**BRIDGEPORT BOARD OF EDUCATION**
**AGENDA OF IN-PERSON REGULAR MEETING OF THE BRIDGEPORT BOARD OF EDUCATION**

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**MONDAY, NOVEMBER 9, 2026 - 6:30 PM**
**BRIDGEPORT REGIONAL AQUACULTURE SCIENCE & TECHNOLOGY EDUCATION CENTER**
**60 ST. STEPHENS ROAD**
**BRIDGEPORT, CT 06605**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Student Representative Reports**
5. **Public Comment**
6. **Chairperson's Report**
   Update on the Board of Education's Progress to State Intervention
7. **Committee Reports/Referrals**
   a. Operations Committee
      1. Status of the Quarterly Finance Report
   b. Instruction and Support Services Committee
   c. Policy Committee
   d. Ad Hoc Committees
   e. CABE Reports
8. **Superintendent's Report**
9. **Consent Agenda**
   a. Approval of the October 26, 2026 Regular Meeting Minutes
   b. Approval to Bypass By-Law 9311 for the Immediate Implementation of the P4118.211/4218.211 Retaliation and Whistleblowing
   c. Approval of the Immediate Implementation of the P4118.211/4218.211 Retaliation and Whistleblowing
10. **Old Business**
11. **New Business**
    a. Discussion and Possible Action Concerning Recommendation by City Attorney, Tyisha Toms for the Establishment of a Full-Time City Attorney Position, Dedicated to, and Funded by the Board of Education.
    b. Consideration and Possible Approval of the Professional Services Agreement with The Docentus Group, LLC for Interim Human Capital Leadership Services.

c. Presentation and Discussion of the Updated P4118.112/4218.112 Title IX to Comply with Current Federal and State Legal Requirements

d. First Read and Possible Action on the Updated P4118.112/4218.112 Title IX to Comply with Current Federal and State Legal Requirements.

12. **Additional Public Comment (As Needed)**
13. **Adjourn**

# RETALIATION AND WHISTLEBLOWING

*Background information for Policy Committee)*

"Whistleblowing" is an employee reporting an employer's wrongdoing to a supervisor, a government agency, or other third parties such as the media or members of the public. The whistleblower reports, usually to a governmental agency, any violation or suspicion of violation, with good cause, of state or federal laws by the employer. An employer may not fire an employee for reporting violations or for participating in any investigation or hearing involving violations in the workplace.

Another definition of whistleblowing is verbal and/or written communication to a person, organization, or activity that is in the public sector (local, state, or federal government) or private sector (business/industry/non-government). The purpose of such communication is to expose and/or inform about alleged wrongdoing (fraud, theft, etc.), or discrimination (race, religion, national origin, gender, gender identity or expression**,** etc.), or retaliation or some other type of adverse occurrence that violates a law, or a regulation or a policy, or morals, or ethics, or decency, and especially those matters that endanger public health and/or public safety.

Public employees sometimes fear reprisal for disclosing negative information about their employer or supervisor. Federal laws protect employees from retaliation by their employers or supervisors. Retaliation against employees because they have opposed employment discrimination is prohibited by Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. The Fair Labor Standards Act prohibits retaliation against employees who file claims for unpaid wages. The Occupational Safety and Health Act, the Family and Medical Leave Act, and the National Labor Relations Act also prohibit retaliation. In addition, whistleblowing and similar anti-retaliation protections appear in various other federal statutes. Frankly, such protection exists in approximately fifty federal statutes.

Connecticut has an applicable whistleblowing statute, C.G.S. 31-51m, "Protection of employee who discloses employer's illegal actions or unethical practices. Civil action." Under this statute, an employer cannot discipline, discharge, or otherwise penalize an employee because the employee, or someone acting on the employee's behalf, made a verbal or written report concerning a violation or suspected violation of any state or federal law, regulation or ordinance, or concerning unethical practices, mismanagement, or abuse of authority by the employer. This section does not apply when an employee knowingly makes a false report.

Policy language pertaining to this topic is not mandated. This is an optional policy to consider if the board wants to state its position more clearly to staff and cover this topic in its employee handbook or similar document.

Policy, #4118.211/4218.211 – "Retaliation and Whistleblowing," follows for your consideration.

**October 2026**

# Personnel – Certified/Non-Certified

## Retaliation and Whistleblowing

Employees are encouraged to report suspected illegal activity to appropriate District administrators or to the Board of Education. The Board of Education will not tolerate any form of reprisal, retaliation, or discrimination against:

- Any employee, or applicant for employment, because they opposed any practice that they reasonably believed to be made unlawful by federal or state laws prohibiting employment discrimination on the basis of sex, sexual orientation, gender identity or expression, race, color, national origin, ancestry**,** age, religion, marital status, veteran status, genetic information, handicap or disability.
- Any employee, or applicant for employment, because they filed a charge, testified, assisted or participated, in any manner, in an investigation, proceeding or hearing under federal or state laws prohibiting employment discrimination on the basis of sex, sexual orientation, gender identity or expression, race, color, national origin, ancestry, age, religion, marital status, veteran status, genetic information, handicap or disability or because they reported a suspected violation of such laws according to this policy; or,
- Any employee or applicant because they reported, or was about to report, a suspected violation of any federal, state or local law or regulation to a public body (unless the employee knew that the report was false) or because they were requested by a public body to participate in an investigation, hearing or inquiry held by that public body or a court; or,
- Any employee who in good faith makes a report of suspected child abuse or neglect pursuant to state mandated reporting laws, or who acts as an advocate for students with disabilities in accordance with state and federal special education laws.

An employee or applicant for employment who believes that they have suffered reprisal, retaliation or discrimination in violation of this policy shall report the incident(s) to the Superintendent of Schools or their designee. In the event that the complaint involves the Superintendent of Schools, the report shall be made directly to the Chairperson of the Board of Education. The Board of Education guarantees that no employee or applicant for employment who makes such a report will suffer any form of reprisal, retaliation, or discrimination for making the report. Individuals are forbidden from preventing or interfering with whistleblowers who make good faith disclosures of misconduct.

The Board or its agents will not discharge, discipline, or otherwise penalize any employee because the employee or someone acting on the employee's behalf reports, verbally or in writing, a violation or suspected violation of any state or federal law or regulation or any town/city ordinance or regulation to a public body, or because an employee is requested by a public body, as defined in C.G.S. 31-51m, to participate in an investigation, hearing or inquiry held by that public body, or a court action.

# Personnel – Certified/Non-Certified

**Retaliation and Whistleblowing** (continued)

Further, the Board or its agents will not discharge, discipline or otherwise penalize any employee because the employee, or a person acting on their behalf, reports, verbally or in writing, to a public body, as defined in the statutes, concerning unethical practices, mismanagement, or abuse of authority by the employer. This section does not apply when an employee knowingly makes a false report.

The District will make reasonable efforts to:

- investigate any complaints of retaliation or interference made by whistleblowers;
- take immediate steps to stop any alleged retaliation; and
- discipline any person associated with the District found to have retaliated against or interfered with a whistleblower.

The Bridgeport Board of Education considers violations of this policy to be a major offense that will result in disciplinary action against the offender, regardless of the offender's position within the District, up to and including termination of employment.

The Board shall make this policy available to its staff by posting it on its website with its other District policies and including it in employee handbooks.

Legal Reference: Connecticut General Statutes:
31-51m Protection of employee who discloses employer's illegal activities or unethical practices. Civil action.
17a-101 et seq. Protection of children from abuse (Mandated reporting).
46a-60 Discriminatory employment practices prohibited (Connecticut Fair Employment Practices Act).
10-221 Boards of Education (Policy adoption requirements).
Federal Statutes & Case Law:
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-3(a)
Age Discrimination in Employment Act, 29 U.S.C. § 623(d)
Americans with Disabilities Act, 42 U.S.C. § 12203(a) and (b)
Fair Labor Standards Act, 29 U.S.C. § 215(a)(3)
Occupational Safety and Health Act, 29 U.S.C. § **660(c)**
Family and Medical Leave Act, 29 U.S.C. § 2615
National Labor Relations Act, 29 U.S.C. § 158(a)
Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq.
*CBOCS West, Inc. v. Humphries*, 128 S. Ct. 1951, 553 U.S. 442 (2008)
*Gomez-Perez v. Potter*, 128 S. Ct. 1931, 553 U.S. 474 (2008)

Policy adopted:

**The Docentus Group**
9901 Brodie Ln Ste 160-179
Austin, TX 78748 US
macie@docentus.com

# Estimate

| ADDRESS |
| --- |
| Dr. Royce Avery<br>Bridgeport Public Schools<br>45 Lyon Terrace<br>Bridgeport, CT 06604 |

| ESTIMATE # | DATE | |
| --- | --- | --- |
| 1499 | 11/04/2026 | |

| DATE | | DESCRIPTION | QTY | RATE | AMOUNT |
| --- | --- | --- | --- | --- | --- |
| | **Consultation - Interim** | Interim human capital leadership engagement to support Bridgeport Public Schools<br><br>See associated proposal dated November 4, 2026<br><br>*inclusive of scheduled services, Docentus coordination, and routine travel associated with the planned onsite schedule.<br><br>To be invoiced monthly beginning November 2026 and ending April 2027 | 6 | 23,983.33 | 143,899.98 |

Interim HR leadership

TOTAL **$143,899.98**

Accepted By

Accepted Date

Nov 4, 2026

Professional Services Proposal | Interim Placement (IP)
Prepared for Dr. Royce Avery, Interim Superintendent of Schools
Bridgeport Public Schools

## Executive Summary

The Docentus Group proposes a structured interim human capital leadership engagement to support Bridgeport Public Schools with continuity, timely personnel decisions, stronger HR operations, and executive guidance during a leadership transition. The engagement provides a qualified interim HR executive supported by Docentus oversight and its Thought Partnering Network.

The proposed engagement runs from November 11, 2026, through April 30, 2027, with services delivered in two phases. Phase 1 provides 40 onsite days during November, December, and January. Phase 2 provides 30 onsite days and 36 remote support hours during February, March, and April.

The total proposed District investment is $143,900, inclusive of scheduled services, Docentus coordination, and routine travel associated with the planned onsite schedule.

## Strategic Purpose

Effective human capital leadership is central to staff confidence, school operations, recruitment, retention, labor relations, policy compliance, and organizational continuity. Interim leadership should help the District maintain day-to-day responsiveness while protecting longer-term process improvement and preparing for permanent leadership.

## Continuity Through the Leadership Transition

**Support beyond the permanent hire:** Upon the hiring of a full-time Assistant Superintendent of Human Capital , the interim executive can continue supporting Bridgeport through the remainder of the contract term. In coordination with the Superintendent and incoming Assistant Superintendent, the work can shift from interim leadership to onboarding, thought partnering, and transition support within the remaining contracted onsite days and remote hours.

**Transfer of knowledge and working relationships:** A planned period of overlap allows the interim executive to explain active personnel matters, pending decisions, established workflows, and the reasoning behind work already underway. The incoming Assistant Superintendent gains access to practical context and established working relationships, supporting an informed and orderly handoff.

**Continuity of service and improvement:** Continued support helps staff maintain consistent points of contact, carry forward priority work, and sustain improvements as the new Assistant Superintendent establishes direction. This approach is designed to reduce disruption between leaders and provide Bridgeport with a more deliberate transition, with responsibility transferring to the permanent Assistant Superintendent while support remains available.

**Note:** *The hiring of a permanent Assistant Superintendent does not, by itself, end the engagement. Transition support remains subject to the agreed service allocation and either party's right to cancel the engagement with thirty (30) calendar days' written notice.*

## Proposed Interim Executive

Docentus proposes Evalene Murphy as the interim human resources executive for District approval, subject to availability, appropriate credentials, background checks, and the agreed scope of delegated responsibilities. The consultant will coordinate with Dr. Avery or his designee and existing District leaders. The District retains final hiring, employment, policy, disciplinary, and other legally delegated decisions. This is an outsourced professional-services engagement. Onsite coverage and remote support are provided according to the schedule outlined below.

## Executive Scope of Services

**Human Capital Strategy and Workforce Planning -** Review priority vacancies, workforce stability, recruiting and onboarding workflows, staffing risks, selection timelines, retention conditions, and coordination with finance and payroll. Recommend executable actions, reporting routines, and appropriate leadership decisions.

**Employee Relations and Performance -** Provide executive consultation on employee relations, supervisor support, performance improvement, personnel documentation, investigations, and grievances within the authority delegated by the District. Refer legal determinations to District counsel and respect applicable collective bargaining agreements and District policies.

**HR Systems and Operational Controls -** Examine high-priority HR processes, including records, certifications, leave administration, personnel transactions, recruitment workflows, service responsiveness, and decision handoffs. Support practical standard operating procedures and reporting disciplines aligned with District expectations and applicable Connecticut requirements.

**Executive Coordination and Transition -** Attend scheduled leadership meetings, coordinate with the Superintendent's office and relevant central departments, provide progress briefings, and document decisions or unresolved priorities for handoff to a successor leader. Additional specialized services beyond the stated days and remote hours require written scope approval.

## Implementation and Deliverables

The engagement will address four areas of implementation, coordinated with District priorities and the two-phase service schedule:

**Entry and Prioritization:** Stakeholder onboarding, urgent-issue review, a priority register, an initial written executive work plan, and agreement on decision rights.

**Stabilization:** Support priority workforce needs and HR service delivery, document high-risk workflow gaps, and issue periodic progress updates.

**Execution:** Guide selected improvements with HR and cross-functional leaders, strengthen reporting routines, and prepare draft workflow recommendations for District consideration.

**Transition:** Summarize accomplishments, unresolved decisions, recommended next steps, and a structured transition memorandum.

A concise executive status update will accompany each monthly service period. Formal policy approval and employee decisions remain with authorized District officials.

# Two-Phase Service Schedule

The engagement includes 70 onsite days and 36 remote support hours across the two phases.

| Phase | Month | Onsite Days | Remote Hours |
|---|---|---|---|
| Phase 1 | November 2026 | 8 | 0 |
| Phase 1 | December 2026 | 14 | 0 |
| Phase 1 | January 2027 | 18 | 0 |
| **Phase 1 Total** | **November–January** | **40** | **0** |
| Phase 2 | February 2027 | 10 | 12 |
| Phase 2 | March 2027 | 10 | 12 |
| Phase 2 | April 2027 | 10 | 12 |
| **Phase 2 Total** | **February–April** | **30** | **36** |
| **Engagement Total** | **November–April** | **70** | **36** |

## Phase 1 — Onsite Leadership and Stabilization

November 11, 2026 – January 29, 2027

Phase 1 provides 40 onsite days according to the following proposed schedule:

| Month | Proposed Onsite Dates | Onsite Days | Remote Hours |
|---|---|---|---|
| November | November 11–13<br>November 16–20 | 8 | 0 |
| December | December 1–4<br>December 7–11<br>December 14–18 | 14 | 0 |
| January | January 4–8<br>excluding January 6<br>January 11–15<br>January 19–22<br>January 25–29 | 18 | 0 |
| **Phase 1 Total** | | **40** | **0** |

January 6 and January 18 are holidays; no onsite services are scheduled on those dates. Onsite dates will be coordinated with the District's administrative operating calendar.

Phase 1 includes onsite executive leadership on the dates listed above. Remote support hours are not included during this phase. Services outside the scheduled allocation require written agreement.

### Phase 2 — Continued Onsite Leadership and Remote Support

February 1, 2027 – April 30, 2027

Phase 2 provides 10 onsite days and 12 remote support hours each month.

| Month | Onsite Arrangement | Onsite Dates | Onsite Days | Remote Hours |
|---|---|---|---|---|
| February | 10 consecutive workdays | TBD | 10 | 12 |
| March | 10 consecutive workdays | TBD | 10 | 12 |
| April | 10 consecutive workdays | TBD | 10 | 12 |
| **Phase 2 Total** | | | **30** | **36** |

The onsite work periods will be arranged by mutual agreement between the District and the consultant, accounting for District operating days and holidays.

The 12 remote support hours available each month will be used during the offsite weeks for day-to-day HR consultation, staff meetings, review and processing of personnel paperwork within delegated authority, and other agreed executive support needs. Remote support will be scheduled and tracked against the monthly allocation.

Additional onsite days, remote hours, emergency availability, or specialist support require advance written approval.

## Docentus Oversight and Thought Partnering Network

The assigned executive may consult Docentus's Thought Partnering Network for experienced perspective on HR, governance, operations, finance, and educational leadership while maintaining confidentiality and the District's authority.

Docentus provides engagement coordination, quality oversight, and a defined escalation contact. Separate specialist engagements require written authorization.

## District Investment and Billing

The total proposed investment is $143,900 for services delivered from November 11, 2026, through April 30, 2027.

This investment includes:

- Phase 1: 40 onsite days during November, December, and January;
- Phase 2: 30 onsite days and 36 remote support hours during February, March, and April;
- Docentus engagement coordination, executive oversight, and access to its Thought Partnering Network; and
- Routine travel associated with the scheduled onsite services.

| Service Phase | Investment | Monthly Invoice - 6 invoices |
|---|---|---|
| **Total Investment** | **$143,900** | $23,983.33 |

The parties will establish the monthly billing schedule in the professional-services agreement. Payment terms are net thirty (30) days following receipt of an accurate invoice, unless otherwise agreed in writing.

No separate routine travel charge or administrative fee is proposed for the baseline scope. Additional services or exceptional travel outside the agreed scope require advance written authorization, with fees established through a signed amendment.

The parties will agree on how changes to the District's administrative operating calendar, service allocation, or early conclusion affect invoicing.

## Flexibility, Service Modifications, and Termination

The model supports a responsible transition to permanent leadership. Proposed modifications to the delivery schedule or service allocation require thirty (30) calendar days' written notice and mutual written agreement.

Either party may cancel the engagement with thirty (30) calendar days' written notice.

Upon cancellation, fees will be reconciled for completed service periods and the documented pro rata share of services actually provided during any partial period. No fee will accrue for future unperformed periods; preapproved extras will be settled according to the contract.

## Mutual Indemnification

To the fullest extent permitted by Connecticut law, Bridgeport Public Schools (“BPS”), acting through its Board of Education, and The Docentus Group, L.L.C. (“Docentus”) each agree to indemnify and hold harmless the other party and its respective board members, officers, employees, and assigned consultants from third-party claims, liabilities, damages, judgments, and reasonable attorneys’ fees and defense costs, but only to the extent caused by the negligent acts or omissions, recklessness, or willful misconduct of the indemnifying party or persons for whose conduct it is legally responsible in connection with this engagement.

Neither party shall be required to indemnify the other for losses attributable to the other party’s own negligence, recklessness, or willful misconduct. Where both parties contribute to a loss, each party’s indemnification obligation shall be limited to its proportionate responsibility.

A party seeking indemnification shall promptly notify the other party of the claim and reasonably cooperate in its defense. The parties shall coordinate the defense, with reasonable defense costs allocated according to their respective responsibility as established by written agreement or final adjudication. Neither party may settle a claim in a manner that imposes liability, an admission of wrongdoing, or a nonmonetary obligation on the other party without that party’s prior written consent.

## Applicable Immunity and Statutory Protections

Nothing in this agreement creates or transfers governmental immunity or waives any immunity or statutory defense otherwise available under Connecticut law. To the extent legally permitted, BPS shall cooperate in securing any statutory indemnification, immunity, or other protections available to the assigned interim executive and Docentus for authorized services performed on BPS’s behalf. Any such protections independently available under applicable law remain unaffected by the mutual indemnification provision.

## Closing

The Docentus Group appreciates the opportunity to support Bridgeport Public Schools with focused, experienced human capital leadership. We would welcome a meeting to confirm immediate priorities, review the proposed schedule, and align the engagement with the District’s needs.

Our goal is to provide practical capacity, continuity, clear accountability, and a predictable District investment during this interim period.

Respectfully submitted,

Ronald G. Morrison, Jr., MAEd
Chief Consultant | The Docentus Group, L.L.C.
(512) 632-9908

# Evalene Murphy

Retired School Administrator

*"I have found her integrity, intelligence, depth of character and work ethic to be nonpareil"*
*Bob Rust*
*School Board Member*

*"Evalene is the epitome of a team player… exudes kindness and has a true heart for people… she is the best HR administrator I have had the good fortune to know."*
*Dolores V. Rains*
*Personnel Commissioner*

*"To say that you will not find a more qualified candidate is an understatement… Evalene is the epitome of a servant leader… is an expert in both educational leadership and human resources management."*
*Dr. Angelica Ramsey*
*Superintendent*

## Education

Clear Administrative and Superintendent Credential, CSU Channel Islands, CA
Multiple Subject Teaching Credential, CSU Northridge, CA
Special Education Mild-Moderate Credential, CSU Northridge, CA
Special Education Preschool Credential, CSU Northridge, CA
B.A. in Sociology, UC Santa Barbara, CA

## Professional Experience

**Assistant Superintendent of Human Resources**
Lake Travis Independent School District, 2016-2024

Responsible for the management and leadership of the following departments:
- Human Resources
- Communications
- Transportation
- Food Services
- Community Development

Planned and implemented administrative and support staff professional development and team building activities. Created and led administrative bootcamp programs to support first and second year administrators to the District. Conducted investigations and assisted management with employee performance evaluations, program improvement plans, counseling, progressive discipline and terminations. Investigated and mediated parent complaints

**Assistant Superintendent of Human Resources**
Pleasant Valley School District, 2009-2016

Personally recruited by Superintendent for cabinet level position to provide leadership, combine the classified and certificated HR offices and assisted with rebuilding relations between the associations and district and determining respective staffing needs. Conducted due process procedures and assisted management with employee performance evaluations, program improvement plans, counseling, progressive discipline and terminations. Prepared and analyzed salary and benefits comparisons, department budgets, ensured adherence to all state, federal and labor laws and manage all worker's compensation cases. Worked with vendors, community and employees to provide information on all personnel matters. Served as chief negotiator for district with certificated and classified associations facilitate all employee labor relations and handled all aspects of complaints, grievances and employee

*"Evalene is a treasured talent… exemplifies true professionalism and is a cherished part of our district."*
*Dr. Luis Villegas*
*Former Superintendent*

concerns. Investigated and mediated parent complaints, recommended resolutions and communicated results. Conducted employee orientations, training and staff development. Coordinated new teacher induction programs for tier two credentials and mentor new administrators. Communicated with all staff to promote positive working relations and overall climate. Supervised and evaluated department staff, ensure department operations meet district needs. Facilitated monthly meetings with site office managers to promote communication and efficient procedures between district office and sites. Updated Board policies, department procedures, Personnel Commission policies and Merit Rules and give presentations to various groups. Interpreted bargaining agreements, education code, laws and rules and make recommendations to staff, Superintendent, School Board and Personnel Commission. Oversaw all aspects of human resources for certificated and classified personnel. Served as administrator for classified personnel merit system. Responsible for recruitment, hiring, background checks, credentials and contracts. Facilitated annual enrollment meetings and served on the Superintendent's executive cabinet and maintain confidentiality of personnel matters.

*"I have never met or worked with a more trustworthy, honest and forthright administrator in my thirty-four years of teaching… It was my privilege to have worked with Evalene."*
*Harry Burns*
*Former Teacher Union President*

**Assistant Superintendent Human Resources and Student Support/ Special Education**
Fillmore Unified School District, 2006 - 2009

Personally recruited by Chief Business Official to provide leadership and collaboratively assist with rebuilding district with entirely new senior management team. HR Responsibilities: Recruited, hired, created and updated job descriptions, conducted employee orientations, salary parity studies, lead classified and certificated negotiations, facilitated labor relations and ensured NCLB and credential compliance. Served as custodian of confidential personnel records, prepared and presented statistical and narrative reports to School Board and state. Developed and implemented department procedures and policies. Supported management with performance improvement plans, counseling and progressive discipline. Responsible for staff orientation, training, budget planning and management, conflict resolution, staff complaints, staff evaluation tools, trained administrators in standards-based evaluations, mentored new administrators, coordinated BTSA support for new teachers, staff recognitions, staff appreciation activities and various District newsletters. Member of Superintendent's Cabinet and School Board.

*"Ms. Murphy is honest, sincere and unguarded… while her expert skill set is second to none, I believe the personal attributes she brings to the District are what set her apart."*
*Joe Herzog*
*Principal*

*Student Support Services Responsibilities:* Student discipline, expulsion process, student suspensions, special education services and programs, ensured compliance with state and federal requirements, assisted with budget planning, parent complaints, student attendance program, inter-district transfers and Medi-Cal Billing

**Special Education Program Specialist**
Santa Paula Elementary School District, 2000 - 2006

Promoted to administrative role to provide operational leadership with progressive responsibilities in overseeing Special Education and Pupil Personnel Services Department. Responsibilities: conflict resolution with classified and certificated staff, assisted special education staff with program policies, procedures and issues, coordinated Administrative Hearing Panels and served as expulsion panel member, reported findings to School Board, participated in staff recruitment, organized and conducted interviews, supervised and

*"Evalene is one of the most conscientious, hard-working and ethical people… her integrity, care and dedication make her a rare find."*
*Dr. Michael Bush Vice President*

*"Evalene is meticulous in all areas of her job… delights in helping others… the District has greatly benefitted from her tireless commitment, devotion and integrity."*
*Cathy Bojorquez Director Finance*

evaluated staff, responsible for creating and providing direct applications and supports for teacher performance, member of Superintendent's Cabinet and District Leadership Team, developed and presented training for school site principals and teachers, assisted K-8 teachers with behavior management and curriculum development.

**Special Education Teacher, Preschool through Fourth Grade**
Santa Paula Elementary School District, 1991- 2000

Taught students with special needs in grades preschool through fourth grade, adapted curriculum for students with physical and mild to severe cognitive and physical impairments, instructed and collaborated with general education teachers working with full inclusion students, developed and implemented behavior modification programs and student discipline procedures, interviewed, supervised and evaluated instructional assistants, served as mentor and master teacher. Presented curriculum to teachers in areas of reading, fine motor and writing skills.

## Additional Certifications and Trainings

Personnel Certification, Association of California School Administrators
Negotiator Certification, School Employers Association California
Merit Academy Certification, Classified School Personnel Commissioners Association
Communications During Negotiations Training
Employee Leaves Training
Worker's Compensation Training
Conducting Investigations Training
Motivating Employees Training
Progressive Discipline, FRISK Training
Administrator Dismissal Training
Nonviolent Crisis Intervention Certification
Positive Behavior Support Training

## Recognitions and Community/State Activities

Administrator of the Year, Association of California School Administrators, 2016
Presenter Merit Academy, Classified School Personnel Commissioners Association, 2016
Presenter Negotiations/Labor Relations, School Employers Association CA, 2015, 2016
State Board Member, California School Personnel Commissioners Association 2012-current
Administrative Volunteer of the Year, 2008

## Prior Professional Associations

ACSA, Association of California School Administrators Member
CPAN, Certification Personnel Administrator's Network
TCCSPA, Tri-Counties Classified School Personnel Association
SEAC, School Employees Association of California

5145.5

4118.112

4218.112

**Personnel -- Certified/Non-Certified**

**Students**

**Sexual Harassment**

**Prohibition Against Sexual Harassment**

Bridgeport Board of Education (Board) prohibits sexual harassment including sexual assault in the District's education program or activities. Education program or activity includes locations, events, or circumstances over which the school exercises substantial control over both the respondent (alleged perpetrator of sexual harassment) and the context in which the sexual harassment occurs. In addition to occurring on school grounds, sexual harassment may potentially occur off campus, in places or situations where athletic and extracurricular activities occur, on field trips, on the school bus, at school-related conferences or through use of school technology.

The District shall respond to sexual harassment occurring in the District's education program or activities for which it has "actual knowledge." **"Actual knowledge"** means notice of sexual harassment or an allegation of sexual harassment brought to the attention of the Title IX Coordinator, any official of the school who has authority to institute corrective measures on the behalf or the school, as well as to any other employee of an elementary and secondary school.

Sexual harassment may take the form of student-on-student, employee-student, employee-employee, student-employee sexual harassment, or may be perpetrated against students or employees by third parties under the control of the District. Students who engage in proven sexual harassment may be subject to discipline, up to and including expulsion. Employees who engage in proven sexual harassment may be subject to disciplinary action, up to and including termination, as well as other action required under the law.

**Definition of Sexual Harassment for the Purposes of Title IX**

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

(i) A school employee conditioning an education benefit or service on participation in unwelcome sexual conduct (i.e., quid pro quo).

(ii) Unwelcome conduct that a reasonable person would determine is so severe, pervasive and objectively offensive that it effectively denies a person equal access to the school's education program or activity.

(iii) "Sexual assault" as defined in 20 U.S.C. 1092 (f)(6)(A)(v)(the Clery Act), "dating violence" as defined 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30) (the Violence Against Women Act (VAWA).

Examples of sexual harassment may include, but are not limited to:

- pressure for sexual activity
- repeated remarks with sexual or sexually demeaning implications
- unwelcome or inappropriate touching
- sexual assault
- suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning a student's grades or academic standing or an employee's employment status
- telling lewd jokes or sharing stories about sexual experiences – even if not directed at you but done in your presence to cause you discomfort
- sending unwanted suggestive or lewd emails, letters or other communications or sharing images of a sexual nature around the workplace or displaying posters, items or screensavers of a sexual nature
- repeatedly asking for dates despite being rebuffed
- making sexually offensive gestures or facial expressions
- dating violence or stalking

**Other Definitions**

**"Complainant"** is defined as a person who is alleged to be the victim of conduct that could constitute sexual harassment.

**"Respondent"** is defined as a person who is alleged to be the perpetrator of conduct that could constitute sexual harassment.

**"Supportive measures"** are defined as non-disciplinary, non-punitive, individualized services, offered as appropriate and without charge to a complainant or respondent before or after the filing of a formal complaint, or where no complaint has been filed.

**Title IX Coordinator**

The Superintendent of Schools designates and authorizes the Assistant Superintendent of Curriculum and Instruction and/or Assistant Superintendent of Human Capital to be the District's Title IX Coordinator. This individual shall be referred to as the Title IX Coordinator and is responsible for ensuring compliance across the school district with Title IX, corresponding state law, and applicable Board policy concerning sexual harassment.

Applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees, and all unions shall be notified of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

The Title IX Coordinator's contact information shall be posted on the District's website and included in student and employee handbooks and published in other locations as deemed appropriate.

**Reporting Sexual Harassment**

Any person, including, but not limited to, students, their parents or guardians, employees, bystanders or third parties (whether or not the person is the alleged victim), may report sexual harassment occurring in the District's education program or activities. Reporting may occur in person, by mail, by telephone or by electronic mail, using the contact information provided for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Reports may be made at any time including during non-business hours.

A formal complaint is defined as a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against an individual and requesting that the school investigate the alleged sexual harassment. In an instance where the Title IX Coordinator signs the complaint, the Title IX Coordinator is not a party to the complaint nor is such action taken on behalf of the complainant.

The Title IX Coordinator will make forms available for both informal reports and formal complaints. Additionally, forms will be posted on the District's website. Informal reports are permissible and may be brought by any person. However, only a complainant and/or the District's Title IX Coordinator may file a formal complaint. All formal complaints will be investigated. Supportive measures shall be offered to a complainant with or without the filing of a formal complaint.

There is no time limit on a complainant's decision to file a formal complaint, but complainants are encouraged to promptly file or report incidents of sexual harassment.

**Response Including Supportive Measures**

Any school employee with actual knowledge of sexual harassment shall promptly inform the District's Title IX Coordinator. The failure to do so may be grounds for disciplinary action.

Upon actual knowledge of  sexual harassment occurring in the District's program or activity, the Title IX Coordinator will promptly contact the complainant to advise and discuss with the complainant (1) the availability of supportive measures with or without the filing of a formal complaint, (2) the right to file a formal complaint and (3) how to file a formal complaint.

A complainant as well as a respondent shall be offered free, individualized "supportive measures" (e.g., counseling, course related adjustments, modification of work or class schedules, escort services, increased security/monitoring of certain areas, mutual restrictions on contact between the parties) designed to restore or preserve equal access to education with or without a formal complaint. These, as well as other measures, may be part of a final remedy.

Upon the filing a formal complaint, the complainant will be provided with a copy of this policy and its grievance procedures.

Written notice shall be provided to the respondent and the complainant advising that a formal complaint has been filed. The respondent shall be entitled to a presumption that they are not responsible for sexual harassment. Both parties will be treated fairly throughout the investigation and shall be entitled to an unbiased investigator who has not prejudged the matter being investigated.

Complaints that fail to allege a violation of Title IX shall be dismissed without investigation. This does not preclude the school administration from investigating or addressing the underlying conduct under relevant codes of conduct or Board policy.

**Emergency Removal/Administrative Leave**

An emergency removal of a respondent from the education program or activity is permissible provided that the District conducts an individualized safety and risk analysis and determines that emergency removal is necessary in order to protect a student or other individual from an immediate threat to physical health or safety and notice and an opportunity to challenge the decision is provided. This does not modify any rights under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act (ADA).

An employee-respondent may be placed on administrative leave during the pendency of a grievance process.

**Informal Resolution**

At any point in the formal complaint process, the Title IX Coordinator, in their discretion, may offer to facilitate an informal resolution option such as mediation or restorative justice.

Both parties must give voluntary, informed written consent.

Either party has a right to withdraw consent at any time, in which case the formal investigation shall proceed.

The informal resolution process shall not be available if the complainant/victim is a student and the respondent is an employee.

**Grievance Procedures**

The District will promptly and thoroughly investigate all formal complaints of sexual harassment in accordance with established grievance procedures.

District grievance procedures shall be established in the form of a regulation accompanying this policy.

The grievance procedure shall be used for the reporting and investigation of, and response to formal complaint of sexual harassment in the District's education program and activities against a person in the United States.

The District's grievances procedures shall be designed to comply with the regulation under Title IX as promulgated by the U.S. Department of Education, as it may be amended from time to time. Among other required provisions, the grievance procedures shall establish standards for

fairness and equity, explain how to file a complaint, address required notice, set out timelines for various components of the investigation and adjudication process, establish and explain grounds for the dismissal of a complaint and provide and explain the appeal process available to both parties, include a presumption that the respondent is not responsible for sexual harassment, state the evidence standard to be used to determine responsibility, and require objective evaluation of all available evidence.

**Training**

Training shall be provided to Title IX personnel in accordance with the regulation under Title IX as promulgated by the U.S. Department of Education, as it may be amended from time to time. Additional training may be provided to all school employees as deemed advisable.

Training materials used to train Title IX personnel shall be posted on the District's website.

**Prohibition Against Retaliation**

Retaliation against any party, witness or other participant to the grievance process is prohibited. Retaliation may form a basis for a complaint under this policy. The charging of a person with a code of conduct violation based upon a person making a materially false statement in bad faith in an investigation is not considered retaliatory.

**Dissemination, Posting and Discussion of Policy**

This policy along with its accompanying regulation/grievance procedure shall appear in the Student Handbook, be discussed with students at least annually and more often as needed, be posted in prominent and accessible locations in each school building and in the Board of Education offices and be published on the District's website along with the name/title and contact information for the Title IX Coordinator.

**Record Keeping**

The District must keep records related to reports of alleged sexual harassment for a minimum of seven years, including investigation records, disciplinary sanctions, remedies, appeals, and records of any action taken, including supportive measures. Additionally, Districts must also keep for a minimum of seven years any materials used to train Title IX Coordinators, investigators, decision-makers, and any employee designed to facilitate an informal process.

**Alternate Complaint Procedures**

In addition, or as an alternative to the filing of a sexual harassment complaint through the District's grievance procedure, a person may choose to file a complaint with the Office for Civil Rights of the United States Department of Education.

**Statement of Protected Rights**

Application of this policy and its grievance procedure shall not be interpreted to restrict rights protected under the U.S. Constitution, including the right to free speech, to be free from self-incrimination and to due process of law.

Legal References:  Connecticut General Statutes

10-15c Discrimination in public schools prohibited. School attendance by five-year-olds.

United States Constitution, Article XIV.

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, et seq.

Title IX of the Education Amendments of 1972, 34 C.F.R. 106.1, et

seq.

Title IX Regulation, 34 C.F.R. Part 106

20 U.S.C. 1092 (f)(6)(A)(v)

34 U.S.C. 12291 (a)(8), (a)(10), (a)(36)

Gebser v. Lago Vista Independent School District 524 U.S. 274 (1998)

Davis v. Monroe County Bd. Of Educ.,526 U.S. 629 (1999)

**Policy adopted:**

BRIDGEPORT PUBLIC SCHOOLS
Bridgeport, Connecticut

**R5145.5**

**R4118.112**

**R4218.112**

**Personnel -- Certified/Non-Certified**

**Students**

**Prohibition Against Sexual Harassment**

**Response to Reports of Sexual Harassment and Grievance Procedures for Formal Complaints**

**Scope**

This regulation shall govern reports and complaints of sexual harassment made by or against Bridgeport Public Schools students and employees alike.

Only reports/complaints of sexual harassment in violation of Title IX are governed by this regulation. The grievance process required for formal sexual harassment complaints contained in this regulation does not apply to complaints alleging discrimination based on pregnancy, different treatment based on sex, or other forms of sex discrimination. Reports of sex discrimination other than sexual harassment shall be made and addressed in accordance with the Bridgeport Board of Education policies and regulations governing non-discrimination/sex discrimination.

**Responding to Sexual Harassment**

The District will respond to all incidents of sexual harassment: (a) of which it has actual knowledge, and (b) that occurs within the school's education program or activity and (c) occurs against a person in the United States.

**"Actual knowledge"** means notice of sexual harassment or an allegation of sexual harassment brought to the attention of the Title IX Coordinator, any official of the school who has authority to institute corrective measures on the behalf or the school as well as to any employee of an elementary and secondary school. Accordingly, any District employee with actual knowledge that sexual harassment is occurring shall notify the District's Title IX Coordinator.

Education program or activity includes locations, events, or circumstances over which the school exercises substantial control over both the respondent (perpetrator of sexual harassment) and the context in which the sexual harassment occurs. In addition to occurring on school grounds, sexual harassment may potentially occur off campus, in places or situations where athletic and extracurricular activities occur, on field trips, on the school bus, at school related conferences or through use of school technology depending upon whether the District exercises control over both the respondent and the context in which the sexual harassment occurs.

## Reporting Sexual Harassment

### Informal Reports

Any person, including parent/guardians, students, employees and third parties, may report sexual harassment in the District's education program or activity. Reporting may be in person, by mail, telephone, or by electronic mail, using the contact information provided for the Title IX Coordinator. Reports may be made during non-business hours. Reports may be made anonymously. When a reporter fails to identify a specific complainant (victim of sexual harassment) or to identify him/herself as the reporter, the District's response may be limited. Informal reports will be accepted in any form; however, forms for making both informal reports and formal complaints are available on the District's website and may also be obtained from the Title IX Coordinator.

### Formal Complaint

While third parties may make informal reports of sexual harassment in the District's education program or activities, a formal complaint may only be made by a complainant or by the Title IX Coordinator, triggering an investigation and adherence to grievance procedures set forth herein. A formal complaint is a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that an investigation commence.

While there is no time limit for making a report or filing a formal complaint of sexual harassment, reporters/complainants are encouraged to promptly report incidents of sexual harassment to avoid the potential loss of evidence, a lapse in the memories of parties or witnesses or the unavailability of persons key to an investigation. The District understands that a victim may decide not to report sexual harassment, to file a formal complaint and/or may decide to wait to come forward with a report/formal complaint for a variety of reasons. The District respects complainants' decisions. However, the Title IX Coordinator has discretion to sign a formal complaint that initiates the grievance process where necessary to avoid deliberate indifference to sexual harassment even without a formal complaint from the complainant.

Forms for making both informal reports and formal complaints are available on the District's website and from the Title IX Coordinator.

Supportive measures will be offered to a complainant with or without a formal complaint.

The Title IX Coordinator may consolidate formal complaints as to allegations against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations arise out of the same facts or circumstances.

### Response Including Supportive Measures

Upon actual knowledge of sexual harassment, the Title IX Coordinator will promptly contact the complainant to advise and discuss with the complainant (1) the availability of supportive measures (with or without a formal complaint) and consider the complainant's wishes with respect to supportive measures (2) the right to file a formal complaint, and (3) how to file a

formal complaint. The complainant shall be provided with a copy of the Board's policy prohibiting sexual harassment and with a copy of this regulation containing the grievance procedure.

With or without the filing of a formal complaint, a complainant as well as a respondent shall be offered, free of charge, non-disciplinary, non-punitive individualized supportive measures. Supportive measures are designed to restore or preserve equal access to the education program or activity, protect the safety of all parties and the educational environment, and deter sexual harassment, without unreasonably burdening the other party.

Supportive measures may include, but are not limited to:

- Counseling
- Course adjustments
- Modification of work
- Modification of class schedules
- Escorts
- Increased monitoring
- Restrictions on contact

Supportive measures may be modified at any time as appropriate based upon changed or evolving circumstances and may be offered before or after the filing of a formal complaint or where no complaint has been filed at all. Supportive measures may also be part of any ultimate remedy. No disciplinary action for sexual harassment shall be taken against a respondent without first following the grievance procedures set out herein and a determination of responsibility has been made. If the respondent has engaged in conduct other than sexual harassment in violation of a code of conduct or similar restriction, the respondent may be disciplined for such action(s) notwithstanding an ongoing investigation.

**Emergency Removal/Administrative Leave**

With or without the filing of a formal complaint, an emergency removal of a respondent from the education program or activity is permissible provided that the District conducts an individualized safety and risk analysis and determines that emergency removal is necessary in order to protect a student or other individual from an immediate threat to physical health or safety, and provides notice and an opportunity to challenge the decision. This does not modify any rights under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act (ADA).

A non-student employee respondent may be placed on administrative leave during the pendency of an investigation.

**Dismissals of Complaints**

**Mandatory Dismissal**

A complaint of sexual harassment must be dismissed if:

1. it fails to allege conduct that constitutes sexual harassment, even if proved;

2. the alleged conduct did not occur in a District activity or program or

3. the alleged conduct did not occur against a person in the United States.

**Permissive Dismissal**

A complaint of sexual harassment may be dismissed if:

1. the complainant notifies the Title IX Coordinator that he/she wishes to withdraw the complaint or an allegation;

2. the respondent's enrollment or employment ends;

3. specific circumstances exist that prevent the District from gathering enough evidence to reach a determination i.e. significant passage of time between the formal complaint and the alleged conduct; failure of a complainant to cooperate with the grievance process.

The complainant and the respondent will promptly and simultaneously be provided written notice of the dismissal of a complaint or allegation including the reasons for the mandatory or discretionary dismissal and an explanation of appeal rights as set forth in this regulation.

**Grievance Procedures (to be used for formal complaints only)**

Grievance Procedures consistent with the regulations under Title IX as promulgated by the U.S. Department of Education and the principles of due process, the Bridgeport Board of Education adopts the following Grievance Procedures responsive to formal complaints.

**a. Notice**

Written notice of the complaint shall be provided to the respondent prior to an initial interview with the respondent.

Written notice provided to the respondent shall include:

- notice of the Grievance Procedure, including any informal resolution process;

- notice of the allegations in sufficiently detail to allow the respondent to prepare a response; a statement that the respondent is presumed not responsible for sexual harassment and responsibility will be determined at the conclusion of the Grievance Process;

- notice of the right to have an advisor to inspect/review evidence; and

- notice of any provision in applicable codes of conduct that prohibit knowingly making false statements or providing false information in the grievance process.

Likewise, the complainant shall be provided with written notice of a formal complaint.

Additional written notice shall be provided to the parties in the event of additional or revised allegations of sexual harassment.

**b. Investigation**

The District will promptly investigate all formal complaints of sexual harassment in accordance with these grievance procedures.

The District will designate personnel to investigate formal complaints and such personnel shall be trained in accordance with this regulation. The person(s) designated as the investigator(s) may not be the same person as the Decision-maker(s).
The investigator will attempt to collect all relevant information and evidence. While the investigator, acting on behalf of the District, will have the burden of gathering evidence, it is crucial that the parties present evidence and identify witnesses to the investigator so that they may be considered during the investigation. The investigation may include, among other things, interviewing the complainant, the respondent, any witnesses; reviewing law enforcement investigation documents if applicable; reviewing relevant student or employment files (preserving confidentiality as required by law); and gathering and examining other relevant documents, social media, and evidence.

Until a determination is made, the respondent shall be entitled to a presumption of that they are not responsible for sexual harassment. Both parties are to be treated fairly throughout the investigation and shall be entitled to an unbiased investigator who has not prejudged the matter being investigated.

The burden of proof shall be by a preponderance of the evidence. Both parties shall be provided with an equal opportunity to present facts and witnesses and other inculpatory or exculpatory evidence. However, the burden of proof rests on the District not the parties.

Each party shall have the opportunity to select an advisor of the parties "choice." The advisor may accompany the parties during any grievance proceeding at which the party's attendance is requested. The District may, in its discretion, establish certain restrictions regarding the extent to which an advisor may participate in the proceedings. If any such restrictions are established, they will be applied equally to all parties.

The school shall send written notice to both the complainant and respondent of any investigative interviews, or other meetings providing sufficient time for the party to prepare to participate.

Prior to the conclusion of the investigation and the issuing of a final investigative report, the complainant and respondent and their advisors, if applicable, shall be provided evidence directly related to the allegations (electronic or hard copy) with at least ten (10) calendar days to inspect, review and respond in writing to the evidence. The evidence provided shall include the evidence

upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source. Such evidence shall not be further disseminated by the parties. The parties and advocates shall not further disseminate such evidence and may be required to execute a non-disclosure agreement.

The complainant and respondent shall not be prohibited from discussing the allegations or gather evidence, i.e. no "gag" orders. All parties' First Amendment rights shall be honored.

Evidence of the complainant's prior sexual activity is not relevant and may not be introduced except to prove that someone other than the respondent committed the alleged misconduct or is offered to prove consent.

Supportive measures shall be offered to the complainant or respondent pending a final resolution after consultation with them.

**c. Investigative Report**

The investigator shall create an investigative report that fairly summarizes the relevant evidence. The investigator shall provide the Decision-Maker the investigative report along with the evidence considered. The parties will be provided with a copy of the final investigative report shared with the Decision-Maker.

**d. Decision-Maker**

The Superintendent of Schools will appoint a Decision-Maker(s), who shall be a District employee or third-party contractor and who shall be someone other than the Title IX Coordinator or investigator(s).

The parties may submit a written response to the Decision-Maker within ten (10) calendar days of receiving the investigative report from the investigator. The Decision-Maker may extend this deadline for good cause.

Before reaching a determination regarding responsibility, the Decision-Maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The Decision-Maker will determine if the questions submitted are relevant to the case and will then forward the relevant questions to the respective parties or witness for a response. The Decision-Maker will explain to the party proposing the questions any decision to exclude a question as not relevant. The Decision-Maker will provide the parties with the answers to their questions and allow for limited follow-up questions by the parties.

The Decision-Maker must review all the evidence; apply the preponderance of the evidence standard; and issue a written determination.

The written determination must include:

a) an identification of the allegations potentially constituting sexual harassment.

b) a description of procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held.

c) findings of fact supporting the determination.

d) conclusions as to whether the conduct alleged occurred and whether the conduct violated the District's code of conduct,

e) the rationale for the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and

f) the District's procedures and permissible bases for the complainant and respondent to appeal.

The Decision-Maker's written determination shall not be issued sooner than ten (10) calendar days from receipt of the investigative report, allowing minimally ten (10) calendar days for an opportunity for the parties to submit written responses and exchange questions and responses and for consideration of these by the Decision-Maker. While taking into consideration the District's overall obligation to respond promptly to sexual harassment complaints, there is no specified timeframe for issuing a written determination. The timeframe may vary on a case-by-case basis in light of the totality of the circumstances, the unique nature of each complaint, and the extent of the evidence to be considered.

The Decision-Maker shall send the written determination simultaneously to the parties along with an explanation of how to file an appeal. Appeal procedures shall apply equally for both parties.

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, on the date on which an appeal would no longer be considered timely.

**Remedies**

Remedies will be provided to a complainant when a respondent is found responsible. Remedies shall be designed to maintain the complainant's equal access to education. The range of remedies in the case a violation is found can range from counseling to serious discipline, up to and including expulsion/termination.

The range of remedies depends on the circumstances but may include previously provided supportive measures, grade changes; the opportunity to retake a test or resubmit an assignment; reassignment of class; school-based counseling; and reinstatement to a team or activity as well as other appropriate measures.

The Title IX Coordinator shall oversee the effectiveness of the remedies toward ensuring no continued sexual harassment occurs.

**Appeal**

A written appeal of the Decision-Maker's determination regarding responsibility or the Title IX Coordinator's dismissal of a complaint may be filed by either party with the Superintendent of Schools or other designated Appeal Decision-Maker ("ADM"), **only** for one or more of the following reasons:

1.) procedural irregularities that affected the outcome
2.) newly discovered evidence that could affect the outcome
3.) the Title IX personnel (Title IX coordinator, investigator/Decision-Maker, etc.) had a conflict of interest or bias that altered the outcome.

The ADM must **receive** the written appeal within ten (10) calendar days of the issuance of the Decision-Maker's determination regarding responsibility or notification of dismissal of the complaint. The appeal must specify the reasons the party is challenging the determination or dismissal. Upon receipt of the appeal, the ADM will send a copy to the other party. The non-appealing party may submit a statement in response to the appeal. The statement by the non-appealing party in response to the appeal must be submitted in writing to the ADM and must be **received** by the ADM within ten (10) calendar days after the ADM has provided the copy of the written appeal. Upon receipt, the ADM shall provide a copy of the statement to the appealing party for review. The appealing party shall not have a right to reply to the statement.

**All submissions shall be via email or fax and must be received by 11:59 p.m. on the date due to be considered timely.**

The Superintendent or other ADM shall determine any additional procedures for the appeal. The ADM shall render a decision within ten (10) calendar days following the non-appealing party's deadline for a written submission, whether or not a submission is made.

The Superintendent or other ADM may extend deadlines pertaining to the appeal process for good cause. However, the deadline to file the appeal may not be extended.

Both parties will be given a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome. The ADM shall consider the appeal and simultaneously notify the parties in writing of the decision on appeal describing the result of the appeal and the rationale for the result.

**Retaliation**

Retaliation against any party, witness, or other participant to an investigation/grievance process is prohibited.

Any claim of retaliation may be filed in accordance with this Grievance Procedure. Discipline for filing or making a false statement shall not constitute retaliation absent evidence of such motivation.

**Informal Resolution**

At any point in the formal complaint process, the District Title IX Coordinator, in their discretion, offer to facilitate an informal resolution option such as mediation or restorative justice.

Both parties must give voluntary, informed written consent.

Either party has a right to withdraw consent at any time, in which case the formal investigation shall proceed.

The informal resolution process shall not be available if the complainant/victim is a student and the respondent is an employee.

Informal resolution may encompass a broad range of conflict resolution strategies, including, but not limited to, arbitration, mediation or restorative justice.

**Confidentiality**

The identities of the complainants, respondents and witnesses, except as provided herein or as required by law, including FERPA, shall not be disclosed.

**Record Keeping**

The District must keep records related to reports of alleged sexual harassment for a minimum of seven years, including investigation records, disciplinary sanctions, remedies, appeals, and records of any action taken, including supportive measures. Additionally, District must also keep for a minimum of seven years any materials used to train Title IX Coordinators, investigators, Decision-Makers, any employee designated to facilitate an informal process.

**Alternate Complaint Procedures**

In addition, or as an alternative to the filing of a sexual harassment complaint through the District's grievance procedure, a person may choose to file a complaint with the Office for Civil Rights of the United States Department of Education, any other state or federal agency designated to receive such complaints and/or to report an incident of sexual harassment to law enforcement.

**Statement of Protected Rights**

Application of this policy and its grievance procedure shall not be interpreted to restrict rights protected under the U.S. Constitution, including the right to free speech, to be free from self-incrimination and to due process of law.

**Mandated Reporters**

Nothing in the Board's sexual harassment policy or this regulation shall interfere with or alter a mandated reporter's responsibility to report child abuse or neglect or sexual assault to DCF or the police as may be required by law.

**Training**

Training shall be provided to Title IX personnel, including, but not limited to, Title IX Coordinators, investigators, Decision-Makers, and any employee designated to facilitate an informal process in accordance with the regulation under Title IX as promulgated by the U.S. Department of Education, as it may be amended from time to time.

Training shall include, but is not limited to, explanation or instruction regarding:

- the definition of "sexual harassment"
- grievance procedures
- how to conduct an investigation
- how to prepare an investigative report
- training on any technology that might be needed to carry out responsibility for investigation or decision making e.g. recording device for live hearing
- issues of relevance including how to apply rape shield protections for complainants and application of legally recognized privilege

Training may additionally be provided to other school employees as deemed appropriate.

A record shall be kept reflecting the names of all employees who receive training along with the date and nature of the training.

Materials used to train personnel shall be posted to the District's website and maintained as required under the regulations under Title IX as promulgated by the U.S. Department of Education, as it may be amended from time to time.

**Regulation approved:**

BRIDGEPORT PUBLIC SCHOOLS

Bridgeport, CT

5145.5

4118.112

4218.112

**Personnel -- Certified/Non-Certified**

**Students**

**Sexual Harassment**

**Prohibition Against Sexual Harassment**

Bridgeport Board of Education (Board) prohibits sexual harassment including sexual assault in the District's education program or activities. Education program or activity includes locations, events, or circumstances over which the school exercises substantial control over both the respondent (alleged perpetrator of sexual harassment) and the context in which the sexual harassment occurs. In addition to occurring on school grounds, sexual harassment may potentially occur off campus, in places or situations where athletic and extracurricular activities occur, on field trips, on the school bus, at school-related conferences or through use of school technology.

The District shall respond to sexual harassment occurring in the District's education program or activities for which it has "actual knowledge." **"Actual knowledge"** means notice of sexual harassment or an allegation of sexual harassment brought to the attention of the Title IX Coordinator, any official of the school who has authority to institute corrective measures on the behalf or the school, as well as to any other employee of an elementary and secondary school.

Sexual harassment may take the form of student-on-student, employee-student, employee-employee, student-employee sexual harassment, or may be perpetrated against students or employees by third parties under the control of the District. Students who engage in proven sexual harassment may be subject to discipline, up to and including expulsion. Employees who engage in proven sexual harassment may be subject to disciplinary action, up to and including termination, as well as other action required under the law.

**Definition of Sexual Harassment for the Purposes of Title IX**

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

(i) A school employee conditioning an education benefit or service on participation in unwelcome sexual conduct (i.e., quid pro quo).

(ii) Unwelcome conduct that a reasonable person would determine is so severe, pervasive and objectively offensive that it effectively denies a person equal access to the school's education program or activity.

(iii) "Sexual assault" as defined in 20 U.S.C. 1092 (f)(6)(A)(v)(the Clery Act), "dating violence" as defined 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30) (the Violence Against Women Act (VAWA).

Examples of sexual harassment may include, but are not limited to:

- pressure for sexual activity
- repeated remarks with sexual or sexually demeaning implications
- unwelcome or inappropriate touching
- sexual assault
- suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning a student's grades or academic standing or an employee's employment status
- telling lewd jokes or sharing stories about sexual experiences – even if not directed at you but done in your presence to cause you discomfort
- sending unwanted suggestive or lewd emails, letters or other communications or sharing images of a sexual nature around the workplace or displaying posters, items or screensavers of a sexual nature
- repeatedly asking for dates despite being rebuffed
- making sexually offensive gestures or facial expressions
- dating violence or stalking

**Other Definitions**

**"Complainant"** is defined as a person who is alleged to be the victim of conduct that could constitute sexual harassment.

**"Respondent"** is defined as a person who is alleged to be the perpetrator of conduct that could constitute sexual harassment.

**"Supportive measures"** are defined as non-disciplinary, non-punitive, individualized services, offered as appropriate and without charge to a complainant or respondent before or after the filing of a formal complaint, or where no complaint has been filed.

**Title IX Coordinator**

The Superintendent of Schools designates and authorizes the Assistant Superintendent of Curriculum and Instruction and/or Assistant Superintendent of Human Capital to be the District's Title IX Coordinator. This individual shall be referred to as the Title IX Coordinator and is responsible for ensuring compliance across the school district with Title IX, corresponding state law, and applicable Board policy concerning sexual harassment.

Applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees, and all unions shall be notified of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

The Title IX Coordinator's contact information shall be posted on the District's website and included in student and employee handbooks and published in other locations as deemed appropriate.

**Reporting Sexual Harassment**

Any person, including, but not limited to, students, their parents or guardians, employees, bystanders or third parties (whether or not the person is the alleged victim), may report sexual harassment occurring in the District's education program or activities. Reporting may occur in person, by mail, by telephone or by electronic mail, using the contact information provided for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Reports may be made at any time including during non-business hours.

A formal complaint is defined as a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against an individual and requesting that the school investigate the alleged sexual harassment. In an instance where the Title IX Coordinator signs the complaint, the Title IX Coordinator is not a party to the complaint nor is such action taken on behalf of the complainant.

The Title IX Coordinator will make forms available for both informal reports and formal complaints. Additionally, forms will be posted on the District's website. Informal reports are permissible and may be brought by any person. However, only a complainant and/or the District's Title IX Coordinator may file a formal complaint. All formal complaints will be investigated. Supportive measures shall be offered to a complainant with or without the filing of a formal complaint.

There is no time limit on a complainant's decision to file a formal complaint, but complainants are encouraged to promptly file or report incidents of sexual harassment.

**Response Including Supportive Measures**

Any school employee with actual knowledge of sexual harassment shall promptly inform the District's Title IX Coordinator. The failure to do so may be grounds for disciplinary action.

Upon actual knowledge of  sexual harassment occurring in the District's program or activity, the Title IX Coordinator will promptly contact the complainant to advise and discuss with the complainant (1) the availability of supportive measures with or without the filing of a formal complaint, (2) the right to file a formal complaint and (3) how to file a formal complaint.

A complainant as well as a respondent shall be offered free, individualized "supportive measures" (e.g., counseling, course related adjustments, modification of work or class schedules, escort services, increased security/monitoring of certain areas, mutual restrictions on contact between the parties) designed to restore or preserve equal access to education with or without a formal complaint. These, as well as other measures, may be part of a final remedy.

Upon the filing a formal complaint, the complainant will be provided with a copy of this policy and its grievance procedures.

Written notice shall be provided to the respondent and the complainant advising that a formal complaint has been filed. The respondent shall be entitled to a presumption that they are not responsible for sexual harassment. Both parties will be treated fairly throughout the investigation and shall be entitled to an unbiased investigator who has not prejudged the matter being investigated.

Complaints that fail to allege a violation of Title IX shall be dismissed without investigation. This does not preclude the school administration from investigating or addressing the underlying conduct under relevant codes of conduct or Board policy.

**Emergency Removal/Administrative Leave**

An emergency removal of a respondent from the education program or activity is permissible provided that the District conducts an individualized safety and risk analysis and determines that emergency removal is necessary in order to protect a student or other individual from an immediate threat to physical health or safety and notice and an opportunity to challenge the decision is provided. This does not modify any rights under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act (ADA).

An employee-respondent may be placed on administrative leave during the pendency of a grievance process.

**Informal Resolution**

At any point in the formal complaint process, the Title IX Coordinator, in their discretion, may offer to facilitate an informal resolution option such as mediation or restorative justice.

Both parties must give voluntary, informed written consent.

Either party has a right to withdraw consent at any time, in which case the formal investigation shall proceed.

The informal resolution process shall not be available if the complainant/victim is a student and the respondent is an employee.

**Grievance Procedures**

The District will promptly and thoroughly investigate all formal complaints of sexual harassment in accordance with established grievance procedures.

District grievance procedures shall be established in the form of a regulation accompanying this policy.

The grievance procedure shall be used for the reporting and investigation of, and response to formal complaint of sexual harassment in the District's education program and activities against a person in the United States.

The District's grievances procedures shall be designed to comply with the regulation under Title IX as promulgated by the U.S. Department of Education, as it may be amended from time to time. Among other required provisions, the grievance procedures shall establish standards for

fairness and equity, explain how to file a complaint, address required notice, set out timelines for various components of the investigation and adjudication process, establish and explain grounds for the dismissal of a complaint and provide and explain the appeal process available to both parties, include a presumption that the respondent is not responsible for sexual harassment, state the evidence standard to be used to determine responsibility, and require objective evaluation of all available evidence.

**Training**

Training shall be provided to Title IX personnel in accordance with the regulation under Title IX as promulgated by the U.S. Department of Education, as it may be amended from time to time. Additional training may be provided to all school employees as deemed advisable.

Training materials used to train Title IX personnel shall be posted on the District's website.

**Prohibition Against Retaliation**

Retaliation against any party, witness or other participant to the grievance process is prohibited. Retaliation may form a basis for a complaint under this policy. The charging of a person with a code of conduct violation based upon a person making a materially false statement in bad faith in an investigation is not considered retaliatory.

**Dissemination, Posting and Discussion of Policy**

This policy along with its accompanying regulation/grievance procedure shall appear in the Student Handbook, be discussed with students at least annually and more often as needed, be posted in prominent and accessible locations in each school building and in the Board of Education offices and be published on the District's website along with the name/title and contact information for the Title IX Coordinator.

**Record Keeping**

The District must keep records related to reports of alleged sexual harassment for a minimum of seven years, including investigation records, disciplinary sanctions, remedies, appeals, and records of any action taken, including supportive measures. Additionally, Districts must also keep for a minimum of seven years any materials used to train Title IX Coordinators, investigators, decision-makers, and any employee designed to facilitate an informal process.

**Alternate Complaint Procedures**

In addition, or as an alternative to the filing of a sexual harassment complaint through the District's grievance procedure, a person may choose to file a complaint with the Office for Civil Rights of the United States Department of Education.

**Statement of Protected Rights**

Application of this policy and its grievance procedure shall not be interpreted to restrict rights protected under the U.S. Constitution, including the right to free speech, to be free from self-incrimination and to due process of law.

Legal References:  Connecticut General Statutes

10-15c Discrimination in public schools prohibited. School attendance by five-year-olds.

United States Constitution, Article XIV.

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, et seq.

Title IX of the Education Amendments of 1972, 34 C.F.R. 106.1, et

seq.

Title IX Regulation, 34 C.F.R. Part 106

20 U.S.C. 1092 (f)(6)(A)(v)

34 U.S.C. 12291 (a)(8), (a)(10), (a)(36)

Gebser v. Lago Vista Independent School District 524 U.S. 274 (1998)

Davis v. Monroe County Bd. Of Educ.,526 U.S. 629 (1999)

**Policy adopted:**

BRIDGEPORT PUBLIC SCHOOLS
Bridgeport, Connecticut

**R5145.5**

**R4118.112**

**R4218.112**

**Personnel -- Certified/Non-Certified**

**Students**

**Prohibition Against Sexual Harassment**

**Response to Reports of Sexual Harassment and Grievance Procedures for Formal Complaints**

**Scope**

This regulation shall govern reports and complaints of sexual harassment made by or against Bridgeport Public Schools students and employees alike.

Only reports/complaints of sexual harassment in violation of Title IX are governed by this regulation. The grievance process required for formal sexual harassment complaints contained in this regulation does not apply to complaints alleging discrimination based on pregnancy, different treatment based on sex, or other forms of sex discrimination. Reports of sex discrimination other than sexual harassment shall be made and addressed in accordance with the Bridgeport Board of Education policies and regulations governing non-discrimination/sex discrimination.

**Responding to Sexual Harassment**

The District will respond to all incidents of sexual harassment: (a) of which it has actual knowledge, and (b) that occurs within the school's education program or activity and (c) occurs against a person in the United States.

**"Actual knowledge"** means notice of sexual harassment or an allegation of sexual harassment brought to the attention of the Title IX Coordinator, any official of the school who has authority to institute corrective measures on the behalf or the school as well as to any employee of an elementary and secondary school. Accordingly, any District employee with actual knowledge that sexual harassment is occurring shall notify the District's Title IX Coordinator.

Education program or activity includes locations, events, or circumstances over which the school exercises substantial control over both the respondent (perpetrator of sexual harassment) and the context in which the sexual harassment occurs. In addition to occurring on school grounds, sexual harassment may potentially occur off campus, in places or situations where athletic and extracurricular activities occur, on field trips, on the school bus, at school related conferences or through use of school technology depending upon whether the District exercises control over both the respondent and the context in which the sexual harassment occurs.

## Reporting Sexual Harassment

### Informal Reports

Any person, including parent/guardians, students, employees and third parties, may report sexual harassment in the District's education program or activity. Reporting may be in person, by mail, telephone, or by electronic mail, using the contact information provided for the Title IX Coordinator. Reports may be made during non-business hours. Reports may be made anonymously. When a reporter fails to identify a specific complainant (victim of sexual harassment) or to identify him/herself as the reporter, the District's response may be limited. Informal reports will be accepted in any form; however, forms for making both informal reports and formal complaints are available on the District's website and may also be obtained from the Title IX Coordinator.

### Formal Complaint

While third parties may make informal reports of sexual harassment in the District's education program or activities, a formal complaint may only be made by a complainant or by the Title IX Coordinator, triggering an investigation and adherence to grievance procedures set forth herein. A formal complaint is a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that an investigation commence.

While there is no time limit for making a report or filing a formal complaint of sexual harassment, reporters/complainants are encouraged to promptly report incidents of sexual harassment to avoid the potential loss of evidence, a lapse in the memories of parties or witnesses or the unavailability of persons key to an investigation. The District understands that a victim may decide not to report sexual harassment, to file a formal complaint and/or may decide to wait to come forward with a report/formal complaint for a variety of reasons. The District respects complainants' decisions. However, the Title IX Coordinator has discretion to sign a formal complaint that initiates the grievance process where necessary to avoid deliberate indifference to sexual harassment even without a formal complaint from the complainant.

Forms for making both informal reports and formal complaints are available on the District's website and from the Title IX Coordinator.

Supportive measures will be offered to a complainant with or without a formal complaint.

The Title IX Coordinator may consolidate formal complaints as to allegations against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations arise out of the same facts or circumstances.

### Response Including Supportive Measures

Upon actual knowledge of sexual harassment, the Title IX Coordinator will promptly contact the complainant to advise and discuss with the complainant (1) the availability of supportive measures (with or without a formal complaint) and consider the complainant's wishes with respect to supportive measures (2) the right to file a formal complaint, and (3) how to file a

formal complaint. The complainant shall be provided with a copy of the Board's policy prohibiting sexual harassment and with a copy of this regulation containing the grievance procedure.

With or without the filing of a formal complaint, a complainant as well as a respondent shall be offered, free of charge, non-disciplinary, non-punitive individualized supportive measures. Supportive measures are designed to restore or preserve equal access to the education program or activity, protect the safety of all parties and the educational environment, and deter sexual harassment, without unreasonably burdening the other party.

Supportive measures may include, but are not limited to:

- Counseling
- Course adjustments
- Modification of work
- Modification of class schedules
- Escorts
- Increased monitoring
- Restrictions on contact

Supportive measures may be modified at any time as appropriate based upon changed or evolving circumstances and may be offered before or after the filing of a formal complaint or where no complaint has been filed at all. Supportive measures may also be part of any ultimate remedy. No disciplinary action for sexual harassment shall be taken against a respondent without first following the grievance procedures set out herein and a determination of responsibility has been made. If the respondent has engaged in conduct other than sexual harassment in violation of a code of conduct or similar restriction, the respondent may be disciplined for such action(s) notwithstanding an ongoing investigation.

**Emergency Removal/Administrative Leave**

With or without the filing of a formal complaint, an emergency removal of a respondent from the education program or activity is permissible provided that the District conducts an individualized safety and risk analysis and determines that emergency removal is necessary in order to protect a student or other individual from an immediate threat to physical health or safety, and provides notice and an opportunity to challenge the decision. This does not modify any rights under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act (ADA).

A non-student employee respondent may be placed on administrative leave during the pendency of an investigation.

**Dismissals of Complaints**

**Mandatory Dismissal**

A complaint of sexual harassment must be dismissed if:

1. it fails to allege conduct that constitutes sexual harassment, even if proved;

2. the alleged conduct did not occur in a District activity or program or

3. the alleged conduct did not occur against a person in the United States.

**Permissive Dismissal**

A complaint of sexual harassment may be dismissed if:

1. the complainant notifies the Title IX Coordinator that he/she wishes to withdraw the complaint or an allegation;

2. the respondent's enrollment or employment ends;

3. specific circumstances exist that prevent the District from gathering enough evidence to reach a determination i.e. significant passage of time between the formal complaint and the alleged conduct; failure of a complainant to cooperate with the grievance process.

The complainant and the respondent will promptly and simultaneously be provided written notice of the dismissal of a complaint or allegation including the reasons for the mandatory or discretionary dismissal and an explanation of appeal rights as set forth in this regulation.

**Grievance Procedures (to be used for formal complaints only)**

Grievance Procedures consistent with the regulations under Title IX as promulgated by the U.S. Department of Education and the principles of due process, the Bridgeport Board of Education adopts the following Grievance Procedures responsive to formal complaints.

**a. Notice**

Written notice of the complaint shall be provided to the respondent prior to an initial interview with the respondent.

Written notice provided to the respondent shall include:

- notice of the Grievance Procedure, including any informal resolution process;

- notice of the allegations in sufficiently detail to allow the respondent to prepare a response; a statement that the respondent is presumed not responsible for sexual harassment and responsibility will be determined at the conclusion of the Grievance Process;

- notice of the right to have an advisor to inspect/review evidence; and

- notice of any provision in applicable codes of conduct that prohibit knowingly making false statements or providing false information in the grievance process.

Likewise, the complainant shall be provided with written notice of a formal complaint.

Additional written notice shall be provided to the parties in the event of additional or revised allegations of sexual harassment.

**b. Investigation**

The District will promptly investigate all formal complaints of sexual harassment in accordance with these grievance procedures.

The District will designate personnel to investigate formal complaints and such personnel shall be trained in accordance with this regulation. The person(s) designated as the investigator(s) may not be the same person as the Decision-maker(s).
The investigator will attempt to collect all relevant information and evidence. While the investigator, acting on behalf of the District, will have the burden of gathering evidence, it is crucial that the parties present evidence and identify witnesses to the investigator so that they may be considered during the investigation. The investigation may include, among other things, interviewing the complainant, the respondent, any witnesses; reviewing law enforcement investigation documents if applicable; reviewing relevant student or employment files (preserving confidentiality as required by law); and gathering and examining other relevant documents, social media, and evidence.

Until a determination is made, the respondent shall be entitled to a presumption of that they are not responsible for sexual harassment. Both parties are to be treated fairly throughout the investigation and shall be entitled to an unbiased investigator who has not prejudged the matter being investigated.

The burden of proof shall be by a preponderance of the evidence. Both parties shall be provided with an equal opportunity to present facts and witnesses and other inculpatory or exculpatory evidence. However, the burden of proof rests on the District not the parties.

Each party shall have the opportunity to select an advisor of the parties "choice." The advisor may accompany the parties during any grievance proceeding at which the party's attendance is requested. The District may, in its discretion, establish certain restrictions regarding the extent to which an advisor may participate in the proceedings. If any such restrictions are established, they will be applied equally to all parties.

The school shall send written notice to both the complainant and respondent of any investigative interviews, or other meetings providing sufficient time for the party to prepare to participate.

Prior to the conclusion of the investigation and the issuing of a final investigative report, the complainant and respondent and their advisors, if applicable, shall be provided evidence directly related to the allegations (electronic or hard copy) with at least ten (10) calendar days to inspect, review and respond in writing to the evidence. The evidence provided shall include the evidence

upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source. Such evidence shall not be further disseminated by the parties. The parties and advocates shall not further disseminate such evidence and may be required to execute a non-disclosure agreement.

The complainant and respondent shall not be prohibited from discussing the allegations or gather evidence, i.e. no "gag" orders. All parties' First Amendment rights shall be honored.

Evidence of the complainant's prior sexual activity is not relevant and may not be introduced except to prove that someone other than the respondent committed the alleged misconduct or is offered to prove consent.

Supportive measures shall be offered to the complainant or respondent pending a final resolution after consultation with them.

**c. Investigative Report**

The investigator shall create an investigative report that fairly summarizes the relevant evidence. The investigator shall provide the Decision-Maker the investigative report along with the evidence considered. The parties will be provided with a copy of the final investigative report shared with the Decision-Maker.

**d. Decision-Maker**

The Superintendent of Schools will appoint a Decision-Maker(s), who shall be a District employee or third-party contractor and who shall be someone other than the Title IX Coordinator or investigator(s).

The parties may submit a written response to the Decision-Maker within ten (10) calendar days of receiving the investigative report from the investigator. The Decision-Maker may extend this deadline for good cause.

Before reaching a determination regarding responsibility, the Decision-Maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The Decision-Maker will determine if the questions submitted are relevant to the case and will then forward the relevant questions to the respective parties or witness for a response. The Decision-Maker will explain to the party proposing the questions any decision to exclude a question as not relevant. The Decision-Maker will provide the parties with the answers to their questions and allow for limited follow-up questions by the parties.

The Decision-Maker must review all the evidence; apply the preponderance of the evidence standard; and issue a written determination.

The written determination must include:

a) an identification of the allegations potentially constituting sexual harassment.

b) a description of procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held.

c) findings of fact supporting the determination.

d) conclusions as to whether the conduct alleged occurred and whether the conduct violated the District's code of conduct,

e) the rationale for the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and

f) the District's procedures and permissible bases for the complainant and respondent to appeal.

The Decision-Maker's written determination shall not be issued sooner than ten (10) calendar days from receipt of the investigative report, allowing minimally ten (10) calendar days for an opportunity for the parties to submit written responses and exchange questions and responses and for consideration of these by the Decision-Maker. While taking into consideration the District's overall obligation to respond promptly to sexual harassment complaints, there is no specified timeframe for issuing a written determination. The timeframe may vary on a case-by-case basis in light of the totality of the circumstances, the unique nature of each complaint, and the extent of the evidence to be considered.

The Decision-Maker shall send the written determination simultaneously to the parties along with an explanation of how to file an appeal. Appeal procedures shall apply equally for both parties.

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, on the date on which an appeal would no longer be considered timely.

**Remedies**

Remedies will be provided to a complainant when a respondent is found responsible. Remedies shall be designed to maintain the complainant's equal access to education. The range of remedies in the case a violation is found can range from counseling to serious discipline, up to and including expulsion/termination.

The range of remedies depends on the circumstances but may include previously provided supportive measures, grade changes; the opportunity to retake a test or resubmit an assignment; reassignment of class; school-based counseling; and reinstatement to a team or activity as well as other appropriate measures.

The Title IX Coordinator shall oversee the effectiveness of the remedies toward ensuring no continued sexual harassment occurs.

**Appeal**

A written appeal of the Decision-Maker's determination regarding responsibility or the Title IX Coordinator's dismissal of a complaint may be filed by either party with the Superintendent of Schools or other designated Appeal Decision-Maker ("ADM"), **only** for one or more of the following reasons:

1.) procedural irregularities that affected the outcome
2.) newly discovered evidence that could affect the outcome
3.) the Title IX personnel (Title IX coordinator, investigator/Decision-Maker, etc.) had a conflict of interest or bias that altered the outcome.

The ADM must **receive** the written appeal within ten (10) calendar days of the issuance of the Decision-Maker's determination regarding responsibility or notification of dismissal of the complaint. The appeal must specify the reasons the party is challenging the determination or dismissal. Upon receipt of the appeal, the ADM will send a copy to the other party. The non-appealing party may submit a statement in response to the appeal. The statement by the non-appealing party in response to the appeal must be submitted in writing to the ADM and must be **received** by the ADM within ten (10) calendar days after the ADM has provided the copy of the written appeal. Upon receipt, the ADM shall provide a copy of the statement to the appealing party for review. The appealing party shall not have a right to reply to the statement.

**All submissions shall be via email or fax and must be received by 11:59 p.m. on the date due to be considered timely.**

The Superintendent or other ADM shall determine any additional procedures for the appeal. The ADM shall render a decision within ten (10) calendar days following the non-appealing party's deadline for a written submission, whether or not a submission is made.

The Superintendent or other ADM may extend deadlines pertaining to the appeal process for good cause. However, the deadline to file the appeal may not be extended.

Both parties will be given a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome. The ADM shall consider the appeal and simultaneously notify the parties in writing of the decision on appeal describing the result of the appeal and the rationale for the result.

**Retaliation**

Retaliation against any party, witness, or other participant to an investigation/grievance process is prohibited.

Any claim of retaliation may be filed in accordance with this Grievance Procedure. Discipline for filing or making a false statement shall not constitute retaliation absent evidence of such motivation.

**Informal Resolution**

At any point in the formal complaint process, the District Title IX Coordinator, in their discretion, offer to facilitate an informal resolution option such as mediation or restorative justice.

Both parties must give voluntary, informed written consent.

Either party has a right to withdraw consent at any time, in which case the formal investigation shall proceed.

The informal resolution process shall not be available if the complainant/victim is a student and the respondent is an employee.

Informal resolution may encompass a broad range of conflict resolution strategies, including, but not limited to, arbitration, mediation or restorative justice.

**Confidentiality**

The identities of the complainants, respondents and witnesses, except as provided herein or as required by law, including FERPA, shall not be disclosed.

**Record Keeping**

The District must keep records related to reports of alleged sexual harassment for a minimum of seven years, including investigation records, disciplinary sanctions, remedies, appeals, and records of any action taken, including supportive measures. Additionally, District must also keep for a minimum of seven years any materials used to train Title IX Coordinators, investigators, Decision-Makers, any employee designated to facilitate an informal process.

**Alternate Complaint Procedures**

In addition, or as an alternative to the filing of a sexual harassment complaint through the District's grievance procedure, a person may choose to file a complaint with the Office for Civil Rights of the United States Department of Education, any other state or federal agency designated to receive such complaints and/or to report an incident of sexual harassment to law enforcement.

**Statement of Protected Rights**

Application of this policy and its grievance procedure shall not be interpreted to restrict rights protected under the U.S. Constitution, including the right to free speech, to be free from self-incrimination and to due process of law.

**Mandated Reporters**

Nothing in the Board's sexual harassment policy or this regulation shall interfere with or alter a mandated reporter's responsibility to report child abuse or neglect or sexual assault to DCF or the police as may be required by law.

**Training**

Training shall be provided to Title IX personnel, including, but not limited to, Title IX Coordinators, investigators, Decision-Makers, and any employee designated to facilitate an informal process in accordance with the regulation under Title IX as promulgated by the U.S. Department of Education, as it may be amended from time to time.

Training shall include, but is not limited to, explanation or instruction regarding:

- the definition of "sexual harassment"
- grievance procedures
- how to conduct an investigation
- how to prepare an investigative report
- training on any technology that might be needed to carry out responsibility for investigation or decision making e.g. recording device for live hearing
- issues of relevance including how to apply rape shield protections for complainants and application of legally recognized privilege

Training may additionally be provided to other school employees as deemed appropriate.

A record shall be kept reflecting the names of all employees who receive training along with the date and nature of the training.

Materials used to train personnel shall be posted to the District's website and maintained as required under the regulations under Title IX as promulgated by the U.S. Department of Education, as it may be amended from time to time.

**Regulation approved:**

BRIDGEPORT PUBLIC SCHOOLS

Bridgeport, CT