

Colchester School Board

Meeting Agenda and Packet

April 6, 2021

**Colchester School District  
Board of Education Meeting  
May 4, 2021 - 7:00 P.M.  
Remote Meeting  
Citizens Participation Instructions Listed Below**

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**Agenda**

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|--------------|---|----------------------|
| <b>I.</b>    | <b>Call to Order</b>  |                      |
| <b>II.</b>   | <b>Citizen Participation*</b>   |                      |
| <b>III.</b>  | <b>Hear Title IX Presentation by Attorney Heather Lynn</b>                                | <b>Informational</b> |
| <b>IV.</b>   | <b>First Reading of Prevention of Sexual Harassment as Prohibited by Title IX Policy</b>  | <b>Action</b>        |
| <b>V.</b>    | <b>Approval of Contract Agreement with Colchester Education Association Support Staff</b> | <b>Action</b>        |
| <b>VI.</b>   | <b>Approval of New Roof at CMS</b>  | <b>Action</b>        |
| <b>VII.</b>  | <b>First Reading of Fiscal and Business Management Policy: E1</b>                         | <b>Action</b>        |
| <b>VIII.</b> | <b>COVID-19 Update</b>  | <b>Informational</b> |
| <b>IX.</b>   | <b>Approval of Personnel Consent Agenda</b>   | <b>Action</b>        |
| <b>X.</b>    | <b>Approval of Meeting Minutes: April 6, 2021</b>   | <b>Action</b>        |
| <b>XI.</b>   | <b>Board/Administration Communication, Correspondence, Committee Reports</b>              | <b>Information</b>   |
| <b>XII.</b>  | <b>Future Agenda Items</b>  | <b>Information</b>   |
| <b>XIII.</b> | <b>Adjournment</b>  |                      |

**COVID-19 Meeting Participation**

On March 30, 2020, Governor Scott signed H.681 into law, making temporary changes to Vermont's Open Meeting Law. These changes will remain in effect during the declared state of emergency due to COVID-19. On November 13, 2020, the Governor amended the executive order as a result of an acceleration in COVID-19 transmission throughout the State. The addendum strongly discourages in-person meetings. Meetings of the Colchester School Board will be held remotely with no designated meeting location. LCATV will provide coverage through live stream which can be accessed here: <https://lcatv.org/live-stream-3>. Citizens may participate in the meeting by emailing questions or statements to [schoolboard@colchestersd.org](mailto:schoolboard@colchestersd.org) with "Citizens Participation" listed in the subject line. Please include your full name and a phone number in the email. Citizens may also call (802) 264-5990 while the meeting is in session.

## Prevention of Sexual Harassment As Prohibited by Title IX

### I. Statement of Policy.

- A. **Prohibiting Title IX Sexual Harassment.** Per Title IX of the Education Amendments Act of 1972 (“Title IX”) the District does not discriminate on the basis of sex in its educational programs and activities, including employment and admissions. All forms of sex-based discrimination, including sexual harassment, are prohibited in the District. A District with actual knowledge of sexual harassment in an educational program or activity of the District against a person in the United States must respond promptly in a manner that is not deliberately indifferent. A District is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. A District may be deemed to have been deliberately indifferent based on its restriction of rights protected under the U.S. Constitution, including the First, Fifth and Fourteenth Amendments.
- B. **Retaliation.** Retaliation as defined by this Policy is expressly prohibited. Complaints alleging retaliation may be filed according to the Title IX Grievance Procedures set forth in Section IV.
- C. **Concurrent Statutory Obligations.** While all forms of sex-based discrimination are prohibited in the District, the purpose of this policy is to address, and only address, *sexual harassment as defined in Title IX and Section II.M. below*. For conduct which satisfies that definition, a school’s response is governed by this policy, and in those cases for which they have received a filing of a formal complaint of same, as set forth under the Title IX Grievance Process set forth in Section IV below. For other forms of inappropriate conduct, or conduct which may satisfy the definition of harassment on the basis of sex under Vermont law, including student misconduct and employment based statutes prohibiting unlawful harassment and other forms of misconduct, the District may have the separate obligation to address those behaviors as required by other school policies and applicable laws.
- D. **Covered Parties.** This Policy shall apply to all students, employees and any third party who contracts with the District to provide services to District students or employees, upon District property or during any school program or activity. A third party under supervision and control of the school system will be subject to termination of contracts/agreements, restricted from access to school property, and/or subject to other consequences, as appropriate.

## II. Definitions

As used in this Policy and during the Title IX Grievance Process, the terms below shall have the meaning ascribed.

- A. “Actual Knowledge”** means “notice” of “sexual harassment” or allegations of “sexual harassment” to either (a) a recipient’s Title IX Coordinator; or (b) any official of the recipient who has the authority to institute corrective measures on behalf of the recipient; or (c) to any employee of an elementary and secondary school.
- a. For purposes of this paragraph “sexual harassment” refers to the definition as contained *within this policy*. For other forms of inappropriate conduct, or conduct which may satisfy the definition of harassment on the basis of sex as recognized under Vermont law, schools retain the option and in some cases the obligation, to address those behaviors as required by policy and law.
  - b. Actual knowledge shall not be deemed to exist when the only official of the recipient with actual knowledge is the respondent.
  - c. “Notice” as used in this paragraph includes, but is not limited to, a Report of Sexual Harassment to the Title IX Coordinator as described Section IV.B.
  - d. Notice sufficient to trigger an obligation under this policy only shall exist where any employee has sufficient personal knowledge of alleged facts to be aware that if such facts were found to be true it would constitute a violation of this policy.
  - e. Imputation of knowledge based solely on vicarious liability OR constructive notice shall be insufficient to establish or constitute actual knowledge.
- B. “Complainant”** is an individual who is alleged to be the victim of conduct that could constitute “sexual harassment” under this Policy. In order for an individual to be considered to be a Complainant they need not file Report of Sexual Harassment, nor a Formal Complaint of Sexual Harassment. Where the Title IX Coordinator signs a Formal Complaint of Sexual Harassment, the Title IX Coordinator is not considered a “Complainant.”
- C. “Days”** shall mean calendar days, but shall exclude non-weekend days on which the District office is closed (e.g. holidays, office-wide vacations), or any weekday during the school year on which school is closed (e.g. snow days).
- D. “Decision-Maker”** means persons tasked with either the responsibility of making determinations of responsibility (referred to as “Initial Decision-Maker”); or the responsibility to decide any appeal (referred to as “Appellate Decision-Maker”) with respect to Formal Complaints of Sexual Harassment in accordance with the Title IX Grievance Process.

- E. **“Determination of Responsibility”** is the formal finding by the decision-maker on each allegation of Sexual Harassment contained in a Formal complaint that the Respondent did or did not engage in conduct constituting Sexual Harassment under Title IX.
- F. **“Disciplinary sanctions”** are consequences imposed on a Respondent when s/he is determined responsible for sexual harassment prohibited under this Policy.
- F. **“Emergency Removal”** for purposes of this Policy shall mean removing a respondent from the District’s education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. Emergency Removals as permitted by this Policy shall not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.
- G. **“Formal Complaint of Sexual Harassment”** means a document filed by either (a) a complainant (or complainant’s parent/guardian); or (b) the Title IX Coordinator, alleging sexual harassment against a respondent AND requesting that the District investigate the allegation of sexual harassment. The issuance or receipt of a Formal Complaint of Sexual Harassment formally triggers the Title IX Grievance Process set forth in Section IV. of this Policy.
- H. **“Investigation of Title IX Sexual Harassment”** Before the District can conduct an Investigation of Sexual Harassment under this Policy, against a Respondent, a Formal Complaint of Sexual Harassment that contains an allegation of sexual harassment and a request that the District investigate the allegations is required. Such investigation is a part of the Title IX Grievance Process, as set forth in Section IV.E.
- I. **“Remedial actions”** are actions intended to restore or preserve a complainant’s equal access to the educational programs and activities of the District.
- J. **“Report of Sexual Harassment”** is any report which provides the District with actual knowledge of sexual harassment or allegations of sexual harassment. Such a report may or may not be accompanied by a Formal Complaint of Sexual Harassment. Without such a Complaint, the Title IX Grievance Process is not triggered. See Section IV.A and IV.B. regarding the process for initiating that process.

- K. “**Respondent**” means an individual who has been reported to be the individual accused (i.e. perpetrator) of conduct that could constitute sexual harassment as defined under this policy.
- L. “**Retaliation**” means intimidation, threats, coercion, or discrimination by either the District or any other person, against any individual for the purpose of interfering with any right or privilege secured by Title IX and/or this Policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing in connection with this Policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sexual discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this policy, constitutes retaliation.
- Limitation in Scope.
- i. Material False Statements. Actions taken in response to **materially** false statements made in bad faith, or to submitting **materially** false information in bad faith, as part of a report or during the Title IX Grievance Process do not constitute retaliation. A determination of responsibility alone is insufficient to conclude that a person made a materially false statement in bad faith.
  - ii. 1st Amendment Protections. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this Policy.
- M. “**Sexual harassment**” prohibited under Title IX and by this Policy is conduct on the basis of sex, occurring in an education program or activity of the District, against a person in the United States, that satisfies one or more of the following:
1. A school district employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct; **OR**
  2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, **AND** objectively offensive that it effectively denies a person equal access to the District's education program or activity; **OR**
  3. Or any conduct which would satisfies one or more of the following definitions:
    - a. Sexual assault: Any sexual act(s) directed at another person without consent of the victim, including instances where the victim is unable to lawfully give consent because of age or cognitive ability. Consent to a sexual act exists where words, actions or other non-verbal conduct objectively communicates a desire to participate in the sexual act(s). Consent to some sexual act(s) does not indicate consent to all sexual acts. Consent may be withdrawn at any time by objectively

communicating through words, actions or other non-verbal conduct  
AND/OR

- b. Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or an intimate nature with the victim. The existence of the relationship shall be considered with reference to the length of the relationship, the type of relationship and the frequency of the interactions between the persons involved in the relationship. AND/OR
- c. Domestic violence: Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner or any other persons protected under 15 V.S.A. section 1101 from domestic abuse. AND/OR
- d. Stalking: A course of conduct by a person directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress.

Limitation in Scope. For purposes of this policy conduct shall not be deemed to satisfy Title IX's definition of "sexual harassment" if the conduct occurred either (1) outside of the United States and/or (2) includes locations, events or circumstances over which the District did not exercise substantial control over both the respondent and the context in which the harassment occurred.

- N. "**Supportive Measures**" are non-disciplinary, non-punitive, individualized services, offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. These measures may include, but are not limited to, the following:

- 1.counseling;
- 2.extensions of deadlines or other course-related adjustments;
- 3.modifications of work or class schedules;
- 4.campus escort services;
- 5.mutual restrictions on contact between the parties;
- 6.changes in work or housing locations;
- 7.leaves of absence;
- 8.increased security and monitoring of certain areas of the district campus;
- 9.and other similar measures.

### III. **Duties**

#### A. **Reports of Sexual Harassment**

1. **Any Person May Make a 'Report of Sexual Harassment'**. Any person may report sexual harassment whether relating to her/himself or another person. A Report of Sexual Harassment may be made at any time, in person, by mail, by telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
  - a. **Any Staff Member May Receive Reports**. Additionally, while the District strongly encourages Reports of Sexual Harassment to be made directly to the Title IX Coordinator, the report may be made to **any** District staff member, including, for instance, a counselor, teacher or principal.
  - b. **In Cases where Title IX Coordinator is Alleged Respondent**. If the Title IX Coordinator is the alleged respondent, in such cases either the Report of Sexual Harassment or Formal Complaint of Sexual Harassment may be made directly to the Superintendent, who shall thereafter fulfill the functions of the Title IX Coordinator regarding that Report/Complaint, or delegate the function to another person.

#### B. **District Response to Report of Sexual Harassment**

1. **Duty to respond**. The District will promptly respond when there is Actual Knowledge of sexual harassment, even if a Formal Complaint of Sexual Harassment has not been filed.
  - a. **District Response Must Be Equitable**. In its response the District shall treat Complainants and Respondents equitably by providing supportive measures to the Complainant and by following the Title IX Grievance Process prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a Respondent.
  - b. **Reports of Harassment Received by District Employees Shall Be Referred to Title IX Coordinator**. Where any District employee – other than the employee harasser, or the Title IX Coordinator – receives information of conduct which may constitute sexual harassment under this Policy, s/he shall, without delay, inform the Title IX Coordinator of the alleged sexual harassment. Failure to report will subject the employee to discipline up to and including dismissal.
  - c. **Complainant Contact**. As soon as reasonably possible after receiving a Report of Sexual Harassment from another District employee or after receiving a report directly through any means, the Title IX Coordinator shall contact the Complainant [and parent/guardian in cases where the complainant is a student under the age of 18] to:
    - i. discuss the availability of and offer supportive measures;
    - ii. consider the complainant's wishes with respect to supportive measures;
    - iii. inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and



- iv. explain to the complainant the process for filing a Formal Complaint of Sexual Harassment.
2. Formal Investigation of Sexual Harassment. Before the District may conduct a formal investigation of sexual harassment or take any action (other than supportive measures) against a Respondent, a Formal Complaint that contains an allegation of sexual harassment and a request that the District investigate the allegations is required and must be filed by either the Complainant, the Complainant's Parent/Guardian, or the Title IX Coordinator, as set forth under Section IV.B. below.
3. Initiating the Title IX Grievance Process. A Report of Sexual Harassment alone does **not** initiate a Title IX Grievance Process. Before the District may initiate that process, a Formal Complaint of Sexual Harassment must be filed under the procedures set out in IV.A. ("Title IX Grievance Process").

**C. Formal Complaints of Sexual Harassment.**

1. Process for Filing a Formal Complaint of Sexual Harassment. The process for filing a Formal Complaint of Sexual Harassment is set forth in Section IV.A. ("Title IX Grievance Process").
2. District Response to Receipt of Formal Complaint.
  - a. Investigation of Sexual Harassment. The District must investigate the allegations of a Formal Complaint unless both parties voluntarily consent to engage in Informal Resolution, or Dismissal otherwise occurs under Section IV. G. below.
2. District Written Notification to Parties in Response to Receipt of Formal Complaint. Upon receipt of a Formal Complaint, the District must provide written notice as set forth in Section IV.C. below of the Title IX Grievance Process. In response to a Formal Complaint of Sexual Harassment, the District must follow the Title IX Grievance Process set forth in Section IV.

**D. District Duty to Respond When Determination of Responsibility For Sexual Harassment Has Been Made Against a Respondent.** The District must provide remedies to a Complainant where a determination of responsibility for sexual harassment has been made against a Respondent designed to restore or preserve equal access to the District's education program or activity. Such remedies may include "supportive measures" but also need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent.

**E. Reporting to Other Agencies.**

1. Reports to Department of Children and Families. When a report made pursuant to this policy includes allegations of child abuse, any person responsible for reporting suspected child abuse under 33 V.S.A. § 4491, et seq. must report the allegation to the Commission or DCF. If the victim is over the age of 18 and a report of abuse is warranted, the report shall be made to Adult Protective Services in accordance with 33 V.S.A. § 6901 et seq.

2. Reports to Vermont Agency of Education. If a report of sexual harassment is made to the District about conduct by a licensed educator that might be grounds under Vermont law for licensing action, the principal shall report the alleged conduct to the Superintendent and the Superintendent shall report the alleged conduct to the Secretary. [If a report of sexual harassment is made in an independent school about conduct by a licensed educator that might be grounds under Vermont law for licensing action, the head of school is encouraged to report the alleged conduct to the Secretary of Education.]
3. Reporting Incidents to Police.
  - a. FERPA Rights. Information obtained and documented by school administration regarding the school's response to notice of student conduct that may constitute sexual harassment may constitute an "educational record" regarding the student or student(s) involved as defined by the Family Education Rights and Privacy Act. Accordingly, such information may not be disclosed without prior parent approval to local law enforcement except in response to a lawfully issued subpoena, or in connection with an emergency if disclosure is necessary to protect the health or safety of the student or other individuals.
  - b. First Hand Reports. Nothing in this policy shall preclude persons from reporting incidents and/or conduct witnessed first-hand that may be considered to be a criminal act to law enforcement officials.
4. Continuing Obligation to Investigate. Reports made to DCF, AOE or law enforcement shall not be considered to absolve the school administrators of their obligations under this policy, or other school policies where appropriate, to respond, and when appropriate to investigate and follow the Title IX Grievance Process.

**F. Disseminating Information and Notice.**

1. Notice of Title IX Policy. The District will make this Policy publicly available on the District's website (OR if the District does not maintain a website, available upon request for inspection by members of the public).
2. Notice of Title IX Obligations and Coordinator Information. The District shall include in all student and employee handbooks, and shall make publicly available on the district's website (OR if the District does not maintain a website, available for inspection to members of the public upon request) the following information:
  - a. The District's policy of non-discrimination on the basis of sex, that it is required by Title IX not to discriminate in such a manner, and that such requirement not to discriminate in the education program or activity of the District extends to admission and employment (all to be prominently displayed on both the website and in publications);
  - b. The title, name, office address, email address, and telephone number of the District's Title IX Coordinator (all to be prominently displayed on both the website and in publications);
  - c. A statement that Title IX inquiries may be referred to either the District's Title IX Coordinator or to the Assistant Secretary for Civil Rights.

The same information shall be otherwise provided to students, employees, unions or professional organizations holding collective bargaining or professional agreements with the District, and all persons seeking employment with the District, or seeking to enroll or participate in the District's educational programs or activities. Those persons shall also be informed of the grievance procedures and process provided for under Section IV. of this Policy, including how to file either a Report of Sexual Harassment or Formal Complaint of Harassment, and the response the District will take in response to such filings.

3. Training Materials. Additionally, the District will make any materials used to train personnel as required under Sec. V.F. publicly available on the District's website (OR if the District does not maintain a website, available upon request for inspection by members of the public).

### **G. Record Keeping**

The District shall maintain for a period of seven years records of

1. **Sexual Harassment Investigations**. The District shall maintain records of any:
  - a) determination regarding responsibility;
  - b) any disciplinary sanctions imposed on the respondent;
  - c) any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity; and
  - d) any appeal and result therefrom.
2. **Any informal resolution and the result therefrom.**
3. **All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.**
4. **For each response required of the District by this Policy to Actual Knowledge of Sexual Harassment, the District must create and maintain for a period of seven years the following:**
  - A) Records of any actions, including any supportive measures, taken in response to a Report of Sexual Harassment or Formal Complaint of Harassment. In each instance the District must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's educational program or activity. Where a District does not provide a Complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

### **H. Confidentiality**

1. Duty to Maintain Confidentiality.

The District must keep confidential the identity of any individual who has made a Report of Sexual Harassment or Formal Complaint of Sexual Harassment under this Policy, any Complainant, Respondent, and any witness, except either:

1. As may be permitted by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99;
2. or as required by law, such as reports to DCF, law enforcement or the Agency of Education as set forth in Section III.E above;
3. or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing or judicial proceeding arising thereunder, as set forth in this policy (Section IV.C.2, IV.E.7,8, and 10, IV.F.5., IV.G.3., and IV.H.7.);
4. where maintaining confidentiality with respect to supportive measures offered to the Complainant or Respondent would impair the ability of the school district to provide the supportive measures;

#### **IV. TITLE IX GRIEVANCE PROCESS.**

##### **A. General Provisions.**

1. Triggers for Implementation. The Title IX Grievance Process is used only upon the filing of a **Formal Complaint** of sexual harassment as described below. This process must be followed before any discipline of a Respondent to allegations of Sexual Harassment may be imposed by the District.
2. Protections for Equitable Treatment in The Handling of Formal Complaints by District. The District response to a Formal Complaint of Sexual Harassment shall treat Complainant and Respondents equitably. In particular, this Title IX Grievance Process shall require:
  - a) **“Presumption of Non Responsibility”** presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Title IX Grievance Process;
  - b) **“Objectivity”** an objective evaluation of all relevant evidence - including both inculpatory and exculpatory evidence - and provide that credibility determinations may not be based on a person’s status as a Complainant, Respondent, or Witness;
  - c) **“Conflict and Bias Free Personnel”** that individuals designated by the District to act as Title IX Coordinator, investigator, decision-makers, or to facilitate an informal resolution process, shall have no conflict of interest nor bias for or against a Complainant or Respondent individually, or complainants or respondents generally;
  - d) **“No Interference with Legal Privileges”** such that at no point in the grievance process will the Title IX Coordinator, the investigator, any decision maker, or any other person participating on behalf of the District, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege (e.g., doctor/patient, attorney/client, clergy, etc.), unless the person holding such privilege (parent/guardian for minor

student) has waived the privilege in writing to use the information with respect to the Title IX Grievance Process;

- e) **“Proof of Responsibility for Sexual Harassment by a Preponderance of the Evidence,”** which is only met when the party with the burden convinces the fact finder (the Initial Decision- Maker) that there is a greater than 50% chance that the claim is true (i.e., more likely than not). This standard shall be applied to all Formal Complaints of Sexual Harassment, whether they involve students or faculty; and
- f) **“Reasonably Prompt Time Frames for Conclusion of the Title IX Grievance Process.”** The District shall make a good faith effort to conduct a fair, impartial grievance process in a reasonably prompt manner designed to provide all parties with a prompt and equitable resolution. It is expected that in most cases, the grievance process will be concluded - through at least the determination of responsibility decision - within 80 days after filing the Formal Complaint of Sexual Harassment. However, more complex cases or other case specific circumstances, may require additional time beyond that timeframe. In such cases, good cause must be shown and written notice provided.
  - 1. Grievance Process Timeline.
    - a. Investigation 20 +/- days (as the complexity of the case demands);
    - b.10 days for reviewing information prior to conclusion of investigation;
    - c.10 days after receiving investigative report -by either- party to respond;
    - d.10 days for decision maker to allow initial questions;
    - e.10 days for responses to questions;
    - f.10 days for questions and responses to follow-up questions;
    - f.10 days for determination of responsibility decision;
    - g.10 days for appeal (6 additional days for administrative steps);
    - h.10 days for argument/statement challenging or supporting determination;
    - i.10 days for decision on appeal.
  - 2. Delays and Extensions of Time. At any stage of the grievance process, the District (through the Superintendent, or if the Superintendent is the respondent, the Title IX Coordinator or designee) may for good cause allow for temporary delays or extensions of time upon request of either party, or on his/her own initiative. Examples of good cause may include such things as availability of parties, party advisors, witnesses, school or school administrative office holidays or vacations, referral back to an earlier stage of the grievance process, concurrent law enforcement or other agency activity, or need to obtain language interpreters or accommodation of disabilities. For any such delay or extension of time, the Superintendent or the Title IX Coordinator will provide simultaneous written notice to the parties of the delay/extension and the reason(s).
  - 3. Delivery of Copies and Notices. Except as specifically stated elsewhere in this Policy, for any document, information or material

required to be delivered to a party or to a person assigned with responsibility under the Title IX Grievance Process, the manner of transmittal may be by electronic mail, regular mail or such other manner reasonably calculated to assure prompt delivery with evidence thereof (such as a commercial carrier or other receipted delivery). Hand delivery will only be permitted if made to the District official charged with the specific function under this Policy (e.g., Title IX Coordinator, Superintendent, investigator, decision maker(s), etc.). Any document required to be delivered to a minor or other non-eligible student, must also be delivered to the minor's parent/guardian. Copies should also be sent to a party's advisor if the information for the advisor has been previously communicated to the sending party. Under federal regulations, copies of the investigative evidence, as well as the investigative report, must be forwarded to a party's advisor.

4. Notice of Range of Disciplinary Sanctions and Remedial Actions Upon Final Determination of Responsibility.
  - a. Employee Respondents. "Disciplinary sanctions" against an employee respondent may include any available sanction available for the discipline of employees, up to and including dismissal or non-renewal for any other violation of Board policy,, applicable individual or collective bargaining contract, or state or federal laws or regulations.
  - b. Student Respondents. "Disciplinary sanctions" against a student may include any available discipline or sanction, up to and including expulsion, permitted by District policies, and any other District rules and procedures or student code of conduct.
  - c. Remedial Actions. Remedial actions as to a Respondent after a Title IX Sexual Harassment Final Decision, whether employee or student, may include the imposition upon a responsible respondent of any additional non-disciplinary measures appropriate to effecting a remedy for sexual harassment, and may include such measures as no-contact requirements, scheduling adjustments, removal or exclusion from extracurricular activities, class reassignments, limits on future class registrations, restrictions on access to various spaces in the school buildings, reassignment of attendance, and similar measures fine-tuned to respond appropriately to the circumstances surrounding a successful complainant's right to access the district's program and activity. Additional remedial actions may include recommendations that a school-wide or system-wide response is needed in order to respond to the sexual harassment in a way that is not clearly unreasonable under the circumstances. In such cases, the Superintendent shall provide additional staff training, harassment prevention programs, or such other measures as determined appropriate to protect the safety of the educational environment and/or to deter sexual harassment.

5. Emergency Removal. Nothing in this Policy, or Title IX Grievance Process, precludes a District from removing a Respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act. Such removal shall not be disciplinary.
6. Administrative Leave. Nothing in this Policy precludes a recipient from placing a non-student employee respondent on administrative leave during the pendency of the Title IX Grievance Process. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

**B. Formal Complaints of Sexual Harassment**. The Title IX Grievance Process is initiated by way of a Formal Complaint ("complaint" or "formal complaint") filed by the Complainant, the Complainant's parent/guardian, or the Title IX Coordinator.

1. Complainant Options. In cases of Actual Knowledge (and/OR) Reports of Sexual Harassment, the Complainant retains the option to either file a Complaint of Sexual Harassment or choose not to and instead simply receive the supportive measures, except as set forth below.
  - a. Filings by Title IX Coordinator. In cases where the Complainant does not file a Formal Complaint of Sexual Harassment, the Title IX Coordinator may nevertheless choose to sign and thus initiate a Formal Complaint of Harassment, but only if:
    - i. initiating the grievance process against the respondent is not clearly unreasonable in light of the known circumstances;
    - ii. in other cases where, in the exercise of good judgment and in consultation with the District's attorney as appropriate, the Title IX Coordinator determines that a grievance process is necessary to comply with the obligation not to be deliberately indifferent to Actual Knowledge of sexual harassment.
    - iii. If the Complaint is filed by the Title IX Coordinator, he/she is not a party to the action, and the District must comply with all of the provisions of the Title IX Grievance Process relative to respondents and complainants.
  - b. Supportive Measures. The Title IX Coordinator will contact the Complainant to discuss and offer supportive measures.
2. Respondent Rights. In cases where no Formal Complaint of Sexual Harassment is either filed by the Complainant or the Title IX Coordinator **no disciplinary action may be taken** against the Respondent based upon conduct that would constitute sexual harassment under this policy.

Nevertheless, the Title IX Coordinator may contact the respondent to discuss, and or impose, non-disciplinary supportive measures.

3. Timeliness of Formal Complaints of Sexual Harassment. Although the District will initiate the Title IX Grievance Process regardless of when the Formal Complaint of Sexual Harassment is submitted, delays in reporting may significantly impair the ability of school officials to investigate and respond to the allegations.
4. Jurisdiction Over Parties. Although there is no time limit per se to filing a Formal Complaint of Sexual Harassment, Complaints may be dismissed if either the Complainant or Respondent is no longer enrolled or employed by the District.
5. Manner of Filing and Content of Formal Complaints of Sexual Harassment. Formal Complaints of Sexual Harassment may be filed with the Title IX coordinator in person, by mail, or by email and must be in writing. While forms may be obtained from the Title IX Coordinator or on the District or school website, at a minimum, a Formal Complaint of Sexual Harassment must:
  - a. contain the name and address of the Complainant and the student's parent or guardian if the complainant is a minor student;
  - b. describe the alleged sexual harassment;
  - c. request an investigation of the matter;
  - d. when filed by the Complainant be signed by the Complainant or otherwise indicate that the complainant is the person filing the complaint, or if not filed by the Complainant be signed by the Title IX Coordinator.
6. Consolidation of Complaints. The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular "party", "complainant", or "respondent" include the plural, as applicable.

**C. Notification of Formal Complaint to Parties ("Notification").** Upon receipt of a Formal Complaint of Sexual Harassment, the District must provide the following written notice to the parties who are known:

1. Notice of the District's Title IX Grievance Process (Section IV), including any informal resolution process.
2. Notice of the allegations potentially constituting sexual harassment as defined by Section II.M., including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment as defined by Section II.M., and the date and location of the alleged conduct, if known.



- a. Supplemental Notice Required Upon Change in Investigative Scope. If, in the course of an investigation the District decides to investigate allegations about the Complainant or Respondent that are not included in the original Notification, the District must provide simultaneous notice of the additional allegations to the parties whose identities are known.
3. The written notice must include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the Title IX Grievance Process set forth in Section IV. of the Policy.
4. The written notice must inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney (who may be present during any Grievance proceeding, including any related meeting or proceeding). The District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.
5. The written notice must inform the parties of any provision in the District's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

**D. Informal Resolution.** At any time prior to reaching a determination regarding responsibility (but only after the filing of a formal complaint), the District may offer an optional informal resolution process (e.g., mediation, arbitration), provided that the District:

1. May not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to a Sexual Harassment Investigation of a Formal Complaint of Sexual Harassment, such as may occur through Informal Resolution;
2. May not offer an informal resolution process unless a Formal Complaint of Sexual Harassment is filed;
3. Provides written notice to the parties disclosing:
  - a) The allegations of the Formal Complaint of Sexual Harassment;
  - b) The requirements of the information resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to an informal final resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
  - c) Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
4. Obtains the parties' voluntary written consent to the informal resolution process; and
5. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

#### **E. Sexual Harassment Investigation.**

The Title IX Coordinator shall designate a qualified, trained, person to investigate. The investigation must:

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence. (Evidence about the complainant's sexual predisposition or prior sexual behavior are **not** relevant, unless such evidence about the complainant's prior sexual behavior is offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and is offered to prove consent.)
2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on either of the parties;
3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
5. Provide the parties with the same opportunities to have others present during any interview or other part of the investigation, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice. The District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
6. Provide, to a party (e.g., Respondent or Complainant – and parent/guardian as appropriate) whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation;
8. PRIOR to completion of the Sexual Harassment Investigative Report, the District, through the Title IX Coordinator, must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;
9. Prepare a written Sexual Harassment Investigative Report that fairly summarizes relevant evidence, including, without limitation, witness credibility, discrepancies, inculpatory and exculpatory information, and relevant District policies, rules and regulations, and the manner in which the

same were made known to the pertinent school populations or specific parties. The investigative report shall include a description of the procedural steps taken, starting with the receipt of the formal complaint, and continuing through the preparation of the investigative report, including any notifications to the parties, interview with parties and witnesses, site visit, and methods used to gather evidence.

10. The investigator shall provide the Investigative Report in hard copy or electronic format to the Title IX Coordinator, to each party and each party's advisor, if any. Each party will have 10 days from receipt to provide the Title IX Coordinator a written response to the Investigative Report.

**F. Initial Determination of Responsibility.** The initial determination of responsibility of the respondent shall be made by the Initial Decision-Maker.

1. Initial Decision-Maker. The Initial Decision-Maker cannot be the same person(s) as the IX Coordinator or the Investigator(s).
2. Opportunity for Relevant Party Questions. After the Investigator Report has been sent to the parties pursuant to Section IV. E.10 (above), and PRIOR to making a determination of responsibility, the Initial Decision-Maker will afford each party 10 days to submit written, relevant questions to the Initial Decision-Maker that the party wants asked of any party or witness. Only relevant questions may be posed. The Initial Decision-Maker shall explain to the party proposing the questions any decision to exclude a question as deemed "not relevant."
  - a. Irrelevant Questions and Evidence. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are **not** relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the Complainant, or if the question and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
  - b. Written Responses to Questions. The Initial Decision-Maker will provide the questions to the party/witness, with copies to each party, and provide no less than 10 days for written responses, likewise to be provided to each party.
  - c. Opportunity for Limited Supplemental Questions. The Initial Decision-Maker will provide 5 days each for supplementary, limited follow-up questions and 5 days for answers, and may provide for additional rounds of follow-up questions, as long as the provision is extended to both parties equally.
3. Prohibition on Negative Inferences. The Initial Decision-Maker may not make any credibility determinations based on the person's status as a complainant, respondent or witness.
4. Presumption of Non-Responsibility. The Respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Title IX Grievance Process.

5. Written Initial Determination Regarding Responsibility. Within 10 days following the close of the period set for responses to the last round of follow-up questions, the Initial Decision-Maker must issue a Written Initial Determination to the Title IX Coordinator, the Superintendent and the parties simultaneously, which, while applying the preponderance of the evidence standard, must include:
  - a. Identification of the allegations potentially constituting Sexual Harassment as defined in this Policy, section II.M.;
  - b. A description of the procedural steps taken from the receipt of the formal complaint through the Initial Determination Regarding Responsibility, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
  - c. Findings of fact supporting the Written Initial Determination Regarding Responsibility;
  - d. Conclusions regarding the application of the District's applicable codes of conduct, policies, administrative regulations or rules to the facts;
  - e. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility (i.e., whether or not the respondent is responsible for sexual harassment), any disciplinary sanctions the District imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the Complainant; and
  - f. The District's procedures and permissible bases for the Complainant and Respondent to appeal (as set forth in Section IV.H, below).
6. Finality of Decision. The Initial Determination Regarding Responsibility becomes final, and identified as the **Title IX Sexual Harassment Final Decision** either:
  - a. On the date that District provides the parties with Written Determination of the Appeal, if an appeal is taken as set forth in Section IV.H. (below); OR
  - b. Where no appeal is taken, the date on which an appeal would no longer be considered timely.
7. Duty to Effectuate Title IX Sexual Harassment Final Decision.
  - a. District Response to Sexual Harassment. Once a **Title IX Sexual Harassment Final Decision** is issued, the District may implement remedies as set forth in Section III.D. above, and action as necessary to respond in a manner not deliberately indifferent in light of the known circumstances in cases of a Determination of Title IX Sexual Harassment Final Decision concluding responsibility for Sexual Harassment. The issue of responsibility for the conduct at issue shall not be subject to further review or appeal within the District (except as provided by District policy or collective bargaining agreement or applicable law). Appeals of disciplinary sanctions may be made pursuant to the District's ordinary review process for discipline, or to the extent applicable through any statutory or other processes provided under collective bargaining agreements or individual contracts.
  - b. Responsibility for Response. The Title IX Coordinator is responsible for effective implementation of remedies.
  - c. Other Actions Pursuant to Applicable Code of Conduct, Policies, Agreements, Contracts. The District may also proceed against the Respondent or

Complainant pursuant to the District's applicable code of conduct or other Board policies, collective bargaining agreement, individual contract or administrative rules/regulations/procedures.

**G. Dismissal of a Formal Complaint.**

1. The District must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:
  - a. Would not constitute sexual harassment, even if proved;
  - b. Did not occur in the District's education program or activity; or
  - c. Did not occur against a person in the United States.
2. The District may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or determination of responsibility stage(s):
  - a. A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
  - b. The respondent is no longer enrolled or employed by the District; or
  - c. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
3. Upon dismissal of a formal complaint, the District must promptly send written notice of the dismissal and the reason(s) therefore simultaneously to the parties.
4. The dismissal of a formal complaint under Title IX does not preclude the District from continuing any investigation or taking action under other District policies, code of conduct or administrative rules/regulations. In some cases, the District may have an obligation to continue an investigation and proceed under a different policy or mandated process.

**H. Appeals.** The District must offer both parties an appeal from a Initial Determination Regarding Responsibility, and from a Dismissal of a Formal Complaint, or any allegations therein.

1. Method of Filing. Either party may appeal the Initial Determination of Responsibility or the dismissal of a Formal Complaint of Sexual Harassment (or any allegations therein) by notifying the Superintendent in writing ("written appeal"), with a copy to the Title IX Coordinator. If there are multiple determinations of responsibility, the written appeal shall specify which ones are included in the appeal.
2. Deadline for Notice of Appeal. The Notice of Appeal must be in writing and received by the Superintendent, with a copy to the Title IX Coordinator, within 10 days of either the Initial Determination of Responsibility or the written Notice of Dismissal being communicated to the parties, as appropriate.
3. Grounds For Appeal. Either party may only appeal the Initial Determination of Responsibility or the Dismissal of a Formal Complaint of Sexual Harassment (or any allegations therein) based upon one or more of the following grounds, which must be stated specifically in the party's written appeal:

- a. Procedural irregularity that affected the outcome of the matter;
  - b. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
  - c. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
4. Appellate Decision-Maker. The Appellate Decision-Maker shall not be the same person as the Initial Decision-Maker that reached the determination regarding responsibility or the Dismissal of a Formal Complaint of Sexual Harassment, the Investigator(s) or the Title IX Coordinator. The Appellate Decision-Maker shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Appellate Decision-Maker shall be trained as set forth in section V.F.2. and 3.
  5. District Notification of Appeal and Duty to Equitable Treatment of Parties During Appeal. The District must notify the both parties in writing when an appeal is filed and implement appeal procedures equally for both parties.
  6. Opportunity to Brief Appellate Decision-Maker.
    - a. Deadline In Cases Other than Newly Available Evidence. Except in cases of newly available evidence, each party shall have 10 days “reasonable and equal opportunity] from the date of the Notification of Appeal under section H.5. above, to submit to the Appellate Decision-Maker a written statement in support of, or challenging, the Initial Determination Regarding Responsibility.
    - b. Deadline in Cases of Newly Available Evidence. In cases where the basis of the appeal is newly available evidence affecting the outcome, the party relying upon such evidence shall submit to the Appellate Decision-Maker such evidence or a summary of such evidence along with the party’s appeal statement first and within 7 days from the date of the Notification of the Appeal. In such instances the Appellate Decision-Maker shall then forward such documentation on to the opposing party, whereupon the opposing party shall thereafter have 7 days to review and submit their Brief to the Appellate Decision-Maker.
  7. Written Determination of the Appeal
    - a. The Appellate Decision-Maker shall provide a Written Determination of the Appeal after considering the record and the parties’ appeal statements, describing the result of the appeal and the rationale of the result. The appeals decision maker will only overturn the Initial Determination of Responsibility upon a conclusion that it was clearly erroneous (i.e., either made on unreasonable grounds, or without any proper consideration of the circumstances). If the basis or one of the bases for the appeal was new evidence, the appeals decision maker may either make a determination of responsibility regarding that evidence or refer it back to the appropriate stage of the Title IX Grievance Process. The Appellate

Decision shall be provided simultaneously to both parties, with a copy to the Title IX Coordinator and the Superintendent of Schools.

- b. Upon issuance of the Written Determination of the Appeal, it becomes a **Title IX Sexual Harassment Final Decision**, as set forth in Section IV.F.6, with commensurate Title IX obligations for the District to act as set forth in Section IV.F.7.

V. **Responsible Personnel.**

A. **Bias or Conflicts of Interest.**

No person designated as a Title IX Coordinator, investigator, decision-maker, nor any person designated by the District to facilitate an informal resolution process, may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

B. **Title IX Coordinator.**

The District must designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this Policy, which employee must be referred to as the "Title IX Coordinator." Any individual designated by the District as a Title IX Coordinator shall be free of conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

1. **Notice of Title IX Coordinator Contact Information.** The name or title, office address, electronic mail address, and telephone number of the employee(s) designated as the Title IX Coordinator shall be provided to the following:
  - a. all applicants for admission and employment;
  - b. parents or legal guardians of elementary and secondary school students;
  - c. employees; and
  - d. all unions or professional organizations holding collective bargaining or professional agreements with the recipient.
2. **Duties of Title IX Coordinator** In addition to coordinating the District's efforts to comply with its responsibilities under this Policy, and any other duties assigned, the Title IX Coordinator shall be responsible for:
  - a. **Receipt of Reports of Sexual Harassment.** Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.
    - i. **Responding to general reports and formal complaints of sexual harassment.**
      - (a). The Title IX Coordinator shall promptly contact the Complainant (or where Complainant is a minor their parent/guardian) (regardless to whether a formal complaint has been received) to discuss:

- i. Supportive Measures: the availability of supportive measures (as defined in section II.N. above); to consider Complainant's wishes with respect to supportive measures; to inform of the availability of supportive measures with or without the filing of a Formal Complaint of Sexual Harassment;
    - ii. Formal Complaint and explain the process for filing a Formal Complaint of Sexual Harassment.
  - ii. Signing and/or receiving Formal Complaints of Sexual Harassment and in such cases commencing the Title IX Grievance Process set out in Section IV. above;
  - iii. Coordinating the effective implementation of supportive measures; and
  - iv. Coordinating the District's efforts to comply with its responsibilities related to the Title IX Grievance Process set forth in Section IV of this policy, including any other specific duties as assigned by the Superintendent to fulfill the District's obligations under this policy.
3. Conflict of Interest or Bias/Unavailability. In cases where the Title IX Coordinator is unavailable, including unavailability due to a conflict of interest or other disqualifying reason, the Superintendent shall assure that another person with the appropriate training and qualifications is appointed as acting Title IX Coordinator for that case, in such instances "Title IX Coordinator" shall include the acting Title IX Coordinators.

**C. Investigators.**

1. Conflict of Interest or Bias. Any individual assigned to investigate a Formal Complaint of Sexual Harassment shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
2. Responsibilities. Investigators shall be responsible for conducting Sexual Harassment Investigations as set forth in Section IV.E. above.

**D. Decision-Makers.**

1. Conflict of Interest or Bias. Any individual assigned as a Decision-Maker in the case of a Sexual Harassment under this Policy shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
2. Responsibilities.
  - a. **Initial Decision-Makers** shall be responsible for issuing an Initial Determination Regarding Responsibility following a Sexual Harassment Investigation and other duties set forth in Section IV.F. above.
  - b. **Appellate Decision-Makers** shall be responsible for issuing a Written Determination of the Appeal, and other duties set forth in Section IV.H. above.



**E. Informal Resolution Process Facilitators (“Facilitators”).**

1. Conflict of Interest or Bias. Any individual assigned to facilitate an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
2. Responsibilities. Facilitators shall be responsible for facilitating a process of informal resolution as permitted in section IV. D. above.

**F. Training.** The District shall ensure that training of the following personnel occur:

1. All District Employees. Training of District Employees shall occur relative to mandatory reporting obligations, and any other responsibilities they may have relative to this Policy.
2. Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. These individuals must be trained on the following topics:
  - a. the definition of sexual harassment as contained within this Policy;
  - b. the scope of the recipient’s education program or activity;
  - c. how to conduct an investigation, appeals, and informal resolution process;
  - d. how to serve impartially, including by avoiding prejudgment of the facts at issue; and
  - e. conflicts of interest and bias.
3. Decision-makers. In addition to the topics set forth in II.D.2. above, decision-makers shall be trained on the following topics:
  - a. issues of relevance of questions and evidence, including when questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant as set forth in Section IV.E.1. and IV.F.2.a.
4. Investigators. In addition to the topics set forth in II.D.2. above, investigators shall be trained on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in Section IV.E.9 above.
5. Training Materials. Any materials used for trainings of Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must:
  - a. Not rely on sex stereotypes; and
  - b. Promote impartial investigations and adjudications of formal complaints of sexual harassment.
  - c. Be made available to the public either on its website, or if the District does not maintain a website, must make those materials available upon request for inspection by members of the public.

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**Legal References:**

1. *Title IX of the Education Amendments of 1972, 20 U.S.C 1681, et seq 20 U.S.C. §1232g, Family Educational Rights and Privacy Act*

2. 34 CFR. Part 99, Family Educational Rights and Privacy Act Regulations
3. 34 CFR 106.8, Designation of responsible employee and adoption of grievance procedures.
4. 34 CFR 106.30, Definitions
5. 34 CFR 106.44, Recipient's response to sexual harassment
6. 34 CFR 106.4, Grievance process for formal complaints of sexual harassment
7. 34 CFR 106.71, Retaliation

**Legal References Disclaimer:** *These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this policy, nor as a complete recitation of related legal authority. Instead, they are provided as additional resources for those interested in the subject matter of the policy.*



# Colchester School District

Administrative Offices, 125 Laker Lane, PO Box 27, Colchester, Vermont 05446  
Phone: (802) 264-5999 • [www.csdvt.org](http://www.csdvt.org) • Fax: (802) 863-4774

## MEMO

**To:** School Board Directors  
**From:** George A. Trieb, Jr.  
**Subject:** CMS Roof Replacement  
**Date:** April 29, 2021

The district has been replacing the roof at CMS in sections (see attached) to minimize the annual expenditure. The design on the building allows the district to take this approach. The sections have been replaced as follows.

- Section D was replaced in 2011 (Cost = \$155K)
- Section A was replaced in 2015 (Cost = \$150K)
- Section C was replaced in 2016 (Cost = \$135K)

We are now looking to replace the remaining section. The district solicited bids and received the following information. All contractors have agreed to provide essentially the same service. The existing roof will be removed and properly disposed. All three contractors will provide a two (2) year contractor warranty, and a twenty (20) year manufacturer warranty. The funds to pay for this project would come from the capital reserve account.

Company	Cost
A.C. Hathorne Company	\$218,650
Rodd Roofing	\$273,530
Evergreen Roofing LLC	\$424,000

All the companies shown in the table above can complete the project in a timely manner and within the desired specifications of the district. A.C. Hathorne Company has come in with the best price. I recommend selecting the vendor with the most competitive price and select A.C. Hathorne Company to complete the project.

An appropriate motion would be: ***"I move that we accept the bid from A.C. Hathorne Company and authorize the Business and Operations Manager to execute the necessary documents to make this happen."***

**Amy Minor**  
Superintendent  
of Schools

**George A. Trieb, Jr.**  
Business & Operations  
Manager

**Carrie Lutz**  
Director of Student  
Support Services

**Gwendolyn Carmolli**  
Director of Curriculum  
& Instruction



# A. C. HATHORNE COMPANY

a division of The Melanson Company, a Tecta America Company, LLC

Roofing Contractor

252 Avenue C • Williston, VT 05495 • (802) 862-6473 • Fax (802) 865-4398 • hathorne@achathorne.com • www.achathorne.com

*Above the Rest Since 1875*

April 14, 2021

Attn: Rick Johnson  
Colchester Middle School  
425 Blakely Road  
Colchester, VT 05446

Ref: Re-roof Northwest area

Dear Rick,

Thank you for requesting AC Hathorne Company to provide you with a proposal for the above mentioned work. The following scope is based upon our site visit on 3/25/2021 and subsequent conversations.

## SCOPE OF WORK – Appx. 11,300 SF

1. Access roof and perform all work in accordance to local OSHA health and safety protocol.
2. Remove existing roofing down to concrete deck below and dispose of offsite at a proper refuse facility.
3. Prime existing concrete deck and install self-adhering 40 mil vapor barrier.
4. Install a 1/8" tapered insulation system with minimum R=40 set in low rise foam adhesive.
5. Install an adhered 60 mil black EPDM membrane system over insulation.
6. Demo existing metal panels on the interior face of parapets and flash parapets with EPDM membrane.
7. Flash all existing penetrations per manufacturer specifications.
8. Tie into abutting roof areas per manufacturer specifications.
9. Install new 24 gauge parapet coping cap at perimeter.

Furnish manufacturer's twenty year labor and material warranty along with concurrent A.C. Hathorne two year contractor warranty. A.C. Hathorne is responsible for repairing leaks caused by defective material and/or workmanship for a period of two years from date of completion. A.C. Hathorne is responsible for repairing roof leaks only. A.C. Hathorne is not responsible for any consequential damage that may result from roof leaks.

## NOTES:

1. The following price is based on existing built up roofing materials being non asbestos containing. Testing and associated reports shall be supplied by the school and required for refuse disposal.
2. Existing skylights are aged and showing signs of deterioration. If leaks occur and are associated with these skylights, repairs will not be covered by warranty.



  
The Melanson Company  
353 West Street • Keene, NH 03431    51 Ferry Road • Bow, NH 03074  
(603) 352-4232    (603) 224-0444

  
VERMONT ROOFING COMPANY  
118 Spruce St. • Rutland, VT 05702    1525 Harwood Hill • Bennington, VT 05201  
(802) 775-4386    (802) 442-2899

**BASE PRICE: \$ 218,650.00 (Two hundred eighteen thousand six hundred fifty dollars)**

We appreciate this opportunity and if you have any questions or desire additional information, feel free to contact me at your convenience.

Payment terms are net 14 days and subject to Vermont Prompt Pay Statute.

If you wish for us to proceed, please sign and return a copy of this proposal and we will put the project on our 2021 schedule. Due to the volatility of the current market associated to shortages on raw materials, this price is valid for 15 days only.

Sincerely,  
A.C. HATHORNE



Shane Raymond

ACCEPTED: \_\_\_\_\_

DATE: \_\_\_\_\_



  
**Melanson**  
253 West Street • P.O. Box, NH 03101      2 Tracy Road • P.O. Box, NH 03501  
(603) 357-4232      (603) 221-0114

  
**VERMONT ROOFING COMPANY**  
118 Spruce St. • Rutland, VT 05702      152 Harrison Hill • Bennington, VT 05201  
(802) 775-4386      (802) 442-2899



P.O. Box 69  
49 Perkins Street  
St. Johnsbury, VT 05819

T 802.748.4555  
800.331.7663  
F 802.748.3069

Colchester School  
Richard Johnson  
Colchester, VT  
4.22.2021

Please find the requested proposal for the Colchester Middle School below

**Base Bid- Per specs given**

- Remove existing roof systems to deck
- Install vapor barrier
- Install R=40 foamed in place
- Install 60 mil fully adhered EPDM
- Issue 20 year labor and material warranty

**This work will be performed for \$273,530**

**Alt. #1- Deduct \$73,740**

- Remove existing roof systems to deck
- Install R=40 per code
- Install 60 mil reinforced mechanically anchored roof system
- Issue 20 year no dollar limit labor and material warranty

**Alt. #2 Add \$6,410**

- Remove existing wall siding and coping
- Run membrane up side walls and over top of walls
- Install new field fabricated parapet coping
- 24 gauge colored steel from standard color choices

- Drains assumed reusable

C/Es attached

Please don't hesitate to contact me at any time with questions.

Sincerely,

Silas Ratico

Wednesday, March 31, 2021



## Proposal

Colchester School District	Colchester Middle School
425 Blakely Road	425 Blakely Road
Colchester, VT	Colchester, VT

Evergreen Roofing LLC. Proposes to provide the materials and perform the labor necessary to complete the following scope of work:

### EPDM Re-Roof Base Bid

- Remove existing roof system down to existing deck and dispose of properly off site
- Asbestos is to be removed while a certified asbestos air quality monitor is present
- Asbestos will be disposed of in a separate trash container and double wrapped per OSHA requirements
- Adhered an 1/8" per foot tapered insulation system to provide proper drainage to drains
- Average R-30 minimum as requested with a 2" minimum at the drains
- Install fully adhered 060 EPDM membrane (color to be Black)
- Flash all existing penetrations, drains and walls per manufacturers specifications
- Fabricate and install new 24 ga Kynar coated metal gravel stop around edge
- Clean and leave job site in a professional manner
- Provide a 20-year labor and material warranty
- The above scope of work will be completed for the sum of: **\$424,000.00**
- **Rotten Decking & Wood Blocking:** All rotten decking and wood blocking will be repaired on a time and material basis extra to this proposal.
- **Building Permit:** Building permits are to be arranged by the owner of the building. Contact Evergreen Roofing, LLC if any assistance is needed.
- Any alterations or deviation from the above specifications, involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. The owner is to carry fire, tornado, and other necessary insurance upon above work. Workers compensation will be taken out by Evergreen Roofing, LLC.

Woman Owned Business Enterprise  
61 South Oak Circle  
Colchester, VT 05446  
(802) 865-2264

Wednesday, March 31, 2021

Please note this proposal may be withdrawn by Evergreen Roofing, LLC. if not accepted within 60 days of the above submitted date.

Terms of Payment: 50% due upon delivery of materials, 25% upon half completion, 20% due upon completion, 5% due upon delivery of warranty

Respectfully Submitted Wednesday, March 31, 2021

By:

A handwritten signature in black ink, appearing to read "Sam Smith", with a stylized flourish at the end.

Sam Smith  
Estimator/Project Manager

Woman Owned Business Enterprise  
61 South Oak Circle  
Colchester, VT 05446  
(802) 865-2264





Google earth



## COLCHESTER SCHOOL DISTRICT

### **POLICY: FISCAL AND BUSINESS MANAGEMENT POLICY**

**DATE ADOPTED:** September 17, 2019

### **PURPOSE**

In accordance with Title 16 V.S.A. § 563, the School Board is responsible for the School District's fiscal and business management. This policy defines the School Board's compliance with that responsibility.

### **POLICY STATEMENTS**

#### **I. GENERAL**

The Superintendent, or their designee, shall establish, develop and maintain a system or systems to ensure the compliance with the financial and auditing requirements of Title 16 V.S.A. § 563. This includes and is not limited to:

- A. Timely and accurate financial information for decision making.
- B. Ability to meet reporting requirements of the School Board, State and Federal Governments as well as other grantors.
- C. Annual audit requirements.
- D. Budget development, implementation and management.
- E. Ensure that financial payments made by the School District are legal, appropriate and in accordance with the budget adopted by the School Board or in accordance with the requirements of a grant accepted by the School District.

All expenses shall be recorded in accordance with Handbook for Financial Accounting of Vermont School Systems: Financial Code Classification System (Handbook II). The fiscal year shall be July 1st to June 30th.

The Superintendent, or their designee, will establish a system for managing miscellaneous accounts as may be necessary to comply with appropriate statutes, regulations, and requirements.

The Superintendent, or their designee, will establish a system for managing all federal, state or local grant funds. Such funds will not be placed in Student Activity Accounts.

Legal Reference(s): 1 V.S.A. § 31316 V.S.A. § 562 and § 563  
24 V.S.A. § 1571, § 1681 § 1682, and § 1683

Last Adopted: August 1, 2017  
Date Warned: August 30, 2019  
First Reading: September 3, 2019  
Second Reading: September 17, 2019

## **II. BUDGET**

### **A. General**

1. The annual budget of the school system shall reflect the needs and goals of the school system.
2. The Superintendent's Office shall be responsible for the process used to collect all data needed for the preparation of the budget.
3. The budget shall meet the requirements of Title 16 V.S.A. and the regulations of the State Board of Education.
4. The School Board shall develop a budget at regular or special meetings.

### **B. Budget Preparation**

Each year the Superintendent, or their designee, shall develop a budget plan based on ongoing consultations with school employees, parents, students and other citizens. Public hearings and informational meetings will take place prior to formal adoption of the budget proposal. The objective of this plan is to provide the School Board with a proposed district budget that is in line with the School District's Vision Plan.

## **III. BUDGET APPROVAL**

The School District's proposed budget will be presented by the School Board for approval by voters at the annual School District meeting. The budget presentation format shall include clarifying the budget priorities adopted by the School Board, the sources and amounts of revenues and expenditures, program changes and school board strategies.

## **IV. BUDGET MANAGEMENT**

The School District's voter approved budget defines its spending plan for each fiscal year. Consistent with state education laws and regulations, it is the responsibility of the Superintendent to implement and manage the School District's budget.

Changes to the budget allocations will be reported to the School Board as a part of the Quarterly Financial Report described in Section V of this policy.

## **V. FINANCIAL REPORTS**

The Superintendent, or their designee, shall ensure that the School Board is provided with quarterly financial reports which detail budgeted/forecasted revenues and expenditures, as well as financial commitments of the School District.

- A. The Superintendent, or their designee, shall provide the School Board with a quarterly report for review of the financial status of the School District (Quarterly Financial Report).
- B. The Superintendent, or their designee, will ensure that all state, federal and other (grantor) reports are filed in accordance with the requirements of the various grantors, state and federal governments.
- C. The Superintendent, or their designee, will cooperate with the annual independent audit to ensure the internal controls are in place and functioning effectively to safeguard the funds and assets of the School District.

## **VI. ANNUAL AUDIT**

As required by Title 16 V.S.A., the School District will be audited annually by an independent certified public accounting firm.

Annually, the School Board shall meet with the auditor to review the audit report and recommendations and, in conjunction with the Superintendent, evaluate the School District's accounting practices, internal controls, and procedures based upon performance standards.

## **VII. RISK MANAGEMENT**

The Superintendent, or their designee, shall be responsible for establishing a risk management and insurance program covering all property and program risks related to the operations of the School District. The risk management and insurance program shall include means for identifying, eliminating, reducing, retaining, or transferring risk. When the School District cannot feasibly eliminate or retain a particular risk, it shall be transferred by the purchase of insurance.

- A. The School District will comply with state statute and maintain an insurance program to protect it against actions, including fraud, mistakes, and errors of omission by employees.
- B. The School Board shall maintain an adequate insurance program to protect the School District against loss, which may occur due to the many normal and usual hazards which a public school system faces.
- C. The School District will also carry additional insurance, when needed, to protect the School District against specific and unusual hazards which may occur, from time to time, in the various operations of the School District.
- D. The insurance program shall include, but not be limited to:
  1. Fire and Damage Insurance (buildings and equipment)
  2. Fire and Property Damage Insurance (vehicles)

3. Workers Compensation Insurance
4. Fidelity Bond Insurance, Liability Insurance, including School Leaders Errors and Omissions

**E. Bonding**

1. The School Board recognizes that prudent trusteeship of the resources of the School District dictates that employees responsible for the safe keeping of the School District's monies and property be bonded.
2. The School District shall be indemnified against loss of money and property by bonding of employees holding positions, which have access to property and monies.
3. Such bonds shall be subsumed under a blanket bond. The School Board shall bear the cost of bonding each employee required to be bonded by this policy.

**VIII. INVESTMENT MANAGEMENT**

The primary objectives of School District's investment activities are as follows:

- A. To conform with all federal, state and other legal requirements;
- B. To adequately safeguard principal;
- C. To provide sufficient liquidity to meet all operating requirements; and
- D. To obtain a reasonable rate of return.

All funds shall be invested at the direction of the Superintendent, or their designee. The School District's investments will be limited to low risk investments to include Certificates of Deposit, Money Market Accounts, Sweep Accounts or other like investments.

**IX. CASH AND CHECKING ACCOUNTS**

**A. Petty Cash**

In certain situations, the cost of processing a purchase order could exceed the cost of a single purchase. In order to remain cost effective, small purchases are occasionally paid for in cash. To facilitate these small expenditures, and to meet emergency needs for cash, a petty cash revolving fund is annually authorized to a school and the Superintendent's Office for purchases.

This is sometimes called a "revolving fund" since it always equals the same dollar amount comprised of cash and/or detailed receipts. Petty cash should not be used to thwart or circumvent established purchasing procedures; instead, it is a

convenient accommodation to facilitate immediate necessary acquisition of local low-cost goods and services in an efficient manner.

The School Board authorizes but does not require, the following petty cash drawn from the General Fund.

Schools:	High School	\$50
	Middle School	\$50
	Malletts Bay School	\$50
	Union Memorial School	\$50
	Porters Point School	\$50
	Special Education	\$200

### 1. Petty Cash Checking Account

In addition to the foregoing, Petty Cash Checking Account is authorized as follows:

Central Office: \$4,500

### B. Deposits and Checking Accounts Using the District Federal Tax Identification Number

All funds deposited in accounts using the School District's Federal Tax Identification or in the name of the School District or its component programs are the responsibility of the School Board. Organizations who wish to retain control of their funds cannot use the School District's Federal Tax Identification and retain control over the money on deposit.

No accounts will be established without the written authorization of the Superintendent. Annually, the Superintendent shall create a listing of accounts using this identification and report this to both the School Board and the School District Treasurer. This report shall include the owners and the purpose of each account. In every case, the School District Treasurer shall be an authorized signatory on such accounts.

## X. PURCHASING

The School District's procedure for soliciting and awarding business shall conform to all applicable federal and/or state laws, in particular, Title 16 V.S.A., Section 559 (Public Bids).

For each bid process, when the amount is in excess of \$15,000, the Superintendent shall present the bid results along with a description of the bid process and a recommendation to the School Board for award of the bid.

The School Board reserves the right to reject any or all of the bids and to invite other bids on any proposed transaction.

Any spending of federal funds should follow the “Federal Procurement Procedures” document and should utilize the related “Procurement Documentation Form”.

Purchase orders are the preferred method of making obligations for the School District. When purchase orders are not an option or when savings are gained through electronic/internet purchases, a district issued credit card can be used. The use of a district credit card is not intended to circumvent the district’s policy of purchasing. Use of the district credit card should not be used when a purchase order is acceptable.

Often obligations are created and the invoice issued in such a way as to make the Purchase Order process redundant. Examples include and are not limited to: mileage reimbursement, purchases made by employees away from the School District (with approval) or emergency repairs. Additionally, food services, maintenance, and custodial services often are required to make purchases where the Purchase Order system would create a more cumbersome and expensive process. Such “payments from invoices” can be made provided the appropriate authorization is documented and attached with the invoice for inclusion in the Board Orders. For payment to a vendor, there needs to be an invoice that includes the requested payment with administrative approval to make the payment. In the case of mileage reimbursement, there needs to be a signature of the person requesting reimbursement and administrative signature verifying that the payment is proper and legal.

## **XI. APPROVAL OF BOARD ORDERS**

The School Board will comply with the review requirements of Title 16 V.S.A. § 563 (8). The review process is intended to ensure that all payments are lawful and in accordance with the budget adopted by the School District.

Pursuant to state statute, the School Board has authorized the Business and Operations Manager to examine claims against the district for school expenses and draw orders for such as shall be allowed, payable to the party entitled.

An account payable warrant report is prepared and distributed electronically to all School Board Directors, the Superintendent, and the School District Treasurer. Prior to distribution, the warrant report and all supporting documentation are thoroughly reviewed and approved by the Business and Operations Manager.

## **XII. DISPOSITION OF SURPLUS PROPERTY**

The Board may dispose of surplus or obsolete equipment, materials, and supplies no longer required to accomplish the mission of the school system.

- A.** The building Principal or person in charge of the department where school property is located and is to be disposed of will inform the Superintendent, or their designee, of the availability of the property.
- B.** The Superintendent, or their designee, shall inform all administrators throughout the School District of all property available for disposal. Any department that can

use such equipment or supplies may so inform the Superintendent. The property will then be reassigned.

- C. If there is no School District use for the equipment, the Superintendent, or their designee, will contact the Town Manager to see if there is a need in the Town for such equipment.

Surplus items will be classified and disposed of as follows:

- A. Items determined to have no resale value may be disposed of by the most efficient method by the Superintendent or their designee.
- B. Items determined to have resale value:
  - 1. The Superintendent, or their designee, may dispose of those items having a fair market value of less than \$2,500 per item by private sale. A fair process will be followed for such sale. This process will include posting within the School District and on the District's website that an item is for sale and provide an opportunity to bid on the purchase.
  - 2. Items having a fair market value of \$2,500 per item or more will be advertised for sale, upon School Board's approval, and sold to the highest qualified bidder.
  - 3. The Board will reserve the right to reject any and all bids.

All money received from the sale of property will be deposited in the general revenue fund of the School District.



**PERSONNEL CONSENT AGENDA**

**Board Meeting Date: May 4, 2021**

**Licensed Employees (Teacher/Administrator)**

<b>Contract Type</b>	<b>First Name</b>	<b>Last Name</b>	<b>Category</b>	<b>Position</b>	<b>FTE/Hours</b>	<b>Building</b>	<b>Agenda Information</b>	<b>Person Replacing</b>	<b>Budgeted</b>	<b>Admin Support</b>
Teacher	Daniel	Leonard	New Hire	Music Teacher, Long-Term Substitute	1.0 FTE	CMS	Request to Hire	Bridgette Tozzi	Yes	Yes
Teacher	Megan	Talbot	New Hire	Spanish Teacher	1.0 FTE	CMS	Request to Hire	Meghan Tiernan Fisher	Yes	Yes
Teacher	Abigail	Markowski	New Hire	Math Teacher	1.0 FTE	CMS	Request to Hire	John Helme/Nicholas Corrigan	Yes	Yes
Individual Contract	Lindsey	Campion	Transfer	Nurse Supervisor	1.0 FTE	CHS/DW	Notice of Transfer	Deborah Deschamps	Yes	Yes
Individual Contract	Moriah	McCullagh	Transfer	Nurse Supervisor	1.0 FTE	CHS/DW	Notice of Transfer	Deborah Deschamps	Yes	Yes
Teacher	Timothy	Lynch	New Hire	Math Teacher	1.0 FTE	CHS	Request to Hire	Julie Rutz	Yes	Yes
Teacher	Conor	O'Loughlin	New Hire	Science Teacher - One Year Only	0.2 FTE	CHS	Request to Hire	Marijke Reilly	Yes	Yes
Teacher	Tara	Sharkey	Leave of Absence	Math Teacher	1.0 FTE	CHS	Request Leave of Absence for 20/21 School Year			Yes
Teacher	Tara	Sharkey	New Hire	Math Instructional Coach - Middle Grades	1.0 FTE	CMS	Request to Hire	New Position	Yes	Yes
Teacher	Ashley	Laurent Marlow	Leave of Absence	Elementary Teacher	1.0 FTE	MBS	Request Leave of Absence for 20/21 School Year			Yes
Teacher	Ashley	Laurent Marlow	New Hire	Math Instructional Coach - Elementary Grades	1.0 FTE	MBS	Request to Hire	New Position	Yes	Yes

**Non-Licensed Employees (Support Staff), *Informational***

<b>Contract Type</b>	<b>First Name</b>	<b>Last Name</b>	<b>Category</b>	<b>Position</b>	<b>FTE/Hours</b>	<b>Building</b>	<b>Agenda Information</b>	<b>Person Replacing</b>	<b>Budgeted</b>	<b>Admin Support</b>
Co-Curricular	Jaclyn	Dixon	New Hire	Head Girls Cross Country Coach		CHS	Notice of Hire	Cheryl Aley	Yes	Yes
Support Staff	Mapigano	Karubandika	Transfer	Custodian	40	UMS	Notice of Transfer	Maxwell Howard	Yes	Yes
Support Staff	Emily	LaCroix	New Hire	Paraeducator	32.5	UMS	Notice of Hire	Sarah Thompson	Yes	Yes
Support Staff	Ginger	Grout	End of Employment	Food Service Worker	30	MBS	Notice of End of Employment			Yes
Support Staff	Erin	McIntyre	End of Employment	Paraeducator	32.5	PPS	Notice of End of Employment			Yes
Support Staff	Debbie	Bannister	Transfer	Food Service Worker	36.25	MBS	Notice of Transfer	Ginger Grout	Yes	Yes
Co-Curricular	Alexis	Currie	New Hire	Assistant Track & Field Coach		CMS	Notice of Hire	open position	Yes	Yes

# COLCHESTER SCHOOL DISTRICT

Board of Education Meeting  
Remote Meeting

Tuesday, April 6, 2021  
7:00 p.m.

## MINUTES (General Session)

The Colchester Board of Education held a regular board meeting on Tuesday, April 6, 2021. Governor Scott signed H.681 into law, making temporary changes to Vermont's Open Meeting Law. Part of those changes allow school districts to hold school board meetings remotely with no designated meeting location. LCATV provided coverage through a live stream and citizens were provided online and telephone options to participate in the meeting. Those in attendance were Directors: Craig Kieny, Lindsey Cox, Nic Longo, Laurie Kigonya, and Ben Yousey-Hindes; Student Board Member Julia Correll; Superintendent Amy Minor; Director of Curriculum Gwendolyn Carmolli; Director of Student Support Services Carrie Lutz; Business and Operations Manager George Trieb; Principals Heather Baron, Michele Cote, Jordan Burke, Chris Antonicci and Carolyn Millham; and Fred Duplessis, CPA from Sullivan, Powers, and Co.

### I. Call to Order

Board Chair Craig Kieny called the meeting to order at 7:03 p.m.

### II. Citizen Participation

None.

### III. Hear Colchester School District Audit Report for FY'20

**Informational**

Fred Duplessis, CPA from Sullivan, Powers and Co., provided the board and community with an overview of their audit report and findings for FY'20. A copy of the report is available on the district website. The audit was clear and the district was found to be in full compliance.

### IV. COVID-19 Update

**Informational**

Superintendent Amy Minor provided an update on COVID-19 related topics including free meal bundles for families to cover April break, the start of the spring sports season, voluntary surveillance testing for employees, and districtwide COVID-19 case data. The Agency of Education (AOE) is preparing to release updated guidance for schools to outline operational considerations for the remainder of this school year. It has not been published yet, however, the AOE has confirmed that they are reducing the distancing standard at the middle and high school level from six feet to three feet. This will have considerable impact to the administrative teams that are planning different options to provide more in-person opportunities to students. Superintendent Minor also shared the district's recovery plan efforts. She went over the timeline for what they are working on now and their future work. The focus areas of the recovery plan are:

- Social-emotional functioning
- Mental health and well-being
- Student engagement
- Academic achievement and success

Colchester resident, Heidi Guevin, called with a question regarding the current in-person instruction model in grades K-5. She asked why students were attending four days per week as opposed to five days per week. Superintendent Minor stated it is primarily due to staffing and contractual needs. Students are remote on Wednesdays because teachers have additional duties this year. Students are podded with their immediate classmates and cannot mix with other classes for things like lunch and recess, which is when teachers normally have contractual time to plan lessons and conduct grade-level or content specific meetings. There is not enough staff to cover the extra duties such as health screenings, lunch, and recess. Wednesdays are used for teachers to make up for that missing time throughout the week. She noted that the leadership team has been actively discussing solutions to find a balance between ensuring teachers have enough prep, planning, and meeting time, while also getting students back in the building on Wednesdays.

Superintendent Minor and Colchester Middle School Principal Michele Cote went over class size at the middle school and some concerning capacity issues that exist even in the absence of distancing requirements. They went over some potential solutions around adding staffing, reconfiguring and purchasing new furniture, and creative ways to share spaces or utilize spaces to gain classroom space.

Director of Curriculum and Instruction, Gwen Carmolli, provided the board with an overview of the district's student assessment data, highlighting grades 3-8. Currently, they are not seeing a big gap in scores for literacy, but there are gaps showing on local assessments in math. This data showed evidence of a need for additional work, particularly in math, for these grade levels. Ms. Carmolli requests using Elementary and Secondary School Emergency Relief (ESSER) funds to hire two specialized math coaches to work with Malletts Bay School and Colchester Middle School. She believes these positions will help support instruction, resulting in improved outcomes for students in those grades. The board unanimously expressed support of using ESSER funds for this purpose.

Colchester resident, Heidi Guevin, called in again to ask if Colchester's assessment scores aligned with national scores. Ms. Carmolli stated the gap or dip in scores for specific grades is a national trend and that the district's local data does match up with the rest of the country. She elaborated that they are still determining how much of the gap will widen as a result of the pandemic. National data has not been compiled yet, but projections show a 10-point gap in math on a national level.

Director Lindsey Cox asked if the benefit to students would be greater by hiring classroom teachers to reduce class size instead of coaches to improve instruction. Ms. Carmolli agreed that class size can affect outcomes, however, there is well-respected research that says coaching can have a profound impact by reaching a larger swath of students through their teachers. Colchester Middle School Principal Michele Cote offered that this year did afford a unique opportunity to observe smaller class sizes interact since they are currently operating in a hybrid model. There have been benefits to having smaller class sizes, however, space provides the biggest barrier to adding additional classroom teachers.

## **V. Approval of Furniture Purchase for Colchester Middle School**

## **Action**

It has been confirmed by the Agency of Education (AOE) that the updated guidance for schools will reduce the distancing standard at the middle and high school level from six feet to three feet. The administrative team at Colchester Middle School determined that they will need different classroom furniture to potentially introduce more students in the building at a time. Currently, the school has a

number of tables that are large but cannot fit two students while maintaining three feet of distance. Those tables will be swapped out for individual tables to fit more students in the room at one time.

*Director Kigonya moved to approve the purchase of furniture for Colchester Middle School as recommended. The motion passed unanimously.*

**VI. Summer School Update** **Informational**

The district is expanding its existing summer school program to increase student achievement for all K-5 students that are not on grade level by the end of the school year. Director of Student Support Services, Carrie Lutz, gave an overview of the finalized plans. Each of the three elementary schools and will operate a half-day program, providing transportation and meals. The programs will have their own site coordinator and will operate five days a week, for a total four weeks. Each school will have a classroom at every grade level with a maximum of 20 students per class. Identification of eligible students will happen at the building level through classroom teachers, support teams, and administrators. The curriculum will include literacy, math, social-emotional learning and some summer fun.

**VII. Kindergarten Enrollment** **Informational**

Superintendent Minor shared that Union Memorial School Principal Chris Antonicci and Porters Point School Principal Carolyn Millham are paying careful attention to the number of students enrolled at their K-2 schools, particularly the incoming kindergarten class for the 2021-2022 school year. Enrollment has been growing disproportionately on the Union Memorial side of town, leaving the two schools unbalanced. District leadership will continue giving enrollment updates as families start registering for next school year. The district recently refreshed the demographic study that was completed in early 2017. The updated report showed projected data for enrollment through 2030 which indicates the enrollment difference between the two schools will continue to grow. The board showed interest in having the demographer who compiled the report attend a future board meeting. It was also suggested to include Sara Hadd, the town's director of planning and zoning. As the board looks to develop long-term plans for early elementary students, it was determined that the demographic study results and information for Ms. Hadd will be helpful for future facility planning.

**VIII. Second and Final Reading of School Board Policy: B1** **Action**

*Director Yousey-Hindes moved to approve the second and final reading of the School Board Policy: B1. The motion passed unanimously.*

**IX. Second and Final Reading of Code of Ethics for School Board Members Policy: B2** **Action**

*Director Cox moved to approve the second and final reading of the Code of Ethics for School Board Members Policy: B2. The motion passed unanimously.*

**X. Second and Final Reading of Management of Policies: A1** **Action**

*Director Longo moved to approve the second and final reading of Management of Policies: A1. The motion passed unanimously.*

**XI. Second and Final Reading of Suspension of Policies: A2** **Action**

*Director Cox moved to approve the second and final reading of Suspension of Policies. The motion passed unanimously.*

**XII. Approval of Personnel Consent Agenda** **Action**

The following Personnel Consent Agenda was reviewed by the board. Superintendent Minor made note of the announced retirement of math teacher Julie Rutz. She and Principal Heather Baron thanked Ms. Rutz for the dedicated service to the district.

DRAFT

**PERSONNEL CONSENT AGENDA**

**Board Meeting Date: April 6, 2021**

**Licensed Employees (Teacher/Administrator)**

<b>Contract Type</b>	<b>First Name</b>	<b>Last Name</b>	<b>Category</b>	<b>Position</b>	<b>FTE/Hours</b>	<b>Building</b>	<b>Agenda Information</b>	<b>Person Replacing</b>	<b>Budgeted</b>	<b>Admin Support</b>
Teacher	Julie	Rutz	End of Employment	Math Teacher	1.0 FTE	CHS	Request to end Employment effective June 30, 2021			Yes
Teacher	Kaitlyn	Jewett	New Hire	Art Teacher	1.0 FTE	PPS/UMS	Request to Hire	Amanda Vella	Yes	Yes
Teacher	Katie	Haddock	New Hire	Elementary Teacher	1.0 FTE	UMS	Request to Hire	Darlene Mulcahy	Yes	Yes
Teacher	Michael	Fetters	New Hire	Special Education Teacher	1.0 FTE	CMS	Request to Hire	Deborah Gay	Yes	Yes
Teacher	Marijke	Reilly	Leave of Absence	Science Teacher	.2 FTE	CHS	Request Leave of Absence for 20/21 School Year			Yes
Teacher	Marijke	Reilly	New Hire	Instructional Coach - One Year Only	.2 FTE	CHS	Request to Hire	Erin Brady	Yes	Yes

**Non-Licensed Employees (Support Staff), Informational**

<b>Contract Type</b>	<b>First Name</b>	<b>Last Name</b>	<b>Category</b>	<b>Position</b>	<b>FTE/Hours</b>	<b>Building</b>	<b>Agenda Information</b>	<b>Person Replacing</b>	<b>Budgeted</b>	<b>Admin Support</b>
Co-Curricular	James	Yarnell	New Hire	JV Softball Coach		CHS	Notice of Hire	open position	Yes	Yes
Co-Curricular	Christopher	King	New Hire	Ultimate Frisbee Coach		CHS	Notice of Hire	open position	Yes	Yes
Co-Curricular	Emily	Kopacz	New Hire	Track Coach		CMS	Notice of Hire	Sean MacArdle	Yes	Yes
Support Staff	Hunter	Stark	New Hire	Behavior Interventionist - Planning Room Coordinator	35	CMS	Notice of Hire	Michael Brown	Yes	Yes
Support Staff	Maxwell	Howard	End of Employment	Custodian	40	UMS	Notice of End of Employment			Yes
Co-Curricular	Brittany	Fenumiai	New Hire	Assistant Varsity Softball Coach		CHS	Notice of Hire	open position	Yes	Yes

*Director Longo moved to approve the Personnel Consent Agenda for April 6, 2021. The motion passed unanimously.*

**XIII. Approval of Meeting Minutes: March 16, 2021 Action**

*Director Cox moved to approve the minutes from the meeting held on March 16, 2021. The motion passed unanimously.*

**XIV. Board/Administration Communication, Correspondence, Committee Reports Informational**

- Attorney Heather Lynn from Lynn, Lynn, Blackman & Manitsky will join an upcoming meeting to go over changes to the Title IX rules.

**XV. Future Agenda Items Informational**

- COVID-19 Updates and Recovery Plan
- Policy Work
- Quarterly Reports

**XVI. Adjournment**

*Director Longo moved to adjourn at 9:10 p.m. The motion passed unanimously.*

Recorder:

\_\_\_\_\_  
Meghan Baule  
Recording Secretary

Board Clerk:

\_\_\_\_\_  
Nic Longo  
Board Clerk