



INSTITUTIONAL COMPLIANCE SOLUTIONS

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Institutional Compliance Solutions

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FOUNDATIONS OF TITLE IX: *TRAINING FOR NEW K-12 TITLE IX COORDINATORS*

LIVE VIRTUAL TRAINING



BEFORE WE GET STARTED...

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

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.



Agenda & Goals

- Broad Overview
- Priority Requirements
- Compliance + Compassion



Intro & Overview



Ownership & Connection



5 Step Plan



Compliance + Compassion



The Human Factors

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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.”

A photograph of two women sitting on a grey sofa in a modern office setting. The woman on the left is Black, wearing a light green top and pink pants, looking towards the other woman. The woman on the right is white, wearing a white shirt and blue skirt, holding a pen and a notebook. A small round table with a black cup sits between them. A large potted plant is in the background.

Support

A photograph of a woman in a green cardigan standing and pointing at a whiteboard with a blue marker. She is facing a group of people whose backs are to the camera. The whiteboard has several papers pinned to it.

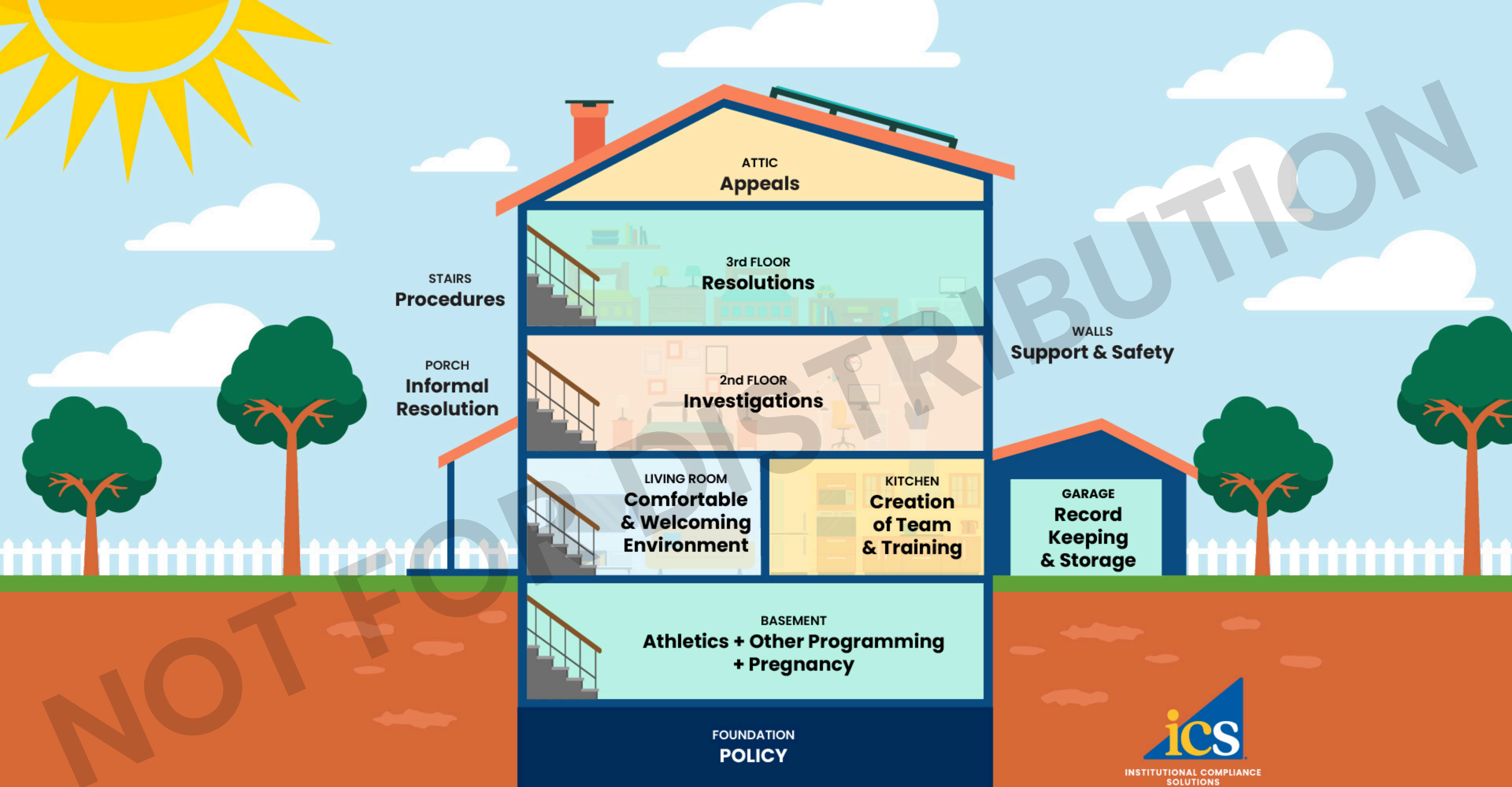
Access



Compliance + Compassion

Title IX compliance is ineffective without compassion. Every decision you make...should begin with compassion.

- **Impact > Intent**





You own the house



It's a big responsibility



Accept help and support



Identifying & addressing problems is key...Patience is a virtue



Intentional upkeep is necessary



INSTITUTIONAL COMPLIANCE
SOLUTIONS

COMPLIANCE CUL-DE-SAC

TITLE VI



TITLE IX



ADA



TITLE VII



IDEA/504



OWNERSHIP DOES NOT MEAN ISOLATION

- Connections are critical
- Early and often
- Relationships drive success
- Change is a process
- Differentiate between immediate need and “not how I would do it”
- Listening is as valuable as doing

Create a “get to know you” plan

- 1 30 days - Gain internal understanding
- 2 60 days - Meet with those directly connected and around your role
- 3 90 days - Meet with students, employees and external connections



Conversation & Connection



Personal
connection



Professional
connection



Office
reputation



Suggestions



**What you don't
know doesn't
HELP you...**

ACCEPT HELP...EVEN IF IT'S TEMPORARY

- Eliminate barriers
- Understand systems
- Build trust
- Establish credibility
- Embrace vulnerability

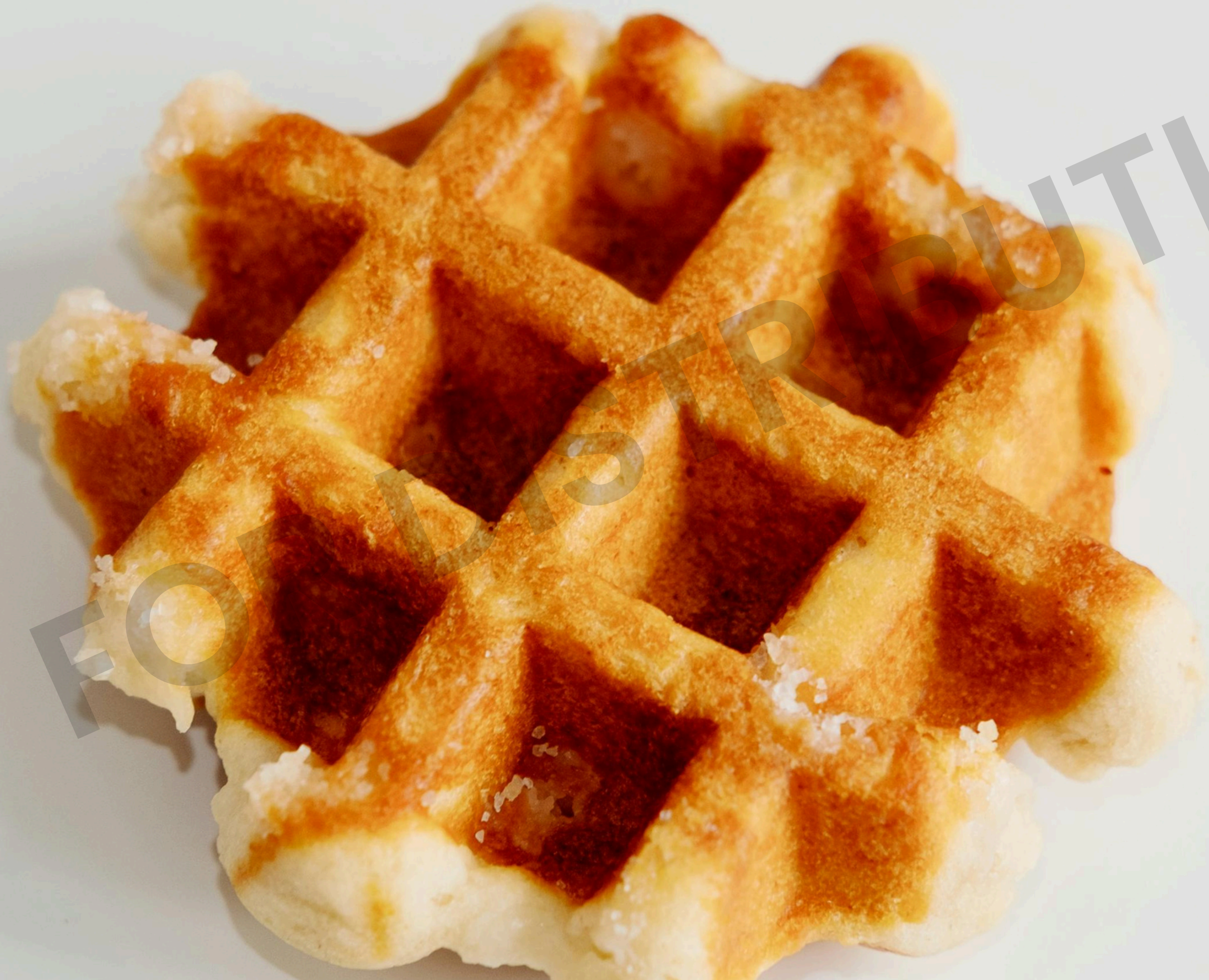


Identify & be patient



- The difference between problem and danger
- Immediate fixes are imperative
- Procedural and process changes are more flexible
- If you can give it time, do so
- Correction with a 360 view of impact is most impactful





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UPKEEP REQUIRES UNDERSTANDING

- The role
- The expectations
- The culture
- The community
- The resources
- The strengths
- The weaknesses
- The reputation







5 Steps

1

Policy

2

Team

3

Training

4

Response

5

Prevention

Policy



Search...



Policy Musts

01

Compliant

- Is the policy compliant with the law?

02

Accessible

- Is the policy accessible?

03

Follow

- Is the policy being followed?

04

User friendly

- Is the policy user friendly?



Policy/Process Walk Through



Independent person

- Someone with no prior knowledge of the policy



Draw a flowchart

- Walk through the policy and write out what should happen...

Team





THE TEAM



Working with what you have

- Clear understanding of strengths, weaknesses, gaps, and what people enjoy or despise.



Building with Quality

- Quality first
- Right not rushed

Team Considerations

01

Support

- CRITICAL

02

Grievance

- Investigators
- Decision-Makers
- Appellate Decision-Makers
- Informal Resolution Facilitators

03

Deputies

- Athletics
 - Compliance
- HR
- Student Life/Success

04

Students/ Guardians/ Employees

- The people talking about and using the process



Training



Types of Training

01

Yours!

- General
- Each Role
- Leadership

02

Grievance Team

- Policy
- Process
- Laws
- Role
- District Information

03

Employees

- Expectations
- Reporting
- Process

04

Students

- Reporting
- Process
- Bystander

Training Barriers



Resources

- Where does it fit within your budget?
 - What is your budget?
 - Who manages your budget?



Time

- When will the training be received?
- When will the training be created?



People

- Who will create the training?
- Who will conduct the training?



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Response



Response Matters

01

Intake

- Triage
- Initial Support

02

Grievance Process

- Notices/Investigation
- Reviews & Report
- Determination
- Appeal

03

Support

- During each stage of the process
- Post process

04

Remedies

- Expectations moving forward

Response Drives Prevention



How it made them feel

- It's more than the outcome



Credibility

- Following the process earns credibility

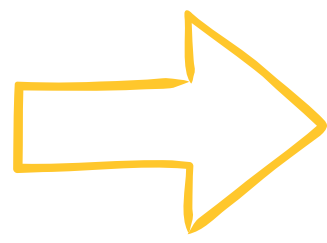


People talk

- Most often when we get it wrong



RESPONSE TO REPORTED CONDUCT



Report / Notice Received

NOT FOR DISTRIBUTION

Report / Notice Received

Title IX



Unclear

Not Title IX



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SEXUAL HARASSMENT

1

**Quid Pro Quo
Harassment**

2

**Hostile Environment
Harassment**

3

**Specific
Offenses**

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

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

SPECIFIC OFFENSES



1. Sexual Assault
 - a. Rape
 - b. Fondling/Criminal Sexual Contact
 - c. Incest
 - d. Statutory Rape
2. Dating Violence
3. Domestic Violence
4. Stalking

Report / Notice Received

Title IX



Unclear

Meet with Complainant / Guardian
to gather more information

Not Title IX

High kick to
appropriate process



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Report / Notice Received

Title IX



Meet with Complainant & Guardian

- Support
- Discuss Process
- Explain Options

Unclear

Meet with Complainant / Guardian to gather more information

Not Title IX

High kick to appropriate process



Report / Notice Received

Title IX



Meet with Complainant & Guardian

- Support
- Discuss Process
- Explain Options

No Formal Complaint

Formal Complaint

Unclear

Meet with Complainant / Guardian to gather more information

Not Title IX

High kick to appropriate process



Report / Notice Received

Title IX



Meet with Complainant & Guardian

- Support
- Discuss Process
- Explain Options

No Formal Complaint

- Supportive measures only

Formal Complaint

Unclear

Meet with Complainant / Guardian to gather more information

Not Title IX

High kick to appropriate process



Report / Notice Received

Title IX



Meet with Complainant & Guardian

- Support
- Discuss Process
- 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



Title IX



Unclear

Not Title IX

Meet with Complainant / Guardian
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High kick to
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Meet with Complainant &
Guardian

- Support
- Discuss Process
- Explain Options

No Formal Complaint

- Supportive
measures only

Formal Complaint

- Signed by
Complainant / Guardian
or Coordinator

Notice of Allegations

Title IX



Meet with Complainant & Guardian

- Support
- Discuss Process
- 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

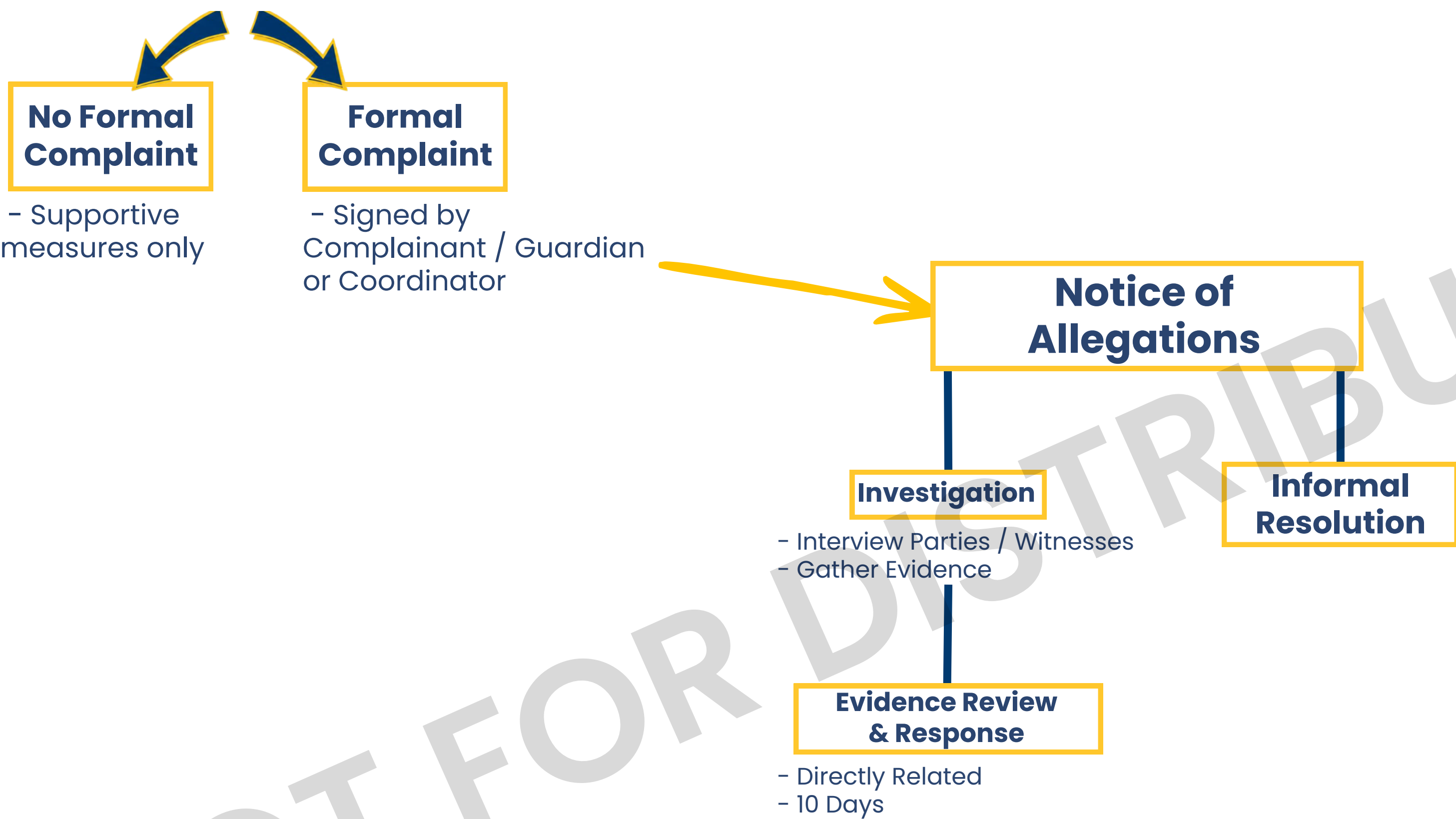
Notice of Allegations

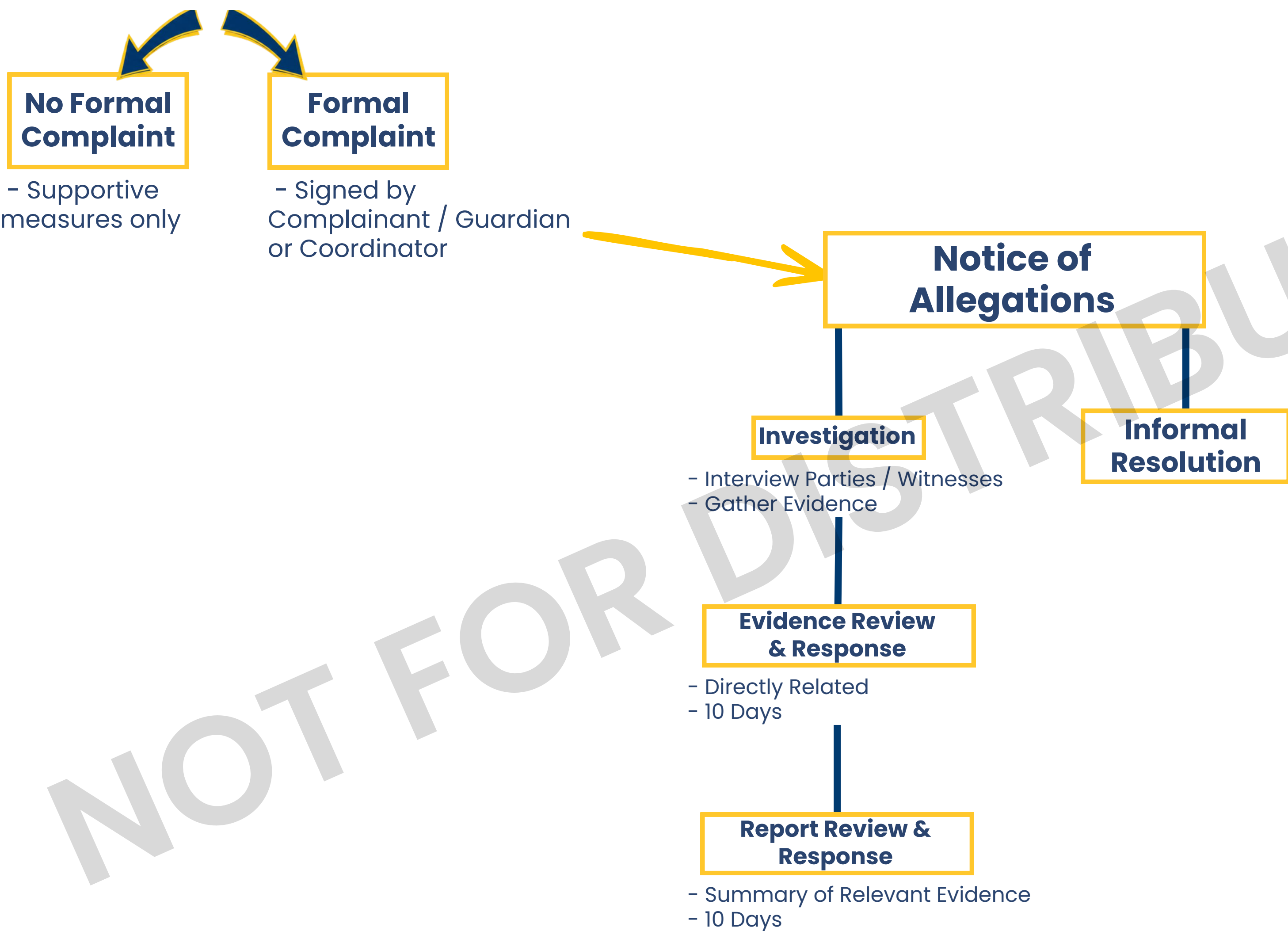
Investigation

- Interview Parties / Witnesses
- Gather Evidence

Informal Resolution









Notice of Allegations

Investigation

- Interview Parties / Witnesses
- Gather Evidence

Informal Resolution

Evidence Review & Response

- Directly Related
- 10 Days

Report Review & Response

- Summary of Relevant Evidence
- 10 Days

Question & Answer by Decision Maker

Investigation

- Interview Parties / Witnesses
- Gather Evidence

Informal Resolution

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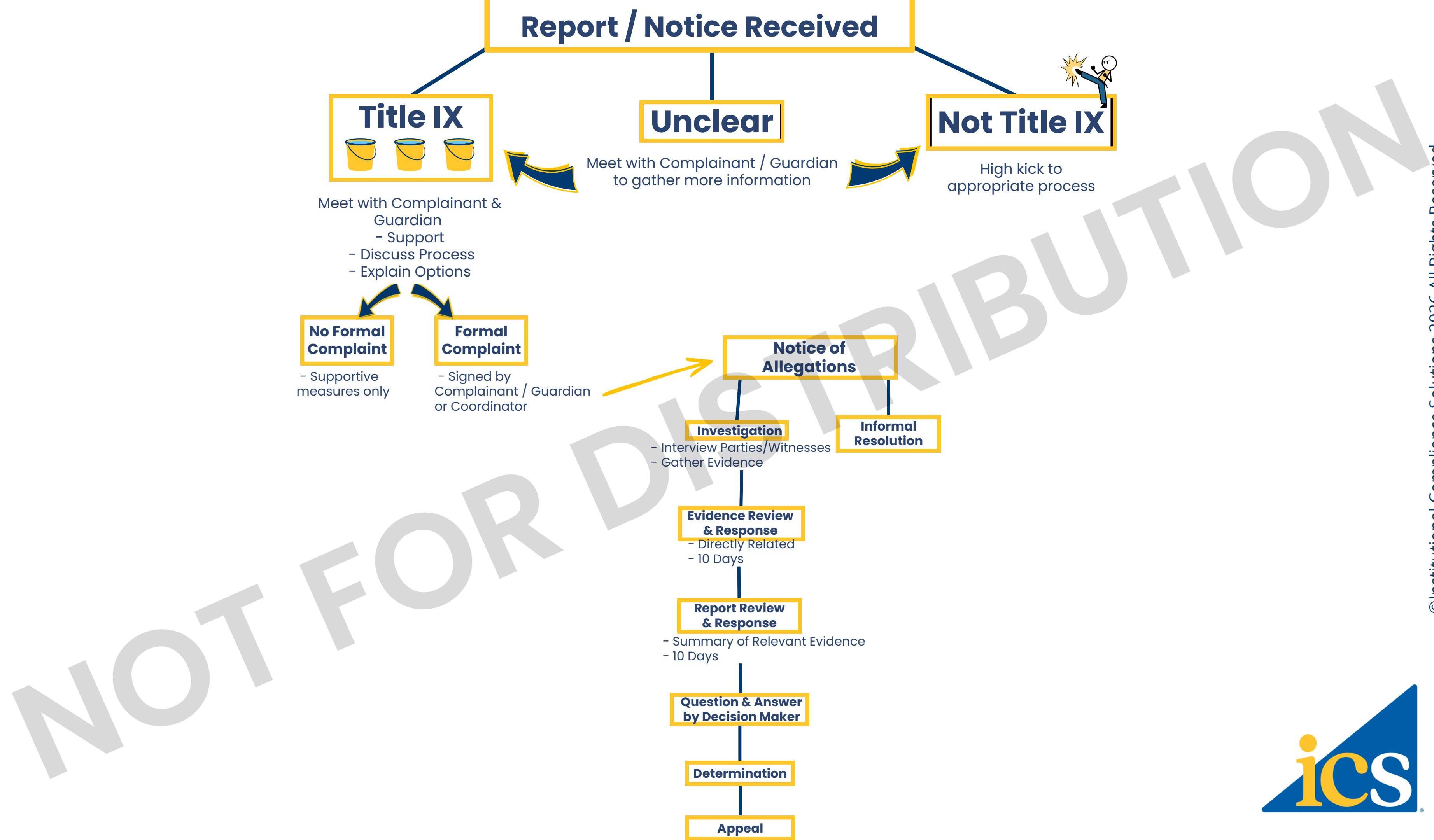
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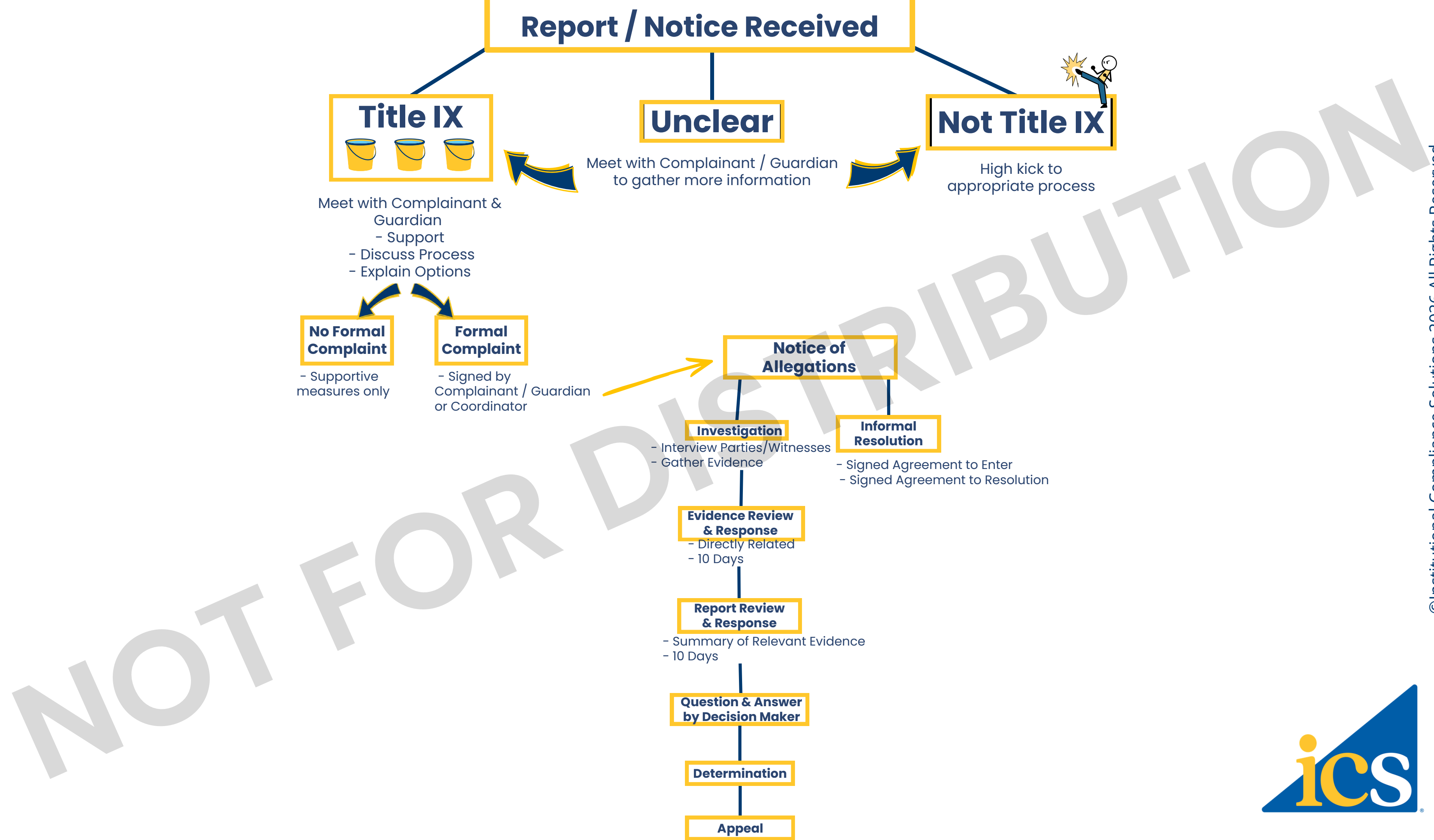
Question & Answer by Decision Maker

Determination

Appeal









Prevention



Prevention is the Goal

01

Programming

- Interesting
- Connecting
- Informative
- Timing

02

Audience

- General
- Directed
- Informed

03

Collaborative

- Other groups
- Other events
- Interactive

04

Buy In

- Who attends
- Swag
- Credibility

Prevention Tips



Who is it about

- Bystander



Think outside the box

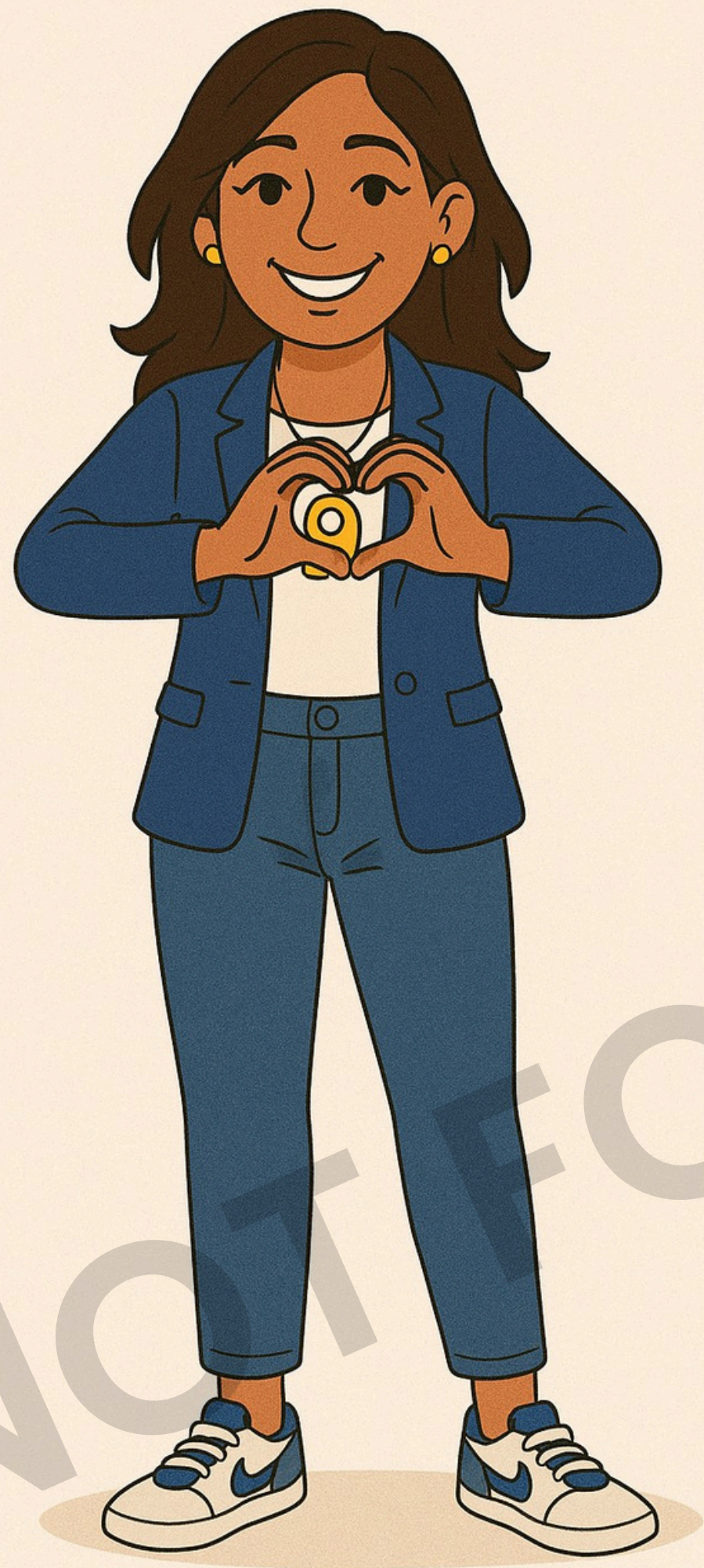
- Where can you meet your students?
- Cringe vs. Connected



Show your work

- Use data to demonstrate





Compliance + Compassion

1

The Formula

2

The Impact

3

The Environment



Brené Brown on Empathy
Royal Society of Arts

RSA



Shorts



Watch on  YouTube



By expressing sympathy, you extend a kind gesture, but the person in distress might not feel truly heard or understood.

On the other hand, by expressing empathy, you are actively listening to the person's pain and sharing their difficult thoughts, not trying to fix them.

Compassion





What Makes Title IX Extra Hard in the K-12 Space?



They are still kids.

- Even older students do not have the emotional maturity, vocabulary, or confidence to explain complicated experiences to adults.



The process can feel HUGE.

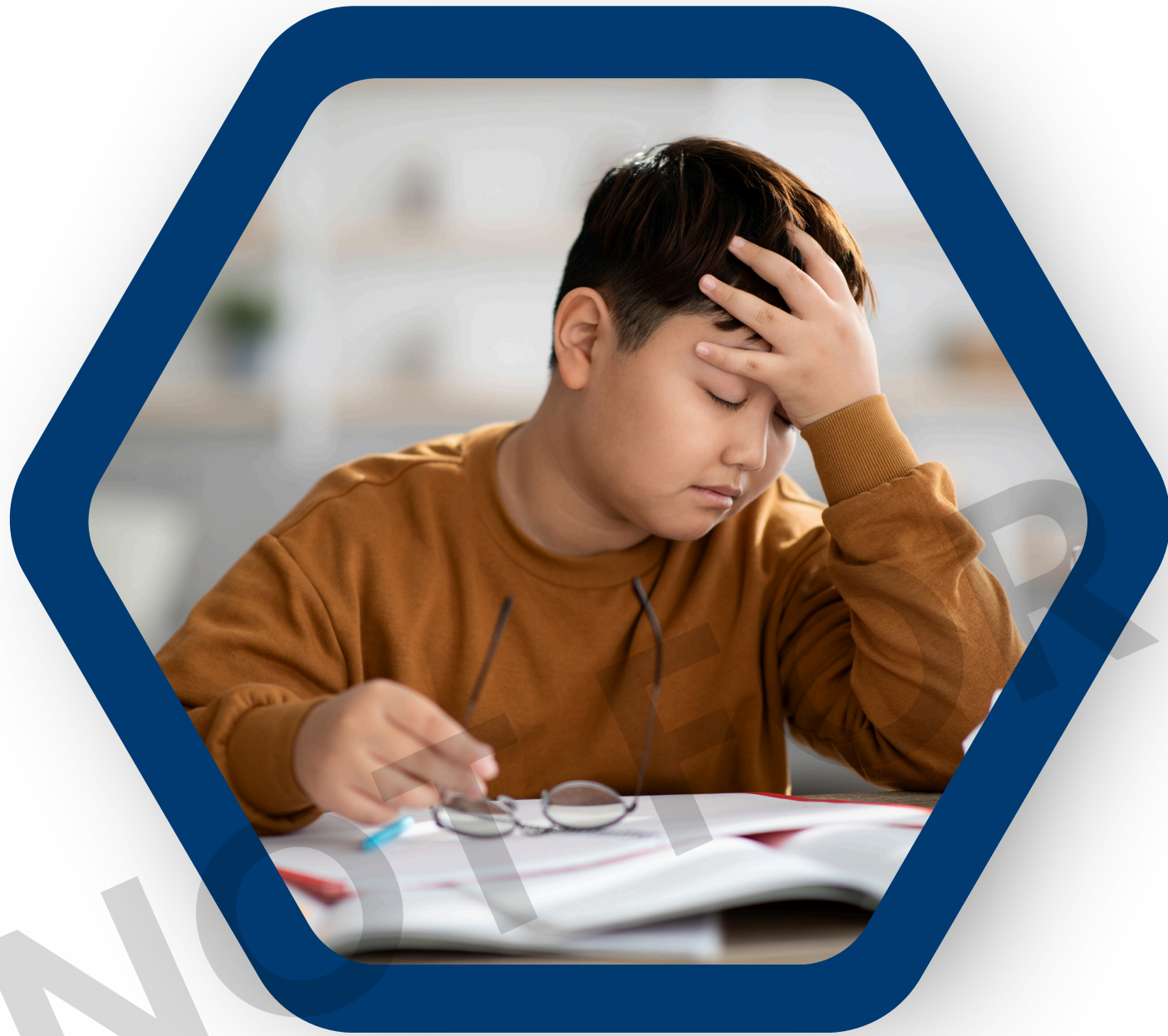
- Meetings, interviews, notices, policies, evidence, and questions can be intimidating—especially when a student/family/employee does not understand what happens next.



Their school is their world.

- Unlike many adults, students cannot simply separate themselves from the environment. They may see the other party in class, at lunch, on the bus, at practice, or at school events.

What Makes Title IX Extra Hard in the K-12 Space?– Continued



Peer relationships matter.

- Friend groups may shift, rumors may spread, and students may feel pressure to choose sides.



Adults control much of the process.

- Parents, administrators, teachers, investigators, and sometimes law enforcement may all become involved. A student can quickly feel like something that happened to them has become something being managed around them.



Both parties may be struggling.

- Compassion should not be reserved for the complainant. Respondents may also be frightened, confused, embarrassed, isolated, or worried about what the process means for their future.

Compassion does NOT mean:

- Taking sides
- Lowering standards
- Overlooking conduct
- Compromising a fair and impartial process



Compassion means:

- Explaining what will happen before it happens
- Using age appropriate language
- Checking to make sure the student understands
- Allowing reasonable breaks
- Avoiding unnecessary and repetitive questioning
- Provide adequate support



**Compliance creates
the framework.**

**Compassion shapes
the experience.**

We need both.

Students may not remember every question you asked or every procedural step you followed. But they may remember for years whether the adults responsible for the process made them feel heard, respected, and safe enough to participate.



FIGHT, FLIGHT, FREEZE, OR FAWN OR ALL FOUR...

OR SOMETHING COMPLETELY DIFFERENT...







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Empathy Driven Meeting Necessities

THE 4 - C'S



Comfortable



Clear



Consistent



Convenient







The Human Factor

1

This work is hard

2

**Mistakes will be made
but correction is critical**

3

Laugh at yourself

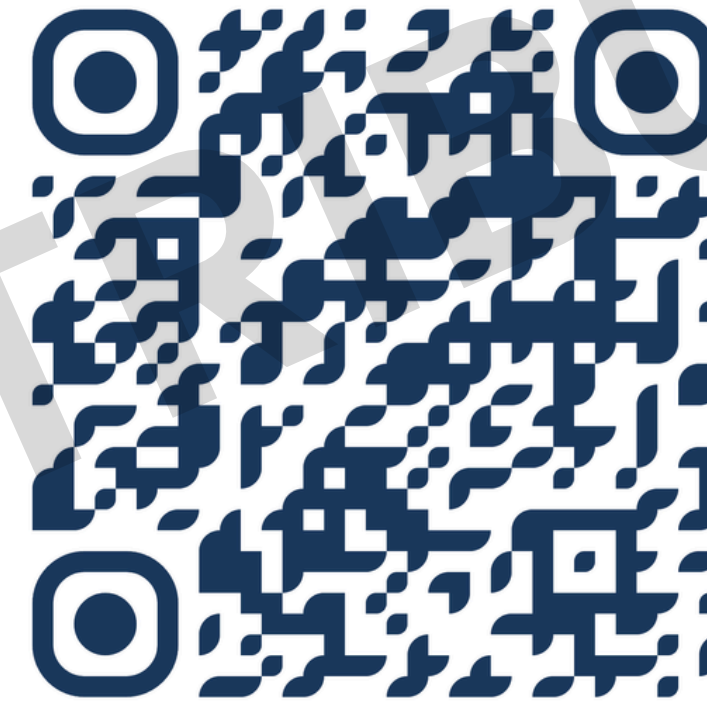
4

Support each other

5

Celebrate small victories

HELP US HELP YOU



**Please fill out
the survey.**



CONNECT WITH ICS



LAW & EDUCATION
PODCAST



LIVING TITLE IX



BLOG



TUESDAY TAKEAWAYS

QUESTIONS?



**YOU'VE
GOT THIS!**

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