



INSTITUTIONAL COMPLIANCE SOLUTIONS

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**2020 TITLE IX
REGULATIONS
REFRESHER
K-12/*FALL 2026***



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.



BEFORE WE GET STARTED...

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



AGENDA

01 Introduction and Overview

02 Foundational Principles

03 Sexual Harassment - The What and Who

04 Sexual Harassment - The Where

05 Title IX Formal Grievance Process

06 Policy, Team, Training

07 Final Reminders



COURSE APPROPRIATE FOR:

Title IX professionals who have already received *meaningful* training on the 2020 Title IX regulations.



REALITIES:

- ✓ Being asked to do more with less
- ✓ Compliance obligations continue to expand
- ✓ Expectations of community
- ✓ Increased reporting and documentation expectations
- ✓ Rapid changes in the federal enforcement landscape



ENFORCEMENT LANDSCAPE

- OCR continues to enforce Title IX under applicable regulations.
- ED and DOJ announced enhanced coordination through Interagency Agreements (IAAs).
- Institutions should expect greater coordination among federal agencies during investigations.
- Enforcement priorities continue to evolve.
- Best protection remains consistent compliance and strong documentation.
- Supreme Court update.
- Unified Agenda.



COURTS CONTINUE TO SHAPE THE COMPLIANCE LANDSCAPE/SUPREME COURT HIGHLIGHTS

- ✓ The Supreme Court decided fewer full merits cases than in prior Terms, but emergency ("shadow docket") decisions continue to have significant practical impact.
- ✓ Several decisions reinforce increased judicial scrutiny of federal agency actions.
- ✓ Recent education-related decisions, including the emergency order involving transgender participation in athletics, demonstrate that courts continue to influence how Title IX issues develop while litigation proceeds.
- ✓ Institutions should expect enforcement priorities, litigation, and court decisions to continue evolving alongside the regulations.



WHAT DOES THIS MEAN FOR YOUR DISTRICT?

Continue	Expect	Focus
<ul style="list-style-type: none">• Follow applicable regulations• Provide support• Conduct fair and equitable processes• Document decisions	<ul style="list-style-type: none">• Increased federal coordination• Greater scrutiny of documentation• Continued elevation of enforcement priorities	<ul style="list-style-type: none">• Consistency• Collaboration• Documentation• Training



TITLE IX FOUNDATIONAL PRINCIPLES





NOT FOR DISTRIBUTION



**ACCESS IS
MORE THAN
JUST NOT
GOING TO
SCHOOL...**



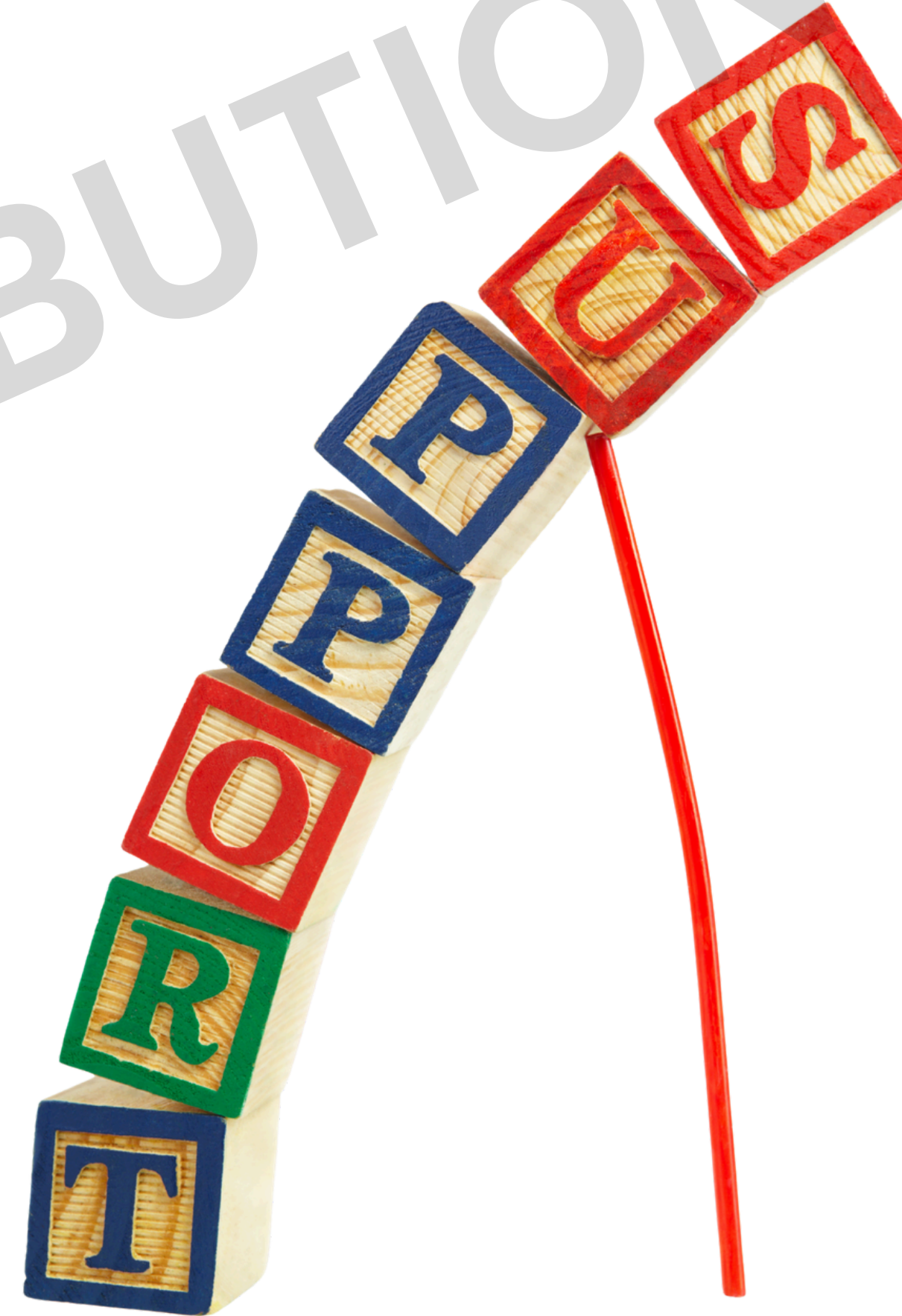
FAIR AND EQUITABLE PROCESS

UNFAIR

FAIR



SUPPORT FIRST, SUPPORT ALWAYS



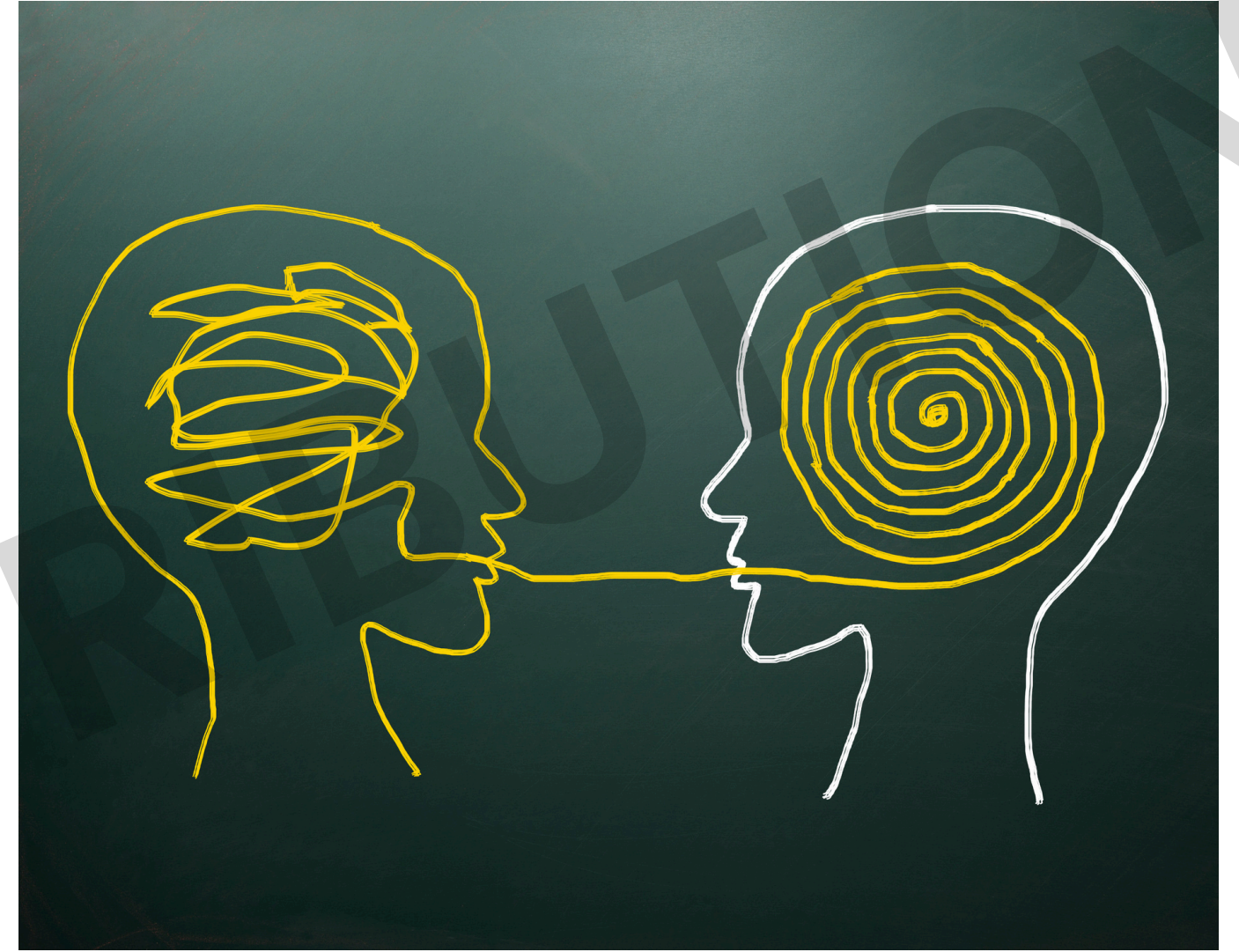
WHAT THIS LOOKS LIKE IN PRACTICE

- ✓ Empathy driven language/practices
- ✓ Education of community to ensure reports make it to Title IX office
- ✓ Individualized supportive measures revisited often and documented effectively

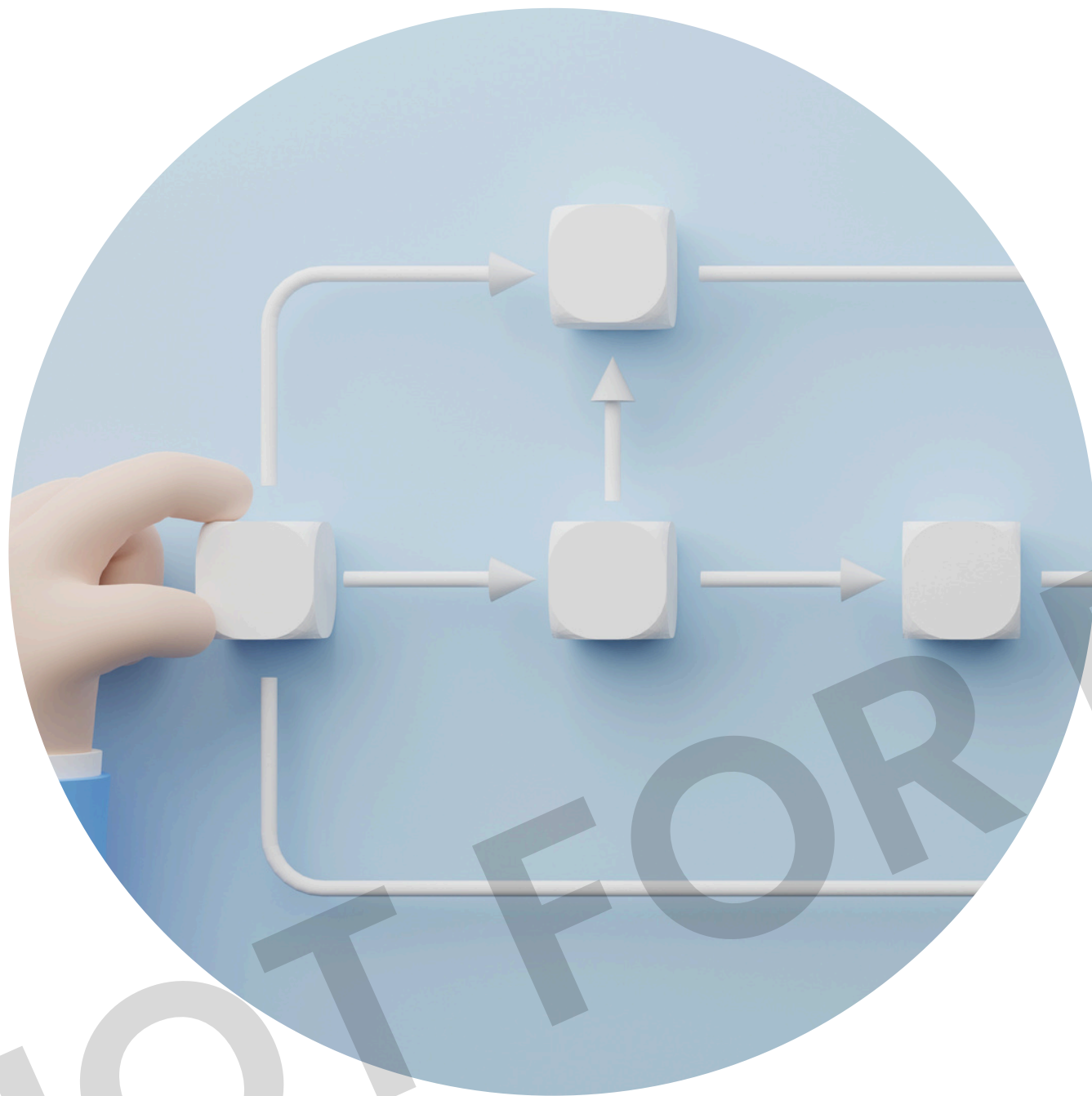


EXPLAIN SUPPORTIVE MEASURES TO EMPLOYEES EARLY AND OFTEN.

*Make sure they understand
BEFORE you ask them to
implement.*



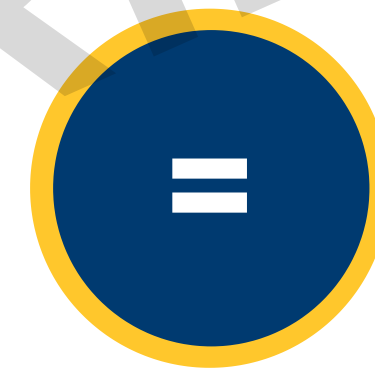
TITLE IX FORMAL GRIEVANCE PROCESS



**Title IX
Sexual
Harassment**



**Education
Program or
Activity**



**Formal
Grievance
Process**





THE WHO AND WHAT



“PARTIES” IN TITLE IX MATTER

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.



CONDUCT THAT INVOLVES:

1. Student on student
2. Employee on employee
3. Student on employee
4. Employee on student



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
 - c. Incest
 - d. Statutory Rape
2. Dating Violence
3. Domestic Violence
4. Stalking

SEXUAL ASSAULT



- 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.

IMPORTANT UPDATE



In June 23, 2025, the FBI issued its annual update to the National Incident-Based Reporting System (NIBRS) User Manual. This update broadens the Title IX definition of "fondling." The new definition is:

- The intentional touching of the clothed or unclothed body parts without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation.
- The forced touching by the victim of the actor's clothed or unclothed body parts, without consent of the victim, for the purposes of sexual degradation, sexual gratification, or sexual humiliation.
- This includes instances where the victim is incapable of giving consent because of age or incapacity due to temporary or permanent mental or physical impairment or intoxication for the purpose of sexual degradation, sexual gratification, or sexual humiliation.
- **Talk with your Counsel/Coordinator and review your policies and procedures regarding your school's response to this change.**



DOMESTIC VIOLENCE:



Felony or misdemeanor crimes committed by a person who:

- Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction* of the recipient (school), or a person similarly situated to a spouse of the victim;
- Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; OR
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

DATING VIOLENCE:



A CRIME 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:

- Length of relationship
- Type of relationship
- Frequency of interaction between the persons involved in the relationship

STALKING:



Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

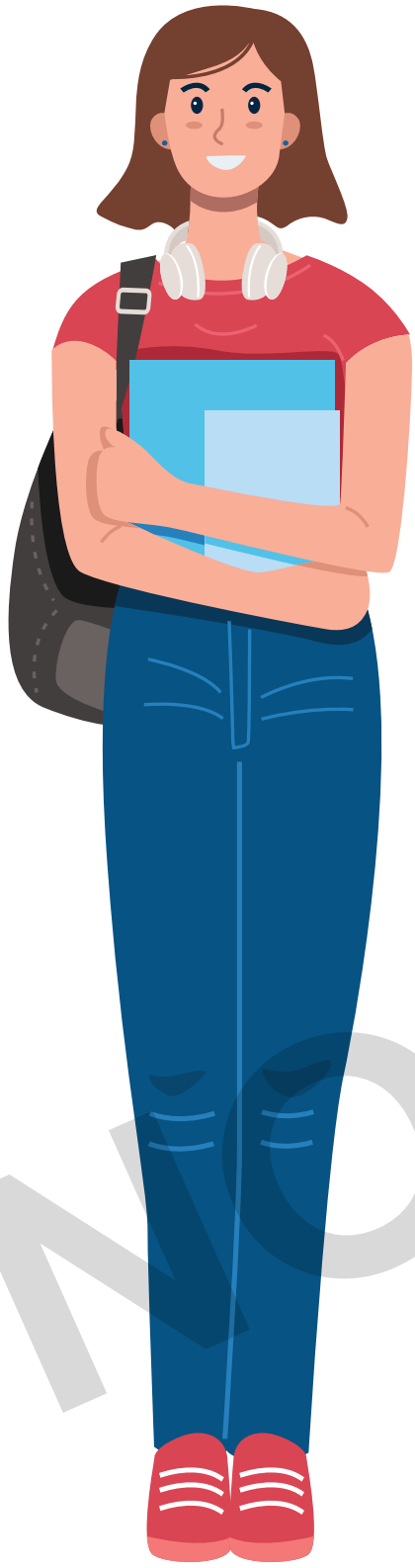
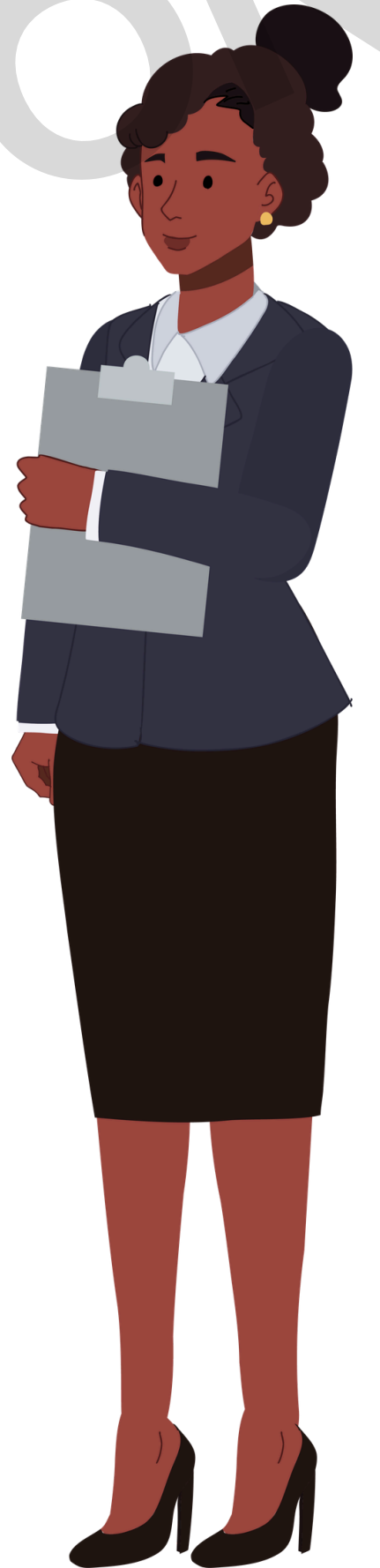
- *Fear for the person's safety or the safety of others OR*
- *Suffer substantial emotional distress*

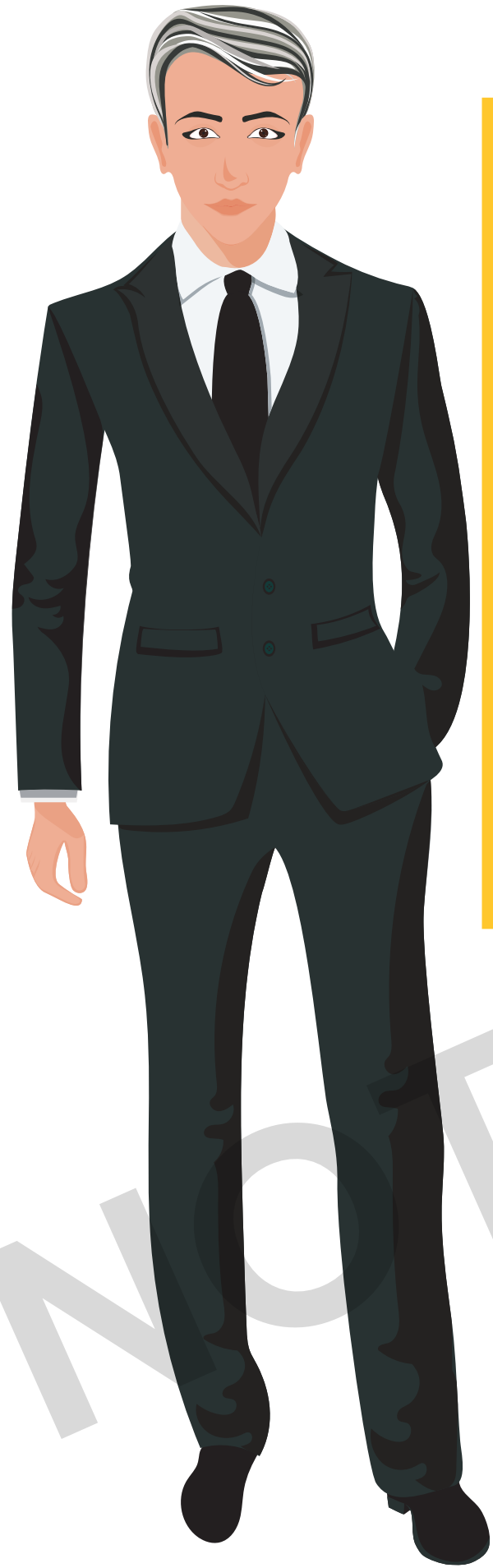


**PICK YOUR
BUCKET!**



A junior tells her teacher that another student used AI to create sexually explicit images that appear to depict her. The images were shared in a group text among several members of the football team. She is embarrassed and does not want to attend class. The teacher reports this to the Title IX Coordinator.





Ms. Johnson, a high school teacher, asks Jordan, a Senior, to have dinner with her after school. Jordan declines several times. A week later, Ms. Johnson tells Jordan, “You know, your recommendation letter for that scholarship would probably be stronger if we spent some time together after school.”



After Alex and Campbell break up, Campbell repeatedly waits outside of the residence hall for Alex and follows Alex to class. Campbell also sends Alex 70 texts in two days.





**Sam tells Rachael,
"You look hot
today."**



THE WHERE/ WHEN... JURISDICTION AND CONTROL



3 BUCKETS



**CONTROL OVER
RESPONDENT**



**CONTROL OVER
LOCATION / EVENT**



TITLE IX

**IF IT HAPPENS AT YOUR SCHOOL OR
INSTITUTION, AND YOU HAVE CONTROL
OVER THE RESPONDENT, IT FALLS WITHIN
YOUR JURISDICTION**

Ex: Parks and Rec baseball practice at the school

HOW IS YOUR SCHOOL HANDLING OFF-CAMPUS SEXUAL HARASSMENT?

- **STUDENT CODE OF CONDUCT?**
- **SAME PROCESS?**
- **SOMETHING ELSE?**

Spencer and Fiona attend a party outside of school. Fiona alleges sexual intercourse without consent.



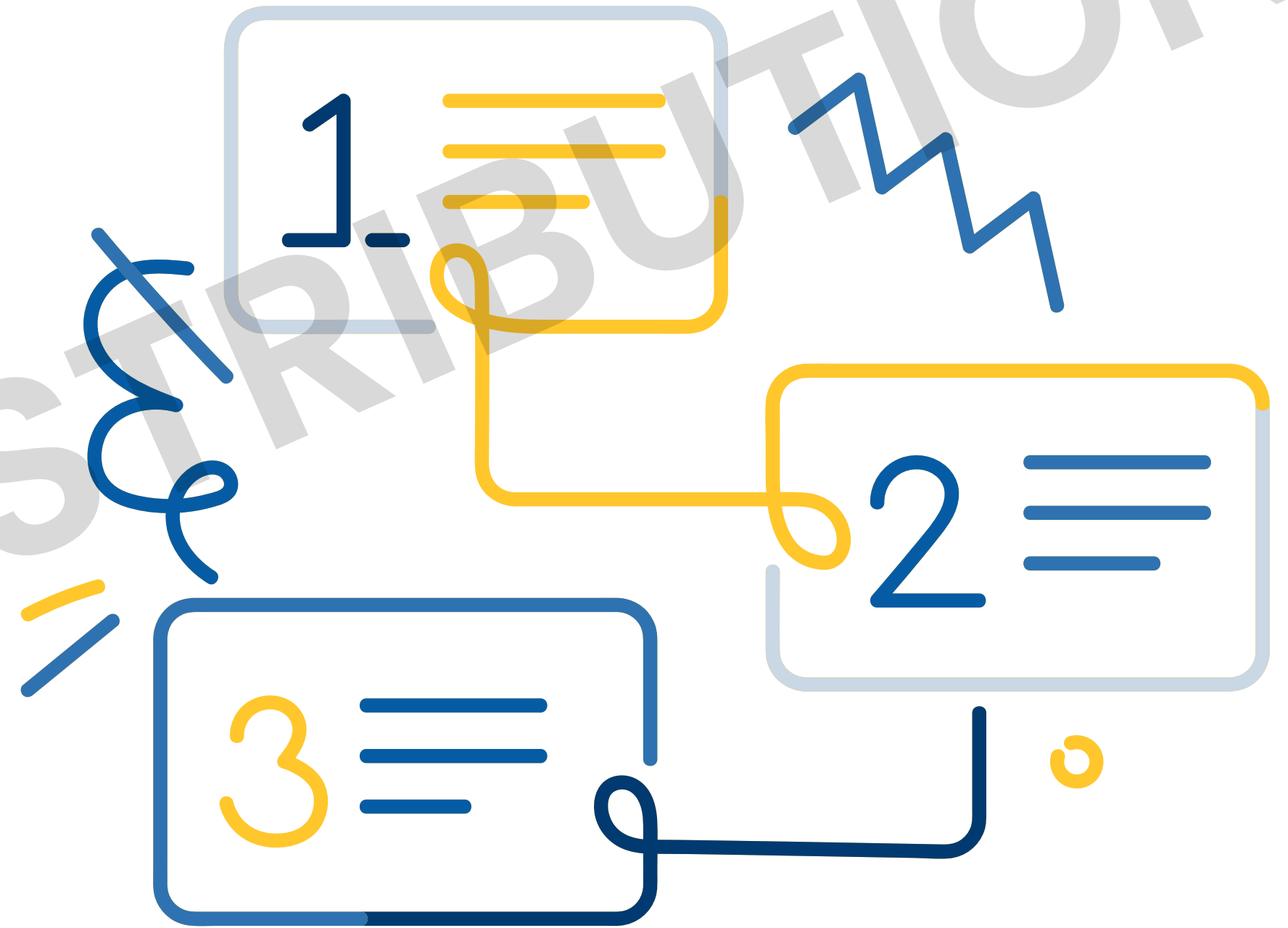


Two students from your district travel to Florida for spring break with friends. During the trip, one student reports the other sexually assaulted them in their private Airbnb.

A high school's student council holds a weekend leadership retreat at an off-campus conference center. The school approved the event, staff members served as chaperones, and transportation was provided by the district. During the retreat, one student reports that another student engaged in conduct that rises to the level of sexual harassment.



The Formal Title IX Grievance Process – Overview

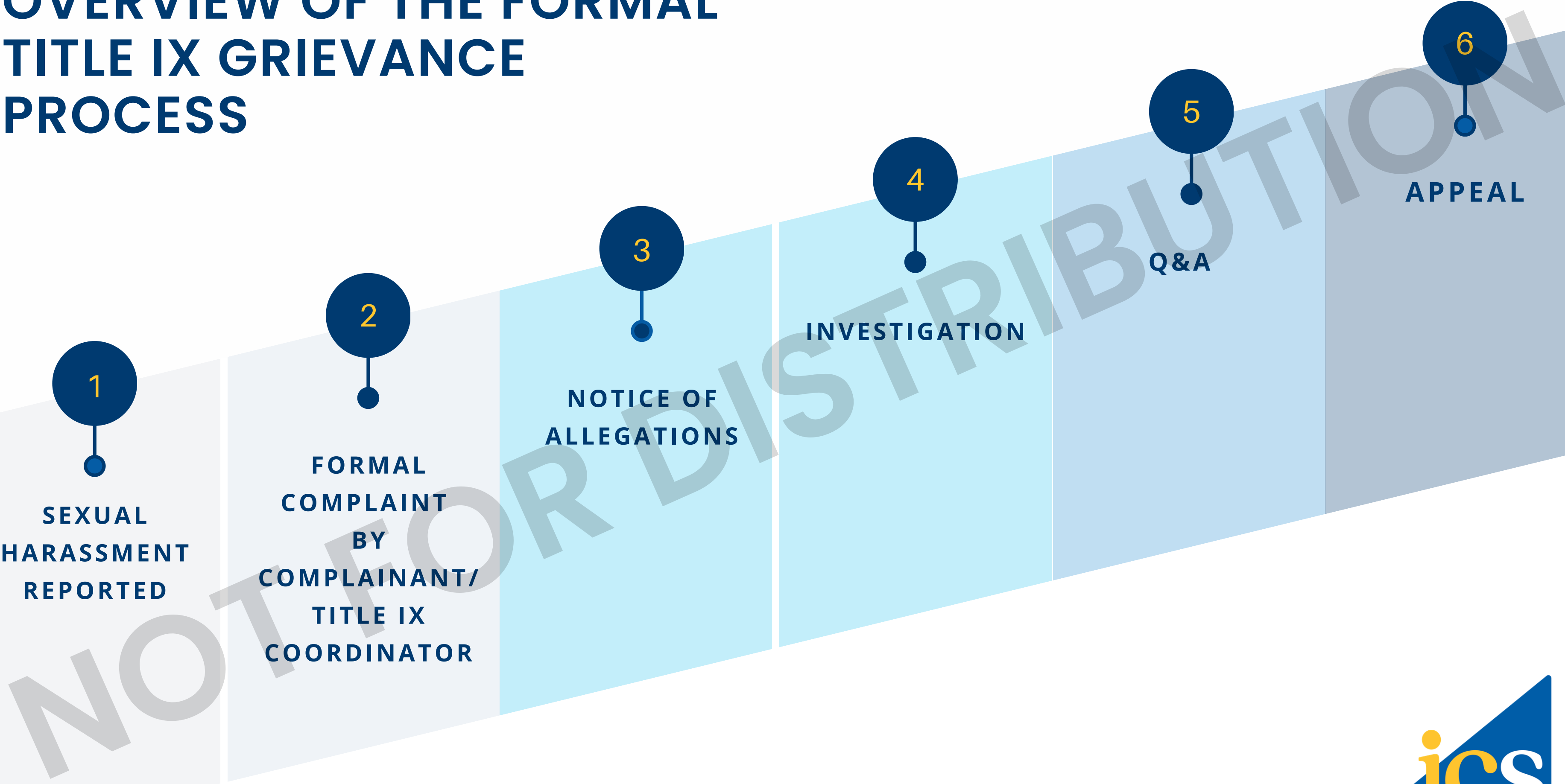


Language Matters

- Notice
- Determination
- Respondent
- Complainant
- Preponderance
- Formal Complaint
- Responsible
- Decision-maker



OVERVIEW OF THE FORMAL TITLE IX GRIEVANCE PROCESS



TRIAGE/EVALUATION

-  Responsibility of Title IX Coordinator or designee
-  No prejudgment of information provided
-  Determines pathway(s)

EVALUATE





Jordan, a sophomore, meets with the Title IX Coordinator and reports that a teacher repeatedly commented on Jordan's appearance and asked Jordan to dinner several times after being told no. The teacher also recently stated "I think spending some time together outside of class could really help your academic future." Jordan states, "I don't want to get anyone in trouble. I just want them to leave me alone." Jordan is not interested in going forward with the Title IX process or signing a Formal Complaint.



A high school counselor reports that three students have separately described similar concerning interactions with the same teacher over the past semester. None of the students want to participate in the Title IX process because they are afraid of retaliation and do not want their parents involved. The counselor provides the teacher's name but asks that the students' identities remain confidential.

TRAUMA INFORMED MEETING AND TRIAGE NECESSITIES

THE 4- C'S



Comfortable



Clear



Consistent



Convenient

TECHNOLOGY, AI, AND DIGITAL SEXUAL HARASSMENT



1. AI generated intimate images
2. Deepfakes
3. Fake text messages
4. Edited screenshots
5. Metadata
6. Preservation of digital evidence

INVESTIGATION



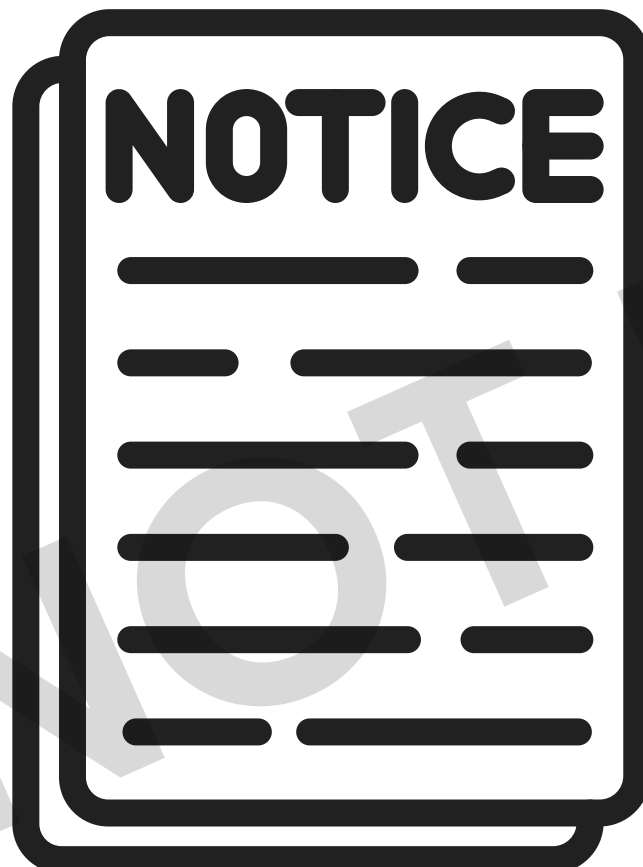
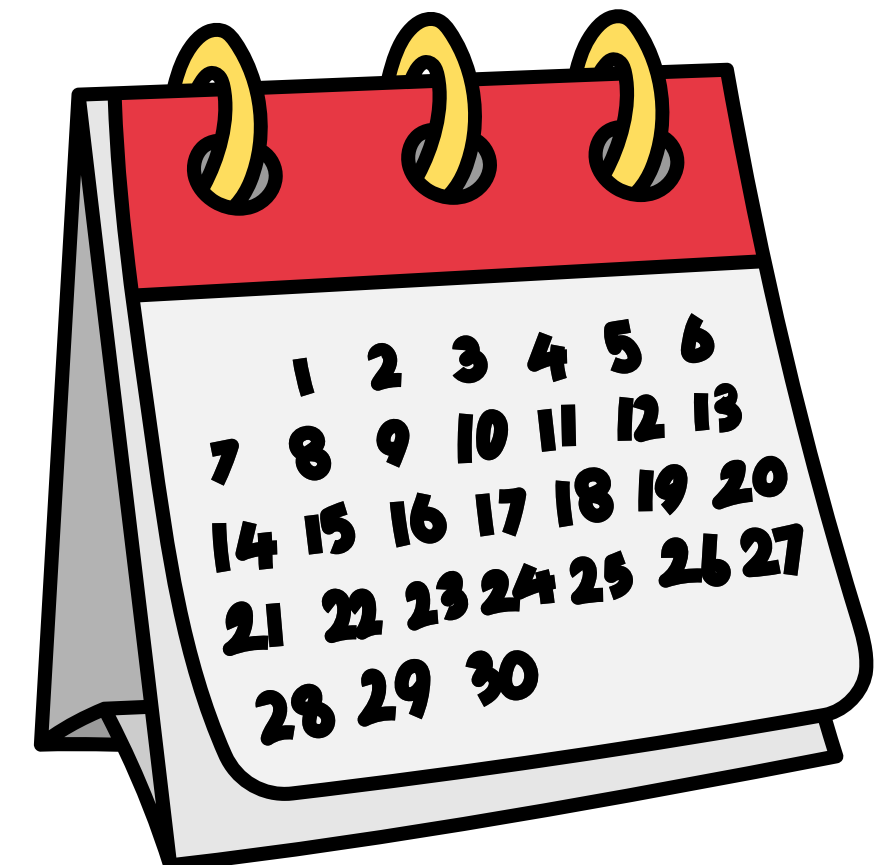


REMINDER!!!

- 👉 No Investigation before or without a Formal Complaint
- 👉 No Investigation without NOA
- 👉 NOA should be updated as needed and redistributed
- 👉 Document investigative decisions, not just evidence collected



Title IX Coordinator issues a Notice of Allegations stating that the Respondent engaged in fondling during an on-campus event on September 15th. The investigator begins interviews, and the Complainant discloses for the first time that the Respondent also sent sexually explicit text messages for several weeks before the event and that the event occurred on October 6th after looking at their calendar closer.





REMINDER!!!

Re: Advisors



Entitled to an advisor of choice



Participation is dictated by policies and procedures



RESOLUTION

Introduction
to the
parties

1

Q&A

2

Ultimate
determination
of relevance

3

Determination
(+sanctions)

4





REMINDER!!!

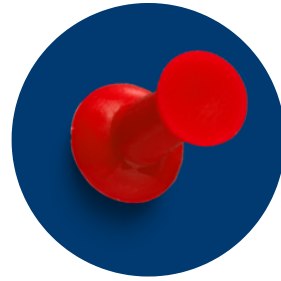


Investigator cannot be
the Decision-Maker

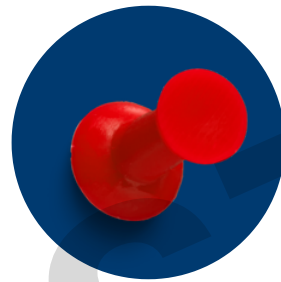




SPECIAL NOTE FOR K-12



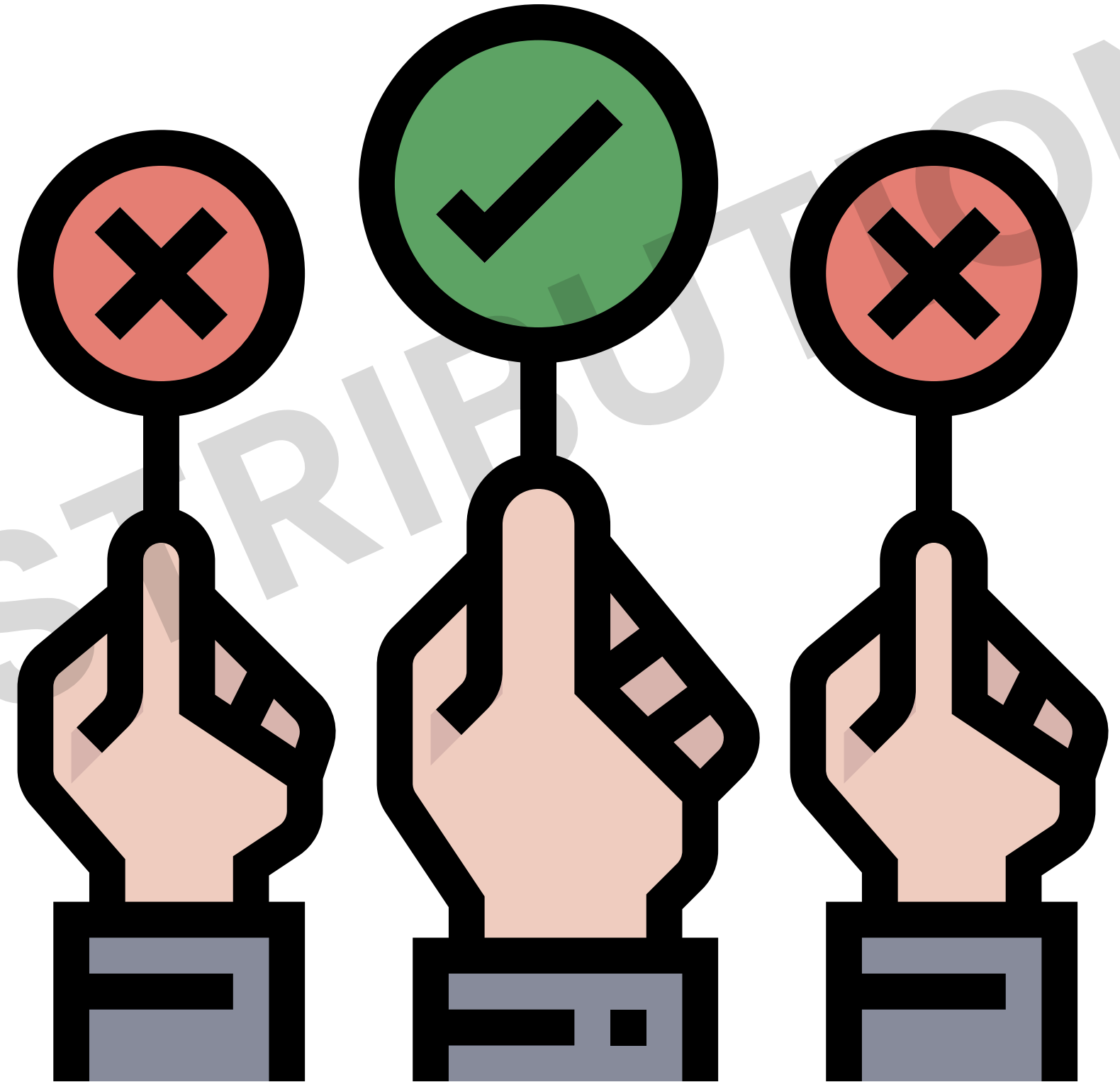
Right to an advisor



Parent/Guardian
participation

APPEAL

(options & gatekeeping)



INFORMAL RESOLUTION

- Can occur anytime after Formal Complaint but before Determination
- Cannot offer in employee on student matters
- Notice of Informal Resolution required



RETALIATION

- Retaliation prohibited in the regulations.
- Allegations of retaliation do not have to go through the Formal Grievance Process.
- Faculty lowering participation effort after a report.
- Removing committee assignments.
- Teammates excluding complainant.
- Student workers losing hours.
- Social media campaigns.



EMERGENCY REMOVAL

- Ensures access for students to education program/activity except in exceptional circumstances
- Should not be used if there are other less restrictive means available
- Can happen any time in the process
- Should be determined by Coordinator
- Failure to use this process will be discipline of a Respondent in violation of Title IX



ADMINISTRATIVE LEAVE

- For employee respondents
- Paid leave





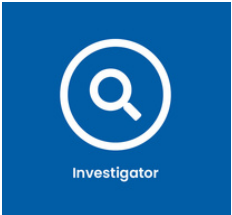
POLICY, TEAM, TRAINING



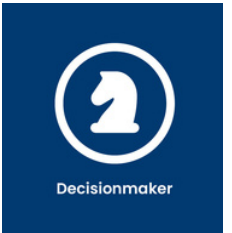
TITLE IX TEAM



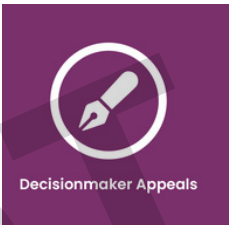
Title IX Coordinator



Investigator(s)



Decision-Maker(s)



Appellate Decision-Maker(s)



Informal Resolution Facilitators?



COMPOSITION IS KEY

- The composition of the team SHOULD be different at each school
- There is not one RIGHT way to create a team



Collaborative



Flexible



Committed



Kind



Dynamic

TITLE IX COORDINATOR IS YOUR RESOURCE ON QUESTIONS

Need to be trained on YOUR specific policies and procedures.



**BE SURE YOU
HAVE CLARITY
ON YOUR ROLE
IN COMPLIANCE**



NOT FOR REPRODUCTION



TITLE IX TEAM

- ▶ Must be trained
- ▶ Free from conflict of interest/bias



PLAN NOW FOR...



ABSENCES



CONFLICTS



**RESOURCE
ISSUES**

...THAT MAY ARISE LATER

RECORDKEEPING



- Specific obligations to maintain records for seven years.
- You play an important part in the school complying with this mandate.



POLICIES AND PROCEDURES



- Roadmap for your Title IX Team
- Roadmap for the parties
- Provides transparent expectations for school community
- REQUIRED

Title IX Coordinator
Notification, Dissemination, and Publication Checklist
Section 106.8

- ☐ **1. Prepare the following information related to Title IX Coordinator:**
- Name OR Title
 - Office Address
 - E-mail Address
 - Telephone Number
- ☐ **2. Prepare the following notifications:**
- The institution does not discriminate on the basis of sex
 - The institution is required by Title IX not to discriminate on the basis of sex
 - The requirement not to discriminate based on sex extends to admission and employment
 - Inquiries should be referred to Title IX Coordinator
- ☐ **3. Prepare the following:**
- Institution's grievance procedures and process
 - How to report or file a complaint of sex discrimination
 - How to file a Formal Complaint of Sexual Harassment
 - How institution will respond to reports
- ☐ **4. Notify the following of the information in boxes 1-3:**
- Applicants for admission and employment
 - Students
 - Employees
 - Unions or professional organizations with collective bargaining or professional agreements
- ☐ **5. Publish/promptly display the information in boxes 1-3:**
- On website
 - In all handbooks/catalogs and make them available to those identified in box 4

COMMON POLICY DEFICIENCIES:



- Failure to fully provide all sexual harassment definitions
- Missing one or both 10-day review periods
- Not user friendly
- Failure to provide timeframes for Formal Grievance Process

REMINDER!!!

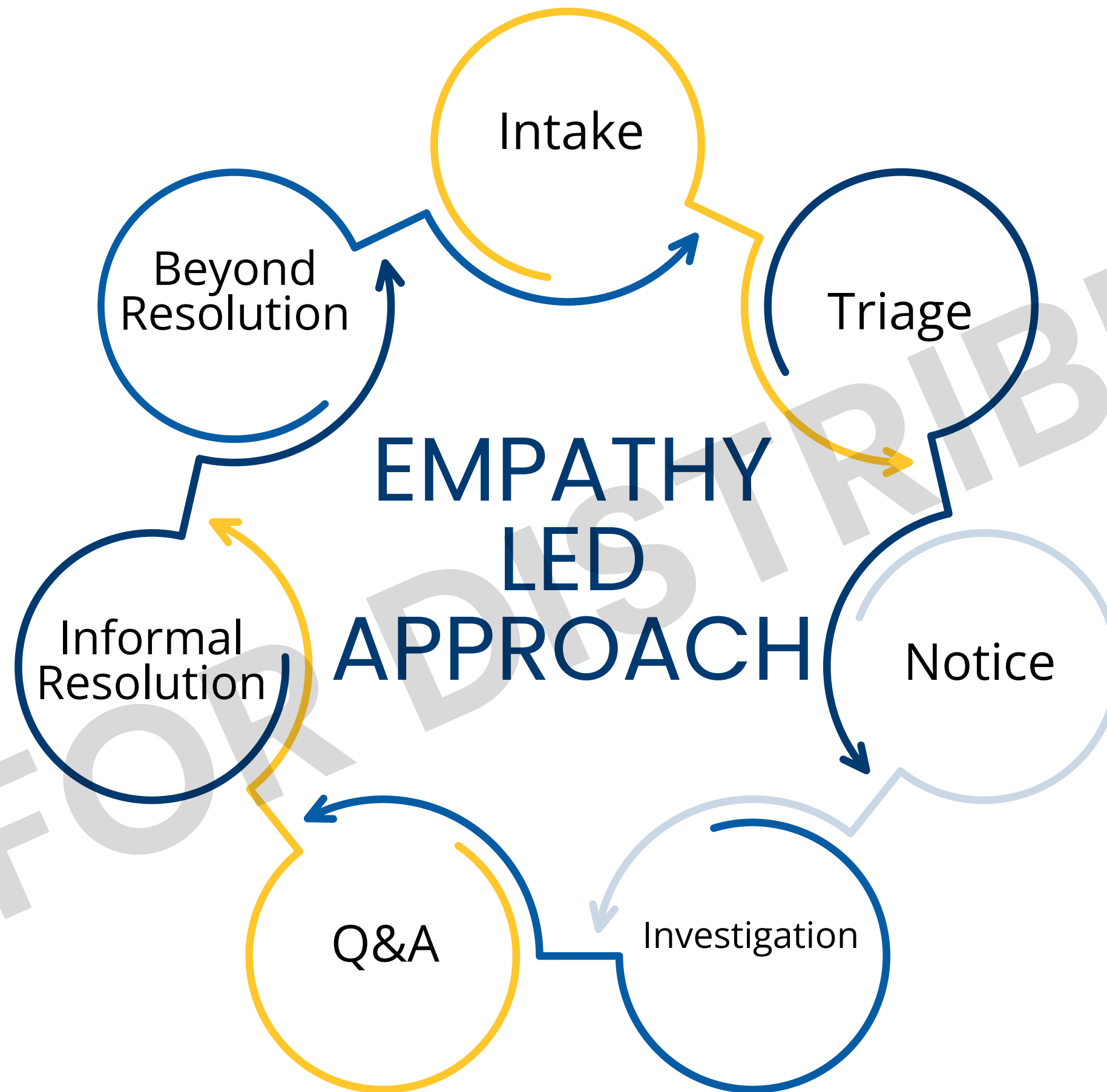
There is conduct that does not require the Formal Title IX Grievance Process but requires a response from your school or institution and falls under Title IX:

- ✎ Gender-equity in athletics
- ✎ Discrimination based on pregnancy
- ✎ Failure to accommodate pregnant students
- ✎ Discrimination based on "sex" that is not "sexual harassment" (i.e., teacher treating female students differently than male students")

**Do you have a policy/procedure for these matters?*



NOT FOR DISTRIBUTION



INTAKE AND NOTICES

```
graph TD; A[INTAKE AND NOTICES] --- B[How is the information presented?]; A --- C[How can you streamline/simplify?]; A --- D[Consider flow charts, FAQs, etc.]; A --- E[Trying to mitigate information overload];
```

How is the information presented?

How can you streamline/simplify?

Consider flow charts, FAQs, etc.

Trying to mitigate information overload

COMMON MISTAKES

- Inefficient or insufficient notices
 - advisors not copied
 - clinical v. empathy-led
- Investigation prior to triage/evaluation
- Discipline outside of the Title IX process
- Treating intake like an investigation
- Failure to follow policies/procedures
- Under-documenting Supportive Measures
- Failure to revisit Supportive Measures
- Not updating the NOA
- Forgetting about retaliation



COMMON MISTAKES

- Overcomplicated policies/process
- Lack of visibility of Title IX Coordinator
- Barriers to reporting that are unaddressed/not identified
- Failure to identify sexual harassment when overlapping conduct
- Lack of policy/process for matters under Title IX but outside of the 2020 Title IX regulations
- Failure to collaborate
- Treating documentation as an administrative task – document the what and the why



Common Mistake:

Waiting on Law Enforcement to Respond

In its recent National K-12 Initiative, ED emphasized:

- ⚠ Schools have an independent responsibility to respond to reports of sexual misconduct.
- ⚠ A report to law enforcement does not satisfy a school's Title IX obligations.
- ⚠ Coordinate with law enforcement, but do not simply defer.
- ⚠ Schools remain responsible for offering and documenting supportive measures, assessing safety and ongoing risk, taking appropriate interim actions, and following Title IX policy and procedures.

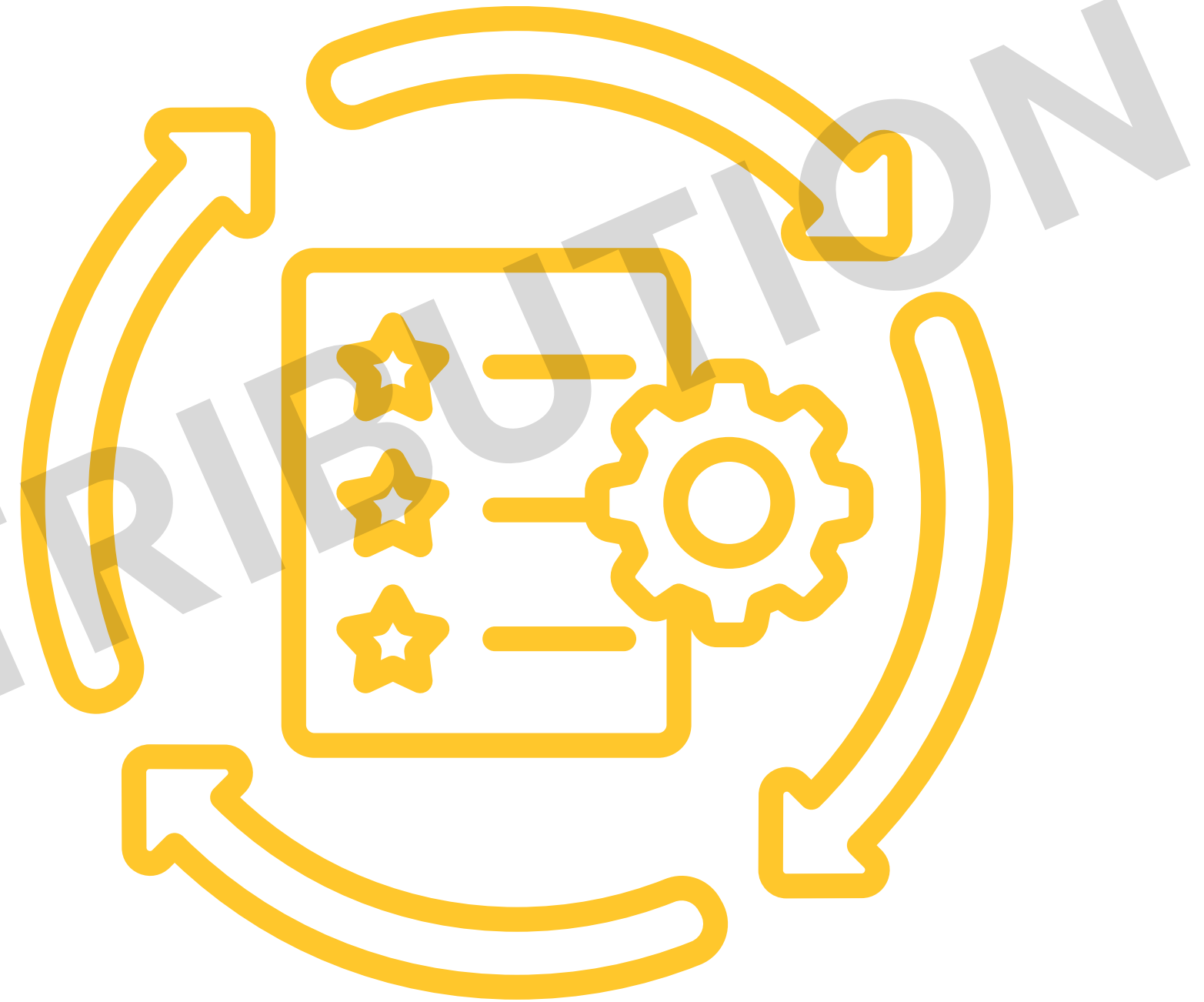


SOLVING THE WRONG PROBLEM....

Coordinator... "Is this Title IX?" vs. "What does this person need today?"



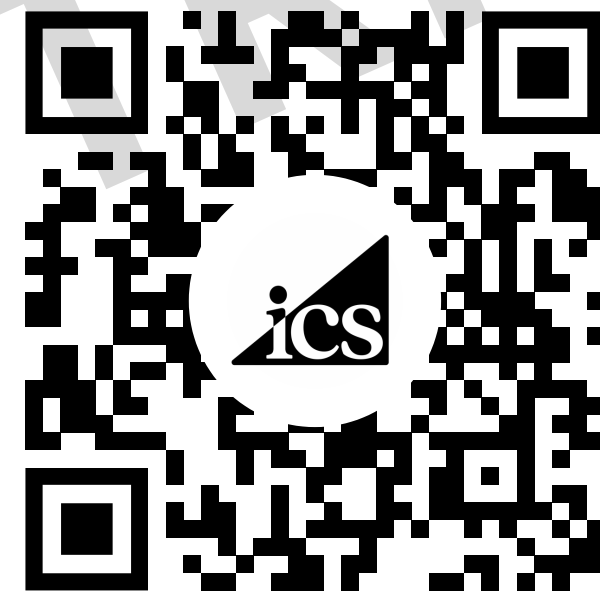
**EVEN THE MOST
ESTABLISHED
PROCESSES/
SEASONED
ADMINISTRATORS
NEED REGULAR
RE-EVALUATION**



CONSIDER...

- ▶ Just because you have always done it that way does not mean it is the best way now
- ▶ Blinders can result from it being something “you built”
- ▶ There is always room for improvement
- ▶ If you are solid on the Formal Title IX Grievance Process, increase focus on education and prevention
- ▶ Best practices/legal landscape/administrative enforcement continue to evolve

Help Us Help You



**Please fill out
the survey.**

REMINDER!!!

- 👉 Use your templates and checklists
- 👉 Coordinators: Use the triage tool
- 👉 Recognize burn out/need to step away from the work/take a break
- 👉 Mistakes happen, cure in real time
- 👉 Sustainability planning is key



QUESTIONS?

Title IX Coordinator



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