Agenda of Regular Board Meeting

The Board of Directors
North Sanpete School District

A Regular Board Meeting of the Board of Directors of North Sanpete School District will be held March 17, 2026, beginning at 6:00 PM in the Meeting Room, 220 East 700 South, Mt. Pleasant, UT 84647.

1. BUSINESS ITEMS
   A. Prayer
   B. Pledge of Allegiance
   C. Board Recognition and Board Reports
2. BOARD PRESENTATIONS
   A. School Report
      Principal Mower will present the school report for Fairview Elementary.
3. CONSENT CALENDAR
   A. Approval of Minutes
      February 17 and 26, 2026, board meeting minutes will be presented to the board for approval.
   B. Financial Report and Payment Request
   C. PTIF Signers
      Signers on the PTIF accounts need more than one approver. Attached is an updated resolution to be approved and signed.
   D. Adoption of Agenda
4. PERSONNEL SERVICES
   A. Resignations or Retirements
      Letters of Resignation from Ann Marie Howard and Nichole Atoa will be presented to the board.
   B. Substitute, Certificated and Classified Positions
   C. LEA Specific Requests
      LEA Specific requests for Tylee Henrie, Kira Puett, and Layne Cook will be presented to the board for approval.
5. SUPPORT SERVICES
   A. Construction Projects
   B. Capital Projects
6. STUDENT SERVICES
   A. School Choice
   B. Dual Immersion
      Dual Immersion requests will be presented to the board.

Principal Peterson approves the 1st and 2nd grade requests for Dual Immersion but will wait to approve Kindergarten requests until closer to the beginning of the school year when class size numbers are more accurate.

C. Schools Fees FY27
Middle School and High School Fees for FY27 will be presented to the board.

D. Preschool to Kindergarten Transition Plan
Chelsea Beck will present the Preschool to Kindergarten Transition Plan and Surveys to the board.

7. TRAVEL REQUESTS
Track is requesting overnight travel to attend a track meet at Dixie High School in St. George, April 17-18, 2026.
Girls Golf is requesting overnight travel to attend golf matches in Vernal and Roosevelt, April 21-22, 2026.
Boys Volleyball is requesting overnight travel to attend a tournament in Ogden, April 24-25, 2026.
Boys Tennis is requesting overnight travel to attend the state tournament in Salt Lake City, May 14-16, 2026.
8. POLICIES
   A. Sexual Harassment Policy
   The Sexual Harassment Policy will be presented to the board in first read.
   B. H-8 Investment Policy
   The H-8 Investment Policy will be presented to the board in second read.
9. DISCUSSION / INFORMATION ITEMS
   A. Water Shares
   Email from Natalie Crosby at Mt. Pleasant City on January 8, 2026 . . .

   I'm reaching out on behalf of Mt. Pleasant City to explore whether the School District might have any interest in discussing a potential arrangement involving Pleasant Creek irrigation water shares.

   Specifically, we are wondering if the District would be open to a conversation about the possibility of trading or crediting Pleasant Creek irrigation water shares in exchange for impact fees, should that be something the District finds beneficial now or in the future.

   B. Stickers on fleet vehicles
   Stickers on fleet vehicles will be discussed. See attachments of what we have now and an option of what we could do.

   Utah Admin Rule: https://adminrules.utah.gov/public/rule/R27-10/Current%20Rules?searchText

   C. NSBA Conference
10. MATTERS FROM THE BOARD
11. EXECUTIVE SESSION
   A. Executive Session
   Meeting to discuss the character or competency of an individual, negotiations or pending litigation.

12. ADJOURN
    A. Adjourn

Notice of Special Accommodations (ADA)

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including ancillary communication aids and services) during this meeting should notify: O'Dee Hansen, Assistant Superintendent, North Sanpete School District Office, 220 E. 700. S Mt. Pleasant, UT 84647; 435-462-2485

Notice of Electronic or Telephone Participation

One or more members of the North Sanpete School District may participate electronically or telephonically pursuant to UCA 52-4-7.8

North Sanpete High School
2026-27 Fee Schedule and Spend Plans

All fees listed are the ***maximum*** amount charged per student per fee. Actual amount charged may be less. Maximum total aggregate fee amount per student per school year is $5,000 which includes curricular fees, up to five co-curricular/extra-curricular activities, and two out of state trips. All fees are subject to fee waiver unless otherwise noted. Fee waiver applications are available in the front office. For additional information on waivers, contact school administration.

Career & Technical Education Course Fees	
Child Development: Equipment Replacement: Robotic Baby, Pregnancy Belly Simulator	$10
Clothing I, II: Instructional Supplies, Including Cloth, Thread, Needles, Clothing Patterns	$40
Drafting: Instructional Supplies, Including Mechanical Drafting Pencil, Colored Pencils, 3D Print Filament, Flash Drive, 3 Ring Portfolio, Plotting Media	$15
Interior Design I, II: Instructional Supplies	$15
Sports Medicine: Instructional Supplies, Including Tape, Brace, Splint, Diagnostic Tools	$25
Welding I, II: Instructional Supplies, Including Metal, Welding Rods, Gas Tanks	$30
Woods I, II, III: Instructional Supplies, Including Wood, Glue, Screws, Sandpaper, Nails, Staples, Spaceballs, Biscuits, Dowles, Glue Brushes, Safety Glasses, Stain, Epoxy, Carpet Tape,	$25
Fine Arts Course Fees	
Art I/II: Instructional Supplies, Including Graphite Pencil Set, Color Pencils, Markers, Illustration Board	$40
Ceramics: Instructional Supplies, Including B-Mix Clay, Glaze	$40
Drawing: Instructional Supplies, Including Graphite Pencil Set, Color Pencils, Speedball Paper, Ink, Linoleum	$40
Guitar I/II: Instructional Supplies, Including Picks, Guitar Strings	$10
Painting I/II: Instructional Supplies, Including Brushes, Canvas, Pallet Paper, Paints	$45
Photography I/II: Instructional Supplies, Including USB Memory Card and Prints	$45
Sculpture: Instructional Supplies, Including Clay, Paper, Glaze, Stone, Varnish, Sand Paper	$45
Other Course Fees	
Concurrent Enrollment (one-time fee paid directly to college/university)	Cost of Item
Driver's Education: Instructor Compensation, Vehicle Maintenance, Vehicle Insurance, Vehicle Fuel	$125
Online Credit Recovery (per .25 credit): Instructor Compensation, Instructional Supplies, Student Incentives	$25
Physical Education: Instructional Supplies, Life Cycle Equipment Replacement	$10
Textbook for Concurrent Enrollment and AP Courses	$120

Certification and License (not required for course grade) - Including but not limited to EMT/EMR, Food Handlers Permit, CPR certification, etc.	Cost of Item

Athletics

Fees listed are ***maximum*** amounts, including in season travel. Actual amount charged may be less. There is a maximum limit of $1,500 for co-curricular and extra-curricular activities. Fees listed are used for equipment, uniforms, food, team gear, awards & player recognition, banquets, facility enhancements, equipment maintenance & repair, training supplies, general team supplies, in season travel (lodging, transportation, food, activities), assistant coach stipends, coaching staff gear & clothing, coaching clinics, and coaching staff food & travel. ***Click on links to the left to view a detailed spend plan for each athletic program listed.***

Baseball	$475
Basketball - Boys	$475
Basketball - Girls	$440
Cheer	$1500
Cross Country	$225
Drill	$1500
E-Sports	$70
Football	$350
Golf - Boys	$625
Golf - Girls	$425
Soccer - Boys	$400
Soccer - Girls	$400
Softball	$450
Swimming	$475
Tennis - Boys	$255
Tennis - Girls	$255
Track	$260
Volleyball - Boys	$270
Volleyball - Girls	$330
Wrestling - Boys	$550
Out of Season Team/Player Development (on and off campus camps, clinics, activities): Camp/Clinic Registration, Food, Transportation, Hotel, Clothing, Activities	$500
Youth Camps (on-campus camps run by high school coach/advisor): Camp T-shirt, Incentives, Awards, Food, Coach Stipends	$100

Other Extracurricular and Co-Curricular Activities and Organizations (does not include optional student travel) ***Click on links to the left to view a detailed spend plan for each program listed.***	
Drama	$250
Choir	$340
Latinos in Action: Student Clothing, Incentives, Food, Activities	$20
Band	$225
Musical Production: Show T-shirt, Make-up Pack, Cast Recognition, Cast Meals, Supplies, Activities	$40
National Honor Society: Chapter Fee, Clothing, Food, Activities	$20
Speech & Debate	$70
Student Government (SBOs & Class Officers)	$600

Career & Technical Student Organizations (CTSO) (does not include optional student travel unless noted) ***Click on link to the left to view a detailed spend plan for FFA.***	
DECA: Membership Fee, Competition Expenses, Jacket, T-shirt, Group Recognition, Food, Activities	$90
FBLA: Membership Fee, Competition Expenses, Jacket, T-shirt, Group Recognition, Food, Activities	$90
FCCLA: Membership Fee, Competition Expenses, Jacket, T-shirt, Group Recognition, Food, Activities	$90
FFA (spend plan includes in-state travel expenses)	$525
HOSA: Membership Fee, Competition Expenses, Jacket, T-shirt, Group Recognition, Food, Activities	$90

Clubs	
Curricular Clubs: Clothing, Food, Activities	$20
Non Curricular Clubs: Clothing, Food, Activities	$20

Senior Activity Fees	
Graduation Cap & Gown	Cost of Items
Graduation Party: Food, Entertainment	$15
Senior Lagoon Trip: Lagoon Passport, Transportation, Food	$100

Optional Student Travel	
A participating student may be charged up to $1500.00 for optional travel related to a team/group, if a student elects to travel and the travel has been requested, approved, and complies with all requirements outlined in District Travel Policy.	Up to $1500

Other School Fee	
Class Change Fee: Student Incentives and Rewards	$15
Junior Prom Participation Fee (includes admission to prom): Junior Prom Supplies, Printing, DJ	$10
Instrument Rental (Per Instrument/Semester): Instrument Replacement	$25
Off-campus Activities (Field Trips, Athletic Events, Incentive Activities): Transportation, Entry, Food	$100
On-campus Activity Admission Fee (Athletic Events, Concerts, Plays, Musical, Stomps/Dances): Activity Supplies, Activity Supervision, Facility Enhancements, Tech Support, Activity Judges, Activity Officials, Student Incentives, Student Recognitions, Group Fundraiser	$10
Tobacco/Vaping Ticket: Preventive course materials and supplies	$25
Truancy on Property Ticket: Student Attendance Interventions and Incentives	$5

Non-waivable Charges and Fines

All items listed below are non-waivable charges and not subject to fee waiver. "Non-waivable charge" means a cost, payment, or expenditure that is a personal discretionary charge or purchase. This is not an all inclusive list of all non-waivable charges or items that a school may offer for sale to students or the general public.. The Board authorizes fines for damage caused to district property and for violating rules of conduct. Because administrative penalties do not implicate participation in school sponsored activities, fines are not waivable. Fines listed are per occurrence.

General Purchases	
Additional Discretionary Class Project	Cost of Item
Advanced Placement (AP) Test	Cost of Item
Concurrent Enrollment (fee for college credit paid directly to college or university)	Cost of Item
Diploma Replacement	$30
Parking Pass	$5
Student ID Card Replacement (first ID card free of charge)	$5
Transcript	$5
Yearbook	$55
Yearbook Senior Recognition Ad	$35
Fines	
Damage/Lost School Item	Cost of Repair/ Replacement

Laptop Accessory Replacement	Cost of Item
Laptop Repair or Full Replacement	Cost of Repair/ Replacement
Late Library Item	$0.25 per day
Parking Ticket	$20
Student Travel/Event Non-Attendance (after commitment to attend)	Cost Incurred

School Fees Notice

Utah law permits schools to charge fees in grades seven through twelve. A student may be charged fees for participation in school classes, activities and programs. A student cannot be requested or required to pay any fee unless that request or requirement has been approved by the local Board of Education and included in the school or district fee schedule. Utah law requires schools that charge fees to ensure that a fee waiver or other provisions in lieu of a fee waiver is available to any student whose families are unable to pay a fee.

For complete fee notice, click on link below:

School Fees Notice for Families of Students in Grades 7-12

Aviso de Cuotas Escolares Para Familias de Estudiantes de Grados 7-12 (Spanish)

Fee Waiver Application

A link to the Fee Waiver application is provided below. Fee waiver applications are also available in the front office and the school website. If denied, a parent may appeal the decision by submitting a letter or the bottom section of the **Fee Waiver Decision and Appeal Form** to the school principal within 10 days of receiving the notification, explaining why they disagree with the decision. For additional information on waivers, contact school administration or visit the USBE School Fees website.

Fee Waiver Application

Solicitud de Exención de Cuotas (Spanish)

Schools shall maintain a copy of all documents relating to fee waiver applications (applications, decisions, written appeals, decisions on appeals). However, schools shall not retain the supporting documentation (for example, tax returns or pay stubs) after a decision has been made on the application.

Board Approved:

February 24, 2026

Dear Board Members,

As part of our district's Kindergarten Transition Plan, we are implementing two brief surveys for families—one in the spring prior to kindergarten entry and one in the fall after students have begun school.

The purpose of these surveys is to evaluate how prepared families feel during the preschool-to-kindergarten transition and then assess how the transition actually went once students begin kindergarten. By collecting feedback both before and after entry, we will be able to identify gaps in communication, clarify expectations around kindergarten readiness, and make immediate adjustments to improve our transition practices.

Importantly, this information will not only guide improvements within preschool programming and transition supports, but will also help us refine kindergarten practices, communication, and family engagement to ensure alignment across early learning settings. Our goal is a cohesive, district-wide transition process that supports students and families from preschool through elementary school.

Please let me know if you have any questions or would like additional information regarding the survey design or implementation timeline.

Sincerely,
Chelsea Beck

Title: **Sexual Harassment**
Code: D-61, E-04
Section: D – Personnel
Adopted: February 10, 1998
Last Revised: December 5, 2023

I. Board purpose and scope

1. NSSD is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that are free from sexual harassment and retaliation. To ensure compliance with federal and state civil rights laws and regulations, and to affirm our commitment to promoting the goals of fairness and equity in all aspects of the educational program or activity, NSSD has developed internal policies and procedures that provide a prompt, fair, and impartial process for those involved in an allegation of sexual harassment or retaliation. NSSD values and upholds the equal dignity of all members of its community and strives to balance the rights of the parties in the grievance process during what is often a difficult time for all those involved.

2. The core purpose of this policy is to prohibit sexual harassment and retaliation. When an alleged violation of this policy is reported, the allegations are subject to resolution using the process as detailed below.

3. This policy follows USBE s state policy and Federal 2020 Title IX regulations.

II. General definitions

1. "**Advisor**" means a person chosen by a party to accompany the party to meetings, interviews, or hearings related to the resolution process and to advise the party on that process.

2. "**Complainant**" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment based on a protected

class; or retaliation for engaging in a protected activity.

3. "**Complaint**" means a document submitted by a complainant or their parent/guardian or signed by the Title IX coordinator alleging sexual harassment or retaliation under this policy and requesting that NSSD investigate the allegation.

4. "**Day**" means a business/school day when NSSD is in normal operation.

5. "**Education program or activity**" means locations, events, or circumstances where NSSD exercises substantial control over both the respondent and the context in which the sexual harassment occurs.

6. "**Final determination**" means a conclusion that the alleged conduct did or did not violate policy.

7. "**Finding**" means a conclusion that the conduct did or did not occur as alleged.

8. "**Formal grievance process**" means the method of formal resolution designated by NSSD to address conduct that falls within the policies included below, and which complies with the requirements of the Title IX regulations.

9. "**Decision-maker**" refers to those who have decision-making or sanctioning authority within NSSD s formal grievance process.

10. "**Investigator**" means the person, or persons, assigned by NSSD to gather facts about an alleged violation of this policy, assess relevance and credibility, synthesize the evidence, and compile this information into an investigation report and file of directly related evidence.

11. "**Mandated reporter**" means an employee of NSSD who is obligated by policy to share knowledge, notice, and/or reports of harassment and/or retaliation with the Title IX coordinator or investigator.

12. "**Notice**" means that an employee, student, parent/guardian, or third-party informs the Title IX coordinator, or other official with authority, of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct.

13. "**Parties**" include the complainant(s) and respondent(s) collectively.

14. "**Respondent**" means an individual who has been reported as having engaged in conduct that could constitute sexual harassment or retaliation under this policy.

15. "**Resolution**" means the result of an informal or formal grievance process.

16. "**Sanction**" means a consequence imposed by NSSD on a respondent who is found to have violated this policy.

17. "**Sexual harassment**" is the umbrella category including the offenses of sexual harassment, sexual assault, stalking, dating violence, and domestic violence.

~~17.~~18. "**Sexual misconduct**" is conduct of a sexual nature that is behavior or threatened behavior that poses a threat to the welfare, safety, or morals of other students or school personnel, but does not rise to the level of Sexual Harassment.

~~18.~~19. "**Title IX coordinator**" is the official(s) designated by NSSD to ensure compliance with Title IX and NSSD s Title IX program.

~~19.~~20. "**Title IX team**" refers to the Title IX coordinator and any member of the grievance process pool.

III. Sexual harassment policy and directly related definitions

1. The Department of Education s Office for Civil Rights (OCR), the Equal Employment Opportunity Commission (EEOC), and North Sanpete School District regard sexual harassment as an unlawful discriminatory practice.

2. Acts of sexual harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved.

3. Sexual harassment, as an umbrella category, includes the actual or attempted offenses of sexual harassment, sexual assault, domestic violence, dating violence, and stalking, and is defined as conduct on the basis of sex, or that is sexual, that satisfies one or more of the following:

   a. **Quid Pro Quo**, which means a student or employee of NSSD, implicitly or explicitly conditions the provision of an aid, benefit, or service of NSSD on an individual s participation in unwelcome sexual conduct.

   b. **Sexual harassment**, which means unwelcome conduct, determined by a reasonable person to be so severe, and pervasive, and objectively offensive that it effectively denies a person equal access to NSSD s educational program or

activities.

c. **Sexual assault**, defined as:

   i. Sex offenses, forcible, which means any sexual act (forcible rape, forcible sodomy, sexual assault with an object, forcible fondling) directed against another person without the consent of the complainant, including instances in which the complainant is incapable of giving consent. (This would include having another person touch you sexually, forcibly, or without your consent).

   ii. Sex offenses, non-forcible, which means incest, non-forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Utah law.

   iii. Statutory rape, which means non-forcible sexual intercourse with a person who is under the statutory age of consent of the State of Utah.

d. **Dating violence**, defined as violence on the basis of sex, committed by a person who is in, or has been in, a social relationship of a romantic or intimate nature with the complainant. The existence of such a relationship shall be determined based on the complainant s statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

e. **Domestic violence**, defined as violence, on the basis of sex, committed:

   i. By a current or former spouse or intimate partner of the complainant,

   ii. By a person with whom the complainant shares a child in common, or

   iii. By a person who is cohabitating with, or has cohabitation with, the complainant as a spouse or intimate partner, or

   iv. By a person similarly situated to a spouse of the complainant under the domestic or family violence laws of

Utah, or

v. By any other person against an adult or youth complainant who is protected from that person s acts under the domestic or family violence laws of Utah.

vi. To categorize an incident as domestic violence, the relationship between the respondent and the complainant must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

f. **Stalking**, defined as engaging in a course of conduct on the basis of sex, directed at a specific person, that would cause a reasonable person to fear for the person s safety, or the safety of others; or suffer substantial emotional distress. For the purposes of this definition, course of conduct means two or more acts, including, but not limited to, acts in which the respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person s property. Reasonable person means a reasonable person under similar circumstances and with similar identities to the complainant. Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

4. NSSD reserves the right to impose any level of sanction, ranging from a reprimand up to, and including, suspension, expulsion or termination, for any offense under this policy.

5. Force, coercion, and consent, and incapacitation. As used in the offenses above, the following definitions and understandings apply:

a. **Force** is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent. Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

b. **Coercion** is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent.

If/when someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

c. **Consent** is knowing, and voluntary, and clear permission by word or action to engage in sexual activity. Individuals may experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the activity. If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction, or thereafter, but clear communication from the outset is strongly encouraged.

d. **Incapacitation** means a person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious, for any reason, including by alcohol or other drugs.

IV. Title IX Coordinator

1. NSSD will assign a district Title IX coordinator to oversee the implementation of this policy. The Title IX coordinator has the primary responsibility for coordinating NSSD s efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remediate, and prevent sexual harassment and retaliation prohibited under this policy.

V. Independence and conflict-of-interest

1. The Title IX coordinator acts with independence and authority free from bias and conflicts of interest. The Title IX coordinator oversees all resolutions under this policy and these procedures.

2. The members of the Title IX team are trained to ensure they are not biased for or against any party in a specific case or biased for or against complainants and/or respondents, generally.

3. To raise any concern involving bias or conflict of interest by the Title IX coordinator, contact the NSSD superintendent. Concerns of bias or a potential conflict of interest by any other Title IX team member should be raised with the Title IX coordinator.

4. Reports of misconduct committed by the Title IX coordinator should be reported to the superintendent. Reports of misconduct committed by any other Title IX team member should be reported to the Title IX

coordinator.

VI. Administrative contact information

1. Complaints or notice of alleged policy violations, inquiries about, or concerns regarding this policy and procedures, may be made to:

   NSSD Title IX Coordinator
   220 East 700 South
   Mt. Pleasant, UT 84647
   435-462-2485

2. In addition to the Title IX coordinator, the district positions listed below may also accept notice or complaints on behalf of NSSD:

   NSSD Superintendent
   NSSD District Employee Supervisor Assistant

VII. Notice/Complaints of sexual harassment and/or retaliation

1. A student or employee experiencing Sexual Harassment may report to any employee of the District, including directly to the Title IX Coordinator.

~~1.~~2. Notice or complaints of sexual harassment and/or retaliation may be made using any of the following options:

   a. File a complaint with or give verbal notice to the Title IX coordinator. A report may be made at any time (including during non-school hours) by using the telephone number or email address, or by mail to the office address listed for the Title IX coordinator or any other official listed.

   b. Report verbally or in writing to a supervisor.

   c. Reports may be made anonymously but may result in a need to investigate. NSSD tries to provide supportive measures to all complainants, which is often not possible with an anonymous report. Reporting carries no obligation to file a Formal Complaint, which would trigger a formal response. NSSD respects requests from complainants to dismiss complaints unless there is a compelling threat to health and/or safety, criminal activity, child abuse, and/or the respondent is an employee.

~~2.~~3. A formal complaint means a document submitted or signed by the complainant or their parent/guardian or signed by the Title IX coordinator alleging a policy violation by a respondent and requesting

that NSSD investigate the allegation(s).

~~3.~~4. A complaint may be filed with the Title IX coordinator in person, by mail, or by electronic mail, by using the contact information above, or as described in this section. As used in the complainant paragraph, the phrase document filed by a complainant means a document or electronic submission that contains the complainant s, or their parent/guardian s, physical or digital signature, or otherwise indicates that the complainant, or their parent/guardian, is the person filing the complaint, and requests that NSSD investigate the allegations.

~~4.~~5. If a complaint is submitted and does not meet this standard, the Title IX coordinator will contact the complainant, and/or their parent/guardian, to ensure it is filed correctly.

VIII. **Procedures**

1. All employees of the District are required to report any allegation or observation of Sexual Misconduct and Sexual Harassment to the employee's immediate supervisor, who will report to the school principal where the Complainant is enrolled or employed.

2. The principal will follow-up with an intial inquiry to determine if the conduct, on the face of the allegations, is more likely Sexual Misconduct or Sexual Harassment.

3. If after an initial inquirty the principal determines the conduct is more likely Sexual Harassment, the principal will notify the Title IX Coordinator about the allegation.

4. The Title IX Coordinator, along with the principal, will contact the Complainant and provide information regarding: how to file a Formal Complaint, Supportive Measures available to the Complainant, regardless of whether the Complainant files a Formal Complaint.

5. A Formal Complaint may be filed directly with the Title IX Coordinator in person, by mail, or by electronic mail.

~~VIII.~~IX. **Supportive Measures**

1. NSSD will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged sexual harassment and/or retaliation.

2. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the parties. Supportive measures are designed to restore or preserve access to NSSD s education program or activity,

including measures designed to protect the safety of all parties or NSSD s educational environment, and/or deter sexual harassment and/or retaliation.

3. The Title IX coordinator promptly makes supportive measures available to the parties upon receiving notice of a complaint. At the time that supportive measures are offered, NSSD will inform the complainant, in writing (electronically or physically) that they may file a formal complaint with NSSD either at that time or in the future, if they have not done so already.

4. The Title IX coordinator works with the complainant to ensure their wishes are considered with respect to the supportive measures that are planned and implemented.

5. NSSD will maintain the privacy of the supportive measures so long as the privacy does not impair NSSD s ability to provide the supportive measures. NSSD will reduce the academic/occupational impact on the parties as much as possible and will implement measures in a way that does not unreasonably burden the other party.

6. These actions may include, but are not limited to:

    a. Referral to counseling, medical, and/or other healthcare services

    b. Referral to community-based service providers

    c. Education to the school community or community subgroup(s)

    d. Altering school classroom assignment(s)

    e. Altering work arrangements for employees

    f. Safety planning

    g. Providing school safety escorts

    h. Providing transportation accommodations

    i. Implementing contact limitations (no contact orders) between the parties

    j. Academic support, extensions of deadlines, or other course of program related adjustments

    k. Following and upholding trespass, Persona Non Grata (PNG), or Be-On-the-Lookout (BOLO) orders from law enforcement

l. Emergency warnings

m. Class schedule modifications

n. Increased security and monitoring of certain areas of the school

o. Any other actions deemed appropriate by the Title IX coordinator

7. Violations of no contact orders will be referred to appropriate student or employee conduct processes for enforcement.

~~IX.~~X. Emergency removal

1. NSSD can act to remove a student respondent entirely, or partially, from its education program or activities on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other individual justifies removal.

2. This risk analysis is performed by the Title IX coordinator or CSTAG team. In cases when an emergency removal involves a student with a disability who is receiving services under an individual education program (IEP), this risk analysis will also be performed in conjunction with the student s IEP team and may present the need for a manifestation determination.

3. In all cases in which an emergency removal is imposed, the student and parent/guardian will be given notice of the action and the option to request to meet with the Title IX coordinator prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to demonstrate why the action/removal should not be implemented or should be modified.

4. This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate. A student respondent shall be accompanied by a parent/guardian, or another advisor approved by a parent/guardian during the meeting. The student respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation. A complainant and their advisor may be permitted to participate in this meeting if the Title IX coordinator determines it is equitable to do so.

5. When this meeting is not requested in a timely manner, objections to the emergency removal will be deemed waived, except as below.

6. In cases when an emergency removal involves a student with a disability who is receiving services under an IEP, this meeting can serve as the student s manifestation determination hearing and will be conducted in accordance with the requirements of the Individuals with Disabilities Education Act (IDEA). The student will not have to request such a meeting as it will be scheduled and held within ten (10) days of the decision to implement the emergency removal. If it is determined that an emergency removal is necessary for more than ten (10) school days, that would constitute a change in placement and would be addressed in accordance with the requirements of the IDEA.

7. This section also applies to any restrictions that a coach or athletic administrator may place on a student-athlete arising from allegations related to Title IX. There is no appeal process for emergency removal decisions.

8. The NSSD superintendent has sole discretion under this policy to implement or stay an emergency removal and to determine the conditions and duration. Violation of an emergency removal under this policy will be grounds for discipline, which may include suspension or expulsion.

9. NSSD will implement the least restrictive emergency actions possible in light of the circumstances and safety concerns. As determined by the superintendent, these actions could include, but are not limited to: temporarily re-assigning an employee, restricting a student s or employee s access to or use of facilities or equipment, changing transportation arrangements, authorizing an administrative leave, suspending a student s participation in extracurricular activities, student organizational leadership, or athletics.

10. At the discretion of the Superintendent, alternative coursework options may be pursued to ensure as minimal an academic impact as possible on the parties.

11. Where the respondent is an employee, existing provisions for interim action are applicable.

~~X.~~XI. **Promptness**

1. All allegations, whether by notice or formal complaint, are acted upon promptly. Complaints can take 30-60 business days to resolve, typically. There are always exceptions and extenuating circumstances that can cause a resolution to take longer, but NSSD will avoid all undue delays within its control.

2. Any time the general time frames for resolution outlined in NSSD procedures will be delayed, NSSD will provide written notice to the

parties of the delay, the cause of the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

~~XI.~~XII. Privacy

1. Every effort will be made by NSSD to preserve the privacy of reports. Privacy means that information related to a complaint will only be shared with the parties, their advisors, and a limited number of NSSD employees who need to know in order to assist in the assessment, investigation, and resolution of the report. NSSD will not share the identity of any individual who has made a report or complaint of harassment or retaliation, any complainant, any individual who has been reported to be the perpetrator of sexual harassment or retaliation, any respondent, or any witness, except as permitted by the Family Educational Rights and Privacy Act (FERPA); or as required by law; or to carry out the purposes of conducting an investigation, hearing, or grievance proceeding, arising under this policy.

2. NSSD reserves the right to determine which NSSD officials have a legitimate educational interest in information about incidents that fall within this policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

~~XII.~~XIII. Jurisdiction of NSSD

1. This policy applies to the education program and activities of NSSD, to conduct that takes place within school or on property owned or controlled by NSSD, or at NSSD-sponsored events. The respondent must be a member of NSSD s community (either student or employee) in order for this policy to apply.

2. Regardless of where the conduct occurred, NSSD will address notice/complaints to determine whether the conduct occurred in the context of its employment or educational program or activity and/or has continuing effects on school or in an out-of-school sponsored program or activity. A substantial NSSD interest includes:

    a. Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to, single or repeat violations of any local, state, or federal law;

    b. Any situation in which it is determined that the respondent poses an immediate threat to the physical health or safety of any student or other individual

    c. Any situation that materially and substantially interferes with the requirements of appropriate discipline in the operation of the

school; and/or

d. Any situation that is detrimental to the educational interests or mission of NSSD.

3. If the respondent is unknown or is not a member of the NSSD community, the Title IX coordinator will assist the complainant in identifying appropriate school/district and local resources and support options and/or, when criminal conduct is alleged, in contacting local law enforcement if the individual would like to file a police report.

4. Further, even when the respondent is not a member of the NSSD community, supportive measures, remedies, and resources may be accessible to the complainant by contacting the Title IX coordinator.

5. In addition, NSSD may take other actions as appropriate to protect the complainant against third parties, such as barring individuals from NSSD property and/or events.

6. All vendors serving NSSD through third-party contracts are subject to the policies and procedures of their employers or to these policies and procedures to which their employer has agreed to be bound by their contracts.

7. When the respondent is enrolled in or employed by another school/district, or institution of higher education, the Title IX coordinator can assist the complainant in liaising with the appropriate individual at that school/district or institution, as it may be possible to allege violations through that school/district's or institution's policies.

~~XIII.~~XIV. Time Limits on Reporting

1. There is no time limit on providing notice/complaints to the Title IX coordinator. However, if the respondent is no longer subject to USBE s jurisdiction and/or significant time has passed, the ability to investigate, respond, and provide remedies may be more limited or impossible.

2. Acting on notice/complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

~~XIV.~~XV. Online Sexual Harassment and/or Retaliation

1. The policies of NSSD are written and interpreted broadly to include online manifestations of any of the behaviors prohibited below, when

those behaviors occur in or have an effect on NSSD s educational program and activities or use NSSD networks, technology, or equipment.

2. Although NSSD may not control websites, social media, and other venues in which harassing communications are made, when such communications are reported to NSSD, it will engage in a variety of means to address and mitigate the effects.

3. Members of the community are encouraged to be good digital citizens and to refrain from online misconduct, such as feeding anonymous gossip sites, sharing inappropriate content via social media, unwelcome sexual or sex-based messaging, distributing or threatening to distribute revenge pornography, breaches of privacy, or otherwise using the ease of transmission and/or anonymity of the Internet or other technology to harm another member of the NSSD community.

4. Any online posting or other electronic communication by students, including cyber-bullying, cyber-stalking, cyber-harassment, etc., occurring completely outside of the NSSD s control (e.g., not on NSSD networks, websites, or between NSSD email accounts) will only be subject to this policy when such online conduct can be shown to cause a substantial in-program disruption or infringement on the rights of others. Otherwise, such communications are considered speech protected by the First Amendment. Supportive measures for complainants will be provided, but protected speech cannot legally be subjected to discipline.

5. Out-of-school harassing speech by employees, whether online or in person, may be regulated by NSSD typically only when such speech is made in an employee s official or work-related capacity.

~~XV.~~XVI. Retaliation

1. Protected activity under this policy includes reporting an incident that may implicate this policy, participating in the grievance process, supporting a complainant or respondent, assisting in providing information relevant to an investigation, and/or acting in good faith to oppose conduct that constitutes a violation of this Policy.

2. Acts of alleged retaliation should be reported immediately to the Title IX coordinator and will be promptly investigated. NSSD will take all appropriate and available steps to protect individuals who fear that they may be subjected to retaliation.

3. NSSD and any member of NSSD s community are prohibited from taking materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of

interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy and procedure.

4. Filing a complaint under another school/district policy could be considered retaliatory if those charges could be applicable under this policy, when the charges are made for the purpose of interfering with or circumventing any right or privilege provided under this policy that is not provided under the other school/district policy that was used. Therefore, NSSD vets all complaints carefully to ensure this does not happen, and to assure that complaints are tracked to the appropriate process.

5. The exercise of rights protected under the First Amendment does not constitute retaliation.

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

~~XVI.~~XVII. Mandated Reporting

1. All NSSD employees (teachers, staff, administrators) are expected to report actual or suspected sexual harassment or retaliation to appropriate officials immediately. This includes employees who might otherwise be considered confidential resources.

2. In order to make informed choices, it is important to be aware of confidentiality and mandatory reporting requirements when consulting school resources. In school, some resources may maintain confidentiality and are not required to report actual or suspected sexual harassment or retaliation. They may offer options and resources without any obligation to inform an outside agency or school official unless a complainant has requested the information be shared.

3. If a complainant expects formal action in response to their allegations, reporting to any mandated reporter can connect them with resources to report crimes and/or policy violations, and these employees will immediately pass reports to the Title IX coordinator (and/or police, if desired by the complainant), who will take action when an incident is reported to them.

4. Mandated Reporters and Formal Notice/Complaints.

a. All employees of NSSD are mandated reporters and must promptly share with the Title IX coordinator all known details of a report made to them in the course of their employment. Employees must also promptly share all details of behaviors under this policy that they observe or have knowledge of, even if not reported to them by a complainant or third-party.

b. Complainants may want to carefully consider whether they share personally identifiable details with non-confidential mandated reporters, as those details must be shared with the Title IX coordinator. Failure of a mandated reporter to report an incident of sexual harassment or retaliation of which they become aware is a violation of NSSD policy and can be subject to disciplinary action.

~~XVII.~~XVIII. **When a Complainant Does Not Wish to Proceed**

1. If a complainant does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal complaint to be pursued, they may make such a request to the Title IX coordinator, who will evaluate that request in light of the duty to ensure the safety of the school and to comply with state or federal law.

2. The Title IX coordinator has ultimate discretion over whether the NSSD proceeds when the complainant does not wish to do so, and the Title IX coordinator may sign a formal complaint to initiate a grievance process upon completion of an appropriate violence risk assessment.

3. The Title IX coordinator s decision should be based on results of the violence risk assessment that show a compelling risk to health and/or safety that requires NSSD to pursue formal action to protect the community.

4. A compelling risk to health and/or safety may result from evidence of patterns of misconduct, predatory conduct, threats, abuse of minors, use of weapons, and/or violence. USBE may be compelled to act on alleged employee misconduct irrespective of a Complainant's wishes.

5. The Title IX coordinator must also consider the effect that non-participation by the complainant may have on the availability of evidence and NSSD s ability to pursue a formal grievance process fairly and effectively.

6. When the Title IX coordinator executes the written complaint, they do not become the complainant. The complainant is the individual who is alleged to have experienced conduct that could constitute a violation of

this policy.

7. When NSSD proceeds, the complainant (or their advisor) may have as much or as little involvement in the process as they wish. The complainant retains all rights of a complainant under this policy irrespective of their level of participation. Typically, when the complainant chooses not to participate, the advisor or the student s parent/guardian may be appointed as proxy for the complainant throughout the process, acting to ensure and protect the rights of the complainant, though this does not extend to the provision of evidence or testimony except in situations where a complainant is unable to provide evidence or testimony without assistance (e.g. due to age, disability, etc.).

8. In cases in which the complainant requests no formal action and the circumstances allow NSSD to honor that request, NSSD will offer informal resolution options (see below), supportive measures, and remedies to the complainant and the community, but will not otherwise pursue formal action.

9. If the complainant elects to take no action, they can change that decision if they decide to pursue a formal complaint at a later date. Upon making a formal complaint, a complainant has the right, and can expect, to have allegations taken seriously by NSSD, and to have the incident investigated and properly resolved through these procedures. A complainant should consider that delays may cause limitations on access to evidence, or present issues with respect to the status of the parties.

~~XVIII.~~XIX. Emergency Notifications

1. NSSD may issue emergency notifications for incidents that are reported and pose a serious or continuing threat of bodily harm or danger to members of the school community.

2. NSSD will ensure that a complainant s name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

3. These notifications may be issued district-wide or may be limited to those members of the community who are potentially impacted. The Title IX coordinator will work in conjunction with the appropriate district officials in determining the scope and content of the notification.

~~XIX.~~XX. False Allegations and Evidence

1. Deliberately false and/or malicious accusations under this policy are a serious offense and will be subject to appropriate disciplinary action up to, and including, termination. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a policy violation determination.

2. Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence, or deliberately misleading an official conducting an investigation can be subject to discipline under NSSD policy.

~~XX.~~XXI. Amnesty for Complainants and Witnesses

1. NSSD community encourages the reporting of misconduct and crimes by complainants and witnesses. Sometimes, complainants or witnesses are hesitant to report to NSSD officials or participate in grievance processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

2. It is in the best interests of the NSSD community that complainants choose to report misconduct to NSSD officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process. To encourage reporting and participation in the process, NSSD may offer parties and witnesses amnesty from minor policy violations related to the incident.

3. Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all students within a progressive discipline system, and the rationale for amnesty the incentive to report serious misconduct is rarely applicable to respondent with respect to a complainant.

4. In determining whether to offer amnesty, the Title IX Coordinator will consider factors such as: the nature and severity of the policy violation; the age of the individual; the impact on the health and safety of the individual and the school community; and the best interests of the school community.

5. Students. Sometimes, students are hesitant to assist others for fear that they may get in trouble themselves (for example, an underage student who has been drinking or using marijuana might hesitate to help take an individual who has experienced sexual assault to seek assistance). NSSD may offer amnesty for students who offer help to

others in need.

6. Employees. Sometimes, employees are hesitant to report sexual harassment or retaliation they have experienced for fear that they may get in trouble themselves. For example, an employee who has violated a consensual relationship policy and is then assaulted in the course of that relationship might hesitate to report the incident to NSSD officials. NSSD may, at its discretion, offer employee complainants amnesty from such policy violations (typically more minor policy violations) related to the incident. Amnesty may also be granted to respondents and witnesses on a case-by-case basis.

~~XXI.~~XXII. **Notice/Complaint**

1. Upon receiving a complaint or notice, the Title IX coordinator initiates a prompt initial assessment. The Title IX coordinator will initiate at least one of three responses:

   a. Offering and/or implementing supportive measures only because the complainant does not want to file a formal complaint;

   b. An informal resolution (upon submission of a formal complaint); and/or

   c. A formal grievance process including an investigation and a determination of whether policy was violated (upon submission of a formal complaint).

2. NSSD uses the formal grievance process to determine whether or not the policy has been violated. If so, NSSD will promptly implement effective remedies designed to ensure that it is not deliberately indifferent to sexual harassment or retaliation, their potential recurrence, or their effects.

~~XXII.~~XXIII. **Initial Assessment**

1. The Title IX coordinator's initial assessment typically occurs within one to three business days after receiving the investigator's report. The steps in an initial assessment can include:

   a. If notice is given, the Title IX coordinator seeks to determine if the person impacted wishes to make a formal complaint, and will assist them in doing so, if desired.

   b. If not, the Title IX coordinator determines whether to initiate a complaint because a violence risk assessment indicates a compelling threat to health and/or safety.

c. If a formal complaint is received, the Title IX coordinator assesses its sufficiency and works with the complainant to make sure it is correctly completed.

d. The Title IX coordinator reaches out to the complainant to offer supportive measures.

e. The Title IX coordinator works with the complainant to ensure they are aware of the right to have an advisor.

f. The Title IX coordinator works with the Complainant to determine whether the complainant prefers a supportive and remedial response, an informal resolution option, or a formal investigation and grievance process.

g. If a supportive and remedial response is preferred, the Title IX coordinator works with the complainant to identify their wishes, assesses the request, and implements accordingly. No formal grievance process is initiated, though the complainant can elect to initiate one later, if desired.

h. If an informal resolution option is preferred, the Title IX coordinator assesses whether the complaint is suitable for informal resolution and may seek to determine if the respondent is also willing to engage in informal resolution.

i. If a formal grievance process is preferred, the Title IX coordinator determines if the misconduct alleged falls within the scope of Title IX. If it does, the Title IX coordinator will initiate the formal investigation and grievance process, directing the investigation to address an incident, and/or a pattern of alleged misconduct, and/or a culture/climate concern, based on the nature of the complaint. If it does not, the Title IX coordinator determines that Title IX does not apply (and will dismiss that aspect of the complaint, if any), assesses which policies may apply. Please note that dismissing a complaint under Title IX is solely a procedural requirement under Title IX and does not limit NSSD s authority to address a complaint with an appropriate process and remedies.

~~XXIII.~~XXIV. Dismissal (Mandatory and Discretionary)

1. NSSD must dismiss a formal complaint or any allegations therein if, at any time during the investigation or meeting with the decision-maker, it is determined that:

   a. The conduct alleged in the formal complaint would not constitute sexual harassment as defined above, even if proved;

and/or

b. The conduct did not occur in an educational program or activity controlled by NSSD or NSSD does not have control of the respondent; and/or

c. The conduct did not occur against a person in the United States; and/or

d. At the time of filing a formal complaint, a complainant is not participating in, or attempting to participate in, the education program or activity of NSSD.

2. NSSD may dismiss a formal complaint or any allegations therein if, at any time during the investigation or meeting with the decision-maker:

a. A complainant notifies the Title IX coordinator in writing that the complainant would like to withdraw the formal complaint in whole or in part; or

b. The Respondent is no longer enrolled in or employed by NSSD; or

c. Specific circumstances prevent NSSD from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

3. Upon any dismissal, NSSD will promptly send written notice of the dismissal and the rationale for doing so simultaneously to the parties.

4. The dismissal decision (including a decision not to dismiss) is appealable by any party under the appeal procedures below. A complainant who decides to withdraw a complaint may later request to reinstate or refile it.

~~XXIV.~~XXV. **Counterclaims**

1. NSSD is obligated to ensure that the grievance process is not abused for retaliatory purposes. NSSD permits the filing of counterclaims but uses an initial assessment, described above, to assess whether the allegations in the counterclaim are made in good faith. Counterclaims by a respondent may be made in good faith, but are, on occasion, also made for purposes of retaliation. Counterclaims made with retaliatory intent will not be permitted.

2. Counterclaims determined to have been reported in good faith will be processed using the grievance procedures below. Investigation of such claims may take place after resolution of the underlying initial

allegation, in which case a delay may occur.

3. Counterclaims may also be resolved through the same investigation as the underlying allegation, at the discretion of the Title IX coordinator. When counterclaims are not made in good faith, they will be considered retaliatory and may constitute a violation of this policy.

~~XXV.~~XXVI. Right to an Advisor

1. The parties may each have an advisor of their choice present with them for all meetings, interviews, and hearings within the resolution process, if they so choose. The parties may select whomever they wish to serve as their advisor as long as the advisor is eligible and available. For students, this advisor can be someone in addition to their parent/guardian who may also be present with them for all meetings, interviews, and hearings within the resolution process.

2. Choosing an advisor who is also a witness in the process creates potential for bias and conflict-of-interest. A party who chooses an advisor who is also a witness can anticipate that issues of potential bias will be explored by the hearing decision-maker(s).

3. NSSD may permit parties to have more than one advisor upon special request to the Title IX coordinator. The decision to grant this request is at the sole discretion of the Title IX coordinator and will be granted equitably to all parties.

4. Who can serve as an advisor:

    a. The Advisor may be a friend, mentor, family member, attorney, or any other individual a party chooses to advise, support, and/or consult with them throughout the resolution process. The parties may choose advisors from inside or outside of the NSSD community.

    b. Parties also have the right to choose not to have an advisor during the resolution process.

5. Advisor's role in meetings and interviews

    a. The parties may be accompanied by their advisor in all meetings, interviews, and hearings at which the party is entitled to be present, including intake and investigation interviews. Advisors should help the parties prepare for each meeting and are expected to advise ethically, with integrity, and in good faith.

b. NSSD cannot guarantee equal advisory rights, meaning that if one party selects an advisor who is an attorney, but the other party does not or cannot afford an attorney, NSSD is not obligated to provide an attorney.

c. Where applicable under Utah law or NSSD policy, advisors or attorneys are permitted to fully represent their advisees or clients in resolution proceedings, including all meetings, interviews, and hearings. Although NSSD prefers to hear from parties directly, in these cases, parties are entitled to have evidence provided by their chosen representatives.

6. Pre-Interview Meetings

a. Advisors may request to meet with the administrative officials conducting interviews/meetings/hearings in advance of these interviews or meetings. This pre-meeting allows advisors to clarify and understand their role and NSSD s policies and procedures.

7. Advisor violations of NSSD Policy

a. All advisors are subject to the same NSSD policies and procedures, whether they are attorneys or not. Advisors are expected to advise their advisees without disrupting proceedings or meetings. Advisors should not address NSSD officials in a meeting or interview unless invited to (e.g., asking procedural questions). The advisor may not make a presentation or represent their advisee during any meeting or proceeding and may not speak on behalf of the advisee to the investigator(s) or other decision-maker(s).

b. The parties are expected to ask and respond to questions on their own behalf throughout the resolution process. In cases where a party requires assistance in asking and/or responding to questions on their own behalf (e.g., due to age or disability), the advisor will be allowed to ask and/or respond to questions on behalf of their advisee, at the discretion of the investigator(s) or decision-maker(s). Although the advisor generally may not speak on behalf of their advisee, the advisor may consult with their advisee, either privately as needed, or by conferring or passing notes during any resolution process meeting or interview. For longer or more involved discussions, the parties and their advisors should ask for breaks to allow for private consultation.

c. Any advisor who oversteps their role as defined by this policy will be warned only once. If the advisor continues to disrupt or

otherwise fails to respect the limits of the advisor role, the meeting will be ended, or other appropriate measures implemented. Subsequently, the Title IX coordinator will determine how to address the advisor s non-compliance and future role.

8. Sharing Information with the Advisor

    a. NSSD expects that the parties may wish to have NSSD share documentation and evidence related to the allegations with their advisors. Parties may share this information directly with their advisor or other individuals if they wish. Doing so may help the parties participate more meaningfully in the resolution process.

    b. Each party shall provide written consent that authorizes NSSD to share such information directly with their advisor. The parties must submit this consent to the Title IX coordinator before NSSD shares records with an advisor.

    c. If a party requests that all communication be made through their attorney advisor, the NSSD will comply with that request at the discretion of the Title IX coordinator.

9. Privacy of records shared with advisor

    a. Advisors are expected to maintain the privacy of the records shared with them. These records may not be shared with third parties, disclosed publicly, or used for purposes not explicitly authorized by NSSD. NSSD may restrict the role of any advisor who does not respect the sensitive nature of the process or who fails to abide by NSSD s privacy expectations.

10. Expectations of an advisor

    a. NSSD generally expects an advisor to adjust their schedule to ensure attendance at NSSD meetings when planned but may change scheduled meetings to accommodate an advisor s inability to attend, if doing so does not cause an unreasonable delay.

    b. NSSD may also make reasonable provisions to allow an advisor who cannot attend in person to attend a meeting by telephone, video conferencing, or other similar technologies as may be convenient and available.

11. Expectations of the Parties with Respect to Advisors

a. A party may elect to change advisors during the process and is not obligated to use the same advisor throughout. The parties are expected to inform the investigator(s) and decision-maker(s) of the identity of their advisor at least two (2) business days before the date of their first meeting with investigators and decision-makers (or as soon as possible if a more expeditious meeting is necessary or desired).

b. The parties are expected to provide timely notice to the Title IX coordinator if they change advisors. If a party changes advisors, consent to share information with the previous advisor is terminated, and a release for the new advisor must be secured.

c. Witnesses are not permitted to have union representation or advisors in grievance process interviews or meetings.

~~XXVI.~~XXVII. **Resolution Processes**

1. Resolution proceedings are private. All persons present at any time during the resolution process are expected to maintain the privacy of the proceedings in accordance with NSSD policy. Although there is an expectation of privacy around what investigators share with parties during interviews, the parties have discretion to share their own knowledge and evidence with others if they so choose, with the exception of information the parties agree not to disclose related to informal resolution, discussed below. NSSD encourages parties to discuss any sharing of information with their advisors before doing so.

2. Informal Resolution

   a. Informal Resolution can include three different approaches:

      i. When the Title IX coordinator can resolve the matter informally by providing supportive measures (only) to remedy the situation;

      ii. When the parties agree to resolve the matter through an alternate resolution mechanism such as mediation, usually before a formal investigation takes place;

      iii. When the Respondent accepts responsibility for violating policy, and desires to accept a sanction and end the resolution process (similar to above, but usually occurs post-investigation)

   b. To initiate informal resolution, a complainant must submit a formal complaint, as described above. A respondent who wishes to initiate informal resolution should contact the Title IX

coordinator.

c. It is not necessary to pursue informal resolution first in order to pursue a formal grievance process, and any party participating in informal resolution can stop the process at any time and begin or resume the formal grievance process.

d. Prior to implementing informal resolution, NSSD will provide the parties with written notice of the reported misconduct and any sanctions or measures that may result from participating in such a process, including information regarding any records that will be maintained or shared by NSSD.

e. NSSD will obtain voluntary, written confirmation that all parties wish to resolve the matter through informal resolution before proceeding and will not pressure the parties to participate in informal resolution.

f. Informal resolution will not be used to resolve allegations of complaints where the complainant is a student, and the respondent is an employee.

g. Alternate Resolution Mechanism

   i. Alternate Resolution is an informal mechanism by which the parties mutually agree to resolve an allegation. All parties must consent to the use of an alternate resolution mechanism.

   ii. The ultimate determination of whether alternate resolution is available or successful is to be made by the Title IX coordinator. The Title IX coordinator maintains records of any resolution that is reached, and failure to abide by the resolution agreement may result in appropriate responsive or disciplinary actions.

h. Results of complaints resolved by Informal resolution, including an alternate resolution mechanism are not appealable.

3. Respondent accepts responsibility for alleged violations

   a. The respondent may accept responsibility for all or part of the alleged policy violations at any point during the resolution process. If the respondent indicates an intent to accept responsibility for all of the alleged misconduct, the formal process will be paused, and the Title IX coordinator will determine whether informal resolution can be used according to the criteria above. If so, the Title IX coordinator will determine

whether all parties and NSSD are able to agree on responsibility, sanctions, and/or remedies. If so, the Title IX coordinator implements the accepted finding that the respondent is in violation of NSSD policy and implements agreed-upon sanctions and or remedies, in coordination with other appropriate administrator(s), as necessary.

b. This result is not subject to appeal once all parties indicate their written assent to all agreed-upon terms of resolution. When the parties cannot agree on all terms of resolution, the formal grievance process will resume at the same point where it was paused.

c. When a resolution is accomplished, the appropriate sanction or responsive actions are promptly implemented in order to effectively stop the sexual harassment or retaliation, prevent its recurrence, and remedy the effects of the discriminatory conduct, both on the complainant and the community.

4. Negotiated Resolution

a. The Title IX coordinator, with the consent of the parties, may negotiate and implement an agreement to resolve the allegations that satisfies all parties and the USBE. Negotiated resolutions are not appealable.

~~XXVII.~~XXVIII. **Grievance Process Pool**

1. The formal grievance process relies on a pool of administrators ("the Pool") to carry out the process. The Title IX coordinator, in consultation with the superintendent, identifies and appoints individuals to serve in the Pool, which acts with independence and impartiality.

2. Members of the Pool are trained prior to participating in a grievance process. Training may include, but is not limited to:

a. The scope of NSSD s Sexual Harassment Policy and Procedures

b. How to conduct investigations, meetings, and hearings in a manner that protects the safety of complainants and respondents, and promotes accountability

c. Implicit bias

d. Disparate treatment and impact

e. Reporting, confidentiality, and privacy requirements

3. Applicable laws, regulations, and federal regulatory guidance

a. How to implement appropriate and situation-specific remedies

b. How to investigate in a thorough, reliable, and impartial manner

c. How to uphold fairness, equity, and due process

d. How to weigh evidence

e. How to conduct questioning

f. How to assess credibility

g. Impartiality and objectivity

h. How to render findings and generate clear, concise, evidence-based rationales

i. The definitions of all offenses

j. How to apply definitions used by NSSD with respect to consent (or the absence or negation of consent) consistently, impartially, and in accordance with policy

k. How to conduct an investigation and grievance process including meetings, hearings, appeals, and informal resolution processes

l. How to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias

m. Any technology to be used during an interview, meeting, or hearing

n. Issues of relevance of questions and evidence

o. Issues of relevance to create an investigation report that fairly summarizes relevant evidence

p. How to determine appropriate sanctions in reference to all forms of harassment and/or retaliation allegations

q. Recordkeeping

~~XXVIII.~~XXIX. **Formal Grievance Process: Notice of Investigation and Allegations**

1. The Title IX coordinator will provide written notice of the investigation and allegations (the NOIA) to the respondent upon commencement of the formal grievance process. This facilitates the respondent s ability to prepare for the interview and to identify and choose an advisor to accompany them. The NOIA is also copied to the complainant, who is to be given advance notice of when the NOIA will be delivered to the respondent.

2. The NOIA will include:

    a. A meaningful summary of all of allegations,

    b. The identity of the involved parties (if known),

    c. The precise misconduct being alleged,

    d. The date and location of the alleged incident(s) (if known),

    e. The specific policies implicated,

    f. A description of the applicable procedures,

    g. A statement of the potential sanctions/responsive actions that could result,

    h. A statement that the USBE presumes the Respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination

    i. A statement that determinations of responsibility are made at the conclusion of the process and that the parties will be given an opportunity to inspect and review all directly related and/or relevant evidence obtained during the review and comment period,

    j. A statement about NSSD s policy on retaliation,

    k. Information about the privacy of the process,

    l. Information on the need for each party to have an advisor of their choosing and suggestions for ways to identify an advisor,

    m. A statement informing the parties that NSSD s policy prohibits knowingly making false statements, including knowingly submitting false information during the resolution process,

n. Detail on how the party may request disability accommodations during the resolution process,

o. The name(s) of the investigator(s), along with a process to identify, in advance of the interview process, to the Title IX coordinator any conflict of interest that the investigator(s) may have, and

p. An instruction to preserve any evidence that is directly related to the allegations.

3. Amendments and updates to the NOIA may be made as the investigation progresses and more information becomes available regarding the addition or dismissal of any allegations.

4. Notice will be made in writing and may be delivered by one or more of the following methods: in person, mailed to the local or permanent address(es) of the parties as indicated in official NSSD records, or emailed to the parties NSSD- issued email or designated accounts. Once mailed, emailed, and/or received in-person, notice will be presumptively delivered.

~~XXIX.~~XXX. **Resolution Timeline**

1. NSSD will make a good faith effort to complete the resolution process within thirty to sixty (30-60) business days, including appeal. This time frame can be extended as necessary by the Title IX coordinator, who will provide notice and rationale for any extensions or delays to the parties as appropriate, as well as an estimate of how much additional time will be needed to complete the process.

~~XXX.~~XXXI. **Appointment of Investigators**

1. Once the Title IX coordinator decides to begin a formal investigation, the Title IX coordinator appoints Pool members to conduct the investigation (typically using a team of two Investigators), usually within two (2) [business days of determining that an investigation should proceed.

~~XXXI.~~XXXII. **Ensuring Impartiality**

1. Any individual materially involved in the administration of the resolution process including the Title IX coordinator, investigator(s), and decision-maker(s), may neither have nor demonstrate a conflict of interest or bias for a party generally, or for a specific complainant or respondent.

2. The Title IX coordinator will vet the assigned Investigator(s) to ensure impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. The parties may, at any time during the resolution process, raise a concern regarding bias or conflict of interest, and the Title IX coordinator will determine whether the concern is reasonable and supportable. If so, another Pool member will be assigned and the impact of the bias or conflict, if any, will be remedied. If the source of the conflict of interest or bias is the Title IX coordinator, concerns should be raised with the NSSD Superintendent.

3. The formal grievance process involves an objective evaluation of all relevant evidence obtained, including evidence that supports that the respondent engaged in a policy violation and evidence that supports that the respondent did not engage in a policy violation. Credibility determinations may not be based solely on an individual s status or participation as a complainant, respondent, or witness.

4. The NSSD presumes that the respondent is not responsible for the reported misconduct unless, and until, a final determination is made that this policy has been violated.

~~XXXII.~~XXXIII. Investigation Timeline

1. Investigations are completed promptly, normally within thirty (30) business days, though some investigations may take longer, depending on the nature, extent, and complexity of the allegations, availability of witnesses, police involvement, etc.

2. USBE will make a good faith effort to complete investigations as promptly as possible and will communicate regularly with the parties to update them on the progress and timing of the investigation.

~~XXXIII.~~XXXIV. Delays in the Investigation Process and Interactions with Law Enforcement

1. NSSD may undertake a short delay in its investigation (several days to a few weeks) if circumstances require. Such circumstances include, but are not limited to, a request from law enforcement to temporarily delay the investigation, the need for language assistance, the absence of parties and/or witnesses, and/or accommodations for disabilities or health conditions.

2. NSSD will communicate in writing the anticipated duration of the delay and reason to the parties and provide the parties with status updates if necessary. NSSD will promptly resume its investigation and resolution process as soon as feasible. During such a delay, NSSD will implement supportive measures as deemed appropriate.

3. NSSD action(s) or processes may be delayed but are not stopped by civil or criminal charges involving the underlying incident(s). Dismissal or reduction of those criminal charges may or may not impact NSSD s action(s) or processes.

~~XXXIV.~~XXXV. Steps in the Investigation Process

1. All investigations are thorough, reliable, impartial, prompt, and fair. Investigations involve interviews with all relevant parties and witnesses; obtaining available, relevant evidence; and identifying sources of expert information, as necessary.

2. All parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence and expert witnesses, and to fully review and respond to all evidence on the record.

3. The Investigator(s) typically take(s) the following steps, if not already completed (not necessarily in this order):

    a. Determine the identity and contact information of the complainant

    b. In coordination with school partners (e.g., the Title IX coordinator), initiate or assist with any necessary supportive measures

    c. Identify all policies implicated by the alleged misconduct and notify the complainant and respondent of all of the specific policies implicated

    d. Assist the Title IX coordinator with conducting a prompt initial assessment to determine if the allegations indicate a potential policy violation

    e. Commence a thorough, reliable, and impartial investigation by identifying issues and developing a strategic investigation plan, including a witness list, evidence list, intended investigation timeframe, and order of interviews for all witnesses and the parties

    f. Meet with the complainant to finalize their interview/statement, if necessary

    g. Prepare the initial Notice of Investigation and Allegation (NOIA). The NOIA may be amended with any additional or dismissed allegations. Notice should inform the parties of their right to have the assistance of an advisor of their choosing present for

all meetings attended by the party.

h. Provide each interviewed party and witness an opportunity to review and verify the Investigator s summary notes (or transcript) of the relevant evidence/testimony from their respective interviews and meetings

i. Make good faith efforts to notify the parties of any meeting or interview involving the other party, in advance when possible

j. When participation of a party is expected, provide that party with written notice of the date, time, and location of the meeting, as well as the expected participants and purpose

k. Interview all available, relevant witnesses and conduct follow-up interviews as necessary

l. Allow each party the opportunity to suggest witnesses and questions they wish the Investigator(s) to ask of the other party and witnesses, and document in the investigation report which questions were asked, with a rationale for any changes or omissions

m. Complete the investigation promptly and without unreasonable deviation from the intended timeline

n. Provide regular status updates to the parties throughout the investigation

o. Prior to the conclusion of the investigation, provide the parties and their respective advisors (if so desired by the parties) with a list of witnesses whose information will be used to render a finding

p. Write a comprehensive investigation report fully summarizing the investigation, all witness interviews, and addressing all relevant evidence. Appendices including relevant physical, or documentary evidence will be included

q. The Investigator(s) gather, assess, and synthesize evidence, but make no conclusions, engage in no policy analysis, and render no recommendations as part of their report

r. Prior to the conclusion of the investigation, provide the parties and their respective advisors (when advisors are identified) a secured electronic or hard copy of the draft investigation report as well as an opportunity to inspect and review all of the evidence obtained as part of the investigation that is directly

related to the reported misconduct, including evidence upon which NSSD does not intend to rely in reaching a determination, for a ten (10) business day review and comment period so that each party may meaningfully respond to the evidence. The parties may elect to waive the full ten days.

s. The Investigator(s) may elect to respond in writing in the investigation report to the parties submitted responses and/or to share the responses between the parties for additional responses

t. The Investigator(s) will incorporate relevant elements of the parties written responses into the final investigation report, include any additional relevant evidence, make any necessary revisions, and finalize the report. The Investigator(s) should document all rationales for any changes made following the review and comment period

u. The Investigator(s) shares the report with the Title IX coordinator and/or legal counsel for their review and feedback

v. The Investigator will incorporate any relevant feedback, and the final investigation report is then shared with all parties and their advisors through secure electronic transmission or hard copy at least ten (10) business days prior to meeting with the decision-maker. The parties are also provided with a file of any directly related evidence that was not included in the report

~~XXXV.~~XXXVI. **Role and Participation of Witnesses in the Investigation**

1. Witnesses (as distinguished from the parties) who are employees of NSSD are expected to cooperate with and participate in NSSD s investigation and resolution process. Failure of such witnesses to cooperate with and/or participate in the investigation or resolution process constitutes a violation of policy and may warrant discipline. Student witnesses and witnesses from outside the school community are encouraged to share what they know about the complaint.

2. Although in-person interviews for parties and all potential witnesses are ideal, circumstances (e.g., summer break) may require individuals to be interviewed remotely. Skype, Zoom, FaceTime, WebEx, or similar technologies may be used for interviews if the Investigator(s) determine that timeliness or efficiency dictate a need for remote interviewing. NSSD will take appropriate steps to reasonably ensure the security and privacy of remote interviews.

3. Witnesses may also provide written statements in lieu of interviews or choose to respond to written questions, if deemed appropriate by the

Investigator(s), though not preferred.

~~XXXVI.~~XXXVII. Recording of Interviews

1. No unauthorized audio or video recording of any kind is permitted during investigation meetings. If investigator(s) elect to audio and/or video record interviews, all involved parties must be made aware of audio or video recording.

~~XXXVII.~~XXXVIII. Evidentiary Considerations in the Investigation

1. The investigation does not consider: 1) incidents not directly related to the possible violation, unless they evidence a pattern; 2) the character of the parties; or 3) questions and evidence about the complainant s sexual predisposition or prior sexual behavior, 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, or if the questions and evidence concern specific incidents of the complainant s prior sexual behavior with respect to the respondent and are offered to prove consent.

~~XXXVIII.~~XXXIX. Referral to a Decision-maker

1. If the complaint is not resolved through informal resolution, and after the final investigation report is shared with the parties, the Title IX coordinator will refer the matter to a decision-maker to make a determination regarding responsibility.

2. The decision-maker cannot make a determination regarding responsibility prior to ten (10) business days from the conclusion of the investigation when the final investigation report is transmitted to the parties and the decision-maker unless all parties and the decision-maker agree to an expedited timeline.

3. The Title IX coordinator will select an appropriate decision-maker from the Pool depending on whether the respondent is an employee or a student.

~~XXXIX.~~XL. Decision-maker Designation

1. NSSD will designate a single decision-maker from the Pool, at the discretion of the Title IX coordinator, and inform the parties.

2. The decision-maker will not have had any previous involvement with the investigation. Those who have served as investigators in this investigation may not serve as decision-makers. Those who are serving as advisors for any party may not serve as decision-makers in that matter. The Title IX coordinator may not serve as a decision-

maker in the matter.

3. All objections to any decision-maker must be raised in writing, detailing the rationale for the objection, and must be submitted to the Title IX coordinator no later than two (2) business days after being notified of the identity of the decision-maker. Decision-makers will only be removed if the Title IX coordinator concludes that their bias or conflict of interest precludes an impartial consideration of the evidence.

4. The Title IX coordinator will give the decision-maker a list of the names of all parties, witnesses, and advisors. Any decision-maker who cannot make an objective determination must recuse themselves from the proceedings when notified of the identity of the parties, witnesses, and advisors. If a decision-maker is unsure of whether a bias or conflict of interest exists, they must raise the concern to the Title IX coordinator as soon as possible.

~~XL.~~XLI. **Evidentiary Consideration by the Decision-Maker**

1. Any evidence that the decision-maker determines is relevant and credible may be considered. The decision-maker will not consider: 1) incidents not directly related to the possible violation, unless they evidence a pattern; 2) the character of the parties; or 3) questions and evidence about the complainant s sexual predisposition or prior sexual behavior, 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, or if the questions and evidence concern specific incidents of the complainant s prior sexual behavior with respect to the respondent and are offered to prove consent.

2. Previous disciplinary action of any kind involving the respondent may be considered in determining an appropriate sanction upon a determination of responsibility. This information is only considered at the sanction stage of the process and is not shared with the decision-maker until then.

3. The parties may each submit a written impact statement for the consideration of the decision-maker at the sanction stage of the process when a determination of responsibility is reached.

4. The decision-maker determines based on the preponderance of the evidence; whether it is more likely than not that the respondent violated the policy as alleged.

~~XLI.~~XLII. **Exchange of Questions (If the Decision-maker Meeting described in the subsequent section below is not held or not required)**

1. The decision-maker will facilitate the exchange of written questions between the parties and direct any written questions to any witnesses before a final determination is made.

2. The decision-maker will invite each party to submit proposed written questions for other parties/witnesses. Upon receipt of the proposed questions, the decision-maker will review the proposed questions and determine which questions will be permitted, disallowed, or rephrased. The decision-maker will limit or disallow questions on the basis that they are irrelevant, repetitive (and thus irrelevant), or abusive. The decision-maker has full authority to decide all issues related to questioning and determinations of relevance. The decision-maker may ask a party to explain why a question is or is not relevant from their perspective. The decision-maker will explain any decision to exclude a question as not relevant, or to reframe it for relevance.

3. The decision-maker, after any necessary consultation with the parties, Investigator(s) and/or Title IX coordinator, will provide the parties and witnesses with the relevant written questions to be answered and allow for a period of time whereby the parties and witnesses are to submit written responses to the questions and any appropriate follow-up questions or comments by the parties. The exchange of questions and responses by the parties and witnesses will be concluded within a 10-business day period.

~~XLII.~~XLIII. **Notice of Decision-Making**

1. The Decision-maker may choose to meet with each party individually and any witnesses, as needed, prior to making a determination of responsibility, or to meet with the parties jointly.

2. No less than ten (10) business days prior to any meeting or the decision-making phase of the process, the Title IX coordinator or the decision-maker will send notice to each party. Once mailed, emailed, and/or received in-person, notice will be presumptively delivered.

3. The notice will contain:

   a. A description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable procedures, and a statement of the potential sanctions/responsive actions that could result.

   b. The time, date, and location of any meeting.

c. Any technology that will be used to facilitate the meeting.

d. The name and contact information of the decision-maker, along with an invitation to object to any decision-maker on the basis of demonstrated bias. This must be raised with the Title IX coordinator at least two (2) business days prior to the meeting.

e. Information on whether the meeting will be recorded and, if so, information on access to the recording for the parties after the meeting.

f. A statement that if any party does not appear at the scheduled meeting, the meeting will only be rescheduled for compelling reasons.

g. Notification that the parties may have the assistance of an advisor of their choosing at the meeting.

h. A copy of all the materials provided to the decision-maker(s) about the matter.

i. An invitation for the parties to review and submit a written response to the final investigation report within 7 business days of the date of the notice.

j. An invitation to each party to submit to the decision-maker any written, relevant questions they want the decision-maker to ask of any other party or witness within 3 business days of the date of the notice.

k. An invitation to each party to submit to the decision-maker an impact statement pre-meeting that the decision-maker will review during any sanction determination.

l. An invitation to contact the Title IX coordinator to arrange any disability accommodations, language assistance, and/or interpretation services that may be needed at any meeting or in the decision-making process, at least 3 business days prior to the meeting/final determination.

m. Whether parties can/cannot bring mobile phones/devices into the meeting.

4. Meetings for possible violations that occur near or after the end of a school year (assuming the respondent is still subject to this policy) and are unable to be resolved prior to the end of the school year will typically be held as soon as possible given the availability of the parties, but no later than immediately upon the start of the following

school year. NSSD will implement appropriate supportive measures intended to correct and remediate any hostile environment while the resolution is delayed.

~~XLIII.~~XLIV. Decision-Maker Meeting Procedures

1. Participants at a meeting may include the decision-maker, the Investigator(s) who conducted the investigation, the party/witness, the party s advisor, the Title IX coordinator, the parent/guardian, and anyone providing authorized accommodations or assistive services.

2. At a meeting, the decision-maker has the authority to hear and make determinations on all allegations of sexual harassment and/or retaliation and may also hear and make determinations on any additional alleged policy violations that have occurred in concert with the sexual harassment and/or retaliation, even though those collateral allegations may not specifically fall within the policy.

3. Any witness scheduled to meet with the decision-maker must have been first interviewed by the Investigator(s) or have proffered a written statement or answered written questions, unless all parties and the decision-maker assent to the witness s participation.

4. If the parties and decision-maker do not assent to the admission of evidence newly offered at the meeting, the decision-maker may delay the meeting and instruct that the investigation needs to be re-opened to consider that evidence.

5. If the parties raise an issue of bias or conflict of interest of an Investigator or decision-maker at the meeting, the decision-maker may elect to address those issues, consult with legal counsel, and/or refer them to the Title IX coordinator, and/or preserve them for appeal. If bias is not in issue at the meeting, the decision-maker should not permit irrelevant questions that probe for bias.

~~XLIV.~~XLV. Deliberation, Decision-making, and Standard of Proof

1. The decision-maker(s) will then deliberate to determine whether the respondent is responsible or not responsible for the policy violation(s) in question. The preponderance of the evidence standard of proof is used.

2. When there is a finding of responsibility on one or more of the allegations, the decision-maker may then consider the previously submitted party impact statements in determining appropriate sanction(s).

3. The decision-maker will ensure that each of the parties has an opportunity to review any impact statement submitted by the other party(ies). The decision-maker may, at their discretion, consider the statements, but they are not binding.

4. The decision-maker will review the statements and any pertinent conduct history provided by NSSD administration and will recommend the appropriate sanction(s) in consultation with other appropriate administrators, as required.

5. The decision-maker will then prepare a written deliberation statement and deliver it to the Title IX coordinator.

6. This statement must be submitted to the Title IX coordinator within two (2) business days after the decision-maker held their final meeting with the parties/witnesses or concluded the paper evidence exchange/questioning process, unless the Title IX coordinator grants an extension. If an extension is granted, the Title IX coordinator will notify the parties.

~~XLV.~~XLVI. **Notice of Outcome**

1. Using the deliberation statement, the decision-maker will work in conjunction with the Title IX coordinator as needed to prepare a Notice of Outcome. The Notice of Outcome will then be reviewed by legal counsel. The Title IX coordinator will then share the letter, including the final determination, rationale, and any applicable sanction(s) with the parties and their advisors within 5 business days of receiving the decision-makers deliberation statement.

2. The Notice of Outcome will then be shared with the parties simultaneously. Notification will be made in writing and may be delivered by one or more of the following methods: in person, mailed to the local or permanent address of the parties as indicated in official NSSD records, or emailed to the parties NSSD- issued email or otherwise approved account. Once mailed, emailed, and/or received in-person, notice will be presumptively delivered.

3. The Notice of Outcome will articulate the specific policy (policies) reported to have been violated, including the relevant policy section, and will contain a description of the procedural steps taken by NSSD from the receipt of the misconduct report to the determination, including any and all notifications to the parties, interviews with parties and witnesses, site visits, methods used to obtain evidence, and hearings held.

4. The Notice of Outcome will specify the finding on each alleged policy violation; the findings of fact that support the determination;

conclusions regarding the application of the relevant policy to the facts at issue; a statement of, and rationale for, the result of each allegation to the extent the NSSD is permitted to share such information under state or federal law; any sanctions issued which NSSD is permitted to share according to state or federal law; and any remedies provided to the complainant designed to ensure access to NSSD s educational or employment program or activity, to the extent NSSD is permitted to share such information under state or federal law (this detail is not typically shared with the respondent unless the remedy directly relates to the respondent).

5. The Notice of Outcome will also include the relevant procedures and bases for any available appeal options.

~~XLVI.~~XLVII. **Statement of the Rights of the Parties (see Appendix B)**

~~XLVII.~~XLVIII. **Sanctions**

1. Factors considered when determining a sanction/responsive action may include, but are not limited to:

   a. The nature, severity of, and circumstances surrounding the violation(s)

   b. The Respondent s disciplinary history

   c. Previous allegations or allegations involving similar conduct.

   d. The need for sanctions/responsive actions to bring an end to the sexual harassment and/or retaliation

   e. The need for sanctions/responsive actions to prevent the future recurrence of sexual harassment and/or retaliation

   f. The need to remedy the effects of the sexual harassment and/or retaliation on the Complainant and the community

   g. The impact on the parties

   h. Any other information deemed relevant by the Decision-maker

2. The sanctions will be implemented as soon as is feasible, either upon the outcome of any appeal or the expiration of the window to appeal without an appeal being requested.

3. Sanctions are not exclusive of, and may be in addition to, other actions taken, or sanctions imposed by external authorities.

~~XLVIII.~~XLIX. Withdrawal or Resignation While Charges are Pending

1. Should a student decide not to participate in the resolution process, the process proceeds absent their participation to a reasonable resolution. Should a student respondent permanently withdraw from NSSD, the resolution process ends, as NSSD no longer has disciplinary jurisdiction over the withdrawn student. However, NSSD will continue to address and remedy any systemic issues, variables that may have contributed to the alleged violation(s), and any ongoing effects of the alleged sexual harassment and/or retaliation.

2. Should an employee respondent resign with unresolved allegations pending, the resolution process ends, as NSSD no longer has disciplinary jurisdiction over the resigned employee. However, NSSD will continue to address and remedy any systemic issues, variables that contributed to the alleged violation(s), and any ongoing effects of the alleged harassment or retaliation.

3. The employee who resigns with unresolved allegations pending is not eligible for rehire with NSSD, and the records retained by the Title IX coordinator will reflect that status. Any state mandates for reporting of this resignation with respect to licensure or certification will be met.

4. All NSSD responses to future inquiries regarding employment references for that individual will include that the former employee resigned during a pending disciplinary matter.

~~XLIX.~~L. Appeals

1. Any party may file a request for appeal ("Request for Appeal") in writing to the Title IX coordinator within 5 business days of the delivery of the Notice of Outcome.

2. A single appeal decision-maker will chair the appeal. No decision-maker will have been involved in the process previously, including any dismissal appeal that may have been heard earlier in the process.

3. The Request for Appeal will be forwarded to the appeal decision-maker for consideration to determine if the request meets the grounds for appeal (a Review for Standing).

4. This review is not a review of the merits of the appeal, but solely a determination as to whether the request meets the grounds and is timely filed.

5. Grounds for Appeal. Appeals are limited to the following grounds:

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; and

c. The Title IX coordinator, investigator(s), or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the specific complainant or respondent that affected the outcome of the matter.

6. If any of the grounds in the request for appeal do not meet the grounds in this policy, that request will be denied by the appeal decision-maker and the parties, and their advisors will be notified in writing of the denial and the rationale.

7. If any of the grounds in the request for appeal meet the grounds in this policy, then the appeal decision-maker will notify the other party(ies) and their advisors, the Title IX coordinator, and, when appropriate, the investigators and/or the original decision-maker.

8. The other party(ies) and their advisors, the Title IX coordinator, and, when appropriate, the investigators and/or the original decision-maker will be mailed, emailed, and/or provided a hard copy of the request with the approved grounds and then be given 7 business days to submit a response to the portion of the appeal that was approved and involves them. All responses will be forwarded by the Chair to all parties for review and comment.

9. The non-appealing party (if any) may also choose to raise a new ground for appeal at this time. If so, that will be reviewed to determine if it meets the grounds in this Policy by the appeal decision-maker and either denied or approved. If approved, it will be forwarded to the party who initially requested an appeal, the Investigator(s) and/or original decision-maker, as necessary, who will submit their responses in 7 business days, which will be circulated for review and comment by all parties.

10. Neither party may submit any new requests for appeal after this time period. The appeal decision-maker will collect any additional information needed and all documentation regarding the approved grounds and the subsequent responses and the appeal decision-maker will render a decision in no more than 5 business days, barring unusual circumstances. All decisions apply the preponderance of the evidence standard.

11. A Notice of Appeal Outcome will be sent to all parties simultaneously including the decision on each approved ground and rationale for each

decision. The Notice of Appeal Outcome will specify the finding on each ground for appeal, any specific instructions for remand or reconsideration, any sanctions that may result which NSSD is permitted to share according to state or federal law, and the rationale supporting the essential findings to the extent NSSD is permitted to share under state or federal law.

12. Notification will be made in writing and may be delivered by one or more of the following methods: in person, mailed to the local or permanent address of the parties as indicated in official institutional records, or emailed to the parties NSSD-issued email or otherwise approved account. Once mailed, emailed and/or received in-person, notice will be presumptively delivered.

13. Sanctions Status During the Appeal. Any sanctions imposed by the Decision-maker take effect following the appeal process. Supportive measures may remain in effect during an appeal process, subject to the same supportive measure procedures above.

14. Appeal Considerations

    a. Appeal decisions defer to the original decision, making changes to the determination only when there is clear error and to the sanction(s)/responsive action(s) only if there is a compelling justification to do so.

    b. Appeals are not intended to provide for a full reconsideration of the allegation(s) and evidence. In most cases, appeals are confined to a review of the written documentation or record of the original hearing and pertinent documentation regarding the specific grounds for appeal.

    c. An appeal is not an opportunity for appeal decision-makers to substitute their judgment for that of the original decision-maker(s) merely because they disagree with the determination and/or sanction(s).

    d. The appeal decision-maker may consult with the Title IX coordinator on questions of procedure or rationale, for clarification, if needed. Documentation of all such consultation will be maintained.

    e. Appeals granted based on new evidence should normally be remanded (returned) to the original Investigator(s) and/or decision-maker(s) for reconsideration. Other appeals may be remanded at the discretion of the Title IX coordinator or, in limited circumstances, decided on appeal.

f. Once an appeal is decided, the outcome is final: further appeals are not permitted, even if a decision or sanction is changed on remand (except in the case of a new hearing).

g. In rare cases where a procedural or substantive error cannot be cured by the original decision-maker (as in cases of bias), the appeal may order a new hearing with a new decision-maker.

h. The results of a remand to a decision-maker cannot be appealed. The results of a new hearing can be appealed, once, on any of the three available appeal grounds.

i. In cases in which the appeal results in reinstatement to NSSD or resumption of privileges, all reasonable attempts will be made to restore the respondent to their prior status, recognizing that some opportunities lost may be irreparable in the short term.

~~L.~~LI. **Long-Term Remedies/Other Actions**

1. Following the conclusion of the resolution process, and in addition to any sanctions implemented, the Title IX coordinator may implement additional long-term remedies or actions with respect to the parties and the NSSD community that are intended to stop the sexual harassment and/or retaliation, remedy the effects, and prevent reoccurrence. These remedies/actions may include, but are not limited to:

a. Referral to counseling and health services

b. Referral to the Employee Assistance Program

c. Education to the individual and/or the community

d. Potential alteration of work arrangements for employees

e. Provision of school safety escorts

f. Climate surveys

g. Policy modification and/or training

h. Provision of transportation accommodations

i. Implementation of long-term contact limitations between the parties

j. Implementation of adjustments to academic deadlines, course schedules, etc.

2. At the discretion of the Title IX coordinator, certain long-term support or measures may also be provided to the parties even if no policy violation is found.

3. When no policy violation is found, the Title IX coordinator will address any remedies owed by NSSD to the respondent to ensure no effective denial of educational access.

4. NSSD will maintain the privacy of any long-term remedies/actions/measures, provided privacy does not impair NSSD s ability to provide these services.

~~LI.~~LII. **Failure to Comply with Sanctions, Remedies, or Responsive Actions**

1. All respondents are expected to comply with the assigned sanctions, responsive actions, and/or corrective actions within the timeframe specified by the final decision-maker (including the appeal decision-maker).

2. Failure to abide by the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s)/action(s), including suspension, expulsion, and/or termination from NSSD.

~~LII.~~LIII. **Recordkeeping**

1. NSSD will maintain for a period of at least seven years records of:

   a. Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under federal regulation;

   b. Any disciplinary sanctions imposed on the respondent;

   c. Any remedies provided to the complainant designed to restore or preserve equal access to NSSD s education program or activity;

   d. Any appeal and the result therefrom;

   e. Any Informal Resolution and the result therefrom;

   f. All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal

resolution process. NSSD will make these training materials publicly available on its website; and

g. Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, including:

i. The basis for all conclusions that the response was not deliberately indifferent;

ii. Any measures designed to restore or preserve equal access to NSSD s education program or activity; and

iii. If no supportive measures were provided to the complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

h. NSSD will also maintain any and all records in accordance with state and federal laws.

~~LIII.~~LIV. Disabilities Accommodations in the Resolution Process

1. NSSD is committed to providing reasonable accommodations and support to qualified students, employees, or others with disabilities to ensure equal access to NSSD s resolution process.

2. Anyone needing such accommodations or support should contact the NSSD HR Manager, who will review the request and, in consultation with the person requesting the accommodation and the Title IX coordinator, determine which accommodations are appropriate and necessary for full participation in the process.

~~LIV.~~LV. Revision of this Policy and Procedures

1. This policy and procedures supersede any previous policy(ies) addressing harassment, sexual misconduct and/or retaliation under Title IX and will be reviewed and updated annually by the Title IX coordinator. NSSD reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

2. During the resolution process, the Title IX coordinator may make minor modifications to procedures that do not materially jeopardize the fairness owed to any party, such as to accommodate summer

schedules. The Title IX coordinator may also vary procedures materially with notice (on the NSSD website, with the appropriate effective date identified) upon determining that changes to law or regulation require policy or procedural alterations not reflected in this policy and procedures.

3. If government laws or regulations change or court decisions alter the requirements in a way that impacts this document, this document will be construed to comply with the most recent government regulations or holdings.

4. This document does not create legally enforceable protections beyond the protection of the background state and federal laws which frame such policies and codes, generally.

5. This Policy and procedures are effective as of January 1, 2024.

APPENDIX A: STATEMENT OF RIGHTS OF THE PARTIES

- The right to an equitable investigation and resolution of all credible allegations of prohibited harassment or retaliation made in good faith to NSSD officials.

- The right to timely written notice of all alleged violations, including the identity of the parties involved (if known), the precise misconduct being alleged, the date and location of the alleged misconduct (if known), the implicated policies and procedures, and possible sanctions.

- The right to timely written notice of any material adjustments to the allegations (e.g., additional incidents or allegations, additional complainants, unsubstantiated allegations) and any attendant adjustments needed to clarify potentially implicated policy violations.

- The right to be informed in advance of any public release of information regarding the allegation(s) or underlying incident(s), whenever possible.

- The right not to have any personally identifiable information released to the public without consent provided, except to the extent permitted by law.

- The right to be treated with respect by NSSD officials.

- The right to have NSSD policies and procedures followed without material deviation.

- The right not to be pressured to mediate or otherwise informally resolve any reported misconduct involving violence, including sexual violence.

- The right not to be discouraged by NSSD officials from reporting sexual harassment or retaliation to both school and local authorities.

- The right to be informed by NSSD officials of options to notify proper law enforcement authorities, including local police, and the option(s) to be assisted by NSSD officials in notifying such authorities, if the party so chooses. This also includes the right not to report, as well, except when NSSD officials are required to report by law.

- The right to have allegations of violations of this policy responded to promptly and with sensitivity by NSSD officials.

- The right to be informed of available interim actions and supportive measures, or other services, both in school and in the community.

- The right to a NSSD-implemented no-contact order or a no-trespass order against a non- affiliated third party when NSSD determines a person has engaged in or threatens to engage in stalking, threatening, harassing, or other improper conduct.

- The right to be informed of available assistance in changing academic, living, and/or working situations after an alleged incident of sexual harassment and/or retaliation, if such changes are reasonably available. No formal report, or investigation, either school or criminal, needs to occur before this option is available. Such actions may include, but are not limited to:

    - Changing an employee s work environment (e.g., reporting structure, office/workspace relocation)

    - Transportation accommodations

    - Visa/immigration assistance

    - Exam, paper, and/or assignment rescheduling or adjustment

    - Transferring class sections

    - Temporary leave of absence

    - School safety escorts

    - Alternative course completion options

- The right to have NSSD maintain such actions for as long as necessary and for supportive measures to remain private, provided privacy does not impair

NSSD s ability to provide the supportive measures.

- The right to receive sufficiently advanced, written notice of any meeting or interview involving the other party, when possible.

- The right to ask the investigator(s) and decision-maker(s) to identify and question relevant witnesses, including expert witnesses.

- The right to provide the investigator(s)/decision-maker(s) with a list of questions that, if deemed relevant by the investigator(s)/decision-maker(s), may be asked of any party or witness.

- The right not to have irrelevant prior sexual history or character admitted as evidence.

- The right to know the relevant and directly related evidence obtained and to respond to that evidence.

- The right to a fair opportunity to provide the investigator(s) with their account of the alleged misconduct.

- The right to receive a copy of the investigation report, including all factual, policy, and/or credibility analyses performed, and all relevant and directly related evidence available and used to produce the investigation report, subject to the privacy limitations imposed by state and federal law and the right to have at least ten (10) business days to review the report prior to any determination being made.

- The right to respond to the investigation report, including comments providing any additional relevant evidence after the opportunity to review the investigation report.

- The right to be informed of the names of all witnesses whose information will be used to make a finding, in advance of that finding, when relevant.

- The right to regular updates on the status of the investigation and/or resolution.

- The right to have reports of alleged policy violations addressed by investigators, Title IX coordinator, and decision-maker(s) who have received relevant annual training.

- The right to preservation of privacy, to the extent possible and permitted by law.

- The right to meetings, interviews, and/or hearings that are closed to the public.

- The right to petition that any NSSD representative in the process be recused on the basis of disqualifying bias and/or conflict of interest.

- The right to have an advisor of their choice to accompany and assist the party in all meetings, interviews and/or hearings associated with the resolution process.

- The right to the use of the appropriate standard of evidence, preponderance of the evidence; to make a finding after an objective evaluation of all relevant evidence.

- The right to have an impact statement considered by the decision-maker following a determination of responsibility for any allegation, but prior to sanctioning.

- The right to be promptly informed in a written Notice of Outcome letter of the finding(s) and sanction(s) of the resolution process and a detailed rationale of the decision (including an explanation of how credibility was assessed), delivered simultaneously (without undue delay) to the parties.

- The right to be informed in writing of when a decision by NSSD is considered final and any changes to the sanction(s) that occur before the decision is finalized.

- The right to be informed of the opportunity to appeal the finding(s) and sanction(s) of the resolution process, and the procedures for doing so in accordance with the standards for appeal established by NSSD.

- The right to a fundamentally fair resolution as defined in these procedures.

Adopted: **February 10, 1998**
Last Revised: **December 05, 2023**

Book	Policy Manual
Section	H - Finance
Title	Investments
Code	H-08
Status	Active
Adopted	December 16, 1982

In the various school district funds, the cash flow is such that the school board may need to borrow or invest money on a short-term basis.

GUIDELINES

1. When it becomes necessary to borrow money to conduct the necessary business of the school district, the Superintendent may cause a notice of these requirements to be advertised in the local daily newspapers without prior approval of the board. The lowest bidder that complies with the specifications of the bid as determined by the administration shall be recommended to the school board as having submitted the best bid.

2. Since there appears to be a positive correlation between the cost of borrowing money and the amount of investments purchased through anyone banking institution, it should be the general practice of the administration to invest rated fund monies through the institution that successfully provided the most recent financial loan. However, the administration may choose any other institution that has an investment plan which is more desirable and advantageous to the school district than is offered by the institution which provided the most recent loan.

3. The following is a list of approved investments:

    a. U.S. Treasury Bills

    b. Re-purchase Agreements

    c. Certificates of Deposit
    d. All other securities that meet the criteria of the State Board of Accounts.

NSSD
NORTH SANPETE SCHOOL DISTRICT

Policy H-8 Proposed Replacement

Cash Investment and Management of School District Funds

A. The purpose of this policy is to secure the maximum public benefit from the deposit and investment of district funds. North Sanpete School District shall follow the Money Management Act cited in Utah Code § 51-7. North Sanpete School District shall invest its funds in a fiscally prudent manner. The following priorities shall be followed in the listed order: safety of principal, cash flow, liquidity, and then yield. The District shall consider investing in the Utah Public Treasurer's Investment Fund (PTIF) as the primary investment vehicle. (*Utah Code § 51-7-11)*

B. The district shall allocate interest earnings or losses as they are realized, not less than annually. Maturity of investments in operating funds which are invested shall be scheduled so that the maturity date of the investment does not exceed the anticipated date of the expenditure of the funds.

C. The district Business Administrator shall have final responsibility for the individual investments of the district as long as it is in keeping with board policy. Any money invested by local schools for more than thirty days must be invested through the district or an approved investment. Local schools may invest money through the district investment program for any length of time. Local schools' checking accounts must be established under the district banking contract, include the Business Administrator as a signer and should be "interest bearing."

D. The Business Administrator shall establish internal cash management procedures for the transfer of money in meeting the obligations of the school district. This will include the transfer of funds for Payroll, Accounts Payable, and investment purposes. These should be established with the protection of the assets of the district in mind.