

**Addendum
Board Meeting
January 14, 2021**

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BARRE UNIFIED UNION SCHOOL DISTRICT SPECIAL BOARD MEETING

Via Video Conference – Google Meet
January 7, 2021 - 5:30 p.m.

MINUTES

BOARD MEMBERS PRESENT:

Paul Malone (BT) - Chair
Sonya Spaulding (BC) – Vice-Chair
Victoria Pompei (BT) – Clerk
Gina Akley (BT)
Tim Boltin (BC)
Emel Cambel (BC)
Giuliano Cecchinelli (BC)
Alice Farrell (BT)
Guy Isabelle (At-Large)

BOARD MEMBERS ABSENT:

ADMINISTRATORS PRESENT:

David Wells, Superintendent
Mary Ellen Simmons, Assistant Superintendent of Instruction
Emmanuel Ajanma, Director of Technology
Stacy Anderson, Director of Special Services
Penny Chamberlin, Director Central Vermont Career Center
Hayden Coon, BCEMS Principal
Jason Derner, Alternative Education Administrator
Chris Hennessey, BCEMS Principal
Carol Marold, Director of Human Resources
Lauren May, Director of Early Education
Jennifer Nye, BTMES Principal
Erica Pearson, BTMES Principal
Lisa Perreault, Business Manager
Brenda Waterhouse, SHS Principal

GUESTS PRESENT:

Dave Delcore – Times Argus

Lauren Ball	Heather Battistoni	Christie Berard	David Cameron	James Carpenter
Stephanie Collins	Tamara Cooley	Natessa Cournoyer	Allison Courtemanche	Lauralea Curavoo
Susannah Davis	Kevin Deutermann	Nora Duane	Alicia Grochowik	Jaime Guilmette
Allyson Healey	Shannon Huda	Brandy Kolling	Prudence Krasofski	Patrick Leene
Jennifer Luck-Hill	Ben Matthews	Tara Martin	Jessica Maurais	Alexander Maurice
Kaleb Metcalf	Ted Mills	Shelly Morton	Christine Parker	Tim Sanborn
Diane Solomon	Megan Spaulding	Elysha Thurston	Jan Trepanier	Rachael Van Vliet
Katherine Whitcomb	Jesse Willard	Kristin Ziter		

As the meeting was held via video conferencing, a roll-call vote was taken for each action item. Each Board Member was individually polled and voted to approve all motions that are listed as unanimously approved.

1. Call to Order

The Chair, Mr. Malone, called the Thursday, January 7, 2021, Special meeting to order at 5:31 p.m., which was held via video conference.

2. Additions and/or Deletions to the Agenda

On a motion by Mrs. Pompei, seconded by Mrs. Farrell, the Board unanimously voted to approve the Agenda as presented.

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3. Public Comment for Items Not on the Agenda

Allyson Healey addressed the Board and read a prepared statement relating to the stressfulness of teaching during COVID, and her concerns that teachers are feeling pressure and are being blamed for issues relating to learning during COVID (being targeted and slandered on social media). Ms. Healey stressed the importance of education and supporting students and staff. Ms. Healey requested that individuals take a pledge to use kind thoughts, kind words and kind hearts throughout the day and carefully consider words being spoken when speaking about others.

Rachael Van Vliet, addressed the Board on behalf of the Barre Educators' Association. Ms. Van Vliet read a prepared statement relating to an earlier request from BEA asking that the community use compassion, patience, and trust that education professionals are making the most educationally sound and safe decisions under these difficult circumstances. The statement advised that ongoing unproductive rhetoric damages the community and stressed that it is best to work as a team. Ms. Van Vliet thanked the Board and Administrators for their support. The statement also advised that the tenor of discourse on social media and at Board meetings is causing some educational professionals to consider leaving the profession. The BEA requests that Board Members and other board meeting attendees follow Meeting Norms, including the 'Norm' to Respect others and their ideas.

Diane Solomon addressed the Board, reiterating the sentiment conveyed by Ms. Healey and Ms. Van Vliet. Additionally, Ms. Solomon reiterated her request that school related decisions be made utilizing COVID data provided by the State. Mr. Malone advised that it is his understanding that the school is operating under the guidelines provided by the State.

4. Current Business

4.1 Announced Tuition

A document titled FY22 Announced Tuition was distributed. The announced tuitions are as follows; K – 6 \$15,645 / 7 – 12 \$16,082 / CVCC \$17,496.

A document titled 'LEA ID: U097 LEA NAME: BARRE UUSD' was distributed.

A document titled 'LEA ID: VC002 LEA NAME: CENTRAL VERMONT CAREER CTR' was distributed.

Mrs. Perreault provided a brief overview of this process which is performed annually. In response to a query regarding the tuition amount remaining unchanged from FY21 (though the BUUSD cost per pupil has increased), Mrs. Perreault advised that the BUUSD did not receive the "Allowable Tuition" amount as required by statute. This information was due to the BUUSD on 11/01/20.

Because the Allowable Tuition amount was not received by the BUUSD, it was decided to be conservative and use the same amount as FY21.

On a motion by Mrs. Pompei, seconded by Mr. Isabelle, the Board unanimously voted to approve the Annual Tuition Rates as proposed (K – 6 \$15,645 / 7 – 12 \$16,082 / CVCC \$17,496). Mrs. Akley was not present for the vote.

4.2 FY22 Budget and Warning Approval

Thirteen documents were distributed;

Barre Unified Union School District Warning For March 2, 2021 Vote

'Why does Barre City have a higher homestead tax rate than Barre Town'

Projected Comparative Tax Rate Calculations (revised 01/07/2021) for BUUSD FY22 Budget Draft 3 (Barre City & Barre Town)

Minutes from the 03/02/2020 BUUSD Annual Meeting

A copy of an e-mail from Donna Kely to Tina Gilbert (dated 01/06/2021)

FY22 BUUSD Budget Development Considerations (dated 01/07/2021)

BUUSD FY22 Proposed Budget – Draft 3 (dated 01/05/2021)

BUUSD FY22 Proposed Budget – Expense Summary – Draft 3 (dated 01/05/2021)

BUUSD FY22 Proposed Budget – Revenue Summary – Draft 3 (dated 01/05/2021)

CVCC FY2020 – FY2022 Budget Expense Summary – Draft 3 (dated 01/05/2021)

FY22 CVCC Projected Tuition (Draft #3)

A letter from the State of Vermont Department of Taxes to the Barre City Clerk (dated 12/21/2020)

A letter from the State of Vermont Department of Taxes to the Barre Town Clerk (dated 12/21/2020)

Mrs. Perreault advised that Draft 3 is included in the packet and includes a list of reductions that administrators are recommending based on feedback from Draft 2. Draft 3 includes \$651,407 in reductions. Draft 3 results in a 4.47% increase in the General Fund Expense Budget. It was noted that the Board had requested an increase no larger than 5%. Mrs. Perreault provided a brief overview of the Comparative Tax Rate Calculation document and noted that the BUUSD remains well below the state average on cost per pupil. Mrs. Spaulding provided an overview of the Finance Committee meeting, including a request that the budget increase by no more than 5% and that a second budget with an increase of 2% also be presented. This second budget will be further reviewed and refined if Budget 3 does not pass. The Finance Committee is recommending that the Board approve budget draft 3 as presented. There is concern that there is a double digit increase in taxes. Mr. Maurice read a prepared statement relating to his concerns over how budgets are drafted and areas which he feels should have increases and those which he believes could be decreased. Mr. Maurice queried regarding why some areas of the budget seem to show significant increases. Mr. Maurice advised that he attended the recent Finance

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Committee meeting, noting that it was informative and some of his questions were answered. The Superintendent, administrators, and the Board responded by providing clarification on the areas of concern. It was stressed that the major increase to the budget is related to line items that are outside of the control of the Board (salaries and benefits). Mrs. Perreault advised that the budget process is very complicated, and volunteered to meet with Mr. Maurice to provide additional information regarding the process. Mr. Malone voiced concern regarding the tax rates, and noted that the Barre Town tax rate would have a significant decrease if the reappraisal is lodged in April. Barre City is going to be performing a reappraisal in the near future. Ms. Berard addressed the Board voicing concern over budget cuts noted in the 2% 'alternate' budget, including reductions to teacher positions. Ms. Berard would like some specific information relating to the positions being cut and other reductions included in that budget. Mrs. Spaulding clarified that the budget Ms. Berard is referring to is not the budget that is being put forth for approval tonight. The alternative budget is a document that will be reviewed in more detail if the budget does not pass and further cuts need to be made. Mr. Isabelle queried regarding additional COVID monies that may be available in the future. It was noted that COVID Relief funding will continue, but funding allocation has not been defined at this time.

On a motion by Mrs. Spaulding, seconded by Ms. Cambel, the Board voted 8 to 1 to approve an Expenditure Budget of \$50,492,954 for the Barre Unified Union School District for FY22.

Mrs. Akley, Ms. Cambel, Mr. Cecchinelli, Mrs. Farrell, Mr. Isabelle, Mr. Malone, Mrs. Pompei, and Mrs. Spaulding voted for the motion. Mr. Boltin voted against the motion.

It was noted that due to the passing of Act 162, it may be necessary to make adjustments to the Warning. Some items that are normally addressed from the floor at the Annual Meeting, may be added to the Warning (to be voted on by Australian ballot). It was noted that at last year's Annual Meeting, Ms. Dawes advised that the deadline for submission of board seat positions makes it difficult to have ballots printed in time. The current Articles of Agreement state the deadline is 30 to 40 days prior to election. Ms. Dawes asked that the Board consider amending the Articles of Agreement to reflect a deadline of 'the sixth Monday before the election'. Changes to Articles of Agreement must be made by Australian ballot. For the change to become effective prior to next year's election, it would need to be approved by voters prior to that election. It was noted that the budget number has been set, so budget promotion materials can be worked on and approval of the Warning could be postponed. Mr. Wells advised that changing Articles of Agreement will require involvement of legal counsel and may not be able to be accomplished prior to the deadline for posting the legal Warning. It was agreed that the Superintendent will check with legal counsel regarding the possibility of presenting changes to the Articles of Agreement at the March 2021 election. If that is not possible, the Board will work to see that the requested change is presented at a future vote.

On a motion by Mrs. Spaulding, seconded by Mr. Isabelle, the Board unanimously voted to approve an Expenditure Budget of \$3,331,442 for the Central Vermont Career Center for FY22.

On a motion by Mrs. Spaulding, seconded by Ms. Cambel, the Board unanimously voted to table approval of the March 2, 2021 Warning until the next Board meeting which is to be held on 01/14/2021 and to have research performed regarding the ability of adding an Article to amend the Articles of Agreement, relating to when petitions are due.

It was noted that the Superintendent will move forward with contacting legal counsel regarding changing the Articles of Agreement.

4.3 FY22 BUUSD Annual Meeting Warning

A document titled Barre Unified Union School District Annual Meeting Warning For March 1, 2021 was distributed.

Mrs. Farrell moved to approve the Warning. Mr. Isabelle seconded the motion.

Mrs. Spaulding queried regarding whether or not an Annual Meeting can or will be held (due to COVID restrictions). Under Act 162, items typically voted by 'from the floor' can be voted on by Australian ballot. In the past, the Clerk and Treasurer have been nominated and voted on at the Annual Meeting. It needs to be confirmed that these positions (historically held by Donna Kelty and Carol Dawes) can be added to the ballot without use of petitions. Moving items to Australian ballot does require Board action. It was noted that Mrs. Kelty will be retiring mid- 2021, so it may be necessary to look into whether an individual needs to be named, or if a title (e.g. Barre Town Town Clerk) can be put on the ballot. Mr. Wells will contact legal counsel regarding answers to these questions. Mrs. Spaulding queried regarding the possibility of allowing the Board to appoint these positions, rather than having them voted on at an Annual Meeting. It is not known if this change would also require a change to the Articles of Agreement. An additional concern that was raised pertains to Article V (Authorization to Borrow Funds). It is not known what steps need to be taken if this is placed on the ballot and not approved by the voters. Mr. Malone would also like the Superintendent to seek legal advice on this matter. Mrs. Akley queried regarding whether or not an Annual Meeting could be held remotely. Documentation in the packet advises of individuals who can be contacted for clarification regarding 'adapting resources'. The Board agreed that to avoid any conflict of interest, Will Senning will be the individual to contact with adapting resources questions.

Mrs. Farrell withdrew the motion.

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On a motion by Ms. Cambel, seconded by Mrs. Farrell, the Board unanimously voted to table approval of the 'Barre Unified Union School District Annual Meeting Warning, For March 1, 2021 Vote' until the January 14, 2021 Regular Board Meeting.

4.4 First Reading Electronic Communication Between Employees & Students Policy (B8)

A copy of the policy was distributed. It was noted that this is a policy that is supposed to be adopted without any changes.

Mrs. Pompei moved to approve policy B8. Mr. Isabelle seconded the motion.

Mrs. Spaulding has questions pertaining to the policy. Some questions pertain to possible formatting errors. Mrs. Spaulding will contact VSBA with some of her questions and Mr. Wells will research possible formatting issues. Mr. Wells advised that this policy is one that the BUUSD is required to adopt without changes.

Mrs. Pompei withdrew the motion.

Mr. Isabelle voiced concern that policies continue to be 'kicked down the road' and he believes that in an effort to protect students and staff, the Board needs to be taking action on policies.

Mr. Malone queried Mrs. Spaulding regarding her possible attendance at Policy Committee meetings so that her question can be addressed during the Committee meeting. Mr. Malone feels it would be beneficial to have questions answered in Committee prior to policies being presented to the Board.

The Board agreed to table discussion of this policy until the January 14, 2021 Regular Board Meeting.

Mrs. Spaulding will contact VSBA regarding her concerns. Mr. Wells will have formatting issues resolved.

4.5 First Reading Prevention of Sexual Harassment as Prohibited by Title IX Policy (C12)

A copy of the policy was distributed. Mrs. Spaulding prefers to table this policy, advising that it needs some 'cleaning up'. Mrs. Spaulding will forward her changes and questions to the Superintendent, Mr. Cecchinelli, and Mr. Aither.

The Board agreed to table discussion of this policy until the January 14, 2021 Regular Board Meeting.

4.6 Reopening Update

Mr. Wells reported that the return to hybrid education has been successful with very few glitches. Based on feedback from the Board regarding moving the date back for grades 5 and 6, Mr. Wells advised that the date has changed from 02/01/21 to 01/25/21. Communication of the re-opening plan was also discussed, and has been added to the web page, broken down by grade, providing very clear information. Mr. Wells and Mr. Allen met to discuss frequent and multi-modal communication. Various forms of communication include; e-mails, texting, and the robo-call system to assure that the plan is clearly communicated. COVID Relief funds were used to purchase additional desks. Many desks have arrived and been installed in classrooms. The Transportation Coordinators have been working with STA to finalize bus routes. Mr. Isabelle queried regarding the data used for re-opening decisions. Mr. Wells displayed information reached by a link to a State of Vermont web page. This link is on the BUUSD web site. Mr. Wells provided a brief overview of the data. Currently, incidents of COVID in the District are low. Should a decision be made to modify the plan, the BUUSD will try to keep as many programs open as possible. Indicators at this point are favorable. Mrs. Spaulding queried regarding changes to assist with an increased amount of learning for grades 7 – 12. Mr. Wells advised that he has been working with the middle school principals, who have been working with faculty to increase the amount of learning being presented. The 6 foot distancing requirement still applies to those grades, which does pose additional challenges. Middle schools are looking to enhance what is presented in hybrid education. With the start of the next semester, the high school is looking for ways to increase the number of class sessions for students. Ms. Parker addressed the Board, advising that she looks forward to seeing middle school learning opportunities increase. Ms. Parker does not believe her middle school children are receiving enough instruction, and she is more concerned as more time passes and it is not known when middle school students will return to more in-person learning. There is concern that 8th graders will not be prepared for high school. Ms. Parker queried regarding what the current large spaces are being used for and if it's possible to 'think outside the box' to find a way to utilize those spaces differently. Mr. Wells advised regarding space and staffing issues. Middle school administrators have reviewed spaces, and are working with faculty to improve the quality of hybrid learning. Mr. Hennessey understands the frustrations involved, and noted that it is very challenging to find ways to re-purpose the larger spaces in the building. Staffing challenges also complicate the issue. Ms. Pearson echoes Mr. Hennessey's sentiment, and provided a brief overview of changes BTMES has implemented. There is currently an open Interventionist position. Staff is still lean at BTMES, but administrators are looking for ways to utilize staff creatively. Ms. Parker would like to see some improvements within the next month. Mrs. Pompei queried regarding specific details on improvements, and suggested that having teachers use microphones (blocking out background noise) could alleviate the issue surrounding student privacy. Mrs. Pompei is concerned that we are a good way into the school year and some of these issues haven't been resolved. Perhaps we need to use

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technology more creatively. Mrs. Curavoo advised that in her classroom (kindergarten), she cannot have an interactive class session without calling on students. Recording live lessons is difficult for kindergarten. Mrs. Curavoo is concerned regarding comments pertaining to the effectiveness of classroom teachers, advising that she believes classroom teachers are being asked to perform two jobs (teaching in-person and on-line). Virtual Academy teachers have been trained to teach 100% on line, but classroom teachers have not. Mr. Hennessey advised that there are many complexities involved with providing live instruction on line. Mr. Wells advised that discussions have been held regarding the goal of having more video content. Melissa Metcalf addressed the Board, advising that her son's teachers have been absolutely amazing this year. Ms. Metcalf queried regarding offering a 3rd option, so that some students could stay in hybrid mode while others return to in-person. Ms. Metcalf advised that COVID numbers are continuing to rise and new strains are being identified and she is not comfortable with her son returning to school for full in-person learning. Ms. Berard queried regarding an option of researching what other communities are doing. Ms. Berard is experiencing challenges trying to work her job and assist her children with their studies and would like everyone to work for better solutions. Mr. Wells advised that when looking at what other communities are doing, it is not an 'apples to apples' comparison based on many factors; student counts, building/classroom square footage, staffing, courses etc. Mr. Wells advised that the next in-service day will focus on gauging student progress, looking at scope and sequence to determine what essential skills have been taught, and then focusing on plans to address essential skills. The BUUSD will be working on a plan for recovering skills/learning that has been 'lost' (recovery of learning). Mrs. Spaulding queried regarding consideration for implementation of concurrent learning, and how privacy concerns would be an issue under that format. Mr. Wells advised regarding multi-modal teaching, which involves; lessons, small group work, and independent work. Regarding privacy issues, when classes are held remotely, individuals other than the students who are normally in the classroom, may be present. Ms. Simmons reiterated that all students have a right to privacy and that must be adhered to by the school. Mrs. Spaulding queried how other schools are able to hold classes in this manner. Mrs. Waterhouse advised regarding the many different ways in which high school staff are providing lessons and advised that consistency is beneficial to students. Mr. Sanborn advised that teaching concurrently changes the way instruction is delivered to those who are in-person (interactions are changed). Mrs. Waterhouse clarified that the term 'concurrent' means something different at the high school level. High school students participating in concurrent learning are taking courses that earn both high school and college credits at the same time. Mrs. Waterhouse believes the discussion that was just held, is more in line with a synchronous learning experience. Ms. Solomon is concerned regarding attendance, and queried whether or not remote days count as in-person days. Ms. Solomon believes the 9:00 a.m. TA check-in time may be problematic for some high school students who missed checking in. Mrs. Waterhouse advised that students, who are at the school during in-person learning, are marked as present. If students are present remotely, they are marked as tardy. This system is being utilized to assist with contact tracing. Students who are working remotely and do not log in to their classes are marked as absent. Mrs. Waterhouse advised that attendance is definitely lower than when the school is in all in-person learning. Mrs. Spaulding is concerned that students in grades 7 – 12 are not receiving additional instruction. Mrs. Spaulding advised regarding several parents who are concerned regarding a lack of academics and the impact of social isolation. Mrs. Spaulding is concerned that remote learning has been happening for months, but it appears it is not being done well. Mrs. Spaulding believes much is left to the discretion of teachers and that students and parents are struggling. Mrs. Spaulding would like to receive specific data relating to what is being taught and how, and specific plans (with dates) for improvements. Mr. Coon believes it would be more appropriate to present these types of questions to the Re-opening Committee rather than administrators. Mr. Coon advised that the Re-Opening Committee has not met in a while due to the winter break. Mrs. Waterhouse advised that there is no black and white answer to Mrs. Spaulding's questions, but advised that many improvements have been made over a short period of time. Mrs. Waterhouse advised that everyone is doing their best and continuing to make progress, but there is no way to create a perfect plan. Ms. Simmons advised that within the next week, there will be an in-service day, and reiterated Mr. Wells' overview of what will be covered during that session. In response to comments that much time has passed and instruction is still not being done well, Mr. Hennessey takes strong objection to those comments and reiterated the statements made by Ms. Healey and Ms. Van Vliet at the start of the meeting. Mr. Hennessey believes comments such as these are incredibly harmful and create a false narrative. Mr. Hennessey advised that the vast majority of feedback from parents regarding what is offered to the students is appreciative, thankful, and remarkably positive. Mr. Hennessey acknowledged that though there are some families for whom things are not working well, there are many who are not having issues. Mr. Hennessey believes that for anyone in the community to imply that things are not going well or that administrators and staff aren't trying, is a very false narrative. These types of comments are incredibly harmful. Administrators are working as hard as they can to get students back to in-person learning. Mr. Hennessey has been very concerned about false narratives coming out at Board meetings and believes it's time to say something. Ms. Parker suggested that for in-service days prior to the start of school next year, it would be beneficial to identify what students have missed and are behind on (students have missed almost a full year of school). Ms. Parker does not believe 8th grade students will have the necessary executive function skills expected of students moving on to high school. In-service days should include extra training on how to support these kids. Ms. Berard advised regarding some of the issues her children are facing. Mrs. Waterhouse advised that she is always open to receiving input from parents, and would welcome communication from Mrs. Berard so that they can try to work through her student's issues. Mrs. Waterhouse reiterated that much has been improved, and there is still work to be done. Mrs. Waterhouse would like families to reach out to her with any issues. Ms. Solomon requested that discussions/work of the Re-opening Committee be published so that there is transparency and parents can read about the work that has been performed and why certain decisions have been made. Ms. Pearson advised that in addition to academics, teachers are working to assist students' with their social and emotional well-being

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Mr. Wells acknowledged that hybrid learning is not the ideal plan. Administrators and staff very much want students back in school. Everyone is continually working to make improvements and working with families to assist with resolving their individual challenges and issues.

5. Executive Session as Needed

No items were proposed for discussion in Executive Session.

6. Adjournment

On a motion by Mrs. Farrell, seconded by Mr. Isabelle, the Board unanimously voted to adjourn at 8:07 p.m.

Respectfully submitted,

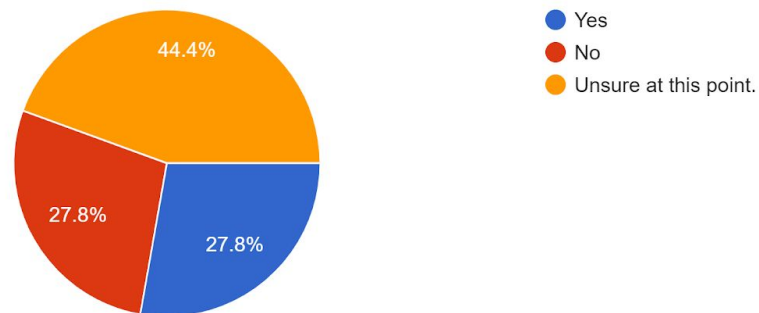
Andrea Poulin

Survey Results - Returning to BUUSD in Fall 2021?

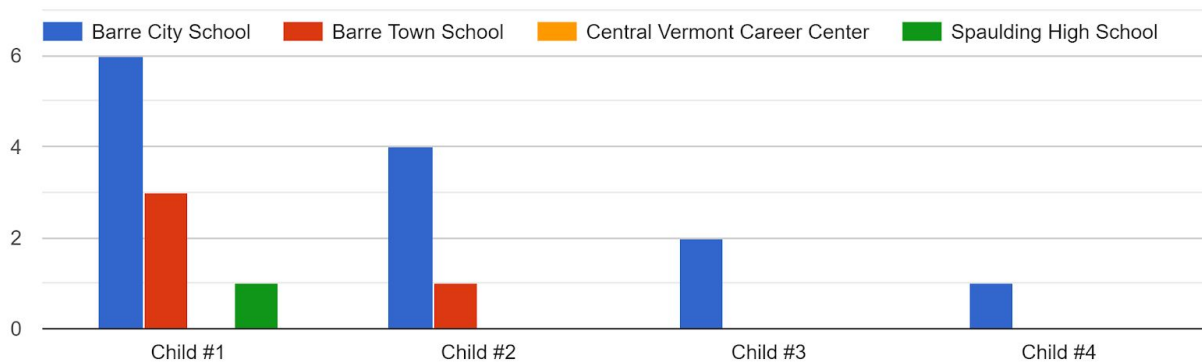
This survey was sent on *January 5, 2021*, to a total of 88 families that we had contact information for in Infinite Campus. 41% of families responded, for a total of 36 responses.

Question #2 was only offered to families who answered "Yes" to Question #1.

Do you plan on having your child(ren) attend a BUUSD school in the Fall of 2021?
36 responses

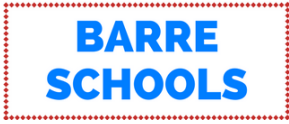


Which school(s) would your child(ren) be attending in the Fall of 2021?



Totals from the bar graph above:

- BCEMS - 13 Students
- BTMES - 4 Students
- CVCC - 0 Students
- SHS - 1 Student



Policy questions

2 messages

Sonya Spaulding <sspaulding@buusd.org>

Tue, Jan 12, 2021 at 1:46 PM

To: Paul Malone <pmalone@buusd.org>, Victoria Pompei <vpompei@buusd.org>, Gina Akley <gakley@buusd.org>, Emel Cambel <ecambel@buusd.org>, Giuliano Cecchinelli <gcecchinelli@buusd.org>, Tim Boltin <tboltin@buusd.org>, Alice Farrell <afarrell@buusd.org>, Guy Isabelle <gisabelle@buusd.org>

Cc: David Wells <dwellbsu@buusd.org>, Andrea Poulin <dupreya@myfairpoint.net>, Tina Gilbert <tgilbbsu@buusd.org>

Here are my questions regarding the policies, and the answers from Sandra and Luke, I am sharing so they can be included in the addendum packet for your reference when I ask to table C12 until implementation procedures are developed.

Thanks,
Sonya

My original email:

After reviewing these policies on the VSBA website, I realized that issues with references and weird things were not online, so I think something just happened in the copying over. Here are my few questions regarding two required model policies (B8 Electronic Communication between employees and students and C12 Prevention of Sexual Harrassment as Prohibited by Title IX).

Regarding B8:

1. I've copied Sandra with VSBA on this email to ask regarding the term "model policy" used in the first sentence of the 2nd paragraph. Seems like we should be able to drop the word model here, since we are adopting it and making it a policy, based on a model policy.
2. On page 2, #2 under policy, it references IV. A and B. These need to change to reference arabic numbers that we use in our policy, and we need to add section V, as that was not originally included.
3. With regards to Employees under #3 in Definitions, it indicates any person employed directly by or retained through a contract of employment (should there be a with here? looks like this is missing online in the model policy) the district, an agent of the school, a school board member, and including supervisory union employees. My question-does this include coaches and assistant coaches?
4. Also under definitions, #4 Student-any person who attends school in any grades prek through 12 operated or contracted with the district. My question-does this cover our CVCC students?
5. On page 2, the model policy shows the title Enforcement Responsibilities, but our policy says Implementation. Why is this different? These look like procedures to me.

For policy C12, the first thing I want to point out is that the title of this policy is Prevention of Sexual Harrassment as Prohibited by Title IX, but there is ABSOLUTELY NOTHING in the policy regarding prevention. I realize that this is a required policy and we cannot change it, but I would like to recommend some additions to our handbook to cover the missing pieces from this policy.

I will outline those and list my questions below.

1. There is nothing in this policy regarding microaggressions and the prevention of harrassment through this form. I think this should be addressed in the student handbook.
2. On page 2, part A, there is a weird 12 q3' 11 after the word official on the third line of part A. This is not in the model policy and needs to be removed.
3. Also on page 2, under C Days, how does the exclusion of days on which the district office is closed apply in the summer? Is the District office considered the Central office, so it's not closed in the summer?
4. On page 2, who decides who the Decision Maker will be?
5. On page 5 Limitation of Scope--conduct shall not be deemed to satisfy....if the conduct occurred either 1) outside of the United States... This seems like a potential problem for students that travel outside of the US with our school programs (trips to Canada, trips to Costa Rica, trips to Europe, etc). We need to include provision in the student handbook to cover this missing coverage in the policy.
6. Also on page 5, I don't understand why supportive measures are offered to both the complainant or the respondent. Can someone help me understand why the respondent needs counseling, extensions of deadlines, modifications of work or class schedules, campus escort services, etc?

7. On page 8, under F, #2 part b it references the District's Title IX coordinator--who is that person in our district? How is that decided?
8. On page 9, under G #3 references training coordinators, decision makers, and any person....Who is trained in our district at this point? What training did they attend?
9. on page 13, Section B, #4, Jurisdiction over Parties--complaints may be dismissed if either the complainant or respondent is no longer enrolled or employed by the district. This is concerning that a student can choose to leave the school, we could still have a staff member employed by the district and can choose to not dismiss a complaint? Can we cover this hole in the policy through a provision in the handbook? It seems like a student may choose to leave due to the sexual harrassment and if we dismiss the complaint, more harrassment ma occur.
10. On page 15, section E, #1. Help me understand what is going on here with how prior sexual behavior with respect to the respondent and is offered as proof of consent. How does prior sexual behavior imply consent, especially in the case of sexual harrassment?
11. On page 16, section F, there is an extra space in the word responsibility in that first sentence.
12. Also on page 16, section F, who is the Initial Decision Maker?
13. Page 17, section F, #5d--what are our applicable codes of conduct, policies, regulations and rules to the facts that would apply here? Do we have a code of conduct? If we do, we can address some of the shortcomings of this policy there, and we do not, we should create one, especially in light of #7c under section F.
14. Page 18, part G, #2c--what are the specific circumstances that would prevent the recipient from gathering evidence sufficient to reach a determination?
15. Page 19, section H #4--who is the appellate decision maker?
16. Page 21, section F Training--what training is happening for each group? On page 22, #5, where are the training materials available, as they must be made available to the public on the website?

I recognize that this is a large number of questions, primarily for C12. I know the back story of this policy and am not happy that we are obligated to adopt it. Do I think we need to have a policy for the prevention of sexual harrassment? Yes, absolutely. This completely misses the mark and has some glaring omissions that need to be addressed before the policy is put in place.

Luke's response:

Sonya thank you for reaching out with your questions. I think I can start with the general structure of how we get our policies and go from there:

The VSBA gives us Model policies that can originate from VSBA, VSBIT, or the AOE, and have been vetted by their lawyers (who also happen to be our lawyers). Those model policies are broken down into three categories:

1. Required - Schools are "required" to have a policy that addresses that topic, and VSBA provides an example that is ideal, but school's do not have to adopt the model policy as written. The exception is for a few that are written by the AOE (B8 is one) and must be adopted as written (unless there is a formatting or editorial oversight such as spelling, etc).
2. Recommended - It's recommended that schools have a policy that addresses this topic, and a model is provided, but this is entirely at the school discretion, to even have a policy that covers that topic at all.
3. Consider - These policies might be a "good idea" depending on the individual school/districts needs. For example, some of those model policies in Section B are also covered within our Master Agreement with the Union, and our policy committee feels they are redundant and unnecessary; another district may want them because their situation is different.

Districts are also able to develop and adopt policies which are not addressed by the VSBA. We have relatively few of those, but there are a few.

To address your specific questions on policy B8:

1. I agree that dropping "model" makes sense, but this is something Sandra could weigh in on, but the policy committee could discuss.
2. Consistency in formatting has been assigned to Tina Gilbert, and she is working through policies as they come up for initial adoption, or as she has time to update older ones. If there is a messing section, please let her know since this is an oversight that can easily be fixed.
3. Coaches, etc are covered as they are pontracted/paid by the district. Volunteers and outside entities who are approved and authorized by the school/district are also covered.
4. This does cover CVCC and the SEA as they are schools operating under the umbrella of the district and school board. I inquired about schools we contract with such as Maple Hill, Stone Path, or other Independent Alternative schools, and it was suggested that we incorporate language in our contracts with them that required them to abide by our Title IX policy. This is not standard practice and would require additional discussion by the Superintendent, Special Education Director, Business Manager, and the Director's of those programs as it involves contracts.

5. I also inquired about removing procedures, as we are attempting to separate procedures from policy as a general rule throughout our manual, but was informed that we must adopt as is since it is coming from the AOE. I believe it should read "Enforcement Responsibilities" as stated in the model policy.

To address policy C12:

While this policy is not written by the AOE (and thus can technically be modified from its current state), this has been written by the VSBA (and our) lawyers to align specifically with statute which went into effect this past summer. Having attended a training sponsored by VSBIT and provided by Heather and Pietro Lynn, I am comfortable saying that this policy and the law are so complex that to change or amend them would be unwise at this time.

1. We have license to outline procedures in the handbook, which gets updated and shared with the board annually.
2. This sounds like a copy/paste glitch that Tina can address.
3. Implementation procedures have not been established at the District level yet.
4. Implementation procedures have not been established at the District level yet.
5. Behavior that would violate the HHB policy would still apply outside the country; but Title IX would not. This is covered by statute.
6. Supports are in place for all parties as part of the growth mindset and restorative process.
7. Implementation procedures have not been established at the District level yet.
8. Implementation procedures have not been established at the District level yet.
9. We only have jurisdiction over current students. This is in line with other policies, and has been an issue in the past. If this is a concern that involved staff (rather than students) there are other professional and ethical standards which may apply.
10. This is very specific and if we were faced with this situation, we would seek guidance from our legal counsel.
11. Tina can fix this when our policy is adopted.
12. Implementation procedures have not been established at the District level yet.
13. We have a code of conduct outlined in student handbooks and policies such as HHB. Administration also follows due process procedures.
14. This would be specific to each situation. This cannot be answered in generalities.
15. Implementation procedures have not been established at the District level yet.
16. Implementation procedures have not been established at the District level yet.

Sandra Cameron's response regarding removing the word model in B8:

Thank you for the inquiry (Sonya) and for the background information (Luke).

Luke is correct: B8 was developed by the AOE and placed on our website for purposes of easy access for school board members. That said, Sue Ceglowski and I discussed the use of the word "model" within the policy itself and have removed it; this does not change the policy in a substantive manner. Updated versions of B8 were uploaded to our Model Policy Handbook this morning (you might have to refresh your screen).

Please know that if ever there are questions about policies, I am more than happy to discuss ahead of a board meeting so that we can address those questions to provide you with the most up-to-date and accurate information.

David Wells <dwellbsu@buusd.org>

Tue, Jan 12, 2021 at 3:13 PM

To: Sonya Spaulding <sspaulding@buusd.org>

Cc: Paul Malone <pmalone@buusd.org>, Victoria Pompei <vpompei@buusd.org>, Gina Akley <gakley@buusd.org>, Emel Cambel <ecambel@buusd.org>, Giuliano Cecchinelli <gcecchinelli@buusd.org>, Tim Boltin <tboltin@buusd.org>, Alice Farrell <afarrell@buusd.org>, Guy Isabelle <gisabelle@buusd.org>, Andrea Poulin <dupreya@myfairpoint.net>, Tina Gilbert <tgilbbsu@buusd.org>

Bcc: Luke Aither <laithshs@buusd.org>

Dear Sonya and Board,

Luke Aither and I have been reviewing your comments and questions about the two policies in question. I expect that we should have the revisions ready to go out in tomorrow's Addendum.

Sincerely,

David

**BARRE UNIFIED UNION SCHOOL DISTRICT #097
POLICY**

CODE: B 8

1ST READING: 01/14/2021

2ND READING:

ADOPTED:

ELECTRONIC COMMUNICATIONS BETWEEN EMPLOYEES AND STUDENTS

The Barre Unified Union School District recognizes electronic communications and the use of social media outlets create new options for extending and enhancing the educational program of the school district. Electronic communications and the use of social media can help students and employees communicate regarding: questions during non-school hours regarding homework or other assignments; scheduling issues for school-related co-curricular and interscholastic athletic activities; school work to be completed during a student's extended absence; distance learning opportunities; and other professional communications that can enhance teaching and learning opportunities between employees and students. However, the Barre Unified Union School District recognizes employees and students can be vulnerable in electronic communications.

In accordance with Act 5 of 2018 this policy is adopted to provide guidance and direction to Barre Unified Union School District employees to prevent improper electronic communications between employees and students.

Definitions

1. **Electronic communication.** Electronic communication is any electronic device communication in which individuals exchange messages with others, either individually or in groups. Examples of electronic communication include, but are not limited to, email, text messages, instant messaging, voicemail, and image sharing and communications made by means of an internet site, including social media and social networking websites.
2. **Social media.** Social media is any form of online publication or presence that allows interactive communication, including, but not limited to, social networks, blogs, websites and internet forums. Examples of social media include, but are not limited to, Facebook, Twitter, Instagram, YouTube, and Google+.
3. **Employee.** Employee includes any person employed directly by or retained through a contract of employment the district, an agent of the school, a school board member, and including supervisory union employees.
4. **Student.** Student means any person who attends school in any of the grades Prekindergarten through 12 operated or contracted by the district.

Policy

All communication between employees and students shall be professional and appropriate. The use of electronic communication that is inappropriate in content is prohibited.

1. **Inappropriate content of an electronic communication.** Inappropriate content of an electronic communication between an Employee and a Student includes, but is not limited to:
 - a. Communications of a sexual nature, sexual oriented humor or language, sexual advances, or content with a sexual overtone;
 - b. Communications involving the use, encouraging the use, or promoting or advocating the use of alcohol or tobacco, the illegal use of prescription drugs or controlled dangerous substances, illegal gambling, or other illegal activities;
 - c. Communications regarding the employees' or student's past or current romantic relationships;
 - d. Communications which include the use of profanities, obscenities, lewd comments, or pornography;
 - e. Communications that are harassing, intimidating, or demeaning;
 - f. Communications requesting or trying to establish a personal relationship with a student beyond the employees' professional responsibilities;
 - g. Communications related to personal or confidential information regarding employee or student that isn't academically focused; and
 - h. Direct communications between an employee and a student between the hours of 10 p.m. and 6 a.m. An Employee may, however, make public posts to a social network site, blog or similar application at any time.
2. **Procedures.** The superintendent shall develop procedures for both the receipt and handling of reports filed under this policy (see 1 and 2 below).

Enforcement Responsibilities

1. **Student communications violation of this policy.** In the event a student sends an electronic communication, that is inappropriate as defined in this policy or that violates the procedures governing inappropriate forms of electronic communication to an employee, the employee shall submit a written report of the inappropriate communication ("Report") to the principal or designee by the end of the next school day following actual receipt by the Employee of such communication. The principal or designee will take appropriate action to have the student discontinue such improper electronic communications.

While the school district will seek to use such improper electronic communications by a student as a teaching and learning opportunity, student communications violation of this policy may subject a student to discipline. Any discipline imposed shall take into account the relevant surrounding facts and circumstances.

2. **Employee communications violation of this policy.** In the event an employee sends an electronic communication that is inappropriate as defined in this policy or that

violates the procedures governing inappropriate forms of electronic communication to a student, the student or the student's parent or guardian is encouraged to submit a report of the inappropriate communication ("Report") to the principal and/or the person designated by the principal to receive complaints under this policy promptly. The report shall specify what type of inappropriate communication was sent by the employee with a copy of the communication, if possible.

Inappropriate electronic communications by an employee may result in appropriate disciplinary action up to and including possible dismissal.

3. **Applicability.** The provisions of this policy shall be applicable at all times while the employee is employed by the district and at all times the student is enrolled in the school district, including holiday and summer breaks. An employee is not subject to these provisions to the extent the employee has a family relationship with a student (i.e. parent/child, nieces, nephews, grandchildren, etc.).
4. **Other district policies.** Improper electronic communications that may also constitute violations of other policies of the district, i.e. unwelcome sexual conduct may also constitute a violation of the school's separate policy on the Prevention of Harassment, Hazing and Bullying of Students. Complaints regarding such behavior should be directed as set forth in the school's Procedures on the Prevention of Harassment, Hazing and Bullying of Students.

Reporting to Other Agencies

1. **Reports to Department of Children and Families [DCF].** When behaviors violative of this policy include allegations of child abuse, any person responsible for reporting suspected child abuse under 33 V.S.A. §4911, et seq., must report the allegations to the Commissioner of DCF. If the victim is over the age of 18 and a report of abuse is warranted, the report shall be made to Adult Protective Services in accordance with 33 V.S.A. §6901 et seq.
2. **Reports to Vermont Agency of Education [AOE].** Accordingly, if behaviors violative of this policy in a public school involve conduct by a licensed educator that might be grounds under Vermont law for licensing action, the principal shall report the alleged conduct to the superintendent and the superintendent shall report the alleged conduct to the AOE.
3. **Reporting Incidents to the Police.** Nothing in this policy shall preclude persons from reporting to law enforcement any incidents and/or conduct that may be a criminal act.

4. **Continuing Obligation to Investigate.** Reports made to either DCF or law enforcement shall not be considered to absolve the school administrators of their obligations under this or any other policy, such as the Policy on the Prevention of Harassment, Hazing and Bullying, to pursue and complete an investigation upon receipt of notice of conduct which may constitute a policy violation.

**BARRE UNIFIED UNION SCHOOL DISTRICT #097
POLICY**

CODE: C 12

1ST READING: 01/14/2021

2ND READING:

ADOPTED:

Prevention of Sexual Harassment As Prohibited by Title IX

I. Statement of Policy.

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

II. Definitions

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

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

- F. **“Disciplinary sanctions”** are consequences imposed on a Respondent when s/he is determined responsible for sexual harassment prohibited under this Policy.
- F. **“Emergency Removal”** for purposes of this Policy shall mean removing a respondent from the District’s education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. Emergency Removals as permitted by this Policy shall not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.
- G. **“Formal Complaint of Sexual Harassment”** means a document filed by either (a) a complainant (or complainant’s parent/guardian); or (b) the Title IX Coordinator, alleging sexual harassment against a respondent AND requesting that the District investigate the allegation of sexual harassment. The issuance or receipt of a Formal Complaint of Sexual Harassment formally triggers the Title IX Grievance Process set forth in Section IV. of this Policy.
- H. **“Investigation of Title IX Sexual Harassment”** Before the District can conduct an Investigation of Sexual Harassment under this Policy, against a Respondent, a Formal Complaint of Sexual Harassment that contains an allegation of sexual harassment and a request that the District investigate the allegations is required. Such investigation is a part of the Title IX Grievance Process, as set forth in Section IV.E.
- I. **“Remedial actions”** are actions intended to restore or preserve a complainant’s equal access to the educational programs and activities of the District.
- J. **“Report of Sexual Harassment”** is any report which provides the District with actual knowledge of sexual harassment or allegations of sexual harassment. Such a report may or may not be accompanied by a Formal Complaint of Sexual Harassment. Without such a Complaint, the Title IX Grievance Process is not triggered. See Section IV.A and IV.B. regarding the process for initiating that process.
- K. **“Respondent”** means an individual who has been reported to be the individual accused (i.e. perpetrator) of conduct that could constitute sexual harassment as defined under this policy.
- L. **“Retaliation”** means intimidation, threats, coercion, or discrimination by either the District or any other person, against any individual for the purpose of interfering with any right or privilege secured by Title IX and/or this Policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing in connection

with this Policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sexual discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this policy, constitutes retaliation.

Limitation in Scope.

- i. Material False Statements. Actions taken in response to **materially** false statements made in bad faith, or to submitting **materially** false information in bad faith, as part of a report or during the Title IX Grievance Process do not constitute retaliation. A determination of responsibility alone is insufficient to conclude that a person made a materially false statement in bad faith.
- ii. 1st Amendment Protections. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this Policy.

M. **“Sexual harassment”** prohibited under Title IX and by this Policy is conduct on the basis of sex, occurring in an education program or activity of the District, against a person in the United States, that satisfies one or more of the following:

1. A school district employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct; **OR**
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, **AND** objectively offensive that it effectively denies a person equal access to the District’s education program or activity; **OR**
3. Or any conduct which would satisfies one or more of the following definitions:
 - a. Sexual assault: Any sexual act(s) directed at another person without consent of the victim, including instances where the victim is unable to lawfully give consent because of age or cognitive ability. Consent to a sexual act exists where words, actions or other non-verbal conduct objectively communicates a desire to participate in the sexual act(s). Consent to some sexual act(s) does not indicate consent to all sexual acts. Consent may be withdrawn at any time by objectively communicating through words, actions or other non-verbal conduct **AND/OR**
 - b. Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or an intimate nature with the victim. The existence of the relationship shall be considered with reference to the length of the relationship, the type of relationship and the frequency of the interactions between the persons involved in the relationship. **AND/OR**
 - c. Domestic violence: Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner or any other persons protected under 15 V.S.A. section 1101 from domestic abuse. **AND/OR**

- d. Stalking: A course of conduct by a person directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress.

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

- N. **“Supportive Measures”** are non-disciplinary, non-punitive, individualized services, offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment. These measures may include, but are not limited to, the following:
- 1.counseling;
 - 2.extensions of deadlines or other course-related adjustments;
 - 3.modifications of work or class schedules;
 - 4.campus escort services;
 - 5.mutual restrictions on contact between the parties;
 - 6.changes in work or housing locations;
 - 7.leaves of absence;
 - 8.increased security and monitoring of certain areas of the district campus;
 - 9.and other similar measures.

III. **Duties**

A. **Reports of Sexual Harassment**

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

Coordinator regarding that Report/Complaint, or delegate the function to another person.

B. District Response to Report of Sexual Harassment.

1. Duty to respond. The District will promptly respond when there is Actual Knowledge of sexual harassment, even if a Formal Complaint of Sexual Harassment has not been filed.
 - a. District Response Must Be Equitable. In its response the District shall treat Complainants and Respondents equitably by providing supportive measures to the Complainant and by following the Title IX Grievance Process prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a Respondent.
 - b. Reports of Harassment Received by District Employees Shall Be Referred to Title IX Coordinator. Where any District employee – other than the employee harasser, or the Title IX Coordinator – receives information of conduct which may constitute sexual harassment under this Policy, s/he shall, without delay, inform the Title IX Coordinator of the alleged sexual harassment. Failure to report will subject the employee to discipline up to and including dismissal.
 - c. Complainant Contact. As soon as reasonably possible after receiving a Report of Sexual Harassment from another District employee or after receiving a report directly through any means, the Title IX Coordinator shall contact the Complainant [and parent/guardian in cases where the complainant is a student under the age of 18] to:
 - i. discuss the availability of and offer supportive measures;
 - ii. consider the complainant’s wishes with respect to supportive measures;
 - iii. inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
 - iv. explain to the complainant the process for filing a Formal Complaint of Sexual Harassment.
2. Formal Investigation of Sexual Harassment. Before the District may conduct a formal investigation of sexual harassment or take any action (other than supportive measures) against a Respondent, a Formal Complaint that contains an allegation of sexual harassment and a request that the District investigate the allegations is required and must be filed by either the Complainant, the Complainant’s Parent/Guardian, or the Title IX Coordinator, as set forth under Section IV.B. below.
3. Initiating the Title IX Grievance Process. A Report of Sexual Harassment alone does **not** initiate a Title IX Grievance Process. Before the District may initiate that process, a Formal Complaint of Sexual Harassment must be filed under the procedures set out in IV.A. (“Title IX Grievance Process”).

C. Formal Complaints of Sexual Harassment.

1. Process for Filing a Formal Complaint of Sexual Harassment. The process for filing a Formal Complaint of Sexual Harassment is set forth in Section IV.A. (“Title IX Grievance Process”).
2. District Response to Receipt of Formal Complaint.

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

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

E. Reporting to Other Agencies.

1. Reports to Department of Children and Families. When a report made pursuant to this policy includes allegations of child abuse, any person responsible for reporting suspected child abuse under 33 V.S.A. § 4491, et seq. must report the allegation to the Commission or DCF. If the victim is over the age of 18 and a report of abuse is warranted, the report shall be made to Adult Protective Services in accordance with 33 V.S.A. § 6901 et seq.
2. Reports to Vermont Agency of Education. If a report of sexual harassment is made to the District about conduct by a licensed educator that might be grounds under Vermont law for licensing action, the principal shall report the alleged conduct to the Superintendent and the Superintendent shall report the alleged conduct to the Secretary. [If a report of sexual harassment is made in an independent school about conduct by a licensed educator that might be grounds under Vermont law for licensing action, the head of school is encouraged to report the alleged conduct to the Secretary of Education.]
3. Reporting Incidents to Police.
 - a. FERPA Rights. Information obtained and documented by school administration regarding the school's response to notice of student conduct that may constitute sexual harassment may constitute an "educational record" regarding the student or student(s) involved as defined by the Family Education Rights and Privacy Act. Accordingly, such information may not be disclosed without prior parent approval to local law enforcement except in response to a lawfully issued subpoena, or in connection with an emergency if disclosure is necessary to protect the health or safety of the student or other individuals.
 - b. First Hand Reports. Nothing in this policy shall preclude persons from reporting incidents and/or conduct witnessed first-hand that may be considered to be a criminal act to law enforcement officials.

4. Continuing Obligation to Investigate. Reports made to DCF, AOE or law enforcement shall not be considered to absolve the school administrators of their obligations under this policy, or other school policies where appropriate, to respond, and when appropriate to investigate and follow the Title IX Grievance Process.

F. Disseminating Information and Notice

1. Notice of Title IX Policy. The District will make this Policy publicly available on the District's website (OR if the District does not maintain a website, available upon request for inspection by members of the public).
2. Notice of Title IX Obligations and Coordinator Information. The District shall include in all student and employee handbooks, and shall make publicly available on the district's website (OR if the District does not maintain a website, available for inspection to members of the public upon request) the following information:
 - a. The District's policy of non-discrimination on the basis of sex, that it is required by Title IX not to discriminate in such a manner, and that such requirement not to discriminate in the education program or activity of the District extends to admission and employment (all to be prominently displayed on both the website and in publications);
 - b. The title, name, office address, email address, and telephone number of the District's Title IX Coordinator (all to be prominently displayed on both the website and in publications);
 - c. A statement that Title IX inquiries may be referred to either the District's Title IX Coordinator or to the Assistant Secretary for Civil Rights.
The same information shall be otherwise provided to students, employees, unions or professional organizations holding collective bargaining or professional agreements with the District, and all persons seeking employment with the District, or seeking to enroll or participate in the District's educational programs or activities. Those persons shall also be informed of the grievance procedures and process provided for under Section IV. of this Policy, including how to file either a Report of Sexual Harassment or Formal Complaint of Harassment, and the response the District will take in response to such filings.
3. Training Materials. Additionally, the District will make any materials used to train personnel as required under Sec. V.F. publicly available on the District's website (OR if the District does not maintain a website, available upon request for inspection by members of the public).

G. Record Keeping

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

1. Sexual Harassment Investigations. The District shall maintain records of any:
 - a) determination regarding responsibility;
 - b) any disciplinary sanctions imposed on the respondent;
 - c) any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity; and
 - d) any appeal and result therefrom.

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

H. Confidentiality

1. Duty to Maintain Confidentiality.
The District must keep confidential the identity of any individual who has made a Report of Sexual Harassment or Formal Complaint of Sexual Harassment under this Policy, any Complainant, Respondent, and any witness, except either:
 1. As may be permitted by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99;
 2. or as required by law, such as reports to DCF, law enforcement or the Agency of Education as set forth in Section III.E above;
 3. or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing or judicial proceeding arising thereunder, as set forth in this policy (Section IV.C.2, IV.E.7,8, and 10, IV.F.5., IV.G.3., and IV.H.7.);
 4. where maintaining confidentiality with respect to supportive measures offered to the Complainant or Respondent would impair the ability of the school district to provide the supportive measures;

IV. TITLE IX GRIEVANCE PROCESS.

A. General Provisions.

1. Triggers for Implementation. The Title IX Grievance Process is used only upon the filing of a **Formal Complaint** of sexual harassment as described below. This process must be followed before any discipline of a Respondent to allegations of Sexual Harassment may be imposed by the District.
2. Protections for Equitable Treatment in The Handling of Formal Complaints by District. The District response to a Formal Complaint of Sexual Harassment shall treat Complainant and Respondents equitably. In particular, this Title IX Grievance Process shall require:

- a) **“Presumption of Non Responsibility”** presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Title IX Grievance Process;
- b) **“Objectivity”** an objective evaluation of all relevant evidence - including both inculpatory and exculpatory evidence - and provide that credibility determinations may not be based on a person’s status as a Complainant, Respondent, or Witness;
- c) **“Conflict and Bias Free Personnel”** that individuals designated by the District to act as Title IX Coordinator, investigator, decision-makers, or to facilitate an informal resolution process, shall have no conflict of interest nor bias for or against a Complainant or Respondent individually, or complainants or respondents generally;
- d) **“No Interference with Legal Privileges”** such that at no point in the grievance process will the Title IX Coordinator, the investigator, any decision maker, or any other person participating on behalf of the District, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege (e.g., doctor/patient, attorney/client, clergy, etc.), unless the person holding such privilege (parent/guardian for minor student) has waived the privilege in writing to use the information with respect to the Title IX Grievance Process;
- e) **“Proof of Responsibility for Sexual Harassment by a Preponderance of the Evidence,”** which is only met when the party with the burden convinces the fact finder (the Initial Decision- Maker) that there is a greater than 50% chance that the claim is true (i.e., more likely than not). This standard shall be applied to all Formal Complaints of Sexual Harassment, whether they involve students or faculty; and
- f) **“Reasonably Prompt Time Frames for Conclusion of the Title IX Grievance Process.”** The District shall make a good faith effort to conduct a fair, impartial grievance process in a reasonably prompt manner designed to provide all parties with a prompt and equitable resolution. It is expected that in most cases, the grievance process will be concluded - through at least the determination of responsibility decision - within 80 days after filing the Formal Complaint of Sexual Harassment. However, more complex cases or other case specific circumstances, may require additional time beyond that timeframe. In such cases, good cause must be shown and written notice provided.
 - 1. Grievance Process Timeline.
 - a. Investigation 20 +/- days (as the complexity of the case demands);
 - b. 10 days for reviewing information prior to conclusion of investigation;
 - c. 10 days after receiving investigative report -by either- party to respond;
 - d. 10 days for decision maker to allow initial questions;
 - e. 10 days for responses to questions;
 - f. 10 days for questions and responses to follow-up questions;
 - f. 10 days for determination of responsibility decision;
 - g. 10 days for appeal (6 additional days for administrative steps);
 - h. 10 days for argument/statement challenging or supporting determination;
 - i. 10 days for decision on appeal.

2. Delays and Extensions of Time. At any stage of the grievance process, the District (through the Superintendent, or if the Superintendent is the respondent, the Title IX Coordinator or designee) may for good cause allow for temporary delays or extensions of time upon request of either party, or on his/her own initiative. Examples of good cause may include such things as availability of parties, party advisors, witnesses, school or school administrative office holidays or vacations, referral back to an earlier stage of the grievance process, concurrent law enforcement or other agency activity, or need to obtain language interpreters or accommodation of disabilities. For any such delay or extension of time, the Superintendent or the Title IX Coordinator will provide simultaneous written notice to the parties of the delay/extension and the reason(s).
3. Delivery of Copies and Notices. Except as specifically stated elsewhere in this Policy, for any document, information or material required to be delivered to a party or to a person assigned with responsibility under the Title IX Grievance Process, the manner of transmittal may be by electronic mail, regular mail or such other manner reasonably calculated to assure prompt delivery with evidence thereof (such as a commercial carrier or other receipted delivery). Hand delivery will only be permitted if made to the District official charged with the specific function under this Policy (e.g., Title IX Coordinator, Superintendent, investigator, decision maker(s), etc.). Any document required to be delivered to a minor or other non-eligible student, must also be delivered to the minor's parent/guardian. Copies should also be sent to a party's advisor if the information for the advisor has been previously communicated to the sending party. Under federal regulations, copies of the investigative evidence, as well as the investigative report, must be forwarded to a party's advisor.
4. Notice of Range of Disciplinary Sanctions and Remedial Actions Upon Final Determination of Responsibility.
 - a. Employee Respondents. "Disciplinary sanctions" against an employee respondent may include any available sanction available for the discipline of employees, up to and including dismissal or non-renewal for any other violation of Board policy,, applicable individual or collective bargaining contract, or state or federal laws or regulations.
 - b. Student Respondents. "Disciplinary sanctions" against a student may include any available discipline or sanction, up to and including expulsion, permitted by District policies, and any other District rules and procedures or student code of conduct.
 - c. Remedial Actions. Remedial actions as to a Respondent after a Title IX Sexual Harassment Final Decision, whether employee or student, may include the imposition upon a responsible respondent of any additional non-disciplinary measures appropriate to effecting a remedy for sexual harassment, and may include such measures as no-contact requirements, scheduling adjustments, removal or exclusion from extracurricular activities, class reassignments, limits on future class registrations, restrictions on access to various spaces in the school buildings,

reassignment of attendance, and similar measures fine-tuned to respond appropriately to the circumstances surrounding a successful complainant's right to access the district's program and activity. Additional remedial actions may include recommendations that a school-wide or system-wide response is needed in order to respond to the sexual harassment in a way that is not clearly unreasonable under the circumstances. In such cases, the Superintendent shall provide additional staff training, harassment prevention programs, or such other measures as determined appropriate to protect the safety of the educational environment and/or to deter sexual harassment.

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

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

1. Complainant Options. In cases of Actual Knowledge (and/OR) Reports of Sexual Harassment, the Complainant retains the option to either file a Complaint of Sexual Harassment or choose not to and instead simply receive the supportive measures, except as set forth below.
 - a. Filings by Title IX Coordinator. In cases where the Complainant does not file a Formal Complaint of Sexual Harassment, the Title IX Coordinator may nevertheless choose to sign and thus initiate a Formal Complaint of Harassment, but only if:
 - i. initiating the grievance process against the respondent is not clearly unreasonable in light of the known circumstances;
 - ii. in other cases where, in the exercise of good judgment and in consultation with the District's attorney as appropriate, the Title IX Coordinator determines that a grievance process is necessary to comply with the obligation not to be deliberately indifferent to Actual Knowledge of sexual harassment.

- iii. If the Complaint is filed by the Title IX Coordinator, he/she is not a party to the action, and the District must comply with all of the provisions of the Title IX Grievance Process relative to respondents and complainants.
 - b. Supportive Measures. The Title IX Coordinator will contact the Complainant to discuss and offer supportive measures.
 - 2. Respondent Rights. In cases where no Formal Complaint of Sexual Harassment is either filed by the Complainant or the Title IX Coordinator **no disciplinary action may be taken** against the Respondent based upon conduct that would constitute sexual harassment under this policy. Nevertheless, the Title IX Coordinator may contact the respondent to discuss, and or impose, non-disciplinary supportive measures.
 - 3. Timeliness of Formal Complaints of Sexual Harassment. Although the District will initiate the Title IX Grievance Process regardless of when the Formal Complaint of Sexual Harassment is submitted, delays in reporting may significantly impair the ability of school officials to investigate and respond to the allegations.
 - 4. Jurisdiction Over Parties. Although there is no time limit per se to filing a Formal Complaint of Sexual Harassment, Complaints may be dismissed if either the Complainant or Respondent is no longer enrolled or employed by the District.
 - 5. Manner of Filing and Content of Formal Complaints of Sexual Harassment. Formal Complaints of Sexual Harassment may be filed with the Title IX coordinator in person, by mail, or by email and must be in writing. While forms may be obtained from the Title IX Coordinator or on the District or school website, at a minimum, a Formal Complaint of Sexual Harassment must:
 - a. contain the name and address of the Complainant and the student’s parent or guardian if the complainant is a minor student;
 - b. describe the alleged sexual harassment;
 - c. request an investigation of the matter;
 - d. when filed by the Complainant be signed by the Complainant or otherwise indicate that the complainant is the person filing the complaint, or if not filed by the Complainant be signed by the Title IX Coordinator.
 - 6. Consolidation of Complaints. The District may consolidate formal complaints of allegations of sexual harassment where the allegations of sexual harassment arise out of the same facts or circumstances and the formal complaints are against more than one respondent; or by more than one complainant against one or more respondents; or by one party against the other party. When the District has consolidated formal complaints so that the grievance process involves more than one complainant or more than one respondent, references to the singular “party”, “complainant”, or “respondent” include the plural, as applicable.
- C. Notification of Formal Complaint to Parties (“Notification”)**. Upon receipt of a Formal Complaint of Sexual Harassment, the District must provide the following written notice to the parties who are known:
- 1. Notice of the District’s Title IX Grievance Process (Section IV), including any informal resolution process.

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

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

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

5. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

E. **Sexual Harassment Investigation.**

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

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

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

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

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

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

the Superintendent and the parties simultaneously, which, while applying the preponderance of the evidence standard, must include:

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

G. Dismissal of a Formal Complaint.

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

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

1. Method of Filing. Either party may appeal the Initial Determination of Responsibility or the dismissal of a Formal Complaint of Sexual Harassment (or any allegations therein) by notifying the Superintendent in writing (“written appeal”), with a copy to the Title IX Coordinator. If there are multiple determinations of responsibility, the written appeal shall specify which ones are included in the appeal.
2. Deadline for Notice of Appeal. The Notice of Appeal must be in writing and received by the Superintendent, with a copy to the Title IX Coordinator, within 10 days of either the Initial Determination of Responsibility or the written Notice of Dismissal being communicated to the parties, as appropriate.
3. Grounds For Appeal. Either party may only appeal the Initial Determination of Responsibility or the Dismissal of a Formal Complaint of Sexual Harassment (or any allegations therein) based upon one or more of the following grounds, which must be stated specifically in the party’s written appeal:
 - a. Procedural irregularity that affected the outcome of the matter;
 - b. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or

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

V. Responsible Personnel.

A. Bias or Conflicts of Interest.

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

B. Title IX Coordinator.

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

1. Notice of Title IX Coordinator Contact Information. The name or title, office address, electronic mail address, and telephone number of the employee(s) designated as the Title IX Coordinator shall be provided to the following:
 - a. all applicants for admission and employment;
 - b. parents or legal guardians of elementary and secondary school students;
 - c. employees; and
 - d. all unions or professional organizations holding collective bargaining or professional agreements with the recipient.
2. Duties of Title IX Coordinator In addition to coordinating the District’s efforts to comply with its responsibilities under this Policy, and any other duties assigned, the Title IX Coordinator shall be responsible for:
 - a. Receipt of Reports of Sexual Harassment. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.
 - i. Responding to general reports and formal complaints of sexual harassment.
 - (a). The Title IX Coordinator shall promptly contact the Complainant (or where Complainant is a minor their parent/guardian) (regardless to whether a formal complaint has been received) to discuss:
 - i. Supportive Measures: the availability of supportive measures (as defined in section II.N. above); to consider Complainant’s wishes with respect to supportive measures; to inform of the availability of supportive measures with or without the filing of a Formal Complaint of Sexual Harassment;
 - ii. Formal Complaint and explain the process for filing a Formal Complaint of Sexual Harassment.
 - ii. Signing and/or receiving Formal Complaints of Sexual Harassment and in such cases commencing the Title IX Grievance Process set out in Section IV. above;
 - iii. Coordinating the effective implementation of supportive measures; and

- iv. Coordinating the District’s efforts to comply with its responsibilities related to the Title IX Grievance Process set forth in Section IV of this policy, including any other specific duties as assigned by the Superintendent to fulfill the District’s obligations under this policy.
- 3. Conflict of Interest or Bias/Unavailability. In cases where the Title IX Coordinator is unavailable, including unavailability due to a conflict of interest or other disqualifying reason, the Superintendent shall assure that another person with the appropriate training and qualifications is appointed as acting Title IX Coordinator for that case, in such instances “Title IX Coordinator” shall include the acting Title IX Coordinators.

C. Investigators.

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

D. Decision-Makers.

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

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

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

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

- 1. All District Employees. Training of District Employees shall occur relative to mandatory reporting obligations, and any other responsibilities they may have relative to this Policy.
- 2. Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. These individuals must be trained on the following topics:
 - a. the definition of sexual harassment as contained within this Policy;

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

BARRE UNIFIED UNION SCHOOL DISTRICT

WARNING
FOR
March 2, 2021

VOTE

The legal voters of the Barre Unified Union School District who are residents of the City of Barre and the Town of Barre, are hereby notified and warned to meet at their respective polling places: Barre City residents meet at the Barre City Municipal Auditorium and Barre Town residents meet at the Barre Town Middle and Elementary School gymnasium; on Tuesday, March 2, 2021 between the hours of seven (7:00) o'clock in the forenoon (a.m.) at which time the polls will open and seven (7:00) o'clock in the afternoon (p.m.) at which time the polls will close; to vote by Australian ballot upon the following Articles of business:

ARTICLE 1

To elect a moderator for a one-year term.

ARTICLE 2

To elect a clerk for a one-year term

ARTICLE 3

To elect a treasurer for a one-year term

ARTICLE 4

To elect four members to the Barre Unified Union School District Board for the ensuing term commencing March 3, 2021 as follows:

- Two Barre Town District Directors for a term of three (3) years.
- One Barre City District Director for a term of three (3) years.
- One Barre City District Director for a term of two (2) years.

ARTICLE 5

Shall the voters of the Barre Unified Union School District approve compensation to be paid to the officers of the district as follows:

- Moderator \$100/year
- Clerk \$100/year
- Treasurer \$750/year
- Board Members \$2,500/year for each
- Board Chair \$4,000/year

ARTICLE 6

Shall the voters of the Barre Unified Union School District authorize the District to borrow money pending receipt of payments from the State Education Fund by the issuance of its notes or orders payable not later than one year from the date provided?

ARTICLE 7

Shall the voters of the Barre Unified Union School District approve the school board to expend \$50,492,954, which is the amount the school board has determined to be necessary for the ensuing fiscal year? It is estimated that this proposed budget, if approved, will result in education spending of \$15,881 per equalized pupil. This projected spending per equalized pupil is 5.59% higher than spending for the current year.

ARTICLE 8

Shall the voters of the school district approve the school board to expend \$3,331,442, which is the amount the school board has determined necessary for the support of the Central Vermont Career Center for the ensuing fiscal year?

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The legal voters and residents of Barre Unified Union School District are further warned and notified that an informational meeting will be held via Google Meet on Monday, March 1, 2021 commencing at five-thirty (5:30) in the afternoon (p.m.) for the purpose of explaining the articles to be voted on by Australian ballot.

The legal voters of Barre Unified Union School District are further notified that voter qualification, registration and absentee voting relative to said election shall be as provided in Chapters 43, 51, and 55 of Title 17, Vermont Statutes Annotated.

Adopted and approved at a meeting of the Board of School Directors of the Barre Unified Union School District held on January 14, 2021.

ATTEST:

\_\_\_\_\_  
Donna Kelty, Clerk  
Barre Unified Union School District

\_\_\_\_\_  
Paul Malone

\_\_\_\_\_  
Sonya Spaulding

\_\_\_\_\_  
Victoria Pompei

\_\_\_\_\_  
Giuliano Cecchinelli

\_\_\_\_\_  
Alice Farrell

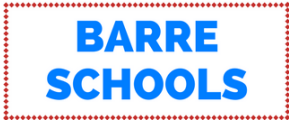
\_\_\_\_\_  
J. Guy Isabelle

\_\_\_\_\_  
Emel Cambel

\_\_\_\_\_  
Timothy Boltin

\_\_\_\_\_  
Gina Akley

Barre Unified Union School District Board of School Directors



David Wells <dwellbsu@buusd.org>

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## Barre Warning and Another Question

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Sean M. Toohey <stoohey@lynnlawwt.com>

Tue, Jan 12, 2021 at 8:04 PM

To: David Wells <dwellbsu@buusd.org>

Cc: Tina Gilbert <tgilbbsu@buusd.org>, Paul Malone <pmalone@buusd.org>

David,

On the warning, I had assumed you were going to add the dates once you had them. Honestly, I don't think you need dates for either of the two places noted. On the first, it could just state, "from the date provided" rather than having the colon. On the second, I don't know a requirement to put the date received and recorded on the warning, so you could delete that, or just leave a line instead of question marks and have it written in on the actual date received and recorded.

On the amendment issue, it is a process determined by statute – the main components of the articles (like which towns are covered what grades are served) need to be presented to the voters. Other things can be amended by the Board. I've copied the amendment statute below. That said, the timelines for nominations and creation of ballots are also set by statute, not the articles, so I don't think you can extend those. Luckily, the emergency legislation in Act 162 was suspended the need to get signatures supporting nominations. The clerk can accept names for the ballot without signatures. Also, there is a way to request waivers of deadlines from the Secretary of State's Office. I think that is the better route than trying to amend anything, but please let me know if you need anything else. Thanks,

Sean

### 16 V.S.A. § 706n

#### § 706n. Amendments to agreements reached by establishment vote, organization meeting, or final report

(a) A specific condition or agreement set forth as a distinct subsection under Article 1 of the warning required by [section 706f](#) of this chapter and adopted by the member districts at the vote held to establish the union school district, or any amendment subsequently adopted pursuant to the terms of this section, may be amended only at a special or annual union district meeting; provided that the prior approval of the State Board of Education shall be secured if the proposed amendment concerns reducing the number of grades that the union is to operate. The warning for the meeting shall contain each proposed amendment as a separate article. The vote on each proposed amendment shall be by Australian ballot. Ballots shall be counted in each member district, and the clerks of each member district shall



transmit the results of the vote in that district to the union school district clerk. Although the results shall be reported to the public by member district, an amendment is effective if approved by a majority of the electorate of the union district voting at that meeting.

(b) Any decision at the organization meeting may be amended by a majority of those present and voting at a union district meeting duly warned for that purpose.

(c) Any provision of the final report that was included in the warning required pursuant to [section 706f](#) of this chapter for the vote to form the union by reference to or incorporation of the entire report but that was not set forth as a distinct subsection under Article 1 of the warning may be amended by a simple majority vote of the union board of school directors, or by any other majority of the board as is specified for a particular matter in the report.

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**From:** David Wells <[dwellbsu@buusd.org](mailto:dwellbsu@buusd.org)>  
**Sent:** Tuesday, January 12, 2021 10:06 AM  
**To:** Sean M. Toohey <[stoohy@lynnlawvt.com](mailto:stoohy@lynnlawvt.com)>  
**Cc:** Tina Gilbert <[tgilbbsu@buusd.org](mailto:tgilbbsu@buusd.org)>; Paul Malone <[pmalone@buusd.org](mailto:pmalone@buusd.org)>  
**Subject:** Barre Warning and Another Question

Hello Sean,

I am attaching a copy of the Barre Warning for your feedback with a few notes for clarification.

I also have a question about modifying the BUUSD Articles of Agreement. There is a request from a town clerk to extend the amount of time that a statement of nomination is lodged so the clerk will have more time to draft the ballot. Basically, what would the process of amending the Articles of Agreement look like? Or, is this even governed by the Articles of Agreement? I am attaching a copy of the Articles of Agreement.

Thanks again for your help.

Sincerely,

David Wells

Superintendent

BUUSD