

Regular Board Meeting
Tuesday, April 21, 2026 6:00 PM Mountain

North Sanpete High School Band Room
390 E 700 S
Mount Pleasant, UT 84647

1. BUSINESS ITEMS
 - 1.A. Prayer
 - 1.B. Pledge of Allegiance
 - 1.C. Board Recognition and Board Reports
2. BOARD PRESENTATIONS
 - 2.A. Certificated Employees of the Year
 - 2.B. School Report
3. BOARD VISION / GOALS
 - 3.A. PCBL 2025-2026
4. CONSENT CALENDAR
 - 4.A. Approval of Minutes
 - 4.B. Financial Report and Payment Request
 - 4.C. Adoption of Agenda
5. PERSONNEL SERVICES
 - 5.A. Resignations or Retirements
 - 5.B. Substitute, Certificated and Classified Positions
6. SUPPORT SERVICES
 - 6.A. Construction Projects
 - 6.B. Capital Projects
 - 6.C. School Land Trust 2026-2027
 - 6.D. TSSA Plans 2026-2027
7. STUDENT SERVICES
 - 7.A. School Choice
 - 7.B. Dual Immersion
 - 7.C. Student School Board Member Program
8. TRAVEL REQUESTS
9. POLICIES
 - 9.A. D61 E04 Sexual Harassment Policy
 - 9.B. D-18 Physical Examination for Personnel Policy
 - 9.C. E-53 Transgender Students
 - 9.D. D-40 Professional Growth Leave Policy
10. DISCUSSION / INFORMATION ITEMS
 - 10.A. Middle School Student Crossing
 - 10.B. NSBA Conference
11. MATTERS FROM THE BOARD
12. EXECUTIVE SESSION
 - 12.A. Executive Session
13. ADJOURN

Capital Project Needs Plan			School	Discussed	Major Need	High Need	Low Need
Updated 2/9/26			Desire	Priority	Life and Safety		
LOCATION	NEED	FY26					
Fairview Elementary							
Requested	Sinks and Counter in Faculty Room [1]	\$ 1,800.00					\$ 1,800.00
Last	Lockers (talk to Allynne) (Option Look @ replacing) [2]	\$ 40,000.00				\$ 40,000.00	
Year	2 sets of desks and chairs						
if in Blue	Brick Crack repairs on the North Side and by Kitchen Entrance	\$ 3,274.00 [3]			\$ 3,274.00 [4]		
	Lunchroom Tables (at least 10 years old and falling apart) [5]	\$ 49,000.00				\$ 49,000.00	
	Stage Accordion Doors. [6]	\$ 45,000.00					\$ 45,000.00
	Gym Floor (concrete and VCT) [7]	\$ 2,500.00				\$ 2,500.00	
	Old Bathroom / Office Bathroom (Flooring and walls....update) [8]	\$ 7,600.00				\$ 7,600.00	
	Parent Pick up Zone and New Playground / Field (Safer for parent pick up) [9]	\$ 325,000.00				\$ 500,000.00	
	Sprinkler System on North Side [10]	\$ 3,500.00			\$ 3,500.00		
	A/C minisplit in Skills Room	\$ 4,500.00				\$ 4,500.00	
	Total	\$ 482,174.00					
Ftn. Green Elementary							
	VFD for Boiler Circulation [11]	\$ 6,000.00			\$ 6,000.00		\$ 6,000.00
	Wheelchair Playground Access						
	Finish Partial Wall on Stage [12]	\$ 1,500.00			\$ 1,500.00		
	Counter Tops [13]	\$ 14,000.00				\$ 14,000.00	
	Paint Exterior of building (maybe wait until addition) [14]	\$ 60,000.00					\$ 60,000.00
	Tile in entryway (upper Keva) [15]	\$ 3,500.00					\$ 3,500.00
	Total	\$ 79,000.00					
Moroni Elementary							
	Paint outside / inside doors [16]	\$ 4,000.00					\$ 4,000.00
	Repair floor tile (corner by faculty restroom and gym)	\$ 3,500.00				\$ 3,500.00	
	AC / Heater for old office/library- RTU	\$ 10,000.00				\$ 10,000.00	
	Fence around boiler room	\$ 3,500.00					\$ 3,500.00
	Bollards in front of front entry [17]	\$ 1,500.00			\$ 1,500.00		
	Replace East Concrete Steps / Cover [18]	\$ 11,000.00					\$ 11,000.00

Capital Project Needs Plan			School	Discussed	Major Need	High Need	Low Need
Updated 2/9/26			Desire	Priority	Life and Safety		
LOCATION	NEED	FY26					
	Wheelchair Playground Access						
	Better Bus Drop Off [19]						
	South East Corner Property Gravel [20]	\$ 4,100.00					\$ 4,100.00
	Cut ADA ramp in curb by Preschool doors (South Side) [21]	\$ 2,500.00			\$ 2,500.00		
	Rugs for Gym and Gym Hall (5 or 6) [22]	\$ 2,500.00				\$ 2,500.00	
	Wood Chips [23]	\$ 3,000.00			\$ 1,500.00		
	Speech Room Heat-A/C- RTU [24]	\$ 10,000.00			\$ 10,000.00		
	Floor Sink in Gym Custodial Closet/Even Possible ??? [25]	\$ 3,660.00					\$ 3,660.00
	Cover or Secure (Fence) Irrigation Boxes [26]	\$ 4,600.00			\$ 4,600.00		
	Water Softener System Needs to be Replaced [27]	\$ 6,500.00			\$ 6,500.00		
	Total	\$ 70,360.00					
Mt Pleasant Elementary							
	Paint Playground Doors	\$ 1,200.00					\$ 1,200.00
	Keyless Entry Update [28]	\$ 106,000.00				\$ 106,000.00	
	Generator Upgrade for Freezers [29]	\$ 8,000.00				\$ 8,000.00	
	Wheelchair Playground Access						
	Fence on East side needs adjustment or back fill (Gap under the fence	\$ 14,000.00			\$ 5,000.00 [31]		
	Boilers [32]	\$ 330,000.00			\$ 330,000.00 [33]		
	Increase parent pick up area cement area	\$ 16,500.00				\$ 16,500.00	
	Total	\$ 475,700.00					
Pleasant Creek School							
	Fence off access to North West/East side of building (Approved FY26 f	\$ 7,000.00					
	Wall and double door for boiler ramp area [35]	\$ 2,000.00			\$ 2,000.00		
	Window Replacements [37]						
	North Fence 1/2 is damaged, needs to be replaced [38]	\$ 8,100.00				\$ 8,100.00	
	More electrical circuits [39]	\$ 1,500.00			\$ 1,500.00		
	[40]						
	Total	\$ 18,600.00					
Spring City Elementary School							

Capital Project Needs Plan			School	Discussed	Major Need	High Need	Low Need
Updated 2/9/26			Desire	Priority	Life and Safety		
LOCATION	NEED	FY26					
	Fence on East side of property [41]	\$ 23,700.00			\$ 23,700.00		
	North and West Fence needs to be restreched and repaired	\$ 3,000.00			\$ 3,000.00		
	Service Entry and Bus Pick up						
	Restroom Partitions (rusted and old metal) 1 set this year	\$ 8,000.00			\$ 8,000.00		
	Replace reflective windows on south side of building						
	Water Softener [42]	\$ 6,500.00			\$ 6,500.00		
	Blinds for 2 new classrooms (People can view directly into classroom -	\$ 5,100.00				\$ 5,100.00	
	Wallpaper repair in much of the building						
	Total	\$ 46,300.00					
N.S. Middle School							
	Grind Down Bumps in Floor or excavate [43]						
	Replace Gym Floor [44]	\$ 215,000.00					\$ 215,000.00
	Ceiling Tiles GYM and Lunch room [45]	\$ 1,100.00					\$ 1,100.00
	Little Theater Partition replacement	\$ 62,303.00				\$ 62,303.00	
	Science Shed, excavation and concrete [46]	\$ 21,500.00					\$ 21,500.00
	Classroom (2) sets of tables and chairs	\$ 12,000.00			\$ 12,000.00		
	Lunch Room Tables [47]	\$ 61,965.00				\$ 61,965.00	
	Water Softener System [48]	\$ 10,000.00			\$ 10,000.00		
	Desks in Computer CCA Classroom (need to discuss with tech team) [49]						
	Ice Machine for Kitchen [50]	\$ 5,200.00				\$ 5,200.00 [51]	
	Keyless Entry	\$ 106,000.00			\$ 90,000.00 [52]		
	Door Locks and Hardware (Security) [53]	\$ 38,300.00			\$ 38,300.00 [54]		
	Total	\$ 533,368.00					
N.S. High School							
	Cement repair for backstop and dugouts at Staker field... new new outfield. (even worth doing?) [55]			Get Sponsors			
	Repair Auditorium A/C and Heating	\$ 40,000.00				\$ 40,000.00	
	LED Lights/catwalk	\$ 7,000.00			\$ 7,000.00		
	Paint mezzanine brick white (cheer room)	\$ 20,000.00				\$ 20,000.00	
	New Bleachers in Aux Gym						
	New Bleachers in Main Gym [57]						
	Auditorium Improvements - storage / Carpets / Seating / Doors [58]						
	Replace Aux Gym Floor....can't be sanded [59]	\$ 300,000.00				\$ 300,000.00	

Capital Project Needs Plan			School	Discussed	Major Need	High Need	Low Need
Updated 2/9/26			Desire	Priority	Life and Safety		
LOCATION	NEED	FY26					
	Additional cost for Counseling Center A/C	\$ 10,000.00			\$ 10,000.00		
	Evap Cooler for all of West Wing from library [60]	\$ 15,000.00			\$ 15,000.00		
	Shot Clocks for Aux Gym (may need new scoreboard to be compatible	\$ 20,000.00		Get Sponsors		\$ 20,000.00	
	Side basketball hoops in Aux Gym (need to lift up instead of swing) [62]						
	New backboards for all side basketball hoops (glass, not fiberglass)						
	North East entry Handicap Button access	\$ 12,500.00			\$ 12,500.00	\$ 12,500.00	
	Sound System for Main Gym	\$ 60,000.00				\$ 60,000.00	
	Soccer Field Netting extension on North end of field. [63]	\$ 2,000.00				\$ 2,000.00	
	Girls Locker Room (Team room showers not being used)						
	Paint girls locker room white like boys locker room	\$ 6,000.00				\$ 6,000.00	
	Leaks into storage room and boys team room under stadium seating [64]						
	Security Alarm system added for south wing of building ?	\$ 7,000.00			\$ 7,000.00		
	Water bottle filling stations for girls locker room, wrestling room, aux gym. Lower drinking fountain by auditorium [65]	\$ 12,500.00			\$ 12,500.00		
	Replace concrete blocks in parking lots that are falling apart [66]	\$ 100,000.00					\$ 100,000.00
	North East entry tile is chipping. Needs to be replaced. [67]	\$ 4,500.00				\$ 4,500.00	
	Breakers for Air Handlers in Mezzanine (Maintenance?) [68]	\$ 4,200.00					
	[69]						
	Xeriscaping in front of new addition [70]	\$ 4,800.00			\$ 4,800.00		
	Total	\$ 620,700.00					
Annual Payment to Blue Path for Siemens Project (after energy savings)							
	Maximum - Based on Siemens Projections	\$ 24,000.00			\$ 24,000.00		
Major Projects, Prioritized / District Office							
	Maintenance (Grounds) [71]	\$ 15,000.00				\$ 15,000.00 [72]	
	Eliminate Grass @ NSMS [73]						
	Salt Spreader for District Truck / school 4 wheelers	\$ 6,000.00					\$ 6,000.00
	Xeriscape Mt. Pleasant Sites [74]	\$ 200,000.00				\$ 200,000.00	
	Gym Floors Waxing (HS-Every Year, MPE every 2 years)	\$ 11,000.00			\$ 11,000.00		
	Asphalt Projects [75]	\$ 478,500.00			\$ 478,500.00		
	AC/ Heater Replacement for DO (2)	\$ 18,000.00				\$ 18,000.00	
	Yamas Building HVAC Software Update (need asap)	\$ 15,000.00			\$ 15,000.00		
	Keyless Entry for DO						

Capital Project Needs Plan			School	Discussed	Major Need	High Need	Low Need
Updated 2/9/26			Desire	Priority	Life and Safety		
LOCATION	NEED	FY26					
	Bring all schools and classrooms up to date with Audio Enhancment System: Epic (could get \$\$ from the state for panic devices)	\$ 137,500.00			\$ 137,500.00 [76]		
		\$ 881,000.00					
Transportation							
	2 Fleet Vehicle Suburban/ van/ car estimate	\$ 110,000.00			\$ 110,000.00		
	2 Buses	\$ 330,000.00			\$ 310,000.00		
	Hoist	\$ 304,000.00			\$ 304,000.00		
	Replace two bus cameras	\$ 5,000.00				\$ 5,000.00	
	Tire Machine	\$ 12,000.00				\$ 12,000.00	
	Total	\$ 761,000.00					
Technology							
	1:1 Devices	\$ 292,000.00			\$ 180,000.00		
	Security Cameras	\$ 17,500.00				\$ 17,500.00	
	Total	\$ 309,500.00					
	Grand Totals:	\$ 4,301,702.00			\$ 2,209,674.00	\$ 1,639,268.00	\$ 487,360.00
	OLDER BUILDINGS / MORE MAINTENANCE / INCREASED COST						
						Moved or adjusted cost	
						Could possibly be cut, moved, or reduced	
	Major Capital Needs:						
	Addition to Bus Garage (North or South) or New Building (No ROOM)	\$ 4,000,000.00					
	Warehouse / Freezer Space	\$ 1,200,000.00					
	2-4 Classroom add-on to FGE [77]	\$ 6,000,000.00					
	Sixth Grade Center Classrooms (13 Classrooms) [78]	\$ 13,000,000.00			Less Than \$5,000		
	Stadium Renovation	\$ 3,700,000.00			\$34,674.00		

Capital Project Needs Plan				School Desire	Discussed Priority	Major Need Life and Safety	High Need	Low Need	
Updated 2/9/26									
<u>LOCATION</u>	<u>NEED</u>	<u>FY26</u>							
	Bathroom / Storage Building for Tennis and Soccer ? Status ? [79]								
	Total:	\$ 27,900,000.00							

TrustLand Plan
Planned Expenditures
2026-2027
Projected Distribution \$136,146.23

Five paraprofessionals to assist with reading and math interventions.	5.75	\$28,500
	5.75	\$21,500
	5.75	\$21,500
	(New)5.75	\$21,500
	(New)5.75	\$21,500
	2.75	\$11,700
	Total	\$126,200
Estimated Carry-over 2025-2026		(\$10,000)
Projected Distribution		\$136,146.23
Estimated Carry-over		\$19,946.23

Items to be purchased with excess carry-over:

- Gizmos (Science K-6) \$2995
- Take Home Books, Leveled Library
- Technology supplies

School LAND Trust Plan 2026-2027 - North Sanpete High

The Plan has been submitted by the School and is waiting LEA review.

Goal #1

close

Goal Statement

close

By the end of the 2026–27 school year, we will increase by 2% the percentage of students in grades 9–12 who are on track for graduation as measured by course pass/fail rates, credit recovery completion and graduation rate.

Academic Area

close

- Graduation Rate Increase (*secondary schools only*)

Measurements

close

Data used to identify Goal # 1 as a critical academic need included graduation rates, quarterly pass/fail rates by course, and credit recovery completion rates. NSHS Pass/Fail Rates: 2024-25 - 90%/10% 2023-24 - 91%/9% 2022-23 - 90%/10% 2021-22 - 89%/11% NSHS Graduation Rates: 2025 - 90.4% 2024 - 85.2% 2023 - 93.3% 2022 - 91.8% To measure the success of this goal, we will track the percentage of students at each grade level who are making adequate progress toward graduation, based on course pass/fail rates, the number of credit recovery courses completed and

the annual graduation rate. We will also compare data for these indicators over a 5-year period to measure long-term progress.

Action Plan Steps and Expenditures

[close](#)

1. Additional sections of core classes will be added to the 2026-27 master schedule as needed to reduce class sizes allowing teachers to provide more individualized support for students. (\$55,000)
2. We will work with the middle school to identify incoming freshmen that struggle in math and will add two Secondary Math I - Tier II sections to the master schedule. Math tutors will be assigned to the classes to assist students in the class.
3. Counselors will review graduation progress of all students at the end of the 2025-26 school year to identify students that are credit deficient.
4. A summer credit recovery program will be offered to support students that are credit deficient.
5. For students that are credit deficient, we will provide an online credit recovery program during the 2026-27 school year to help students recover credit. We will fund a position to oversee and manage the Hawk Online program. Students that are credit deficient will be assigned credit recovery courses throughout the school year as needed. (\$25,000)
6. We will hire a Student Services Coordinator to develop and monitor individual support plans for at-risk students. The Student Services Coordinator will also support Learning Strategies classes as needed. (\$26,000)
7. Our Student Support Team (SST) will meet weekly to identify students at-risk and will implement academic and behavior intervention as needed. Members of our SST including administration, counselors, social workers, and our bilingual community liaison will make home visits as needed.
8. Academic trackers and math tutors will be hired to support ELLs, 504, and general ed. students. (\$45,000)
9. Teachers will review pass/fail rates each quarter and make instructional adjustments as needed.
10. Counselors will review graduation progress at the semester and make student schedule adjustments as needed.
11. In an effort to increase overall attendance rates, an attendance tracker will be hired to work with students and communicate with parents. PBIS framework will be used as a tool to help increase student attendance rates.
12. We will hire an ESL endorsed teacher to develop, support and progress monitor academic plans for ELLs. (\$8,500)

Category	Description	Estimated Cost
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	Action step numbers associated with this expenditure: 1. Additional sections of core classes will be added to the 2026-27 master schedule as needed to reduce class sizes allowing teachers to provide more individualized support for students. (\$55,000) 5. For students that are credit deficient, we will provide an online credit recovery program during the 2026-27 school year to help students recover credit. We will fund a position to oversee and manage the Hawk Online program. Students that are credit deficient will be assigned credit recovery courses throughout the school year as needed. (\$25,000) 6. We will hire a Student Services Coordinator to develop and monitor individual support plans for at-risk students. The Student Services Coordinator will also support Learning Strategies classes as needed. (\$26,000) 8. Academic trackers and math tutors will be hired to support ELLs, 504, and general ed. students. (\$45,000) 12. We will hire an ESL endorsed teacher to develop, support and progress monitor academic plans for ELLs. (\$8,500)	\$159,500.00
	Total:	\$159,500.00

Goal #2

close

Goal Statement

close

In an effort to prepare students for career and post secondary education opportunities, we will increase enrollment in Advanced Placement (AP), Concurrent Enrollment (CE), honors and elective/specialty courses by 2% by the end of the 2026-27 school year.

Academic Area

close

- College and Career Readiness (*secondary schools only*)

Measurements

close

Data used to identify most critical academic needs included master schedule course offerings, advanced course options, student course requests, course pass rates, ACT scores, school report

card. To measure success of this goal, we will track and compare 2025-26 and 2026-27 course enrollment and passing rates for each of the courses added to the schedule.

Action Plan Steps and Expenditures

close

- 1. Administration will gather input from each department prior to 2026-76 student course selection period.
- 2. During the course selection process, counselors will meet with students to promote enrollment in Advanced Placement (AP), Concurrent Enrollment (CE), honors and elective/specialty courses.
- 3. Administration and counselors will review student course requests prior to building the 2026-27 master schedule.
- 4. Courses will be added to the master schedule based on course requests.
- 5. Funds will be used to compensate teachers for teaching extra period courses in addition to their regular contract for advanced placement (AP), concurrent enrollment (CE), honors and elective/specialty courses as identified on the 2026-27 master schedule. (\$47,000)
- 6. Funds will be used to supplement student exam fees and instructional materials for AP courses allowing more students to participate in advanced courses regardless of family income levels. (\$8000)

Category	Description	Estimated Cost
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	Action step associated with this expenditure: 5. Funds will be used to compensate teachers for teaching extra period courses in addition to their regular contract for advanced placement (AP), concurrent enrollment (CE), honors and elective/specialty courses as identified on the 2026-27 master schedule. (\$47,000)	\$47,000.00
Services, goods and fees not defined above	Action step associated with this expenditure: 6. Funds will be used to supplement student exam fees and instructional materials for AP courses allowing more students to participate in advanced courses regardless of family income levels. (\$8000)	\$8,000.00
	Total:	\$55,000.00

Summary of Estimated Expenditures

Category	Estimated Cost (entered by the school)
Services, goods and fees not defined above	\$8,000.00
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	\$206,500.00
Total:	\$214,500.00

Funding Estimates – Please Update

Estimates	Totals	
Carry-over from 2024-2025	\$4,266.88	
Distribution for 2025-2026	\$191,405.84	
Total Available Funds for 2025-2026	\$195,672.72	
Estimated Funds to be Spent in 2025-2026	\$	
	194000	
Estimated Carry-over from 2025-2026	\$1,672.72	
Estimated Distribution for 2026-2027	\$222,164.55	
Total Available Funds for 2026-2027	\$223,837.27	
Summary of Estimated Expenditures for 2026-2027	\$214,500.00	
Estimated Carry-over to 2027-2028	\$9,337.27	

The Estimated Distribution is subject to change if student enrollment counts change.

Publicity

- School newsletter or website

Council Plan Approvals

Number Approved	Number Not Approved	Number Absent	Vote Date
8	0	2	2026-03-09

[BACK](#)

School LAND Trust Plan 2026-2027 - Fountain Green School

The Plan has been submitted by the School and is waiting LEA review.

Goal #1

[close](#)

Goal Statement

[close](#)

During the 2026-2027 school year 75% of Fountain Green Elementary students will read at benchmark/grade level (green/blue according to Acadience) by end of the year.

Academic Area

[close](#)

- English/Language Arts

Measurements

[close](#)

Fountain Green Elementary used the beginning of year and middle of the year data from the 2025-2026 Acadience Reading assessment to determine this academic area as a most critical need. We will use Acadience Reading to quantify student progress and success. This assessment will be given at the beginning, middle, and end of the 2026-2027 school year.

Action Plan Steps and Expenditures

[close](#)

Step 1. All students K-4 will be included in a dedicated literacy block of 120 minutes, 90 minutes for grades 5-6 across the school day for Tier 1 universal core literacy components using the state and district approved program. This block will include (phonological awareness, phonics, vocabulary, fluency, oral language, comprehension, and writing). This will be presented using whole group instruction, small group instruction, and content integration (math, science, social studies).

Step 2. All students will be progress monitored using the Acadience Reading progress monitoring system. Students who need intensive interventions will be monitored weekly. Students who are at the strategic level will receive bi-weekly monitoring. Students who are at or above grade level will receive monthly monitoring to assure they are maintaining typical growth.

Step 3. Teachers will meet in weekly grade level PLC groups (minimum of 2 times per month) to evaluate progress, implement interventions and adjust instruction specific to their grade levels.

Step 4. Language Arts teachers will meet as a LA Department (minimum once per month) to look at whole school data, track progress towards the end of year goals, and adjust interventions school-wide.

Step 5. Students who are not making typical growth will receive an individualized reading plan clearly outlining interventions. These interventions may include SLANT, 95% Group, Read Live, small group, or one on one instruction. A full-time teaching assistant will be hired and trained to support teachers with these interventions. (\$22,000)

Category	Description	Estimated Cost
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	Step 6. Students who are not making typical growth will receive an individualized reading plan clearly outlining interventions. These interventions may include SLANT, 95% Group, Read Live, small group, or one on one instruction. A full-time teaching assistant will be hired and trained to support teachers with these interventions. (\$22,000)	\$22,000.00
	Total:	\$22,000.00

Goal #2

[close](#)

Goal Statement

[close](#)

During the 2026-2027 school year Fountain Green Elementary will use the iReady math growth score, to show that 75% of students will make typical growth by the end of the year.

Academic Area

[close](#)

- Mathematics

Measurements

[close](#)

Fountain Green Elementary used past RISE data from 2024 to 2025, to determine this academic area as a most critical need. The iReady math growth score will be used to show typical growth by the end of the school year.

Action Plan Steps and Expenditures

close

- Step 1. Teachers will ensure that all students receive whole group, on grade-level instruction each day. This instruction will include hands-on activities, technology, fluency practice for math facts, and story problems.
- Step 2. Teachers will use our current math program (iReady Math for K-5 and Reveal Math for grade 6).
- Step 3. Teachers will meet in PLC/Math Department groups (minimum of once per month) to discuss, instruction, interventions, and student progress.
- Step 4. Struggling students will receive focused interventions. A teaching assistant will be hired using SchoolLandTrust monies to help teachers with the implementation of interventions. (\$22,000)

Category	Description	Estimated Cost
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	Step 4. Struggling students will receive focused interventions. A teaching assistant will be hired using SchoolLandTrust monies to help teachers with the implementation of interventions. (\$22,000)	\$22,000.00
	Total:	\$22,000.00

Summary of Estimated Expenditures

Category	Estimated Cost (entered by the school)
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	\$44,000.00
Total:	\$44,000.00

Funding Estimates – Please Update

Estimates	Totals	
Carry-over from 2024-2025	\$24.81	
Distribution for 2025-2026	\$34,845.68	
Total Available Funds for 2025-2026	\$34,870.49	
Estimated Funds to be Spent in 2025-2026	\$ 34870.49	
Estimated Carry-over from 2025-2026	\$0.00	
Estimated Distribution for 2026-2027	\$44,492.23	
Total Available Funds for 2026-2027	\$44,492.23	
Summary of Estimated Expenditures for 2026-2027	\$44,000.00	
Estimated Carry-over to 2027-2028	\$492.23	

The Estimated Distribution is subject to change if student enrollment counts change.

Publicity

- School assembly
- School newsletter or website
- Stickers that identify purchases made with School LAND Trust funds

Council Plan Approvals

Number Approved	Number Not Approved	Number Absent	Vote Date
6	0	0	2026-03-24

Please submit comments below.

Comments are only seen by those involved in submitting or reviewing plans and cannot be edited or removed.

There is a 1000 character limit on the comments. SAVE button shows when entry is made. Character Count: 0

School LAND Trust Plan Review Instructions

- 1. Read the Plan and any attached documents.
- 2. ENTER AND SAVE any comments for the Principal/Director to read. *Comments are not public, but are a permanent part of the report.*
- 3. Make a review decision to approve the report or send the report back for edits:
APPROVE: Select APPROVE, and then FINALIZE.
NEEDS EDITS: To send back for edits, select NEEDS EDITS and FINALIZE. Notify the principal to complete the edits, resubmit, and notify you when the report is ready for review again.

LEA Review Assurance

Approving the Plan is the LEA Reviewer’s assurance that the plan is consistent with the law and contains:

- student-centered, measurable, academic goals
- **specific** steps and expenditures to implement the academic goals
- measurements to assess improvement
- evidence-based practices and consistent with the LEA’s pedagogy, programs, and curriculum
- no more than \$2 per student budgeted for student incentives in an academic school year
- an appropriate plan for any carry-over greater than 10%

APPROVE NEEDS EDITS

School Plan Review Status:

FINISH REVIEW

BACK

TSSA Funding Plan Alignment Statement

Moroni Elementary School
2026–2027 School Year

This document outlines the planned use of Teacher and Student Success Act (TSSA) funds for the upcoming school year. These expenditures are intentionally aligned with and support the goals identified in our Comprehensive Improvement Plan (CIS) and School Land Trust Plan. While those plans establish our primary academic and school improvement priorities, this TSSA budget serves as an additional layer of support to strengthen implementation and overall school effectiveness.

Our focus remains on improving student outcomes through high-quality instruction, increased academic support, a positive school climate, and enhanced safety measures.

Estimated TSSA Allocation: \$47,000

Planned Expenditures:

- Teacher Morale and Retention: \$4,000
To support staff well-being, recognition, and retention, which directly impacts instructional quality and student success.
- Student Birthdays and Recognition: \$1,000
To foster a positive school culture and increase student engagement and belonging.
- Instructional Support (Teacher Assistants): \$30,000
To provide additional academic support for students, enabling targeted instruction and intervention aligned with CIS goals.
- Family Engagement (Family Nights): \$5,000
To strengthen school-family partnerships and support student learning outside of the classroom.
- School Safety: \$7,000 (plus any carryover from 2025–2026)
To maintain and improve a safe learning environment for all students and staff.

Contingency Plan for Additional Funds

Any excess TSSA funds will be allocated toward enhancing school safety infrastructure, including but not limited to:

- Camera installation
- Fencing improvements
- Door hardware upgrades
- Bollards

These investments further support our commitment to maintaining a secure and supportive learning environment.

SPRING CITY ELEMENTARY

"Every Student Learning Every Day"

2026-2027 TSSA Plan

I - Academic needs and performance.

Reading Goal

75% or more of the students in grades K-6 will be proficient or above proficient as measured on the end of year Acadience Benchmark Composite Score. (Spring of 2027)

Interventions: T.A.s and teachers are working with the following programs and interventions.

- 95% group/. 95% group.
- ERI – (Kindergarten)
- LETRS
- Discover Phonics.
- Read Naturally Live
- SLANT reading

Math Goal

- 1) 70% of K-6 students will be proficient or above proficient as measured on the end of year Acadience Math Benchmark Composite score. (Spring 2027)

Interventions – personalized work in iReady Math program.

Upper grades use ALEKs for individualized practice.

Teachers work with small groups and individual students to help with areas of greatest need.

II - TSSA Budget and planned expenditures:

Carryover \$1647 + \$21,713 allocation.

April Balance		\$22,557
Expense Description	Cost	Balance
T.A. Salaries Deficit -> Trust Land Plan	\$3800	\$18757
Technology staff – pro-rated portion	\$4800	\$13,957
Subscriptions – IXL, Facts and Fracts, Aleks, Mystery Science, Generation Genius, Sumdog	\$4500	\$9457
Balance – Supplement T.A./ Teacher training and salaries as needed.		

2026-2027
TSSA Budget
Planned Expenditures
TSSA - \$23,000

0.5 Paraprofessionals to assist with reading interventions.	TA 1 - 2.875 Hours Per Day	\$11,000
Gizmos	Per School	\$2995
Read Live Licenses	35 Licenses @ \$22 per license	\$770
Facts and Fracts Licenses	Per School	\$1200
CORE 95 Booklets	Per School	\$1200
Generation Genius	Per School	\$1400
IXL Licenses	50 Licenses @ \$13 per license	\$650
		Total - 19,215

TSSA Budget for 2026-2027

Mystery Science		\$1495
IXL (online reading program) Language Arts	140 (5th, 6th)\$12.50/ subscription	\$1750
IXL Science	80 (6th grade)\$12.50/ subscription	\$1,000
Generation Genius - Math		\$1395
Generation Genius- Science		\$1395
Read Live (75 subscriptions)	\$22.00/ subscription (70)	\$1540
Facts and Fracts		\$1200
Lexia	K-1	
ALO Licenses (Math, 4-6 LA)		
ALEKS	\$20.70/sub. 130 (-grant)	\$2691
Core 95	\$78/teacher lic. (9) \$100/5 (41)	\$4802

2026-2027 Proposed TSSA/TSSP

Academic Needs:

1. *Improve reading and mathematics for all students.*
2. *Use technology to address reading, math, and science needs*

Goal:

Fairview Elementary will increase the percentage of students in grades K-6 who achieve benchmark (green or blue) on the Acadience Reading and Math Composite scores by 5% from the beginning-of-year (BOY) assessment to the end-of-year (EOY) assessment. For any grade level where 75% or more of students are already at benchmark at BOY, students will demonstrate measurable growth in their composite scores from BOY to EOY, as evidenced by Acadience assessment data.

Measurements

We will use the Acadience Reading and Math assessment administered in the fall, winter, and spring of 2026-2027.

Action Plan Steps

Through a combination of Trustland and TSSA funds:

1. Paraprofessionals will be hired to work with students in small groups to support reading and math instruction.
2. Teachers will use the CKLA Reading Program to teach all students.
3. Teachers will use the Ready Math Program to teach all students. Sixth Grade will use the Reveal Math Program.
4. Teachers will meet regularly in PLC teams to evaluate student progress and the effectiveness of interventions and instruction and make changes for improvement.
5. We will purchase reading software complement classroom literacy instruction such as: Lexia for grades K, Boost or iReady in grades 1-4, iReady Reading for grades 2-4, iXL in grades 5-6.
6. We will purchase math software to complement classroom math instruction such as: iReady Math in grades K-4, ALEKS in grades 5-6, Facts and Fracs K-6
7. Students in grades K-3 will participate in a Take-Home reading program where they take a leveled book home four nights a week to read as homework.

8. We will purchase science software for teachers to integrate science with reading and math such as Mystery Science and Generation Genius.
9. Students will access materials and interventions using supplies and technology such as iPads, computers, headphones, projectors, and Apple TVs.
10. We will purchase Core95 Phonics to complement and enhance phonics instruction in grades K-2.

TSSP (Teacher Student Success Plan)

Planned Expenditures

2026-2027

Projected Distribution (\$30,000)

TSSP Planned Expenditures 26-27		
Paraprofessionals to assist with reading and math interventions	5.75 hours	\$21,691.53
Technology & Supplies (ipad included)		\$2,908.08
Student PBIS Incentives		\$2,500
Student Leadership Conference		\$400
Staff Appreciation		\$2,500
Total		\$30,000

TSSA Budget Proposal: FY 2026-2027

School: North Sanpete Middle School

Funding Source: Teacher and Student Success Act (TSSA)

Target Area: Academic Growth & Multi-Language Learner (MLL) Support

I. Goal Statement

To improve student achievement through targeted intervention and specialized support, North Sanpete Middle School will:

- Increase overall **RISE testing growth scores by 2%** school-wide.
- Increase the percentage of students reaching "Proficient" in **ELA, Science, and Mathematics by 1%** in each category.
- Maintain a school-wide **pass/fail rate of 90% or higher**.
- Close the achievement gap for **Multi-Language Learners (MLL)** through dedicated personnel and technology.

II. Performance Metrics

Progress will be monitored via the following data points:

1. **RISE Summative Assessments:** Year-over-year growth and proficiency tracking.
 2. **WIDA Testing:** Language acquisition progress for MLL students.
 3. **Quarterly Academic Reports:** Continuous monitoring of the 90% pass rate target.
-

III. Expenditure Breakdown

Category	Description	Personnel / Specifics
Instructional Personnel	Hire/Retain "Preps" to reduce class sizes and provide specialized instruction blocks.	Megan Andreasen, Corby Briggs
Student Support & Intervention	"At-Risk Tracker" TA to monitor students showing signs of academic struggle.	Abby (TA)
MLL Specialized Support	Dedicated ESL TA for 1-on-1 and small-group language intervention.	Diana (TA)
Technology Integration	Tech Trainer to assist faculty with instructional technology implementation.	Kaysen (Trainer)

Category	Description	Personnel / Specifics
Professional Development	Bi-annual Ellevation Training and 50% tuition reimbursement for ESL endorsements.	Faculty-wide
Equipment & Hardware	Tools to facilitate MLL communication and classroom engagement.	TVs, iPads, Translation Earbuds

IV. Action Plan & Justification

1. Personnel for Class Size Reduction & Intervention

By utilizing TSSA funds to staff "Preps" and specialized TAs, we ensure that students receive more individualized attention. The "At-Risk Tracker" provides a safety net for students falling behind, while the dedicated ESL TA ensures our MLL population meets state proficiency standards.

2. Professional Growth & Teacher Quality

We will invest in our human capital by providing a **50% tuition reimbursement** for teachers seeking an ESL endorsement. This increases the internal expertise of our faculty, directly impacting the quality of instruction for our diverse learners.

3. Technology-Enhanced Communication

To bridge the communication gap between educators and MLL students, we are investing in **Translation Earbuds** and mobile hardware (iPads). These tools allow for real-time translation and interactive learning, ensuring no student is left behind due to a language barrier.

V. Approval Request

The administration of North Sanpete Middle School requests the approval of this TSSA budget to ensure the continued academic trajectory and equitable support of our student body for the 2026-2027 academic year.

Note: Final dollar amounts for each line item to be adjusted based on the final district TSSA allocation for the 2026-2027 fiscal year.

**North Sanpete High School
2026-27 School Improvement Plan
(TSSA/LAND Trust/Elevate)**

VISION AND MISSION

School Vision Statement:

The mission statement for North Sanpete High School is this: Guide with Integrity. Instruct with Purpose. Value Diversity. Achieve Excellence.

School Mission Statement:

As a learning community of North Sanpete High School, we support each other, understand our differences, and accept each other. Our staff has a plan in place to meet the needs of students and strives to be honest in all things. Teachers and administrators focus on the learner, model expectations and are resilient. All students have a personal connection to teachers and staff who care for them. We embrace the positive by celebrating achievements and accomplishments. Our students face challenges with courage and leave with the skills for a productive career or college experience. North Sanpete students are proud of where they are from and often return after graduation to give back to the community.

As a learning community, we, the students, parents, staff and community:

- are responsible for our choices and how they impact others.
- respect individual differences and life experiences.
- value challenges that build character.
- are united in our efforts to prepare life-long learners.
- teach and model honesty, fairness, responsibility, and courtesy.
- believe that leadership begins at home, is developed at school, and is reflected in Society.

Students of North Sanpete High School will:

- work effectively and respectfully with diverse teams, and will make necessary compromises to accomplish a common goal.
- enhance their capacity to sense, appreciate, create and respond emotionally to beauty in both human endeavors and the natural environment.
- use a variety of communication forms with clarity, purpose, and understanding of their audience.
- analyze, interpret, compare, contrast and summarize information.
- demonstrate responsible citizenship by valuing diversity of all individuals and supporting improvements in self, family, and community.
- acquire knowledge and the technical skills to be successful and adaptable in a variety of careers.
- demonstrate a strong work ethic, self-motivation and dependability.
- continue a life of learning with enthusiasm, curiosity and individual responsibility.
- use thinking and reasoning skills as well as background knowledge as a basis for higher learning.

SCHOOL GOALS AND ACTION PLAN

Goal #1	Increase ELA proficiency by 10% for all students on Utah Aspire Plus. • 2025-26 Increase proficiency from 38-42% (4%) • 2026-27 Increase proficiency from 42-45% (3%) • 2027-28 Increase proficiency from 45-48% (3%)
Strategy 1	Utilize formative assessments to analyze student progress and inform tier 2 ELA interventions.
Action Steps	1. Identify and purchase a uniform formative assessment tool to provide data to support tier 2 ELA interventions by Aug 2025. 2. Administer formative assessments in all ELA classes: Beginning, middle, and end of year Reading Assistant to place students in a Reading class. 3. Review formative data in PLCs: Look at information three times a year just after students test and also during professional learning days to place students in a Reading Assistant class; additionally, identify where tier 2 students who are not in the Reading class are struggling. Determine tier 2 students and set up a schedule of ELA teachers to hold flex 2 times a week to help those students. 4. Create collaboration time for teachers: ELA teachers will review data at PLC's just after the students take the Reading Assistant placement test before the end of Aug. On our first ELA PLC on September 8th, we will review data and assign the tier 2 students to flex and create a schedule. 5. Assign students to interventions based on formative assessments: On our first ELA PLC on September 8th, we will review data and assign the tier 2 students to flex and create a schedule. 6. Track intervention progress and make timely adjustments: Test tier 2 kids at the end of every quarter to be released from assigned flex. The kids assigned in the Reading Assistant class will test at the end of each semester.
Strategy 2	Increase student engagement in tier 1 instruction schoolwide by implementing Evidence-based Practices.
Action Steps	1. Identify three evidence-based, high yield teaching strategies to actively engage students in learning (Let teachers pick 3 of several strategies that we have learned in PD. ie: Student voice and choice, student self tracking, proficiency scales, reassessment, in addition to SIOP-based strategies. 2. Provide PD on high yield teaching strategies 3. Engage English teachers in Collaborative Team Coaching® to support implementation of high yield teaching strategies 4. Outline a plan for individual coaching support

	5. Set up observation and feedback cycles from admin and coach
Measurement Tool(s)	Leading Indicators: Observation data on implementation of teaching strategies (admin team)- By end of 1st quarter, 50% of teachers are implementing identified evidence-based practices with 10% gain each quarter in the first year. Student progress on formative assessments (PLCs) Annually: Compare current year to prior year Utah Aspire Plus ELA growth and proficiency scores.
Funding Sources	TSSA, LAND Trust, Elevate

Goal #2	Increase math proficiency by 10% for ML and SWD on Utah Aspire Plus. 2025-26 Increase ML proficiency from 0-4% (4%), and SWD proficiency from 4-8% (4%) 2026-27 Increase ML proficiency from 4-7% (3%), and SWD proficiency from 8-11% (3%) 2027-28 Increase ML proficiency from 7-10% (3%), and SWD proficiency from 11-14% (3%)
Strategy 1	Utilize formative assessments to analyze student progress and inform tier 2 Math interventions.
Action Steps	- Identify and purchase a uniform formative assessment tool to provide data to support tier 2 math interventions. School AI and ALEKS - Administer formative assessments bimonthly - Review formative data in PLCs bimonthly. - Create collaboration time for teachers; possible late start on Monday - Assign students to interventions based on formative assessments after reviewing plc and assigning teachers to teach intervention. - Track intervention progress and make timely adjustments during PLCs
Strategy 2	Increase use of instructional strategies for MLs and SWDs in tier 1 instruction schoolwide by implementing Evidence-based Practices.

Action Steps	1. Identify three evidence-based, high yielding teaching strategies to address needs of MLs and SWDs. SIOP, UDL, Visual strategy (Graphic Organizers) 2. Provide PD on high yield teaching strategies 3. Engage Math and Science teachers in Collaborative Team Coaching® to support implementation of high yield teaching strategies 4. Outline a plan for individual coaching support 5. Set up observation and feedback cycles from admin and coach
Measurement Tool(s)	Leading Indicators: Observation data on implementation of teaching strategies (admin team) Student progress on common formative assessments (PLCs) ALEKS Data Possible Peer Observations (2-4 a year) Annually: Compare current year to prior year Utah Aspire Plus ELA growth and proficiency scores, disaggregated by ML and SWD.
Funding Sources	TSSA, LAND Trust, Elevate

GOAL #3	Increase overall student attendance by 10% from 80.4% to 90.4% as reported by the school report card by June 30, 2028. Targeting our specific EL population to increase from 65% to 75%. • 2025-26 - increase whole school by 3% from 80.4% to 83.4%, and EL 3% from 65-68% • 2026-27 - increase whole school by 3% from 83.4% to 86.4%, and EL 3% from 68-71% • 2027-28 - increase whole school by 4% from 86.4% to 90.4%, and EL 4% from 71-75%
Strategy 1	Develop a data collection system that will report collective and consecutive absenteeism.

Action Steps	1. Define what constitutes an “absence” and “tardy” by August 31, 2025 2. Communicate clear definitions of “absence” and “tardy” to all teachers by Sept 1, 2025 3. Meet with IT to develop system for reporting collective and consecutive absenteeism and tardiness 4. Train teachers on the new system, including inputs and reports available 5. Demonstrate importance of accountability by sharing attendance reports with faculty monthly 6. Create a display in a common area of the school showing the year’s attendance goal and monthly metrics.
Strategy 2	Improve connection with students and parents
Action Steps	1. Increase contact with parents; educate parents on how to excuse students; 2. Implement Check & Connect 3. Tier 2 SST for attendance will do individual plans for students that may include a home visit.
Strategy 3	Implement PBIS
Action Steps	1. Complete the PBIS initiative; obtain resources 2. PD to address MTSS infrastructure 3. Use PBIS framework (Tier 1 SST) as a tool to help increase attendance rate
Strategy 4	Improve Tier 1 instruction
Action Steps	1. Strengthen PLC collaboration (focus on students and effective teaching strategies) 2. Utilize instructional coaching resources 3. Implement PBIS strategies in classrooms (include rewards and incentives for students and teachers) 4. Focus on PCBL Effective Teaching Strategies Effective Teaching Strategies Checklist
Measurement Tool(s)	1. School Report Card 2. Powerschool Attendance Reports - daily, quarterly, and year end
Funding Sources	TSSA, LAND Trust, Elevate

GOAL #4	Increase by 10% the number of students earning 18+ composite score on the ACT by 2028, current score is 65% • 2025-26: increase 4% from 65% reported in 2024-2025 to 69% • 2026-27: increase 3% from 69% reported in 2025-2026 to 72% • 2027-28: increase 3% from 72% reported in 2026-2027 to 75%
Strategy 1	All teachers will regularly use ACT type questions in their courses
Action Steps	Clarify expectation to all teachers and follow up in PLC meetings
Strategy 2	Use Strategy 1 assessments to evaluate progress with focus on ML students
Action Steps	Regularly analyze data in PLC meetings to adjust teaching to encourage growth
Measurement Tools(s)	PLC data from Strategy 1. Yearly scores from ACT
Funding Sources	TSSA, LAND Trust, Elevate

TSSA SPEND PLAN		
2026-27 Budget: \$141,515.97		
Personnel	• Extra duty assignment stipends • Teacher compensation for extra periods and additional course options on master schedule	\$36,000
Professional Development	• Training on evidence-based instructional strategies • PLC (Professional Learning Community) development • Data-driven instruction training • Conferences tied to school goals	\$5000
Technology	• Reading/math intervention programs • Credit recovery platform • College & Career platform • ACT Prep	\$28,000

<i>Supplies & Materials</i>	• Science lab materials and equipment • Reading materials • Books • Incentives	\$8000
<i>Student Support & Wellness Services</i>	• Math tutors and attendance trackers • Teen Center operational	\$50,000
<i>Consulting Services</i>	• Support for implementing evidence-based strategies • Systems improvement (MTSS, grading practices, intervention structures)	\$10,000

NORTH SANPETE SCHOOL DISTRICT

Student School Board Member Program

Summary and Outline - rough draft

DRAFT — April 2026

1. Summary

This document outlines a proposed Student School Board Member Program for North Sanpete School District. The program would place two high school seniors in non-voting advisory roles on the Board of Education, supported by a Student Advisory Council (SAC) of 5–10 additional students representing diverse groups across the high school.

The goals of the program are to give students a meaningful voice in district decisions, help the board understand student perspectives, build student leadership capacity, and promote transparency and mutual understanding between the district and its student body.

This proposal is modeled after successful programs in other Utah school districts, and is adapted for North Sanpete. The program can launch as early as the 2026–2027 school year.

Commented [1]: Not sure if it would be better to have two Seniors, or one Senior and one Junior. Would probably be best to start with two seniors.

Commented [2]: One option would be to only do the two student board members for the first year just to get things started, then look at implementing the SAC the following year.

2. Why This Program? The Win-Win-Win

This program is potentially beneficial to everyone involved:

- **For the Board:** By giving students a seat at the table and making them part of policy-making and other conversations, the board hears first-hand those voices that will help them stay more connected to the most important community it serves. .
- **For Students:** Student Board Members gain leadership experience, civic education, and a genuine opportunity to represent their peers. Advisory Council members develop communication and engagement skills.
- **For the Community:** When students understand why decisions are made, they carry that understanding back to families and peers. Trust between the district and its students increases. Future civic leaders are cultivated.

Districts that have implemented this program report that students have influenced real policy decisions. Board members consistently say the program makes them better at their jobs.

3. Program Structure

3.1 Student Board Members (2)

Two students (Seniors) serve as Student Board Members for a one-year term. They are the heart of the program and carry the most responsibility.

Primary responsibilities:

- Attend monthly Board of Education meetings (seated in designated spots; sometimes placed on the agenda to report on student perspectives)
- Organize, lead, and facilitate monthly Student Advisory Council (SAC) meetings
- Attend the USBA annual conference if funding allows
- Serve as a two-way communication bridge: bringing student voices to the board and carrying board context back to students

Estimated time commitment: 4–6 hours per month (board meeting + SAC meeting + preparation).

3.2 Student Advisory Council (SAC)

The SAC is a group of 5–10 students (in addition to the two Student Board Members) representing a diverse cross-section of the high school—different clubs, sports teams, grade levels, and backgrounds. The SAC may also include one representative from the alternative high school.

The SAC meets monthly, led by the Student Board Members. One or two Board Members and at least one administrator also attend. Topics include current issues in the district, upcoming policy considerations, and student concerns.

SAC members are not just meeting participants—they are expected to be “antennas” throughout the month, talking to fellow students and gathering input to bring to the SAC table.

Estimated time commitment for SAC members: 1–2 hours per month.

Commented [3]: One option would be to only do the two student board members for the first year just to get things started, then look at implementing the SAC the following year.

3.3 Adult Sponsors and Liaisons

- Board Member Sponsor(s): One or two board members champion the program, attend SAC meetings, help mentor the Student Board Members, and serve as advocates on the board.
- High School Administrator Liaison: An HS administrator (e.g., principal or vice principal or designee) helps coordinate logistics, ensures student participation is supported, and attends SAC meetings.
- District Administrator Liaison (optional but recommended): Helps connect the program to district-level decisions and resources. In many districts, this role is filled by the Superintendent or a secondary education director or designee.

Commented [4]: I don't want to put unnecessary burden or add additional responsibilities on HS and District admins, but there will at least need to be some coordination and support because it involves students.

4. Meetings and Participation

4.1 Monthly Board Meetings

Student Board Members attend the regular monthly Board of Education meeting. They are introduced, seated prominently (not in the audience), and encouraged to speak. Best practice from Provo and other districts includes:

- Student Board Members receive the agenda in advance and are expected to review it.
- Encouraged to make comments (not just listening)
- Periodically, they present an update from the SAC as a formal agenda item
- They do not attend executive sessions (per Utah statute and confidentiality requirements)
- They do not have voting rights (Utah statute)

Commented [5]: Would they have a BoardBook account?

4.2 Monthly SAC Meetings

The SAC meets once a month, outside of school hours, for approximately 60 minutes. The meeting is led by the Student Board Members, not by adults. The agenda is developed by the Student Board Members in advance, with input from the Board Member Sponsor.

Suggested format for a SAC meeting:

- Welcome and introductions
- Student Board Member update from the board (what happened at the last board meeting)
- Discussion topics
- Open floor — other student concerns or feedback
- Wrap-up and next meeting

Light refreshments are recommended to make the meeting welcoming.

5. Selection Process

5.1 Student Board Members

Student Board Members should be selected competitively through an application and interview process. Recommended criteria:

- Current junior (to serve during Senior year)
- Good academic standing
- Interest in leadership, civic engagement, or community service
- Ability to represent diverse student perspectives, not just their own friend group or activities
- Commitment to the time requirements

Interview committee (suggested):

- 2 Board Members
- Superintendent or district administrator
- High school principal or designee
- 1 or 2 current student leader (e.g., student council member)

5.2 Suggested Selection Timeline

Phase	Action	Timing
Recruit	Applications distributed; info sessions at school	April
Apply	Applications due	April
Interview	Interviews conducted	Late April / Early May
Select	Students notified; announcement	May
Onboard	Summer orientation with Board Sponsor	June–August
SAC Launch	SAC applications; first SAC meeting	September–October
First Board Mtg	Student Board Members attend first meeting	September / October

5.3 SAC Member Selection

SAC members can be recruited in late summer/early fall. The Student Board Members should be involved in selecting SAC members to give them ownership of the council. Representation goals:

- Multiple grade levels (9th–12th)
- Mix of athletes, club members, arts, FFA, FCCLA, other organizations
- Representative from the alternative high school
- Students who are willing to actually talk to their peers throughout the month

6. Relationship to Student Council

Should the Student Board Members be part of student council? The recommended approach for North Sanpete is:

- Student Board Members are independent of student council — they do not have to be student council officers.
- However, at least one student council representative should serve on the SAC as a bridge between the two bodies.

This keeps the program open to students who are strong leaders but not necessarily involved in formal student government, and broadens the diversity of voices represented.

7. Credit and Recognition

Offering some form of academic recognition helps validate the program and incentivize strong candidates. Options include:

- Elective credit: Work with the high school to grant one semester or full-year elective credit for serving as a Student Board Member (similar to work-based learning credit).
- Community service hours: SAC members and Student Board Members could log participation as community service.
- Formal recognition: Acknowledge Student Board Members at a board meeting at the end of the year; include them in school/district communications.
- Letter of recommendation: Board Member Sponsors offer to write letters of recommendation for college applications.

Wayne County and some other districts offer credit. Provo currently does not require it, but the experience itself is viewed as a strong college and scholarship application credential. Even without formal credit, the recognition and real-world experience have proven highly motivating for students.

8. Estimated Costs

This program is intentionally low-cost. The following are rough estimates:

Item	Est. Cost	Notes
SAC meeting refreshments (10 meetings)	\$200–\$400	\$20–\$40/meeting
USBA conference registration (2 students)	\$300–\$600	Optional but recommended
Program materials (application forms, certificates, etc.)	< \$50	Minimal

Total Estimated Annual Cost	\$500–\$1,050	Very low-cost program
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These costs can be funded through the district general budget and/or community donations.



Title: **Sexual Harassment**

Code: D-61, E-04

Section: D – Personnel

Adopted: February 10, 1998

Last Revised: December 5, 2023

I. **Board purpose and scope**

1. NSSD is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that are free from sexual harassment and retaliation. To ensure compliance with federal and state civil rights laws and regulations, and to affirm our commitment to promoting the goals of fairness and equity in all aspects of the educational program or activity, NSSD has developed internal policies and procedures that provide a prompt, fair, and impartial process for those involved in an allegation of sexual harassment or retaliation. NSSD values and upholds the equal dignity of all members of its community and strives to balance the rights of the parties in the grievance process during what is often a difficult time for all those involved.
2. The core purpose of this policy is to prohibit sexual harassment and retaliation. When an alleged violation of this policy is reported, the allegations are subject to resolution using the process as detailed below.
3. This policy follows USBE's state policy and Federal 2020 Title IX regulations.

II. **General definitions**

1. "**Advisor**" means a person chosen by a party to accompany the party to meetings, interviews, or hearings related to the resolution process and to advise the party on that process.
2. "**Complainant**" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment based on a protected

class; or retaliation for engaging in a protected activity.

3. "**Complaint**" means a document submitted by a complainant or their parent/guardian or signed by the Title IX coordinator alleging sexual harassment or retaliation under this policy and requesting that NSSD investigate the allegation.
4. "**Day**" means a business/school day when NSSD is in normal operation.
5. "**Education program or activity**" means locations, events, or circumstances where NSSD exercises substantial control over both the respondent and the context in which the sexual harassment occurs.
6. "**Final determination**" means a conclusion that the alleged conduct did or did not violate policy.
7. "**Finding**" means a conclusion that the conduct did or did not occur as alleged.
8. "**Formal grievance process**" means the method of formal resolution designated by NSSD to address conduct that falls within the policies included below, and which complies with the requirements of the Title IX regulations.
9. "**Decision-maker**" refers to those who have decision-making or sanctioning authority within NSSD's formal grievance process.
10. "**Investigator**" means the person, or persons, assigned by NSSD to gather facts about an alleged violation of this policy, assess relevance and credibility, synthesize the evidence, and compile this information into an investigation report and file of directly related evidence.
11. "**Mandated reporter**" means an employee of NSSD who is obligated by policy to share knowledge, notice, and/or reports of harassment and/or retaliation with the Title IX coordinator or investigator.
12. "**Notice**" means that an employee, student, parent/guardian, or third-party informs the Title IX coordinator, or other official with authority, of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct.
13. "**Parties**" include the complainant(s) and respondent(s) collectively.
14. "**Respondent**" means an individual who has been reported as having engaged in conduct that could constitute sexual harassment or retaliation under this policy.

15. **"Resolution"** means the result of an informal or formal grievance process.
16. **"Sanction"** means a consequence imposed by NSSD on a respondent who is found to have violated this policy.

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

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

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

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

III. **Sexual harassment policy and directly related definitions**

1. The Department of Education's Office for Civil Rights (OCR), the Equal Employment Opportunity Commission (EEOC), and North Sanpete School District regard sexual harassment as an unlawful discriminatory practice.
2. Acts of sexual harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved.
3. Sexual harassment, as an umbrella category, includes the actual or attempted offenses of sexual harassment, sexual assault, domestic violence, dating violence, and stalking, and is defined as conduct on the basis of sex, or that is sexual, that satisfies one or more of the following:
 - a. **Quid Pro Quo**, which means a student or employee of NSSD, implicitly or explicitly conditions the provision of an aid, benefit, or service of NSSD on an individual's participation in unwelcome sexual conduct.
 - b. **Sexual harassment**, which means unwelcome conduct, determined by a reasonable person to be so severe, and pervasive, and objectively offensive that it effectively denies a person equal access to NSSD's educational program or

activities.

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

- i. Sex offenses, forcible, which means any sexual act (forcible rape, forcible sodomy, sexual assault with an object, forcible fondling) directed against another person without the consent of the complainant, including instances in which the complainant is incapable of giving consent. (This would include having another person touch you sexually, forcibly, or without your consent).
- ii. Sex offenses, non-forcible, which means incest, non-forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Utah law.
- iii. Statutory rape, which means non-forcible sexual intercourse with a person who is under the statutory age of consent of the State of Utah.

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

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

- i. By a current or former spouse or intimate partner of the complainant,
- ii. By a person with whom the complainant shares a child in common, or
- iii. By a person who is cohabitating with, or has cohabitation with, the complainant as a spouse or intimate partner, or

- iv. By a person similarly situated to a spouse of the complainant under the domestic or family violence laws of Utah, or
 - v. By any other person against an adult or youth complainant who is protected from that person's acts under the domestic or family violence laws of Utah.
 - vi. To categorize an incident as domestic violence, the relationship between the respondent and the complainant must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.
- f. **Stalking**, defined as engaging in a course of conduct on the basis of sex, directed at a specific person, that would cause a reasonable person to fear for the person's safety, or the safety of others; or suffer substantial emotional distress. For the purposes of this definition, course of conduct means two or more acts, including, but not limited to, acts in which the respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property. Reasonable person means a reasonable person under similar circumstances and with similar identities to the complainant. Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.
4. NSSD reserves the right to impose any level of sanction, ranging from a reprimand up to, and including, suspension, expulsion or termination, for any offense under this policy.
5. Force, coercion, and consent, and incapacitation. As used in the offenses above, the following definitions and understandings apply:
- a. **Force** is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent. Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

- b. **Coercion** is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. If/when someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.
- c. **Consent** is knowing, and voluntary, and clear permission by word or action to engage in sexual activity. Individuals may experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the activity. If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction, or thereafter, but clear communication from the outset is strongly encouraged.
- d. **Incapacitation** means a person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious, for any reason, including by alcohol or other drugs.

IV. **Title IX Coordinator**

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

V. **Independence and conflict-of-interest**

- 1. The Title IX coordinator acts with independence and authority free from bias and conflicts of interest. The Title IX coordinator oversees all resolutions under this policy and these procedures.
- 2. The members of the Title IX team are trained to ensure they are not biased for or against any party in a specific case or biased for or against complainants and/or respondents, generally.
- 3. To raise any concern involving bias or conflict of interest by the Title IX coordinator, contact the NSSD superintendent. Concerns of bias or a potential conflict of interest by any other Title IX team member should

be raised with the Title IX coordinator.

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

VI. **Administrative contact information**

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

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

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

NSSD Superintendent
NSSD District Employee Supervisor Assistant

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

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

- ~~1.2.~~ Notice or complaints of sexual harassment and/or retaliation may be made using any of the following options:

- a. File a complaint with or give verbal notice to the Title IX coordinator. A report may be made at any time (including during non-school hours) by using the telephone number or email address, or by mail to the office address listed for the Title IX coordinator or any other official listed.
- b. Report verbally or in writing to a supervisor.
- c. Reports may be made anonymously but may result in a need to investigate. NSSD tries to provide supportive measures to all complainants, which is often not possible with an anonymous report. Reporting carries no obligation to file a Formal Complaint, which would trigger a formal response. NSSD

respects requests from complainants to dismiss complaints unless there is a compelling threat to health and/or safety, criminal activity, child abuse, and/or the respondent is an employee.

- 2.3. A formal complaint means a document submitted or signed by the complainant or their parent/guardian or signed by the Title IX coordinator alleging a policy violation by a respondent and requesting that NSSD investigate the allegation(s).
- 3.4. A complaint may be filed with the Title IX coordinator in person, by mail, or by electronic mail, by using the contact information above, or as described in this section. As used in the complainant paragraph, the phrase document filed by a complainant means a document or electronic submission that contains the complainant s, or their parent/guardian s, physical or digital signature, or otherwise indicates that the complainant, or their parent/guardian, is the person filing the complaint, and requests that NSSD investigate the allegations.
- 4.5. If a complaint is submitted and does not meet this standard, the Title IX coordinator will contact the complainant, and/or their parent/guardian, to ensure it is filed correctly.

VIII. Procedures

- 1. All employees of the District are required to report any allegation or observation of Sexual Misconduct and Sexual Harassment to the employee's immediate supervisor, who will report to the school principal where the Complainant is enrolled or employed.
- 2. The principal will follow-up with an initial inquiry to determine if the conduct, on the face of the allegations, is more likely Sexual Misconduct or Sexual Harassment.
- 3. If after an initial inquiry the principal determines the conduct is more likely Sexual Harassment, the principal will notify the Title IX Coordinator about the allegation.
- 4. The Title IX Coordinator, along with the principal, will contact the Complainant and provide information regarding: how to file a Formal Complaint, Supportive Measures available to the Complainant, regardless of whether the Complainant files a Formal Complaint.
- 5. A Formal Complaint may be filed directly with the Title IX Coordinator in person, by mail, or by electronic mail.

VIII.IX. Supportive Measures

1. NSSD will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged sexual harassment and/or retaliation.
2. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the parties. Supportive measures are designed to restore or preserve access to NSSD's education program or activity, including measures designed to protect the safety of all parties or NSSD's educational environment, and/or deter sexual harassment and/or retaliation.
3. The Title IX coordinator promptly makes supportive measures available to the parties upon receiving notice of a complaint. At the time that supportive measures are offered, NSSD will inform the complainant, in writing (electronically or physically) that they may file a formal complaint with NSSD either at that time or in the future, if they have not done so already.
4. The Title IX coordinator works with the complainant to ensure their wishes are considered with respect to the supportive measures that are planned and implemented.
5. NSSD will maintain the privacy of the supportive measures so long as the privacy does not impair NSSD's ability to provide the supportive measures. NSSD will reduce the academic/occupational impact on the parties as much as possible and will implement measures in a way that does not unreasonably burden the other party.
6. These actions may include, but are not limited to:
 - a. Referral to counseling, medical, and/or other healthcare services
 - ~~b.~~a. Referral to community-based service providers
 - ~~c.~~b. Education to the school community or community subgroup(s)
 - ~~d.~~c. Altering school classroom assignment(s)
 - ~~e.~~d. Altering work arrangements for employees
 - ~~f.~~e. Safety planning
 - ~~g.~~f. Providing school safety escorts
 - ~~h.~~g. Providing transportation accommodations

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

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

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

~~l.k.~~ Emergency warnings

~~m.l.~~ Class schedule modifications

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

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

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

~~IX.X.~~ **Emergency removal**

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

~~2.1.~~ This risk analysis is performed by the Title IX coordinator or CSTAG team. In cases when an emergency removal involves a student with a disability who is receiving services under an individual education program (IEP), this risk analysis will also be performed in conjunction with the student's IEP team and may present the need for a manifestation determination.

~~3.2.~~ In all cases in which an emergency removal is imposed, the student and parent/guardian will be given notice of the action and the option to request to meet with the Title IX coordinator prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to demonstrate why the action/removal should not be implemented or should be modified.

~~4.3.~~ This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate. A student respondent shall be accompanied by a parent/guardian, or another advisor approved by a parent/guardian during the meeting. The student

respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation. A complainant and their advisor may be permitted to participate in this meeting if the Title IX coordinator determines it is equitable to do so.

- ~~5.4.~~ When this meeting is not requested in a timely manner, objections to the emergency removal will be deemed waived, except as below.
- ~~6.5.~~ In cases when an emergency removal involves a student with a disability who is receiving services under an IEP, this meeting can serve as the student's manifestation determination hearing and will be conducted in accordance with the requirements of the Individuals with Disabilities Education Act (IDEA). The student will not have to request such a meeting as it will be scheduled and held within ten (10) days of the decision to implement the emergency removal. If it is determined that an emergency removal is necessary for more than ten (10) school days, that would constitute a change in placement and would be addressed in accordance with the requirements of the IDEA.
- ~~7.6.~~ This section also applies to any restrictions that a coach or athletic administrator may place on a student-athlete arising from allegations related to Title IX. There is no appeal process for emergency removal decisions.
- ~~8.7.~~ The NSSD superintendent has sole discretion under this policy to implement or stay an emergency removal and to determine the conditions and duration. Violation of an emergency removal under this policy will be grounds for discipline, which may include suspension or expulsion.
- ~~9.8.~~ NSSD will implement the least restrictive emergency actions possible in light of the circumstances and safety concerns. As determined by the superintendent, these actions could include, but are not limited to: temporarily re-assigning an employee, restricting a student's or employee's access to or use of facilities or equipment, changing transportation arrangements, authorizing an administrative leave, suspending a student's participation in extracurricular activities, student organizational leadership, or athletics.
- ~~10.9.~~ At the discretion of the Superintendent, alternative coursework options may be pursued to ensure as minimal an academic impact as possible on the parties.
- ~~11.10.~~ Where the respondent is an employee, existing provisions for interim action are applicable.

~~XI~~. **Promptness**

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

~~2.1~~. Any time the general time frames for resolution outlined in NSSD procedures will be delayed, NSSD will provide written notice to the parties of the delay, the cause of the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

~~XI~~. **Privacy**

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

~~2.1~~. NSSD reserves the right to determine which NSSD officials have a legitimate educational interest in information about incidents that fall within this policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

~~XII~~. **Jurisdiction of NSSD**

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

~~2.1~~. Regardless of where the conduct occurred, NSSD will address notice/complaints to determine whether the conduct occurred in the context of its employment or educational program or activity and/or has continuing effects on school or in an out-of-school sponsored program or activity. A substantial NSSD interest includes:

- a. Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to, single or repeat violations of any local, state, or federal law;
 - ~~b.a.~~ Any situation in which it is determined that the respondent poses an immediate threat to the physical health or safety of any student or other individual
 - ~~c.b.~~ Any situation that materially and substantially interferes with the requirements of appropriate discipline in the operation of the school; and/or
 - ~~d.c.~~ Any situation that is detrimental to the educational interests or mission of NSSD.
- ~~3.2.~~ If the respondent is unknown or is not a member of the NSSD community, the Title IX coordinator will assist the complainant in identifying appropriate school/district and local resources and support options and/or, when criminal conduct is alleged, in contacting local law enforcement if the individual would like to file a police report.
- ~~4.3.~~ Further, even when the respondent is not a member of the NSSD community, supportive measures, remedies, and resources may be accessible to the complainant by contacting the Title IX coordinator.
- ~~5.4.~~ In addition, NSSD may take other actions as appropriate to protect the complainant against third parties, such as barring individuals from NSSD property and/or events.
- ~~6.5.~~ All vendors serving NSSD through third-party contracts are subject to the policies and procedures of their employers or to these policies and procedures to which their employer has agreed to be bound by their contracts.
- ~~7.6.~~ When the respondent is enrolled in or employed by another school/district, or institution of higher education, the Title IX coordinator can assist the complainant in liaising with the appropriate individual at that school/district or institution, as it may be possible to allege violations through that school/district's or institution's policies.

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

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

- ~~2.1.~~ Acting on notice/complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

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

1. The policies of NSSD are written and interpreted broadly to include online manifestations of any of the behaviors prohibited below, when those behaviors occur in or have an effect on NSSD s educational program and activities or use NSSD networks, technology, or equipment.
- ~~2.1.~~ Although NSSD may not control websites, social media, and other venues in which harassing communications are made, when such communications are reported to NSSD, it will engage in a variety of means to address and mitigate the effects.
- ~~3.2.~~ Members of the community are encouraged to be good digital citizens and to refrain from online misconduct, such as feeding anonymous gossip sites, sharing inappropriate content via social media, unwelcome sexual or sex-based messaging, distributing or threatening to distribute revenge pornography, breaches of privacy, or otherwise using the ease of transmission and/or anonymity of the Internet or other technology to harm another member of the NSSD community.
- ~~4.3.~~ Any online posting or other electronic communication by students, including cyber-bullying, cyber-stalking, cyber-harassment, etc., occurring completely outside of the NSSD s control (e.g., not on NSSD networks, websites, or between NSSD email accounts) will only be subject to this policy when such online conduct can be shown to cause a substantial in-program disruption or infringement on the rights of others. Otherwise, such communications are considered speech protected by the First Amendment. Supportive measures for complainants will be provided, but protected speech cannot legally be subjected to discipline.
- ~~5.4.~~ Out-of-school harassing speech by employees, whether online or in person, may be regulated by NSSD typically only when such speech is made in an employee s official or work-related capacity.

~~XV.XVI.~~ **Retaliation**

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

oppose conduct that constitutes a violation of this Policy.

- ~~2.1.~~ Acts of alleged retaliation should be reported immediately to the Title IX coordinator and will be promptly investigated. NSSD will take all appropriate and available steps to protect individuals who fear that they may be subjected to retaliation.
- ~~3.2.~~ NSSD and any member of NSSD s community are prohibited from taking materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy and procedure.
- ~~4.3.~~ Filing a complaint under another school/district policy could be considered retaliatory if those charges could be applicable under this policy, when the charges are made for the purpose of interfering with or circumventing any right or privilege provided under this policy that is not provided under the other school/district policy that was used. Therefore, NSSD vets all complaints carefully to ensure this does not happen, and to assure that complaints are tracked to the appropriate process.
- ~~5.4.~~ The exercise of rights protected under the First Amendment does not constitute retaliation.
- ~~6.5.~~ Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy and procedure does not constitute retaliation, provided that a determination regarding responsibility, alone, is not sufficient to conclude that any party has made a materially false statement in bad faith.

~~XVI.XVII.~~ **Mandated Reporting**

- 1. All NSSD employees (teachers, staff, administrators) are expected to report actual or suspected sexual harassment or retaliation to appropriate officials immediately. This includes employees who might otherwise be considered confidential resources.
- ~~2.1.~~ In order to make informed choices, it is important to be aware of confidentiality and mandatory reporting requirements when consulting school resources. In school, some resources may maintain confidentiality and are not required to report actual or suspected sexual harassment or retaliation. They may offer options and resources without any obligation to inform an outside agency or school

official unless a complainant has requested the information be shared.

~~3.2.~~ If a complainant expects formal action in response to their allegations, reporting to any mandated reporter can connect them with resources to report crimes and/or policy violations, and these employees will immediately pass reports to the Title IX coordinator (and/or police, if desired by the complainant), who will take action when an incident is reported to them.

~~4.3.~~ Mandated Reporters and Formal Notice/Complaints.

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

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

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

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

~~2.1.~~ The Title IX coordinator has ultimate discretion over whether the NSSD proceeds when the complainant does not wish to do so, and the Title IX coordinator may sign a formal complaint to initiate a grievance process upon completion of an appropriate violence risk assessment.

~~3.2.~~ The Title IX coordinator's decision should be based on results of the violence risk assessment that show a compelling risk to health and/or safety that requires NSSD to pursue formal action to protect the community.

~~4.3.~~ A compelling risk to health and/or safety may result from evidence of patterns of misconduct, predatory conduct, threats, abuse of minors, use of weapons, and/or violence. USBE may be compelled to act on

alleged employee misconduct irrespective of a Complainant's wishes.

- ~~5.4.~~ The Title IX coordinator must also consider the effect that non-participation by the complainant may have on the availability of evidence and NSSD's ability to pursue a formal grievance process fairly and effectively.
- ~~6.5.~~ When the Title IX coordinator executes the written complaint, they do not become the complainant. The complainant is the individual who is alleged to have experienced conduct that could constitute a violation of this policy.
- ~~7.6.~~ When NSSD proceeds, the complainant (or their advisor) may have as much or as little involvement in the process as they wish. The complainant retains all rights of a complainant under this policy irrespective of their level of participation. Typically, when the complainant chooses not to participate, the advisor or the student's parent/guardian may be appointed as proxy for the complainant throughout the process, acting to ensure and protect the rights of the complainant, though this does not extend to the provision of evidence or testimony except in situations where a complainant is unable to provide evidence or testimony without assistance (e.g. due to age, disability, etc.).
- ~~8.7.~~ In cases in which the complainant requests no formal action and the circumstances allow NSSD to honor that request, NSSD will offer informal resolution options (see below), supportive measures, and remedies to the complainant and the community, but will not otherwise pursue formal action.
- ~~9.8.~~ If the complainant elects to take no action, they can change that decision if they decide to pursue a formal complaint at a later date. Upon making a formal complaint, a complainant has the right, and can expect, to have allegations taken seriously by NSSD, and to have the incident investigated and properly resolved through these procedures. A complainant should consider that delays may cause limitations on access to evidence, or present issues with respect to the status of the parties.

~~XVIII.~~ **XIX. Emergency Notifications**

- 1. NSSD may issue emergency notifications for incidents that are reported and pose a serious or continuing threat of bodily harm or danger to members of the school community.
- ~~2.1.~~ NSSD will ensure that a complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the

potential danger.

- ~~3.2.~~ These notifications may be issued district-wide or may be limited to those members of the community who are potentially impacted. The Title IX coordinator will work in conjunction with the appropriate district officials in determining the scope and content of the notification.

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

1. Deliberately false and/or malicious accusations under this policy are a serious offense and will be subject to appropriate disciplinary action up to, and including, termination. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a policy violation determination.
- ~~2.1.~~ Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence, or deliberately misleading an official conducting an investigation can be subject to discipline under NSSD policy.

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

1. NSSD community encourages the reporting of misconduct and crimes by complainants and witnesses. Sometimes, complainants or witnesses are hesitant to report to NSSD officials or participate in grievance processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.
- ~~2.1.~~ It is in the best interests of the NSSD community that complainants choose to report misconduct to NSSD officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process. To encourage reporting and participation in the process, NSSD may offer parties and witnesses amnesty from minor policy violations related to the incident.
- ~~3.2.~~ Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all students within a progressive discipline system, and the rationale for amnesty the incentive to report serious misconduct is rarely applicable to respondent with respect to a complainant.
- ~~4.3.~~ In determining whether to offer amnesty, the Title IX Coordinator will consider factors such as: the nature and severity of the policy

violation; the age of the individual; the impact on the health and safety of the individual and the school community; and the best interests of the school community.

~~5.4.~~ Students. Sometimes, students are hesitant to assist others for fear that they may get in trouble themselves (for example, an underage student who has been drinking or using marijuana might hesitate to help take an individual who has experienced sexual assault to seek assistance). NSSD may offer amnesty for students who offer help to others in need.

~~6.5.~~ Employees. Sometimes, employees are hesitant to report sexual harassment or retaliation they have experienced for fear that they may get in trouble themselves. For example, an employee who has violated a consensual relationship policy and is then assaulted in the course of that relationship might hesitate to report the incident to NSSD officials. NSSD may, at its discretion, offer employee complainants amnesty from such policy violations (typically more minor policy violations) related to the incident. Amnesty may also be granted to respondents and witnesses on a case-by-case basis.

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

1. Upon receiving a complaint or notice, the Title IX coordinator initiates a prompt initial assessment. The Title IX coordinator will initiate at least one of three responses:
 - a. Offering and/or implementing supportive measures only because the complainant does not want to file a formal complaint;
 - ~~b.a.~~ An informal resolution (upon submission of a formal complaint); and/or
 - ~~c.b.~~ A formal grievance process including an investigation and a determination of whether policy was violated (upon submission of a formal complaint).
2. NSSD uses the formal grievance process to determine whether or not the policy has been violated. If so, NSSD will promptly implement effective remedies designed to ensure that it is not deliberately indifferent to sexual harassment or retaliation, their potential recurrence, or their effects.

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

1. The Title IX coordinator's initial assessment typically occurs within one to three business days after receiving the investigator's report. The

steps in an initial assessment can include:

- a. If notice is given, the Title IX coordinator seeks to determine if the person impacted wishes to make a formal complaint, and will assist them in doing so, if desired.
- ~~b~~.a. If not, the Title IX coordinator determines whether to initiate a complaint because a violence risk assessment indicates a compelling threat to health and/or safety.
- ~~c~~.b. If a formal complaint is received, the Title IX coordinator assesses its sufficiency and works with the complainant to make sure it is correctly completed.
- ~~d~~.c. The Title IX coordinator reaches out to the complainant to offer supportive measures.
- ~~e~~.d. The Title IX coordinator works with the complainant to ensure they are aware of the right to have an advisor.
- ~~f~~.e. The Title IX coordinator works with the Complainant to determine whether the complainant prefers a supportive and remedial response, an informal resolution option, or a formal investigation and grievance process.
- ~~g~~.f. If a supportive and remedial response is preferred, the Title IX coordinator works with the complainant to identify their wishes, assesses the request, and implements accordingly. No formal grievance process is initiated, though the complainant can elect to initiate one later, if desired.
- ~~h~~.g. If an informal resolution option is preferred, the Title IX coordinator assesses whether the complaint is suitable for informal resolution and may seek to determine if the respondent is also willing to engage in informal resolution.
- ~~i~~.h. If a formal grievance process is preferred, the Title IX coordinator determines if the misconduct alleged falls within the scope of Title IX. If it does, the Title IX coordinator will initiate the formal investigation and grievance process, directing the investigation to address an incident, and/or a pattern of alleged misconduct, and/or a culture/climate concern, based on the nature of the complaint. If it does not, the Title IX coordinator determines that Title IX does not apply (and will dismiss that aspect of the complaint, if any), assesses which policies may apply. Please note that dismissing a complaint under Title IX is solely a procedural requirement under Title IX and does not limit NSSD's authority to address a complaint with an appropriate

process and remedies.

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

1. NSSD must dismiss a formal complaint or any allegations therein if, at any time during the investigation or meeting with the decision-maker, it is determined that:
 - a. The conduct alleged in the formal complaint would not constitute sexual harassment as defined above, even if proved; and/or
 - ~~b.a.~~ The conduct did not occur in an educational program or activity controlled by NSSD or NSSD does not have control of the respondent; and/or
 - ~~c.b.~~ The conduct did not occur against a person in the United States; and/or
 - ~~d.c.~~ At the time of filing a formal complaint, a complainant is not participating in, or attempting to participate in, the education program or activity of NSSD.
2. NSSD may dismiss a formal complaint or any allegations therein if, at any time during the investigation or meeting with the decision-maker:
 - a. A complainant notifies the Title IX coordinator in writing that the complainant would like to withdraw the formal complaint in whole or in part; or
 - ~~b.a.~~ The Respondent is no longer enrolled in or employed by NSSD; or
 - ~~c.b.~~ Specific circumstances prevent NSSD from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
3. Upon any dismissal, NSSD will promptly send written notice of the dismissal and the rationale for doing so simultaneously to the parties.
4. The dismissal decision (including a decision not to dismiss) is appealable by any party under the appeal procedures below. A complainant who decides to withdraw a complaint may later request to reinstate or refile it.

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

1. NSSD is obligated to ensure that the grievance process is not abused for retaliatory purposes. NSSD permits the filing of counterclaims but uses an initial assessment, described above, to assess whether the allegations in the counterclaim are made in good faith. Counterclaims by a respondent may be made in good faith, but are, on occasion, also made for purposes of retaliation. Counterclaims made with retaliatory intent will not be permitted.
- ~~2.1.~~ Counterclaims determined to have been reported in good faith will be processed using the grievance procedures below. Investigation of such claims may take place after resolution of the underlying initial allegation, in which case a delay may occur.
- ~~3.2.~~ Counterclaims may also be resolved through the same investigation as the underlying allegation, at the discretion of the Title IX coordinator. When counterclaims are not made in good faith, they will be considered retaliatory and may constitute a violation of this policy.

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

1. The parties may each have an advisor of their choice present with them for all meetings, interviews, and hearings within the resolution process, if they so choose. The parties may select whomever they wish to serve as their advisor as long as the advisor is eligible and available. For students, this advisor can be someone in addition to their parent/guardian who may also be present with them for all meetings, interviews, and hearings within the resolution process.
- ~~2.1.~~ Choosing an advisor who is also a witness in the process creates potential for bias and conflict-of-interest. A party who chooses an advisor who is also a witness can anticipate that issues of potential bias will be explored by the hearing decision-maker(s).
- ~~3.2.~~ NSSD may permit parties to have more than one advisor upon special request to the Title IX coordinator. The decision to grant this request is at the sole discretion of the Title IX coordinator and will be granted equitably to all parties.
- ~~4.3.~~ Who can serve as an advisor:
 - a. The Advisor may be a friend, mentor, family member, attorney, or any other individual a party chooses to advise, support, and/or consult with them throughout the resolution process. The parties may choose advisors from inside or outside of the NSSD community.

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

~~5.4.~~ Advisor's role in meetings and interviews

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

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

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

~~6.5.~~ Pre-Interview Meetings

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

~~7.6.~~ Advisor violations of NSSD Policy

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

~~b.a.~~ The parties are expected to ask and respond to questions on their own behalf throughout the resolution process. In cases where a party requires assistance in asking and/or responding to questions on their own behalf (e.g., due to age or disability),

the advisor will be allowed to ask and/or respond to questions on behalf of their advisee, at the discretion of the investigator(s) or decision-maker(s). Although the advisor generally may not speak on behalf of their advisee, the advisor may consult with their advisee, either privately as needed, or by conferring or passing notes during any resolution process meeting or interview. For longer or more involved discussions, the parties and their advisors should ask for breaks to allow for private consultation.

- ~~e.b.~~ Any advisor who oversteps their role as defined by this policy will be warned only once. If the advisor continues to disrupt or otherwise fails to respect the limits of the advisor role, the meeting will be ended, or other appropriate measures implemented. Subsequently, the Title IX coordinator will determine how to address the advisor's non-compliance and future role.

~~8.7.~~ Sharing Information with the Advisor

- a. NSSD expects that the parties may wish to have NSSD share documentation and evidence related to the allegations with their advisors. Parties may share this information directly with their advisor or other individuals if they wish. Doing so may help the parties participate more meaningfully in the resolution process.
- ~~b.a.~~ Each party shall provide written consent that authorizes NSSD to share such information directly with their advisor. The parties must submit this consent to the Title IX coordinator before NSSD shares records with an advisor.
- ~~e.b.~~ If a party requests that all communication be made through their attorney advisor, the NSSD will comply with that request at the discretion of the Title IX coordinator.

~~9.8.~~ Privacy of records shared with advisor

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

~~10.9.~~ Expectations of an advisor

- a. NSSD generally expects an advisor to adjust their schedule to ensure attendance at NSSD meetings when planned but may

change scheduled meetings to accommodate an advisor's inability to attend, if doing so does not cause an unreasonable delay.

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

~~11.10.~~ Expectations of the Parties with Respect to Advisors

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

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

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

~~XXVI.XXVII.~~ Resolution Processes

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

~~2.1.~~ Informal Resolution

a. Informal Resolution can include three different approaches:

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

~~ii.i.~~ When the parties agree to resolve the matter through an alternate resolution mechanism such as mediation,

usually before a formal investigation takes place;

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

- b. To initiate informal resolution, a complainant must submit a formal complaint, as described above. A respondent who wishes to initiate informal resolution should contact the Title IX coordinator.
- c. It is not necessary to pursue informal resolution first in order to pursue a formal grievance process, and any party participating in informal resolution can stop the process at any time and begin or resume the formal grievance process.
- d. Prior to implementing informal resolution, NSSD will provide the parties with written notice of the reported misconduct and any sanctions or measures that may result from participating in such a process, including information regarding any records that will be maintained or shared by NSSD.
- e. NSSD will obtain voluntary, written confirmation that all parties wish to resolve the matter through informal resolution before proceeding and will not pressure the parties to participate in informal resolution.
- f. Informal resolution will not be used to resolve allegations of complaints where the complainant is a student, and the respondent is an employee.
- g. Alternate Resolution Mechanism
 - i. Alternate Resolution is an informal mechanism by which the parties mutually agree to resolve an allegation. All parties must consent to the use of an alternate resolution mechanism.

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

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

~~3.2.~~ Respondent accepts responsibility for alleged violations

- a. The respondent may accept responsibility for all or part of the alleged policy violations at any point during the resolution process. If the respondent indicates an intent to accept responsibility for all of the alleged misconduct, the formal process will be paused, and the Title IX coordinator will determine whether informal resolution can be used according to the criteria above. If so, the Title IX coordinator will determine whether all parties and NSSD are able to agree on responsibility, sanctions, and/or remedies. If so, the Title IX coordinator implements the accepted finding that the respondent is in violation of NSSD policy and implements agreed-upon sanctions and or remedies, in coordination with other appropriate administrator(s), as necessary.

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

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

~~4.3.~~ Negotiated Resolution

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

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

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

~~2.1.~~ Members of the Pool are trained prior to participating in a grievance process. Training may include, but is not limited to:

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

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

~~c.b.~~ Implicit bias

~~d.c.~~ Disparate treatment and impact

~~e.d.~~ Reporting, confidentiality, and privacy requirements

~~3.2.~~ Applicable laws, regulations, and federal regulatory guidance

a. How to implement appropriate and situation-specific remedies

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

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

~~d.c.~~ How to weigh evidence

~~e.d.~~ How to conduct questioning

~~f.e.~~ How to assess credibility

~~g.f.~~ Impartiality and objectivity

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

~~i.h.~~ The definitions of all offenses

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

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

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

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

~~n.m.~~ Issues of relevance of questions and evidence

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

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

~~q.p.~~ Recordkeeping

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

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

~~2.1.~~ The NOIA will include:

a. A meaningful summary of all of allegations,

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

~~c.b.~~ The precise misconduct being alleged,

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

~~e.d.~~ The specific policies implicated,

~~f.e.~~ A description of the applicable procedures,

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

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

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

period,

~~j.i.~~ A statement about NSSD's policy on retaliation,

~~k.j.~~ Information about the privacy of the process,

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

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

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

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

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

~~3.2.~~ Amendments and updates to the NOIA may be made as the investigation progresses and more information becomes available regarding the addition or dismissal of any allegations.

~~4.3.~~ Notice will be made in writing and may be delivered by one or more of the following methods: in person, mailed to the local or permanent address(es) of the parties as indicated in official NSSD records, or emailed to the parties NSSD- issued email or designated accounts. Once mailed, emailed, and/or received in-person, notice will be presumptively delivered.

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

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

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

1. Once the Title IX coordinator decides to begin a formal investigation, the Title IX coordinator appoints Pool members to conduct the

investigation (typically using a team of two Investigators), usually within two (2) [business days of determining that an investigation should proceed.

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

1. Any individual materially involved in the administration of the resolution process including the Title IX coordinator, investigator(s), and decision-maker(s), may neither have nor demonstrate a conflict of interest or bias for a party generally, or for a specific complainant or respondent.
- ~~2.~~1. The Title IX coordinator will vet the assigned Investigator(s) to ensure impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. The parties may, at any time during the resolution process, raise a concern regarding bias or conflict of interest, and the Title IX coordinator will determine whether the concern is reasonable and supportable. If so, another Pool member will be assigned and the impact of the bias or conflict, if any, will be remedied. If the source of the conflict of interest or bias is the Title IX coordinator, concerns should be raised with the NSSD Superintendent.
- ~~3.~~2. The formal grievance process involves an objective evaluation of all relevant evidence obtained, including evidence that supports that the respondent engaged in a policy violation and evidence that supports that the respondent did not engage in a policy violation. Credibility determinations may not be based solely on an individual's status or participation as a complainant, respondent, or witness.
- ~~4.~~3. The NSSD presumes that the respondent is not responsible for the reported misconduct unless, and until, a final determination is made that this policy has been violated.

~~XXXII.~~XXXIII. **Investigation Timeline**

1. Investigations are completed promptly, normally within thirty (30) business days, though some investigations may take longer, depending on the nature, extent, and complexity of the allegations, availability of witnesses, police involvement, etc.
- ~~2.~~1. USBE will make a good faith effort to complete investigations as promptly as possible and will communicate regularly with the parties to update them on the progress and timing of the investigation.

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

1. NSSD may undertake a short delay in its investigation (several days to a few weeks) if circumstances require. Such circumstances include, but

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

~~2.1.~~ NSSD will communicate in writing the anticipated duration of the delay and reason to the parties and provide the parties with status updates if necessary. NSSD will promptly resume its investigation and resolution process as soon as feasible. During such a delay, NSSD will implement supportive measures as deemed appropriate.

~~3.2.~~ NSSD action(s) or processes may be delayed but are not stopped by civil or criminal charges involving the underlying incident(s). Dismissal or reduction of those criminal charges may or may not impact NSSD's action(s) or processes.

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

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

~~2.1.~~ All parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence and expert witnesses, and to fully review and respond to all evidence on the record.

~~3.2.~~ The Investigator(s) typically take(s) the following steps, if not already completed (not necessarily in this order):

a. Determine the identity and contact information of the complainant

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

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

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

~~e.d.~~ Commence a thorough, reliable, and impartial investigation by identifying issues and developing a strategic investigation plan,

including a witness list, evidence list, intended investigation timeframe, and order of interviews for all witnesses and the parties

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

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

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

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

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

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

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

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

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

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

~~p.o.~~ Write a comprehensive investigation report fully summarizing the investigation, all witness interviews, and addressing all relevant evidence. Appendices including relevant physical, or

documentary evidence will be included

- ~~q.p.~~ The Investigator(s) gather, assess, and synthesize evidence, but make no conclusions, engage in no policy analysis, and render no recommendations as part of their report
- ~~r.g.~~ Prior to the conclusion of the investigation, provide the parties and their respective advisors (when advisors are identified) a secured electronic or hard copy of the draft investigation report as well as an opportunity to inspect and review all of the evidence obtained as part of the investigation that is directly related to the reported misconduct, including evidence upon which NSSD does not intend to rely in reaching a determination, for a ten (10) business day review and comment period so that each party may meaningfully respond to the evidence. The parties may elect to waive the full ten days.
- ~~s.r.~~ The Investigator(s) may elect to respond in writing in the investigation report to the parties submitted responses and/or to share the responses between the parties for additional responses
- ~~t.s.~~ The Investigator(s) will incorporate relevant elements of the parties written responses into the final investigation report, include any additional relevant evidence, make any necessary revisions, and finalize the report. The Investigator(s) should document all rationales for any changes made following the review and comment period
- ~~u.t.~~ The Investigator(s) shares the report with the Title IX coordinator and/or legal counsel for their review and feedback
- ~~v.u.~~ The Investigator will incorporate any relevant feedback, and the final investigation report is then shared with all parties and their advisors through secure electronic transmission or hard copy at least ten (10) business days prior to meeting with the decision-maker. The parties are also provided with a file of any directly related evidence that was not included in the report

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

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

are encouraged to share what they know about the complaint.

~~2.1.~~ Although in-person interviews for parties and all potential witnesses are ideal, circumstances (e.g., summer break) may require individuals to be interviewed remotely. Skype, Zoom, FaceTime, WebEx, or similar technologies may be used for interviews if the Investigator(s) determine that timeliness or efficiency dictate a need for remote interviewing. NSSD will take appropriate steps to reasonably ensure the security and privacy of remote interviews.

~~3.2.~~ Witnesses may also provide written statements in lieu of interviews or choose to respond to written questions, if deemed appropriate by the Investigator(s), though not preferred.

~~XXXVI-XXXVII.~~ **Recording of Interviews**

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

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

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

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

1. If the complaint is not resolved through informal resolution, and after the final investigation report is shared with the parties, the Title IX coordinator will refer the matter to a decision-maker to make a determination regarding responsibility.
- ~~2.1.~~ The decision-maker cannot make a determination regarding responsibility prior to ten (10) business days from the conclusion of the investigation when the final investigation report is transmitted to the parties and the decision-maker unless all parties and the decision-maker agree to an expedited timeline.
- ~~3.2.~~ The Title IX coordinator will select an appropriate decision-maker from the Pool depending on whether the respondent is an employee or a

student.

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

1. NSSD will designate a single decision-maker from the Pool, at the discretion of the Title IX coordinator, and inform the parties.
- ~~2.1.~~ The decision-maker will not have had any previous involvement with the investigation. Those who have served as investigators in this investigation may not serve as decision-makers. Those who are serving as advisors for any party may not serve as decision-makers in that matter. The Title IX coordinator may not serve as a decision-maker in the matter.
- ~~3.2.~~ All objections to any decision-maker must be raised in writing, detailing the rationale for the objection, and must be submitted to the Title IX coordinator no later than two (2) business days after being notified of the identity of the decision-maker. Decision-makers will only be removed if the Title IX coordinator concludes that their bias or conflict of interest precludes an impartial consideration of the evidence.
- ~~4.3.~~ The Title IX coordinator will give the decision-maker a list of the names of all parties, witnesses, and advisors. Any decision-maker who cannot make an objective determination must recuse themselves from the proceedings when notified of the identity of the parties, witnesses, and advisors. If a decision-maker is unsure of whether a bias or conflict of interest exists, they must raise the concern to the Title IX coordinator as soon as possible.

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

1. Any evidence that the decision-maker determines is relevant and credible may be considered. The decision-maker will not consider: 1) incidents not directly related to the possible violation, unless they evidence a pattern; 2) the character of the parties; or 3) questions and evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- ~~2.1.~~ Previous disciplinary action of any kind involving the respondent may be considered in determining an appropriate sanction upon a determination of responsibility. This information is only considered at the sanction stage of the process and is not shared with the decision-

maker until then.

~~3.2.~~ The parties may each submit a written impact statement for the consideration of the decision-maker at the sanction stage of the process when a determination of responsibility is reached.

~~4.3.~~ The decision-maker determines based on the preponderance of the evidence; whether it is more likely than not that the respondent violated the policy as alleged.

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

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

~~2.1.~~ The decision-maker will invite each party to submit proposed written questions for other parties/witnesses. Upon receipt of the proposed questions, the decision-maker will review the proposed questions and determine which questions will be permitted, disallowed, or rephrased. The decision-maker will limit or disallow questions on the basis that they are irrelevant, repetitive (and thus irrelevant), or abusive. The decision-maker has full authority to decide all issues related to questioning and determinations of relevance. The decision-maker may ask a party to explain why a question is or is not relevant from their perspective. The decision-maker will explain any decision to exclude a question as not relevant, or to reframe it for relevance.

~~3.2.~~ The decision-maker, after any necessary consultation with the parties, Investigator(s) and/or Title IX coordinator, will provide the parties and witnesses with the relevant written questions to be answered and allow for a period of time whereby the parties and witnesses are to submit written responses to the questions and any appropriate follow-up questions or comments by the parties. The exchange of questions and responses by the parties and witnesses will be concluded within a 10-business day period.

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

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

~~2.1.~~ No less than ten (10) business days prior to any meeting or the decision-making phase of the process, the Title IX coordinator or the decision-maker will send notice to each party. Once mailed, emailed, and/or received in-person, notice will be presumptively delivered.

~~3.2.~~ The notice will contain:

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

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

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

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

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

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

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

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

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

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

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

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

the meeting/final determination.

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

~~4.3.~~ Meetings for possible violations that occur near or after the end of a school year (assuming the respondent is still subject to this policy) and are unable to be resolved prior to the end of the school year will typically be held as soon as possible given the availability of the parties, but no later than immediately upon the start of the following school year. NSSD will implement appropriate supportive measures intended to correct and remediate any hostile environment while the resolution is delayed.

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

1. Participants at a meeting may include the decision-maker, the Investigator(s) who conducted the investigation, the party/witness, the party's advisor, the Title IX coordinator, the parent/guardian, and anyone providing authorized accommodations or assistive services.
- ~~2.1.~~ At a meeting, the decision-maker has the authority to hear and make determinations on all allegations of sexual harassment and/or retaliation and may also hear and make determinations on any additional alleged policy violations that have occurred in concert with the sexual harassment and/or retaliation, even though those collateral allegations may not specifically fall within the policy.
- ~~3.2.~~ Any witness scheduled to meet with the decision-maker must have been first interviewed by the Investigator(s) or have proffered a written statement or answered written questions, unless all parties and the decision-maker assent to the witness's participation.
- ~~4.3.~~ If the parties and decision-maker do not assent to the admission of evidence newly offered at the meeting, the decision-maker may delay the meeting and instruct that the investigation needs to be re-opened to consider that evidence.
- ~~5.4.~~ If the parties raise an issue of bias or conflict of interest of an Investigator or decision-maker at the meeting, the decision-maker may elect to address those issues, consult with legal counsel, and/or refer them to the Title IX coordinator, and/or preserve them for appeal. If bias is not in issue at the meeting, the decision-maker should not permit irrelevant questions that probe for bias.

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

1. The decision-maker(s) will then deliberate to determine whether the respondent is responsible or not responsible for the policy violation(s) in question. The preponderance of the evidence standard of proof is used.
- ~~2.1.~~ When there is a finding of responsibility on one or more of the allegations, the decision-maker may then consider the previously submitted party impact statements in determining appropriate sanction(s).
- ~~3.2.~~ The decision-maker will ensure that each of the parties has an opportunity to review any impact statement submitted by the other party(ies). The decision-maker may, at their discretion, consider the statements, but they are not binding.
- ~~4.3.~~ The decision-maker will review the statements and any pertinent conduct history provided by NSSD administration and will recommend the appropriate sanction(s) in consultation with other appropriate administrators, as required.
- ~~5.4.~~ The decision-maker will then prepare a written deliberation statement and deliver it to the Title IX coordinator.
- ~~6.5.~~ This statement must be submitted to the Title IX coordinator within two (2) business days after the decision-maker held their final meeting with the parties/witnesses or concluded the paper evidence exchange/questioning process, unless the Title IX coordinator grants an extension. If an extension is granted, the Title IX coordinator will notify the parties.

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

1. Using the deliberation statement, the decision-maker will work in conjunction with the Title IX coordinator as needed to prepare a Notice of Outcome. The Notice of Outcome will then be reviewed by legal counsel. The Title IX coordinator will then share the letter, including the final determination, rationale, and any applicable sanction(s) with the parties and their advisors within 5 business days of receiving the decision-makers deliberation statement.
- ~~2.1.~~ The Notice of Outcome will then be shared with the parties simultaneously. Notification will be made in writing and may be delivered by one or more of the following methods: in person, mailed to the local or permanent address of the parties as indicated in official NSSD records, or emailed to the parties NSSD- issued email or otherwise approved account. Once mailed, emailed, and/or received in-person, notice will be presumptively delivered.

- ~~3.2.~~ The Notice of Outcome will articulate the specific policy (policies) reported to have been violated, including the relevant policy section, and will contain a description of the procedural steps taken by NSSD from the receipt of the misconduct report to the determination, including any and all notifications to the parties, interviews with parties and witnesses, site visits, methods used to obtain evidence, and hearings held.
- ~~4.3.~~ The Notice of Outcome will specify the finding on each alleged policy violation; the findings of fact that support the determination; conclusions regarding the application of the relevant policy to the facts at issue; a statement of, and rationale for, the result of each allegation to the extent the NSSD is permitted to share such information under state or federal law; any sanctions issued which NSSD is permitted to share according to state or federal law; and any remedies provided to the complainant designed to ensure access to NSSD's educational or employment program or activity, to the extent NSSD is permitted to share such information under state or federal law (this detail is not typically shared with the respondent unless the remedy directly relates to the respondent).
- ~~5.4.~~ The Notice of Outcome will also include the relevant procedures and bases for any available appeal options.

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

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

1. Factors considered when determining a sanction/responsive action may include, but are not limited to:
 - a. The nature, severity of, and circumstances surrounding the violation(s)
 - ~~b.a.~~ The Respondent's disciplinary history
 - ~~c.b.~~ Previous allegations or allegations involving similar conduct.
 - ~~d.c.~~ The need for sanctions/responsive actions to bring an end to the sexual harassment and/or retaliation
 - ~~e.d.~~ The need for sanctions/responsive actions to prevent the future recurrence of sexual harassment and/or retaliation
 - ~~f.e.~~ The need to remedy the effects of the sexual harassment and/or retaliation on the Complainant and the community

~~g.f.~~ The impact on the parties

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

2. The sanctions will be implemented as soon as is feasible, either upon the outcome of any appeal or the expiration of the window to appeal without an appeal being requested.
3. Sanctions are not exclusive of, and may be in addition to, other actions taken, or sanctions imposed by external authorities.

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

1. Should a student decide not to participate in the resolution process, the process proceeds absent their participation to a reasonable resolution. Should a student respondent permanently withdraw from NSSD, the resolution process ends, as NSSD no longer has disciplinary jurisdiction over the withdrawn student. However, NSSD will continue to address and remedy any systemic issues, variables that may have contributed to the alleged violation(s), and any ongoing effects of the alleged sexual harassment and/or retaliation.
- ~~2.1.~~ Should an employee respondent resign with unresolved allegations pending, the resolution process ends, as NSSD no longer has disciplinary jurisdiction over the resigned employee. However, NSSD will continue to address and remedy any systemic issues, variables that contributed to the alleged violation(s), and any ongoing effects of the alleged harassment or retaliation.
- ~~3.2.~~ The employee who resigns with unresolved allegations pending is not eligible for rehire with NSSD, and the records retained by the Title IX coordinator will reflect that status. Any state mandates for reporting of this resignation with respect to licensure or certification will be met.
- ~~4.3.~~ All NSSD responses to future inquiries regarding employment references for that individual will include that the former employee resigned during a pending disciplinary matter.

~~XLIX.L.~~ **Appeals**

1. Any party may file a request for appeal ("Request for Appeal") in writing to the Title IX coordinator within 5 business days of the delivery of the Notice of Outcome.
- ~~2.1.~~ A single appeal decision-maker will chair the appeal. No decision-maker will have been involved in the process previously, including any dismissal appeal that may have been heard earlier in the process.

- ~~3.2.~~ The Request for Appeal will be forwarded to the appeal decision-maker for consideration to determine if the request meets the grounds for appeal (a Review for Standing).
- ~~4.3.~~ This review is not a review of the merits of the appeal, but solely a determination as to whether the request meets the grounds and is timely filed.
- ~~5.4.~~ Grounds for Appeal. Appeals are limited to the following grounds:
- a. Procedural irregularity that affected the outcome of the matter;
 - ~~b.a.~~ New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - ~~c.b.~~ The Title IX coordinator, investigator(s), or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the specific complainant or respondent that affected the outcome of the matter.
- ~~6.5.~~ If any of the grounds in the request for appeal do not meet the grounds in this policy, that request will be denied by the appeal decision-maker and the parties, and their advisors will be notified in writing of the denial and the rationale.
- ~~7.6.~~ If any of the grounds in the request for appeal meet the grounds in this policy, then the appeal decision-maker will notify the other party(ies) and their advisors, the Title IX coordinator, and, when appropriate, the investigators and/or the original decision-maker.
- ~~8.7.~~ The other party(ies) and their advisors, the Title IX coordinator, and, when appropriate, the investigators and/or the original decision-maker will be mailed, emailed, and/or provided a hard copy of the request with the approved grounds and then be given 7 business days to submit a response to the portion of the appeal that was approved and involves them. All responses will be forwarded by the Chair to all parties for review and comment.
- ~~9.8.~~ The non-appealing party (if any) may also choose to raise a new ground for appeal at this time. If so, that will be reviewed to determine if it meets the grounds in this Policy by the appeal decision-maker and either denied or approved. If approved, it will be forwarded to the party who initially requested an appeal, the Investigator(s) and/or original decision-maker, as necessary, who will submit their responses in 7 business days, which will be circulated for review and comment by all parties.

~~10.9.~~ Neither party may submit any new requests for appeal after this time period. The appeal decision-maker will collect any additional information needed and all documentation regarding the approved grounds and the subsequent responses and the appeal decision-maker will render a decision in no more than 5 business days, barring unusual circumstances. All decisions apply the preponderance of the evidence standard.

~~11.10.~~ A Notice of Appeal Outcome will be sent to all parties simultaneously including the decision on each approved ground and rationale for each decision. The Notice of Appeal Outcome will specify the finding on each ground for appeal, any specific instructions for remand or reconsideration, any sanctions that may result which NSSD is permitted to share according to state or federal law, and the rationale supporting the essential findings to the extent NSSD is permitted to share under state or federal law.

~~12.11.~~ Notification will be made in writing and may be delivered by one or more of the following methods: in person, mailed to the local or permanent address of the parties as indicated in official institutional records, or emailed to the parties NSSD-issued email or otherwise approved account. Once mailed, emailed and/or received in-person, notice will be presumptively delivered.

~~13.12.~~ Sanctions Status During the Appeal. Any sanctions imposed by the Decision-maker take effect following the appeal process. Supportive measures may remain in effect during an appeal process, subject to the same supportive measure procedures above.

~~14.13.~~ Appeal Considerations

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

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

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

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

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

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

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

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

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

~~h.i.~~ **Long-Term Remedies/Other Actions**

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

- a. Referral to counseling and health services

~~b.a.~~ Referral to the Employee Assistance Program

~~c.b.~~ Education to the individual and/or the community

~~d.c.~~ Potential alteration of work arrangements for employees

~~e.d.~~ Provision of school safety escorts

~~f.e.~~ Climate surveys

~~g.f.~~ Policy modification and/or training

~~h.g.~~ Provision of transportation accommodations

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

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

2. At the discretion of the Title IX coordinator, certain long-term support or measures may also be provided to the parties even if no policy violation is found.
3. When no policy violation is found, the Title IX coordinator will address any remedies owed by NSSD to the respondent to ensure no effective denial of educational access.
4. NSSD will maintain the privacy of any long-term remedies/actions/measures, provided privacy does not impair NSSD's ability to provide these services.

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

1. All respondents are expected to comply with the assigned sanctions, responsive actions, and/or corrective actions within the timeframe specified by the final decision-maker (including the appeal decision-maker).
- ~~2.1.~~ Failure to abide by the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s)/action(s), including suspension, expulsion, and/or termination from NSSD.

~~II.LIII.~~ **Recordkeeping**

1. NSSD will maintain for a period of at least seven years records of:
 - a. Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under federal regulation;
 - ~~b.a.~~ Any disciplinary sanctions imposed on the respondent;

~~e.b.~~ Any remedies provided to the complainant designed to restore or preserve equal access to NSSD's education program or activity;

~~d.c.~~ Any appeal and the result therefrom;

~~e.d.~~ Any Informal Resolution and the result therefrom;

~~f.e.~~ All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. NSSD will make these training materials publicly available on its website; and

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

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

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

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

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

~~III.LIV.~~ **Disabilities Accommodations in the Resolution Process**

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

~~2.1.~~ Anyone needing such accommodations or support should contact the NSSD HR Manager, who will review the request and, in consultation with the person requesting the accommodation and the Title IX coordinator, determine which accommodations are appropriate and necessary for full participation in the process.

~~IV.LV.~~ **Revision of this Policy and Procedures**

1. This policy and procedures supersede any previous policy(ies) addressing harassment, sexual misconduct and/or retaliation under Title IX and will be reviewed and updated annually by the Title IX

coordinator. NSSD reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

- ~~2.1.~~ During the resolution process, the Title IX coordinator may make minor modifications to procedures that do not materially jeopardize the fairness owed to any party, such as to accommodate summer schedules. The Title IX coordinator may also vary procedures materially with notice (on the NSSD website, with the appropriate effective date identified) upon determining that changes to law or regulation require policy or procedural alterations not reflected in this policy and procedures.
- ~~3.2.~~ If government laws or regulations change or court decisions alter the requirements in a way that impacts this document, this document will be construed to comply with the most recent government regulations or holdings.
- ~~4.3.~~ This document does not create legally enforceable protections beyond the protection of the background state and federal laws which frame such policies and codes, generally.
- ~~5.4.~~ This Policy and procedures are effective as of January 1, 2024.

APPENDIX A: STATEMENT OF RIGHTS OF THE PARTIES

- The right to an equitable investigation and resolution of all credible allegations of prohibited harassment or retaliation made in good faith to NSSD officials.
- The right to timely written notice of all alleged violations, including the identity of the parties involved (if known), the precise misconduct being alleged, the date and location of the alleged misconduct (if known), the implicated policies and procedures, and possible sanctions.
- The right to timely written notice of any material adjustments to the allegations (e.g., additional incidents or allegations, additional complainants, unsubstantiated allegations) and any attendant adjustments needed to clarify potentially implicated policy violations.
- The right to be informed in advance of any public release of information regarding the allegation(s) or underlying incident(s), whenever possible.

- The right not to have any personally identifiable information released to the public without consent provided, except to the extent permitted by law.
- The right to be treated with respect by NSSD officials.
- The right to have NSSD policies and procedures followed without material deviation.
- The right not to be pressured to mediate or otherwise informally resolve any reported misconduct involving violence, including sexual violence.
- The right not to be discouraged by NSSD officials from reporting sexual harassment or retaliation to both school and local authorities.
- The right to be informed by NSSD officials of options to notify proper law enforcement authorities, including local police, and the option(s) to be assisted by NSSD officials in notifying such authorities, if the party so chooses. This also includes the right not to report, as well, except when NSSD officials are required to report by law.
- The right to have allegations of violations of this policy responded to promptly and with sensitivity by NSSD officials.
- The right to be informed of available interim actions and supportive measures, or other services, both in school and in the community.
- The right to a NSSD-implemented no-contact order or a no-trespass order against a non-affiliated third party when NSSD determines a person has engaged in or threatens to engage in stalking, threatening, harassing, or other improper conduct.
- The right to be informed of available assistance in changing academic, living, and/or working situations after an alleged incident of sexual harassment and/or retaliation, if such changes are reasonably available. No formal report, or investigation, either school or criminal, needs to occur before this option is available. Such actions may include, but are not limited to:
 - Changing an employee's work environment (e.g., reporting structure, office/workspace relocation)
 - Transportation accommodations
 - Visa/immigration assistance
 - Exam, paper, and/or assignment rescheduling or adjustment
 - Transferring class sections

- Temporary leave of absence
- School safety escorts
- Alternative course completion options
- The right to have NSSD maintain such actions for as long as necessary and for supportive measures to remain private, provided privacy does not impair NSSD's ability to provide the supportive measures.
- The right to receive sufficiently advanced, written notice of any meeting or interview involving the other party, when possible.
- The right to ask the investigator(s) and decision-maker(s) to identify and question relevant witnesses, including expert witnesses.
- The right to provide the investigator(s)/decision-maker(s) with a list of questions that, if deemed relevant by the investigator(s)/decision-maker(s), may be asked of any party or witness.
- The right not to have irrelevant prior sexual history or character admitted as evidence.
- The right to know the relevant and directly related evidence obtained and to respond to that evidence.
- The right to a fair opportunity to provide the investigator(s) with their account of the alleged misconduct.
- The right to receive a copy of the investigation report, including all factual, policy, and/or credibility analyses performed, and all relevant and directly related evidence available and used to produce the investigation report, subject to the privacy limitations imposed by state and federal law and the right to have at least ten (10) business days to review the report prior to any determination being made.
- The right to respond to the investigation report, including comments providing any additional relevant evidence after the opportunity to review the investigation report.
- The right to be informed of the names of all witnesses whose information will be used to make a finding, in advance of that finding, when relevant.
- The right to regular updates on the status of the investigation and/or resolution.
- The right to have reports of alleged policy violations addressed by investigators, Title IX coordinator, and decision-maker(s) who have received

relevant annual training.

- The right to preservation of privacy, to the extent possible and permitted by law.
- The right to meetings, interviews, and/or hearings that are closed to the public.
- The right to petition that any NSSD representative in the process be recused on the basis of disqualifying bias and/or conflict of interest.
- The right to have an advisor of their choice to accompany and assist the party in all meetings, interviews and/or hearings associated with the resolution process.
- The right to the use of the appropriate standard of evidence, preponderance of the evidence; to make a finding after an objective evaluation of all relevant evidence.
- The right to have an impact statement considered by the decision-maker following a determination of responsibility for any allegation, but prior to sanctioning.
- The right to be promptly informed in a written Notice of Outcome letter of the finding(s) and sanction(s) of the resolution process and a detailed rationale of the decision (including an explanation of how credibility was assessed), delivered simultaneously (without undue delay) to the parties.
- The right to be informed in writing of when a decision by NSSD is considered final and any changes to the sanction(s) that occur before the decision is finalized.
- The right to be informed of the opportunity to appeal the finding(s) and sanction(s) of the resolution process, and the procedures for doing so in accordance with the standards for appeal established by NSSD.
- The right to a fundamentally fair resolution as defined in these procedures.

Adopted: **February 10, 1998**

Last Revised: **December 05, 2023**



Book	Policy Manual
Section	D - Personnel
Title	Physical Examination for Personnel
Code	D-18
Status	Active <u>Revised: First Read 4/21/26</u>
Adopted	August 25, 1983
Revised	

For the welfare of ~~all~~ personnel and for the protection of students, the Board of Education ~~requires a thorough pre-employment physical examination and may require a follow-up physical examination of employees to insure this protection.~~ authorizes the use of medical examinations and health certifications only when such requirements are job-related, consistent with business necessity, or required by applicable law, regulation, or safety standards.

The District shall require employees in safety-sensitive positions, including transportation personnel, to meet applicable medical and physical qualification standards established by federal and state authorities.

Utah Code § 53G-11-202

GUIDELINES

- ~~1. Professional employees shall secure from their building principals or from the school superintendent health certification forms which they will present to their own physician for completion.~~ **Health Certification (When Applicable):** Professional employees or applicants may be required to obtain health certifications forms from the District office when such certification is job-related and consistent with business necessity or required by law. The certification shall be completed by a licensed health care provider.
- ~~2. The cost of physical examinations shall be borne by each individual employee.~~ **Transportation Personnel Requirements:** Employees in transportation positions shall comply with all applicable medical and physical qualification standards, including:
 - a. Commercial driver license (CDL) holders shall maintain required medical certification in accordance with applicable federal requirements.
 - b. The District shall conduct annual physical performance evaluations for transportation personnel in accordance with standards established by the Utah State Board of Education.
 - c. Failure to satisfactorily complete required medical certifications or physical performance evaluations may result in disciplinary action, up to and including termination.
- ~~2.~~ Utah Admin. Rules R277-601; USBE Physical Assessment Standards for Utah School Bus Drivers and Bus Attendants (2021)

3. ~~Presence of contagious diseases detrimental to the health of students of the district shall be grounds for denial of employment initially or termination of employment either temporarily or permanently.~~ **Health Conditions Affecting Safety:** The District may take appropriate employment action when an employee has a medical condition that poses a direct threat to the health or safety of students or staff, as determined through an individualized assessment consistent with applicable law.
4. ~~Completed health forms shall be filed in each individual employee's personal file in the office of the superintendent.~~ **Confidentiality of Medical Information:** All medical information obtained under this policy shall be maintained in confidential files separate from general personnel records and shall be accessed only by authorized personnel in accordance with applicable law.
5. **Additional Medical Examinations:** When, in the ~~Judgment~~ judgment of the Board of Education or the Superintendent, there is a reasonable, job-related basis to believe that an employee's ability to perform essential job functions is impaired or that the employee poses a direct threat to the health or safety of others, an the employee may be required to undergo have a physical-medical examination to insure the protection of children and employees.
 - a. District ~~approved~~ forms shall ~~he be~~ used.
 - b. The ~~district~~ District shall pay for ~~this any medical~~ examination required under this section.

North Sanpete School District

Board Briefing Memo

To: Board of Education

From: Administration

Re: Policy D-18 — Physical Examination for Personnel (Revision Summary)

Date: 4/21/2026

Purpose of Review

This memo summarizes recommended updates to Policy D-18 to ensure alignment with current district practice, Utah administrative requirements, and applicable employment standards.

Key Findings

- The current policy (adopted 1983) requires **universal pre-employment physical examinations**, which:
 - are **not required under Utah law**,
 - are **not currently practiced by the District**, and
 - create potential legal risk.
- The policy **does not reflect current transportation requirements**, including:
 - CDL medical certification requirements, and
 - annual physical performance evaluations already conducted by the District.
- The policy contains **outdated and overbroad language** related to communicable diseases and lacks confidentiality protections for medical information.

Required Updates

1. Remove Universal Pre-Employment Physical Requirement

Replace with a standard allowing medical examinations only when:

- job-related and necessary, or
- required by law or safety regulations.

2. Add Transportation Requirements

Codify existing practice requiring:

- CDL medical certification (for applicable drivers), and
- annual physical performance evaluations aligned with state standards.

3. Update Health Condition Language

Replace “contagious disease” termination language with a standard based on:

- individualized assessment of health and safety risk.

4. Add Confidentiality Protections

Require that medical information:

- be maintained in confidential files, and
- be accessible only to authorized personnel.

Operational Considerations

- The District is **already compliant in practice** (transportation standards and no universal physicals).
- Policy revision is needed to **align written policy with current operations**.
- Clarifying standards will improve:
 - consistency in decision-making, and
 - defensibility of employment actions.

Adoption Recommendation

- **Adopt targeted revisions** to Policy D-18 (no full rewrite required).
- Maintain existing structure while updating:
 - required language (compliance items), and
 - transportation provisions.
- **Develop supporting administrative procedures** (recommended) to address:
 - evaluation processes,
 - documentation, and
 - implementation details.

Summary

Policy D-18 is **outdated and partially misaligned with both law and practice**.

The proposed revisions:

- eliminate unnecessary legal risk,
- reflect current district operations, and
- align with state transportation standards.

These updates are **straightforward, low-disruption, and recommended for adoption**.

Action Requested:

Approve revised Policy D-18 as presented.



Book	Policy Manual
Section	D - Personnel
Title	Professional Growth Leave
Code	D-40
Status	Active <u>Revised: First Read 4/21/26</u>
Adopted	December 16, 1982
Revised	

~~Each full-time regular employee shall be provided one (1) day leave each year for the purpose of professional growth. Full-time certificated employees, as defined by District employment classifications, may be granted up to one (1) day of professional growth leave annually, subject to administrative approval, alignment with District priorities, and operational needs. Professional growth leave shall be requested in advance and is subject to approval by the employee's immediate supervisor. Approval shall be based on alignment with District professional learning priorities, school or program needs, and operational considerations. Professional growth leave activities shall support the employee's professional responsibilities and align, where applicable, with District professional learning priorities and Utah State Board of Education professional learning standards established in Utah Administrative Rule R277-328.~~

GUIDELINES

1. It is expected that the employee will ~~engage in a professional learning activity that supports instructional improvement or job-related performance. Such activities may include visiting another school or program identified as effective that has been identified as a successful program or classroom in the respective discipline or grade level of the teacher, or other approved professional learning experiences relevant to the employee's assignment.~~
2. The ~~teacher-employee~~ shall submit a one-page summary of ~~his/her~~the employee's findings and analysis of ~~his/her visit to the Principal of his/her school, with a copy being placed in the permanent file of the teacher.~~the professional growth activity to the Principal or immediate supervisor. A copy of the summary shall be maintained in accordance with District personnel records retention policies.
3. The time of the leave shall be ~~a joint agreement between the employee and his/her immediate administrator, approved by the employee's immediate administrator based on school or department needs and staffing considerations.~~
4. This leave ~~is shall~~ not ~~to~~ be used for personal services.
5. This leave is not accumulative.