



INSTITUTIONAL COMPLIANCE SOLUTIONS

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Institutional Compliance Solutions

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FOUNDATIONS OF TITLE IX: TRAINING FOR NEW HIGHER ED 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.”

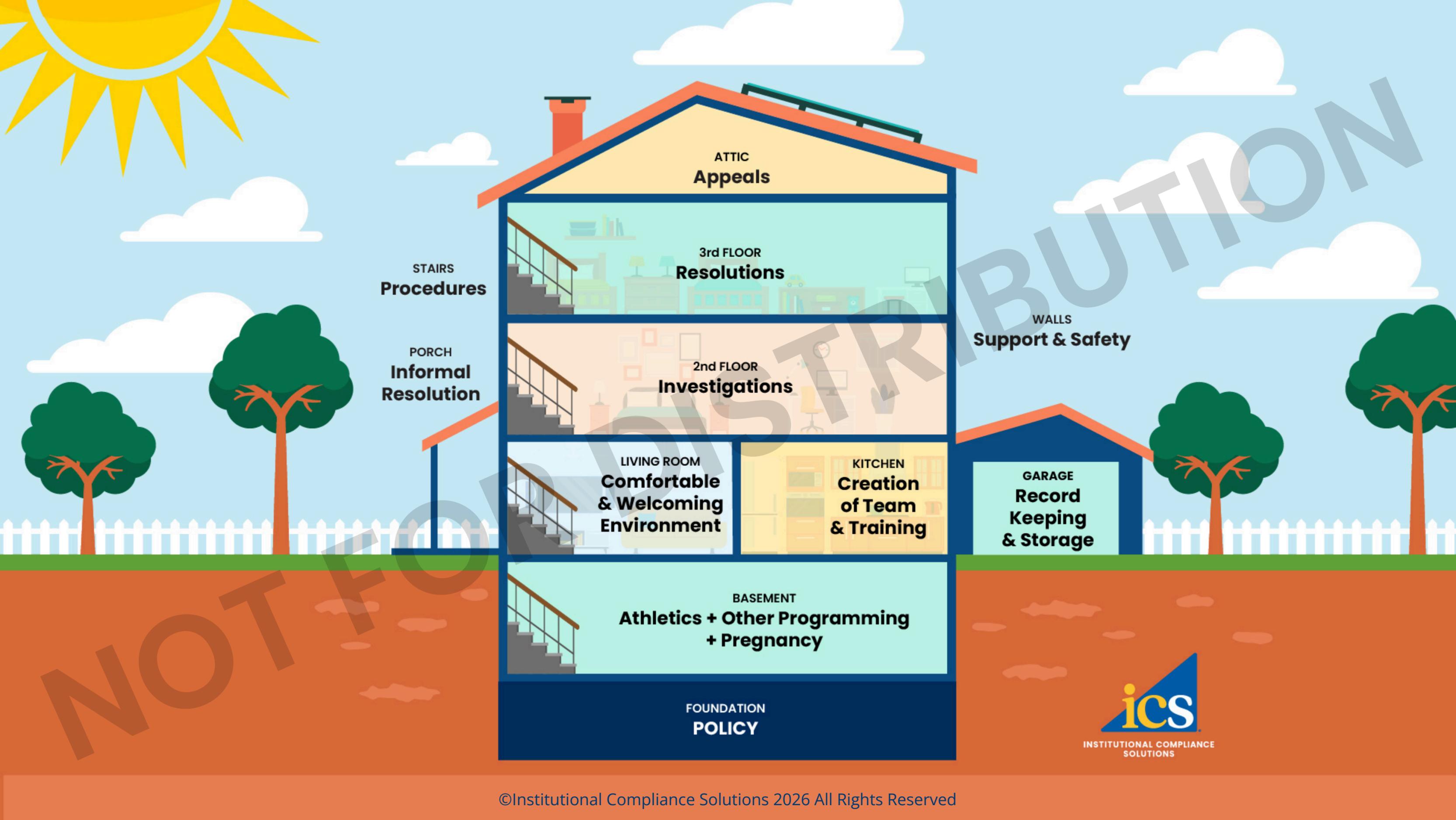




Compliance + Compassion

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

- **Impact > Intent**



ATTIC
Appeals

3rd FLOOR
Resolutions

2nd FLOOR
Investigations

LIVING ROOM
**Comfortable
& Welcoming
Environment**

KITCHEN
**Creation
of Team
& Training**

GARAGE
**Record
Keeping
& Storage**

BASEMENT
**Athletics + Other Programming
+ Pregnancy**

FOUNDATION
POLICY

STAIRS
Procedures

PORCH
**Informal
Resolution**

WALLS
Support & Safety



INSTITUTIONAL COMPLIANCE
SOLUTIONS



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 - Internal understanding
- 2** 60 days - Directly connected and around
- 3** 90 days - Students 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

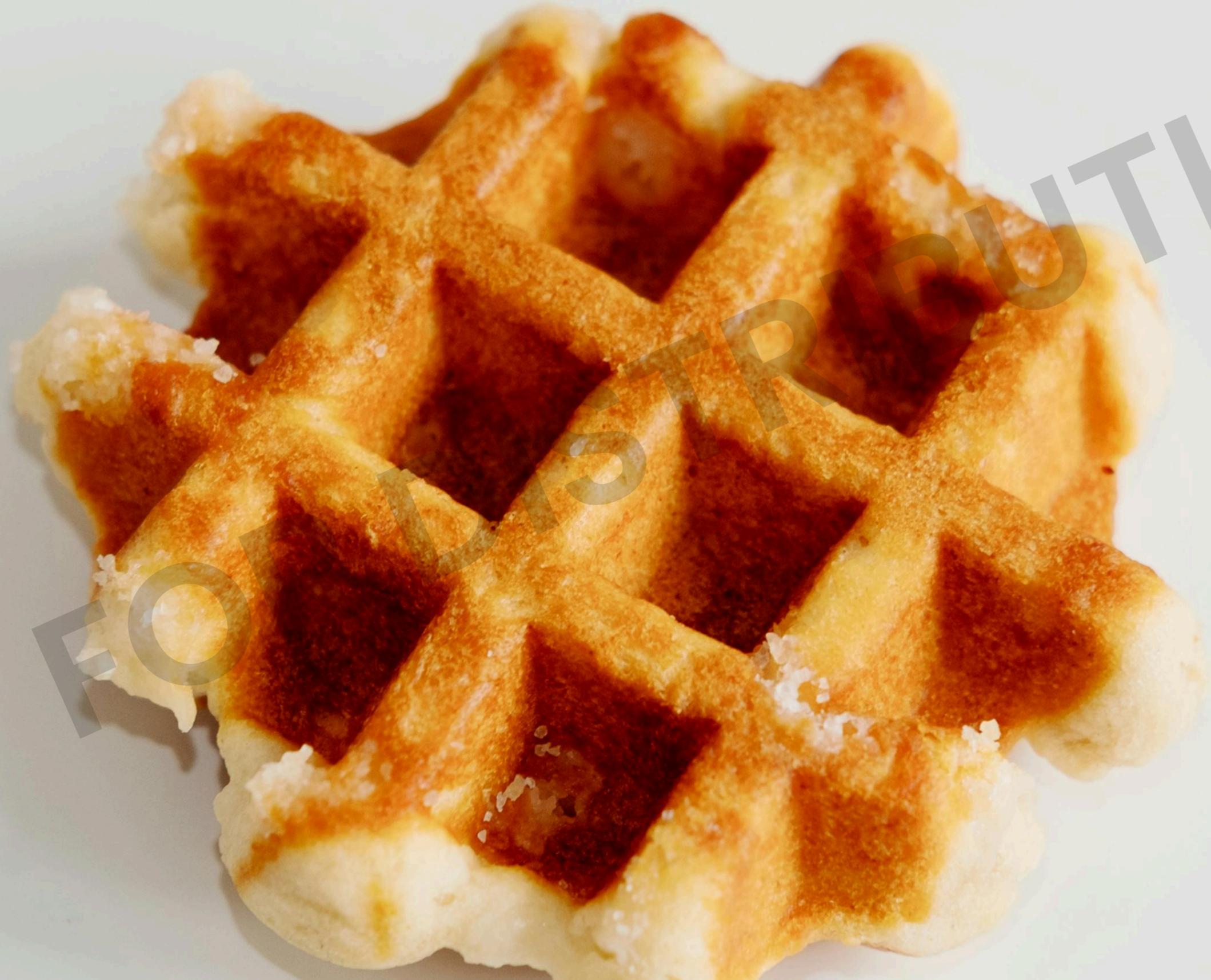


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UPKEEP REQUIRES UNDERSTANDING

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







5 Steps

1

Policy

2

Team

3

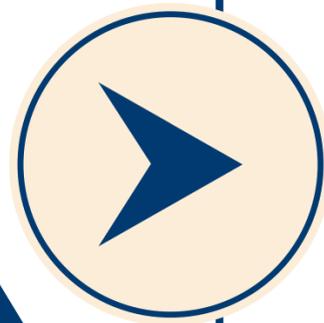
Training

4

Response

5

Prevention



Policy



Search...



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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



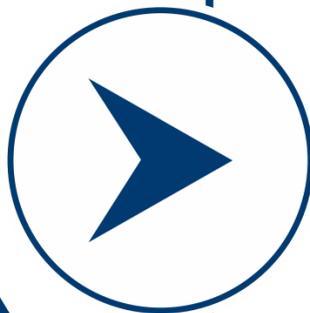
Independent person

- Someone with no prior knowledge of the policy



Draw a flowchart

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



Team



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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

03

Deputies

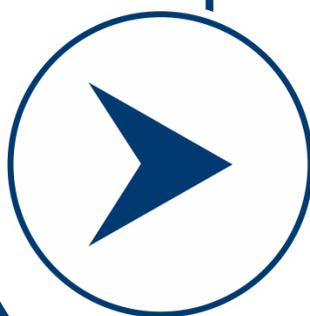
- Athletics
 - Compliance+ reporting
 - NCAA
- Directors
- Divisions

04

Students/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
- Institutional 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?



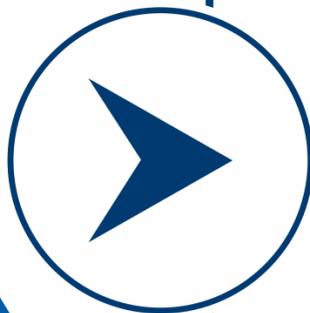
People

- 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 SEXUAL HARASSMENT

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

Notice of Allegations

Investigation

- Interview Parties / Witnesses
- Gather Evidence

Informal Resolution

- Signed Agreement to Enter
- Signed Agreement to Resolution

Evidence Review & Response

- Directly Related
- 10 Days

Report Review & Response

- Summary of Relevant Evidence
- 10 Days

Live Hearing w/Cross Exam

Determination

Appeal

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2020 Sexual Harassment



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

Specific Offenses

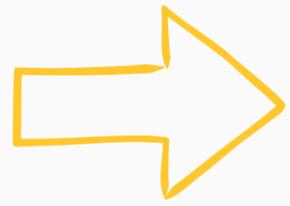
1. Sexual Assault

- a. Rape
- b. Fondling/Criminal Sexual Contact
- c. Incest
- d. Statutory Rape

2. Dating Violence

3. Domestic Violence

4. Stalking



Report / Notice Received

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Report / Notice Received



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Report / Notice Received



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Not Title IX

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Report / Notice Received



Title IX



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Unclear

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to gather more information

Not Title IX

High kick to appropriate process

No Formal
Complaint

- Supportive
Measures Only

Report / Notice Received



Title IX



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- Supportive Measures Only

Formal Complaint

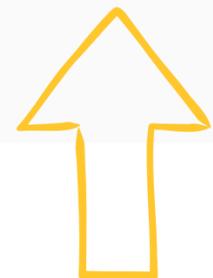
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Notice of Allegations

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Investigation

- Interview Parties / Witnesses
- Gather Evidence

Informal Resolution

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Notice of Allegations

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- Interview Parties / Witnesses
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Informal Resolution

Evidence Review & Response

- Directly Related
- 10 Days

Report Review & Response

- Summary of Relevant Evidence
- 10 Days



Notice of Allegations

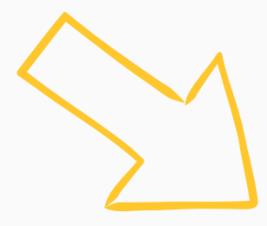
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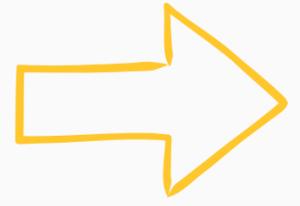
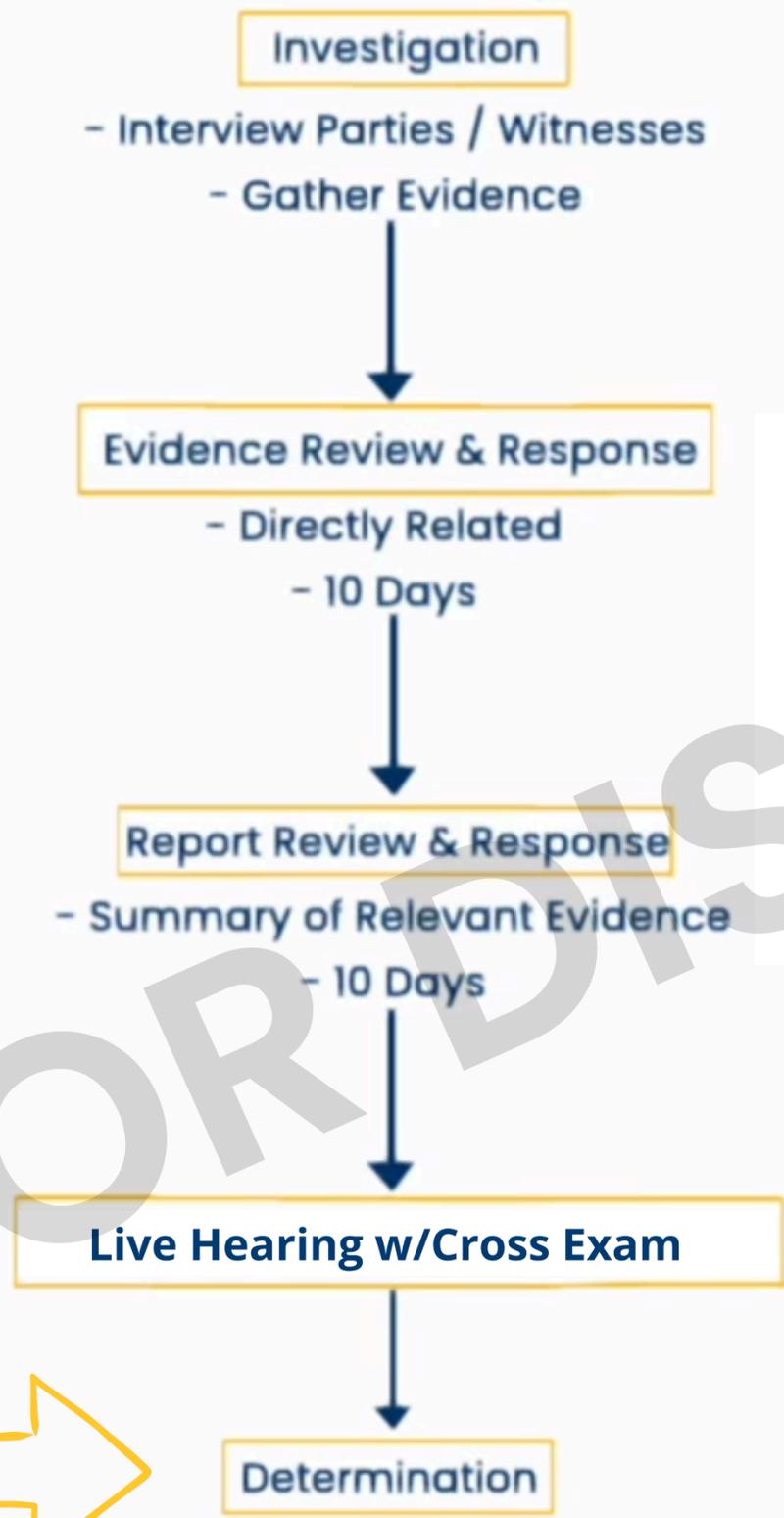
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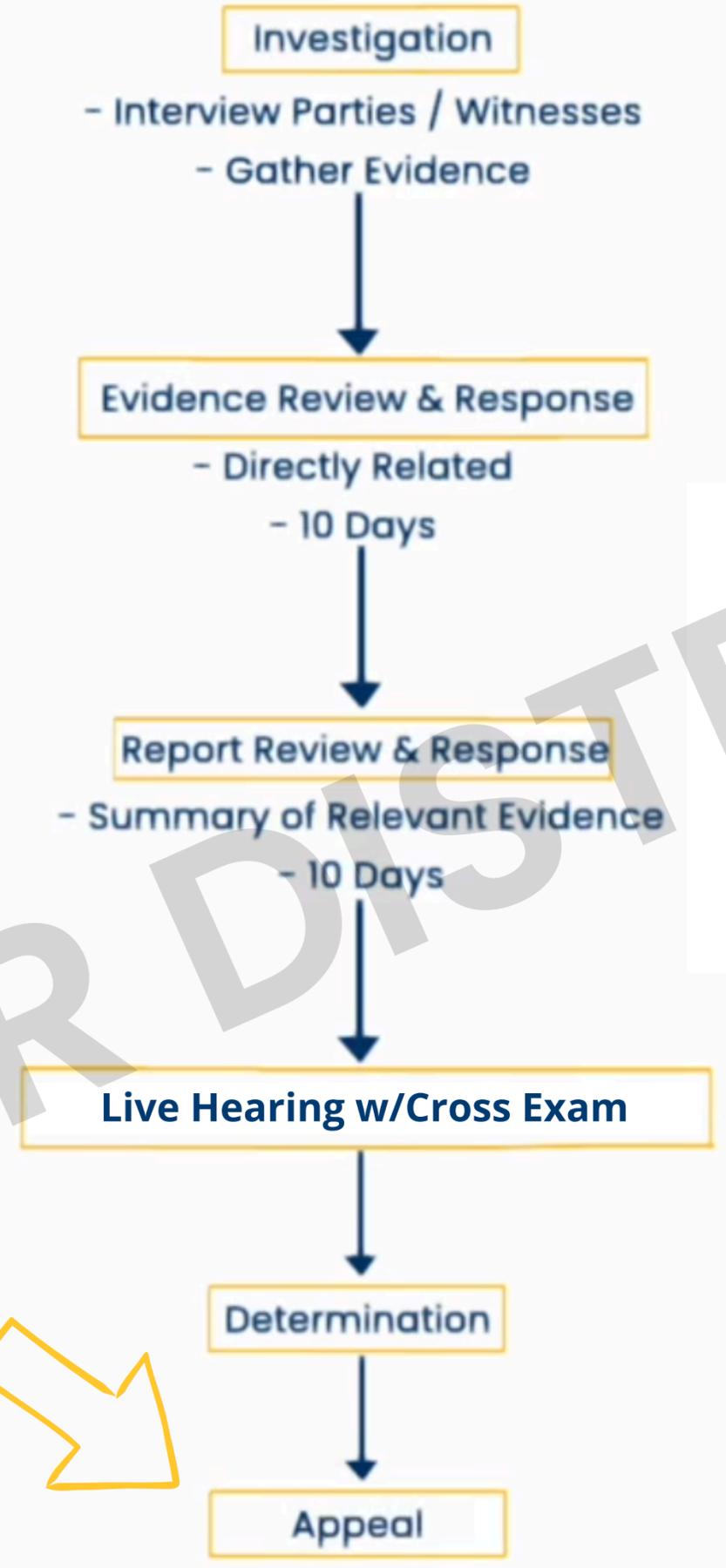
Live Hearing w/Cross Exam

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Determination

Appeal

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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

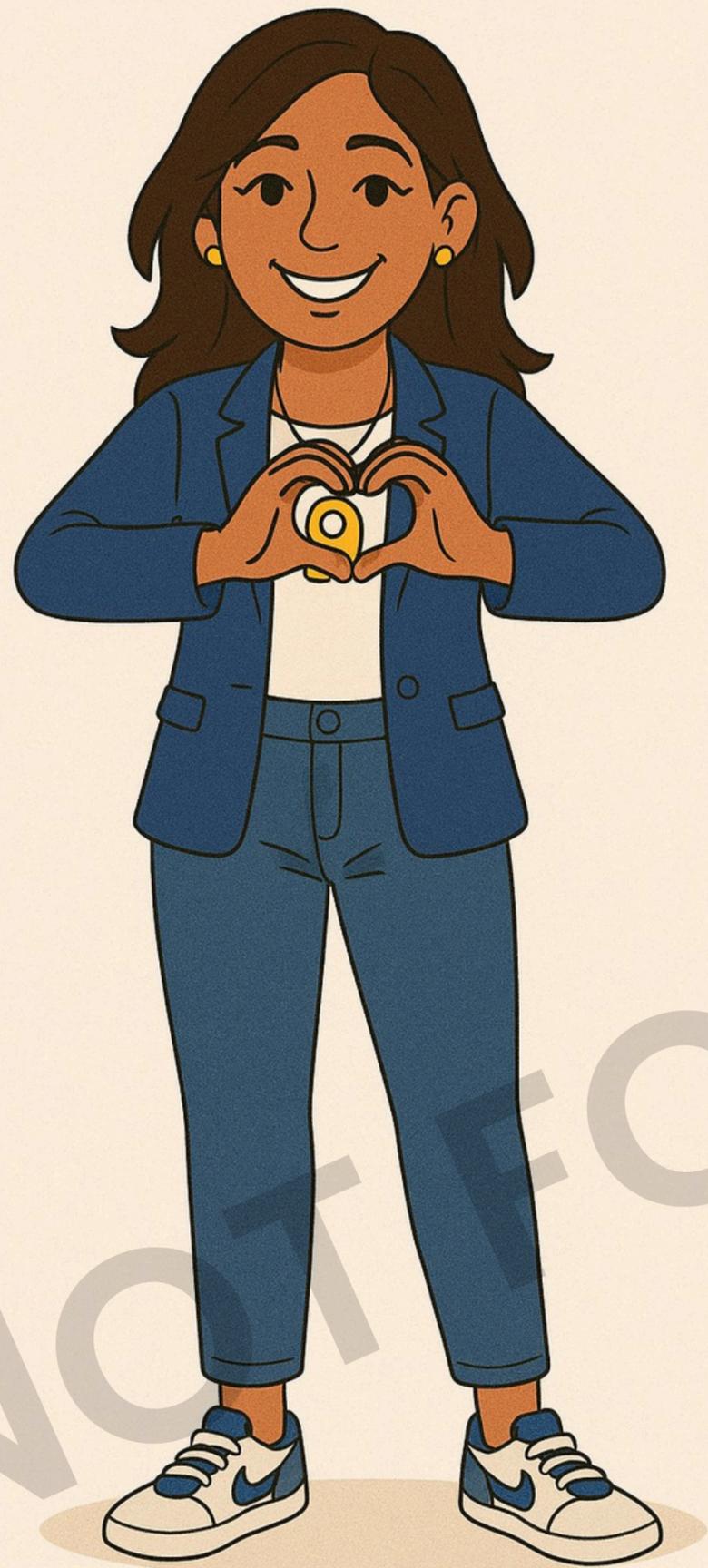
- Where can you meet your students?
- Cringe vs. Connected



Show your work

- Use data to demonstrate





Compliance + Compassion

1

The Formula

2

The Impact

3

The Environment

The Magic Formula

Kindness

+

Transparency

+

Patience



Brené Brown on Empathy

RSA
Copy Link



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









Residence Hall

Day

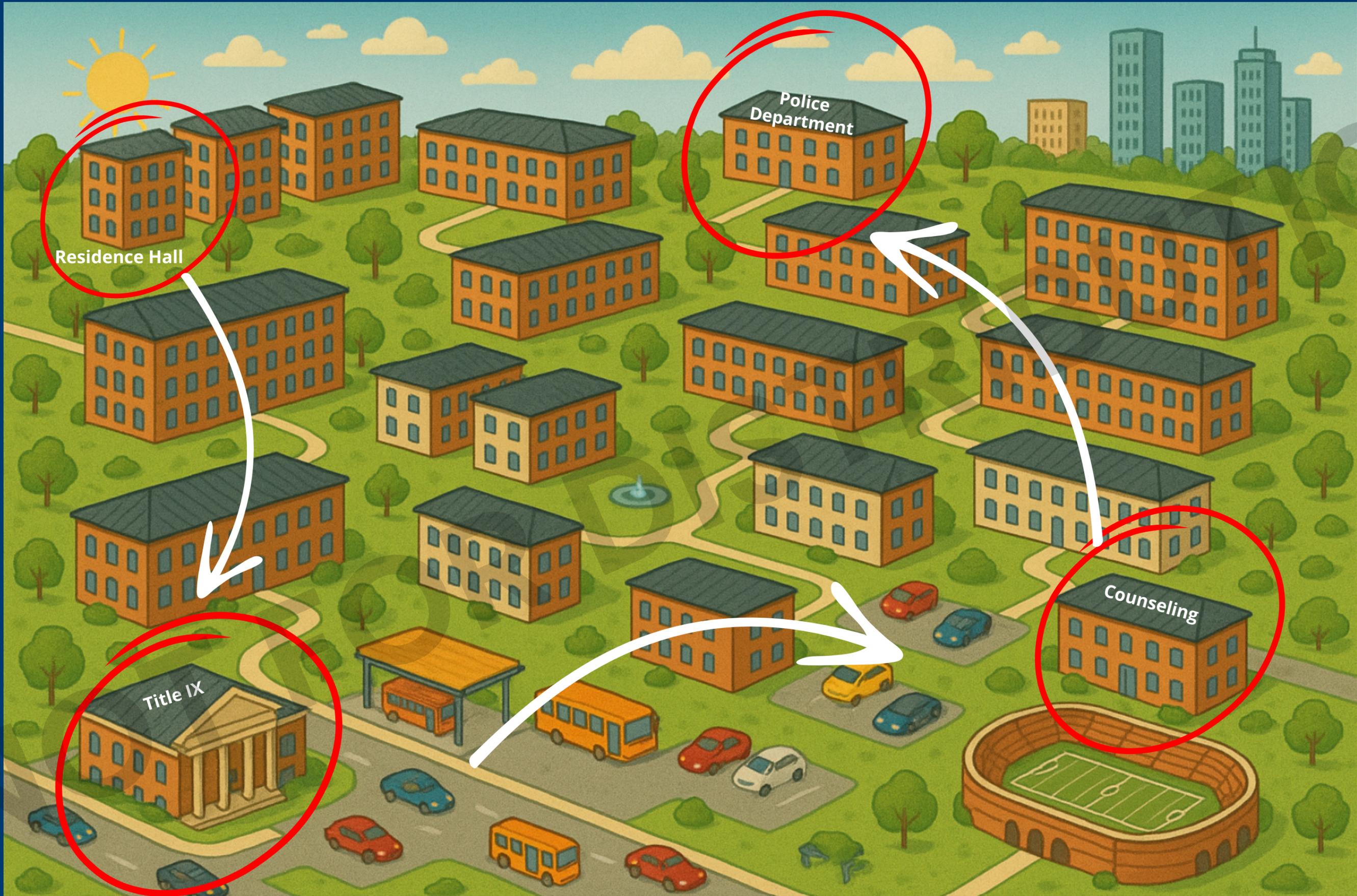
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Residence Hall

Title IX







Day

1



Day
1



Residence Hall



Residence Hall

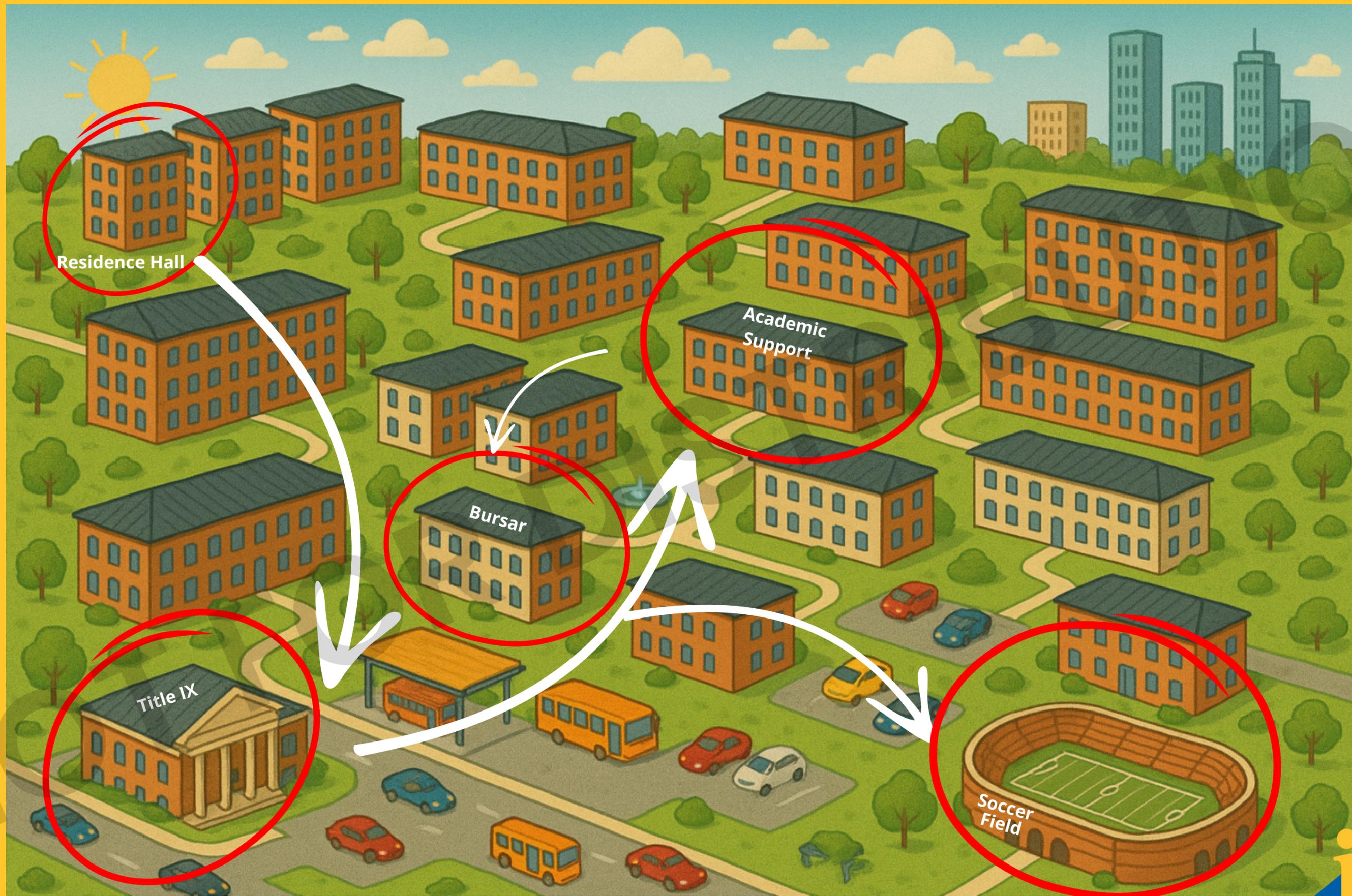
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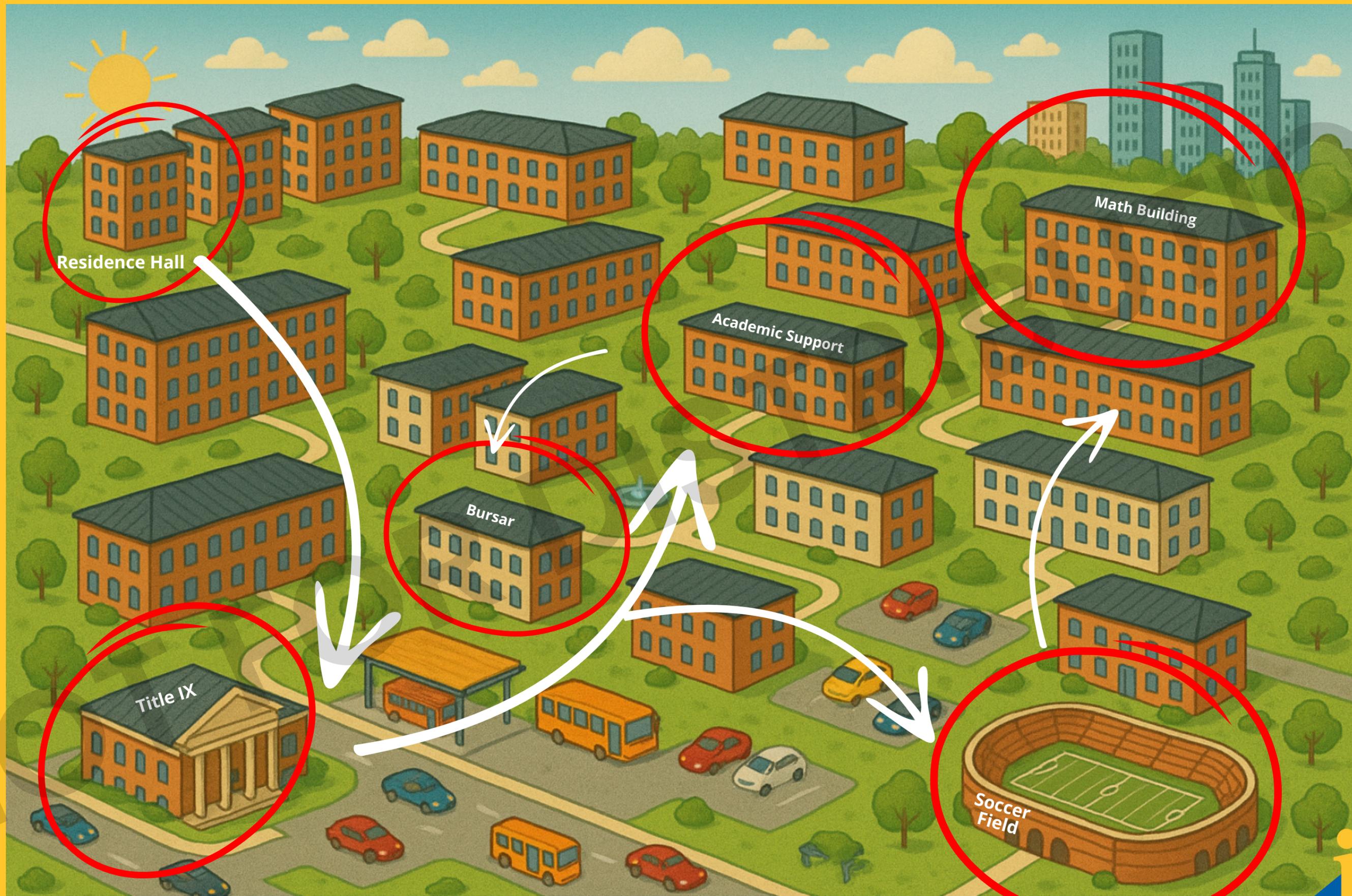
Counseling

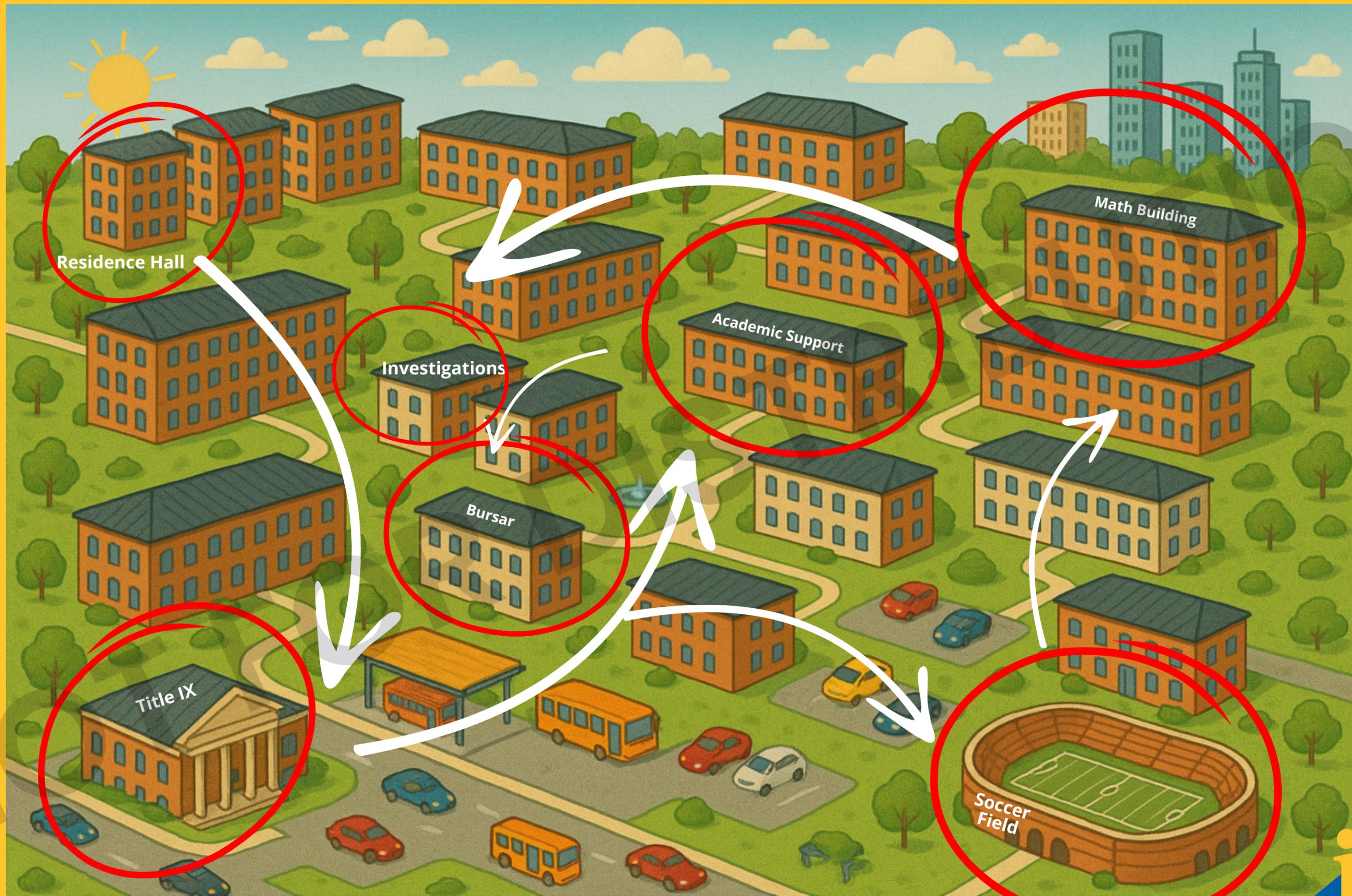


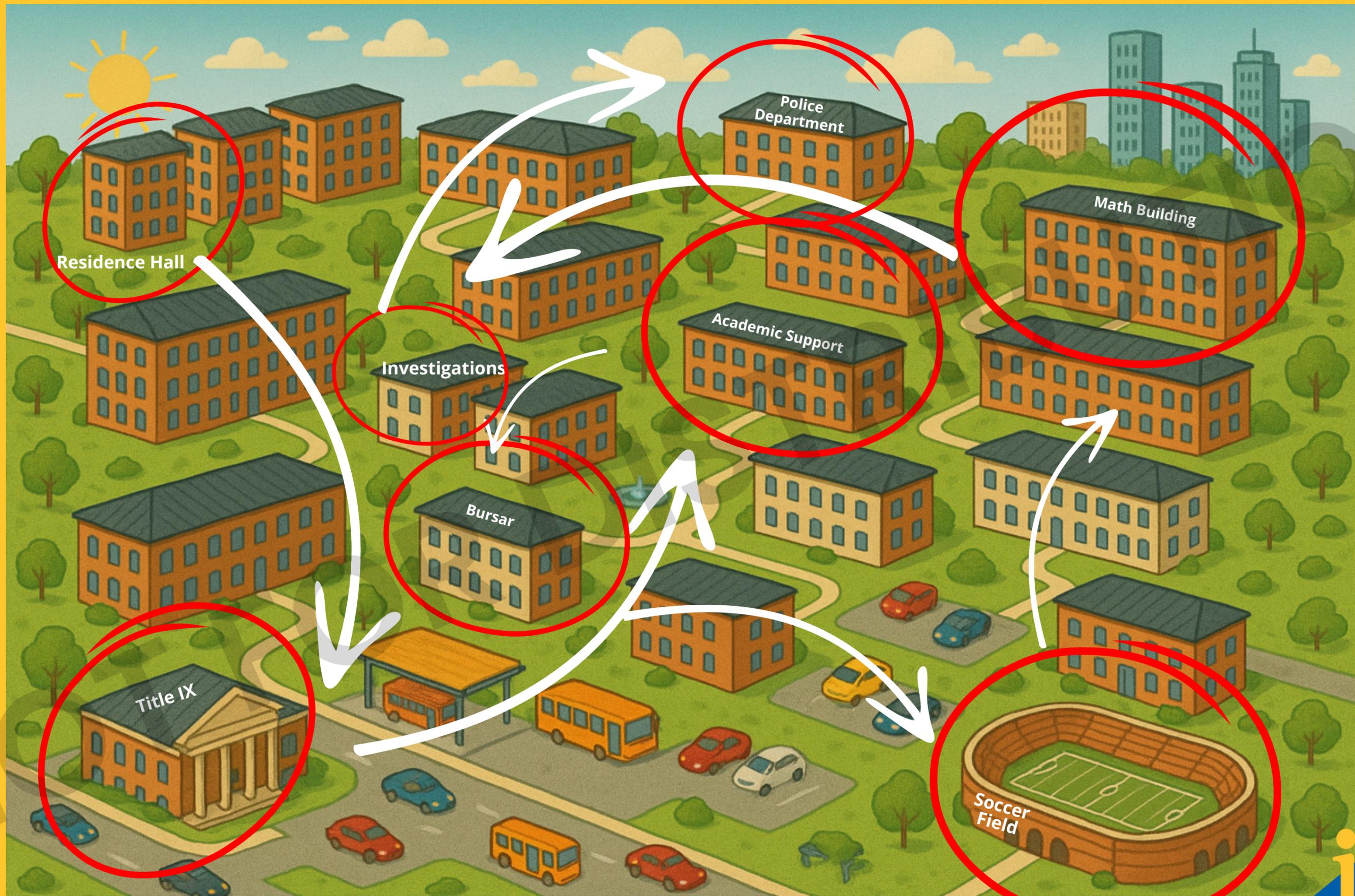
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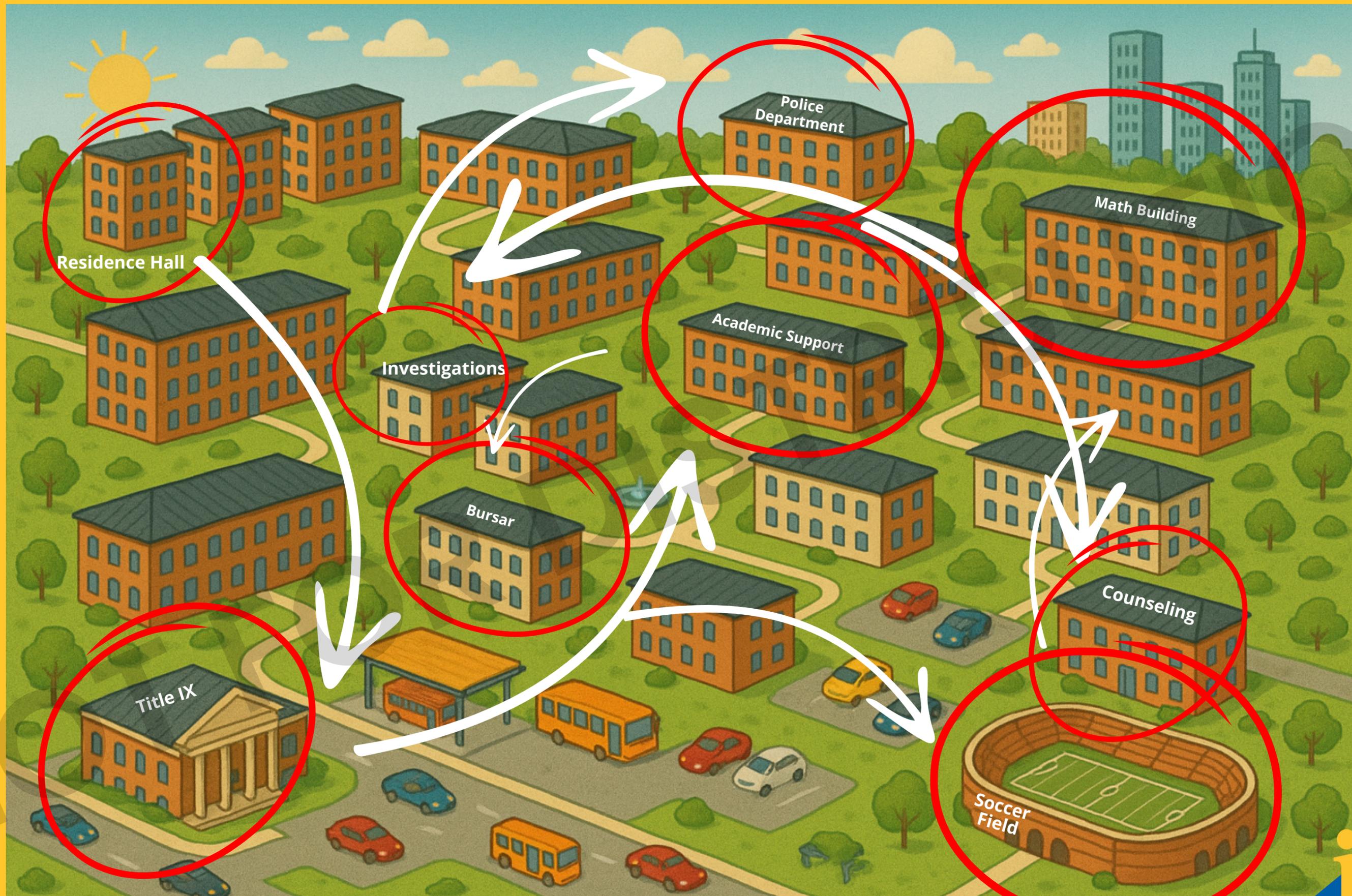


















Day

3



Day

4



Day

5

NC



Residence Hall

Apartment

Day

6

M

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

OR SOMETHING COMPLETELY DIFFERENT...



FIRE

**PULL
DOWN**

PRP

NOT FOR DIS



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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.**





**YOU'VE
GOT THIS!**



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