

## **TITLE IX SEXUAL HARASSMENT POLICY**

### **PURPOSE:**

It is the policy of Signature Healthcare Corp., Brockton Hospital, Inc. d/b/a Signature Healthcare Brockton Hospital, and Brockton Hospital, Inc. d/b/a Signature Healthcare Brockton Hospital School of Nursing to comply fully with all rules, regulations, and laws pertaining to Title IX of the Education Amendments Act of 1972 and its implementing regulations (“Title IX”), and other civil rights laws as well as in furtherance of its own values, SHC does not unlawfully discriminate on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, pregnancy, disability, age, religion, veteran status, or any other characteristic or status protected by applicable local, state, or federal law in admission, treatment, or access to, or employment in, its programs and activities.

### **SCOPE:**

This policy applies to Brockton Hospital, Inc. d/b/a Signature Healthcare Brockton Hospital, and Brockton Hospital, Inc. d/b/a Signature Healthcare Brockton Hospital School of Nursing.

### **POLICY:**

As referenced throughout this policy, SHBH shall include Brockton Hospital, Inc. d/b/a Signature Healthcare Brockton Hospital and the Signature Healthcare Brockton Hospital School of Nursing.

### **Table of Contents**

I.	Introduction and Notice of Non-Discrimination	95
II.	Title IX Sexual Harassment and Scope of this Policy	97
	a. Prohibited Conduct	97
	b. Applicability of Policy	97
III.	Definitions	97
	a. Complainant	97
	b. Consent	98
	c. Confidential Employee	98
	d. Education Program or Activity	98
	e. Formal Complaint	99
	f. Incapacitation	99
	g. Respondent	99
	h. Responsible Employee	100
	i. Retaliation	100
	j. Sex	100

k.	Supportive Measures	100
l.	Title IX Sexual Harassment	100
IV.	Reporting	102
a.	Student Reports	102
b.	Employee Reports	102
c.	Reporting by Others	102
d.	Mandatory Reporting by Responsible Employees	102
e.	Timeframe for Reporting	103
f.	Coordination with Law Enforcement	103
g.	Confidentiality and Privacy	103
V.	Grievance Process for Title IX Sexual Harassment	104
a.	Filing of a Formal Complaint	104
b.	Response by Title IX Coordinator	105
c.	Dismissal of a Formal Complaint	106
d.	Evaluation of Supportive Measures, Emergency Removal, and Administrative Leave	107
e.	Formal Resolution	108
f.	Alternative Resolution	120
VI.	Obligation to Provide Truthful Information	121
VII.	Record Retention	121

## **I. INTRODUCTION AND NOTICE OF NON-DISCRIMINATION**

Signature Healthcare Brockton Hospital (“SHBH”) is committed to creating and fostering a caring community based on the values of fairness, dignity, and respect. In compliance with and as required by Title IX of the Education Amendments Act of 1972 and its implementing regulations (“Title IX”), and other civil rights laws, as well as in furtherance of its own values, SHBH does not unlawfully discriminate on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, pregnancy, disability, age, religion, veteran status, or any other characteristic or status protected by applicable local, state, or federal law in admission, treatment, or access to, or employment in, its programs and activities.

Discrimination and harassment are antithetical to the values and standards of the SHBH community; are incompatible with the safe, healthy environment that the SHBH community expects and deserves and will not be tolerated. SHBH is committed to providing programs, activities, and an education and work environment free from discrimination and harassment. SHBH is also committed to fostering a community that promotes prompt reporting and fair and timely resolution of those behaviors.

**While SHBH prohibits discrimination and harassment based on any legally protected characteristic, this Policy specifically addresses SHBH’s prohibition on Title IX Sexual Harassment and Retaliation, as defined by the Title IX regulations.**

Inquiries and/or concerns regarding this Policy may be referred to SHBH's Title IX Coordinator(s):

For complaints by students:

Megan Libby  
 Coordinator of Counseling and Student Services  
 Signature Healthcare Brockton Hospital School of Nursing  
 53 Adams Street  
 Brockton, MA 02302  
 508-941-7729  
[mllibby@signature-healthcare.org](mailto:mllibby@signature-healthcare.org)

For complaints by employees and other persons (non-students):

Brenda Brassard  
 VP, Human Resources  
 Signature Healthcare  
 680 Centre Street  
 Brockton, MA 02302  
 508-941-6204  
[bbrassard@signature-healthcare.org](mailto:bbrassard@signature-healthcare.org)

Inquiries and/or concerns regarding other forms of discrimination, harassment, and/or retaliation not prohibited by this Policy may be referred to:

Brenda Brassard  
 VP, Human Resources  
 Signature Healthcare  
 680 Centre Street  
 Brockton, MA 02302  
 508-941-6204  
[bbrassard@signature-healthcare.org](mailto:bbrassard@signature-healthcare.org)

Individuals may also make inquiries regarding discrimination or harassment to the U.S. Department of Education:

U.S. Department of Education, Office of Civil Rights  
 District of Columbia Office  
 400 Maryland Avenue, S.W.  
 Washington, DC 20202-1475  
 Phone Number: (800) 421-3481  
 Fax Number: (202) 453-6021 Email Address: [OCR.DC@ed.gov](mailto:OCR.DC@ed.gov)

## II. TITLE IX SEXUAL HARASSMENT AND SCOPE OF THIS POLICY

### I. PROHIBITED CONDUCT

As noted above, This Policy specifically prohibits Title IX Sexual Harassment, as defined by the Title IX regulations and set forth below. Title IX Sexual Harassment includes Sexual Assault, Dating Violence, Domestic Violence, and Stalking if that conduct occurs in the United States and within the SHBH's Education Program or Activity, as defined below. These forms of conduct, collectively referred to in this Policy as Title IX Sexual Harassment, are defined below.

This Policy also specifically prohibits Retaliation, as defined by the Title IX regulations and set forth below. Retaliation, whether SHBH or any other person, is strictly prohibited. Violations of this prohibition will be addressed through this Policy and/or other SHBH disciplinary procedures, as deemed appropriate in the SHBH discretion. Any person who feels that they have been subject to Retaliation should promptly report their concerns to the Title IX Coordinator.

### II. APPLICABILITY OF POLICY

This Policy applies broadly to the entire SHBH community, including students, employees, faculty, staff, volunteers, visitors, vendors, contractors, and other persons doing business with or performing services for SHBH, or any other third-party within SHBH's control.

The Title IX regulations apply to specific forms of sexual harassment that occur in SHBH's Education Program or Activity in the United States. Where conduct occurs outside of the Education Program or Activity, outside of the United States, or would not meet the definition of Title IX Sexual Harassment, SHBH is required to dismiss any allegations in a Formal Complaint under Title IX. However, even if the alleged conduct would not fall within the jurisdiction of Title IX, SHBH may still take action to address the alleged conduct under any other applicable SHBH policy.

Reports of Title IX Sexual Harassment may sometimes implicate conduct prohibited by another SHBH policy. Where conduct involves the potential violation of both this Policy and another SHBH policy arising from the same or similar set of facts and circumstances, SHBH has the discretion to investigate and resolve the conduct under the resolution processes set forth in this Policy, provided that doing so does not unduly delay a prompt and equitable resolution of the report and that the parties are provided timely notice of this decision and an opportunity to respond. Where the definitions conflict, the definitions in this Policy will control.

## III. DEFINITIONS

- A. **Complainant.** A Complainant is an individual who is reported to be the subject of conduct that could constitute Title IX Sexual Harassment regardless of whether such person makes a report or files a complaint.
- B. **Consent.** Consent means affirmative, conscious, and voluntary agreement to engage in

sexual activity. It is positive cooperation in act and attitude made with knowledge and agreement to the nature of the act. Consent cannot be obtained through physical force, threats, or coercion, or by taking advantage of another person's incapacitation. Coercion is conduct, including intimidation or express/implied threats of immediate or future physical, emotional, financial, or reputational harm to the Complainant or another, which would place a reasonable person in fear they will be injured or harmed if they do not submit. It is the responsibility of each individual involved to ensure they have the Consent of the other(s) to engage in each act of sexual activity.

Consent can be given by clear words or actions, as long as those words or actions create clear permission regarding willingness to engage in the sexual activity. Consent cannot be inferred from silence, passivity, or lack of verbal or physical resistance. Relying on nonverbal communication alone may result in a violation of this Policy.

Consent cannot be inferred from an existing or previous dating relationship. The existence of a prior or current relationship does not, in itself, constitute consent; even in the context of a relationship, there must be real-time and mutual consent to sexual activity. There must be mutual consent to engage in the sexual activity each time it occurs.

Consent must be ongoing throughout the sexual activity and can be revoked at any time. Sexual contact must cease immediately once consent is withdrawn and clearly communicated. Consent to engage in sexual activity at one time is not consent to engage in the same or different sexual activity at a different time. Consent to one form of sexual activity does not imply or constitute consent to another form of sexual activity.

Consent may never be obtained:

- from an individual who is incapacitated (see definition of Incapacitation);
- through the use of coercion or force; or
- from a person who is under the legal age to give consent (16 years of age in Massachusetts).

**C. Confidential Employee.** The following employees serve as confidential resources for students, employees, faculty, and staff and do not have mandatory reporting obligations: the Chaplain and the Chaplain Coordinator.

**D. Education Program or Activity.** A SHBH's education program or activity includes all locations, events, or circumstances over which SHBH exercised substantial control over both the Respondent and the context in which the alleged Title IX Sexual Harassment occurred, and includes any building owned or controlled by a student organization that is officially recognized by SHBH.

- E. Formal Complaint.** A Formal Complaint is a document signed by the Complainant or Title IX Coordinator alleging Title IX Sexual Harassment against a Respondent and requesting that SHBH investigate the allegation(s) of Title IX Sexual Harassment. A Formal Complaint may be filed in person, by mail, or by email, and must include a physical or digital signature. A Formal Complaint cannot be filed by telephone. Filing a Formal Complaint initiates the grievance process set forth below.
- F. Incapacitation.** Incapacitation is the inability, temporarily or permanently, to give consent because the individual is mentally and/or physically helpless, either voluntarily or involuntarily, or the individual is unconscious, asleep, or otherwise unaware that the sexual activity is occurring. An individual who is incapacitated is not capable of giving valid, affirmative consent.

Incapacitation means an individual cannot understand the fact, nature, or extent of the sexual activity. An incapacitated individual lacks the physical and mental capacity to make informed, reasonable judgments about whether or not to engage in sexual activity. An individual who is incapacitated may not be able to understand where they are, whom they are with, how they got there, or what is happening.

Further, an individual may be incapacitated as a result of consumption of alcohol, medication, or drugs. When alcohol, medication, or other drugs are involved, incapacitation is a state of intoxication or impairment that is so severe that it interferes with an individual's capacity to make informed and knowing decisions. Impairment must be significant enough to render an individual unable to understand the fact, nature, or extent of the sexual activity.

In evaluating Consent in cases involving Incapacitation, SHBH considers the totality of available information in determining two issues:

- Did the Respondent know the Complainant was incapacitated?; or, if not,
- Would a sober, reasonable individual in a similar set of circumstances as the Respondent have known that the Complainant was incapacitated?

If either question is answered positively, Affirmative Consent was absent, and the conduct is likely a violation of this Policy.

A Respondent's use of drugs or alcohol will not excuse the Respondent from the obligation to obtain Consent as defined in this Policy and is not a defense to any violation of this Policy.

- G. Respondent.** A Respondent is any individual who has been reported to be the perpetrator of conduct that could constitute Title IX Sexual Harassment.
- H. Responsible Employee.** All employees at SHBH who are not Confidential Employees

(as defined above) are considered Responsible Employees and are required to immediately report potential, suspected, or known allegations or violations of this Policy to SHBH's Title IX Coordinator.

- I. Retaliation.** Retaliation means any adverse action, intimidation, threat, coercion, or discrimination against an individual taken for the purpose of interfering with any right or privilege secured by this Policy or federal, state, or local laws or ordinances, and their implementing regulations (e.g., protesting, making a report), or because the individual has made a report or filed a Formal Complaint, testified, assisted, or participated or refused to participate in any manner in any investigation, proceeding or hearing under this Policy.
- J. Sex.** For purposes of this Policy, Sex includes sex, gender, sexual orientation, gender identity, and/or gender expression.
- K. Supportive Measures.** Supportive Measures are non-disciplinary, non-punitive, individualized services offered that as appropriate, as reasonably available, and without fee or charge to Complainants before or after filing of a Formal Complaint or where no Formal Complaint has been filed and to Respondents after a Formal Complaint has been filed. Supportive Measures are designed to restore or preserve equal access to SHBH's education program or activity without unreasonably burdening the other party.
- L. Title IX Sexual Harassment.** Title IX Sexual Harassment is conduct on the basis of Sex that satisfies one or more of the following:
1. An SHBH employee conditioning the provision of an aid, benefit, or service of SHBH on an individual's participation in unwelcome sexual conduct (also called *quid pro quo* harassment);
  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 SHBH's Education Program or Activity; or
  3. Any of the following:
    - a. Sexual Assault;
    - b. Dating Violence;
    - c. Domestic Violence; or
    - d. Stalking.

**Sexual Assault** means any sexual act directed against another person, without that person's consent (including instances where the victim is incapable of giving consent), and includes each of the following:

1. *Forcible Rape* – (i) sexual intercourse, or (ii) oral or anal sexual intercourse, or (iii) use of an object or instrument to unlawfully penetrate, however slightly, the genital

or anal opening of the body of another person, either (A) forcibly and/or against that person's will, or (B) against the person's will in instances where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical incapacity/

2. *Fondling* – touching of the private body parts of another person for the purpose of sexual gratification, forcibly and/or against that person's will or not forcibly or not against the person's will in instances where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical incapacity.
3. *Incest* – nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
4. *Statutory Rape* – nonforcible sexual intercourse with a person who is under the statutory age of consent.

**Dating Violence** means 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) the length of the relationship; (2) the type of relationship; and (3) the frequency of interaction between the persons involved in the relationship.

**Domestic Violence** means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Massachusetts, or by any other person against an adult or youth victim who is protected from that person's acts under such laws.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for their safety or the safety of others; or (2) suffer substantial emotional distress.



#### **IV. REPORTING**

SHBH strongly encourages any individual who believes that a violation of this Policy has occurred to report it immediately to SHBH using the following reporting options:

##### **A. STUDENT REPORTS**

**SHBH students should report any potential violation of this Policy to:**

Megan Libby  
 Coordinator of Counseling and Student Services  
 Signature Healthcare Brockton Hospital School of Nursing  
 53 Adams Street  
 Brockton, MA 02302  
 508-941-7729  
[mllibby@signature-healthcare.org](mailto:mllibby@signature-healthcare.org)

##### **B. EMPLOYEE REPORTS**

**SHBH employees should report any potential violation of this Policy to:**

Brenda Brassard  
 VP, Human Resources  
 Signature Healthcare  
 680 Centre Street  
 Brockton, MA 02302  
 508-941-6204  
[bbrassard@signature-healthcare.org](mailto:bbrassard@signature-healthcare.org)

##### **C. REPORTING BY OTHERS**

**Individuals who are not SHBH students or employees should report any potential violation of this Policy to:**

Brenda Brassard  
 VP, Human Resources  
 Signature Healthcare  
 680 Centre Street  
 Brockton, MA 02302  
 508-941-6204  
[bbrassard@signature-healthcare.org](mailto:bbrassard@signature-healthcare.org)

##### **D. MANDATORY REPORTING BY RESPONSIBLE EMPLOYEES**

Any Responsible Employee who has notice of potential, suspected, or known allegations or violations of this Policy that information immediately to the Title IX Coordinator.

Any doubt about whether particular conduct is in violation, or potentially in violation, of this Policy must be resolved in favor of reporting the conduct immediately to the Title IX Coordinator.

The mandatory reporting required by this section is in addition to applicable state laws regarding child abuse and other crimes against children.

#### **E. TIMEFRAME FOR REPORTING**

Complainants and witnesses are encouraged to report Title IX Sexual Harassment as soon as possible in order to maximize SHBH's ability to respond promptly and effectively. Although SHBH does not limit the timeframe for reporting, the passage of time may impact or limit SHBH's jurisdiction and/or ability to gather relevant evidence that may be lost due to the passage of time.

Depending on the relationship of the Respondent to SHBH, SHBH also may not have the authority to impose disciplinary action; this may occur when a student Respondent has graduated or an employee Respondent is no longer employed by SHBH. If the Respondent is no longer affiliated with SHBH, SHBH will still provide reasonably available supportive measures to the Complainant, assist the Complainant in identifying external reporting options, and may take other appropriate action to address the reported conduct.

#### **F. COORDINATION WITH LAW ENFORCEMENT**

**A Complainant has the right to report, or decline to report, potential criminal conduct to law enforcement. Upon request, SHBH will assist a Complainant in contacting law enforcement at any time. Under limited circumstances where there is a threat to the health or safety of any SHBH community member, SHBH may independently notify law enforcement. An individual may make a report to SHBH, to law enforcement, to neither, or to both. SHBH's resolution process and law enforcement investigations may be pursued simultaneously but will operate independently of one another. SHBH will, when appropriate, coordinate information with law enforcement if law enforcement is notified. SHBH, upon request, may also temporarily pause its investigation to allow preliminary fact gathering by law enforcement.**

#### **G. CONFIDENTIALITY AND PRIVACY**

SHBH is committed to providing assistance to Complainants to make informed choices about their options under this Policy and applicable law. With respect to any report under this Policy, SHBH will make reasonable efforts to protect the privacy of participants while balancing the need to gather information to assess the report and effectively and appropriately respond to the misconduct.

Confidentiality and Privacy have distinct meanings under this Policy.

### **1. Confidentiality**

Confidentiality exists in the context of laws that protect certain relationships, including with medical and clinical care providers (and those who provide administrative services related to the provision of medical and clinical care), mental health providers, counselors, advocates and ordained clergy, all of whom may engage in confidential communications under Massachusetts law. Information shared with a Confidential Employee will not be revealed to any other person without expressed permission of the individual, or as otherwise permitted or required by law.

SHBH will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

### **2. Privacy**

Privacy means that information related to a report under the Policy will be shared with a limited circle of SHBH employees who “need to know” in order to assist in the assessment, investigation and resolution of the report and to comply with legal obligations.

SHBH will maintain the privacy of the identity of an individual who has made a report of conduct allegedly in violation of the Policy, a Complainant, a Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (“FERPA”) or FERPA regulations, as required by law, or in order to effectuate the provisions of this Policy, including the conduct of any investigation, hearing, or proceeding arising hereunder, or other legal obligation. SHBH will limit the disclosure as much as practicable, even in SHBH determines that a request for confidentiality cannot be honored.

## **V. GRIEVANCE PROCESS FOR TITLE IX SEXUAL HARASSMENT**

### **A. FILING OF A FORMAL COMPLAINT**

The grievance process under this Policy is initiated by the filing of a Formal Complaint. As defined above, Formal Complaint is a document signed by the Complainant or Title IX Coordinator alleging Title IX Sexual Harassment against a Respondent and requesting that SHBH investigate the allegation(s) of Title IX Sexual Harassment. A Formal Complaint may be submitted to the Title IX Coordinator in person, by mail, or by email. A Formal Complaint cannot be filed by telephone. The Formal Complaint must include a physical or digital signature. The contact information for the Title IX Coordinators are as follows:

For students:

Megan Libby  
 Coordinator of Counseling and Student Services  
 Signature Healthcare Brockton Hospital School of Nursing

53 Adams Street  
 Brockton, MA 02302  
 508-941-7729  
[mllibby@signature-healthcare.org](mailto:mllibby@signature-healthcare.org)

For employees and other persons (non-students):

Brenda Brassard  
 VP, Human Resources  
 Signature Healthcare  
 680 Centre Street  
 Brockton, MA 02302  
 508-941-6204  
[bbrassard@signature-healthcare.org](mailto:bbrassard@signature-healthcare.org)

At the time of filing the Formal Complaint, the Complainant must be participating in or attempting to participate in SHBH's Education Program or Activities.

In addition, the Title IX Coordinator retains the discretion to file a Formal Complaint on behalf of any individual. If the Title IX Coordinator signs the Formal Complaint, they are not considered a Complainant or party to the investigation. Rather, as defined above, the subject of the alleged conduct is considered to be the Complainant.

Filing a Formal Complaint initiates the grievance process set forth below. Where a Complainant files a Formal Complaint and requests an investigation and the reported conduct falls within the scope and jurisdiction of the Policy, SHBH must pursue formal resolution under this Policy unless the parties elect to participate Alternative Resolution.

## **B. RESPONSE BY TITLE IX COORDINATOR**

Upon receipt of a Formal Complaint alleging Title IX Sexual Harassment, the Title IX Coordinator will promptly contact the Complainant to discuss the availability of Supportive Measures, explain that supportive measures are available with or without the filing of a Formal Complaint, consider the Complainant's wishes with respect to Supportive Measures, and coordinate the effective implementation of any Supportive Measures. The Title IX Coordinator will also explain the process for filing a Formal Complaint.

Complainants have the right to receive resources, support, and appropriate Supportive Measures even if the Complainant does not wish to pursue a Formal Complaint under this Policy.

## **C. DISMISSAL OF A FORMAL COMPLAINT**

The Title IX Coordinator will determine whether the conducted alleged in the Formal Complaint falls within the scope of this Policy and the Title IX definition of Sexual Harassment.

### **1. Mandatory Dismissal**

Under the Title IX regulations, SHBH must dismiss some or all of the allegations in the Formal Complaint if it is determined at any stage in the grievance process that:

- the conduct alleged, even if substantiated, would not constitute Title IX Sexual Harassment, as defined in the Title IX regulations and this Policy; and/or
- the alleged conduct did not occur within SHBH's Education Program or Activity; and/or
- the alleged conduct did not occur against an individual in the United States.

Any mandatory dismissal of a Formal Complaint will not preclude SHBH from taking action to address the alleged conduct under any other applicable SHBH policy.

### **2. Discretionary Dismissal**

SHBH may dismiss a Formal Complaint, or any specific allegations included in a Formal Complaint, at any time during the investigation or hearing, if:

- the Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations raised therein;
- the Respondent is no longer enrolled or employed by SHBH; or,
- specific circumstances prevent SHBH from gathering evidence sufficient to reach a determination regarding the Formal Complaint or any allegations raised therein.

### **3. Notice of Dismissal**

Upon reaching a decision that a Formal Complaint will be dismissed, in whole or in part, the Title IX Coordinator will promptly notify the known parties simultaneously in writing. The written Notice of Dismissal will include the reason(s) for dismissal and provide the procedures to appeal the dismissal decision. Each party may appeal this dismissal using the procedure outlined in Section E(12) below.

If a Formal Complaint or any allegation within a Formal Complaint is dismissed for purposes of this Policy, SHBH retains discretion to take action with the respect to the dismissed allegations under other SHBH policies and procedures (for example, if such alleged conduct could constitute discrimination other than Title IX Sexual Harassment or if such conduct could constitute a violation of any SHBH policy or rule.

## **D. EVALUATION OF SUPPORTIVE MEASURES, EMERGENCY REMOVAL, AND ADMINISTRATIVE LEAVE**

### **1. Supportive Measures**

As defined above, Supportive Measures are non-disciplinary, non-punitive, individualized services offered that as appropriate, as reasonably available, and without fee or charge to Complainants before or after filing of a Formal Complaint or where no Formal Complaint has been filed and to Respondents after a Formal Complaint has been filed. Supportive Measures are designed to restore or preserve equal access to SHBH's education program or activity without unreasonably burdening the other party.

Supportive Measures include measures designed to protect the safety of all parties or SHBH's educational environment or deter Title IX Sexual Harassment. Supportive Measures may include access to counseling services, extensions of deadlines or other course-related adjustments, academic support services, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

SHBH will maintain as confidential any Supportive Measures provided to a Complainant or Respondent to the extent that maintaining confidentiality would not impart SHBH's ability to provide the Supportive Measures.

### **2. Emergency Removal**

SHBH may act to remove a student respondent entirely or partially from its education programs or activities on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Title IX Sexual Harassment sexual harassment justifies removal.

In all cases in which an emergency removal is imposed, the student will be given notice of the action and the option to request to meet with the Title IX coordinator prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to show cause why the action/removal should not be implemented or should be modified.

### **3. Administrative Leave**

SHBH may place a non-student employee Respondent on administrative leave, with or without pay, at any time after a Formal Complaint is filed and during the pendency of the resolution of the Formal Complaint.

## **E. FORMAL RESOLUTION**

### **1. General Provisions**

To ensure a prompt, thorough, fair, and impartial grievance process for the resolution of Formal Complaints of Title IX Sexual Harassment, the following general principles will apply to the investigation, adjudication, or appeal of a Formal Complaint of Title IX Sexual Harassment under this Policy:

- SHBH will apply any provisions, rules, or practices under this Policy equally to both parties.
- Unless required by law, SHBH will follow the grievance process set forth in this Policy before imposing disciplinary sanctions or other punitive actions against a Respondent for any alleged Title IX Sexual Harassment, subject to the allowances made in the federal Title IX regulations for implementing supportive measures, implementing an emergency removal, and placing an employee, while a Formal Complaint is pending, on administrative leave.
- SHBH will presume that a Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process set forth in this Policy. The presumption of not responsible may be overcome only where the Decision Maker concludes that there is sufficient evidence, by a preponderance of the evidence, to support a finding that the Respondent violated the Policy.
- SHBH will require, and will take steps to ensure that, any individual serving as a Title IX Coordinator, the Investigator, the Decision Maker, the Appeals Officer, or Alternative Resolution facilitator under this Policy have received the requisite training under Title IX and applicable state law.
- SHBH will require, and will take steps to ensure, that any individual serving as a Title IX Coordinator, the Investigator, the Decision Maker, the Appeals Officer, or Alternative Resolution facilitator under this Policy does not have a conflict of interest or bias for or against Complainants or Respondents generally, or for or against an individual Complainant or Respondent.
- All relevant evidence, including both inculpatory and exculpatory evidence, will be objectively evaluated, and credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness.

## 2. Timing

SHBH will make a good faith effort to conduct a fair, impartial grievance process in a timely manner designed to provide all parties with a prompt and equitable resolution. SHBH will strive to complete its investigation and adjudication of a Formal Complaint (excluding any appeal) within ninety (90) calendar days after receipt of the Formal Complaint. SHBH reserves the right to extend this time frame or any deadline contained in this Policy for good cause with written notice to the parties of the delay and the reason for the delay. Good cause may include, but is not limited to, the absence of the parties or witnesses, limited delays to permit the collection of evidence by law enforcement activity or other concurrent law enforcement activity, the complexity of the matter; school breaks; or the need for language assistance or accommodation of disabilities. The Title IX Coordinator will make reasonable efforts to keep the Complainant and Respondent apprised of progress being made during any period of delay.

## 3. Advisor of Choice

The Complainant and the Respondent each have the right to be accompanied at any meeting or proceeding under this Policy by an advisor of their choice. An advisor may be any person and may be, but is not required to be, an attorney. A party may only have one advisor present at a meeting or proceeding at any time.

While the advisors may provide support and advice to the parties at any meeting and/or proceeding, they may not speak on behalf of the parties, submit written statements not attributed to the party, or otherwise participate in, or in any manner disrupt, such meetings and/or proceedings, except to conduct cross-examination as described below. SHBH will not unduly delay the scheduling of meetings or proceedings based on the advisor's unavailability.

A party may decline to use an advisor for all stages of the formal or Alternative Resolution process, with the exception of the hearing, where any questioning of the other party must be conducted by the party's advisor for cases involving Title IX Sexual Harassment as required by federal law. If a party does not have an advisor for the hearing, SHBH will provide an advisor, free of charge. This SHBH-appointed advisor may be, but is not required to be, an attorney, and will attend the hearing and conduct questioning on behalf of that party.

## 4. Investigation

### a. *Written Notice of Allegations*

After a Formal Complaint is filed and accepted, the Title IX Coordinator will provide a Written Notice of Allegations to all known parties. The Written Notice of Allegations will include:

- Notice of the allegations potentially constituting Title IX Sexual Harassment and sufficient details including the identities of the parties involved, if known; the conduct allegedly constituting Title IX Sexual Harassment; and the date and location of the alleged incident, if known;
- A copy of this Policy to give notice of SHBH's grievance process, including the



investigative and adjudication procedures, and any informal resolution process available;

- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
- A statement that before the conclusion of the investigation, the parties may inspect and review evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint;
- A statement informing the parties that SHBH prohibits a person from knowingly making false statements or knowingly submitting false information during the grievance process;
- The name and contact information of the Investigator; and
- Instructions on how to challenge participation of the Investigator on the basis of conflict of interest or bias.

If, during the course of an investigation, the Investigator decides to investigate allegations about the Complainant or Respondent that are not included in the initial Written Notice of Allegations, the Title IX Coordinator will provide an amended Written Notice of Allegations setting forth the additional allegations to all parties whose identities are known.

#### **b. *Investigator***

The Title IX Coordinator will appoint one or more Investigators from a pool of trained members of the SHBH community or, at the discretion of the Title IX Coordinator, an external, trained professional. The role of the Investigator will be to conduct a prompt, thorough, fair, and impartial investigation into the allegations as set forth in the Written Notice of Allegations.

The Complainant and Respondent will be provided the name of the Investigator(s) and have the opportunity to raise a challenge for bias or conflict of interest to the Title IX Coordinator.

#### **c. *Evidence Gathering Process***

The assigned Investigator(s) will perform an investigation of the conducted alleged to constitute Title IX Sexual Harassment within a reasonably prompt timeframe after the issuance of the Written Notice of Allegations. During the investigation, the Investigator will provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

The Investigator will seek to meet separately with the Complainant, the Respondent, and witnesses. Prior written notice of the date, time, location, participants, and purpose of any investigative interview or other meeting held as part of the investigation will be provided to a party whose participation is invited or expected for any investigative interview or meeting held as part of the investigation, with sufficient time for the party to prepare to participate. The

Complainant and the Respondent may be accompanied to any investigative interview or other meeting held as part of the investigation by one advisor of the party's choice.

Both the Complainant and the Respondent have the option to provide names of potential witnesses to the Investigator. The Investigator may also identify individuals not identified by either party thought to possibly have relevant information.

Both the Complainant and the Respondent are permitted to provide other relevant evidence to the Investigator. Such evidence may include any information presented in support of a party statement and may include text messages, email exchanges, timelines, receipts, photographs, etc. The Investigator will also independently gather other relevant information or evidence, including documents, photographs, communications between the parties, and medical records (subject to the consent of the applicable person), and other electronic records as appropriate.

The Investigator may visit relevant sites or locations and record observations through written, photographic, or other means. In some cases, the Investigator may consult medical, forensic, technological, or other experts when expertise on a topic is needed in order to achieve a fuller understanding of the issues under investigation.

The Investigator may also consider information publicly available from social media or other online sources that comes to the Investigator's attention. SHBH does not, however, actively monitor social media or online sources, and as with all potentially relevant information, the Complainant, the Respondent, or witnesses are encouraged to bring online information to the attention of the Investigator.

**d. *Evidentiary Considerations***

**1) *Medical or Counseling Records or other Legally Privileged Documents***

Legally privileged documents, including medical and counseling records of a Complainant and Respondent, are privileged and confidential records that individuals are not required to disclose. However, these records may contain relevant and material information and a party may voluntarily choose to share such records with the Investigator. In such circumstances, SHBH must obtain voluntary, written consent from the party. Any records provided to the Investigator by a party will be available for review by the other party.

**2) *Prior or Subsequent Sexual History of the Parties***

Evidence of and questions about a party's sexual predisposition or prior sexual behavior are not relevant and will not be permitted, with the following exceptions:

- where the evidence is offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant; or

- where the evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

### **3) *Prior or Subsequent Conduct***

In gathering information, the Investigator may also consider other reports of, or findings of responsibility for, the same or substantially similar conduct by the Respondent to the extent such information is relevant and available. Such information may be relevant in determining motive, intent, absence of mistake, pattern, or another material fact. For example, where there is evidence of a pattern of conduct the same or substantially similar in nature by the Respondent, either prior to or subsequent to the conduct in question, regardless of whether there has been a finding of responsibility, this information may be relevant and probative to the determination of responsibility and/or sanctioning, as applicable. Similarly, prior or subsequent conduct of a Complainant, even when it involves conduct that may violate SHBH policy, may be considered when relevant.

### **4) *Character Evidence***

Character evidence is generally considered not relevant.

## **5. Evidence Review**

At the conclusion of the fact-gathering, the Investigator will make information gathered in the investigation available for review by the parties and any advisors. The parties will have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a Formal Complaint, including the evidence upon which SHBH does not intend to rely in reaching a determination regarding responsibility, and inculpatory or exculpatory evidence, whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. The Investigator will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have ten (10) calendar days to submit a written response, which the Investigator will carefully consider prior to completion of the Investigation Report. The written response may include comments or proposed questions for the Investigator to ask the other party, or identify additional witnesses or sources of evidence, which the Investigator will consider prior to completion of the Investigation Report.

## **6. Investigation Report**

After receiving and giving due consideration to any timely written responses from the parties, the Investigator will prepare a written Investigation Report that fairly summarizes the relevant information gathered during the investigation. The Investigation Report will include, as attachments, all information and evidence provided to or collected by the Investigator during the investigation as well as any additional information or evidence provided to or collected by the Investigator following the Evidence Review.

The Title IX Coordinator will simultaneously provide the Investigation Report and all attached materials that are not privileged to the parties and their advisors in an electronic format or a hard copy at least ten (10) calendar days prior to the hearing. The Complainant and Respondent may submit a written response to the Investigation Report that will be considered by the Decision Maker. The written response must be submitted within ten (10) calendar days of notice of the availability of the Investigation Report.

### **7. Review for Mandatory Dismissal Following Investigation**

The Title Coordinator will review the Investigation Report to evaluate whether the conduct alleged in the Formal Complaint falls within the scope of the Policy and the definition of Title IX Sexual Harassment. If the Title IX Coordinator determines that the conduct alleged in the Formal Complaint does not fall within the scope of the Policy and/or the definition of Title IX Harassment, the Title IX Coordinator will concurrently issue a written Notice of Dismissal to both parties and provide information regarding how to appeal the dismissal.

### **8. Acceptance of Responsibility**

At any point prior to the hearing, the Respondent may elect to accept responsibility for some or all of the Policy violations at issue. Where there is an acceptance of responsibility as to some but not all of the charges, the investigation will continue to conclusion and any acceptance of responsibility will be documented in the Investigation Report and the matter will proceed to the hearing as set forth below. Where there is an acceptance of responsibility as to all of the potential Policy violations, the Investigator will complete an Investigation Report of all information gathered to date and the Title IX Coordinator will refer the matter to the Decision Maker to a conduct a hearing on the issue of sanctions, or, where both parties agree, the matter may also be resolved through the Alternative Resolution process set forth below.

### **9. Hearing**

#### **a. *Notice of Hearing***

The Title IX Coordinator will simultaneously provide the Complainant and Respondent with a written Notice of Hearing. The Notice of Hearing will include the date, time, and location of the hearing; the name of the Decision Maker; and instructions on how to challenge participation of the Decision Maker on the basis of conflict of interest or bias.

#### **b. *Decision Maker***

The Title IX Coordinator will appoint a Decision Maker from a pool of trained members of the SHBH community or, at the discretion of the Title IX Coordinator, an external, trained professional. The role of the Decision Maker is to provide all parties with an equitable opportunity to be heard and to reach a full and fair determination as to responsibility and imposition of any sanction, should there be a finding of responsibility.

The Decision Maker will conduct a fair, impartial, and objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence. The Decision Maker may reach credibility determinations but may not base credibility determinations on an individual's status as a Complainant, Respondent, or witness. The Decision Maker must be free of conflict of interest or bias for or against either party. The Complainant and Respondent will be provided the name of the Decision Maker in advance and have the opportunity to raise a challenge for bias or conflict of interest to the Title IX Coordinator prior to the hearing.

***c. Pre-Hearing Conference***

The Decision Maker may convene a pre-hearing conference to ensure that the parties and their advisors understand the hearing process and allow for significant issues to be addressed in advance of the hearing. The Decision Maker may also discuss questions regarding admissibility of evidence, review hearing logistics, and address other pre-hearing issues as necessary during the pre-hearing conference. The parties will be provided advance written notice of the date, time, and location of any pre-hearing conference.

***d. Location of Hearing***

The hearing will be live and require the participants to simultaneously see and hear each other. A hearing may be conducted with all parties physically present in the same geographic location. Alternatively, at the discretion of the Title IX Coordinator, any or all parties, witnesses, or other participants may appear at the hearing virtually, with technology enabling participants simultaneously to see and hear each other. Either party may request that the parties be located in separate rooms or locations for the hearing, with technology enabling the Decision Maker and parties to simultaneously see and hear the party or witness answering questions. Such a request should be submitted to the Title IX Coordinator at least three (3) calendar days prior to the hearing. Nothing in this section requires the parties to appear in-person before the hearing Officer and the hearing may proceed with all parties participating virtually as appropriate and necessary. The format of the hearing (e.g., in person or virtual) is at the discretion of the Decision Maker and/or Title IX Coordinator.

***e. Participation in Hearing***

*Parties.* Both the Complainant and the Respondent have a right to be present at the hearing. If, despite being notified of the date, time, and location of the hearing, either party is not in attendance, the hearing may proceed and applicable remedies sanctions may be imposed. Neither party is required to participate in the hearing in order for the hearing to proceed.

*Advisors.* While the advisor may provide support and advice to a party at the hearing, the advisor may not speak on behalf of the party or otherwise participate in, or in any manner disrupt, the hearing, except to conduct cross-examination on behalf of the party.

*Investigator and Witnesses.* SHBH will be responsible for scheduling witnesses at the hearing. Prior to the hearing, each party will be asked to identify any witnesses, including the Investigator, whom the party's advisor plans to cross-examine at the hearing. The Decision Maker will also identify any witnesses, including the Investigator, it would like to be present at the hearing for

questioning. If neither a party nor the Decision Maker request the presence of a witness at the hearing, SHBH will not request that witness's attendance at the hearing and any information submitted by that witness during the investigation may be considered by the Decision Maker.

Parties and witnesses are not required to appear at the hearing, and any information submitted to or obtained by the Investigator during the investigation may be considered by the Decision Maker even if a party or witness or party elects not to participate in the hearing. The Decision Maker will not base a finding of responsibility solely on the decision of a party or witness to not participate at the hearing.

#### **f. *Hearing Format***

The hearing will be live and require the participants to simultaneously see and hear each other. A hearing may be conducted with all parties physically present in the same geographic location. Alternatively, at the discretion of the Title IX Coordinator, any or all parties, witnesses, or other participants may appear at the hearing virtually, with technology enabling participants simultaneously to see and hear each other. Either party may request that the parties be located in separate rooms or locations for the hearing, with technology enabling the Decision Maker and parties to simultaneously see and hear the party or witness answering questions. Such a request should be submitted to the Title IX Coordinator at least three (3) calendar days prior to the hearing. Nothing in this section requires the parties to appear in-person before the hearing Officer and the hearing may proceed with all parties participating virtually as appropriate and necessary. The format of the hearing (e.g., in person or virtual) is at the discretion of the Decision Maker and/or Title IX Coordinator.

The hearing is an opportunity for the parties to address the Decision Maker. The parties may address any information in the Investigation Report and supplemental statements submitted in response to the Investigation Report. SHBH will make all evidence directly related to the allegations, as shared in the Evidence Review, available to the parties at the hearing to give each party an equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

The Decision Maker has the discretion to determine the format of the hearing. Typically, the Complainant and Respondent will have an opportunity to provide an opening statement to the Decision Maker. Each party will then have an opportunity to address the Decision Maker and respond to questions by the Decision Maker, or, as described below, the other party's advisor. The Decision Maker may also choose to directly question relevant witnesses, including the Investigator. Each party will have the opportunity to conduct cross-examination of the other party, the witnesses, and the Investigator through their advisor of choice — or hearing advisor provided by SHBH — directly, verbally, and in real-time. If a party does not have an advisor present at the live hearing, SHBH will provide an advisor, free of charge, who may be, but is not required to be, an attorney, for questioning on behalf of that party.

Only relevant questions may be asked of a party or witness. The parties may submit written questions to the Decision Maker in advance but are not required to do so. Before a Complainant, Respondent, or witness responds to a question, the Decision Maker will first determine whether the question is relevant and briefly explain any decision to exclude a question as not relevant. Questions related to the following areas of inquiry are irrelevant: information protected by a legally-recognized privilege, or any party's medical, psychological, and similar records, unless the party has given voluntary, written consent; and information about the Complainant's prior sexual history, except as described above.

If a party or witness does not submit to questioning by the other party's advisors at the hearing, the Decision Maker may exercise judgment in evaluating whether their statements have a sufficient indicia of reliability to be admissible, and if so, in evaluating what weight, if any, to give to the statements of a party or witness not subject to cross-examination.

The Decision Maker may directly ask questions and elicit information from parties, witnesses, and/or the Investigator to aid the Decision Maker's findings of fact, conclusions regarding the application of the Policy to the facts, and the determination of responsibility.

Generally, the parties may not introduce evidence, including witness testimony, at the hearing that the party did not identify during the investigation and that was available at the time of the investigation. However, the Decision Maker has discretion to accept or exclude, for good cause, new evidence offered at the hearing.

After all parties and witnesses have been heard, the parties will have an opportunity to provide a closing statement. The advisor may not provide the opening or closing statement and may not provide answers or responses on behalf of a party. The advisor's role during the hearing is to conduct questioning of the other party and any witnesses. A party may never conduct questioning of the other party themselves.

The hearing will be recorded by SHBH. The parties, participants, and/or observers are not permitted to make any audio or video recordings of the hearing. However, upon request, the hearing transcript will be made available to the parties for review and inspection.

## **10. Determination by the Decision Maker**

After the hearing, the Decision Maker will objectively evaluate all relevant evidence, both inculpatory and exculpatory, and reach a determination regarding whether there is sufficient evidence, by a preponderance of the evidence, to support a finding of responsibility on the part of Respondent for each allegation under investigation. If the Decision Maker finds that there is sufficient evidence to support a finding of responsibility by a preponderance of the evidence, the Decision Maker will then determine the appropriate sanction(s).

### **a. *Standard of Evidence***

The standard of review that SHBH will use when reviewing a Formal Complaint and making related determinations is preponderance of the evidence. This means that SHBH will decide

whether it is more likely than not, based upon the available information, that the Respondent is responsible for the alleged Policy violation(s).

**b. *Sanctions***

Sanctions imposed upon students can include a range of sanctions, including one or more of the following: warning, censure, education, counseling, disciplinary probation, loss of privileges, suspension or expulsion from SHBH housing, suspension or expulsion from SHBH premises, and/or suspension or expulsion from SHBH's academic or extracurricular programs. Any of these sanctions may be supplemented with additional required actions by the Respondent.

Sanctions imposed on employees can include one or more of the following: warning, censure, education, counseling, disciplinary probation, paid or unpaid suspension of employment, demotion, or termination of employment.

**c. *Remedies***

The Title IX Coordinator will review the determination of responsibility and sanction, if any, to determine whether additional remedies for the Complainant or the SHBH community are necessary to restore and preserve equal access to SHBH's education program and activity. Examples of such remedies may include the continuation or initiation of supportive measures, including the provision of counseling, academic services, escort services, and/or training for members of the SHBH community, as well as modifications to academic, employment, or housing conditions or assignments.

**11. Written Notice of Outcome**

The Decision Maker will prepare a written decision, including the finding of responsibility or non-responsibility, and rationale. The Title IX Coordinator will issue the Written Notice of Outcome to the Complainant and Respondent within ten (10) calendar days following the conclusion of the hearing.

The Written Notice of Outcome will include:

- identification of the allegations potentially constituting Title IX Sexual Harassment;
- a description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- findings of fact supporting the determination;
- conclusions regarding the application of this Policy to the facts;
- a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions imposed on the Respondent, and whether remedies designed to restore or preserve equal access to SHBH's education program or activity will be provided to the Complainant; and



- the procedures and permissible bases for the Complainant and Respondent to appeal.

The determination regarding responsibility becomes final either:

- If no appeal is filed, in the date on which an appeal would no longer be considered timely; or
- If an appeal is filed, on the date that the parties are provided with the Appeal Outcome Letter.

## 12. Appeals

Both a Complainant and Respondent have the right to appeal (i) the dismissal of the Formal Complaint or any allegations included in the Formal Complaint and/or (ii) a determination regarding responsibility. The grounds for appeal are limited to the following:

- Procedural Irregularity that Affected the Outcome of the Matter.** Procedural or technical irregularities will not be sufficient to sustain an appeal unless found to have affected the outcome of the Formal Complaint.
- New Evidence, Not Reasonably Available at the Time of the Hearing, Regarding Responsibility or Dismissal of the Formal Complaint, that Could Affect the Outcome of the Matter.** An appeal on this basis is limited to new evidence that was not reasonably available at the time the determination regarding responsibility was made and that could affect the outcome of the Formal Complaint. The appeal must specify the new evidence that was not reasonably available at the time of the determination, why the evidence was unknown or unavailable, and how the new evidence could affect the outcome of the Formal Complaint.
- The Title IX Coordinator, Investigator(s), 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.** The appeal must specify the basis on which the party believes there is an actual conflict of interest or bias that affected the outcome of the matter.

A concise written request for appeal must be submitted to the Title IX Coordinator within seven (7) calendar days following delivery of the Written Notice of Outcome or the Notice of Dismissal. The request for appeal submitted by a part must:

1. Clearly identify the specific ground, from those listed above, on which the party is appealing; and

2. With reasonable specificity, state the factual basis for the appeal and the reasoning as to why the decision or dismissal being appealed should be reversed or modified.

If the party files an appeal, the Title IX Coordinator will promptly notify the other party in writing. If the non-appealing party wishes to submit a written response to the appeal, they must do so in writing to the Title IX Coordinator within seven (7) calendar days of the notification the filing of an appeal. Written appeal submissions will be shared with both parties.

The Title IX Coordinator will designate an Appeals Officer. The designated Appeals Officer may be an external professional or a SHBH administrator who is appropriately trained and free from conflict of interest or bias. Either party may challenge the Appeals Officer on the basis of conflict of interest or bias.

The Appeals Officer will review the Formal Complaint, the Investigation Report (including all exhibits and related materials), any audio recording and/or transcript of the hearing, any other evidence considered by the Decision Maker, the Written Notice of Outcome, and the written appeal submissions by the parties. The Appeals Officer may: (a) affirm the findings or determination of responsibility; (2) affirm or modify the sanction(s); or (3) remand the matter for reevaluation or further investigation. In reaching a decision, the Appeals Officer has the discretion to consult with relevant stakeholders.

The Appeals Officer will issue an Appeal Outcome Letter providing written notice of the appeal determination and explaining the result of the appeal and the rationale the decision within (10) calendar days of the Appeals Officer's receipt of the appeal unless the Appeals Officers requests an extension of time from the Title IX Coordinator for good cause. The Appeals Officer will provide the Appeal Outcome Letter to the Title IX Coordinator who will, in turn, provide the Appeal Outcome Letter simultaneously to the parties.

The decision by the Appeals Officer is final.

### **13. Timeframe for Resolution**

SHBH will seek to complete the Formal Resolution process in a prompt and timely manner consistent with the reasonably prompt timeframes for the major stages of the process designated in this Grievance Process. SHBH may extend any timeframe in this Grievance Process for good cause. An extension may be required for good cause to ensure the integrity and thoroughness of the investigation; to comply with a request by law enforcement; in response to the unavailability of the parties (or their advisors) or witnesses; based on the need for language assistance or accommodation of disabilities; or for other legitimate reasons, such as intervening breaks in the academic calendar, finals periods, the complexity of the investigation, the volume of information or length of the written record, and/or the severity and extent of the alleged misconduct. While requests for delays by the parties may be considered, SHBH cannot unduly or unreasonably delay the prompt resolution of a report under this Grievance Process.

Reasonable requests for delays by the parties will serve to extend the anticipated time period for resolution of the report. The Title IX Coordinator, in consultation with the Investigator, has the

authority to determine whether an extension is required or warranted by the circumstances, and will notify the parties in writing of any extension of the timeframes for good cause and the reason for the extension.

SHBH's overarching goal is that all complaints be investigated in a prompt, fair, and impartial manner. Although cooperation with law enforcement may require SHBH to suspend the fact-gathering portion of the investigation temporarily, SHBH will promptly resume its investigation as soon as it is notified by law enforcement that it has completed its initial evidence gathering process. SHBH will not, however, wait for the conclusion of a criminal proceeding to begin its own investigation and, if needed, will take immediate steps to provide appropriate supportive measures for the Complainant and Respondent.

#### **14. Conflict of Interest or Bias**

Any party who believes the Title IX Coordinator, Investigator, Decision Maker, or Appeals Officer has a conflict of interest or bias must raise the concern promptly so that SHBH may evaluate the concern and find a substitute, if appropriate. If a party believes that the Investigator, Decision Maker, or Appeals Officer has a conflict of interest or bias, the party should submit a written objection to the Title IX Coordinator within three (3) calendar days of a party's notice of the individual's participation. Such objection must state the specific reasons(s) for the objection. If a party believes the Title IX coordinator has a conflict of interest, the parties should notify the Chief Executive Officer within three (3) calendar days of the date of the Written Notice of Allegations.

#### **F. ALTERNATIVE RESOLUTION**

Following the receipt of a Formal Complaint, SHBH may resolve reports through Informal Resolution, as appropriate based on the circumstances. Informal Resolution is available only once a Formal Complaint has been filed, prior to a determination of responsibility, and if the Complainant and Respondent voluntarily consent to the process in writing. Under the Title IX regulations and this Grievance Process, Informal Resolution is not available in cases in which an employee is alleged to have sexually harassed a student. In all cases, the Title IX Coordinator will have discretion to determine whether or not Alternative Resolution, or any particular form of Alternative Resolution, is appropriate to the circumstances.

Alternative Resolution may involve agreement to pursue individual or community remedies, including targeted or broad-based educational programming or training; supported direct conversation or interaction with the Respondent; mediation; indirect action by the Title IX Coordinator or other appropriate SHBH officials; and other forms of resolution that can be tailored to the needs of the parties. With the voluntary consent of the parties, Alternative Resolution may be used to impose agreed-upon disciplinary sanctions. Any Alternative Resolution Facilitator will be trained and free from conflicts of interest or bias for or against Complainants or Respondents generally or against an individual Complainant or Respondent.

If the parties are interested in pursuing Alternative Resolution, the Title IX Coordinator will send written notices to the parties describing the allegations at issue, the requirements of the

Alternative Resolution process, the right to end the Alternative Resolution process at any time prior to resolution and resume the Formal Complaint process, and the consequences resulting from participating in the Alternative Resolution. Any statements that the parties make during the alternative resolution process cannot be introduced in any other investigative or adjudicative proceeding at SHBH, including if the alternative resolution process is terminated and a formal resolution process resumes under this Policy. All parties will be required to return signed copies of the written notices agreeing to the Alternative Resolution process.

With any form of Alternative Resolution, each party has the right to choose and consult with an advisor. The advisor may be any person, including an attorney, who is not otherwise a party or witness to the reported incident(s). The parties may be accompanied by their respective advisors at any meeting or proceeding held as part of Alternative Resolution. While the advisors may provide support and advice to the parties at any meeting and/or proceeding, they may not speak on behalf of the parties or otherwise participate in, or in any manner disrupt, such meetings and/or proceedings.

Any form of Alternative Resolution and any combination of interventions and remedies may be utilized. If an agreement acceptable to SHBH, the Complainant, and the Respondent is reached through Alternative Resolution, the terms of the agreement are implemented and the matter is resolved and closed. The Title IX Coordinator or designee will monitor the implementation of the agreement as appropriate. If an agreement between the parties and subject to the Title Coordinator's approval is not reached or if a Respondent fails to comply with the terms of the Alternative Resolution, the Formal Complaint may be referred for investigation or an investigation may resume under the formal resolution process. Depending on the terms of the Alternative Resolution agreement, the matter may be considered closed, and the parties will be precluded from filing another Formal Complaint arising from the same set of facts or circumstances.

Prior to reaching a resolution, any party can withdraw from the Alternative Resolution process, and SHBH will resume the Formal Complaint process.

SHBH's goal is to complete an Alternative Resolution within thirty (30) calendar days of the parties' written agreement to participate in the process. If SHBH anticipates the process will take longer, written notification will be provided to the parties with an explanation regarding the delay.

## **VI. OBLIGATION TO PROVIDE TRUTHFUL INFORMATION**

All SHBH community members are expected to provide truthful information in any proceeding under this Policy. Submitting or providing deliberately false or misleading information in bad faith or with a view to personal gain or intentional harm to another in connection with an incident of Title IX Sexual Harassment is prohibited and subject to disciplinary sanctions. This provision does not apply to reports made or information provided in good faith, even if the facts alleged in the report are erroneous or are not later substantiated.

## **VII. RECORD RETENTION**

SHBH will create and maintain the following records for a period of seven (7) years: records of any actions, including any supportive measures, taken in response to a report or Formal Complaint of Title IX Sexual Harassment; records of investigations, including any determination regarding responsibility and any audio or audiovisual recording(s) or transcript(s) created, any

disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant; any appeal and the result of that appeal; and any informal or alternative resolution, and the result of such resolution processes. These records will be maintained in accordance with the privacy protections set forth in Title IX, Title VII, the Clery Act, FERPA, and applicable state law.