



## Board of Directors Meeting Agenda

<b>Team:</b>	FBCS Board of Directors	<b>Chairperson:</b>	Chris Warren
<b>Meeting Date:</b>	Dec. 15, 2020	<b>Start Time:</b>	4:30 PM
<b>Minutes:</b>	BOD Secretary –Kate McAlister	<b>Location:</b>	FBCS High School
<b>Address:</b>	615 S. Madison Ave, Sandpoint, ID 83864		

**Virtual Meeting Link:**

Dec. 15, 2020 FBCS Board Meeting  
 Tue, Dec 15, 2020 4:30 PM - 7:30 PM (PST)

**Please join my meeting from your computer, tablet or smartphone.**  
<https://global.gotomeeting.com/join/988008381>

**Call to Order @ 430 PM:** BOD Chairperson – *Chris Warren*

**ITEM**

Pledge of Allegiance Chris Warren

Approval of minutes for Oct. 20, 2020 Chris Warren

Public Comment

Financials

- Discussion: Financials Greta Warren
- Action Item: Approval of Financials

Open Business

- Presentation: Science and Elective Departments FBCS Staff
- Discussion and Action Item: Spring Ski Trip David Lien
- Action Item: Maddie Herron Van Driver Jennifer Greve
- Action Item: 2021 Graduates use of Basic Diploma Mary J. Jensen
- Discussion: COVID update and plan review Mary J. Jensen
- Action Item: ½ Face Shields Use Jennifer Greve
- Action Item: Level determinations with Vaccine Availability Mary J. Jensen
- Action Item: Policy 3085: Title IX Mary J. Jensen
- Discussion: 8000 and 9000 Series Policy Mary J. Jensen
- Discussion: Adding Board Members Chris Warren
- Action Item: Jacob Iverson as Board Member Kate McAlister

**Adjourn @ :00 PM:** BOD Chairperson Chris Warren

**Next Meeting Date and Time:**  
 Feb. 23, 2021





# Forrest M. Bird Charter Schools

Board Meeting  
 Forrest M. Bird Charter High School  
 615 S. Madison,  
 Sandpoint, ID 83864  
**Date: Oct 20, 2020**

	Board Meeting Minutes
Minutes taken by	Jennifer Greve
Board members Present	Stacey Mueller, Jim Zuberbuhler, Chris Warren
Excused Board Members	Kate McAlister
Staff present	Jennifer Greve, Mary Jensen, Greta Warren, Kenda Russell
Absent Staff	
Guests	Jacob Iverson; Kevin Smith from Hayden Ross (via Go To Meeting)
Call to Order	<p><b>Meeting called to order at 4:34pm</b> <span style="float: right;"><b>Chris Warren</b></span></p> <p>Pledge of Allegiance</p>
Minutes	<p><b>Meeting Minutes</b> <span style="float: right;"><b>Chris Warren</b></span></p> <p><b>Action Item:</b> Approval of Meeting Minutes for the meeting Sept 22, 2020</p> <p><b>Date:</b> May 5<sup>th</sup>, 2020</p> <ul style="list-style-type: none"> <li>✓ <b>Motioned – Stacey M</b></li> <li>✓ <b>2<sup>nd</sup> – Jim Z</b></li> </ul> <p><b>Approved Unanimously</b></p>

Public Comment	NA
Financials	<p><b>Discussion: Audit Presentation</b> <span style="float: right;"><b>Kevin Smith, Hayden Ross</b></span></p> <p>Kevin reviewed the audit for 2019-2020. Audit attached to .....</p> <p>Board member Jim Z asked about the relationship between PTech and FBCS, the risk/reward benefit of that relationship. Kevin Smith stated that PTech was a benefit from a 'human perspective.' From a dollar and cents perspective, PTech was completely self-sufficient because of Albertson Foundation funding. He stated that it did not place undo fiscal pressure on FBCS. Jim Z thanked Kevin and speculated that at times there were definite benefits from PTech's participation. Chris W thanked Kevin for his presentation.</p> <p>Kevin then asked to take a few moments to cover the bank statements. He reviewed how a charter school finances look different from a traditional school due to the 501c3 status of a charter. Overall, Kevin stated FBCS is in a better financial situation now compared to three</p>

years ago.

**Action Item: Approval of Audit**  
Approval of 2019-2020 Audit Report

**Chris Warren**

- ✓ Motioned – Jim Z
- ✓ 2<sup>nd</sup> – Stacey M

Unanimously Approved

**Action Item: Sept Check Detail and Acct Balances**

**Greta Warren**

Greta W reviewed the check details and account balances for the month of September. No board member had any questions.

Approval of all check details and balances

- ✓ Motioned – Stacey M
- ✓ 2<sup>nd</sup> – Jim Z

Unanimously Approved

**Discussion: CARES Update**

**Mary Jensen/Greta Warren**

Mary stated that we were able to spend all of the CARES with a December deadline. The funding went towards computers and other technological needs. Mary noted that IT Director Bill Krutz did an excellent job of finding the school and ultimately saving approximately 30K on student computers so money could be spent on different tech needs: projectors, screens, a few staff computers, etc. Kudos to Bill.

The next CARES money (part of the 99 million allocated from the state) will be spent on stipends for staff and faculty.

A new para pro was hired today and will start on Friday. The special education numbers have grown by ten. Some families are choosing to have their student in the building four days a week as is their right due IEP. This allowed some CARES money to be spent on a para pro salary.

**Informational: Special Education Disproportionality**

**Jennifer Greve/Kenda Russell**

Jennifer gave a definition of what Special Education Disproportionality. The state is stating we have many white students and many autistic students. Jim asked about the % of white population in the county. Jennifer replied that she did not have that information. Jim asked about autism. Kenda explained who falls under the autism category. LPOSD staff members, FBCS families and some counselors are recommending autistic students to us. Kenda explained about the up-tick of numbers. She believes that we had an early opening plan, families speaking well about the school. Jim asked how many new special education students. Jennifer explained 12 new special education students came into the school this year, which means 17% of our population is special education. The state understands this is a federal law; the rep (Debbie Smith). is bringing us up on a national level in order to see if there is a solution on this. Jennifer explained how we are unique with this situation. Clarification: We are in the third year of the disproportionality. If we continue, we would be mandated for 15% of sped funding for intervention services and training. Jim: What are they after? Chris explained this has to do with the profiling of students on race or disability.

**Action item: Hire of Computer Support Specialist: Skyler Kent**

**Mary Jensen**

Approval of hire

- ✓ Motioned – Jim Z
- ✓ 2<sup>nd</sup> – Stacey M

Unanimously Approved

**Action item: Board Treasurer & Secretary Positions**

**Chris Warren**

Open  
Business

	<p>Nomination &amp; acceptance of Stacey Mueller for the treasurer position.  ✓ Motioned – Jim Z  ✓ 2<sup>nd</sup> – Chris W  Unanimously Approved</p> <p><b>Discussion: Adding Board Members</b> <span style="float: right;"><b>Chris Warren</b></span>  Mary reminded the board that at last meeting it was decided that each board member would bring in another person to interview for position. Chris' person was unable to attend. Jim Z noted that he and Kate Mc have two possible individuals.</p> <p><b>Action item: Principal Stipends</b> <span style="float: right;"><b>Chris Warren</b></span>  Approval of stipends for both principals. Chris W asked Business Manager Greta Warren the actual number left. Greta noted apx \$16,000. Chris W proposed that the remainder would be 2/3 and 1/3 split between. It was noted that Charter Administrator Mary Jensen worked above and beyond over the summer to prepare the school for Covid opening. Due to this work, she will receive 2/3 of the residual. Principal Jennifer Greve would receive 1/3 of the residual.</p> <p>✓ Motioned – Stacey M  ✓ 2<sup>nd</sup> -  Unanimously Approved</p>
Policy	<p><b>Action item: 7000 Series Policy Approval</b> <span style="float: right;"><b>Mary Jensen</b></span>  Mary reviewed the few changes that needed with this series. Changes were specific to the type of accounting programs FBCS utilizes.</p> <p>Approval of this policy series  ✓ Motioned – Stacey M  ✓ 2<sup>nd</sup> – Jim Z  Unanimously Approved</p> <p><b>Discussion: 8000 Policy Series</b> <span style="float: right;"><b>Mary Jensen</b></span>  The ISBA support was not able to get us our 8000 series before this meeting. Mary reminded the board that we need to be finished with 8000 and 9000 series before the end of this school. She will ask ISBA for an extension due to Covid. FBCS has already received one extension and we are not sure if we will receive another.</p>
Executive Session	NA

Operations/ School Reports	NA
Adjournment	<p><b>Meeting adjourned at 5:47pm</b> <span style="float: right;"><b>Chris Warren</b></span>  ✓ Motion to adjourn – Jim Z  ✓ 2<sup>nd</sup> – Stacey M  Unanimously Approved</p>
Next Board Meeting	December 15, 2020 4:30 pm

Respectfully Submitted: Jennifer Greve



⏪ Reply all   ∨   🗑 Delete   ⓧ Junk   Block   ⋮

## Re: School Re-opening

Hello Mary,  
Yes, please do so!

---

**From:** Mary Jensen <maryjensen@forrestbirdcharterschool.org>  
**Sent:** Monday, December 7, 2020 2:01 PM  
**To:** Catherine Doss <catherinedoss@forrestbirdcharterschool.org>  
**Cc:** Jennifer Greve <jennifergreve@forrestbirdcharterschool.org>  
**Subject:** Re: School Re-opening

Hi Catherine!

Thank you for your feedback. Would you mind if I shared this with our school board?

Mary Jensen (Sent from my iPhone)

On Dec 7, 2020, at 1:38 PM, Catherine Doss  
<catherinedoss@forrestbirdcharterschool.org> wrote:

Dear Administrators,

I would love to see our school re-opened. I feel that the level of education is better when in person than online and the students benefit by being together. Other schools have remained open despite Bonner County being in the Red Zone. Youth are at low risk of severe Covid symptoms. Online school poses more difficulties for students, like internet accessibility, school/art supplies, and lack of class lectures and discussions. I hope to be back in the building sooner than later!

FBCS Student,  
Catherine Doss

Reply   |   Forward





**Forrest M Bird Charter School**  
**Profit & Loss Budget vs. Actual - YTD**  
**July through September 2020**

	<b>Jul - Sep 20</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
419 200 · Contributions/Donations	2,000.00			
419-920 · Miscellaneous Revenue	475.00			
431-100 · State Base Support	1,169,001.00	1,938,424.00	-769,423.00	60.31%
431-200 · State Transportation Support	0.00	70,000.00	-70,000.00	0.0%
431-800 · Benefit Apportionment	0.00	266,375.00	-266,375.00	0.0%
431-900 · Other State Support	6,978.00	236,965.00	-229,987.00	2.95%
432-100 · Driver Education Program	1,812.50	6,000.00	-4,187.50	30.21%
432-400 · Professional Technical Program	0.00	5,900.00	-5,900.00	0.0%
437-000 · Lottery/Additional State Maint.	23,171.00	19,305.00	3,866.00	120.03%
445-100 · Title I - ESEA	0.00	77,339.00	-77,339.00	0.0%
445-600 · Title VI-B IDEA	0.00	54,749.00	-54,749.00	0.0%
445-900 · Federal Revenue	0.00	44,939.00	-44,939.00	0.0%
Interest Income	438.58			
<b>Total Income</b>	<b>1,203,876.08</b>	<b>2,719,996.00</b>	<b>-1,516,119.92</b>	<b>44.26%</b>
<b>Gross Profit</b>	<b>1,203,876.08</b>	<b>2,719,996.00</b>	<b>-1,516,119.92</b>	<b>44.26%</b>
<b>Expense</b>				
<b>Teacher Salary, Tax, Benefits</b>				
515-100 · Teacher Salaries	83,330.15	1,036,222.00	-952,891.85	8.04%
515-210 · Teacher Retirement	9,949.63	121,575.71	-111,626.08	8.18%
515-220 · Teacher Social Security	5,974.66	77,900.75	-71,926.09	7.67%
515-230 · Teacher Life Insurance	105.30	1,200.00	-1,094.70	8.78%
515-240 · Teacher Health Insurance	11,624.04	162,736.56	-151,112.52	7.14%
515-270 · Teacher Workman's Comp.	6,175.00			
515-290 · Teacher Other Benefits	273.16			
521-100 · SPED Teacher Salaries	8,416.67	101,000.00	-92,583.33	8.33%
521-210 · SPED Teacher Retire	1,004.95	12,059.40	-11,054.45	8.33%
521-220 · SPED Teacher Social Sec	578.92	7,726.50	-7,147.58	7.49%
521-240 · SPED Teacher Health Ins	1,291.56	16,273.68	-14,982.12	7.94%
<b>Total Teacher Salary, Tax, Benefits</b>	<b>128,724.04</b>	<b>1,536,694.60</b>	<b>-1,407,970.56</b>	<b>8.38%</b>
<b>Teacher Supplies, Texts, Misc.</b>				
515-310 · Teacher contracted services	1,812.50	48,703.66	-46,891.16	3.72%
515-313 · Teacher Professional Develop.	1,882.00	7,000.00	-5,118.00	26.89%
515-410 · Teaching Supplies and Materials	5,346.40	26,034.10	-20,687.70	20.54%
521-310 · Teacher contracted svcs - SPED	1,390.50			
521-410 · SPED Teaching Supplies	28.45			
<b>Total Teacher Supplies, Texts, Misc.</b>	<b>10,459.85</b>	<b>81,737.76</b>	<b>-71,277.91</b>	<b>12.8%</b>
<b>Admin Salary, Tax, Benefits</b>				
641-100 · School Administration Salaries	39,089.20	310,518.00	-271,428.80	12.59%
641-210 · School Admin. Retirement	4,667.26	36,240.05	-31,572.79	12.88%
641-220 · School Admins. Social Security	2,882.55	23,219.13	-20,336.58	12.42%
641-240 · School Admin. Health Insurance	6,640.77	65,094.60	-58,453.83	10.2%
<b>Total Admin Salary, Tax, Benefits</b>	<b>53,279.78</b>	<b>435,071.78</b>	<b>-381,792.00</b>	<b>12.25%</b>

**Forrest M Bird Charter School**  
**Profit & Loss Budget vs. Actual - YTD**  
July through September 2020

	Jul - Sep 20	Budget	\$ Over Budget	% of Budget
<b>Admin Svces, Supplies, Phone</b>				
641-310 · School Admin. Professional Serv	3,620.50	15,000.00	-11,379.50	24.14%
641-322 · School Admin. Equipment Rental	1,567.69	5,400.00	-3,832.31	29.03%
641-350 · School Admin. Communications	4,029.94	16,800.00	-12,770.06	23.99%
641-390 · School Admin. Dues & Subscrip.	24,212.04	23,175.00	1,037.04	104.48%
641-395 · Public Relations	0.00	900.00	-900.00	0.0%
641-410 · School Admin. Supplies	3,186.75	48,615.49	-45,428.74	6.56%
641-455 · School Admin. Staff Meals/Party	105.29	200.00	-94.71	52.65%
641-460 · School Admin Tech Supplies	2,308.55			
<b>Total Admin Svces, Supplies, Phone</b>	<b>39,030.76</b>	<b>110,090.49</b>	<b>-71,059.73</b>	<b>35.45%</b>
<b>Bldg Mgmt Salary, Tax, Benefits</b>				
661-100 · Bldg. Management Salaries	6,898.16	64,914.00	-58,015.84	10.63%
661-210 · Building Mgmt - Retirement	808.18	7,750.73	-6,942.55	10.43%
661-220 · Bldg Mgmt SS & Unemployment	510.08	4,965.92	-4,455.84	10.27%
661-240 · Bldg Mgmt - Health Insurance	1,194.69	8,136.84	-6,942.15	14.68%
664-100 · Maintenance Building Salaries	6,683.25			
664-210 · Maintenance Buildings-Retiremen	797.97			
664-220 · Maint Bldg - SS & Unemployment	511.26			
665-100 · Maint Grounds Salary	1,333.34	8,000.00	-6,666.66	16.67%
665-210 · Maint Grounds Retirement	174.66	955.20	-780.54	18.29%
665-220 · Maint Grounds SS & Unemployment	101.99	612.00	-510.01	16.67%
<b>Total Bldg Mgmt Salary, Tax, Benefits</b>	<b>19,013.58</b>	<b>95,334.69</b>	<b>-76,321.11</b>	<b>19.94%</b>
<b>Bldg Mgt Supplies &amp; Services</b>				
661-320 · Bldg. Mgmt. Contracted Services	735.93	13,190.00	-12,454.07	5.58%
661-410 · Bldg.Mgmt.Cust.Supplies/NonC.E.	711.75	3,000.00	-2,288.25	23.73%
664-320 · Maint. Bldg.&Equip.-Contracted	0.00	4,500.00	-4,500.00	0.0%
664-410 · Maint. Bldg. & Equip.- Supplies	75.35	36,000.00	-35,924.65	0.21%
665-320 · Maint. Grounds-Contract Service	660.00	9,000.00	-8,340.00	7.33%
665-410 · Maint. Grounds-Supplies	482.65			
<b>Total Bldg Mgt Supplies &amp; Services</b>	<b>2,665.68</b>	<b>65,690.00</b>	<b>-63,024.32</b>	<b>4.06%</b>
<b>Utilities</b>				
661-331 · Bldg. Management Electricity	2,597.29	24,500.00	-21,902.71	10.6%
661-332 · Bldg. Management Sewer/Water	4,322.91	10,500.00	-6,177.09	41.17%
<b>Total Utilities</b>	<b>6,920.20</b>	<b>35,000.00</b>	<b>-28,079.80</b>	<b>19.77%</b>
<b>Transportation</b>				
681-340 · Pupil Trans.-Contract Services	15,590.40	165,000.00	-149,409.60	9.45%
<b>Total Transportation</b>	<b>15,590.40</b>	<b>165,000.00</b>	<b>-149,409.60</b>	<b>9.45%</b>
<b>Debt Service</b>				
912-620 · Debt Payments-Interest	26,484.30	105,035.55	-78,551.25	25.22%
911-610 · Debt Payments-Principal	22,359.87	90,341.13	-67,981.26	24.75%
<b>Total Debt Service</b>	<b>48,844.17</b>	<b>195,376.68</b>	<b>-146,532.51</b>	<b>25.0%</b>
<b>Total Expense</b>	<b>324,528.46</b>	<b>2,719,996.00</b>	<b>-2,395,467.54</b>	<b>11.93%</b>
<b>Net Ordinary Income</b>	<b>879,347.62</b>	<b>0.00</b>	<b>879,347.62</b>	<b>100.0%</b>
<b>Net Income</b>	<b>879,347.62</b>	<b>0.00</b>	<b>879,347.62</b>	<b>100.0%</b>

**Forrest M Bird Charter School**  
**Profit & Loss Forecast Overview - All**  
 July 2020 through June 2021

	Jul 20	Aug 20	Sep 20	Oct 20	Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	TOTAL
<b>Ordinary Income/Expense</b>													
<b>Income</b>													
419-200 Contributions/Donations			2,000.00		500.00								2,500.00
419-920 - Miscellaneous Revenue			475.00	1,050.00	218.00								1,743.00
431-100 - State Base Support		1,169,001.00			471,837.00								2,274,799.00
431-900 - Other State Support	1,350.00	7,440.50		5,661.00									250,215.00
437-000 - Lottery/Add State Maint.			23,171.00										23,171.00
445-900 - Federal Revenue		144.39	228.09	197.23	3,777.13								377,027.00
Interest Income	66.10												635.81
<b>Total Income</b>	<b>1,416.10</b>	<b>1,176,585.89</b>	<b>25,874.09</b>	<b>6,908.23</b>	<b>476,332.13</b>							<b>1,242,974.37</b>	<b>2,930,090.81</b>
<b>Expense</b>													
Teacher Salary, Tax, Benefits	67.22	6,242.12	122,414.70										128,724.04
Teacher Supplies, Texts, Misc.	-	5,838.90	4,620.95										10,459.85
Admin Salary, Tax, Benefits	-	17,082.39	36,197.39										53,279.78
Admin Svcs, Supplies, Phone	27,004.04	6,483.30	5,543.42										39,030.76
Bldg Mgmt Salary, Tax, Benefits	2,679.38	8,116.59	8,217.61										19,013.58
Bldg Mgt Supplies & Services	774.38	296.85	1,594.45										2,665.68
Conference Travel/Registration													-
Utilities	1,008.09	1,702.32	4,209.79										6,920.20
Transportation			15,590.40										15,590.40
<b>Capital - Building</b>													
Capital - Equipment													
Debt Service	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	16,281.39	195,376.68
Estimated Monthly Expenses				230,000.00	375,000.00	240,000.00	240,000.00	240,000.00	240,000.00	240,000.00	240,000.00	240,000.00	2,285,000.00
<b>Total Expense</b>	<b>47,814.50</b>	<b>62,043.86</b>	<b>214,670.10</b>	<b>246,281.39</b>	<b>391,281.39</b>	<b>256,281.39</b>	<b>256,281.39</b>	<b>256,281.39</b>	<b>256,281.39</b>	<b>256,281.39</b>	<b>256,281.39</b>	<b>256,281.39</b>	<b>2,756,060.97</b>
<b>Net Income</b>	<b>(46,398.40)</b>	<b>1,114,542.03</b>	<b>(188,796.01)</b>	<b>(239,373.16)</b>	<b>85,050.74</b>	<b>(256,281.39)</b>	<b>(256,281.39)</b>	<b>(256,281.39)</b>	<b>(256,281.39)</b>	<b>(256,281.39)</b>	<b>(256,281.39)</b>	<b>(256,281.39)</b>	<b>174,029.84</b>

Bank Balance as of 9/30

2,055,476.87    1,816,103.71    1,901,154.45    1,644,873.06    1,388,591.67    1,132,310.28    876,028.89    619,747.50    363,466.11    1,350,159.09



**Forrest M Bird Charter School**  
**Account Balances**  
**As of September 30, 2020**  
**Sep 30, 20**

**Current Assets**

**Checking/Savings**

<b>Contingency Account</b>	600,960.53
<b>Mountain West Bank</b>	123,984.89
<b>Mtn. West Flex Acct.</b>	<u>1,330,531.45</u>
<b>Total Checking/Savings</b>	2,055,476.87





## **Forrest M. Bird Charter School Opening Plan for the 2020-21 School Year**

### **CORE BELIEFS AND INTERESTS**

**Forrest M. Bird Charter School believes all public schools play a critical role in our community and as such we will abide by the following core beliefs and interests:**

- We will offer high-quality, appropriate mastery-based education, whether in the school building or online.
- We will be as consistent in as many areas of the educational experience as possible during the school year, whether in person or online.
- We will be empathetic and respectful of each individual's choices and needs.
- We will be creative and flexible in our instruction and school operations while being responsible stewards of our resources.
- We will be flexible and sustainable in our problem-solving.
- We will respect the CDC, State Board of Education and Health District guidelines and adopt practices/ procedures we can control.
- We will continue to foster the power of the teacher-student-family relationship.
- We will be compassionate as we listen to, respect, and consider input and feedback from staff, students, families and patrons.
- We will be transparent and timely in all communications with an eye toward maintaining the credibility and trust that we have worked to foster with all stakeholders.
- In pivoting to respond to the unpredictable future, we will remain firmly grounded in our core values and beliefs.
- We will provide the social and emotional services necessary to ensure our students and staff can be successful.
- We will provide our parents, students and staff with the training and tools needed to adapt to an ever-evolving educational environment.
- We will make adjustments and be flexible to the plan to what is best for FBCS staff and families as new developments occur during the school year, including changes in CDC, State, and State Board of Education recommendations.

## Secondary School Pandemic Operation Plan

### Information

This plan will navigate the reestablishment of our school where employees, students, and families feel safe and reduces the impact of COVID-19 conditions upon returning to school. The guidelines referenced in this plan are based on guidance from the Centers for Disease Control and Prevention (CDC), American Academy of Pediatrics, the State of Idaho, and the Idaho State Board of Education. While adhering to consistency, appropriate updates will be made to this plan based on information provided by CDC and applicable federal, state and local agencies. Forrest M. Bird Charter School (FBCS) also values the input provided by our families and staff while developing a workable plan for our school community.

**Level 1 – No Community Transmission: Evidence of isolated cases or limited community transmission, case investigations underway, no evidence of exposure in large communal settings, e.g. healthcare facility, school, mass gathering.**

**Level 2 – Minimal to Moderate Community Transmission: Widespread and/or sustained transmission with high likelihood or confirmed exposure within communal settings, with potential for rapid increase in suspected cases.**

**Level 3 – Substantial Community Transmission/ FBCS will move to 100% distance learning/ ROADS: Large-scale community transmission, healthcare and/or school staffing significantly impacted, multiple cases within communal settings like healthcare facilities, schools, mass gatherings, etc.**

\*\*\* Level determinations will be made in conjunction with the Panhandle Health Districts' information, as well as any state or federal determinations.

\*\*\* ROADS = Required Online Access Days for Success = Distance Learning

### 2020-21 School Schedule

Information: In order to adhere as closely as possible to social distancing mandates and to limit the student exposure to possible illnesses, FBCS buildings and classrooms can accommodate half of the student body each day. In order to adhere to social distancing guidelines for the 2020-21 school year:

- FBCS will utilize a seven-period day, which includes the thirty minute Advisory/ Advocacy period.
- All classes will meet every day.
- High school students will continue to have open lunch for Level One and Two. Only student drivers and members of the driver's household may ride in a car if used to leave for lunch.
- All students will have the opportunity to attend class twice a week on FBCS campus during Level 1 and Level 2. This will allow for students to see each of their classroom teachers twice a week; whereas the traditional block schedule with social distancing would have allowed for students to attend live class once a week.



- Middle school students will have a decreased class load with 7 periods instead of the traditional 9 classes.

Each teacher will be provided with a preparation period each day. During this time, teachers will be able to check correspondence, work with any students who are on the full-time online option, and prepare for the week.

For consistency, FBCS will be on this school schedule for the entire school year. However, FBCS may evaluate the student capacity on campus for third trimester.

### Bell Schedule

ADVO	7:55 – 8:25
1 <sup>ST</sup> Period	8:28 – 9:28
2 <sup>ND</sup> Period	9:31 – 10:31
3 <sup>RD</sup> Period	10:34 – 11:34
Lunch	11:36 – 12:06
4 <sup>TH</sup> Period	12:09 – 1:09
5 <sup>TH</sup> Period	1:12 – 2:12
6 <sup>TH</sup> Period	2:15 – 3:15

### Promoting Behaviors that Reduce Spread

- Staff and students should stay at home or will be sent home if they
  - Recently had close contact with a person with COVID-19
  - Are awaiting the test results for COVID-19
  - Have been diagnosed with COVID-19
  - Have a cough, fever of 100.4 degrees or higher, or shortness of breath or other symptoms of COVID-19
- Social Distancing
  - FBCS employees, students, parents, and visitors should practice staying approximately 6 feet away from others as feasibly as possible and should avoid physical contact with others, such as hugs, handshakes, high-fives, etc.
  - Students in classrooms will sit no less than 3 feet apart and not facing each other.
  - Traffic Flow – Taped lines on the floor will mark the walking direction throughout the school buildings and will mark areas of potential line formation to adhere to the social distancing requirement of 6 feet.
  - Ad-hoc Interactions/Gatherings – Non-essential/informal meetings and visitors without appointments at the school should be avoided.
  - Students not in the same household will sit one student per seat on the bus. Students living in the same household will sit two students per seat on the bus.

- Hand hygiene and respiratory etiquette
  - Teach and reinforce handwashing with soap for at least 20 seconds and increase monitoring to ensure adherence among students and staff. Hand washing is recommended before class, after restroom use, before eating food, and after lunchtime.
  - Provide hand sanitizer in various areas in the school, such as in classrooms and office areas.
  - Encourage covering coughs and sneezes with a tissue or into the crook of an arm. Tissues are to be placed in the garbage by the person who coughed or sneezed. After coughing or sneezing, wash hands or use hand sanitizer.
  
- Masks/ Face Shield Protections
  - Level 1 and Level 2: Masks or Face Shields required for all students and staff in school buildings and outside the school buildings. Visitors are required to wear face shields or masks in the school buildings.
  - Mask “breaks” where students and staff may take their masks off for a limited amount of time may occur outside when the 6’ social distancing guidelines occur.
  
- Temperature Checks
  - Level 1 and 2: If a temperature is at or above 100.4 degrees, students and staff are to remain home to work via online.
    - Families will check student temperatures before leaving to school.
    - Staff will check their own temperatures before arriving to work.
    - If a student or staff member feels unwell at school, a temperature check will occur. If a temperature read is at or above 100.4 degrees, the student or staff member must go home.
  - ~~Level 2: If a temperature is at or above 100.4 degrees, students and staff are to remain home to work via online.~~
    - ~~▪ Families will check student temperatures before leaving to school.~~
    - ~~▪ Staff will check their own temperatures before arriving to work.~~
    - ~~▪ Student/ staff temperature checks will occur before entering the school building. If a student or staff member feels unwell at school, a temperature check will occur. If a temperature read is at or above 100.4 degrees, the student or staff member must go home.~~
  
- FBCS will discontinue staff travel to conferences and workshops until further notice. Staff will be encouraged to participate in virtual conferences and workshops.

### **Maintaining Healthy Environments**

- Cleaning and Disinfection
  - Sanitize desks and any shared keyboards and screens.
  - Staff/ teachers will complete desk and classroom doorknobs sanitation at the end of each class period.
  - Classroom phones
    - Level One: Classroom phones will not be available for student use unless an immediate emergency occurs in the classroom. Student use phones in office areas will be sanitized multiple times throughout the school day.

- Level Two: Classroom phones and student use phones in the office areas will not be available for student use unless an immediate emergency occurs within the school building.
    - Custodial staff routinely clean highly touched surfaces throughout the day and in the evenings.
    - Bussing: Cleaning and Disinfection developing and maintaining guidelines are the responsibility of Harlows Bus Company.
      - Cleaning/ disinfecting will be done after morning and afternoon routes to allow time to dry, especially with high touch-areas such as seats, handrails, dash, steering wheel, key, switches, and gear shifts.
      - Cleaning is the responsibility of the driver.
- Shared objects
  - Students will be discouraged from sharing items.
  - Each student, middle school and high school, will be assigned their own computer and will not be allowed to share computers. Middle school students will be assigned a computer to leave at school and a computer to leave at home. High school students will be assigned one computer for school and home use.
  - Minimize sharing of high touch materials to the extent possible, such as assigning each student their own art supplies or limiting the use of supplies and equipment by one group of students at a time with cleaning and disinfecting between use.
  - Students and staff are encouraged to bring their own water bottles. They will use the bottle filling stations located in each school building. Water fountains will be turned off.
- Ventilation
  - When possible, classroom windows will be opened to allow outside air flow throughout the room.
  - Teachers are encouraged to have class outside as much as possible while maintaining social distancing guidelines.
- Classroom
  - Staff and students will be trained in the areas of physical distancing, handwashing, respiratory etiquette and mask use to mitigate exposure.
  - Student seating arrangements to account for 6 foot physical distancing when possible. When not possible, student seating arrangements are to be no less than 3 feet.
  - Turn desks to face the same direction or have students not directly facing each other.
  - Integrate good hygiene practices into instruction and classroom expectations.
  - Avoid outside food in the classroom, except for during lunch times.
- Physical Barriers and Guides
  - Physical barriers, such as sneeze guards and partitions, are installed around the office front desk areas.
  - A physical barrier and a separate work space will be provided for the speech therapist.
  - Hallways will have floor markings to indicate one way direction of movement.
  - Physical guide signs promoting everyday protective measures and describing how to stop the spread of illness will be posted in highly visible locations throughout the school.
- Communal Spaces
  - Staff rooms
    - Level 1: Limited occupation up to three staff members.

- Level 2: Limited occupation up to two staff members with no seating availability.
  - Equipment
    - Routine sanitization of equipment, such as copy machines, telephones, refrigerator handles, microwaves, etc. will be done throughout the workday as well as at night by custodial staff.
    - The staff member using the equipment will sanitize the items after each use.
    - Microwaves will not be available for student use.
  - Conference Rooms
    - Conference rooms will be closed for student work spaces.
    - Conference rooms will be the designated sick areas of the school.
    - Level 1: Live meetings with small groups of people while maintaining social distancing. An option of meeting virtually will be offered.
    - Level 2: Meetings are encouraged to occur virtually with the use of Canvas Conferencing, Zoom, or Go-To-Meeting. If meetings are held live, all members of the meeting must consent to meet in live sessions while maintaining social distancing.
    - Level 3: All meetings are required to use Canvas Conferencing, Zoom or Go-to-Meeting as a virtual option including employees in the office or school.
  - No new Facility Use Agreements with outside entities.
  - No use of lockers
- Restrooms
  - Maximize capacity for rest rooms while allowing appropriate social distancing.
  - Post signs indicating capacity limits and hygiene etiquette.
  - With the permission of the teacher, one student at a time may leave the room to use the restroom.
  - Students may use the restroom during class time only if absolutely necessary or indicated in an IEP or 504 plan. If necessary, teachers may coordinate class restroom breaks.
- Food Service
  - Students will bring their own meals and snacks which require no “heating up”. Microwaves and refrigerators will not be available for student use. Students should not share food or utensils.
  - School-provided food will be individually wrapped and will use disposable food service items.
  - All school-provided food service items are handled with gloves and washed with dish soap and hot water in a dishwasher. Individuals will wash their hands after removing their gloves.
  - Lunches will be taken in students’ third period classrooms or outside of the building. High school students may leave campus for lunch.

### **Maintain Healthy Operations**

- Protections for Staff and Students at Higher Risk for Severe Illness from COVID-19
  - Families may have their students work virtually for their FBCS educational experience. Full time students may be required to take IDLA classes as full-time online students.

- Staff may request to work virtually for health reasons.
- Students and staff entering an area of an area of a staff member requesting the use of masks/face shields will wear masks/face shields.
- Regulatory Awareness
  - Be aware of local, state and federal regulatory guidelines and policies related to group gatherings to determine if events can be held or for any changes to guidelines and policies.
- Gatherings, Visitors, Field Trips
  - Cancellation of all live events, ~~after school clubs~~ and field trips for Trimester One and Trimester Two. Consideration of having live events and field trips for Trimester Three will occur towards the conclusion of Trimester 2.
  - Pursue virtual activities and events in lieu of field trips, school assemblies, special performances, school-wide parent meetings, etc.
  - Post *Stop The Spread* signs at entry points to school and in highly visible areas.
  - Limit visitors to parents, by-appointment visitors, and critically important visitors on campus.
    - Level 1: All visitors are encouraged to make appointments. Each school building will limit the number of non-appointment visitor into the building.
    - Level 2: All visitors are required to make appointments to enter the building.
  - Discourage gathering in areas such as the bus lane, restrooms, breaks, lockers, hallways, lunch, before and after school
- Scheduling/ Grading/ Discipline
  - Schedule students in a six period day where periods meet for approximately 60 minutes every day. A 30-minute advocacy/ advisory period will also be in the morning each day.
  - Each teacher will have a prep period each day in order to work with any online students, communicate with parents, and complete preparations for teaching.
  - The number of students per classroom will be limited to 10 unless the room can accommodate larger numbers while maintaining as close as possible social distancing guidelines, such as the Middle School Multipurpose Classroom or the High School commons areas.
  - Every Friday will be ROADS.
    - Level 1: Students and families may make appointment with individual staff members to meet live in the afternoons. Students and families are encouraged to meet virtually with staff if possible. If meeting live, staff is to meet with one student/family at one time.
    - Level 2: Students and families may make appointments to meet with individual staff members virtually only. The school buildings will be closed to visitors to all allow for additional cleaning and airing of the buildings/ classrooms.
  - Grading: Students will earn the letter grade A, B, or C. No “pass” grades will be given.
  - Discipline
    - Due to limited space, prolonged In-School Suspensions (ISS) will be suspended until further notice. Instead of ISS, students will be required to have Out of School Suspension (OSS) and will continue working on school work during this time.
    - Students who do not comply to the reopening plan expectations will move to full-time distance learning for a determined amount of time.
- Communication Systems

- Hygiene etiquette, physical distancing, symptoms of COVID-19 and when to stay home due to illness education will be provided to staff, students and families.
- Provide consistent and regular communications to families, staff, students, school board and community through school website, email, social media sites (Facebook and Instagram) and mailings.
- Request staff and families to self-report to the school if showing symptoms of COVID-19, receiving a positive test for COVID-19 or being exposed to someone with COVID-19 within the last 14 days.
- Designated COVID-19 Point of Contact
  - Middle School office (Maddie Heron or Jennifer Greve)
  - High School Office (Christi Burns or Mary Jensen)
- Leave (Time-off) Policies and Excused Absence Policies
  - If a student turns in required daily assignments while online, they will not be marked as absent. Regular student attendance for brick and mortar attendance will be taken by the teacher.
  - Staff sick leave policy
    - Each staff member will have an additional 80 hours of sick leave when the sick leave relates directly to COVID-19.
    - Sick leave will not be taken if a staff member can successfully fulfill their duties working from home.
- Back-up Staffing Plan
  - If 15% or more of the teaching staff is unable to be brick and mortar teaching, FBCS will revert to ROADS.
- Staff Training
  - Additional staff training will be allocated to promote and share dynamic and effective online teaching practices.
  - Staff will collaborate to share ideas and practices to enhance online teaching practices.

### **When Someone Gets Sick, Regardless of Community Transmission**

- Becoming sick while at school
  - If a person becomes sick during the course of the school day, that person will be required to go home.
  - Sick Rooms
    - Conference rooms are designated as the sick room while a student waits to be picked up by an approved family member.
    - Additional rooms may be designated as sick rooms if the conference room is not available due to cleaning and disinfecting.
    - Sick rooms will be disinfected after each student. If possible, the sick room will not be used for 24 hours after disinfecting.
- Direct Exposure to someone diagnosed with COVID19
  - If you or someone you've been in contact with has been exposed to the virus, our first concern is for your health and safety and those around you. In this rapidly changing situation, healthcare providers should have the most up-to-date information from the CDC.
  - Please do the following:
    - Quarantine yourself in a specific room away from others in your home.

- Contact the following (in order of priority), let them know you have been exposed to COVID19, then follow their instructions. 1) Your health care provider; 2) the school's designated contact for COVID19 cases.
- School-Confirmed Case in School, Regardless of Community Transmission
  - Initial short-term distance learning/ ROADS of no less than three days allows time for the local health officials to gain a better understanding of the COVID-19 situation impacting the school. This allows the local health officials to help the school determine appropriate next steps, including whether an extended dismissal duration is needed to stop or slow further spread of COVID-19.
  - Local health officials' recommendations for the scope and duration of school distance learning/ ROADS will be made on a case-by-case basis.
  - During school distance learning/ ROADS, school facilities will be disinfected according to CDC and local public health officials' guidance.
- Return to school/ work after being diagnosed with COVID19
  - Return to school may occur once all 3 criteria are met:
    - At least 3 days (72 hours) have passed since recovery (no fever without the use of fever-reducing medications); and
    - Improved respiratory symptoms, such as cough, shortness of breath, etc; and
    - At least 7 days have passed since symptoms first occurred.
  - If COVID19 symptoms appear and do not get evaluated by a medical professional or if not tested for COVID19, it is assumed you may have COVID19 and may not to return to school/ work until the 3 criteria are met.
- Isolate and Transport Those Who are Sick
  - Students who have a fever of more 100.4 degrees or show symptoms of COVID-19 while in school will be placed in a designated area until a designated family member may pick them up from school.
  - Staff members who have a fever of more than 100.4 degrees or show symptoms of COVID-19 must leave the school campus.
- Clean and Disinfect
  - Designated sick rooms will be disinfected after the student is sent home.
  - Windows, if possible, to the room will be open to allow for the room to "air out."
  - If a positive COVID-19 student, staff member or visitor has been in the school building, the school will go to ROADS for at least three days for cleaning.
    - Staff members, including teachers, who are cleaning and disinfecting the school will wear appropriate PPE, such as masks and gloves.
- Notify Health Officials and Close Contacts in the event of a student, staff, or visitors have a positive COVID-19 test. If a student, staff or visitor who have been in the school building is diagnosed with COVID, FBCS will work with Health Officials to determine length of school closure, which will be no less than three days.

**Families Opting to Continue Distance Learning OR FBCS going to a Level 3**

- Opting to continue distance learning
  - Families have the right to continue online learning for their students when FBCS is at Level One or Level Two
  - Distance learning may include packets, Canvas and/or IDLA. FBCS will work with families to determine what will best for the student.

- Packet Preparation
  - In the event a distance learning family has no access to the internet, packets will be prepared. Whenever possible, packets will be developed and placed on an USB drive (AKA thumb drive). Thumb drives and materials will be compatible with student-issued laptops.
  - A student's advisory/ advocacy teacher will be the lead person in packet creation, distribution and retrieval of the packet. The student's advisory/ advocacy teacher will work with the student's classroom teachers to create a packet. Once the packet is complete, the advisory/ advocacy teacher will give the packet to the office for distribution.
- Receiving and returning of student work
  - All online work and instruction will be found and turned in on the FBCS Canvas page or via the IDLA classes learning platforms (for students taking IDLA classes).
  - Packets: When necessary for a student, electronic packets will be made and will be placed on USB drives. Families are responsible to pick up the USB drives and deliver the work back to the school. If families have difficulties in retrieving and delivering work, the family will work with FBCS administration or advisory/ advocacy teacher to develop a receiving/ retrieval plan.
    - Level 1 and Level 2: Families opting to do online learning: If a packet is necessary, the family will work with FBCS administration or advisory/ advocacy teacher to develop a receiving/ retrieval plan.
    - Level 3: In the event FBCS must go to Level 3 and a student requires a USB drive packet, the student/ family will inform the school and advocacy/ advisory teacher. The instructions to receive packets or return student work will be communicated to families who indicate USB packets are necessary.
    - In the event a family member needs to drop off the packet, FBCS will establish a drop-off location in the foyer entrance of each school building. A clearly marked bin will be used for families to drop off assignments. Assignments/ thumb drives should be clearly marked with the student's name.
    - Families should adhere to the 6 foot social distancing while at the drop off. Families should retrieve or drop off packets if symptomatic.

Resources:

1. Anderson, Julian and Hull Law Firm
2. American Academy of Pediatrics: <https://services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-planning-considerations-return-to-in-person-education-in-schools/>
3. CDC Considerations for Schools: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/schools.html>
4. Families First Coronavirus Response Act: <https://www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave>
5. Forrest M. Bird Charter School Family Input Surveys
6. Forrest M. Bird Charter School Staff Input Sessions
7. Idaho Board of Education: <https://boardofed.idaho.gov/wp-content/uploads/2020/07/BackToSchool0709-02.pdf>



8. Idaho Counties Rick Management Program
9. Panhandle Health District: <https://panhandlehealthdistrict.org/covid-19/>



Title IX Sexual Harassment Grievance Procedure, Requirements, and Definitions

Scope of Procedure

This Title IX Grievance Process applies to all members of Forrest M. Bird Charter School community, including students, employees, and Board members as well as Charter School patrons, guests, visitors, volunteers, and invitees.

Purpose of This Policy and Procedure

Forrest M. Bird Charter School is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, which are free from sex and gender-based harassment, discrimination, and retaliation. Accordingly, the Charter School prohibits harassment and discrimination on the basis of sex, sexual orientation, gender, gender identity, and pregnancy, as well as retaliation against individuals who report allegations of sex and gender-based harassment and discrimination, file a formal complaint, or participate in a grievance process.

Students, employees, or other members of the Charter School community who believe that they have been subjected to sex or gender-based harassment, discrimination, or retaliation should report the incident to the Title IX Coordinator, who will provide information about supportive measures and the applicable grievance procedure. Violations of this Charter School procedure or its related policy may result in discipline to either students or employees.

Guiding Principles

Title IX requires school Charter Schools to put into place policies and procedures that promote the goal of Title IX, specifically, to prohibit discrimination based on sex, and to respond appropriately if and when sex discrimination occurs or may occur. Title IX explains that when an appropriate official at the Charter School has “actual knowledge” of “sexual harassment” of a student or employee that occurs in one of its educational programs or activities, the Charter School must respond promptly and in a manner that is not “deliberately indifferent.” This standard does not require a perfect response; rather, it requires a response that is not “clearly unreasonable” in light of the known circumstances over which the Charter School exercises control.

Grievance Procedure

**1. Receipt of a Complaint, Report, or Information Alleging Sexual Harassment**

Upon receipt of a complaint or report (whether verbal or written) of possible sexual harassment, the Charter School shall first determine whether to initiate a formal or informal

response. Thus, any and all complaints, reports, or information received by any Charter School employee that sexual harassment is occurring or has occurred shall be immediately forwarded to the Charter School's Title IX Coordinator or other designated employee for review and action as appropriate.

The Title IX Coordinator (Coordinator) shall promptly contact the complainant or reporting party and discuss with them the availability of supportive measures, and will consider the complainant's wishes with respect to the provision of supportive measures. The Coordinator shall explain the availability of these measures to the complainant with or without the filing of a "formal complaint." During this initial meeting, the Coordinator or designee shall explain to the complainant the process for filing a written formal complaint, and shall provide assistance to the complainant to ensure the written formal complaint is properly prepared and submitted.

*Emergency Removal (of students):* Nothing in this procedure prevents the Charter School from removing a respondent from a Charter School education program or activity on an emergency basis, provided that an individualized safety and risk analysis is performed by the Coordinator and Executive Director who determine that an immediate threat to the physical health or safety of any student or other individual arise from the allegations of sexual harassment that justify removal. The Coordinator and Executive Director shall provide 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 and requirements under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

*Administrative Leave (of employees).* Nothing in this procedure precludes the Charter School from placing a non-student employee respondent on administrative leave during the pendency of a grievance investigation under this procedure. Notwithstanding the above, prior to placing an employee respondent on administrative leave, the Coordinator or designee shall ensure any rights provided by Section 504 of the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act are not impaired or violated.

## **2. Providing Supportive Measures**

If an informal complaint is filed, (for instance, because the complainant does not wish to file a written formal complaint,) as well as during the pendency of the investigation and the decision concluding a formal complaint, the following supportive measures may be implemented to restore or preserve the complainant's access to the Charter School's educational programs without unreasonably burdening the other party (also referred to herein as respondent).

Supportive measures may include actions taken to protect the safety of all parties or the Charter School's educational environment, or which otherwise deter sexual harassment from occurring in the future. Additional supportive measures may include, but are not limited to: counseling, the availability of a safe place or person in the event complainant feels threatened or uncomfortable, extensions of deadlines or other course-related adjustments, modifications

of work or class schedules, escort services at school, mutual restriction of contact between the parties, changes in work locations, leaves of absence, increased security and/or monitoring of locations where prohibited conduct has occurred or may occur in the future, as well as additional measures to protect the complainant, provided the supportive measures initiated are not punitive to the respondent.

### **3. Filing a Written Formal Complaint**

Upon receipt of a written formal complaint, the Coordinator or designee is required to provide written notice to all known complainants and respondents of the allegations and the resulting investigation.

- A. General Notice Requirements: The notice will include the Charter School's Title IX grievance process as well as information regarding the Charter School's informal resolution process.
- B. Specific Notice Requirements: The written notice shall include the following information:
  - i. Information describing the alleged conduct potentially constituting sexual harassment, including sufficient details known at the time the notice is prepared to allow the parties to prepare a response prior to the investigator's initial interview, and shall be delivered to the parties in enough time to allow their preparation for the initial interview.
  - ii. Sufficient details include but are not limited to the identities of the parties involved, the conduct allegedly constituting sexual harassment, the date(s), and location(s) of the incident(s).
  - iii. A statement that the respondent is presumed to not be responsible for the alleged conduct, and that a determination of responsibility will not be made until the conclusion of the grievance process.
  - iv. A statement informing the parties that they are entitled to have an advisor or representative of their choosing who may be, though is not required to be, an attorney, and that the advisor is authorized to review all evidence submitted in the matter.
  - v. The notice must inform the parties that Charter School policy and procedure prohibit knowingly making false statements or knowingly submitting false information to the investigator or at any other time during the grievance process.
  - vi. The notice must warn the parties that retaliation is prohibited. Accordingly, the parties must be informed that no Charter School employee or other person may intimidate, threaten, coerce, or discriminate against any individual for the

purpose of interfering with any right or privilege secured by Title IX or this procedure, 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 under this procedure. Retaliation includes circumstances where intimidation, threats, coercion, or discrimination are made for the purpose of interfering with any right or privilege secured by Title IX or this procedure. This includes threatening charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment. The Charter School shall keep confidential the identity of:

- a. Any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment;
- b. Any complainant;
- c. Any individual who has been reported to be the perpetrator of sex discrimination;
- d. Any respondent; and
- e. Any witness

except:

- a. As may be permitted by FERPA ( 20 U.S.C. § 1232g) or a FERPA regulation (34 CFR Part 99);
- b. As required by law; or
- c. To carry out the purposes of this procedure, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

Complaints alleging retaliation may be filed as an additional charge or counter-charge under these procedures.

- C. Additional Charges: If, during the course of the investigation, it is determined based on the information gathered that additional allegations or charges are warranted, an amended notice shall be prepared and submitted to the parties including the new allegations and charges as appropriate.
- D. Consolidation: The Coordinator may consolidate two or more formal complaints into a single action provided that the allegations of sexual harassment and retaliation arise out of a common set of facts or circumstances and if in the course of an investigation, it is determined that:
  - i. There is more than one respondent and/or more than one complainant; or

- ii. There are cross-complaints, or additional complaints raised by the original complainant against the original respondent (such as retaliation), or by the respondent against any other party.

#### 4. Conduct of the Investigation, Informal Resolution

In the course of their investigation, the Charter School's Coordinator and designees shall comply with the following requirements.

##### *Investigation*

- A. **Burden of Investigation:** The burden of gathering evidence sufficient to make a determination of responsibility is the responsibility of the Charter School's investigator(s) and not the parties. However, the Charter School's investigator is not authorized to access a party's records that are made or maintained by a health care provider such as a physician, psychiatrist, psychologist, or other recognized health care provider, if the record was made in the course of providing treatment to the party, unless and until written consent from an authorized person is provided to obtain such privileged records for purposes of investigating and resolving the allegations of the formal complaint.
- B. **Evidence Offered by Parties:** The parties shall be provided an equal opportunity to call witnesses, including fact and expert witnesses, as well as other inculpatory and exculpatory evidence.
- C. **No Restrictions:** The ability of the parties to discuss the allegations under investigation or to gather and present evidence shall not be restricted.
- D. **Equal Representation Rights:** All parties shall have the same opportunity to have others present, or to be represented by the advisor of their choice throughout the grievance process, including attendance at related meetings or proceedings. If the Charter School limits access to representation in any way at any time during the proceedings, such limitation shall be equally applied to all parties in the same manner. Access to representation may be limited only where a party is already represented as authorized by this procedure, and the additional representation will unduly increase the cost to the parties, and/or will not otherwise serve to significantly promote a legitimate purpose under this procedure.
- E. **Notice of Interviews and Hearings:** Adequate notice of the purpose, date, time, place, and the identities of all participants involved shall be provided to any party whose participation at a hearing, interview, or meeting is invited or expected, and allowing sufficient time for the party to prepare and fairly participate.
- F. **Evidentiary Considerations:** The investigation shall not consider:

- i. Incidents not directly related to the possible violation, unless they evidence a pattern;
  - ii. The character of the parties; or
  - iii. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- G. Right to Inspect Evidence: All parties shall be provided equal access to inspect and review any or all evidence gathered during the investigation related to the allegations of the formal complaint, whether or not relied upon or referred to in the investigator's report. This will ensure that the parties can respond to the evidence prior to the conclusion of the investigation. Prior to completion of the investigation report, the investigator shall provide the parties and their respective advisors, when advisors are identified, a secured electronic or hard copy of the evidence subject to inspection. The parties must have at least ten school days to submit a written response which the investigator shall consider prior to completion of the investigative report. All such evidence shall be made available to all parties at any hearing to give the parties equal opportunity to refer to such evidence during the hearing, including cross-examination of adult parties.
- H. Investigative Report: At least ten school days prior to a hearing, or other time of determination regarding responsibility, the investigator shall send to all parties and their advisors, if any, by electronic format or hard copy, a copy of the investigative report for the parties' review and written response. The parties' responses shall be made part of the record.

*Informal Resolution:* The informal resolution process may include mediation, or other meeting of the parties that does not involve a full investigation and adjudication of the complaint. The Charter School may **not** require the parties to participate in an informal resolution process. Informal resolution is available **only** if a written formal complaint was submitted to the Coordinator. If these conditions are satisfied, then at any time during the course of an investigation, but prior to the time of the Decision-Maker's final determination of responsibility, the parties may request the Coordinator to initiate the informal resolution process. In so doing, the Coordinator is required to comply with the following:

- A. Provide the parties with written notice informing them of the allegations at issue and the requirements of the resolution process. These requirements include the fact that a written agreement signed by the parties that resolves the allegations at issue will preclude the parties from resuming the formal complaint process that arose from the same allegations. The parties will also be informed that at any time prior to reaching a resolution, any party has the right to withdraw from the informal resolution process



and resume the grievance process with respect to the formal complaint, and will be notified that the records submitted or discussed during the informal process will be maintained by the Charter School as part of the record, and may be used by the Decision-Maker to determine responsibility.

- B. Require the parties submit voluntary, written consent to participate in the informal resolution process.
- C. Ensure that the informal resolution process is **not** made available to resolve allegations that an employee sexually harassed a student.
- D. An informal resolution, signed and agreed to by the parties thereto, is not appealable.

*Dismissal of a Formal Complaint:* A written formal complaint may be dismissed by the Coordinator under any of the following circumstances, and prior to a finding of responsibility:

- A. After investigating the allegations of the written formal complaint, dismissal is required if:
  - i. The Coordinator or designee determines that the conduct alleged in the complaint, even if proven, would not constitute sexual harassment as defined herein; or
  - ii. The alleged conduct did not occur in a Charter School education program or activity; or
  - iii. The alleged conduct did not occur against a person in the United States.

Dismissal of the Title IX formal complaint, however, does not preclude action under another provision of the Charter School's Code of Conduct or other Charter School Policy.

- B. If the Complainant notifies the Coordinator in writing that he or she would like to withdraw the formal complaint or any allegations contained therein.
- C. If the respondent is no longer enrolled or employed by the Charter School.
- D. If specific circumstances exist which prevent the investigator from gathering evidence sufficient to reach a determination regarding the merits of the formal complaint or allegations therein.

Upon dismissing a formal complaint, the Coordinator shall simultaneously inform the parties in writing that the complaint has been dismissed, and shall identify the reason(s) for the dismissal. This decision may be appealed in accordance the Appeals portion of this procedure, below.

## **5. Decision-Maker's Participation**

If the matter is not dismissed for one of the reasons set forth above and is not resolved by the parties through the informal resolution process then, (following completion of the investigation, including issuance of the investigator's final investigation report,) the matter shall be submitted to the Decision-Maker for review and issuance of a determination of responsibility. The Decision-Maker cannot make a determination regarding responsibility until ten school days after the date the final investigation report is transmitted to the parties and the Decision-Maker, unless all parties and the Decision-Maker agree to an expedited timeline.

The Coordinator shall designate a single Decision-Maker and inform the parties and their advisors.

The Decision-Maker(s) may not have had any previous involvement with the investigation. Those who have served as investigators in the investigation cannot serve as Decision-Makers. Those who are serving as advisors for any party cannot serve as Decision-Makers in that matter. The Coordinator is also prohibited from serving as a Decision-Maker in the matter.

All objections to any Decision-Maker must be raised in writing. Any written objection must detail the rationale for the objection and must be submitted to the Coordinator no later than two school days after being notified of the Decision-Maker's identity. Decision-Makers shall not be removed unless the Coordinator concludes that the Decision-Maker's bias or conflict of interest precludes a fair and impartial consideration of the evidence.

The Coordinator shall give the Decision-Maker(s) a list of the names of all parties, witnesses, and advisors. Upon review thereof, if any Decision-Maker believes they cannot make an objective determination, they must recuse themselves from the proceedings. If a Decision-Maker is unsure whether a bias or conflict of interest exists, they shall immediately disclose their concern(s) to the Coordinator and simultaneously inform the parties and their advisors.

No less than ten business days prior to any meeting or the decision-making phase of the process, the Coordinator or the Decision-Maker shall send notice to all parties. Once mailed, emailed, or received in-person, Notice will be presumptively delivered.

The Notice shall contain the following:

- A. A description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable procedures, and a statement of the potential sanctions that could result.
- B. The time, date, and location of any meeting.
- C. Any technology that will be used to facilitate the meeting.
- D. The name and contact information of the Decision-Maker, along with an invitation to object to any Decision-Maker on the basis of demonstrated bias. Such objections must be raised with the Coordinator at least two school days prior to the meeting.
- E. Information on whether the meeting will be recorded and, if so, information on access to the recording for the parties after the meeting.

- F. If any party does not appear at the scheduled meeting, the meeting will only be rescheduled for reasons due to an emergency.
- G. Notification that the parties may have the assistance of an advisor of their choosing at the meeting.
- H. A copy of all the materials provided to the Decision-Maker(s) about the matter.
- I. An invitation for the parties to review and submit a written response to the final investigation report within five school days of the date of the notice.
- J. An invitation to each party to submit to the Decision-Maker any written, relevant questions they want the Decision-Maker to ask of any other party or witness within five school days of the date of the notice.
- K. An invitation to each party to submit to the Decision-Maker an impact statement, pre-meeting, that the Decision-Maker will review during any sanction determination.
- L. An invitation to contact the Coordinator to arrange any disability accommodations, language assistance, and/or interpretation services that may be needed at any meeting or in the decision-making process, at least five school days prior to the meeting/final determination.
- M. Whether parties can or cannot bring mobile phones or devices into the meeting.

Meetings for possible violations that occur near or after the end of a school year, assuming the respondent is still subject to Policy 3085 and Procedure 3085P, and are unable to be resolved prior to the end of the school year will typically be held as soon as possible given the availability of the parties, but no later than immediately upon the start of the following school year. The Charter School will implement appropriate supportive measures intended to correct and remediate any hostile environment while the resolution is delayed.

- A. **Evidentiary Consideration by the Decision-Maker:** Whether at a hearing or through an exchange of questions, only relevant, credible evidence will be admitted into evidence and considered by the Decision-Maker. Any evidence that the Decision-Maker(s) determine(s) is relevant and credible may be considered. The Decision-Maker will not consider:
  - i. Incidents not directly related to the possible violation, unless they evidence a pattern;
  - ii. The character of the parties; or
  - iii. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Previous disciplinary action of any kind involving the respondent may be considered in determining an appropriate sanction upon a determination of responsibility. This

information may only be considered at the sanction stage of the process and cannot be shared with the Decision-Maker until that time.

The parties may each submit a written impact statement for the consideration of the Decision-Maker(s) at the sanction stage of the process when a determination of responsibility is reached.

- B. Hearing Procedure and Exchange of Questions Procedure:** At the time the matter is referred to the Decision-Maker(s), the Coordinator shall determine, based on the parties involved and the circumstances of the alleged sexual harassment, whether to hold a hearing or to initiate an exchange of questions procedure, and shall so inform all parties and their advisors. Both of these decision-making procedures are discussed below. Upon their selection, the Decision-Maker(s) shall review the evidence and issue a determination of responsibility based on the following circumstances and procedures.
- C. Exchange of Questions Procedure:** Where a party involved is an elementary student, or where the Coordinator otherwise determines that a hearing is not appropriate under the circumstances, the Coordinator will initiate the Exchange of Questions Procedure, which provide as follows.

After the Coordinator or designee has submitted the investigative report to the parties pursuant to this procedure and before reaching a determination regarding responsibility, the Decision-Maker(s) shall provide each party an opportunity to submit written, relevant questions that party desires to ask of any party or witness, and shall subsequently provide each party with the answers. The Decision-Maker will also allow for additional, limited follow-up questions from each party to the other, and provide both with complete copies of the answers. Upon receipt of the proposed questions, the Decision-Maker will review the proposed questions and determine which questions will be permitted, disallowed, or rephrased. The Decision-Maker shall limit or disallow any questions that are irrelevant, repetitive (and thus irrelevant), or abusive. The Decision-Maker shall have full authority to decide all issues related to questioning and determinations of relevance. The Decision-Maker may ask a party to explain why a question is or is not relevant from their perspective. The Decision-Maker shall explain any decision to exclude a question as not relevant or to reframe it for relevance. Whether a hearing is held or not, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant:

- i. 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
- ii. If the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. This basis for asking questions or presenting evidence shall not be

allowed if the respondent is an adult, non-student employee, because consent is not a recognized defense in cases where the complainant is a student and the respondent is an employee.

The Decision-Maker, after any necessary consultation with the parties, investigator(s), and/or Coordinator, shall provide the parties and witnesses with:

- i. The relevant written questions to be answered; and
- ii. A deadline for the parties and witnesses to submit written responses to the questions and any appropriate follow-up questions or comments by the parties.

The exchange of questions and responses by the parties and witnesses shall be concluded within five school days.

- D. Hearing procedure:** Where both parties are adult employees, or a mature secondary school student, the Coordinator may initiate the live Hearing Procedure. If either party, however, objects and requests the Exchange of Questions Procedure, then the Exchange of Questions procedure shall be followed by the Decision-Maker(s). The Hearing Procedure shall include the following:

At the live hearing, the decision maker(s) must permit each party's advisor to ask the other party and any witnesses all relevant questions and follow-up questions, including those challenging credibility. Such cross-examination at the live hearing must be conducted directly, orally, and in real time by the party's advisor of choice and never by a party personally, notwithstanding the discretion of the Charter School to restrict the extent to which advisors may participate in the proceedings, as long as the restrictions apply equally to all parties. At the request of either party, the Charter School must provide for the live hearing to occur with the parties located in separate rooms with technology enabling the decision-maker(s) and parties to simultaneously see and hear the party or the witness answering questions. Only relevant cross-examination and other relevant questions may be asked of a party or witness. Before a complainant, respondent, or witness answers a cross-examination or other question, the decision-maker(s) must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. If a party does not have an advisor present at the live hearing, the Charter School shall provide without fee or charge to that party, an advisor of the Charter School's choice to conduct cross-examination on behalf of that party. The advisor may be, but is not required to be, an attorney.

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless:

- i. 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

- ii. If the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

In cases where both parties are 18 or older, if a party or witness does not submit to cross-examination at the live hearing, the Decision-Maker(s) is prohibited from relying on any statement of that party or witness in reaching a determination regarding responsibility. However, that the Decision-Maker(s) cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions. Live hearings pursuant to this paragraph may be conducted with all parties physically present in the same geographic location or, at the Charter School's discretion, any or all parties, witnesses, and other participants may appear at the live hearing virtually, with technology enabling participants to simultaneously see and hear each other. The Charter School shall create an audio or audiovisual recording, or transcript, of any live hearing and make it available to the parties for inspection and review.

At the hearing, the Decision-Maker shall have the authority to hear and make determinations on all allegations of Title IX sexual harassment and may also hear and make determinations on any additional alleged violations of policy or procedure that have occurred in concert with the Title IX sexual harassment, even though those collateral allegations may not specifically fall within the definition of sexual harassment set for in these procedures.

Any witness scheduled to testify before the Decision-Maker must have been first interviewed by the investigator(s) or have proffered a written statement or answered written questions, unless all parties and the Decision-Maker agree to the witness's participation.

If the parties and Decision-Maker do not agree to the admission of evidence newly offered at the hearing, the Decision-Maker may delay the meeting and instruct that the investigation needs to be re-opened to consider that evidence.

If the parties raise an issue of bias or conflict of interest of an investigator or Decision-Maker at the hearing, the Decision-Maker may elect to address those issues, consult with legal counsel, and/or refer them to the Coordinator, and/or preserve them for appeal. If bias is not in issue during the hearing, the Decision-Maker shall not permit irrelevant questions regarding bias.

## **6. Decision Making Process and Determination Requirements**

Following its review of the evidence submitted by the investigator and the parties, the Decision-Maker, (who cannot be the Coordinator) shall issue a written determination of responsibility. To reach this determination, the Charter School's burden of proof clear and

convincing evidence—must be described, and the burden satisfied, before the respondent can be found responsible for sexual harassment in violation of Title IX.

The written determination of responsibility shall include the following information:

- A. Identification of the allegations potentially constituting sexual harassment in violation of Title IX.
- B. A description of the procedural steps taken from receipt of the written formal complaint through the determination, including notifications to the parties, interviews of the parties and witnesses, site visits, methods used to obtain other evidence, and hearings used.
- C. Findings of fact supporting the determination.
- D. Conclusions regarding application of the Charter School's code of conduct to the facts.
- E. A statement of and rationale for the determination as to each allegation, including any determination regarding responsibility, any disciplinary action to be imposed on the respondent, and identification of remedies and measures, if any, that will be provided to restore or preserve equal access to the Charter School's educational programs and activities to be provided to the complainant.
- F. Considerations for disciplinary action. Factors considered when determining discipline may include, but are not limited to:
  - i. The nature, severity of, and circumstances surrounding the violation(s);
  - ii. The respondent's disciplinary history;
  - iii. Previous allegations or allegations involving similar conduct;
  - iv. The need for discipline to bring an end to the Title IX sexual harassment;
  - v. The need for discipline to prevent the future recurrence of Title IX Sexual harassment;
  - vi. The need to remedy the effects of the Title IX sexual harassment;
  - vii. The impact on the parties; and
  - viii. Any other information deemed relevant by the decision-maker(s)
- G. The discipline imposed shall be implemented as soon as is feasible, either upon the outcome of any appeal or upon the expiration of the window to appeal if no appeal is requested. The sanctions described in this process are not exclusive of, and may be in addition to, other actions taken or sanctions imposed by external authorities.
- H. Identification of the procedures for filing an appeal and the permissible grounds for complainant or respondent to base their appeal.

The Decision-Maker shall simultaneously provide their written determination to all parties. The determination becomes final either, (where an appeal is filed,) on the date the parties are provided copies of the written determination of the result of the appeal; or, (if no appeal is filed,) the date on which an appeal would no longer be considered timely.

The Coordinator is responsible for the effective implementation of any and all remedies set forth in the written determination of responsibility. In the event a student expulsion is recommended, pursuant to and in accordance with the requirements of Idaho Code § 33-205, the Coordinator shall ensure that an expulsion hearing is scheduled and heard by the Board of Trustees.

## **7. Appeals**

Any party may file a request for appeal in writing with the Coordinator within five school days of the delivery of the notice of a final decision.

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

The request for appeal shall be forwarded to the appeal chair for consideration to determine whether the request meets the grounds for appeal. This review is not a review of the merits of the appeal, but solely a determination as to whether the request meets the grounds and is filed in a timely manner.

Appeals shall be limited to the following grounds:

- A. Procedural irregularity that affected the outcome of the matter;
- B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- C. The Coordinator, investigator(s), or Decision-Maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the specific complainant or respondent that affected the outcome of the matter;

Appeal procedure: Upon receipt of a valid appeal, the Coordinator shall:

- A. Notify the other party in writing that an appeal has been filed, and implement the appeal procedure fairly and equally for both parties.



- B. Ensure the appeal decision-maker(s) is not:
- i. The same person(s) as the Decision-Maker(s) that issued the written determination of responsibility;
  - ii. The person who issued the dismissal;
  - iii. The investigator; or
  - iv. The Coordinator.
- C. Ensure the appeal decision-maker has been trained in accordance with the requirements of this grievance procedure.
- D. The appealing party shall have ten school days following the delivery of the notice of the appeal to submit a written statement in support of the appeal and challenging the outcome. The responding party shall have ten school days following the delivery of the appealing party's statement in support of appeal to submit the responding party's written statement in opposition to the appeal (and supporting the outcome that is the subject of the appeal). In the event the parties and the appeal decision-maker agree to a different briefing schedule (whether allowing more or less time), the time allowed to prepare a written statement shall be the same for all parties.
- E. Issue a written decision describing the result of the appeal and identifying the bases and rationale for the decision.
- F. Provide the written decision simultaneously to all parties.

#### Requirements of the Title IX Grievance Procedure

The following requirements apply to the conduct of the Title IX Grievance procedure set forth above.

1. **Equitable treatment of the parties:** At all times, both complainants and respondents shall be equitably treated by providing remedies to a complainant until a determination of responsibility for sexual harassment has been made against the respondent. No sanction or discipline may be imposed against the respondent unless and until the process required by this procedure has been completed. Until a final determination of responsibility has been issued only "supportive measures" may be initiated that are non-disciplinary or non-punitive and avoid burdening the respondent. Any and all final remedies, however, must be designed to restore or preserve equal access to the Charter School's education program or activity. Such remedies may include the same individualized services described as "supportive measures;" however, following the decision, such remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent
2. **Objective evaluation of the evidence:** The formal grievance process involves an objective evaluation of all relevant evidence obtained, including evidence that supports the conclusion the respondent engaged in a violation of policy or procedure and evidence that supports the conclusion the respondent did not. Credibility determinations may not

be based solely on an individual's status or participation as a complainant, respondent, or witness.

3. **Lack of bias:** Any individual materially involved in the administration of the formal grievance process including the Coordinator, investigator(s), decision-maker(s) and appeal decision-maker(s) may neither have nor demonstrate a conflict of interest or bias for a party generally, or for a specific complainant or respondent.
4. **Title IX training of Charter School participating staff:** Any individual designated by the Charter School as a Coordinator, investigator, decision-maker, or any person designated by the Charter School to facilitate an informal resolution process, cannot have a conflict of interest or bias for or against complainants or respondents generally, or against any individual complainant or respondent. The Charter School shall ensure that Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of "sexual harassment" set forth in this procedure, the scope of the Charter School's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. The Charter School shall ensure that Decision-Makers receive training on any technology to be used at a live hearing and on 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 required by this procedure. The Charter School shall also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in this procedure. All materials used to train Coordinators, investigators, decision-makers, and any persons facilitating an informal resolution process, shall not rely on stereotypes based on gender, and must promote impartial investigations and adjudications of formal complaints of sexual harassment, and provide guidance therefor.
5. **Presumption of innocence:** The Charter School presumes that the respondent is not responsible for the reported misconduct unless and until a final determination is made, in accordance with this procedure, that Policy 3085 or procedure 3085P prohibiting sex discrimination and sexual harassment has been violated.
6. **Promptness:** Investigations are completed promptly, normally within 30 school days, though some investigations may take longer, depending on the nature, extent, and complexity of the allegations; availability of witnesses; police involvement; and other factors.

The Charter School shall make a good faith effort to complete the investigation as promptly as possible and will communicate regularly with the parties to update them on the progress and timing of the investigation.

Notwithstanding the above, The Charter School may undertake a delay in its investigation, lasting from several days to a few weeks, if circumstances require. Such

circumstances include but are not limited to a request from law enforcement to temporarily delay the investigation, the need for language assistance, the absence of parties and/or witnesses, and/or a need for accommodations for disabilities or health conditions.

The Charter School shall communicate in writing the anticipated duration of the delay and the reason for it to the parties and provide the parties with status updates if necessary. The Charter School will promptly resume its investigation and formal grievance process as soon as feasible. During such a delay, the Charter School will implement supportive measures as deemed appropriate.

Charter School action(s) or processes may be delayed, but are not stopped by, civil or criminal charges involving the underlying incident(s). Dismissal or reduction of those criminal charges may or may not impact on the Charter School's action(s) or processes.

7. **Description of sanctions.** The following describes the range of sanctions that may be implemented following a finding of responsibility.

Student Discipline: The following are the usual sanctions that may be imposed upon students singly or in combination:

- A. A warning;
- B. Required counseling;
- C. A required substance abuse treatment program;
- D. Exclusion from participating in extracurricular activities or other Charter School programs/activities;
- E. Alternative placement;
- F. Suspension, which may be in-school, out-of-school, long-term, short-term, extended, or other suspensions;
- G. Expulsion (in compliance with I.C. § 33-205); and
- H. Other actions: In addition to or in place of the above sanctions, the Charter School may assign any other sanctions deemed appropriate.

Employee Sanctions: Sanctions for an employee may include:

- A. A verbal or written warning;
- B. A performance improvement plan or management process;
- C. Enhanced supervision, observation, or review;
- D. Required counseling;
- E. Required training or education;
- F. Probation;
- G. Denial of pay increase or pay grade;
- H. Loss of oversight or supervisory responsibility;
- I. Demotion;
- J. Transfer;
- K. Reassignment;

- L. Assignment to a new supervisor;
- M. Restriction of professional development resources;
- N. Suspension with pay;
- O. Suspension without pay;
- P. Termination (in compliance with I.C. § 33-513(5), in the case of certificated employees);
- Q. Other actions: In addition to or in place of the above sanctions, the Charter School may assign any other sanctions as deemed appropriate.

8. **Burden of proof.** When determining whether the respondent is responsible for violating Policy 3085 or Procedure 3085P by discriminating based on sex and/or for sexual harassment as defined herein, the decision-maker shall apply the clear and convincing evidence standard; which requires that the evidence proves there is a high probability that the respondent violated the policy or procedure.

9. **Appeals.** Any party may file a request for appeal in writing to the Coordinator within five school days of the delivery of the notice of a final outcome.

10. **Supportive measures:** Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the parties. Supportive measures are designed to restore or preserve access to the Charter School's education program or activity, including measures designed to protect the safety of all parties or the Charter School's educational environment, and/or deter Title IX sexual harassment. Examples of supportive measures may include, but are not limited to:

- A. Referral to counseling, medical, and/or other healthcare services;
- B. Referral to community-based service providers;
- C. Visa and immigration assistance;
- D. Education of the school community or community subgroup(s);
- E. Altering work arrangements for employees;
- F. Safety planning;
- G. Providing school safety escorts;
- H. Providing transportation accommodations;
- I. Implementing contact limitations, such as no contact orders, between the parties (note: allegations of violations of a no contact order will be investigated as collateral misconduct under this process);
- J. Academic support, extensions of deadlines, or other course or program-related adjustments;
- K. Emergency warnings;
- L. Class schedule modifications, withdrawals, or leaves of absence;
- M. Increased security and monitoring of certain areas of the school; and
- N. Any other actions deemed appropriate by the Coordinator.

11. **Recognition of privileges:** At no time during this grievance procedure may any evidence (whether through testimony or documents) be required, admitted, relied upon, or

otherwise obtained by asking questions or admitting evidence that constitutes, or seeks disclosure of, information protected by a legally recognized privilege, unless the person holding the privilege has knowingly and freely waived the privilege.

## 12. Recordkeeping;

- A. The Charter School shall maintain for a period of seven years records of:
- i. Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required where a hearing is held, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the Charter School's education program or activity;
  - ii. Any appeal and the result therefrom;
  - iii. Any informal resolution and the result therefrom; and
  - iv. All materials used to train Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The Charter School shall make these training materials publicly available on its website.
- B. For each response to a report of harassment or discrimination based on sex, the Charter School shall create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the Charter School shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it took measures designed to restore or preserve equal access to the Charter School's education program or activity. If the Charter School does not provide a complainant with supportive measures, then the Coordinator must document the reasons why such a response was not clearly unreasonable in light of the known circumstances (i.e., was not a result of sex discrimination). The documentation of certain bases or measures does not limit the Charter School in the future from providing additional explanations or detailing additional measures taken or to be taken.

### Title IX Grievance Procedure Definitions

The following definitions apply to the identified terms used in this procedure:

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to:

1. The Charter School's Coordinator; or
2. Any Charter School official possessing the authority to institute corrective measures on behalf of the Charter School; or

### 3. Any employee of the Charter School.

Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the Charter School with actual knowledge is the respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the Charter School. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Coordinator as set forth in this procedure.

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Under circumstances where a sexual assault is alleged by a student against an adult, non-student employee, the Charter School does not recognize the defense of "consent," however it is defined. Where the parties are both adults, however, the following definition of "consent" will apply: Consent occurs where there is a knowing, voluntary, and clear grant of permission, by word or action, to engage in sexual activity. Individuals may experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the activity. If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged. Consent may be withdrawn. A person cannot consent if they are unable to understand what is happening or is disoriented, helpless, asleep, or unconscious, for any reason, including by alcohol or other drugs. It is a violation of policy if a respondent engages in sexual activity with someone who is incapable of giving consent, or is otherwise incapacitated.

"Incapacitation" occurs when someone cannot make rational, reasonable decisions because they lack the capacity to give knowing, informed consent. For example, they cannot understand the "who, what, when, where, why, or how" of their sexual interaction.

"Formal Complaint" means a document filed by a complainant, or signed by the Coordinator, alleging sexual harassment against a respondent and requesting that the Charter School investigate the allegation of sexual harassment. At the time of filing a formal complaint, the complainant must be participating in or attempting to participate in the educational programs or activities of the Charter School. A formal complaint may be filed with the Coordinator in person, by mail, or by electronic mail, or by using the contact information listed on the Charter School's website. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission, (such as by electronic mail or through an online portal provided for this purpose by the Charter School,) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Coordinator signs a formal complaint, the Coordinator is not a complainant or otherwise a party to this grievance procedure, and must comply otherwise comply with the requirements of this procedure.

**Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

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

1. “Quid pro quo” harassment, which occurs when a Charter School employee conditions the provision of a Charter School benefit, service, or assistance on an individual’s participation in unwelcome sexual conduct;
2. “Hostile Environment,” which is defined as unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Charter School education program or activity; or
3. Physical threats and attacks, including “sexual assault,” defined as forcible and non-forcible sex offenses as defined in the Clery Act, or dating violence, domestic violence, or stalking as defined in the Violence Against Women Act.

“Supportive measures” means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent in cases where either no formal complaint has been filed, or both before and/or after the filing of a formal complaint. Such measures are designed to restore or preserve equal access to the Charter School’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Charter School’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The Charter School shall maintain as confidential any supportive measures provided to the complainant or respondent, provided that maintaining such confidentiality will not impair the ability of the Charter School to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of all supportive measures.

“Elementary school” and “secondary school” as used in this procedure refer to a local educational agency, as defined in the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act, a preschool, or a private elementary or secondary school, and include this Charter School.

#### Revision of These Procedures

The Charter School reserves the right to make changes to these procedures as necessary, If laws or regulations change or court decisions alter the requirements in a way that impacts these procedures, this document shall be construed to comply with the most recent government regulations or holdings.

References: 34 CFR Part 106

Nondiscrimination on the Basis of Sex in Educational  
Programs or Activities Receiving Federal Financial Aid

Procedure History:

Promulgated on:

Revised on:

Reviewed on: