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Gwinnett County Public Schools

School Resource Officers
December 2025

GWINNETT COUNTY PUBLIC SCHOOLS

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About Us

OUR MISSION

To provide the best Care and Support for our clients, Community Partners, employees, contractors, collaborators, vendors, and all others who encounter our company.

GOAL

To assist schools and districts in providing a safe and healthy learning and working environment for students, faculty and staff.

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BEFORE WE GET STARTED...

- Not legal advice
- Materials
- Questions
- Repetition
- Breaks
- Posting link
- No recording

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Training Agenda

01 The What, Who, Where, & When of Title IX

02 The Title IX Process

03 Collaboration

04 Questions

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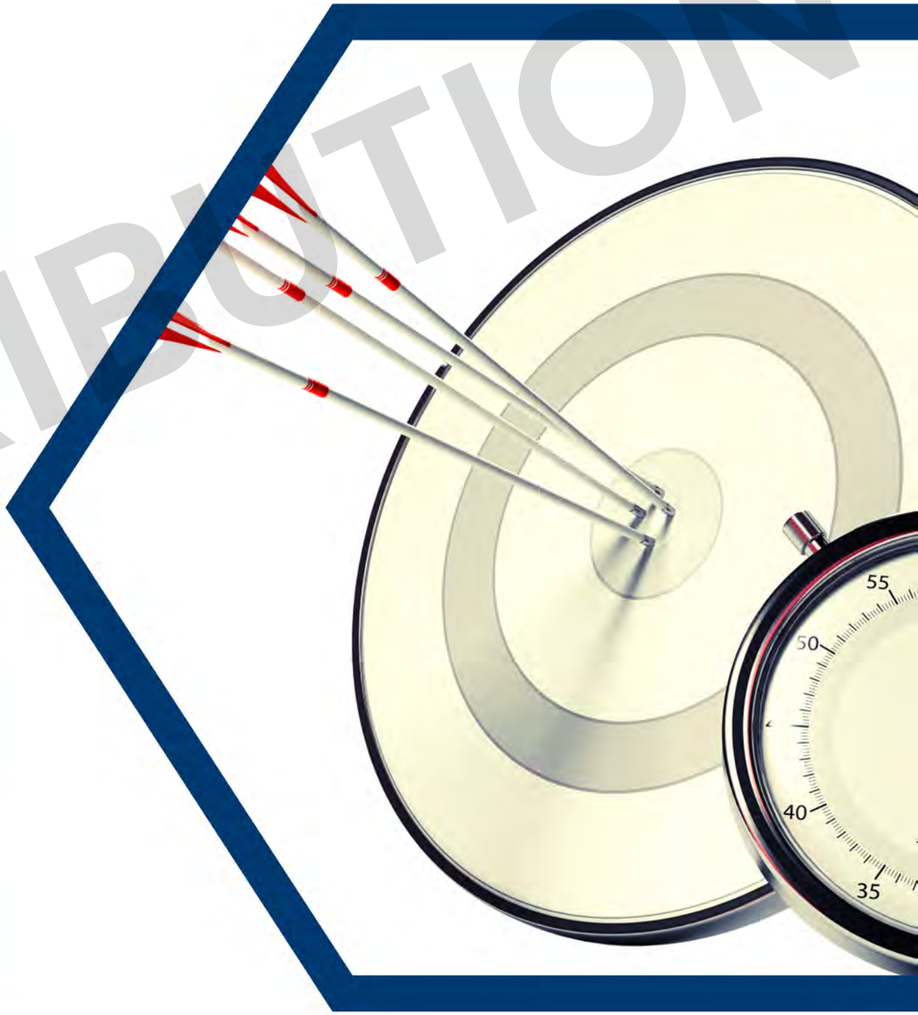
TRAINING OBJECTIVES

- Understand the role and scope of the Title IX Coordinator and Designees
- Learn best practices for your role
- Explain the grievance process you will oversee
- Understand your role as the leader of a Title IX Team
- Learn the current Title IX litigation landscape



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The "What"

The "Where"

The "Who"

The "When"

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The “What”

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What is Title IX?

"No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

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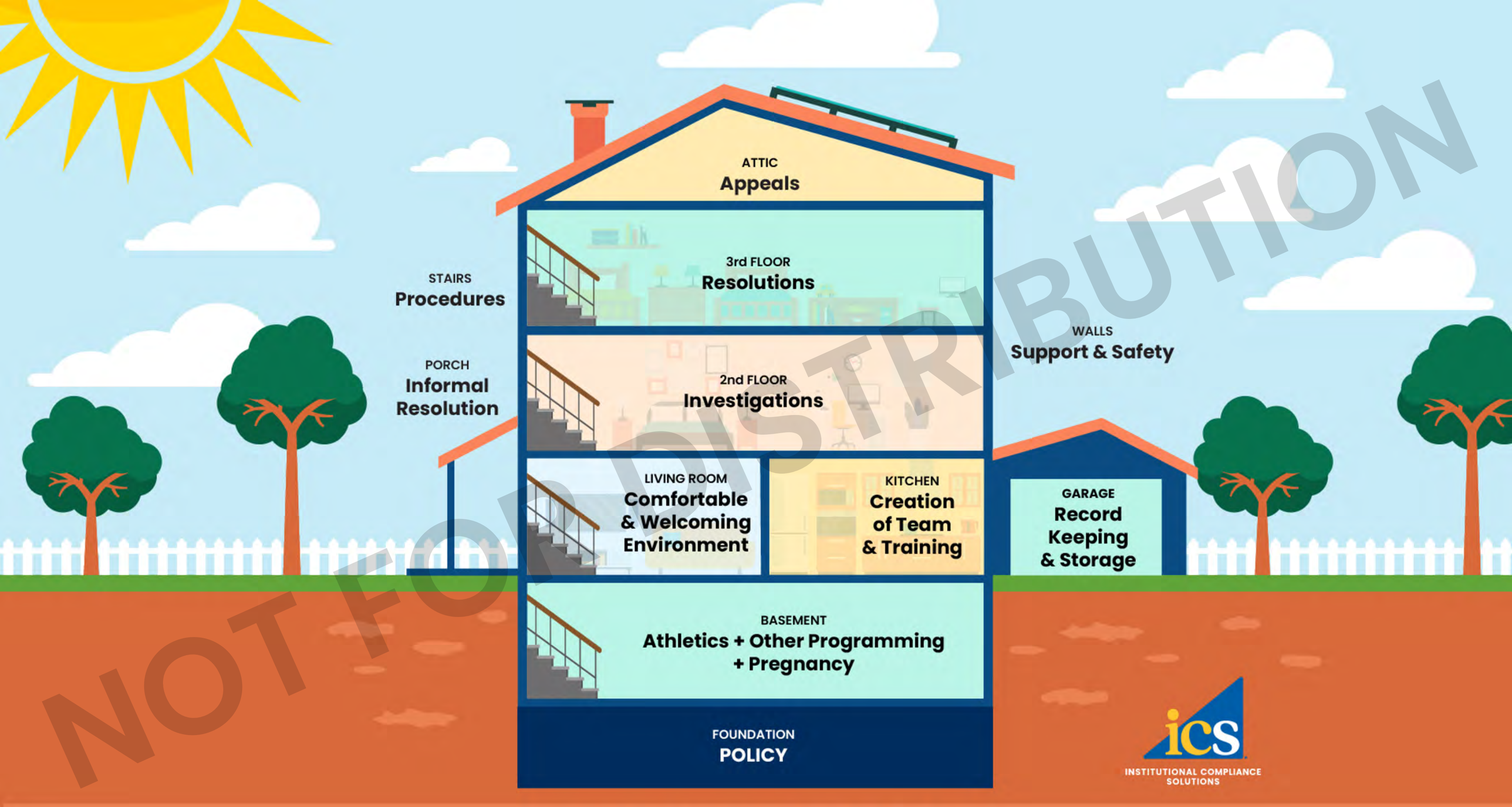

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WHAT IS HAPPENING?!

2025

Executive Orders

Litigation

Supreme Court

State Laws

Administrative Action

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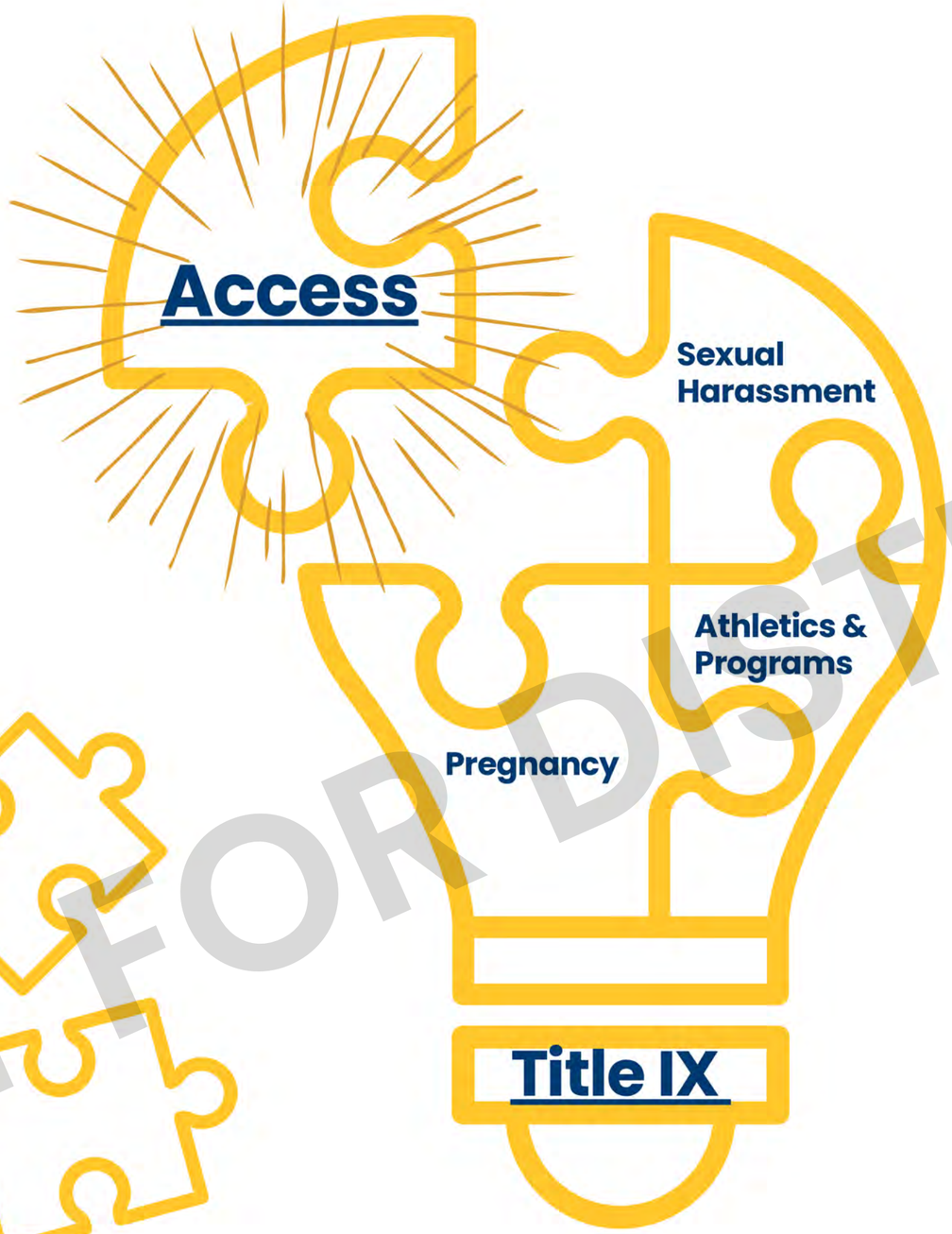

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Today's Focus

- Sexual Harassment Due Process
- Formal Procedures & prescriptive process
  - Including formality in the "informal"
- Narrow definitions
- The importance of location

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Language Matters

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2020 Sexual Harassment

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Quid Pro Quo

1. An employee of the school
2. Conditioning the provision of an aid, benefit, or service of the recipient
3. On an individual's participation in unwelcome sexual conduct

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Bucket 1 Example:

Amber has coached basketball at the middle school for years. She has applied for the job at the high school. Following her interview, the high school athletic director invites her to his office. He hugs her, grabs her butt, and tells her that she is sure to get the job and his door is always open...

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Hostile Environment Harassment

Unwelcome conduct determined by a reasonable person to be so severe, pervasive AND objectively offensive that it effectively denies a person equal access to the recipient's education program or activity

1. **Severe** - can be non verbal through sexual assault (touching/fondling)
2. **Pervasive** - how often and how widespread
3. **Objectively Offensive** - behavior that would be offensive to a reasonable person under the circumstances

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Bucket 2 Example:

Lucy makes comments every day for two weeks about Jenny's body- some in writing and some verbally- examples:

- "look at your boobs"
- "those jeans look great on your butt"
- "I wish I could hit that"
- makes sexual noises when she passes in the hallway

Lucy is uncomfortable and has started skipping school to avoid Jenny.

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FACT SPECIFIC INQUIRY TO HELP DETERMINE HOSTILE ENVIRONMENT

*Note- this is derived from the 2024 regulations but is still helpful and appropriate for 2020

- The degree to which the conduct affected the complainant's ability to access the school's education program or activity
- The type, frequency, and duration of the conduct
- The parties' ages, roles within the school's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct
- The location of the conduct and the context in which the conduct occurred
- Other sexual harassment in the school's education program or activity

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Specific Offenses

Specific Offenses

1. **Sexual Assault**
   a. Rape
   b. Fondling
   c. Incest
   d. Statutory Rape
2. **Dating Violence**
3. **Domestic Violence**
4. **Stalking**

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Sexual Assault Definitions

Rape: The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.

Fondling: The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.

Incest: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

Statutory Rape: Sexual intercourse with a person who is under the statutory age of consent.

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Bucket 3 Sexual Assault Examples:

Rape: Thomas pulls down James pants in the locker room and puts a pen in James' rectum.

Fondling: Laura grabs Phil's genitals over his shorts and squeezes while making a sexual comment.

Incest: Ms. Jones has been sleeping with her nephew, a 17 year old student. Some of the behaviors occurred in her classroom.

Statutory Rape: Adam, an 18 year old senior, is caught in a sexual act with Dina, a 7th grade student.

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Dating Violence:

Violence committed by a person:

- Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**

- Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  1. Length of relationship
  2. Type of relationship
  3. Frequency of interaction between the persons involved in the relationship

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Bucket 3 Dating Violence Example:

Aria and Blake were in a dating relationship for about 6 months. After they broke up, Aria slammed Blake against a locker.

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DOMESTIC VIOLENCE

A FELONY OR MISDEMEANOR <u>CRIME OF VIOLENCE</u> COMMITTED BY A:

- Current or former spouse or intimate partner of the victim.
- Person with whom the victim shares a child in common.
- Person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner.
- Person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred or any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

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Bucket 3 Domestic Violence Example:

Mr. Smith and Mr. Adams live together and are in a romantic relationship. One day after school, Mr. Adams sees Mr. Smith flirting with another teacher in the hallway. After school, Mr. Adams goes to Mr. Smith's room yelling excessively. Mr. Adams flips Mr. Smith's desk and kicks him. Then leaves the school leaving Mr. Smith without a ride home.

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Stalking:

Engaging in a course of conduct 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

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Bucket 3 Stalking Example:

Landry leaves notes in Lindsay's locker (after breaking into it) professing his love for her. He sits one table over from her at lunch every day. Landry calls her phone at all hours (during and after school) from multiple numbers. Landry doesn't have a car but he stands in the parking spot assigned to Lindsay every morning. She ignores him, but feels anxious.

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2020 SEXUAL HARASSMENT

Conduct on the basis of sex that satisfies one or more of the following

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive AND objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- "Sexual Assault," "Dating Violence," "Domestic Violence" or "Stalking" as defined in the Clery Act.

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The “Who”

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CONDUCT THAT INVOLVES

- STUDENT ON STUDENT
- STUDENT ON EMPLOYEE
- EMPLOYEE ON STUDENT
- EMPLOYEE ON EMPLOYEE

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"Parties" in Title IX Matter

2020

COMPLAINANT

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

RESPONDENT

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

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School and/or Coordinator are NOT a PARTY (Complainant) even if the matter is signed by the Title IX Coordinator

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The “When”

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THERE IS NO STATUTE OF LIMITATIONS...

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The “Where”

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Jurisdiction 2020

Education Program or Activity

Locations, events, or circumstances (operations) over which the school or district exercised substantial control over both the respondent AND the context in which the sexual harassment occurs.

Includes online sexual harassment but it must be analyzed to determine if it occurs in education program or activity.

Does not create or apply a geographic test, does not draw a line between "off campus/property" and "on campus/property," & does not create a distinction between sexual harassment occurring in person vs online.

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The Big Question Is

Does the District have control?

- Control over the location/event
- Control over the Respondent (employee or student)

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3 BUCKETS

+

CONTROL OVER RESPONDENT

+

CONTROL OVER LOCATION / EVENT

=

TITLE IX

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PERFECTING THE ART OF THE HIGH KICK

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RESPONSE TO REPORTED CONDUCT

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WHO?

Who MUST report?
-ALL Employees
Who Can report?
-Anyone

WHAT?

What should be reported?
-Sexual behavior, comments or touching

WHERE / HOW?

Where/How does someone report?
-Online form
-In person
-Via email?

WHEN?

When should someone report?
-As soon as possible

WHY?

Why do they report?
-It's the right thing to do
-It's required by law

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Evaluation & Triage

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SAFETY AND SUPPORT FIRST -- ALWAYS

Regardless of whether Title IX or Not...
If it makes it to you, evaluate for safety and supportive needs IMMEDIATELY.

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SUPPORTIVE MEASURES:

Individualized measures offered, as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

- Restore or preserve that party's access to the recipient's (school's) education program or activity, including measures that are designed to protect the safety of the parties or the recipient's (school's) educational environment; OR
- Provide support during the recipient's (school's) grievance procedures, or during the informal resolution process.

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SUPPORTIVE MEASURES MAY INCLUDE

but are not limited to:

- COUNSELING
- **RESTRICTIONS ON CONTACT APPLIED TO ONE OR MORE PARTIES***
- EXTENSION OF DEADLINES AND OTHER COURSE RELATED ADJUSTMENTS
- LEAVES OF ABSENCE
- CHANGE IN EXTRACURRICULAR OR OTHER ACTIVITY
- CAMPUS ESCORT SERVICES
- CHANGE IN CLASS WORK
- TRAINING AND EDUCATION PROGRAMS RELATED TO SEX-BASED HARASSMENT
- INCREASED SECURITY AND MONITORING OF CERTAIN AREAS
- CHANGE IN HOUSING (IF APPLICABLE)

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SUPPORTIVE MEASURES CONTINUED

MAY	MAY NOT	MUST	MUST NOT
Be terminated or modified at the conclusion of grievance procedures or informal resolution.	Unreasonably burden a party.	Be designed to protect the safety of the parties or educational environment or to provide support.	Impose supportive measures for punitive or disciplinary purposes.
Continue at the conclusion of grievance procedures or informal resolution.		Provide the opportunity to seek additional modifications of supportive measures if the circumstances materially change.	Disclose information about supportive measures to individuals other than to whom they apply unless necessary to provide the supportive measure or restore or preserve access.
		Consult with IEP or 504 team in the implementation of supportive measures in K-12 if applicable.	

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Questions Coordinator asks upon receipt of report:

On its face, if the allegation is TRUE, does it:

1. Fit within a bucket
2. Do we have control
   a.) Is Respondent a student or employee or attempting to be one?
   b.) Did the behavior occur on our property or at a school related event?
   c.) Did the event occur in the U.S.?

Evaluate the initial information you have

Do not make assumptions

Do not make judgments as to credibility or trustworthiness

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Report / Notice Received

Title IX

Meet with Complainant & Guardian

- Support
- Discuss Process
- E

Unclear

Meet with Complainant / Guardian to gather more information

Not Title IX

High kick to appropriate process

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Prior to Initial Meeting with Complainant

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Prior To Initial Meeting

If the parties are students, Guardians - (both Complainant and Respondent) should be <u>NOTIFIED</u>

<u>Connection</u> made with Title IX Coordinator or explanation provided as to why it is being evaluated under Title IX

Initial/urgent supportive measures and safety plans in place

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During Initial Meeting with Complainant

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During Meeting:

- For students, guardians included in the meeting--or, depending on the age, it may ONLY be with guardians
- Build Rapport
- Explain your role
- Explain Title IX and how it compares to other student or employee processes
- Discuss additional supportive measures
- Allow time to make decisions

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OTHER CONSIDERATIONS

- **Where is the meeting happening?**
  -Virtual, in person, phone
- **When will it occur? - convenience**

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Formal Complaint

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Report / Notice Received

Title IX

Meet with Complainant & Guardian

- Support
- Discuss Process
- Explain Options

No Formal

Com

Unclear

Meet with Complainant / Guardian
to gather more information

Not Title IX

High kick to appropriate process

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Formal Complaint: *Document (Written)*

- Alleging Sexual Harassment
- Requesting investigation
- Signed by:
  - Complainant/Guardian or Title IX Coordinator

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A Few Notes About Formal Complaints:

- ELECTRONIC SIGNATURE IS OKAY
- BE FLEXIBLE, FORM NOT REQUIRED
- ALL DETAILS NOT REQUIRED

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Report / Notice Received

Title IX

Meet with Complainant & Guardian
- Support
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- Explain Options

No Formal Complaint
- Supportive Measures Only

Formal Complaint
- Signed by Complainant / Guardian or Cu

Unclear

Meet with Complainant / Guardian to gather more information

Not Title IX

High kick to appropriate process

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Dismissal of a Formal Complaint

Mandatory/MUST Dismiss (High Kick Optional)

- Doesn't fit in a bucket
- Don't have control of location (not in school's education program or activity)
- Didn't happen in U.S.

Permissive/MAY Dismiss (Supportive Measures ONLY).

***Use caution with permissive**

- Complainant notifies Coordinator IN WRITING that they want to withdraw the Formal Complaint or allegations within it
- Respondent no longer employed by school
- Specific circumstances prevent the school from gathering evidence sufficient to reach a determination

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After Dismissal of a Formal Complaint

- MUST promptly sent written notice of dismissal and reason for dismissal to BOTH parties

- BOTH parties receive opportunity to appeal dismissal of a formal complaint

***more information on appeals in the appeals section of the training**

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GIANT REMINDER!!!

No Investigation before or without a Formal Complaint

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Notice of Allegations

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Report / Notice Received

Title IX

Meet with Complainant & Guardian
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- Explain Options

No Formal Complaint
- Supportive Measures Only

Formal Complaint
- Signed by Complainant / Guardian or Coordinator

Unclear

Meet with Complainant / Guardian to gather more information

Not Title IX

High kick to appropriate process

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When: After FORMAL COMPLAINT & with sufficient time to prepare for any interview

What is Included:

- Notice of the school's grievance process
- Notice of the allegations of sexual harassment

- Sufficient details
  - Identities of the parties
  - Conduct that occurred
  - Date
  - Location

- Respondent is presumed not responsible
- Determination is made at the end of the grievance process

- Opportunity to have an advisor of choice (may be an attorney)
- Parties will have opportunity to inspect and review evidence
- Code of Conduct provisions related to false statements or false information

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WHO ARE ADVISORS?

ANYONE

- ATTORNEY
- PARENT
- WITNESS---MOST CHALLENGING---NOT PROHIBITED. NOT RECOMMENDED.

What is their purpose?

- Support
- Understanding
- Extra ears
- Should be copied on written correspondence and permitted to attend all meetings
- Potted plant

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Investigation

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Report / Notice Received

Title IX

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No Formal Complaint
- Supportive Measures Only

Formal Complaint
- Signed by Complainant / Guardian or Coordinator

Unclear

Meet with Complainant / Guardian to gather more information

Not Title IX

High kick to appropriate process

Notice of Allegations

Investigation
- Interview Parties / Witnesses
- Gather Evidence

Informal Resolution

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Important Notes for Investigations:

- **Burdens**
  - **Burden of gathering evidence on School – NOT the parties**
  - **Burden/Standard of Proof Preponderance of the Evidence (more likely than not) or Clear and Convincing Evidence**

- **May NOT** access, consider, disclose or use party's treatment records unless School obtains voluntary WRITTEN consent
- **MUST** provide equal opportunity for parties to:
  - Present witnesses (fact or expert--does not say character)
  - Gather and present relevant evidence
- **May NOT** restrict the ability of the parties to discuss the allegations or gather and present relevant evidence (no gag orders)

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NOTICE OF MEETINGS

MUST provide WRITTEN notice of the

- date
- time
- location
- participants
- purpose
- of all hearings, investigative interviews, or other meetings, with SUFFICIENT TIME for the party to prepare

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Evidence Review & Response

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MUST: Provide both parties an equal opportunity (10 days) to inspect and review any evidence obtained as part of the investigation that is DIRECTLY RELATED to the allegations Including:

- The evidence upon which the school does not intend to rely in reaching a determination
- inculpatory or exculpatory evidence

so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

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REVIEW OF REPORT

- Required 10 day review and response period (before determination)
- Consider waiting for response before sending to Decision-Maker

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Question & Answer

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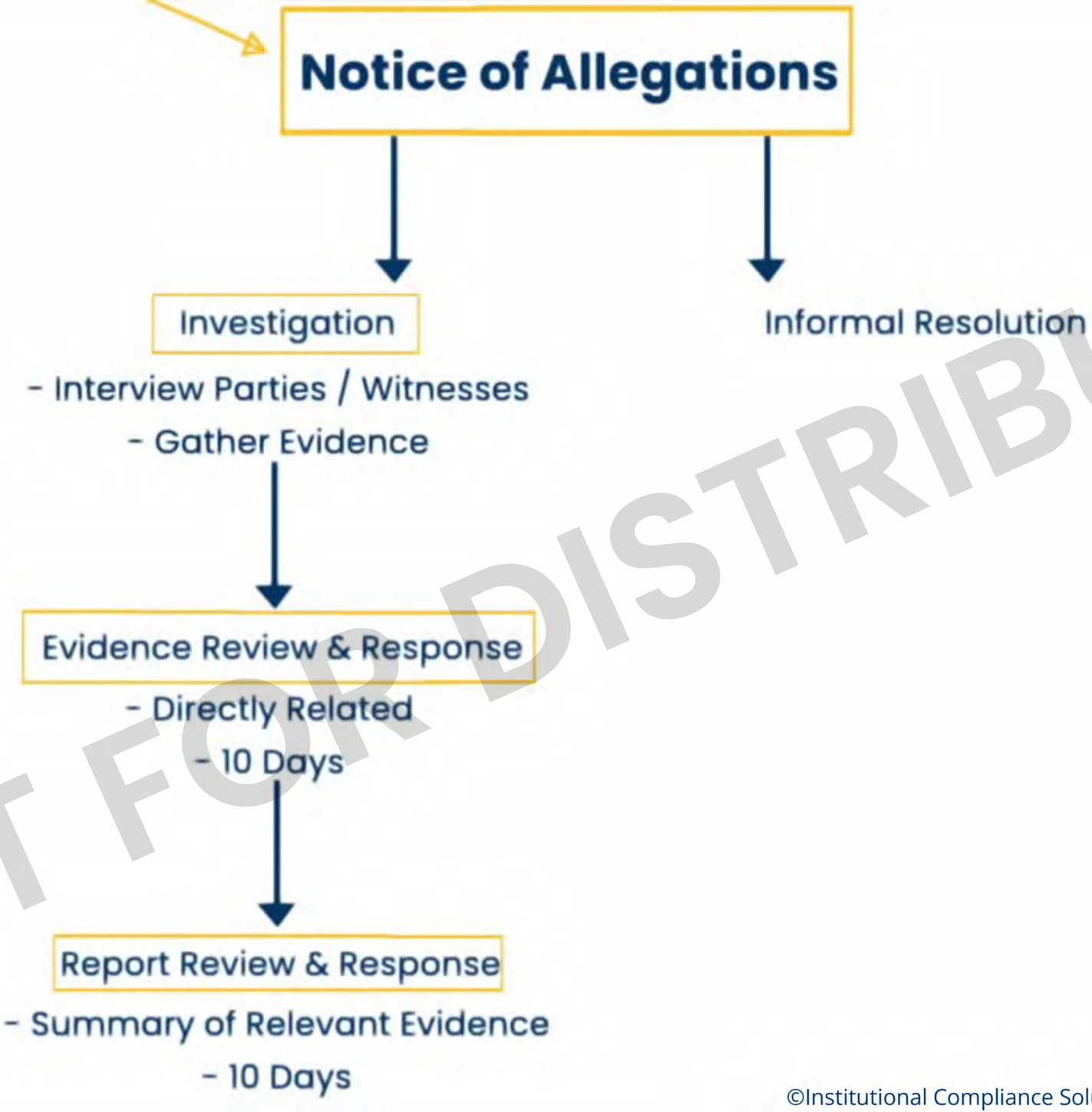

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Question & Answer

- Parties **MAY** submit WRITTEN questions to the Decision-Maker
- Questions **MAY** be posed for other party(s) and/or witnesses
- Questions **MUST** be RELEVANT
- Decision-Maker **MUST** determine whether Relevant
- If relevant, Decision-Maker **MUST** submit the question to party or witness
- If NOT relevant, Decision-Maker **MUST** notify the party who asked the question why it is not relevant.
- **Must** allow time for participants to answer question(s)
- **Must** provide responses to the party who asked the question(s)
- **MAY** allow limited follow up (discretion of Decision-Maker)

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Question

&

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Determine Sanction

- Consider severity of behavior
- Prior Misconduct

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SUPPORTIVE MEASURES CAN AND SHOULD REMAIN IN PLACE REGARDLESS OF OUTCOME.

REMEDIES TO PREVENT FUTURE BEHAVIOR CAN AND SHOULD OCCUR REGARDLESS OF OUTCOME.

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NOTIFY PARTIES OF DECISION

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Appeal

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Informal Resolution

Investigation

- Interview Parties / Witnesses
- Gather Evidence

↓

Evidence Review & Response

- Directly Related
- 10 Days

↓

Report Review & Response

- Summary of Relevant Evidence
- 10 Days

↓

Question & Answer By Decision Maker

↓

Determination

↓

Appe

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APPEALS

-Offered to both parties.

-Can appeal dismissal of Formal Complaint or any allegations therein or determination regarding responsibility.

-On the Following Basis:

- Procedural irregularity that affected the outcome of the matter.
- 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.
- Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.
- Additional basis if offered equally to both parties.

-Written decision describing the result and rationale for the result.

-Notify the other party in writing when an appeal is filed.

-Provide written decision simultaneously to both parties.

-Give both parties a reasonable opportunity to submit a written statement in support of or challenging the outcome.

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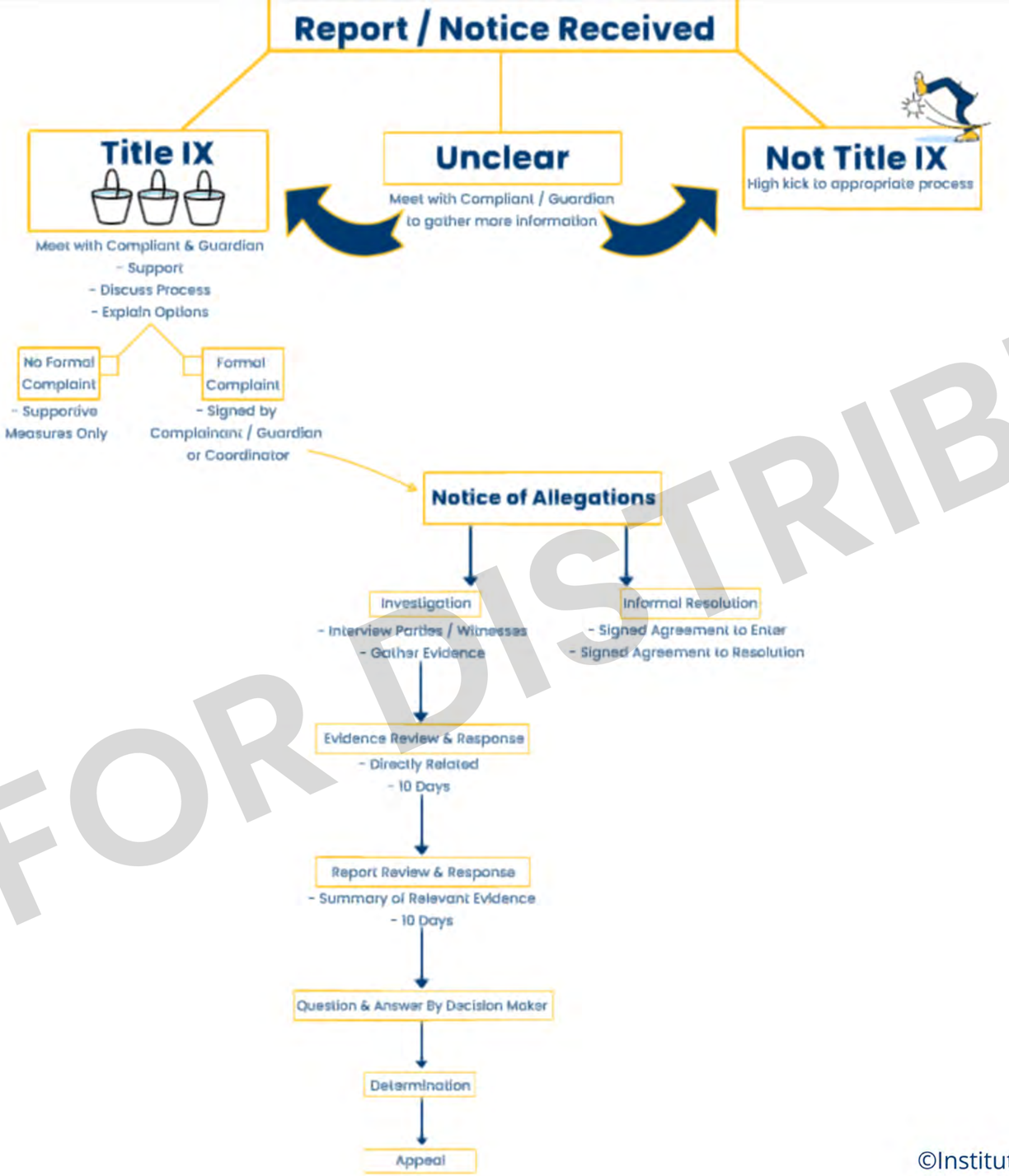

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DETERMINATION BECOMES FINAL

THE DATE THE PARTIES ARE PROVIDED WITH THE WRITTEN DETERMINATION OF THE RESULT OF ANY APPEAL.

OR

THE DATE WHEN AN APPEAL WOULD NO LONGER BE CONSIDERED TIMELY (DAY AFTER APPEAL DEADLINE).

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Emergency Removal

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EMERGENCY REMOVAL

May remove student on an emergency basis AFTER undertaking individualized safety and risk analysis.

In order to remove a student, the school must:

- undertake an individualized safety and risk analysis,
- determine that an immediate threat to the **physical health or safety** of any student or other individual arising from the allegations of sexual harassment justifies removal, and
- provide the Respondent with notice and an opportunity to challenge the decision immediately following the removal.

Must provide Respondent an opportunity to challenge the decision IMMEDIATELY following the removal.

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ADMINISTRATIVE LEAVE

May place employee on administrative leave during pendency of the grievance procedures.

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Barriers to Collaboration

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Barriers to Collaboration

Confidentiality and Information Sharing

- FERPA, Title IX, and law enforcement's need for evidence
- When and how information can (and cannot) be shared
- Information hoarding/territorialism
  - It can go both ways!

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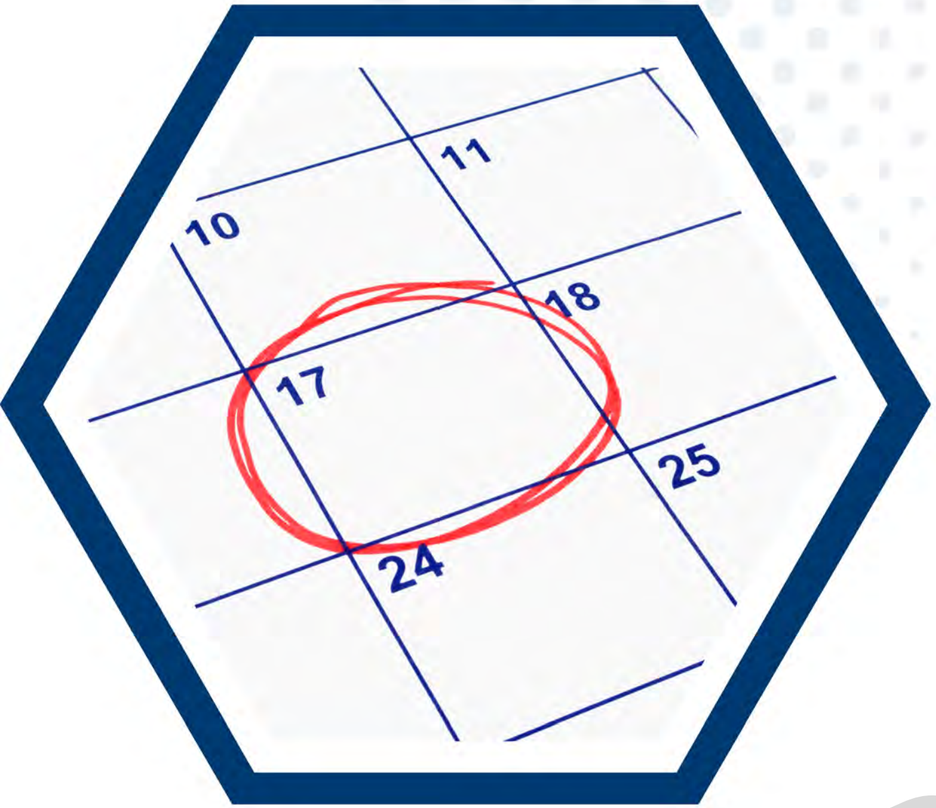

Barriers to Collaboration

Differing Processes and Timeframes

- Administrative Title IX investigations vs. criminal investigations
  - Immediacy
  - Due process
  - Sequencing
- Conflicts between procedural requirements and institutional policies

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Barriers to Collaboration

Cultural and Institutional Differences

- Speaking the same language
  - Training
- Differing approaches to support and due process
- Biases for or against each office
  - Can you identify some of your own biases?

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Barriers to Collaboration

Resource Limitations and Institutional Priorities

- Staffing, training, and budget constraints
- Lack of institutional support for joint initiatives

Or, maybe you have buy-in, but just don't know where to start!

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Identifying Key Areas for Collaboration

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Identifying Key Areas for Collaboration

Case Coordination and Parallel Processes

- Differences between Title IX and criminal investigations
  - Educating the community
  - Creating streamlined reporting options
- Information sharing: When and how it can (and can't) happen
- Coordinating interviews and evidence collection

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Identifying Key Areas for Collaboration

Training and Cross-Education

- Joint training on trauma-informed approaches
- Learning your counterpart's process
- Team-building

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Identifying Key Areas for Collaboration

Prevention and Awareness Efforts

- Coordinating school-wide education programs
- Engaging students, faculty, and staff in proactive discussions
- Aligning messaging on rights, reporting, and available resources
- Building engagement and trust with your offices

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Strategies for Building Your Partnership

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Creating Collaboration

Regular Communication and Meetings

- Establishing formal liaison roles between offices
- Conducting routine case review meetings (while maintaining compliance)
- Sharing resources and aligning policies where possible
- Identifying key dates annually
  - Report due dates
  - Programming opportunities
  - Institutional calendars

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Creating Collaboration

Involving the Campus Community

- Creating opportunities for feedback from your campus constituents
  - Campus climate surveys
  - Student and employee focus groups
  - Programming with student groups and/or peer educators
- Allowing data to tell your district's story
  - Use reports and statistics to guide decision-making
  - Pay attention to trends and potential areas of risk
- Increasing transparency
  - Update your community on efforts, wins, and areas for improvement
  - Be visible!
    - Social media, campus publications, signage
  -

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Steps to Get There

1. Identify your liaisons
2. Schedule regular meetings
3. Prioritize highest area of need
4. Try something new!
5. Evaluate and revisit #3!

Resist the urge to feel like you have to implement everything at once! Partnerships take time to build. You can take small steps and build in new initiatives on a timeframe that makes sense for your campus and roles.

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YOU'VE GOT THIS!

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TITLE IX UNIVERSITY

K-12

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