

In the Matter of: )  
 )  
Coy Mathis )  
by and through Kathryn and Jeremy Mathis, )  
CHARGING PARTY )  
 )  
v. )  
 )  
Fountain-Fort Carson School District Eight )  
RESPONDENT )

CONCILIATION AGREEMENT

CCRD Charge No. P20130034X

I. STATEMENT OF PRINCIPLES:

- A. Whereas the Charging Party has filed a charge with the Colorado Civil Rights Division (“the Division”) in which she alleges that on or about December 10, 2012, the above-named Respondent engaged in discriminatory practices by denying her equal enjoyment of gender-segregated bathrooms based on her sex and transgender status.
- B. Whereas the Respondent has denied the Charging Party’s allegations and has asserted that it has not engaged in any discriminatory practices or violation of law.
- C. Whereas the Respondent wishes to confirm its ongoing commitment to provide equal accommodations in compliance with the Colorado Anti-discrimination Act, C.R.S., 24-34-601 et seq., as re-enacted (“Public Accommodations Act”), the Respondent hereby agrees with the Division to establish or continue specific practices or procedures of affirmative action set forth below to better assure that such practices and procedures of the Respondent afford all individuals equal opportunities to use the Respondent’s sex- or gender-segregated facilities.
- D. Whereas the Respondent acknowledges that the Charging Party has not waived the right to assert any current, past, or future claims against the Respondent.
- E. Whereas it is understood between the parties that the signing of this Agreement does not constitute an admission by the Respondent of any violation of the Public Accommodations Act. To the contrary, the Respondent expressly denies any violation of the law, and affirmatively states that it is entering into this Agreement to confirm its ongoing commitment to providing equal accommodations to the students in compliance with the Colorado Anti-Discrimination Act. This Agreement reflects the Respondent’s desire to take the affirmative action agreed upon below to confirm its ongoing commitment to assure that its bathrooms and other facilities are equally available to all persons.

- F. The specific conditions set forth in this Agreement are appropriate to the objective of providing full and equal access and enjoyment of its goods, services, facilities, and advantages of its places of public accommodation.
- G. The Respondent agrees that the Division may review compliance with this Agreement for a period of one year following execution hereof. As a part of such review, the Division may inspect the premises, examine witnesses, and request copies of the following documents:
  - 1. All documentation in reference to complaints or requests from individuals regarding full and equal access and enjoyment of its goods, services, facilities, and advantages of its places of public accommodation.
  - 2. All documentation related to the Respondent's policies, practices, and procedures, including, but not limited to, internal memoranda, Board minutes, and training materials.

## II. REMEDY AND RELIEF:

- A. The terms specified hereafter in §§ II-B and II-C shall apply to all existing schools within the Fountain-Fort Carson School District Eight, which includes Eagleside Elementary School.
- B. The Respondent will implement a comprehensive written statement, which shall become Exhibit AC-E-3 to existing Board Policy AC, Nondiscrimination/Equal Opportunity, that is acceptable to the Division and which clearly delineates its policy to grant access to transgender students the use of sex- or gender-segregated facilities that are consistent with their gender identity, without exception. The policy exhibit will supersede any provisions of prior or existing policies which conflict with the new policy exhibit. The Division shall be provided with an opportunity to review and approve or disapprove of the written policy exhibit. The Division's approval shall not be unreasonably withheld. If the Respondent wishes to maintain gender-neutral facilities as an alternative, it may do so, but regardless may not deny access to a transgender student who wishes to use a sex- or gender-specific facility consistent with his or her gender identity. The written policy exhibit shall be completed contemporaneously with the Agreement.
- C. The Respondent shall incorporate transgender training into the appropriate curriculum for students in grades 6 through 12, and will train all District employees. The Respondent is responsible for bearing all costs related to the training and is also responsible for locating, securing, and scheduling a trainer and program that complies with the terms of this agreement. The Division will approve the District's training plan prior to this Agreement being finalized. The Division shall be provided with an opportunity to review and approve or disapprove of the transgender training, trainer,

and substance of the training. The Division's approval shall not be unreasonably withheld. Staff training shall be completed in August/September 2014 and student training will be completed throughout the school year, depending on the specific grade level and curriculum.

### III. ENFORCEMENT

- A. The Respondent agrees to provide written notice to the Director of the Division within 30 days of satisfying each obligation specified in § II of this Agreement, unless otherwise expressly provided elsewhere in this agreement.
- B. The Parties hereby agree that this Agreement may be executed in counterparts, including, but not limited to separate and distinct signature pages and will be effective upon execution by all Parties. Each counterpart shall be considered an original and all of which shall constitute one and the same document.
- C. If differences arise between the parties regarding the interpretation of, implementation of, or Respondent's compliance with this Agreement, the parties shall first attempt to resolve such differences between themselves before seeking Court intervention.
- D. The Parties expressly agree that Colorado Law shall govern any alleged breach of this Agreement, or any dispute or conflict concerning this Agreement or any related matter.
- E. Subject to performance by the Respondent of the promises and representations contained in this Agreement, the Division agrees not to further pursue the aforementioned charge.
- F. This Agreement becomes effective on the date that the Director's signature is affixed hereto.

SIGNATURE PAGE FOLLOWS

I CONCUR with the above agreement

Respondent:

Cheryl Serrano  
Signature of Respondent

2-26-14  
Date

Name: Cheryl Serrano

Title: Superintendent of Schools

Charging Party:

[Signature]  
Signature of Charging Party

2-27-14  
Date

Name: Kathryn Mathis

Recommended by:

Penny Pearson  
Penny Pearson, Conciliator

2-27-2014  
Date

On behalf of the Colorado Civil Rights Division:

[Signature]  
Steven Chavez, Director

2-27-2014  
Date

## Support of Transgender Students

Colorado law and District Policy AC require that all programs, activities, and employment practices be free from discrimination based on sex or sexual orientation, including transgender status. This exhibit is issued to facilitate compliance with local, state, and federal laws concerning discrimination and in keeping with the district's mandates to provide a safe learning environment for all students and to ensure that every student has equal access to all school programs and activities. This exhibit sets a protocol for schools and district staff to address the needs of students who are transgender and clarify how to protect the rights and safety of all students, including transgender students.

The goal of this exhibit is to ensure the safety, comfort, and healthy development of all students while maximizing social integration and minimizing stigmatization of transgender students. Although we cannot anticipate every situation that may occur with respect to students who are transgender, the needs of every student must be addressed in each situation.

Policy AC and this exhibit cover conduct that takes place in schools, on school property, at school-sponsored functions and activities, on school buses or vehicles, and at school bus stops. In addition, it refers to the use of electronic technology and electronic communication on district-owned devices, networks, forums and mailing lists.

The below definitions are provided to clarify the terminology used in this exhibit and assist in understanding the legal obligations of District staff. They are not intended to label students who may or may not use these terms to describe themselves.

“Gender identity” is a person’s deeply held sense or psychological knowledge of their own gender, regardless of the biological sex at birth. Transgender individuals’ gender identity differs from their biological sex.

“Gender expression” describes the manner in which people represent or express their gender to others, commonly through behavior, clothing, hairstyles, activities, voice, or mannerisms.

“Transgender” describes people whose gender identity or expression is different from the biological sex assigned to them at birth. Other terms that can have similar meaning are “transsexual” and “trans”.

“Transition” is the process by which a person changes his or her gender expression to better reflect their gender identity. In general, presenting themselves to others in a manner consistent with their gender identity. This may include using a nickname and/or choosing clothes and hairstyles that reflect their gender identity.

## Areas of Support:

1. All students have a right to privacy, including the right to keep one's transgender status private at school. School personnel should not disclose medical or other information that may reveal a student's transgender status unless legally required to do so or unless the student has authorized such disclosure.
2. When a student undergoes a gender transition during the school year, issues of privacy become much more difficult to manage. In all cases, staff must meet with the transitioning student and consider the health, well-being, and safety of all students when supporting the transitioning student.
  - a. School administrators are directed to work with parents of elementary age students to identify the appropriate steps to support their student.
  - b. School administrators will work directly with secondary students to assess the degree, if any, that the parent(s) will be involved in the process.In addition, the school will include educators who interact directly with the student when developing the transition plan.
3. Every student has the right to be addressed by the name and pronoun that corresponds to the student's gender identity. A court-ordered name or gender change is not required, and official records need not be changed.
4. The student's preferred name and/or gender may be used on school records and documents which do not require use of the student's legal name and gender.
5. A student's official record shall be changed to reflect a change in name and/or gender upon receipt of documentation that such change was made pursuant to a court order, or through amendment of state or federally-issued identification.
6. Transgender students shall have access to the restroom and other facilities that corresponds to their gender identity consistently asserted at school. Students who desire more privacy may use a restroom stall or a gender neutral restroom that is accessible to students of all genders, regardless of the underlying reason. The use of a gender neutral restroom shall be a matter of choice. However, no student shall be required to use such a bathroom or facility because they are transgender.
7. Students who are transgender have the right to dress in a manner consistent with their gender identity consistently asserted at school and in compliance with the district and school dress code. The dress code may not be enforced more strictly against transgender students than other students.

This policy exhibit will supersede any provisions of prior or existing policies which conflict with this new policy.

To ensure a respectful school environment, Policy AC, Nondiscrimination/Equal Opportunity, and this exhibit AC-E-3, will be provided to all district departments and schools and will be available on the District website. The policy, exhibits, and complaint process shall be referenced in student handbooks.

Adopted: February 26, 2014

Fountain-Fort Carson School District #8, Fountain, Colorado