



## **District Sex Discrimination / Harassment Policy**

*This policy provides information regarding Advantage Academy's efforts related to sex discrimination and harassment. This policy describes how Title IX coordinators and school officials, in keeping with the school's values, will proceed once a report-complaint is received alleging a violation of this policy. Policy provisions have been enacted to meet all legal obligations of Title IX and other applicable laws.*

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**POLICY STATEMENT**

Title IX compliance is a shared responsibility of the entire district, from campus and district administrators to all instructors and school staff. Title IX protects students, employees, applicants for employment and other persons from all forms of sex discrimination or harassment based on sex. All individuals at schools/institutions that receive federal funds are protected by Title IX in all aspects of a recipient's educational programs and activities. As required by Title IX, Advantage Academy does not (and is required not to) discriminate on the basis of sex in its educational programs or activities. This non-discrimination requirement applies to admission to and employment with Advantage Academy.

Advantage Academy treats all students, employees and others with dignity and respect and therefore, takes all sex discrimination and harassment matters seriously. The school shall offer victims of sex discrimination and harassment all supportive measures available. It is the responsibility of school staff members, instructors and administrators to report sexual harassment, sexual assault and/or any other forms of sexual misconduct that they witness, receive or of which they become aware of by immediately contacting an administrator, school official or the appropriate Title IX Coordinator. Advantage Academy prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint or appeals process is a violation of this policy and is prohibited.

**STATEMENT OF NON-DISCRIMINATION**

Eagle Advantage Schools does not discriminate against students, employees or applicants for employment because of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in providing equal access to the schools education programs or activities; , including CTE programs, as required by Title VI and Title VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Title I and Title V of the Americans with Disabilities Act of 1990, as amended ("ADA"); the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); Section 504 of the Rehabilitation Act of 1973, as amended; the Genetic Information Nondiscrimination Act of 2008 ("GINA"); and any other legally-protected classification or status protected by federal, state or local law.

**EXAMPLES OF TITLE IX CONCERNS**

- Sexual Discrimination
- Sexual Harassment
- Sexual Assault
- Sexual misconduct (inappropriate touching, comments, text messages)
- Dating Violence
- Teasing/Bullying/Cyberbullying

**SEXUAL HARASSMENT DEFINED**

Advantage Academy prohibits sexual harassment, by employees, volunteers or students. Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. A school employee conditioning the provision of aid, benefit, or service of Imagine on an individual's participation in unwelcome sexual conduct;
2. 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 schools education programs or activities; or

3. Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)).

### **EXAMPLES OF HARASSMENT**

While it is not possible to provide an exhaustive list of all conduct that potentially violates this Policy, the following is a partial list of examples of prohibited sexual conduct which may rise to the level of harassment:

- Offensive or derogatory language directed at another person because of their sex, gender or sexual orientation;
- Threatening or intimidating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault because of an individual's sex, gender, or sexual orientation;
- Display of graffiti or printed material promoting negative stereotypes; or other kinds of aggressive conduct based on an individual's sex, gender, or sexual orientation, such as theft or damage to property;
- Sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature;
- Jokes or conversations of a sexual nature; and other sexually motivated conduct, communications or contact;
- Romantic or inappropriate social relationships between students and school employees is prohibited. Any sexual relationship between a student and a school employee is strictly prohibited always, even if consensual. However, necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug or other physical contact not reasonably construed as sexual in nature is not, by itself, sexual harassment in most cases.

*Petty slights, annoyances, and isolated incidents (unless extremely serious) will not rise to the level of prohibited harassment. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.*

*Advantage Academy shall not deprive individuals of their rights guaranteed by the First Amendment. Constitutionally protected expression cannot be considered harassment under this policy.*

### **PROHIBITED HARASSMENT OF STUDENTS**

The District prohibits sexual harassment against a student, which is defined as physical, verbal or nonverbal conduct based on the sex, gender or sexual orientation that is so severe, persistent or pervasive that the conduct:

1. affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile or offensive educational environment;
2. has the purpose or effect of substantially or unreasonably interfering with a student's academic performance; or
3. Otherwise adversely affects a student's educational opportunities.

### **PROHIBITED HARASSMENT OF EMPLOYEES**

The District prohibits sexual harassment against employees, which is defined as physical, verbal or nonverbal conduct based on the sex, gender or sexual orientation that is so severe, persistent or pervasive that the

employee is unable to perform his or her job. Therefore, verbal or physical conduct based on a person's sex, constitutes unlawful harassment when the conduct:

1. Has the purpose or effect of creating an intimidating, hostile or offensive working environment;
2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. Otherwise adversely affects an individual's employment opportunities.

Sexual harassment includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal or nonverbal conduct; or other conduct or communication of a sexual nature when either of the following is met:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual.

### **DATING VIOLENCE**

Dating violence occurs when one partner in a dating relationship, either past or current, intentionally uses physical, sexual, verbal or emotional abuse to harm, threaten, intimidate or control the other partner. For purposes of this Policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct rises to the level of prohibited harassment described in this Policy.

Examples of dating violence may include physical or sexual assaults, name-calling, put-downs, threats to hurt the person or the person's family members or members of the person's household, destroying property belonging to the person, threats to commit suicide or homicide if the person ends the relationship, attempts to isolate the person from friends and family, stalking or encouraging others to engage in these behaviors.

### **SUPPORTIVE MEASURES**

"Supportive measures" means individualized services offered as appropriate and reasonable to the complainant or the respondent. Such measures are designed to restore or preserve equal access to the school's education programs or activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties, Advantage Academy's educational environment or to deter sexual harassment.

Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Advantage Academy must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school's ability to provide the supportive measures. Title IX Coordinators are responsible for coordinating the effective implementation of supportive measures.

"Supportive measures" must be non-disciplinary and non-punitive without fee or charge. "Supportive measures" may be offered before or after the filing of a formal complaint or where no formal complaint has been filed.

**ADDITIONAL TITLE IX PROTECTIONS**

Advantage Academy shall provide for and ensure complainant's (victims) are not required to:

- Come face-to-face with the respondent (accused) during a hearing;
- Answer questions posed personally by the respondent ("rape shield" protections); or
- Divulge any medical, psychological or similar privileged records.

**ROLE OF TITLE IX COORDINATORS**

Title IX Coordinators are responsible for coordinating the schools Title IX compliance efforts with respect to discrimination based on sex, including sexual harassment. Coordinators are responsible for ensuring that sex discrimination and harassment reports-complaints are handled in a timely and orderly manner. Title IX coordinators are an integral part of the school's systematic approach to making certain that reports-complaints are promptly reviewed and processed according to Title IX and this policies provisions including all applicable laws. Provided with appropriate authority and the support necessary to coordinate Title IX compliance, Title IX coordinators are effective agents for assuring dignity, respect and equity within the school.

**REPORTING SEX DISCRIMINATION / HARASSMENT**

Any person may report sex discrimination, including sexual harassment, whether or not the reporting person is the person alleged to be the victim of such prohibited conduct or not. Reports may be made in person, by mail, by telephone or by email through the contact information listed for Title IX Coordinators or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Reports may be made at any time (including during nonbusiness hours) by using the telephone number, email address or by mail to the office address, listed for the Title IX Coordinators.

Reports of sex discrimination or harassment based on sex, including sexual harassment, should be directed to the appropriate Title IX Coordinator. The school has designated the following person as the Title IX and VII/ADEA Coordinator-Employee Welfare:

Position: Human Resources Director

Person Currently Holding Position: Marie Cox

Address: 618 W. Wheatland Rd. Duncanville TX. 75116

Telephone: (214) 276-5866

**Student Welfare** - The school has designated the following person as the Title IX Coordinator-Student Welfare:

Position: Director of Student Services

Person Currently Holding Position: Tammy Bailey

Address: 616 W. Wheatland Rd. Duncanville TX. 75116

Telephone: (214) 276-5888

**ADA/Section 504** - The school has designated the following person as the Title IX Coordinator responsible for processing reports of discrimination based on disability. Furthermore, the Special Programs Director will coordinate the schools efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended:

Position: Special Programs Director  
Person Currently Holding Position: Keisha Henderson  
Address: 618 W. Wheatland Rd. Duncanville TX. 75116  
Telephone: (214) 276-5857

### **TIMELY REPORTING**

Reports of prohibited conduct should be made as soon as possible after the alleged act or knowledge of the alleged act. A signed complaint must be filed within 180 calendar days of the occurrence of the alleged violation in order to ensure prompt and efficient handling and resolution. At the discretion of the Assistant Superintendent, the 180 day filing period may be extended for good cause. Failure to promptly report may impair the schools ability to investigate and address the prohibited conduct effectively.

### **RESPONSE BY TITLE IX COORDINATORS**

Title IX Coordinators will promptly contact complainant's to discuss the availability of supportive measures; consider the complainant's wishes with respect to supportive measures; inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and explain to the complainant the process for filing a formal complaint.

### **NOTIFICATION TO PARENTS**

Title IX Coordinator's shall promptly notify the parents of a student alleged to have experienced or been subjected to sex discrimination, sexual harassment or other violation of this policy.

### **FILING A FORMAL COMPLAINT**

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual discrimination or harassment against a respondent and requesting that the school investigate the allegation of sexual misconduct. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the school's education programs or activities. A formal complaint may be filed with the appropriate Title IX coordinator in person, by mail or by email, by using the contact information for the Title IX coordinators provided under "Reporting Sex Discrimination/ Harassment" in this policy. As used in this definition, the term "document filed by a complainant" means a document or electronic submission (such as by email or through an online portal that contains the complainant's physical or digital signature or otherwise indicates that the complainant is the person filing the formal complaint.

**NOTE:** Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party to the Title IX formal complaint and must comply with the requirements of the Title IX formal process, including the informal resolution process.

### **ASSESSMENT OF FORMAL COMPLAINT**

Advantage Academy will investigate all allegations contained in a formal complaint. Upon receipt of a report or the filing of a formal complaint, the Title IX coordinator and school official(s) shall ascertain if the conduct alleged, if proven, would constitute sexual harassment as defined by Title IX. The school *must* dismiss a formal complaint if the conduct alleged in the formal complaint: **a)** Would not constitute sexual harassment, even if proved; **b)** Did not occur in Advantage Academy's education program or activity; or **c)** Did not occur against a

person in the United States. The school *may* dismiss a formal complaint or any allegations therein if, at any time:

1. The complainant notifies the Title IX Coordinator in writing that he/she would like to withdraw the formal complaint or any allegations therein;
2. The respondent is no longer enrolled in or employed by Advantage Academy; or
3. Specific circumstances prevent the school from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

*Upon a dismissal of a formal complaint, the Title IX coordinator will promptly send written notice of the dismissal and reason(s) therefore simultaneously to the parties. Both parties have the right to appeal a dismissal decision.*

*Dismissals do not preclude the school from taking appropriate action against a student or employee under the Student Code of Conduct, the Employee Handbook, and/or any other school policy that may apply to the alleged conduct.*

### **CONSOLIDATION OF FORMAL COMPLAINTS**

The school may consolidate formal complaints as to allegations of sexual harassment against more than one complainant against one or more respondents or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a Title IX formal complaint process involves more than one complainant or more than one respondent, references in this section to the singular “party,” “complainant,” or “respondent” include the plural, as applicable.

### **INTERIM REMEDIAL ACTION**

Advantage Academy is not precluded from placing an employee respondent on administrative leave or from suspending/removing a respondent (student or employee) entirely on an emergency basis, during the pendency of a Title IX formal complaint, provided that the school:

1. Undertakes an individualized safety and risk analysis;
2. Determines that an immediate threat to the physical health or safety of any student or employee arising from the allegations of sexual harassment justifies removal; and
3. Provides the respondent with notice and an opportunity to challenge the decision immediately following the suspension/removal.

*This may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.*

### **WRITTEN NOTICE**

When an investigation of a formal complaint begins, the parties will receive written notice. Included in the notice shall be a copy of the school’s policy concerning sexual discrimination/harassment. Written notice shall also include:

1. Notice of the allegations including, to the extent known, the identity of the parties, the conduct allegedly constituting prohibited sexual conduct, and the date and location of the alleged incident.

2. A statement that the respondent is presumed to be innocent and that a responsibility determination will be made at the conclusion of the formal complaint process.
3. A statement that the parties are entitled to an advisor of their choice who may be a parent/guardian or who may be, but is not required to be, an attorney.
4. A statement that the parties can inspect and review relevant evidence.
5. Information contained in this policy about making false statements or knowingly submitting false statements during the complaint process.

The written notice must be provided to allow the parties sufficient time to prepare a response before any initial interview.

If, during an investigation, the school decides to investigate allegations about the complainant or respondent that were not included in the original notice, the parties will be notified of the additional allegations.

### **INVESTIGATION OF THE COMPLAINT**

If the complaint is complete and it is determined that the alleged conduct is prohibited, the appropriate Title IX coordinator or school official shall immediately authorize or undertake an investigation that is prompt, thorough and impartial, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

The investigation may be conducted by the Title IX coordinator, school official(s) or designees, such as the campus principal or by a third party designated by the District, such as an attorney. When appropriate, the campus principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report (complainant), the person against whom the report is filed (respondent), and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

The investigator will give written notice to the complainant at each major stage of the investigation, as appropriate and will give written notice to the complainant and the respondent of the final disposition of the complaint and/or appeal, if applicable.

*The investigator will make known to the complainant of his or her right to file a complaint with a court of law.*

*If appropriate, the school may take interim remedial action calculated to prevent prohibited conduct during the course of an investigation.*

### **NOTIFICATION TO SUPERINTENDENT**

The Superintendent will be made aware of all sex discrimination or harassment investigations pursuant to this policy.

Position: Superintendent

Dr. Angela R. McDonald

Address: 618 W. Wheatland Rd. Duncanville TX. 75116

Telephone: (214) 276-5800

**SUBMISSION OF EVIDENCE**

During the investigation process, the complainant and the respondent shall provide Title IX coordinators or school officials, as requested and appropriate, with all relevant documents and the identity of witnesses with a summary of the information the witnesses can provide regarding the issues raised in the complaint.

**CONCLUDING THE INVESTIGATION**

Interviews and gathering of information should be conducted in a reasonable time frame, depending on the complexity of the complaint, availability of witnesses, the school's calendar and other factors impacting the ability of the investigator to conduct a prompt, thorough and impartial investigation. The investigation should be completed within thirty (30) days from the date of the receipt of the respondent's statement. However, the investigator may request additional time if necessary to complete a thorough investigation where extenuating circumstances exist. The investigator will provide an investigation findings statement, copies of relevant documents and any physical evidence considered to the Title IX coordinator within the thirty (30) day time frame. The Title IX coordinator will promptly notify the complainant and the respondent that the investigation has concluded and attach a copy of the investigation findings statement to each.

**SUBMISSION OF RELEVANT QUESTIONS**

After the investigation has concluded but before the Assistant Superintendent reaches a "Responsibility Determination," each party will be afforded the opportunity to submit written, relevant questions to the Title IX coordinator, which a party wants asked of the other party or a witness. If relevant, the school shall provide each party with the answers and allow for additional, limited follow-up questions from each.

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant 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.

The Title IX coordinator must explain to the party proposing the questions any decision to exclude a question as not relevant.

**INFORMAL RESOLUTIONS**

Advantage Academy may not require as a condition of enrollment, continuing enrollment, employment, continuing employment or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual discrimination or harassment consistent with Title IX. Advantage Academy must obtain the parties' voluntary, written consent to an informal resolution before proceeding.

The school may not require the parties to participate in an informal resolution process and moreover, may not offer an informal resolution unless a formal complaint is filed. If both parties agree, an informal resolution process may be facilitated at any time prior to the school reaching a responsibility determination. With respect to informal resolutions, Advantage Academy must provide written notice to both parties disclosing:

1. The allegations;
2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at

any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the formal complaint process; and

3. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

*Advantage Academy cannot offer or facilitate an informal resolution to resolve allegations that an employee sexually harassed a student.*

### **RESPONSIBILITY DETERMINATION (District Actions)**

School Official(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), shall applying the prescribed evidentiary standard\*, issue a written determination findings statement which shall include “District Actions.”

Within fifteen (15) days of the notification to the complainant and respondent that the investigation has concluded, school officials shall review the record, discuss the investigation findings along with any comments and proposed questions submitted by the complainant and respondent. After which, recommendations will be forwarded to the Assistant Superintendent who will take one of the following actions: **a)** request further investigation into the complaint; **b)** dismiss the complaint if the results of the investigation are inconclusive or there is insufficient reasonable, credible evidence to support the allegation; or **c)** find that this policy was violated.

If the Assistant Superintendent finds that this policy was violated, he or she, shall provide a “Responsibility Determination” and any disciplinary action that will be taken against those responsible. Disciplinary action(s) must be appropriate for the severity of the conduct. The Assistant Superintendent may take whatever action(s) are necessary to end the sexual discrimination or harassment. Disciplinary actions can include, but are not limited to, written reprimands, the imposition of conditions, reassignment, suspension without pay and termination. The school reserves the right to take actions based on the results of the investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct. Title IX coordinators will inform the complainant and respondent of the schools decisions in writing and will attach a copy of the responsibility determination. The responsibility determination shall include all “District Actions” proposed and/or taken by the school.

The responsibility determination becomes final either on the date that the school provides the parties with the written results of an appeal, if an appeal is filed or if an appeal is not filed, the date on which an appeal would no longer be considered timely. Responsibility Determinations shall include:

1. Identification of the allegations potentially constituting sexual discrimination or harassment.
2. A description of the procedural steps taken from receipt of the formal complaint through the determination findings, including any notifications to the parties, interviews with parties and witnesses, site visits and methods used to gather other evidence.
3. Findings of fact supporting the responsibility determination.
4. A statement of, and rationale for, the result as to each allegation, including responsibility, disciplinary action(s) imposed on the respondent and whether remedies designed to restore or preserve equal access to the school’s education programs or activities will be provided to the complainant.
5. Procedures and permissible bases for the complainant and respondent to appeal.

*\*The burden of proof for Title IX adjudications that AA uses when reviewing claims of sexual harassment is "preponderance of the evidence." This evidentiary standard shall be applied for formal complaints against students and against employees. The predominant standard, means "more likely than not" or anything above a "fifty-fifty" likelihood of guilt.*

### **APPEALS PROCESS**

Appeals shall be offered to both parties and must be made in writing within ten (10) days of receipt of the school's "Responsibility Determination." The responsibility determination may include: the dismissal of the formal complaint or allegations therein; the school's final determinations (determination regarding responsibility; imposition of disciplinary action(s); or other determinations described in this policy or allowed by Title IX.) Appeals must be submitted to the appropriate Title IX Coordinator and will be permissible on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination on responsibility or dismissal was made, that could affect the outcome of the matter;
3. The Title IX Coordinator, investigator(s), or school official(s) 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; or
4. Disciplinary action(s) taken against the respondent involve "demotion" or "dismissal."

#### ***As to all appeals, Advantage Academy must:***

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
2. Ensure that the school official(s) for the appeal is not a Title IX Coordinator, the investigator(s) or the same person that reached the responsibility determination or dismissal;
3. Ensure that the school official(s) for the appeal complies with standards regarding conflict of interest and bias found in the Title IX regulations;
4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
5. Issue a written decision describing the result of the appeal and the rationale for the result; and
6. Provide the written decision simultaneously to all parties.

*If appropriate, the school may take interim remedial action calculated to prevent prohibited conduct during the course of the appeals process.*

### **RETALIATION**

Neither Advantage Academy nor any other person may intimidate, threaten, coerce or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or because the individual has made a report or complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding or any policy process. Furthermore, interfering with any right or privilege secured by Title IX, constitutes retaliation. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by Title IX. Complaints alleging retaliation may be filed with the appropriate Title IX coordinator.

**RESPONSIBILITY TO COOPERATE**

Advantage Academy employees are required to cooperate with the school in its investigations concerning allegations of sexual discrimination or harassment. Any person who refuses to cooperate with a District investigation regarding sex discrimination or harassment, pursuant to this policy, including dating violence, is subject to appropriate discipline up to and including termination.

**FILING A FALSE COMPLAINT**

Any person who knowingly and intentionally files a false complaint or offers false statements regarding sex discrimination or harassment, pursuant to this policy, including dating violence, is subject to appropriate discipline up to and including termination.

**EFFECT ON PENDING ACTIONS**

The filing of a sexual discrimination, harassment or retaliation complaint will not stop or delay any evaluation or disciplinary action related to the complainant who is not performing up to acceptable standards or who has violated Advantage Academy rules or policies.

**TIME FRAMES**

Time frames mentioned in these procedures may be extended for good cause, such as holidays or when classes are not in session, or when it is necessary to complete an investigation due to difficulties reaching witnesses or parties to the complaint.

**CONFIDENTIALITY**

Advantage Academy shall keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent and witnesses, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA") statute, 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law or to carry out the purposes of the Title IX regulations at 34 C.F.R. part 106, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

**RECORDKEEPING**

Advantage Academy shall maintain for a period of seven years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary actions imposed on the respondent and any remedies provided to the complainant designed to restore or preserve equal access to education programs or activities;
2. The basis for its formal complaint and investigation conclusions;
3. Any informal resolution and the result therefrom;
4. Any appeal and the result therefrom; and
5. Each report or formal complaint response, including any supportive measures provided and district actions taken.

**Note:** All information used to train Title IX coordinators, investigators, school officials and other persons who may facilitate the informal resolution process will be made available on the school's website and information will also be available upon request for inspection by members of the public.

#### **TERMS AND DEFINITIONS (for purposes specific to this policy)**

**Actual Knowledge:** Actual knowledge exist if a report is made to the Title IX Coordinator or any school official who has authority to institute corrective measures. The school is not obligated to take action unless it receives actual knowledge of allegations of sexual harassment.

**Complainant:** Complainant means a person who submits a complaint alleging a violation of this policy.

**Complaint:** Complaint means a signed document or other report, including verbal reports (if appropriately acknowledged), alleging a violation of this policy.

**Deliberate Indifference Standard:** If the school has actual knowledge of sexual harassment in an education program or activity of the school against a person in the United States, it must respond promptly in a manner that is not deliberately indifferent. AA is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

**Education Program or Activity:** Includes locations, events or circumstances over which the school exercised substantial control over both the respondent and the context in which sexual harassment occurred.

**Evidentiary Standard:** The burden of proof for Title IX adjudications that AA uses when reviewing claims of sexual harassment is "preponderance of the evidence." This evidentiary standard shall be applied for formal complaints against students and against employees. The predominant standard, means "more likely than not" or anything above a "fifty-fifty" likelihood of guilt.

**Informal Resolution:** The school may offer informal resolution options to the parties, but both must give voluntary, informed, written consent. *The school cannot offer informal resolutions for allegations that an employee sexually harassed a student.*

**School Investigation:** A school investigation is the process used by the Title IX representatives to examine allegations or complaints of sexual discrimination or harassment in order to determine whether this policy has been violated, and if so, what steps the school may propose and/or take to correct and address such a violation. School investigations are an administrative proceeding and not a legal one. School based investigation determine whether policy has been violated, not whether the law has been violated or broken.

**Jurisdiction:** The school is only responsible for addressing sexual discrimination or harassment that occurs under an education program or activity. Title IX does not apply to incidents occurring outside the United States, such as during a study abroad trip.

**Notification:** Notification takes place when written communications to a complainant or respondent are properly addressed when sent to the address given in the complaint or the last address on record of the complainant and respondent. Notification may also take place on the date any document is sent by electronic mail and/or facsimile, to the complainant or respondent when properly addressed.

**Prohibited Conduct:** Includes sexual conduct, discrimination, harassment, and/or retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

**Respondent:** Respondent means the person designated to respond to a complaint. Generally the respondent would be the person alleged to be responsible for the prohibited discrimination or harassment alleged in a complaint. The term "Respondent" may be used to designate persons with direct responsibility for a particular action.