
Region III, Hwy 55 Title IX Consortium
Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into as of the _____ day of _____, 2022, by and between the District members, referred to as the 'District Parties', to form the Title IX Region III, Hwy 55 Consortium for the school year 2021-2022, ending approximately June 30, 2022, or when all complaints received prior to the last day of school in 2022 are fully processed, whichever comes earlier.

RECITALS

WHEREAS, the Title IX Region III, Hwy 55 Consortium maintains it is each District's responsibility to uphold their agreement and follow their local and state law.

WHEREAS, each District desires to work with consortium Districts to ensure qualified, trained, conflict free personnel are available to appropriately process allegations or complaints of sex based harassment in compliance with Title IX of the Educational Amendments of 1972 and its implementing regulations, including but not necessarily limited to: screening qualification for Title IX consideration, investigation activities, informal resolution activities, decision activities and appeal activities.

NOW, THEREFORE, it is understood and agreed between the District Parties as follows:

I. PURPOSE AND RESPONSIBILITIES

STATEMENT OF PURPOSE: The purpose of this Memorandum of Understanding ("MOU") is to assist member school Districts in collaboration of providing trained staff to appropriately process allegations or complaints of sex based harassment in compliance with Title IX of the Educational Amendments of 1972 and its implementing regulations in their respective districts.

DISTRICT RESPONSIBILITIES:

Each District is responsible for abiding by the agreements outlined in this MOU.

DISTRICTS AGREE TO:

1. Abide by all federal and state requirements related to Title IX, including 20 USC 1618 et seq. and 34 CFR 106.
2. Abide by the [Code of Ethics For Idaho Professional Educators](#)
3. Formally adopt & follow (by action of the School Board) the following ISBA recommended Title IX policies:
 - a. [Sexual Harassment, Discrimination and Retaliation Policy \(3085\)](#)

- b. [Title IX Sexual Harassment Grievance Procedure, Requirements, and Definitions 3085P](#)
 - c. [Notice of Investigation & Allegation Template 3085F1](#)
 - d. [Sexual Misconduct Reporting Form for Students 3085F2](#)
4. Ensure Title IX Coordinator(s) name, contact information, and District Title IX policy and procedure information is readily available on the District's website where all policy is made available, as required by federal and/or state law, to include:
- a. Non-discrimination policy
 - b. Name and all contact information of the Title IX Coordinator
 - c. Title IX Sexual Harassment Grievance Procedure
 - d. All materials used to train any Title IX personnel must be available on the District's website.
5. Fulfill all training requirements:
- a. Each District must have an identified Title IX Coordinator and ensure this District-employee is trained and available to serve as the District's Title IX Coordinator, as required by federal and/or state law and ISBA policy 3085.
 - b. Ensure at least one additional role is trained by the District, and available to the consortium. These additional roles include:
 - i. Investigator
 - i. Decision-maker
 - ii. Appellate Decision-maker
 - iii. Informal Resolution Officer
 - iv. Advisor of choice
 - c. Additional requirements of larger Districts are outlined in section II.2.
 - d. Role Requirements
 - i. Districts are responsible for ensuring adequate training (including ongoing requirements) for all Title IX roles associated with their responsibility in the consortium.
 - 1. 'Adequate Training' of team members is recognized as a minimum initial training of eight hours.
 - 2. 'Ongoing Training' of team members is recognized as two to four hours per year.
 - ii. Title IX Consortium members will have, at a minimum, training that complies with 34 CFR 106.45 (b)(1)(iii):
 - 1. More specifically, all consortium members that will serve as a investigator, decision-makers, appellate decision maker, or a facilitator of an informal resolution process, will receive training on:
 - 1. The definition of sexual harassment in § 106.30;
 - 2. The definition of education program or activity;
 - 3. How to conduct an investigation and grievance processes; and
 - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

In addition:

1. Any person who serves as a decision maker must receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.
 2. Any person who serves as an investigator must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
- iii. The Coordinator of the grievance district is ultimately responsible to ensure Title IX requirements and local district policy is followed throughout the process. Additionally, the local Title IX Coordinator is responsible for determining what, if anything, is to be acted upon when receiving the report and recommendations from the Title IX Investigator.

II. District Size

This MOU recognizes differences in District responsibility pertaining to varying District size. The objective of addressing District size is to identify (a) increased odds of experiencing a Title IX complaint and (b) additional staffing not generally available to smaller Districts.

1. **1A, 2A and 3A Districts** are required to employ (1) a trained Title IX Coordinator for their District and (2) at least one additional Title IX staff member, to participate in the regional consortium, who is trained in one of the following areas:
 - a. Investigator
 - b. Decision Maker
 - c. Appellate Decision Maker
 - d. Informal Resolution Officer
2. **4A and 5A Districts** are required to train and employ staff to fulfill a complete and independent Title IX investigation team. Districts of 4A and 5A size may request support from the Consortium in the event that:
 - a. There are two (2) active investigations in their District, and/or
 - b. The circumstances of the investigation include significant conflict of interest for the district staff involved in the investigation.

III. Reimbursement Structure

Districts agree that there shall be no travel or stipend/honorarium compensation.

IV. Requesting & Utilizing Consortium Services

1. In all cases, when a district can handle a Title IX matter internally without conflict or bias, it will.

- a. All Investigator roles are to be handled internally regardless of Consortium engagement.
2. It is agreed amongst the District Parties to only engage the Consortium at a qualifying point of external Decision Maker.
3. It is the responsibility of the district Title IX Coordinator to determine if the grievance will require external Decision Making judgment as appropriately necessary.
4. Upon determination of violation, it is the responsibility of the Decision Maker(s) to seek advice on district appropriate identification of sanctions and its related remedies with the Title XI Coordinator of the grievance district.
5. It is the responsibility of the Decision Maker(s) to formally document and distribute the outcome letter of finding with its sanctions and remedies to all involved parties.
6. It is the responsibility of the Title IX Coordinator to ensure the sanctions are upheld.
7. The Superintendents of the District Parties agree to restrict their involvement in any grievance with potential for engagement with the Consortium Districts to Appellate Decision Maker only. In the event of a Superintendent participating at any point in a complaint, the grievance district will assume provision of an alternative, fully trained, Appellate Decision maker.
8. Grievances filed prior to the end of the last calendared student day of school will be considered to be a grievance addressed under the 2021-2022 school year Consortium Agreement. Grievances received after the last calendared student day of school (for the district in which it is received) will be considered to be a grievance to be addressed under the following 2022-2023 school year Consortium Agreement and its accompanying agreement conditions.
9. **Notification System**

District Parties will agree to a notification system which clearly marks and announces the start date of the grievance proceedings, the presiding Title IX Coordinator with contact information, the initial grievance filing information and an 'official' request for support.

- a. The local Title IX Coordinator will notify their Superintendent of the necessity for Consortium engagement Decision Maker(s), who will communicate directly with the Consortium Superintendents through phone call or email.
- b. Upon receipt of notification, Region III, Hwy 55 Consortium District Party members will be expected to **respond to requests within 2 business days.**

V. Documentation

1. The Title IX Consortium Districts acknowledge and agree that the District Parties are providing institutional services or support for students/employees and that the Services are under the direct control of the student's/employee's District with respect to the use and maintenance of Data Files in connection with these Services. Data Files, including without limitation, any student data, employee data, meta data, user content or other non-public information, or personally identifiable information contained within the Data Files.

- a. OWNERSHIP The Title IX Consortium additionally acknowledges and agrees that at no point in time is the Title IX Consortium the owner of the Data Files. Ownership rights are maintained by the student's/employee's home District and the home District reserves the right to request the prompt return of any portion of the Data Files or all Data Files at any time for any reason.
 - b. USE AND DISCLOSURE The Title IX Consortium further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of the Data Files.
 - c. Districts shall disclose to potential grievance filings that outside third parties can be included in the proceedings and will be bound to the home District's confidentiality policies.
 - d. INFORMATION ACCESS Each Title IX Consortium District agrees that only authorized employees of each District directly involved in delivering the Services, or other district staff with a documentable need to know, shall have access to the Data Files, including without limitation, any student data, employee data, meta data, user content or other non-public information, and personally identifiable information contained in the Data Files and that District and its employees shall protect the confidentiality of the Data Files in such a way that parties other than officials of the Title IX Consortium and their authorized agents cannot identify any students or employees.
2. PRIVACY The Title IX Consortium Districts acknowledge and agree that this Agreement includes the purpose of sharing Data Files between the Parties in a manner consistent with FERPA and the Idaho student data law. The Data Files will be used by the Title IX Consortium and its relevant District employees to populate data only for the purpose of delivering these Services. The ability to access or maintain Data Files under this Agreement shall not under any circumstances transfer from the Title IX Consortium to the Idaho Rural Education Association or to any other party.
- a. For the purpose of the Family Educational Rights and Privacy Act and Section §33-133, Idaho Code, the parties agree that the participating Consortium District has a legitimate educational interest for the purposes of the operation of the school, substantiating justification for educational records disclosure by the requesting Consortium District.
 - b. The Consortium Districts agree that student data, including but not limited to Personally Identifiable Information, as defined by the Family Education Right to Privacy Act ("FERPA") (20 U.S.C. § 1232g) and Idaho's Student Data Accessibility and Accountability Act of 2014 ("Data Accountability Act") is confidential and cannot be disclosed to any third party without the written consent of the student's parent or guardian, unless otherwise authorized by FERPA and Idaho's Data Accountability Act. All Consortium Districts understand and agree that access to student data shall be restricted to authorized personnel only who are required to access the data in order to properly perform their job duties under this Agreement.

- c. The Consortium Districts agree that there will be no secondary use of this information or data.
3. SECURITY Each District in the Title IX Consortium certifies that it will adhere to, implement and maintain appropriate security procedures and practices necessary to protect personal information and student record information from unauthorized access, destruction, use, modification, disclosure, or loss. Each District in the Title IX Consortium also represents and warrants that if the Data Files are to be stored on a laptop or other mobile electronic device, that such electronic devices are password protected. The policies of the hosting District will be adhered to by the grievance Investigator and monitored by the hosting District's Title IX Coordinator.

VI. Liability and Indemnification

1. Individuals who are providing services to a Consortium Member District who has received a complaint or allegation of violation of Title IX shall be deemed to be serving as agents for the Consortium Member District who has received the complaint at issue.
2. The individuals who are providing services to a Consortium Member District who has received a complaint shall not bear any personal liability associated with the services provided pursuant to this MOU and shall be held harmless and indemnified for any such liability to the extent provided in the Idaho Tort Claims Act. For the purposes of liability and insurance coverage considerations they shall be deemed agents of the Consortium Member District who has received the complaint at issue.
3. For the purpose of provision of services provided pursuant to this MOU, the home employer District of an individual providing services for a Consortium Member District for whom the investigation is being conducted shall not bear any liability associated with services provided pursuant to this MOU and shall be held harmless and indemnified for any such liability to the extent provided by the Idaho Tort Claims Act. For the purposes of liability and insurance coverage considerations, the home District's employee is deemed an agent of the Consortium Member District.
4. Any individual who is performing services for a Consortium Member District who is not otherwise an Administrative Agent for the Consortium Member District that has received the subject complaint does not have the authority to enter into contracts or agreements or otherwise bind the Consortium Member District.
 - a. All contracts or agreements shall be entered or executed jointly by all parties.
 - b. An individual performing services for a Consortium Member District is not otherwise an Administrative Agent for the Consortium Member District that has received the subject complaint cannot finalize any resolution to a Title IX Complaint but rather will present the recommended resolution to the Coordinator at the host District for final resolution submission.
 - c. The procedures set forth in this MOU are intended for the sole use and benefit of the Districts participating in the Title IX Consortium. No third

party or other State entity may rely on these procedures. Any failure by the District Parties or the Title IX Consortium to follow any or all of these procedures, or any future amendment or modification of these procedures, shall not establish any liability of the District Parties or the Idaho Rural Education Association to any third party or other entity of the State of Idaho.

5. **LIMITATIONS** This MOU does not create or give the Title IX Consortium or the District Parties any powers that they would otherwise not have. Rather, this MOU is to provide for the exercise of existing powers so as to achieve a more efficient operation of government. For this reason, this MOU sets forth the understanding of the District Parties in achieving a common purpose, and is not intended to provide a basis for legal action upon breach of any of its provisions.
6. **INFORMAL DISPUTE RESOLUTION** Except for the right of any District Party to apply to a court of competent jurisdiction for a temporary restraining order or preliminary injunction to preserve the status quo or to prevent irreparable harm, the parties agree to attempt, in good faith, to resolve through informal dispute resolution methods any dispute arising under this MOU.
7. **ASSIGNMENT** The District Parties respective obligations and duties as set forth herein are to be performed by the District Parties and may not be assigned or subcontracted by any District Party without the written consent of all District Parties in the Title IX Consortium.

VII. EFFECTIVE DATE AND TERMINATION

This MOU is effective upon signature of the District Parties. Any District Party may terminate their involvement in this MOU at any time, *preferably when not currently involved in a grievance proceeding*, with or without cause, upon written notice to the other District Parties specifying the date of termination. Upon termination, the District Parties shall: (i) promptly return to the other District Parties any property provided by another District Party pursuant to this MOU; and, (ii) make available to the other District Parties all data, reports, estimates, summaries and such other information and materials as may have been accumulated in performing this MOU, whether completed or in process. Notwithstanding termination, the District Parties shall remain obligated as otherwise set forth in this MOU to the extent of costs or obligations incurred pursuant to the Agreement prior to the termination.

VIII. AUTHORIZATION

The signatories must be the executive officer of the District and agree to strive to reach, to the best of his/her ability, the terms and provisions as stated in this MOU. By signing this MOU, the executive officer indicates the desire to participate in the Title IX Consortium.

Districts may be added to this agreement on an ongoing basis as it relates to the current school 2021-2022 school year.

Consortium Districts agree to sign and return this MOU indicating compliance with Federal Title IX requirements including district policy updates, web posting requirements and general agreement with the responsibilities outlined in this MOU. Form must be signed within four weeks of April 13, 2022.

District Name:	
Executive Officer:	