same night. Michele Landry seconded the motion. Lisa Vadnais motioned to approve the second reading of the policy ADDA-R, Michele Landry seconded, and all were in favor.

L. Public Participation: (3 minutes; any item)

M. Communications: None

N. Executive Session: None

O. Adjournment: The meeting was adjourned at 7:48 pm. Lisa Vadnais moved to adjourn, Michele Landry seconded the motion, and all were in favor.

Signed:



Jeremy Ray ~ Superintendent of Schools

Date: 10/27/2022

School Committee Members:

Alan Casavant-Chair

Randy Forcier

Lisa Vadnais-Vice Chair

Meagan Desjardins

Michele Landry

Rebecca Henry

Amy Grohman

Lauren Schuyler Giddings

cc: Jeremy Ray- Superintendent

cc: Chris Indorf-Asst. Superintendent

cc: Mandy Cyr- Dir. Instr. & Innov.

FALL	Coach's Name	Stipend	Nominated	Approved by Board	Background/Experience
Head Middle School Football Grade 8	Gary Pleau	\$3,538.53	7/15/2022	8/10/2022	Current Coach and BHS employee
Head Middle School Football Grade 7	Gary Pleau	\$3,538.53	7/15/2022	8/10/2022	Current Coach and BHS employee
Football Assistant	Kelly O'Guinn	\$2,123.12	7/15/2022	8/10/2022	Current coach
Football Assistant	Jay Demick	\$2,123.12	7/15/2022	8/10/2022	Current Coach and BSD Employee
8th Grade Boys Soccer Coach	Robert Martens	\$2,359.02	7/15/2022	8/10/2022	Current Coach and BIS Employee
8th Grade Girls Soccer Coach	Sophie Manning	\$2,359.02	7/15/2022	8/10/2022	Current Coach and BMS Teacher
Grade 7 Field Hockey Coach	Briana Lagasse	\$2,359.02	10/7/2022	10/26/2022	
Grade 8 Field Hockey	Stephanie Coleman	\$2,359.02	7/15/2022	8/10/2022	Current Coach
Middle School Volleyball	Justine Bouthot	\$2,162.44	7/15/2022	8/10/2022	Current BMS Coach, Varsity Assistant, and BMS Teacher
Middle School Cross Country Coach	Mike Hallett	\$1,965.85	8/23/2022	8/24/2022	Current Indoor Track Coach for BMS
Athletic Director	Karl Lebreux	\$10,500.00	8/23/2022	8/24/2022	Current Athletic Director
Grade 5 Cross Country	Nick Reny	\$786.34	9/6/2022	9/14/2022	BMS Employee and 8th grade baseball coach
Grade 5 Cross Country	Maggie Guzman	\$786.34	9/6/2022	9/14/2022	BMS Employee and did last year
7th Grade Boys Soccer Coach	Eric Howell	\$2,359.02	9/4/2022	9/14/2022	Teacher at BMS
Girls Soccer Coach Grades 6 & 7	Don Stanhope	\$2,359.02	9/4/2022	9/14/2022	Teacher/Coach
WINTER	Coach's Name	Stipend	Nominated	Approved by Board	Background/Experience
Middle School Winter Cheering Co-Coach	Natalie Hatch	\$982.92 (split stipend)	10/24/2022		
Middle School Winter Cheer Co-Coach	Olivia Souliere	\$982.92 (split stipend)	10/24/2022		
Grade 7 Boys Basketball	Derek Gaudreau	\$3,145.36	10/24/2022		
Boys Basketball Grade 8	Tim Guillereault	\$3,145.36	10/24/2022		
Grade 7 Girls Basketball	Melody Michaud	\$3,145.36	10/24/2022		
Grade 8 Girls Basketball	Don Stanhope	\$2,359.02	10/24/2022		
Third Team Boys Basketball BMS					
BMS Wrestling Head Coach					
Middle School Indoor Track Head Coach					
Middle School Indoor Track Assistant Coach					
Middle School Indoor Track Assistant Coach					
Unified Basketball Head Coach					
Unified Basketball Assistant BMS					
SPRING	Coach's Name	Stipend	Nominated	Approved by Board	Background/Experience
Grade 7 Baseball Coach					
Grade 8 Baseball Coach					
Grade 7 Softball Coach					
Grade 8 Softball Coach					
Head Outdoor Track Coach					
Assistant Coach Outdoor Track					
Girls LAX Coach					
Outdoor Track Head Coach					
Boys LAX Coach					
Non Athletic Stipends	Recommended	Stipend	Nominated	Approved by Board	Background/Experience
IA Equipment Maintenance	Raymond Sampson	\$1,907.00	8/23/2022	8/24/2022	
Yearbook	Anne Marie Duguay	\$2,272.00	8/23/2022	8/24/2022	
Math Curriculum Leader	Linda Descoteaux	\$786.34	8/23/2022	8/24/2022	
Science Curriculum Leader	Chelsea Brittain	\$786.34	8/23/2022	8/24/2022	

ELA Curriculum Leader	Susanna Sharpe	\$786.34	8/23/2022	8/24/2022	
Social Studies Curriculum Leader	Susanna Sharpe	\$786.34	10/7/2022	10/26/2022	
MS Curriculum Lead	Susanna Sharpe	\$1,965.85	9/9/2022	9/14/2022	
Jazz Instructor	Dave Stebbins	\$2,229.00	8/23/2022	8/24/2022	
Choral Instructor	Ann Guiney	\$1,704.00	8/23/2022	8/24/2022	
Drama Instructor	Coleen Hatt	\$852.00	8/23/2022	8/24/2022	
Drama Instructor	Rob Petit	\$852.00	8/23/2022	8/24/2022	
Instrumental Instructor	Amy Delorge	\$2,414.00	8/23/2022	8/24/2022	
Civil Rights	Samara Yandell	\$852.00	8/25/2022	8/24/2022	
Civil Rights	Gustavo Gomez	\$852.00	8/25/2022	9/14/2022	
Team Leader Grade 7	Coleen Hatt	1179.51	8/25/2022	9/14/2022	
Team Leader Grade 7	Karen Bouchard	1179.51	8/25/2022	9/14/2022	
STEM Team Leader	Ray Sampson	1179.51	8/25/2022	9/14/2022	
Team Leader Grade 6	Sophia Manning	1179.51	8/25/2022	9/14/2022	
Team Leader Grade 6	Landyn Bowers	1179.51	8/25/2022	9/14/2022	
Team Leader Grade 5	Justine Bouthot	1179.51	8/25/2022	9/14/2022	
Team Leader Grade 5	Debbie Chapman	1179.51	8/25/2022	9/14/2022	
Special Education Team Leader	Marc Boissnault	1179.51	8/25/2022	9/14/2022	
Unified Arts Team Leader	Samara Yandell	1179.51	8/25/2022	9/14/2022	

2021-2022 Athletic Stipends Biddeford High School

FALL	Candidate Name:	Season	Stipend	Nominated	Approved by Board
Varsity Football (H)	Steve Allosso	Fall	\$6,870.96	7/30/2021	8/11/2021
JV - Assistant Football (A)	Joie Hansen	Fall	\$4,122.58	7/30/2021	8/11/2021
JV - Assistant Football (A)	Jeff Wolfahrt	Fall	\$4,122.58	7/30/2021	8/11/2021
JV - Assistant Football (A)	Keith Leblanc	Fall	\$4,122.58	7/30/2021	8/11/2021
FR Football FR (H)	EJ Kruse	Fall	\$4,122.58	7/30/2021	8/11/2021
FR Football FR (A)	Jon Chenard	Fall	\$4,122.58	7/30/2021	8/11/2021
Varsity Soccer (G) (H)	Darren Boynton	Fall	\$4,580.64	7/30/2021	8/11/2021
JV Soccer (G) (A)	Alyssa Rondo	Fall	\$2,748.38	7/30/2021	8/11/2021
Head Varsity Boys Soccer	Paul Illiano	Fall	\$4,580.64	7/30/2021	8/11/2021
JV Soccer (B) (A)	VACANT	Fall		7/30/2021	
Varsity Field Hockey (H)	Caitlin Tremberth	Fall	\$4,580.64	7/30/2021	8/11/2021
JV - Field Hockey (A)	Laurie Maushart	Fall	\$1,374.19 (1/2)	7/30/2021	8/11/2021
JV - Field Hockey (A)	Suraiya Gobeil	Fall	\$1,374.19 (1/2)	7/30/2021	8/11/2021
Varsity Volleyball (H)	Ruth Shaw	Fall	\$4,198.92	7/30/2021	8/11/2021
JV - Volleyball (A)	Gerald Lapierre	Fall	\$2,519.35	7/30/2021	8/11/2021
Varsity Cheerleading (H) Fall	Deb Lebel	Fall	\$2,672.04	7/30/2021	8/11/2021
Varsity - Golf (H)	Jon Jacques	Fall	\$3,435.48	7/30/2021	8/11/2021
JV -Golf (JV Cheering Stipend)	Josh Williams	Fall	\$1,603.22	7/30/2021	8/11/2021
Varsity Cross Country (B/G)	Chris Quint	Fall	\$3,817.20	7/30/2021	8/11/2021
Field Lining - Fall	Shawn Descoteaux	Fall	\$1,500.00	7/30/2021	8/11/2021
WINTER					
Varsity - Basketball (B) (H)	Justin Tardif	Winter	\$6,107.52	7/30/2021	8/11/2021
FR - Basketball (B) (H)	Keith Leblanc	Winter	\$3,664.51	7/30/2021	8/11/2021
JV - Basketball (B) (A)	James Strohm (1/2)	Winter	\$1,827.55	11/23/2021	12/8/2021
JV - Basketball (B) (A)	Craig Dube (1/2)	Winter	\$1,827.55	11/23/2021	12/8/2021
Varsity - Basketball (G) (H)	Jeannine Paradis	Winter	\$6,107.52	7/30/2021	8/11/2021
FR - Basketball (G) (H)	Gerald Lapierre	Winter	\$3,654.51	12/1/2021	12/8/2021
JV - Basketball (G) (A)	Ron Cote	Winter	\$3,664.52	11/9/2021	11/10/2021
Varsity - Hockey (B) (H)	Jason Tremblay	Winter	\$5,344.08	7/30/2021	8/11/2021

2021-2022 Athletic Stipends Biddeford High School

FALL	Candidate Name:	Season	Stipend	Nominated	Approved by Board
JV - Hockey (B) (A)	Ethan Basille	Winter	\$3,206.45	7/30/2021	8/11/2021
Varsity - Hockey (G) (H)	Adam Flynn	Winter	\$5,344.08	7/30/2021	8/11/2021
JV - Hockey (G) (A)	Josh Williams	Winter	\$3,206.45	11/9/2021	11/10/2021
Varsity - Wrestling (H)	Anthony Cincotta	Winter	\$5,344.08	7/30/2021	8/11/2021
JV - Wrestling (A)	Ryan Toussaint	Winter	\$3,206.45	11/9/2021	11/10/2021
Var - Cheerleading (H) Winter	Deb Lebel	Winter	\$3,817.20	7/30/2021	8/11/2021
JV - Cheerleading (A) Winter	VACANT	Winter	\$2,290.32		
Varsity Track Indoor (B/G) (H)	Chris Quint	Winter	\$4,962.36	7/30/2021	8/11/2021
JV - Track Indoor (B/G) (A)	Ron Ouellette	Winter	\$2,977.42	7/30/2021	8/11/2021
JV - Track Indoor (B/G) (A)	Erin O'Connor	Winter	\$2,977.42	7/30/2021	8/11/2021
JV - Track Indoor (B/G) (A)	EJ Kruse	Winter	\$2,977.42	7/30/2021	8/11/2021
Weight Lifting (School Year)	Steve Allosso	2020-2021	\$4,198.92	7/30/2021	8/11/2021
Unified Basketball (H)	Kristie Kendrick	Winter	\$1,908.60	1/4/2022	1/12/2022
Unified Basketball (A) Liaison	Nicole Walker	Winter	\$1,145.16	1/4/2022	1/12/2022
SPRING					
Varsity - Baseball (H)	Keith Leblanc	Spring	\$4,580.64	7/30/2021	8/11/2021
JV - Baseball (A)	Richard Letelliere	Spring	\$2,748.38	7/30/2021	8/11/2021
FT - Baseball (H)	James Kenney	Spring	\$2,748.38	7/30/2021	8/11/2021
Varsity - Softball (H)	Mike Fecteau	Spring	\$4,580.64	7/30/2021	8/11/2021
JV - Softball (A)	Erin Martin	Spring	\$2,748.38	3/9/2022	3/23/2022
Varsity - Lacrosse (B) (H)	Jason Martel	Spring	\$4,962.36	7/30/2021	8/11/2021
JV - Lacrosse (B) (A)	Jeffrey Wolfahrt	Spring	\$2,977.42	7/30/2021	8/11/2021
Varsity - Lacrosse (G) (H)	Caitlin Tremberth	Spring	\$4,962.36	7/30/2021	8/11/2021
JV - Lacrosse (G) (A)	Kaitlin Prince	Spring	\$2,977.42	7/30/2021	8/11/2021
Varsity - Track Outdoor (G) (H)	Chris Quint	Spring	\$4,580.64	7/30/2021	8/11/2021
Varsity - Track Outdoor (B) (H)	EJ Kruse	Spring	\$4,580.64	7/30/2021	8/11/2021
JV - Track Outdoor (B/G) (A)	Erin O'Connor	Spring	\$2,748.38	2/28/2022	3/23/2022
JV - Track Outdoor (B/G) (A)	Ron Ouellette	Spring	\$2,748.38	7/30/2021	8/11/2021
Varsity - Tennis (B)	Donald Stanhope	Spring	\$2,672.04	2/5/2022	3/23/2022

2021-2022 Athletic Stipends Biddeford High School

FALL	Candidate Name:	Season	Stipend	Nominated	Approved by Board
Varsity - Tennis (G)	Teri Schang	Spring	\$2,672.04	7/30/2021	8/11/2021
Summer Conditioning	Steve Allosso	2022	\$1,908.60	7/30/2021	8/11/2021
Field Lining - Spring	Shawn Descoteaux	2022	\$1,500.00	7/30/2021	8/11/2021
BHS - Co-Curricular					
Annual - 2021-2022					
Choral Director	Wesley Raines	21-22	\$2,229.00	10/12/2021	10/27/2021
Drama Director - Fall (1/2)	Bruce Brasier	21-22	\$2,229.00	10/22/2021	10/27/2021
Drama Director Musical (1/2)	Debra Lombard	21-22	\$2,229.00	10/22/2021	10/27/2021
Instrumental Director	Mike Murphy	21-22	\$3,343.50	10/12/2021	10/27/2021
Fall - 2021					
Marching Band Director	Mike Murphy	2021	\$3,343.50	10/12/2021	10/27/2021
BHS Drill Instructor	Brandon Johnson	2021	\$2,229.00	10/12/2021	10/27/2021
BHS Color Guard	Margaret Pitt	2021	\$2,229.00	10/12/2021	10/27/2021
BHS Percussion	Grace Murphy	2021	\$2,972.00	10/12/2021	10/27/2021
BHS Tech	Will Martin	2021	\$1,192.00	10/12/2021	10/27/2021
Winter - 2021-2022					
Marching Band Director	Mike Murphy	21-22	\$2,972.00	10/12/2021	10/27/2021
BHS Visual Design	Brandon Johnson	21-22	\$1,490.00	10/12/2021	10/27/2021
BHS Percussion	Grace Murphy	21-22	\$1,490.00	10/12/2021	10/27/2021
Percussion Staff - Winter	Mike Caliandro	21-22	\$1,486.00	1/21/2022	1/26/2022
BHS Tech	Will Martin	21-22	\$1,192.00	10/12/2021	10/27/2021
Non-Instrumental Stipends					
Civil Rights Team Advisor	Dave Nelson (1/4)	21-22	\$278.62	10/12/2021	10/27/2021
Civil Rights Team Advisor	Clarence Holman (1/2)	21-22	\$557.25	10/12/2021	10/27/2021
Civil Rights Team Advisor	Jordan Seavey (1/4)	21-22	\$278.62	10/12/2021	10/27/2021

2021-2022 Athletic Stipends Biddeford High School

FALL	Candidate Name:	Season	Stipend	Nominated	Approved by Board
Debate Team Coach	Not Offered				
Interact	Hanah Johnson	21-22	\$1,114.50	10/12/2021	10/27/2021
Freshmen Mentor Advisor	Joyce Tarp	21-22	\$1,486.00	10/12/2021	10/27/2021
Robotics	Carol LePauloue	21-22	\$1,114.50	10/12/2021	10/27/2021
National Honor Society	Doreen Collin (1/2)	21-22	\$557.25	10/12/2021	10/27/2021
National Honor Society	Vicki Salo (1/2)	21-22	\$557.25	10/12/2021	10/27/2021
Journalism	Bruce Brasier	21-22	\$1,114.50	10/12/2021	10/27/2021
Math Team Advisor	James Grover	21-22	\$1,114.50	10/12/2021	10/27/2021
Odyssey of the Mind Cord.	Vicky Salo	21-22	\$1,114.50	10/12/2021	10/27/2021
Student Council Advisor	Becky Auten (1/3)	21-22	\$743.00	10/12/2021	10/27/2021
Student Council Advisor	Hannah Johnson (1/3)	21-22	\$743.00	10/12/2021	10/27/2021
Student Council Advisor	James Grover (1/3)	21-22	\$743.00	10/12/2021	10/27/2021
Yearbook Advisor	Heather Tremblay	21-22	\$2,972.00	10/12/2021	10/27/2021
COT					
Technology/Social Media Coordinator	Matthew Laney	21-22	\$1,525.00	3/4/2022	4/5/2022
National Technical Honor Society	Matthew Laney	21-22	\$550.00	3/4/2022	4/5/2022

Student Data

From Maine Department of Education

- Dashboard
- Home
- Student Health
- Adult Education EF-M-39
- Student Reports
- Home Instruction

CTE Enrollment Certification Report

Data for Collection Year:

2022-2023

Submission Due Date:

10/30/2022

Content Area:

Career & Technical Education

DOE Contact:

[Ida Batista](#) (2076246795)

Reporting Organization :

Biddeford Public Schools

CTE School Name :

Biddeford Regional Ctr of Tech

Total Student count for CTE School :

351

Data as of:

11/2/2022 7:47:55 AM

[View Details](#)

Student Counts by Program

Search:

Program Code	Program Title	October 1st EPS
19.0709	(19.0709) Child Care Provider/Assistant	15
46.0201	(46.0201) Carpentry/Carpenter	16
46.0302	(46.0302) Electrician	30
46.0503	(46.0503) Plumbing Technology/Plumber	17
47.0603	(47.0603) Autobody/Collision and Repair Technology/Technician	17
47.0604	(47.0604) Automobile/Automotive Mechanics Technology/Technician	15
48.0501	(48.0501) Machine Tool Technology/Machinist	16
48.0508	(48.0508) Welding Technology/Welder	23
51.0904	(51.0904) Emergency Medical Technology/Technician (EMT Paramedic).	11
51.3902	(51.3902) Nursing Assistant/Aide and Patient Care Assistant/Aide	21
52.0302	(52.0302) Accounting Technology/Technician and Bookkeeping	39
52.0407	(52.0407) Business/Office Automation/Technology/Data Entry	29
90.1166	(90.1166)-Applied Academics-Mathematics	18
99.1000	(99.1000) Maine CIP	12
99.4000	(99.4000) Maine CIP	26

Total number of CTE Program Enrollments For Biddeford Regional Ctr of Tech:	399 (399 total)
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Program Code	Program Title	October 1st EPS
99.6000	(99.6000) Maine CIP	94
Total number of CTE Program Enrollments For Biddeford Regional Ctr of Tech:		399 (399 total)

[Previous](#) [Next](#)

*Students May be enrolled in more than one program

Certification
I certify that the above information, based on CTE October 1,2022 enrollment counts and downloaded between October 16,2022 and October 31,2022 is accurate to the best of my knowledge.

Submitted By: jray@biddefordschools.me

Submitted Date: 11/2/2022 7:50:30 AM

Certified By: jray@biddefordschools.me

Certified Date: 11/2/2022 7:50:30 AM

Cancel

Certify and Submit to DOE

mobile studio design

11.01.22

Preliminary Project Schedule

Project Location: Biddeford High School
20 Maplewood Ave
Biddeford, ME 04005

- DEP Submission: Completed 9.30.22 and Under review
- **11.14.22: Equipment Lists**
 - For Culinary Program
 - Review of Plumbing Classroom Needs
 - Review with MEP engineer of HVAC and Electrical
- **11.21.22: Planning Board Submission (For December-January Review)**
- **Week of Nov 28th-2nd**
 - Review Material specifications
 - Review IT and Data needs
 - List of any Furniture to be included in Bid Package
- **12.6.22: Preliminary Bid Package for Review and Feedback**
- **Week of December 26th through 30th**
 - Submit for SFMO Permit and City of Biddeford Permit
- **1.3.23: Bid Documents Released**
 - Bids due back February 17th
 - Negotiation Period February 17th-March 1st
- **Early March Construction Start**

Mobile Studio Design, Inc.
128 Main Street, Unit 201
Biddeford, Maine 04005
207.494.8102

HARASSMENT AND SEXUAL HARASSMENT OF STUDENTS

Harassment of students because of race, color, sex, sexual orientation, religion, ancestry or national origin, or disability is prohibited. Such conduct is a violation of the School Committee policy and may constitute illegal discrimination under state and federal laws.

School employees, fellow students, volunteers, visitors to the schools, and other persons with whom students may interact in order to pursue or engage in education programs and activities, are required to refrain from such conduct.

Harassment and sexual harassment of students by school employees is considered grounds for disciplinary action, up to and including discharge. Harassment and sexual harassment of students by other students is considered grounds for disciplinary action, up to and including expulsion. The Superintendent will determine appropriate sanctions for harassment of students by persons other than school employees and students.

A. Harassment

Harassment includes but is not limited to verbal abuse and other offensive conduct based on race, color, sex, sexual orientation, gender identity religion, ancestry or national origin, or disability. Harassment that rises to the level of physical assault, battery and/or abuse and/or bullying behavior are also addressed in the Biddeford School Committee policy [JICIA](#) – Weapons, Violence, and School Safety and [JICK](#) - Bullying

B. Sexual Harassment

Sexual harassment is addressed under federal and state laws/regulations. The scope and definitions of sexual harassment under these laws differ, as described below.

1. TITLE IX SEXUAL HARASSMENT

Under the federal Title IX regulations, sexual harassment includes the following conduct on the basis of sex which takes place within the context of the school unit's education programs and activities:

- a. "Quid pro quo" sexual harassment by a school employee: Conditioning a school aid, benefit or service (such as a better grade or a college recommendation) on an individual's participation in unwelcome sexual conduct;

- b. “Hostile environment” sexual harassment: Unwelcome conduct based on sex that a reasonable person would determine is so severe, pervasive and objectively offensive that it effectively denies an individual’s equal access to the school unit’s education programs and activities; or
- c. Sexual assault, dating violence, domestic **violence**, and stalking as these terms are defined in federal laws.

2. Sexual Harassment Under Maine Law

Under Maine law, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the following situations:

- a. Submission to such conduct is made either explicitly or implicitly **a** term or condition of a student’s educational benefits;
- b. Submission to or rejection of such conduct by a student is used as the basis for decisions on educational benefits; or
- c. Such conduct has the purpose and effect of substantially interfering with a student’s academic performance or creates an intimidating, **hostile**, or offensive environment.

C. Reports and Complaints of Harassment or Sexual Harassment

All school employees are required to report possible incidents of harassment or sexual harassment involving students to the Affirmative Action Officer/Title IX Coordinator. Failure to report such incidents may result in disciplinary action.

Students, parent(s)/legal **guardian(s)**, and other individuals are strongly encouraged to report possible incidents of harassment or sexual harassment involving students to the Affirmative Action Officer/Title IX Coordinator. The Affirmative Action Officer/Title IX Coordinator is also available to answer questions and provide assistance to any individual who is unsure whether harassment or sexual harassment has occurred.

All reports and complaints of harassment or sexual harassment against students shall be addressed through the Student Discrimination/Harassment and Title IX Sexual Harassment Procedures (ACAA-R).

Legal Reference: Americans with Disabilities Act (42 U.S.C. §12101 et seq., as amended; 28 C.F.R. § 35.107)

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

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

Adopted: May 31, 1989

Revised: April 27, 1999, January 11, 2005, July 11, 2006, July 8, 2008, July 28, 2020

Reviewed (no changes): October 8, 2013

Revised: _____

BIDDEFORD SCHOOL DEPARTMENT

SCHOOL COMMITTEE MEMBER DEVELOPMENT OPPORTUNITIES

On-going development and in-service education are critical aspects of the overall operation of a school system. It is recognized that the School Committee members of this school unit, like administrators, teachers, and other school personnel, need to be well-informed and to stay current on education issues. **A commitment to developing and enhancing one's skills as the members of the Biddeford School Committee** ~~Continually enhancing boardsmanship skills~~ is necessary to make each member the best that he/she can be.

Participation is encouraged in appropriate local, regional, state and national programs sponsored by the Maine School Boards Association, the Maine School Management Association, the National School Boards Association and other recognized leaders in education. This School Committee is committed to the further development of its members so that the greatest good can be rendered by them on behalf of the children in our schools. Adequate funds are to be budgeted annually to fulfill that important responsibility of school governance.

Reasonable expenses incurred by School Committee members when giving of their time to obtain in-service education shall be reimbursed in accordance with existing policy and budget allocations.

Members shall briefly report to the School Committee and the public at a meeting subsequent to a formal in-service experience. ~~This~~ **The purpose of this exercise** is to share knowledge gained and to inform the community of the benefits from such expenditures to enhance the ability to oversee the school **department** effectively. Written reports, by School Committee members or about in-service education events attended, shall appear in school and community publications when appropriate as part of the school unit's public information program.

The School Committee is committed to the individual and collective seeking of good advice, reliable information and feasible solutions to problems. The School Committee's needs are included with those of the staff for a well-developed, comprehensive in-service education program to assist all who are responsible for effective and enlightened school leadership.

Cross Reference: BID – School Committee Member Compensation and Expenses
AD - Educational Philosophy/Mission

Adopted: April 27, 1999

Revised: _____

VIDEO SURVEILLANCE ON SCHOOL PROPERTY

The Biddeford School Committee recognizes the school's continuing responsibility to maintain order and an appropriate learning environment in and around schools to ensure the safety of staff and students. After carefully balancing the need for safety with student and staff interests in privacy, the Biddeford School Committee ~~supports the use of video surveillance cameras on school grounds and in areas of common use within buildings. Areas of common use include but may not be limited to parking lots, school entrances, hallways, cafeterias, libraries and gymnasiums. In an effort to maintain order and school safety, the cameras may be used to monitor activity during the school day and monitor activities in and around the school property at any time.~~ authorizes the use of security cameras for the purpose of enhancing school safety and security. The Committee's goals are to foster measures that improve the safety and security of the teaching and learning environment for students and staff, assist in protecting public safety for community members who visit or use our school property, and help safeguard facilities and property.

Security cameras may be installed in school buses, parking lots, school entryways and other areas on school grounds. Security cameras may also be installed in areas of common use within buildings, including but not necessarily limited to, school foyers, the school office, hallways, cafeterias, libraries and gymnasiums

Security cameras may be used for the following purposes:

1. To investigate suspected violations of school rules or district policies, or other inappropriate conduct.
2. To monitor activities on school premises to protect safety and to enforce school rules, employment obligations, district policies and the law.
3. By law enforcement to address school safety issues or to investigate possible criminal behavior to the extent that the superintendent deems permissible and acceptable.

~~Appropriate signage, indicating the use of video cameras, will be displayed outside and within Biddeford School Department buildings.~~

Violations of Biddeford School Committee policies procedures and school rules viewed or recorded on the video surveillance system shall be addressed in accordance with the applicable School Committee policies and/or school rules. In addition, evidence of illegal activities may be referred to law enforcement authorities. (In regard to such video recordings, the school system will comply with all applicable provisions of state and federal law concerning staff and student records).

Where applicable, appropriate signage will be posted in buses and in public entryways to buildings and other conspicuous locations informing persons that school buses, buildings and grounds may be monitored by security cameras.

The Superintendent is responsible for the development of administrative procedures regarding the use of the video surveillance system. ~~Such procedures will provide a process for review when significant violations of the staff or student discipline / conduct code occur. Procedures will also address monitoring of cameras and requests to view video recordings, retention of video recordings, the security of video cameras and recordings, the school official(s) responsible for purchase, installation, maintenance, and replacement of equipment, and scheduling and placement of cameras.~~

Cross Reference: EEAEFA-R – Video Surveillance on School Property Administrative Procedure
EEAEF – Video Camera Use on School Vehicles
JRA – Student Educational Records

Adopted: January 8, 2013

Revised: April 10, 2018, _____

VIDEO CAMERA USE ON SCHOOL PROPERTY ADMINISTRATIVE PROCEDURE

The Biddeford School Department shall comply with all applicable state and federal laws related to video recordings when, as determined by the Biddeford School Department and in accordance with law, such recordings are considered for retention as a part of the student's behavioral record. Such records will also be subject to established Biddeford School Department policies and procedures regarding confidential student records including access, review and release of such records.

NOTICE

- ~~A. The Biddeford School Department will annually provide a copy of policy EEAEFA to students, parents and staff.~~
- ~~B. The following notice will be placed on all school buildings: "This building is equipped with a video/audio monitoring system."~~

USE

- ~~A. Staff and students are prohibited from tampering with or otherwise interfering with video camera equipment.~~

VIEWING REQUESTS

- ~~A. Requests in writing for viewing video records will be limited to the school administrator, parent/guardian or student 18 or older, or others with a direct interest in the proceeding as determined by the Superintendent.~~
- ~~B. Requests for viewing may be made through the Superintendent's Office within 14 days of the incident.~~
- ~~C. Only the portion of the video recording concerning a specific incident(s) will be made available for viewing.~~
- ~~D. Approval/denial of a viewing request will be made in writing to the requesting individual(s) within five (5) days of receipt of request.~~
- ~~E. Video recordings will be made available for viewing within three (3) school days of the request approval.~~

VIEWING

- ~~A. Actual viewing will be permitted at school-related sites only, including the Transportation Office, schools, Central Office, or as otherwise required by law.~~
- ~~B. All viewing will be done in the presence of the school administrator/Superintendent designee.~~
- ~~C. A written log will be maintained including the date and individuals viewing the video recording, reason, the date the recording was made.~~
- ~~D. Video recordings remain the property of the School Department and may be reproduced only in accordance with the law and Biddeford School Department policies and procedures.~~
- ~~E. Superintendent will designate access privileges to administrators.~~

A. Security Camera Placement

1. Security cameras may be installed on school buses as well as outside and inside school facilities as described in Policy ECAD and as approved by the Superintendent. The Superintendent shall consult with the transportation director, building administrator and/or others as appropriate prior to approving placement.

2. Security cameras will not be placed in bathrooms, locker rooms, private offices or other locations where the Superintendent determines that users have a reasonable expectation of privacy.

B. Viewing/Monitoring of Live Images from Security Cameras

1. In applicable locations, a monitor will be placed to enable office staff to observe points of access to the building.
2. The Superintendent, building administrators and others designated by the Superintendent may monitor security camera images on a periodic or random basis for school-related purposes. Unauthorized viewing of live images is prohibited.
3. In situations when the School Department's Comprehensive Emergency Plan is implemented and/or there is an immediate security risk, law enforcement officials may be authorized to view images from school security cameras at the school or their own monitors at other locations where such access is feasible.

C. Viewing of Security Camera Recordings

1. The Superintendent, building administrators and others designated by the Superintendent may review security camera recordings for school-related purposes. Other school personnel may be authorized to view recordings by the Superintendent or a building administrator if there is a legitimate educational reason to do so.
2. Any security camera recording used for student disciplinary purposes will only be disclosed as authorized by the Family Educational Rights and Privacy Act (FERPA) and in accordance with Committee policy.
3. The parents/guardians of a student or an eligible student under FERPA may request to view portions of the security camera recording used as a basis for disciplinary action against that student. Viewing of the security camera recording shall be conducted in the presence of a building administrator and shall be conducted in a manner that does not violate the confidentiality rights of other students, including alleged offenders.
4. Law enforcement personnel may review security camera recordings, when available, to investigate possible criminal conduct.
5. Unauthorized access and viewing of security camera recordings is prohibited.

D. Storage and Security of Security Camera Recordings

1. All security camera recordings will be stored in a secure location to ensure confidentiality.
2. Security camera recordings will be stored no longer than 60 days without a request from the police or a court, unless it is needed for an investigatory or disciplinary matter.
3. Recordings related to a disciplinary matter will be maintained in their original form until the matter is resolved.

E. Designation

1. Superintendent will designate access privileges to administrators.

Cross Reference: EEAEFA – Video Surveillance on School Property
 EEAEF – Video Camera Use on School Vehicles
 JRA – Student Educational Records

Adopted: January 8, 2013

Revised:_____

~~FAMILY AND MEDICAL LEAVE ACT (FMLA)- ADMINISTRATIVE REGULATION~~

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

~~I. ELIGIBILITY REQUIREMENTS~~

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

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

~~A. The birth and care of a child;~~

~~B. The adoption or foster placement of a child with the employee;~~

~~C. To care for a spouse, child or parent with a serious health condition; or~~

~~D. The employee is unable to perform the functions of his/her position because of a serious health condition.~~

~~H. ADMINISTRATION~~

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

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

~~— B. — The twelve-month period in which an employee is entitled to twelve weeks of FMLA leave shall be the 12-month period measured forward from the date an individual employee's first leave begins.~~

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

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

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

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

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

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

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

~~Legal Reference: 26 USC § 2601 et seq.
29 CFR Part 825~~

~~Adopted: April 27, 1999~~

FAMILY AND MEDICAL LEAVE ADMINISTRATIVE PROCEDURE

A. Eligibility

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

Maine's L.D. 912 extends the Federal FMLA eligibility to school employees who worked 900 hours in the past 12-months.

No employee may perform work for another employer while on any leave.

Key employees are considered eligible for Federal Family Medical Leaves of Absence.

B. Benefit

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

The 12-month period for FMLA purposes is designated as a rolling 12-month period measured backward from the date an employee uses an FMLA leave.

C. Reasons for Taking Leave

Unpaid leave will be granted to eligible employees for any of the following reasons:

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

D. Military Family Leave**1. Military Caregiver Leave**

An eligible employee who is a relative of a servicemember can take up to 26 weeks in a 12-month period in order to care for a covered servicemember who is seriously ill or injured in the line of duty, or a veteran who is undergoing medical treatment recuperation, or therapy for serious injury or illness that occurred any time during the five years preceding the date of treatment.

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

- a. An eligible employee can take up to the normal 12 weeks of leave if a family member who is a member of the National Guard or Reserve is called up to active duty on a contingency mission.
- b. Qualifying exigencies include:
 - 1) Short-notice deployment;
 - 2) Military events and related activities;
 - 3) Childcare and school activities;
 - 4) Financial and legal arrangements;
 - 5) Counseling;
 - 6) Rest and recuperation;
 - 7) Post-deployment activities; and
 - 8) Additional activities agreed to by the employer and the employee.

E. Substitution of Paid Leave

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

F. FMLA Leave When Both Parents Are School Unit Employees

If both parents of a child are employed by the School, they are entitled to 12 weeks of leave per year.

However, leave may be granted to only one parent at a time, and if leave is taken it is granted for: (1) for the birth of a child or to care for the child after birth; or (2) for placement of a child for adoption or foster care or to care for the child after placement.

If the School employs spouses, the aggregate number of weeks of leave that can be taken is 26 weeks in a single 12-month period for serviceperson leave or a combination of exigency and serviceperson leave. The aggregate number of weeks of leave that can be taken by parents who work for the same employer is 12 weeks if for exigency leave only.

G. Employee Notice Requirement

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

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

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

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

H. Medical Certification

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

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

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

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

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

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

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

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

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

K. Insurance

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

L. Return

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

An employee returning from FMLA leave for his/her own serious health condition is required to submit medical certification if there is a request for light duty.

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

M. Special Rules for Instructional Employees

Under federal regulations, certain special rules apply to instructional employees. These rules affect the taking of leave near the end of a semester and the taking of intermittent leave or leave on a reduced leave schedule. If an instructional employee begins FMLA leave more than five weeks before the end of a term, the school may require the employee to remain on leave until the end of the term if the requested leave is expected to last at least three weeks and the employee would otherwise return to work during the last three weeks of the term. If the instructional employee begins FMLA leave during the last five weeks of a term, the school may require the employee to remain on leave until the end of the term if the leave is expected to last more than two weeks and the employee would otherwise return to work during the last two weeks of the term. If the instructional employee begins FMLA leave during the last three weeks of the term, the school may require the employee to continue taking leave until the end of the term if the leave is expected to last more than five working days.

If an instructional employee needs intermittent or reduced leave and the employee would be on leave for more than 20 percent of the total number of working days over the leave period, the school may require the employee to choose between the following: (a) taking a certain period of consecutive days on leave, not greater than the duration of the employee's planned medical treatment, or (b) transferring temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

N. Interaction with Maine Law

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

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

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

O. Recordkeeping

Employees, supervisors, and building administrators will forward requests, forms, and other material to payroll to facilitate proper recordkeeping.

Legal Reference: 29 C.F.R. Part 25 (Regulations to Implement the Family and Medical Leave Act of 1993)

Adopted: April 27, 1999
Revised: _____

~~MAINE FAMILY MEDICAL LEAVE ADMINISTRATIVE REGULATION~~

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

~~I. ELIGIBILITY~~

~~To be eligible for Maine Family Medical Leave, employees must work at a site where there are 15 or more employees of a school board. An employee must have been employed by the same employer for 12 consecutive months and not taken such leave within the immediately preceding 24-month period, or have used less than 10 weeks of family medical leave.~~

~~Under the Maine Family Medical Leave Act, an eligible employee is entitled to up to 10 weeks of leave during a 24-month period for the following reasons:~~

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

~~state military forces, as defined in Title 37-B, section 102 of the Maine Revised Statutes, or of the United States Armed Services, including the National Guard and Reserves, dies or incurs a serious health condition while on active duty.~~

~~H. DOMESTIC PARTNER DEFINED~~

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

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

~~III. ADMINISTRATION~~

- ~~—— A. The school unit may require certification from a physician to verify the amount of leave requested. An employee who in good faith relies on treatment by prayer or spiritual means, in accordance with the tenets and practice of a recognized church or religious denomination may submit certification from an accredited practitioner of those healing methods.~~
- ~~—— B. An employee requesting leave shall provide at least 30 days’ notice of the intended dates upon which the leave will commence and terminate, unless prevented by medical emergency from giving required notice.~~
- ~~—— C. Any leave taken for Maine Family Medical Leave qualifying purposes, including leave taken under other applicable statutes, employment policies, collective bargaining agreements or contracts, shall also be considered leave under the Maine Family Medical Leave and shall be applied to an employee’s 10-week Maine Family Medical Leave entitlement every 24-month period. When paid leave taken~~

~~for Maine Family Medical Leave qualifying purposes is exhausted, the balance of Maine Family Medical Leave shall be unpaid.~~

~~D. During Maine Family Medical Leave, an employee shall be permitted to continue his/her medical insurance plan, providing the employee remits the monthly premium to the Superintendent's Office no later than the first day of the month for which the premium is due.~~

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

~~F. An employee taking Maine Family Medical Leave for his/her own serious health condition may be required to submit certification that he/she is fit to return to work and is able to perform the functions of the position.~~

~~G. If at the end of the allowable leave under Maine Family Medical Leave the employee is unable to return to work because of his/her own serious health condition, the Superintendent and School Committee may consider a request for extension of unpaid leave and benefits on a case-by-case basis.~~

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

~~IV. LEAVE TAKEN INTERMITTENTLY OR ON A REDUCED LEAVE SCHEDULE~~

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

~~A. Leave for birth or placement related to adoption may not be taken intermittently or on a reduced schedule unless agreed to by both employer and employee;~~

~~B. Leave for a serious health condition of the employee or his/her child, domestic partner's child, parent, domestic partner or spouse, or for organ donation by the employee may be taken intermittently or on a reduced leave schedule when medically necessary.~~

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

~~Legal References: 26 MRSA § 843 et seq.~~

~~Adopted: April 27, 1999~~

~~Revised: December 9, 2008~~

MAINE FAMILY MEDICAL LEAVE ADMINISTRATIVE PROCEDURE

This administrative procedure covers the main provisions of the Maine Family Medical Leave Act. The school unit will analyze each employee's request for leave to determine whether they are eligible under the Federal and/or State statute. When an employee is eligible for leave under both the Federal and State statutes, the applicable law with regard to each benefit shall be the one that provides the greater benefit (usually Federal FMLA) and shall run concurrently.

No employee may perform work for another employer while on any leave.

I. ELIGIBILITY

To be eligible for Maine Family Medical Leave, employees must work at a site where there are 15 or more employees of a School Department. An employee must have been employed by the same employer for 12 consecutive months and not taken such leave within the immediately preceding 24-month period or have used less than 10 weeks of family medical leave.

Under the Maine Family Medical Leave Act, an eligible employee is entitled to up to 10 weeks of leave during a 24-month period for the following reasons:

- A. Serious health condition of the employee;
- B. Birth of the employee's child or the employee's domestic partner's child;
- C. Placement of a child 16 years of age or less in connection with the adoption of the child by the employee or the employee's domestic partner;
- D. Serious health condition of a child, domestic partner's child, parent, sibling, domestic partner, or spouse; grandchild or domestic partner's grandchild.

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider;

- E. The donation of an organ of the employee for a human organ transplant; or
- F. The death or serious health condition of the employee's spouse, domestic partner, parent, sibling, or child if the spouse, domestic partner, parent,

sibling, or child is a member of the state military forces as defined in Title 37-B, section 102, of the Maine Revised Statutes, or of the United States Armed Services, including the National Guard and Reserves, dies or incurs a serious health condition while on active duty.

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

II. DOMESTIC PARTNER DEFINED

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

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

III. ADMINISTRATION

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

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

- D. During Maine Family Medical Leave, an employee shall be permitted to continue their medical insurance plan, providing the employee remits the monthly premium to the Superintendent's Office no later than the first day of the month for which the premium is due.
- E. Upon an employee's return to work, they will be restored to their previous position or to a position with equivalent seniority status, benefits, pay, and other conditions and terms of employment.
- F. An employee taking Maine Family Medical Leave for their own serious health condition may be required to submit certification if there is a request for light duty.
- G. If, at the end of the allowable leave under Maine Family Medical Leave, the employee is unable to return to work because of their serious health condition, the Superintendent and School Committee may consider a request for an extension of unpaid leave and benefits on a case-by-case basis. Failure to return to work upon the expiration of Maine Family Medical Leave may subject the employee to immediate termination unless such an extension is granted.
- H. An employee who is not eligible for Maine Family Medical Leave may be eligible for federal Family and Medical Leave.

IV. LEAVE TAKEN INTERMITTENTLY OR ON A REDUCED LEAVE SCHEDULE

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

- A. Leave for birth or placement related to adoption may not be taken intermittently or on a reduced schedule unless agreed to by both employer and employee;

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

Legal Reference: 26 MRSA § 843 et seq.

Adopted: April 27, 1999

Revised: December 9, 2008, _____

SUPPORT STAFF SALARY SCHEDULES/OVERTIME

The School Committee shall set the salary schedules for all support staff not covered by negotiated contracts. Salary schedules shall be reviewed annually in February and any adjustments will become effective July 1 unless otherwise directed by the School Committee.

Overtime will be paid for work in excess of 40 hours per established work week. All overtime work must be approved in advance by the Superintendent.

Adopted: March 14, 1995

Revised: April 27, 1999

Reviewed: _____

BIDDEFORD SCHOOL DEPARTMENT

~~EDUCATIONAL TECHNICIAN SUBSTITUTES~~

~~The School Committee authorizes the employment of educational technical substitutes to serve on a day-to-day basis in the following circumstances:~~

~~———— A. ——— Special Education~~

~~———— 1. ——— When an educational technician whose primary responsibility is to provide one-on-one services to student(s) as recommended by a PET is absent; or~~

~~———— 2. ——— Under other circumstances as deemed appropriate by the building administrator in consultation with the Special Education Director.~~

~~———— B. ——— Regular Education~~

~~———— 1. ——— When an Ed. Tech III who teaches a particular curriculum area is absent from school, a substitute may be employed to avoid disruption of the instructional program.~~

~~Adopted: ——— November 20, 1991~~

~~Revised: ——— April 27, 1999~~

BIDDEFORD SCHOOL DEPARTMENT

LAU PLAN - PROGRAM FOR LIMITED MULTILINGUAL PROFICIENT STUDENTS

Section I: Legal Foundation for Providing Effective Educational Services to Multilingual Learners

A. Legal Requirements:

It is the responsibility of the Biddeford School Department to adhere to all federal and state guidelines in providing equal educational opportunities to all students. The Lau Plan¹ outlines the measures the Biddeford School Department will take to ensure that the needs of our culturally and linguistically diverse students are identified and met.

The Multilingual for Speakers of Other Languages (ESOL)/Bilingual office of the Maine Department of Education has issued the following guidelines to measure school department's compliance with both federal and state law:

B. Federal Legislation

1. ***Every Student Succeeds Act (2015)*** provides for strong accountability for the education of all children and for certain provisions specific to limited Multilingual proficient students, especially under Titles I and III of the Act. NCLB also provides funds to states and local schools and universities to carry out the intent of the Act. <http://www.ed.gov/policy/elsec/leg/esea02/index.html> (full text) <https://www2.ed.gov/policy/elsec/leg/essa/index.html> (U.S. Department of Education's official ESSA website)
2. ***Title VI of the Civil Rights Act of 1964*** prohibits discrimination on the basis of national origin (and other civil rights). <https://www.dol.gov/agencies/oasam/regulatory/statutes/title-vi-civil-rights-act-of-1964#> (full text)
3. ***Equal Education Opportunities Act of 1974*** requires schools to "take appropriate steps" to assure equal access as stipulated in the Lau opinion below. <https://www.govinfo.gov/content/pkg/USCODE-2010-title20/pdf/USCODE-2010-title20-chap39-subchap1-part2-sec1703.pdf>

C. Supreme Court Decisions, Precedent and Legal Standards

4. ***Lau vs. Nichols (1974)*** ruled that providing the same access to curriculum, instruction, and materials for students of limited Multilingual proficiency as is provided to Multilingual dominant students is not in effect equitable: http://www.law.cornell.edu/supct/html/historics/USSC_CR_0414_0563_ZS.html
5. ***Plyler vs. Doe (1981)*** ruled that all students in public schools must be appropriately served, including any students who may not be documented as legal immigrants: http://www.law.cornell.edu/supct/html/historics/USSC_CR_0457_0202_ZO.html
6. ***Castañeda vs. Pickard (1981)*** case precedent requires schools to use a three-pronged approach to assure that they are following the spirit of the above decisions vis-à-vis: a practice grounded in sound educational theory; effective implementation of an appropriate program; assurance that the program is working through an evaluation and subsequent program modification to meet this requirement. <https://web.stanford.edu/~hakuta/www/LAU/IAPolicy/IA1bCastanedaFullText.htm>

¹ <https://www2.ed.gov/about/offices/list/ocr/ell/lau.html>

Section II: Multilingual Learner Identification

Action Required by Federal Law and/or State Policy	In specific detail, when and how is this action accomplished in the Biddeford School Department? Include the job title of the person responsible for ensuring that each action is completed.
Administration of the Maine DOE Language Use Survey	Families complete this survey upon registration with the Biddeford Schools. The form is returned to the registrar at each school and given to the ESOL specialists if any language other than Multilingual is indicated.
Translation/Interpretation Services Provided to Parents/Guardians	Services arranged by ESOL specialists as needed using professional interpreters contracted with the Biddeford School Department (i.e., Catholic Charities, LanguageLine).
Referral of all Potential Multilingual Learners for Screening	Referrals to the Multilingual Learner (ML) program can be made at any time through intake registration, parents, teachers, and ESOL specialists.
Administration of Multilingual Language Proficiency Screener	Administered by ESOL specialists.
Language Acquisition Committee Meeting to Develop Program of Services for Identified Multilingual Learners ²	ESOL specialists will convene meetings of necessary stakeholders to complete identification of Multilingual Learners.

The Biddeford School Department has created a ML qualification [Decision Tree](#) to help instructional personnel and registrars examine eligibility criteria.

While parents may opt students out of ML programs using this form, OCR guidance suggests they may not opt students out of screening.

Multilingual Language Proficiency Screening Assessment Requirements		
Grade	Screening Assessment	Minimum Score Required to be Non-ML
1st semester K	Kindergarten W-APT	Listening & Speaking 29
2nd semester K/1st semester 1st grade	Kindergarten W-APT	listening & speaking 29 reading 14 writing 17 composite proficiency level 6.0
1st semester K	Kindergarten MODEL	composite proficiency level 6.0
2nd semester K/1st semester 1st grade	Kindergarten MODEL	composite proficiency level 6.0
2nd semester 1st grade-12th grade	WIDA Screener Online	composite proficiency level 4.5

² Identification of Multilingual learners must occur within 30 days of enrollment from the beginning of the school year or within two weeks of enrolling during the school year.

Section III: Development of Individualized Language Acquisition Programs

All Multilingual learners must have an individualized educational program to meet their Multilingual language acquisition and academic content learning needs.

Legal Basis: Title VI of the Civil Rights Act of 1964; Castañeda, 648 F.2d at 1009-10; Cf. 34 C.F.R. § 100.3(b)(1), (2); see also 20 U.S.C. §§ 6312(g)(1)(A)(viii) (Title I), 7012(a)(8) (Title III)

Appropriate placement and programming is determined by an Individualized Language Acquisition Plan (ILAP. If a parent declines services for their ML student(s), academic and family support would still be provided by way of consultation with classroom teachers and interpreter/translation services as needed. ESOL specialists will maintain a file on each student with copies of all relevant documents in their cumulative files.

Support Structures Available for ML students
Regular classroom instruction
Consultation by the ML instructor to the classroom teacher
Consultation to the student by the ML instructor / educational technician
In-classroom support of the student by the ML instructor / educational technician.
Direct instruction by the ML instructor of the student in the regular classroom ("push in")
Direct instruction by the ML instructor of the student in a pull-out setting
Partnerships with community organizations and service providers for case management, cultural brokering, etc.

Language Acquisition Assessment		
ACCESS for MLs Proficiency Levels (Composite Score)	Recommended Multilingual Language Development (MLD) Program Placement (K-12)	Recommended level of language support: - Overseen by an ESOL endorsed teacher, ESOL endorsed specialist or ESOL endorsed administrator; - Provided by a team of educators, and;
Level 1 – Entering	Intensive Multilingual Language Development (IELD) (Grades K-12)	<i>Up to 4 hours per day</i> Language programming may include: Elementary: IELD instruction, in-class academic language support Middle School: One or more IELD class periods Sheltered Multilingual Content Instruction In-class academic language support High School: One or more IELD class periods Sheltered Multilingual Content Instruction In-class academic language support
Level 2 – Beginning		
Level 3 – Developing	Cognitive Academic Language Support (CALS)	<i>Daily instruction</i> Language programming may be a combination of Level 2 – 4 services based on student need
Level 4 – Expanding	Cognitive Academic Language Support (CALS)	<i>Weekly Instruction</i> Language programming may include: Specialized CALS for areas of need (reading, writing, vocabulary development, etc.) In-class academic language support Academic tutoring as needed
Level 5 – Bridging	Cognitive Academic Language Support (CALS) Officially exited from Limited Multilingual Proficient (LEP) designation	
Level 6 – Attained No longer assessed on ACCESS for ELLs.		Consultation: Differentiated instruction as needed Eligible for re-entry into ELD Programming

Section IV: Meaningful and Equitable Access to Academic and Extracurricular Programs

Multilingual learners are entitled to equitable access to all academic and extracurricular programs that their schools offer, such as college preparatory classes, Advanced Placement, dual enrollment, Gifted and Talented, Career and Technical Education, athletics, academic/career counseling, performing and visual arts, clubs, honor societies, and others.

Legal Basis: 34 C.F.R. § 100.1-.2; 20 U.S.C. § 1703(f)

Students have equal access to academic and extracurricular activities. Information about these programs is provided through individual school handbooks and through communication from teachers and district leadership. Students may be given the opportunity to participate through the RTI process. Communication with families is made available in translated format by ESOL specialists as needed.

Section V: Equitable Personnel, Facilities, and Materials

Multilingual learners must be provided with sufficient, qualified teaching staff to meet their language learning and academic content acquisition needs, as well as facilities and materials of comparable quality to those of their peers.

Legal Basis: Title VI of the Civil Rights Act of 1964; 20 U.S.C. § 6826(c); Castañeda, 648 F.2d at 1013

All ESOL specialists are certified through the State of Maine endorsement 660. Staffing is adjusted according to need and number of students on teacher caseloads. ESOL Specialists are available to consult with mainstream teachers and also provide professional development when possible. ESOL specialists maintain a classroom/office space in each building where ML students attend. ESOL budget line is used to provide equitable educational materials to Multilingual Learners comparable to those of their native Multilingual speaking peers. Multilingual learners have full access to all educational opportunities and materials provided by the Biddeford School Department.

Section VI: Annual Multilingual Language Proficiency Test Administration

All Multilingual learners in Maine public school must be administered ACCESS for MLs (or Alternate ACCESS, if applicable) annually.

Legal Basis: 20 U.S.C. §§ 6311(b)(7) (Title I), 6823(b)(3)(C), (D) (Title III)

All Multilingual learners will be administered the ACCESS for MLs/Alternate ACCESS annually according to the State of Maine Department of Education guidance. Parents/guardians who wish to opt-out of required testing have the option to do so.

Section VII: Exit and Monitoring

Legal Basis: 20 U.S.C. §§ 6311(b)(7) (Title I), 6823(b)(3)(C), (D) (Title III)

When a Multilingual learner meets Maine's definition of Multilingual language proficiency on ACCESS for MLs/Alternate ACCESS (currently an overall composite proficiency level of 4.5, or level P2 on Alternate ACCESS), the student is exited from Multilingual learner status. Note that no other criteria may substitute for a score of proficient on ACCESS

for MLs/Alternate ACCESS. Biddeford School Department monitors the academic performance of all former Multilingual learners for two years³ to ensure that Multilingual language support services are no longer needed. If educators suspect that a student is no longer proficient in Multilingual, the WIDA Screener Online may be re-administered to determine Multilingual learner status. A student who scores below an overall composite score of 4.5 must be reentered into Multilingual learner status, provided Multilingual language acquisition support services, and administered ACCESS for MLs/Alternate ACCESS annually until exiting again.

Section VIII: Ongoing Program Evaluation

Legal Basis: Castañeda, 648 F.2d at 1014-15

The Biddeford School Department strives to provide a high quality educational program for all Multilingual learners. The effectiveness of ESOL specialists is assessed annually through the district-wide process of teacher evaluation. Longitudinal data collection and analysis methods are provided as needed; these data are identified in the district's Comprehensive Needs Assessment to ensure that long-term outcomes are comparable to those of students who were never Multilingual learners.

Section IX: Meaningful Communication with Parents/Guardians

Legal Basis: Title VI of the Civil Rights Act of 1964; Titles I and III of the Elementary and Secondary Education Act of 1965

The Biddeford School Department ensures meaningful communication with parents with a primary/home language other than Multilingual in a language they can understand and adequately notifies LEP parents of information about any program, service, or activity of a school department that is called to the attention of non-LEP parents. Per the [Dear Colleague Letter](#) (page 38), schools must identify LEP parents. The Biddeford School Department does this through the intake process. ESOL specialists provide support to registrars and office staff about how to access interpreters and translation services for families. As of this writing, the district utilizes a suite of services to assist parents with access to their child(ren)'s education. These include:

Apptegy	TalkingPoints
ThrillShare	LanguageLine
Google Classroom	Catholic Charities Maine Language Partners
Seesaw	

Legal Reference: Title VI of the 1964 Rights Act
CH. 127.03 (Maine Department of Ed. Rule)
Dear Colleague Letter, Multilingual Learner Students and Limited
Multilingual Proficient Parents (01/7/2015)

Cross Reference: IHBEA, IHBEA-R1, IHBEA-R2 (proposed to adopt)

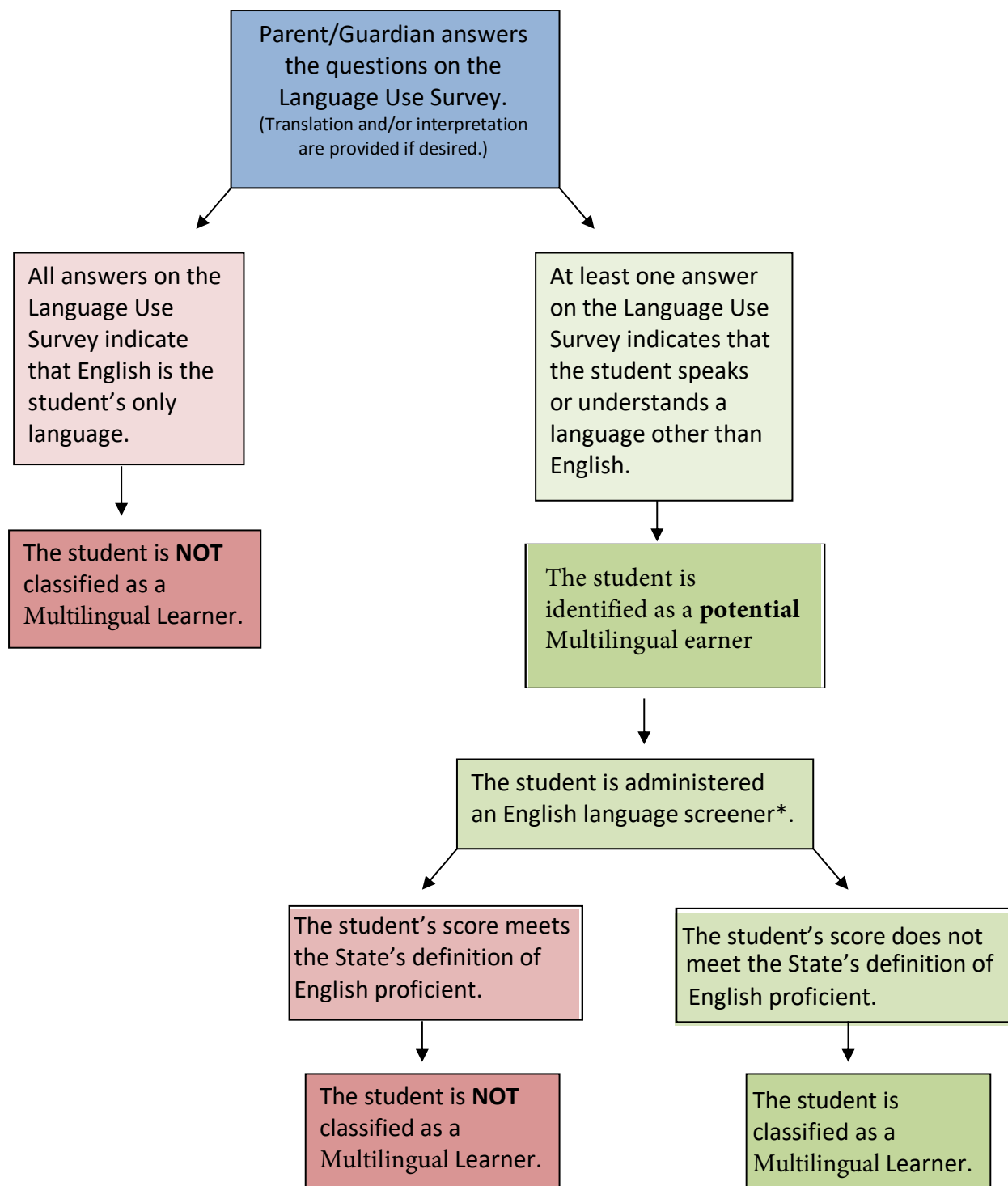
Adopted: February 9, 2021

Revised: _____

³ There is no rule, statute, or case law prescribing the monitor period. Two years is a required minimum for the Biddeford School Department; students' progress in a general education program may advance or retard during the school year. A credentialed ML instructor, IEP team or the LAC may extend the monitoring window as needed.

Multilingual Learner Identification Decision Tree- BIDDEFORD SCHOOL DEPARTMENT

The parent(s)/guardian(s) of all students enrolling in a Maine school district for the first time must complete the Language Use Survey. The entire identification process must be completed within 30 days of enrollment from the beginning of the school year or within two weeks of enrollment during the school year. Note that if a parent/guardian refuses to complete the Language Use Survey, the district is still required under federal law to identify all Multilingual learners. In such cases, the "School Use Only" section of the Language Use Survey must indicate observed or student-reported use of a primary or home language other than English before an English proficiency screener can be administered.



Cross Reference: IHBEA, IHBEA-R

*Biddeford's screener schedule: **Pre-K:** Pre-LAS, **K:** W-APT, **1-12:** WIDA

PROGRAM FOR MULTILINGUAL LEARNERS

The Committee recognizes the need to provide a program for students who are Multilingual learners in order to assure these students of equal educational opportunity.

To that end, the Superintendent shall be responsible for developing and implementing a “Lau Plan” to meet the needs of students who are Multilingual learners, including procedures for identification, assessment, programming, monitoring or progress, exit/reclassification, follow-up, and parent notification. A Language Assessment Committee shall be appointed to assist in the coordination, oversight, and periodic review of the program.

The Lau Plan shall be approved by the Board before it is submitted to the Maine Department of Education.

At the beginning of each school year, Biddeford School Department will notify parents of students identified for or participating in programs for Multilingual learners about the instructional program and parent rights, as required by law. Parents will be regularly informed of their child’s progress. Whenever practicable, communications with parents will be in the language understood by the parents.

Legal Reference: 42 U.S.C. § 2000d (Title VI, Civil Rights Act of 1964)
20 U.S.C. § 6801 et seq.
Me. Dept. of Educ. Rule Ch. 127.02
Federal DOJ “Dear Colleague Letter,” *Multilingual Learner Students and Limited Multilingual Proficient Parents* (01/7/2015)

Adopted: January 8, 2019
Reviewed: February 9, 2021
Revised: _____

SCHOOL VOLUNTEERS

The Biddeford School Committee recognizes that community members can provide valuable services to the school by sharing their time, talents, and experience. An effective volunteer program allows students to benefit from individual attention, provides enrichment opportunities that supplement the regular education program, allows teachers to focus on teaching and learning by relieving them of non-teaching tasks, provides interested community members an opportunity to become directly involved with education, and strengthens the relationship between school and community.

The Biddeford School Committee approves the use of volunteers to support the school system's instructional programs and extracurricular activities. The Biddeford School Committee adopts this policy to provide direction for the school system's volunteer program.

For the purpose of this policy, a volunteer is a person who provides services, without compensation or benefits of any kind or amount, on an occasional or regular basis in the schools or school-**sponsored** activities.

All volunteers shall be at least 18 years of age unless their volunteer work is part of a class or **mentorship**, is done to fulfill a service learning or community service requirement for graduation, or is done by a recognized student organization.

Volunteers may provide assistance by:

- A. Tutoring students on a one-to-one or small group basis under the direct supervision of the classroom teacher;
- B. Using their special musical, artistic or other talents to provide enrichment experiences and extend student learning;
- C. Reading to children;
- D. Playing instructional games;
- E. Providing services in libraries, lunchrooms, and playgrounds;
- F. Accompanying students on field trips;
- G. Assisting teachers in assembling instructional materials; **and/or**
- H. Assisting in school plays, music programs, **athletic programs**, and other extracurricular activities.

Volunteers serve under the direct supervision of the building principal or designated staff. When volunteers work with children, their activities will be under the supervision of the classroom teacher, coach, activity adviser, or other designated employee. No volunteers are to be alone with a student unless the volunteer has successfully passed a background check.

~~In the rare instance that a volunteer is scheduled to work alone and one-on-one with a student, the school unit will make every effort to conduct a criminal background check, including a sex offender registry check. For all other activities using volunteers, the building administrator shall be responsible for screening volunteers.~~

Approval, assignment, continuation, or termination of volunteers shall be at the discretion of the building principal.

Staff must have their use of volunteers approved in advance by the building principal. Volunteers will only be assigned to staff who request them.

Volunteers are expected to abide by all Biddeford School Committee policies, procedures, and school rules when performing their assigned responsibilities. **The building principal shall make volunteers aware of applicable policies, procedures, and rules before they undertake their first assignment through a volunteer orientation, volunteer handbook, or other means.**

Volunteers should perform only those tasks that have been assigned.

Volunteers will not have access to confidential information in student records except as allowed by federal or state law or regulations and will be responsible for maintaining confidentiality regarding information seen or heard while working as a volunteer. ~~Volunteers shall fill out a volunteer agreement form (Policy HOC-E1).~~ **Because many students reserve their rights not to be photographed, volunteers are admonished from photographing students or using/sharing other personally identifiable information.**

Persons interested in volunteering time or services should contact the building principal. ~~Information collected during this screening process will be treated as confidential to the extent allowed by law.~~ **Prospective volunteers will be required to complete a Volunteer Agreement Form ([IJOC-E](#))**

~~Parents who are registered sex offenders will not be allowed to volunteer in the schools or to chaperone either school day or extended field trips, even when their own children are involved.~~

In the interest of protecting the safety of students and staff, the school unit will conduct sex offender registry checks and criminal background checks on all volunteers including those chaperoning students on field trips or school-sponsored excursions. In the event that disclosure on the volunteer form is in conflict with a records check a volunteer shall be excluded. Information collected during this screening process will be treated as confidential to the extent allowed by law.

Volunteers may not transport students in private vehicles except as allowed by Biddeford School Committee policy.

~~The principals will be responsible for an annual written report informing the superintendent of the effectiveness of the volunteer program in their schools and of the method and results involved in the sexual offender registry check.~~

~~The building principal will be responsible for appropriate school recognition of volunteers.~~

The school unit will provide liability insurance protection for volunteers while performing assigned services.

The Superintendent will be responsible for devising a method for evaluating the effectiveness of the volunteer program on an annual basis.

Legal Reference: 20-A M.R.S.A. § 1002

Cross Reference: EEBC - Student Transportation in Private Vehicles
EEBB - Use of Private Vehicle on School Business

IJOA-Field Trips and Excursions
IJOE-E ~ School Volunteer Agreement

Adopted: January 8, 2013

Revised: _____

☐ BHS/GOT (9-12)☐ BMS (6-8)☐ BIS (4-5)☐ BPS (1-3)☐ JFK (Kindergarten)**VOLUNTEER AGREEMENT FORM**

I have read the Biddeford School Department policy IJOC (School Volunteers):

I understand that as a volunteer in the Biddeford schools that ALL student and staff information is confidential. I agree not to access, review, disclose or use confidential student or staff information without specific authorization from a school administrator. I also understand that even when I am no longer a volunteer in the schools, any confidential information I have learned must continue to be kept confidential. I understand that any breach of these confidentiality requirements will result in my immediate termination as a volunteer and may result in legal action against me.

I understand that I must comply with all Biddeford School Committee policies and school rules applicable to school staff as well as all directions from school administrators and staff while serving as a volunteer. I further understand that my authorization to serve as a volunteer may be terminated at the discretion of the school principal at any time if they determine it is in the best interests of the Biddeford schools.

 Printed Name Telephone number (s)

 Address

 Signature of Volunteer _____ Date

Legal Reference: 10 — A.M.R.S.A. § 1002

Gross Reference: — EEBC — Student Transportation in Private Vehicles
 — IJOC — School Volunteers

Adopted: — January 8, 2013

☐ BHS/COT (9-12)☐ BMS (6-8)☐ BIS (4-5)☐ BPS (1-3)☐ JFK (Kindergarten)

SCHOOL VOLUNTEERS AUTHORITY TO RELEASE INFORMATION

I hereby authorize the representative of the Biddeford School Department bearing this release, or copy thereof, within one year of its date, to perform a criminal history records check:

This release is executed with full knowledge and understanding that the information is for the official use of the Biddeford School Department. I hereby release the custodian of such records, including law enforcement agency officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may at any time result to me, my heirs, family or associates because of compliance with this authorization and requests to release information or any attempt to comply with it. Should there be any question as to the validity of this release, you may contact me as indicated below. All records obtained are confidential and may not be made available for public inspection or copying:

FULL NAME _____ D.O.B. _____
(signature)

FULL NAME _____ DATE _____
(typed or printed)

CURRENT ADDRESS _____

TEL: _____ Social Security # _____

WITNESS: _____

Gross Reference: IJOC—School Volunteers
IJOC—R School Volunteers Administrative Procedure

Adopted: _____ January 8, 2013

SCHOOL VOLUNTEERS - ADMINISTRATIVE PROCEDURE

- 1) All persons wishing to volunteer in the Biddeford Schools and/or activities shall complete the Volunteer Agreement Form.
- 2) Volunteers will be screened through the sex offender registry ~~at least once every five years.~~ **and municipal criminal records check**
- 3) ~~In the instance in which a volunteer may be working 1:1 with a child, a criminal history background check will be conducted.~~

Legal Reference: 10 – A M.R.S.A. § 1002

Cross Reference: EEBC – Student Transportation in Private Vehicles
IJOC – School Volunteers
~~IJOC-E1 – Volunteer Agreement Form~~
~~IJOC-E2 – School Volunteers Authority to Release Information~~
IJOC-E - Volunteer Agreement Form

Adopted: January 8, 2013
Revised: _____

STUDENT DISCRIMINATION/HARASSMENT AND TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

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

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

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

Michelle Brackin, Human Resources Manager
18 Maplewood Ave, Biddeford, ME 04005
207-282-8281
mbrackin@biddefordschools.me

OR

Christopher Indorf, Assistant Superintendent
18 Maplewood Ave, Biddeford, ME 04005
207-282-8280

I. DEFINITIONS

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

A. Discrimination/Harassment Complaint Procedure Definitions

1. “Discrimination or harassment”: Discrimination or harassment on the basis of an individual’s membership in a protected category, which, for students,

includes race, color, sex, sexual orientation, gender identity, religion, ancestry, national origin or disability.

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

8. Complaints of bullying not involving the protected categories or definitions described above may be addressed under the Biddeford School Committee Policy JICK – Bullying and Cyberbullying of Students.

B. Title IX Sexual Harassment Complaint Procedure Definitions

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

II. DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURE

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

A. How to Make A Complaint

1. School employees are required to promptly make a report to the AAO/Title IX Coordinator if they have reason to believe that a student has been discriminated against or harassed.
2. Students (and others) who believe that they or another student has been harassed or discriminated against should report their concerns promptly to the AAO/Title IX Coordinator.
3. The individual making the report must provide basic information in writing concerning the allegation of harassment or discrimination (i.e., date, time, location, individual(s) who allegedly engaged in harassment or discrimination, description of the allegation) to the AAO/Title IX Coordinator.
4. If an individual is unsure as to whether unlawful discrimination or harassment has occurred, or who needs assistance in preparing a written complaint, they are encouraged to discuss the matter with the AAO/Title IX Coordinator.
5. Individuals will not be retaliated against for reporting suspected discrimination or harassment, or for participating in an investigation. Retaliation is illegal under federal and state nondiscrimination laws, and any retaliation will result in disciplinary action, up to and including discharge for employees, and expulsion for students.
6. Individuals are encouraged to utilize the school unit's complaint procedure. However, individuals are hereby notified that they also have the right to report incidents of discrimination or harassment to the Maine Human Rights Commission, 51 State House Station, Augusta, Maine 04333 (telephone: 207-624-6290) and/or to the federal Office for Civil Rights,

U.S. Department of Education, 5 Post Office Square, 8th Floor, Boston, MA 02109-3921 (telephone: 617-289-0111).

B. Complaint Handling and Investigation

1. The AAO/Title IX Coordinator will promptly inform the Superintendent or designee and the person who is the subject of the complaint (respondent) that a complaint has been received.
2. The AAO/Title IX Coordinator may pursue an informal resolution of the complaint with the agreement of the parties involved. Any party to the complaint may decide to end the informal resolution process and pursue the formal process at any point. Any informal resolution is subject to the approval of the parties and the Superintendent or designee, who shall consider whether the resolution is in the best interest of the school unit and the parties in light of the particular circumstances and applicable policies and laws.
3. The AAO/Title IX Coordinator may implement supportive measures to a student to reduce the risk of further discrimination or harassment to a student while an investigation is pending. Examples of supportive measures include, but are not limited to, ordering any contact between the individuals involved or changing classes.
4. The complaint will be investigated by a trained internal or external individual designated by the Superintendent or designee and the AAO/Title IX Coordinator. Any complaint about an employee who holds a supervisory position shall be investigated by a person who is not subject to that supervisor's authority. Any complaint about the Superintendent or designee should be submitted to the Chair of the Biddeford School Committee, who should consult with legal counsel concerning the handling and investigation of the complaint.
5. The investigator shall consult with the AAO/Title IX Coordinator as agreed during the investigation process.
6. The respondent will be provided with an opportunity to be heard as part of the investigation. The complainant shall not be required to attend meetings with the respondent, but may choose to do so as part of an informal resolution process.

7. The complainant and the respondent may suggest witnesses be interviewed and/or submit materials they believe are relevant to the complaint.
8. If the complaint is against an employee of the school unit, any rights conferred under an applicable collective bargaining agreement shall be applied.
9. Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.
10. The investigation shall be completed within 40 ~~calendar~~ or business days of receiving the complaint, if practicable. Reasonable extensions of time for good reason shall be allowed.
11. The investigator shall provide a written report and findings to the AAO/Title IX Coordinator.

C. Findings and Subsequent Actions

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

D. Appeals

1. After the conclusion of the investigation, the complainant or respondent may seek an appeal of the findings solely on the basis of either: (a) prejudicial procedural error or (b) the discovery of previously unavailable relevant evidence that could significantly impact the outcome.

2. Appeals must be submitted in writing to the Superintendent or designee within five ~~calendar~~ or business days after receiving notice of the resolution.
3. Upon receipt of a valid appeal, the Superintendent or designee shall provide notice to the other party, along with an opportunity to provide a written statement within five ~~calendar~~ business days.
4. The Superintendent or designee shall review the available documentation and may conduct further investigation if deemed appropriate.
5. The Superintendent's or designee's decision on the appeal shall be provided to the parties within 10 ~~calendar~~ or business days, if practicable. The Superintendent or designee's decision shall be final.

E. Records

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

III. TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURE

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

A. How to Make A Report

1. School employees who have reason to believe that a student has been subjected to sexual harassment are required to promptly make a report to the AAO/Title IX Coordinator.
2. Students, parents/legal, or other individuals who believe a student has been sexually harassed are encouraged to make a report to the AAO/Title IX Coordinator.
3. If the individual making the report is the alleged victim, or if the alleged victim is identified by the individual making the report, the AAO/Title IX Coordinator will meet with the alleged victim to discuss supportive measures that may be appropriate in the particular circumstances and explain the process for filing a formal complaint.

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

B. How to Make A Formal Complaint

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

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

2. In certain circumstances, the AAO/Title IX Coordinator may file a formal complaint even when the alleged victim chooses not to. Examples include if the respondent (person alleged to have engaged in sexual harassment) has been found responsible for previous sexual harassment or there is a safety threat within the school unit). In such cases, the alleged victim is not a party to the case but will receive notices as required by the Title IX regulations at specific points in the complaint process.
 3. In accordance with the Title IX regulations, the AAO/Title IX Coordinator must dismiss a formal complaint under this Title IX procedure if: a) the conduct alleged in the formal complaint does not constitute sexual harassment under the Title IX regulations and this policy; or b) if the conduct alleged did not occur within the scope of the school unit's education programs and activities, or c) did not occur in the United States.
 4. In accordance with the Title IX regulations, the AAO/Title IX Coordinator may dismiss a formal complaint under this Title IX procedure if: a) a complainant withdraws the formal complaint, or withdraws particular allegations within the complaint; b) the respondent is no longer employed by or enrolled in the school unit, or c) there are specific circumstances that prevent the school unit from gathering evidence sufficient to reach a determination regarding the formal complaint. However, if the conduct potentially violates other policies or laws, it may be addressed through the applicable Biddeford School Committee policy/procedure.
 5. If a formal complaint is dismissed under this Title IX procedure, the AAO/Title IX Coordinator will promptly and simultaneously send written notices to the parties explaining the reasons. Parties have the opportunity to appeal dismissals in accordance with subsection I below.
 6. If the conduct alleged in a formal complaint potentially violates other laws, Biddeford School Committee policies, and/or professional expectations, the school unit may address the conduct under Section 2 or another applicable Biddeford School Committee policy/procedure.
- C. Emergency Removal or Administrative Leave

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

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

D. Notice to Parties of Formal Complaint

1. The Title IX Coordinator will provide to the parties written notice of the formal complaint and allegations of sexual harassment potentially constituting prohibited conduct under the Title IX regulations and this procedure. The notice shall include:
 - Notice regarding the complaint procedure and the availability of an informal resolution process;
 - Sufficient details known at the time (including identities of parties, if known; the conduct alleged; and the date and location of the alleged incident, if known), with sufficient time to prepare before any initial interview (not less than five ~~calendar~~ or business days);
 - As required by the Title IX regulations, a statement that the respondent is presumed not responsible for the alleged conduct and that a determination of responsibility will be made at the conclusion of the complaint); and that the parties may inspect and review evidence;
 - Notice that the parties may each have an advisor of their choice (who may be an attorney), and that the parties may inspect and review evidence;

- Notice that knowingly making false statements or submitting false information during the complaint process is prohibited and may result in disciplinary action;
 - Notice of the name of the investigator, with sufficient time (no less than three ~~calendar~~ or business days) to raise concerns of conflict of interest or bias.
2. If additional allegations become known at a later time, a notice of the additional allegations will be provided to the parties.
 3. The AAO/Title IX Coordinator will discuss supportive measures with each party and implement such measures as appropriate.

E. Informal Resolution Process

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

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

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

F. Investigation

1. The complaint will be investigated by a trained internal or external individual designated by the Superintendent or designee and AAO/Title IX Coordinator. Any complaint about an employee who holds a supervisory

position shall be investigated by a person who is not subject to that supervisor's authority. Any complaint about the Superintendent or designee should be submitted to the Chair of the Biddeford School Committee, who should consult with legal counsel concerning the handling and investigation of the complaint.

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

- g. Prior to completion of the investigation report, provide each party and advisor (if any) the evidence subject to inspection and review, and provide the parties with ten ~~calendar~~ or business days to submit a written response.
 - h. Consider the parties' written responses to the evidence prior to completing the investigation report.
 - i. Create an investigative report that fairly summarizes relevant evidence and send the report to the parties and advisors (if any), for their review and written responses within ten ~~calendar~~ or business days of receipt.
 - j. After receipt of the parties' written responses (if any), forward the investigation report and party responses to the assigned decision-maker.
6. The investigation shall be concluded within 40 ~~calendar~~ or business days if practicable. A reasonable extension of time for good reason shall be allowed.

G. Determination of Responsibility

1. The decision maker is one of the aforementioned AAO/Title IX Coordinators unaffiliated with the investigation.

The decision-maker shall provide the parties with the opportunity to submit written, relevant questions that the party wants to be asked of another party or witness within five ~~calendar~~ or business days of when the decision-maker received the investigation report and party responses.

The decision-maker shall explain to a party proposing questions if the decision-maker excludes a question as not relevant.

2. Each party shall be provided the opportunity to review the responses of another party and/or witness, and to ask limited written follow-up questions within five ~~calendar~~ or business days of receiving the answers.
3. Each party will receive a copy of the responses to any follow-up questions.

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

H. Remedies, Discipline, and Other Actions

The Title IX regulations require school unites to provide a "range," not an exhaustive list of measures that would be used to ensure the complainant's equal access to the school unit's programs and activities. Likewise, the Biddeford School Committee must include a "range" of disciplinary sanctions that may be imposed.

1. Remedies

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

2. Discipline and Other Actions - Students

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

- In or out of school suspension.
- Expulsion, **as may be applied under Maine law**
- Restorative justice.
- The requirement to engage in education or counseling program.

3. Discipline and Other Actions – Employees

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

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

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

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

I. Appeals

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

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

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

1. Appeals must be filed with the Superintendent or designee, who will consider the appeal.
2. The Superintendent or designee shall notify the other party in writing of the appeal and will allow both parties to submit a written statement in support of, or challenging, the determination of the decision-maker.
3. The Superintendent or designee shall conduct an impartial review of the appeal, including consideration of the written record of the matter, and may consult with legal counsel or other school unit officials in making their decision.
4. The Superintendent or designee shall issue a written decision describing the result of the appeal and rationale for the result, and provide the written decision simultaneously to the parties. The decision will either deny the appeal; grant the appeal and remand to the decision-maker for further consideration; or grant the appeal by revising the disciplinary or other action(s).

J. Records

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

Legal Reference: Americans with Disabilities Act (42 U.S.C. §12101 et seq., as amended; 28 C.F.R. § 35.107)
Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. § 794 et seq., as amended; 34 C.F.R. § 104.7)
Title IX of the Education Amendments of 1972 (20 USC § 1681, et seq.); 34 C.F.R. Part 106
Clery Act (20 U.S.C. §1092(f)(6)(A)(v) - definition of sexual assault)
Violence Against Women Act (34 U.S.C. § 1092(f)(6)(A)(v) – definition of sexual assault; 34 U.S.C. § 12291(a)(10) – dating violence; 34 U.S.C. §12291(a)(3) – definition of stalking; 34 U.S.C. §12291(a)(8) – definition of domestic violence)
Title VI of the Civil Rights Act of 1964 (42 USC § 2000d)
Maine Human Rights Act, 5 MRSA § 4551 et seq.
20-A MRSA § 6553
MHRC/MDOE Joint Rule Chapter 94-348 and 05-071, ch. 4
Title 20-A §1001(9) et seq.

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

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