

# **HULL CHRISTIAN SCHOOL**

## **Title IX Policy**

Hull Christian School (“Hull Christian” or the “School”) affirms its commitment to compliance with Title IX of the Education Amendment to the Civil Rights Act of 1972 (“Title IX”), which prohibits sex discrimination in any education program or activity. The School Board Hull Christian (the “Board”) has adopted the following policy to address discrimination on the basis of sex at Hull Christian (the “Policy”). This Policy strictly prohibits all forms of sex discrimination—including, but not limited to, sexual harassment—within Hull Christian and, with the other prohibitions of discrimination set forth in the Parent Handbook, the Employee Handbook, and other Hull Christian policies helps Hull Christian provide an environment in which all students and staff members can learn, work, and grow free from sexual harassment and sex discrimination.

### **I. TITLE IX COORDINATOR**

The Board hereby designates the Principal as the Title IX Coordinator for Hull Christian (the “Title IX Coordinator”). Questions regarding this Policy or Hull Christian’s Title IX requirements may be directed to the Title IX Coordinator and/or the Assistant Secretary at the U.S. Department of Education. Additionally, in accordance with Title IX and as described in this Policy, the Title IX Coordinator will oversee the School’s response to formal complaints filed, reports submit, and notice received regarding sexual harassment, sex discrimination, or retaliation.

Whether to raise a question or submit a complaint or report pursuant to this Policy, please use the designated contact information set forth below to contact the Title IX Coordinator.

**Mail:** Hull Christian School  
Attn: Title IX Coordinator  
1301 5<sup>th</sup> Street  
PO Box 550  
Hull, Iowa 51239

**Email:** [rtenpas@hullchristian.com](mailto:rtenpas@hullchristian.com)

**Telephone:** (712) 439-2273

**Fax:** 888-990-0581

### **II. ANNUAL TITLE IX NOTICE**

Pursuant to Title IX, Hull Christian shall circulate notice of this Policy and identity of the School’s Title IX Coordinator to students, staff, and parents on an annual basis. Further, Hull Christian shall incorporate such notice into all student and staff handbooks.

### III. JURISDICTION

#### A. Persons

This Policy applies to all students enrolled in Hull Christian; School staff members, whether employees or independent contractors and full- or part-time, hired by or on behalf of Hull Christian; other contractors, vendors, and volunteers serving the School; and members of the Board collectively, “Covered Individuals”).

#### B. Conduct

1. Conduct at School or School-Sponsored Events. This Policy may apply to conduct that takes place on property owned, operated, and/or controlled by the School or at School-sponsored events.

2. Conduct Affecting School Participation. This Policy will apply to the effects of misconduct that occurs off property owned, operated, or controlled by the School if such misconduct effectively deprives an individual who is participating in or attempting to participate in education programs, educational activities, employment, or employment-related activities offered by and/or through Hull Christian.

3. Online Conduct.

a. This Policy will apply to online manifestations of Title IX sexual harassment when those behaviors occur in or have a substantial effect or disruption to Hull Christian’s education program or activities; are made in an employee’s official or work-related capacity; or use Hull Christian’s networks, technologies or equipment.

b. This Policy will apply to online postings or electronic communications that qualifies as sexual harassment regardless of whether it occurs on the Hull Christian’s networks, technologies or equipment or between the Hull Christian’s email accounts if such misconduct effectively deprives an individual who is participating in or attempting to participate in Hull Christian’s educational programs, activities, or employment access to the Hull Christian’s educational program, activities, or employment.

### IV. DEFINITIONS

Actual Knowledge – Notice of sexual harassment or allegations of the same provided to the Title IX Coordinator or any employee of Hull Christian (other than a Respondent in circumstances where the Respondent is a staff member, contractor, consultant, vendor, volunteer, or member of the Board of or for the School).

Advisor – A person chosen by a party to accompany the party to meetings or interviews related to the resolution process and to advise the party on that process.

**Complainant** – An individual who is alleged to be the victim of conduct that could constitute sexual harassment, sex discrimination, or retaliation for engaging in a protected activity pursuant to Title IX.

**Consent** – Engaging in sexual activity knowingly, voluntarily, and with clear permission by word or action. Consent may be withdrawn at any time. Consent will be interpreted in accordance with Iowa law.

**Covered Individuals** -- Students, employees (part- or full-time), contractors, consultants, vendors, Members of the Board, and volunteers.

**Decision-Maker** – Individuals who have decision-making authority from Hull Christian and pursuant to this Policy, particularly those sections outlining the School’s Title IX grievance process.

**Education Program or Activity** – Locations, events, or circumstances where Hull Christian exercises substantial control over both the Respondent and the context in which the sexual harassment occurs. For purposes of Title IX, the sexual harassment must occur within the United States.

**Formal Complaint** – A document filed by an eligible Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that Hull Christian investigate the allegation of sexual harassment under Title IX.

**Investigator** – The person or persons assigned by Hull Christian to gather facts about an alleged violation of this Policy, assess relevance and credibility, synthesize the evidence, and compile this information into an investigation report and file of directly related evidence.

**Notice** – Notice as used in this Policy includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator.

**Preponderance of the Evidence** – A standard of evidence that, when satisfied or met, means, means it is more likely than not that the act of sexual harassment, sex discrimination, and/or retaliation more likely than not did occur and more likely than not the Respondent(s) committed the act.

**Reporting Party** – A person other than a Complainant who submits a report of conduct could constitute sexual harassment, sex discrimination, or retaliation for engaging in a protected activity pursuant to Title IX.

**Respondent** – An individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, sex discrimination, or retaliation for engaging in a protected activity pursuant to Title IX.

**Supportive Measures** – Non-disciplinary, non-punitive individualized services and support designed, offered, and/or implemented as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent any time after a report or receipt of notice of

concerns regarding sexual harassment, sex discrimination, or retaliation, regardless of whether a formal complaint has been filed.

## V. **PROHIBITED CONDUCT**

### A. **Sexual Harassment**

Conduct on the basis of sex, which constitutes one or more of the types of misconduct defined below:

1. **Quid Pro Quo Harassment.** A staff member of Hull Christian conditioning the provision of an aid, benefit, or service from, by, or through the School on an individual's participation in unwelcome sexual conduct.

2. **Severe, Pervasive, and Objectively Offensive Unwelcome Conduct.** 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 School's education program, educational activity, or workplace. Unwelcomeness and objectively offensive conduct are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident occurred and any similar previous patterns that may be evidenced.

3. **Sexual Assault, Sex Offense, Dating Violence, Domestic Violence, or Stalking.** Any instance of sexual assault (as defined in the Clery Act, 20 United States Code section 1092(f)(6)A(v)), any forcible or non-forcible sex offense, dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code section 12291).

### B. **Retaliation**

Intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured under Title IX or 34 CFR Part 106, or because the individual made a complaint or report, testified, assisted, participated, or refused to participate in an investigation or proceeding under this policy.

## VI. **REPORTING PROHIBITED CONDUCT**

### A. **Mandatory Reporting**

1. **The Rule.** All Covered Individuals who are adults ("Mandatory Reporters") must report to the Title IX Coordinator any and all sex discrimination, sexual harassment, and retaliation concerns that they become aware of in the scope of their role, whether it involves students, adults, or conduct between adults and students.

2. Procedure. Submit all mandatory reports, as defined by this subsection of the Policy, to the Title IX Coordinator immediately or as soon as practicable, but in no event later than 24 hours after becoming aware of such conduct. Mandatory Reporters may submit their reports in person or by mail, telephone, fax, email, or by any other means that results in the Title IX Coordinator receiving the person's written or verbal report.

3. Consequence of Non-Reporting. Failure to report pursuant to this Policy may result in discipline/sanctions, up to and including termination and removal from School premises.

4. Related Reporting Obligations. The nature of the potential sex discrimination or retaliation at issue may trigger additional reporting obligations of certain Covered Individuals. If the misconduct involves a student and any suspicion of abuse—including, but not limited to, sexual abuse, physical abuse, verbal abuse, and emotional abuse—or neglect of any kind, the State of Iowa's mandatory reporting law, Iowa Code § 232.69, requires all licensed educators, certified para-educators, and other school employees who are eighteen years of age or older to report suspected abuse or neglect of a child to the Department of Health and Human Services and, in some cases, to local law enforcement.

#### **B. All Other Reporting**

1. Permissive Reporting. Any person may report sex discrimination, including sexual harassment, to Hull Christian.

2. Reporting Forms. To facilitate the reporting process, Hull Christian has created forms that anyone may use to make a formal complaint or submit a report pursuant to Title IX. Such forms are accessible as follows:

**Hard Copies:** School Office  
Hull Christian School  
1301 5<sup>th</sup> Street  
PO Box 550  
Hull, Iowa 51239

**Electronic:** <https://www.hullchristian.com>

3. Complainants and Reporting Parties may submit their complaints and reports in person or by mail, telephone, fax, email, or by any other means that results in the Title IX Coordinator receiving the person's written or verbal report. For the designated contact information for the Title IX Coordinator, please see Section I on page 1 of this Policy.

#### **VII. SCREENING REPORTS AND COMPLAINTS**

Any time the Title IX Coordinator receives notice of sexual harassment or allegations of sexual harassment that would be prohibited by any law or any applicable School policy, procedure, code of conduct, and/or rule, including, but not limited to Title IX and this Policy, the Title IX Coordinator will promptly review the notice or allegations to determine if one or more of the elements exist:

1. The report or allegations could constitute sexual harassment under Title IX;
2. The report or allegations could constitute a form of unlawful discrimination other than sexual harassment under Title IX; and/or
3. The report or allegations could constitute a violation of any School policies, procedures, code of conduct, or rules that apply to the alleged offender or Respondent.

Hull Christian will process all reports or allegations of sexual harassment according to the appropriate procedures or, in the alternative, inform the person who reported the incident that the report or allegations do not meet the standards on which the School could proceed pursuant to its policies or procedures.

### **VIII. REPORTS OR NOTICE OF SEXUAL HARASSMENT WITHOUT A FORMAL COMPLAINT**

#### **A. Applicability**

This section of the Policy applies any time that the Title IX Coordinator determines that the School has notice of Title IX sexual harassment or allegations of Title IX sexual harassment, but no formal complaint of Title IX sexual harassment has been filed by a Complainant or signed by the Title IX Coordinator.

#### **B. Procedure**

1. Identification of Supportive Measures. In consultation with other School administrators as needed, the Title IX Coordinator will coordinate the identification, offering, and implementation of appropriate supportive measures for the Complainant. For more information on supportive measures, please see Section XV of this Policy.

2. Contacting the Complainant. The Title IX Coordinator must promptly contact, or direct an official with authority to contact, the Complainant to:

1. Discuss the availability of supportive measures;
2. Consider the Complainant's wishes with respect to supportive measures;
3. Inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint; and
4. Explain to the Complainant the process for filing a formal complaint.

#### **C. The Complainant's Choice**

It is the Complainant's choice whether the Complainant will file a formal complaint of Title IX sex discrimination, sexual harassment, and/or retaliation after the initial report or notice is addressed pursuant to this section of the Policy. If an eligible Complainant elects to do so at any point, the formal complaint shall be processed as provided within this Policy.

**IX. FILING A FORMAL COMPLAINT****A. Who May File**

An individual who is alleged to be the victim of the conduct that could constitute sexual harassment under Title IX (i.e., a “Complainant”), or a parent or guardian who is acting on behalf of such an individual, may file a formal complaint of sexual harassment, as defined under Title IX (34 C.F.R. § 106.30). For students, absent extraordinary circumstances, the students’ parents or guardians will be permitted to participate in the Title IX process and make decisions pursuant to this Policy.

**B. Procedure for Complainants**

1. File the formal complaint with the Title IX Coordinator by submitting the document or electronic submission in person, by mail, or by electronic mail, using the contact information Hull Christian has established for the Title IX Coordinator. A formal complaint may be in addition to or in lieu of any other report(s) of the same alleged conduct.

2. At the time of filing a formal complaint, the Complainant must be participating in or attempting to participate in the School’s education program, educational activity, or workplace.

3. The formal complaint must be in the form of a document or an electronic submission (e.g., an electronic mail message) that:

- a. Alleges sexual harassment against a Respondent who is identified by name, if known (if the identity of the Respondent is not known, it is not necessary to identify the Respondent by name);
- b. Requests that the School investigate the allegation of sexual harassment; and
- c. Contains the Complainant's physical or electronic signature or otherwise indicates that the Complainant is the person filing the formal complaint.

**C. Complaints Signed by the Title IX Coordinator**

1. If a person is not eligible to file a formal complaint of sexual harassment under Title IX, or if a Complainant chooses not to file a formal complaint, the grievance process may nevertheless continue if a formal complaint is signed by the Title IX Coordinator.

2. The Title IX Coordinator may sign a Title IX formal complaint if he/she determines, on behalf of Hull Christian, that the School’s interest in safety and/or potential sanctions for any Respondent(s) make an investigation and determination pursuant to a formal complaint reasonably necessary under the circumstances. The Title IX Coordinator may consult with Hull Christian’s legal counsel or other appropriate School administrators prior to making this determination.

3. The Title IX Coordinator shall not sign a formal complaint against the wishes of a Complainant if involving an unwilling Complainant in the grievance process would be clearly unreasonable in light of the known circumstances.

4. Upon signing a formal complaint, the Title IX Coordinator does not become a Complainant or a party to the complaint. Rather, any Complainant who is identified in relation to the allegations retains his/her status as a Complainant in connection with the grievance process, regardless of the filing of a formal complaint through this alternative procedure.

**X. GRIEVANCE PROCESS FOR FORMAL COMPLAINTS OF SEXUAL HARASSMENT UNDER TITLE IX**

**A. Applicability**

This grievance process applies to formal complaints of Title IX sexual harassment. Except to the extent a formal complaint is dismissed (in whole or in part), Hull Christian is obligated to investigate a formal complaint of Title IX sexual harassment pursuant to this process. No Title IX Complainant is obligated to file a formal complaint, but a qualifying formal complaint is necessary for Hull Christian to start an investigation of Title IX sexual harassment allegations using this formal grievance process.

**B. Standards**

1. Hull Christian shall apply any provisions, rules, or practices other than those found within this section of the Policy equally to all parties.

2. Unless required by law, Hull Christian shall follow this grievance process when a formal complaint is filed 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, performing an emergency removal, and placing an employee on administrative leave while a formal complaint is pending in accordance with the Staff Handbook.

3. Hull Christian shall presume that the Respondent is not responsible for the alleged conduct until the Title IX Coordinator or other properly designated decision-maker reaches a determination regarding responsibility at the conclusion of the grievance process by the preponderance of the evidence standard.

4. Hull Christian shall treat Complainants and Respondents equitably by providing remedies to a Complainant where a determination of responsibility for sexual harassment has been made against the Respondent.

5. The Title IX Coordinator and all persons who are authorized to act as agents in connection with the grievance process shall:



- a. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility without respect to a person's status as a Complainant, Respondent or witness.
  - b. Ensure that they are free from any conflict of interest or bias for or against Complainants or Respondents generally or for or against an individual Complainant or Respondent.
  - c. Refrain from requiring, allowing, relying upon, or otherwise using questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege (e.g., attorney-client privilege), unless the person holding such privilege has waived the privilege.
  - d. Refrain from accessing, considering, disclosing, or otherwise using a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the School obtains that party's voluntary, written consent to do so for purposes of the grievance process (if a party is under 18 years old, then the School must obtain the voluntary, written consent of a parent or guardian).
  - e. Avoid restricting the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence, except as expressly permitted or required by applicable law. This provision does not restrict the School or its agents from requiring the parties to a formal complaint (including their advisors) to refrain from disseminating certain evidence or other records to others, provided that any such requirements must be lawful and must not unreasonably interfere with the purposes of this grievance process. In some situations, established law may independently prohibit any such dissemination of particular evidence/records.
6. Hull Christian may act to remove a student Respondent entirely or partially from its education programs or educational 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 sexual harassment justifies removal.
- a. 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.
  - b. Any emergency removal shall be in accordance with all rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act, as appropriate.
  - c. Hull Christian may place a non-student employee Respondent on administrative leave during the pendency of a grievance process under existing procedures, without modifying any rights provided under Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

**C. Written Notice**

1. Original Notice. Hull Christian shall provide all known parties (i.e., Complainants and Respondents) with written notice of the formal complaint as described with this subsection of the Policy (“Written Notice”) within 15 business days of receiving the formal complaint, but no later than the date necessary to provide each party at least 5 calendar days before School will require such party to appear for an initial investigative interview.

2. Contents. The Title IX Coordinator shall prepare and issue a Written Notice that includes the following:

a. A description of the grievance process for formal complaints of Title IX sexual harassment, including a description of any informal resolution process, or, alternatively, a copy of the relevant sections of this Policy.

b. Identification and notice of the allegations potentially constituting sexual harassment pursuant to Title IX and this Policy and a sufficient description of those details known at the time about such allegations against the Response, including:

- i. The identities of the parties involved in the alleged incident(s), if known;
- ii. The conduct allegedly constituting sexual harassment under Title IX; and
- iii. The date and location of the alleged incident, if known.

c. A statement that Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process and based upon the preponderance of evidence standard.

d. A statement that the parties may have an Advisor of their choice (who may be, but is not required to be, an attorney) to accompany the party to and advise the party about each proceeding, interview, and meeting during the grievance process when the party attends any Hull Christian meeting or proceeding that is part of the grievance process.

e. A statement that the parties have the right to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint.

f. A notice informing the parties that pursuant to this Policy, Hull Christian prohibits any person from knowingly making false statements or knowingly submitting false information at any point during the grievance process.

2. Supplemental Notice. If, in the course of an investigation, Hull Christian decides to investigate allegations about the Complainant or Respondent that were not included in the initial notice of allegations, the Title IX Coordinator must provide written notice of the additional allegations to all parties whose identities are known.

**D. Investigation**

1. Primary Objectives. An investigator assigned by Hull Christian will conduct an investigation of the allegations of which the parties have been notified. The purpose of the

investigation is to gather evidence. In the Title IX grievance process, Hull Christian has the burden of gathering evidence, both inculpatory and exculpatory, sufficient to reach a determination regarding responsibility. Additionally, Hull Christian shall conduct a balanced and thorough investigation and shall not require either of the parties to put forth the evidence that would be necessary to either prove or defeat the allegations.

2. Criminal Conduct and Timing of the Investigation. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, Hull Christian will notify the Complainant of the Complainant's right to file a criminal complaint and Hull Christian employees will not dissuade the Complainant from filing a criminal complaint either during or after Hull Christian's investigation.

3. The Evidence Collection Process. When conducting the investigation, the Investigator will:

a. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of any investigative interview or other meeting held as part of the investigation, with sufficient time for the party to prepare to participate.

b. Allow any party to be accompanied to any investigative interview or other meeting held as part of the investigation by one advisor of their choice. Under any circumstances where a parent or guardian has a legal right to act on behalf of a party (e.g., because the party is a minor), the party's parent or guardian may also accompany the party to any such investigative interview.

c. Conduct one or more investigative interviews of the Complainant(s), the Respondent(s), and such witnesses as the investigator determines may provide relevant evidence that is able to be considered and that is not unduly duplicative.

d. Offer each party an opportunity to identify fact and expert witnesses who the party believes should be interviewed as part of the investigation, along with the nature of the evidence that the party believes the witness may be able to provide. If the investigator declines to interview a witness identified by a party or is unable to interview a witness (e.g., because the witness is not willing to participate or is not reasonably available), the investigator shall document the reason for such decision or unavailability and, unless prohibited by law from doing so, provide the parties with such explanation upon request.

e. Consider such documentary and other evidence as a party may wish to provide, except that no party or his/her advisor will be permitted to conduct direct, in-person questioning of another party or of any third-party witness. If the investigator rules that any evidence provided will not be accepted into the record of the investigation, the investigator shall document the reason for such ruling; return the evidence to the party that offered it (in the case of physical evidence); and, unless prohibited by law from doing so, provide the parties with the reason the evidence was rejected upon request.

f. Accept such other evidence into the record as the investigator deems relevant and directly related to the allegations, recognizing that nothing prohibits an investigator from initially accepting evidence that may not be relevant.

4. Producing Evidence Gathered. After the investigator completes the process of gathering evidence, the Investigator (or a designee acting on his/her behalf) must provide each party to the complaint and Advisor, if any, with copies of all evidence, whether in hard copy or electronic format, gathered or otherwise obtained as part of the investigation, regardless of its source, as long as it is directly related to the pending allegations. This includes:

- a. Inculpatory evidence;
- b. Exculpatory evidence; and
- c. Evidence upon which Hull Christian does not intend to rely in reaching a determination regarding responsibility.

5. Responses from the Parties. The Investigator must give the parties at least 10 calendar days to submit a written response to the evidence. Providing such a response is optional. The 10-day period shall begin on date that the evidence is delivered to the parties.

6. The Investigation Report. After receiving and giving due consideration to any timely written responses received from the parties, the Investigator shall complete an investigative report that fairly summarizes the relevant evidence (the "Report").

- a. In the report, the Investigator may convey facts, observations, or impressions that address the credibility of particular persons or other evidence, but any such credibility determinations conveyed in the Report are not binding on the Decision-maker.
- b. In the Report, the Investigator shall not advocate for a specific determination or outcome.

7. Producing the Report. The Investigator or the Investigator's designee shall send to each party and Advisor, if any, the investigative report in an electronic format or a hard copy.

8. Additional Responses from the Parties. Beginning from the date that the investigative report is delivered to the parties, the parties will be given 10 calendar days to provide a written response to the report, which response (if any) will become part of the record to be reviewed by the decision-maker. Providing such a response is optional.

9. Concluding the Investigation. The Investigator will forward the final investigative report and complete investigative record to the Decision-maker designated by Hull Christian for a determination of responsibility.

#### **E. The Decision – Determination of Responsibility**

1. The Decision-Maker. A Decision-Maker assigned by Hull Christian will make a determination of responsibility with respect to the allegations of which the parties have been notified and which have been subject to investigation based on an analysis of the relevant evidence.

2. An Opportunity Right to Inquire. As early as the point at which the School sends the final investigative report to the parties, or shortly thereafter, the Decision-maker, or the Decision-maker's designee, shall inform all parties and Advisors, if any, that each party has the opportunity to submit written, relevant questions that a party wants asked of any party or witness

prior to the determination of responsibility, subject to the limitations set forth in this subsection of the Policy. Parties shall have at least 5 calendar days to submit questions.

3. Notice. The Decision-maker shall provide written notice of this opportunity, identifying the submission deadline and the allowable method(s) of submission.

4. The Inquiry Process. If any questions are submitted by the parties, the decision-maker shall:

- a. Pose the submitted questions to the relevant person(s) and provide each party with the answers; or
- b. Explain to the party proposing the questions any decision to exclude a question as not relevant or as otherwise impermissible in the context of this grievance process.

5. Supplemental Inquiry Process. If any questions were submitted, posed, and answered as provided immediately above, then the Decision-maker shall permit a limited opportunity for the parties to submit follow-up questions pursuant to the following requirements:

- a. Any such follow-up questions must be directly related to the initial question and answers and must not be duplicative of other evidence that is already in the record.
- b. The Decision-maker shall identify a submission deadline for such follow-up questions, which shall be a minimum of 3 calendar days from the date that the parties are provided with the answers to the initial questions.
- c. The Decision-maker shall either pose the follow-up questions and provide each party with the answers or explain any decision to exclude a question, in the same manner provided above with respect to the initial questions.

6. The Decision-Making Process. In making determinations of responsibility with respect to the allegations addressed in the Report, the Decision-maker shall, in all cases, evaluate the available evidence and apply the preponderance of the evidence standard to determine whether any allegation has been substantiated and whether a party has committed any misconduct with respect to such allegation(s). However, neither a Decision-maker nor any person acting as the Decision-maker's designee may hold a live, adversarial hearing involving the parties as part of this Title IX grievance process.

7. The Written Determination. The Decision-maker must issue a written determination regarding responsibility that includes all of the following:

- a. Identification of the allegations potentially constituting sexual harassment under Title IX.
- b. 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;
- c. Findings of fact supporting the determination;

d. Conclusions regarding the application of the relevant legal standards and Hull Christian's policies and procedures (i.e., School policies, handbooks, codes of conduct, and rules that apply to the party in question);

e. A statement of, and rationale for, the result as to each allegation set forth in the formal complaint, including all of the following:

- i. A determination regarding responsibility;
- ii. Any disciplinary sanctions Hull Christian imposes on the Respondent or, in cases where a particular disciplinary sanction is beyond the direct authority of the Decision-maker, a statement of the disciplinary sanction(s) that the Decision-maker is recommending as an appropriate consequence;
- iii. Whether Hull Christian will provide the Complainant with any remedies designed to restore or preserve the Complainant's equal access to the School's education program or activity; and
- iv. Hull Christian's procedures and permissible bases for the Complainant and Respondent to appeal.

8. Production to All Parties. The Decision-maker or a designee acting on his/her behalf must provide the written determination to the parties simultaneously.

9. Implementing the Determination. Hull Christian shall not enforce disciplinary sanctions and any remedies that could not be offered as supportive measures until the determination of the complaint becomes final. The determination regarding responsibility becomes final either:

a. If no appeal is filed, on the date on which an appeal would no longer be considered timely; or

b. If an appeal is filed, on the date that the recipient provides the parties with the written determination of the result of the appeal. For more information on the appeal process, please see the following section.

## **XI. APPEAL**

### **A. Grounds for Appeal**

1. Procedural Requirement. A Complainant or Respondent may file an appeal only after receipt of one of the following:

- a. The written determination regarding responsibility; or
- b. Notice of dismissal of a formal complaint or of any allegations within a complaint.

2. Substantive Requirement. Any appeal filed by a party is strictly limited to the following bases:

- a. A procedural irregularity that affected the outcome of the matter;
- b. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome of the matter; and
- c. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest in the case or a bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.

**B. Filing an Appeal**

1. Time and Manner. Any appeal must be filed within five (5) calendar days from the date the written determination or notice of dismissal is delivered to the party. To do so, a party must deliver a written Notice of Appeal to the Title IX Coordinator with a copy provided to the initial decision-maker. Delivery may occur in person, by U.S. Mail, or via email. For the Title IX Coordinator's contact information, please see Section I on page 1 of this Policy.

2. The Notice of Appeal. A Notice of Appeal must do all of the following:

- a. Clearly identify the specific bases, from those listed above, on which the party is appealing; and, and those grounds must come from those expressly listed above within this subsection of the Policy;
- b. 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.

3. Limitations of an Appeal. A party may not introduce new evidence that is outside of the existing record of the grievance proceedings except as in the two following circumstances:

- a. As an offer of proof to support a conflict of interest or bias claim; or
- b. As an offer of proof in an appeal premised upon the claim that the new evidence was not reasonably available at an earlier time.

**C. The Appeal Process**

1. Upon receiving a notice of appeal from a party, the Title IX Coordinator, appeal Decision-maker, or a designee acting on their behalf shall promptly notify the other party or parties, if known, that an appeal has been filed and provide a copy of appeal materials submitted.

2. The appeal Decision-maker will establish and inform all parties of a deadline for submitting any additional written statement the party may wish to submit in support of, or challenging, the original outcome on the grounds raised by any pending appeal. The deadline for such submissions shall be at least five (5) calendar days following the date such notice is delivered to the parties.

3. If the appeal Decision-maker determines that there is a need to open the record to obtain and consider any additional evidence in order to resolve an appeal, the Decision-maker may

offer additional equal opportunities for the parties to address and respond to any such new evidence if doing so is necessary to preserve the fairness of the proceedings.

4. Hull Christian may continue an ongoing investigation into a formal complaint during an appeal with respect to dismissal of a complaint in part (i.e., dismissal of specific allegations). However, the investigation shall not be concluded until the appeal over the dismissed allegation(s) is decided.

**D. The Decision**

1. The appeal decision-maker shall issue a written decision, describing the result of the appeal and the rationale for the result, and provide such decision simultaneously to both parties.

2. The appeal decision-maker shall render the written decision within fifteen (15) business days of the receipt of the Notice of Appeal, unless he/she communicates an extension of such time frame in writing and as further described above.

**XII. VOLUNTARY INFORMAL RESOLUTION**

**A. An Alternative to the Grievance Process**

To the extent permitted by Title IX, Hull Christian may offer and facilitate a strictly voluntary informal resolution processes which may resolve the allegations of a formal complaint of Title IX sexual harassment, in whole or in part, without a full investigation and adjudication at any time prior to reaching a determination of responsibility. An informal resolution process may not be used in connection with allegations that a Hull Christian employee sexually harassed a student.

**B. Procedure**

1. To offer, implement, or attempt an informal resolution of a formal complaint, Hull Christian must:

a. Provide all parties with a written disclosure notice, as further outlined in the federal Title IX regulations, that expressly identifies the following:

- i. The reported misconduct;
- ii. Potential remedies, sanctions, and other supportive measures that Hull Christian may implement as a result of such a process; and
- iii. The types of records the School will maintain and may disclose during or as a result of the process.

b. Obtain each party's voluntary, written consent to participate in the informal resolution process.



2. If the parties have not reached a resolution or conclusion within 15 business days of the date the School received all parties' consent to participate, Hull Christian and the parties may mutually and voluntarily agree to extend the timeframe for attempting an informal resolution.

3. In the absence of a mutual agreement to extend the default timeframe established by this Policy, Hull Christian will provide reasonably prompt written notice to all parties that the informal process is being abandoned and that the grievance process will resume in accordance with this Policy.

### **XIII. CONSOLIDATION OF FORMAL COMPLAINTS**

Hull Christian may consolidate formal complaints of Title IX sexual harassment where the allegations of sexual harassment in the different complaints arise out of the same facts or circumstances.

### **XIV. DISMISSAL OF FORMAL COMPLAINTS**

Upon receipt of a formal complaint that alleges or purports to allege Title IX sexual harassment and at other points in the grievance process while a formal complaint is pending, Hull Christian is responsible for evaluating whether, pursuant to the federal Title IX regulations, the complaint must be dismissed (whether in whole or in part); or may be dismissed (whether in whole or in part) as an exercise of Hull Christian discretion.

#### **A. Grounds for Dismissal**

1. **Mandatory Dismissal.** Hull Christian must dismiss a formal complaint, for purposes of Title IX and this Policy's grievance process, to the extent the conduct alleged in the complaint:

- a. Would not constitute sexual harassment as defined in the federal Title IX regulations, even if proven true;
- b. Did not occur within the scope of the School's education program, educational activity, or workplace;
- c. Did not occur against a person in the United States; or
- d. Is moot because at the time of filing a formal complaint, the Complainant was not participating in or attempting to participate in the School's education program, educational activity, or workplace.

2. **Discretionary Dismissal.** Hull Christian may dismiss the formal complaint, or any allegations therein, if at any time during the investigation or decision-making process (but prior to the determination of responsibility):

- a. A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the formal complaint or any allegations therein; or

- b. The Respondent is no longer enrolled at Hull Christian or employed by Hull Christian; or
- c. Specific circumstances prevent Hull Christian from gathering evidence that is sufficient to reach a determination as to the formal complaint or any allegations therein.

**B. Procedure**

1. The Title IX Coordinator or his/her designee shall promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to all parties (to the extent known).
2. A dismissal is an appealable decision to the extent identified elsewhere in this grievance process.

**C. School Action Post-Dismissal**

If a formal complaint or any allegation within a complaint is dismissed for purposes of Title IX, Hull Christian retains discretion to take action with the respect to the dismissed allegations under other School policies and procedures (e.g., if such alleged conduct could constitute discrimination other than Title IX sexual harassment or if such conduct could constitute a violation of any School policies, procedures, code of conduct, or rule).

**XV. SUPPORTIVE MEASURES, SANCTIONS, AND REMEDIES**

**A. Supportive Measures**

1. The Purpose. Supportive measures are policies, procedures, and/or actions designed to restore or preserve an individual's equal access to Hull Christian's education program, educational activities, or workplace without unreasonably burdening others' access to the same education programs, educational activities, or workplace. The School may establish such measures to not only stop the reported misconduct and deter similar conduct going forward, but the School may also design measures to protect and/or promote the safety, security, or wellbeing of the Complainant, the Respondent, others participating in the School's grievance process, individuals engaging in activities to otherwise implement or enforce this Policy, the general student body, School Staff, and/or the broader Hull Christian Community.
2. Eligible Recipients. Hull Christian will provide supportive measures to Complainants as provided in this Policy and to the extent required by the Title IX regulations. The School may also provide supportive measures to a Respondent, but it is not required to do so in all cases.
3. Implementation. The Title IX Coordinator shall coordinate the identification, design, offering, and implementation of supportive measures that the School provides to a Complainant or Respondent, including appropriate monitoring of the implementation process,

coordinating potential modifications to the measures, and, as applicable, determining the appropriate time to end specific supportive measures.

4. The Nature & Extent of Supportive Measures. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, leaves of absence, scheduled monitoring of certain areas of School premises, scheduled accompaniment, increased security and/or supervision, and mutual restrictions on contact between the parties involved in the grievance process. The range of supportive measures available to Complainants and Respondents during and in connection with this grievance process does not materially change based on the fact that a formal complaint of sexual harassment under Title IX is pending. At the same time, supportive measures are intended to be individualized and context-sensitive. If the proceedings related to this grievance process create any changed circumstances or special needs for a party, the party may contact the Title IX Coordinator for the purpose of discussing potential modifications to supportive measures.

5. Confidential. The supportive measures that Hull Christian designs, offers, establishes, or otherwise provides or that a Complainant or Respondent request are confidential to the extent that maintaining such confidentiality would not impair the ability of Hull Christian to provide the supportive measures.

## **B. Disciplinary Sanctions**

1. The Purpose. Disciplinary sanctions that are issued or recommended as a result of a determination of responsibility for Title IX sexual harassment are intended as consequences for past misconduct and may also serve to deter future sexual harassment.

2. Nature & Extent of Sanctions. After a determination that a party is responsible for Title IX sexual harassment as a result of this grievance process, the disciplinary sanctions that Hull Christian may impose will depend on the nature of the misconduct and the individual's then-current status as student, employee, or other person connected to the School's education programs or activities.

a. Students – Possible disciplinary sanctions or recommended sanctions include, but are not limited to, suspension from school, expulsion from school, suspension of eligibility to participate in co-curricular activities, or suspension of eligibility to participate in other School-sponsored events. Hull Christian may also restrict or deny permission to be present on School property or at certain School-sponsored events or activities. This provision does not modify any student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

b. Staff – In accordance with the Staff Handbook, possible disciplinary sanctions or recommended sanctions include, but are not limited to, a formal reprimand, a demotion or other disciplinary reassignment, suspension from work, contract nonrenewal, termination of employment, or restrictions on permission to be present on School property or at certain School-sponsored events or activities.

c. Other Persons – Possible disciplinary sanctions for Members of the Board, vendors, and volunteers include, but are not limited to, suspension from or termination of a Hull Christian authorized role; termination or nonrenewal of third-party contracts; and restrictions on permission to be present on School property or at School-sponsored events or activities.

3. Scope of Title IX Sanctions. This subsection of the Policy does not apply to the disciplinary consequences for misconduct that does not constitute Title IX sex discrimination, sexual harassment, or retaliation. If in using this Policy's Title IX grievance process, Hull Christian reaches a determination that a Respondent engaged in conduct that was not Title IX sexual harassment but otherwise violated an applicable law, regulation, policy, procedure, code of conduct, or rule, this Policy will no longer govern Hull Christian's or the Respondent's rights and responsibilities. However, Hull Christian reserves the right to rely upon its findings from Title IX grievance process to take disciplinary action against the Respondent pursuant other School policies and procedures and/or federal and state law.

### **C. Remedies**

After a determination that a party to the grievance process was responsible for Title IX sexual harassment, Hull Christian may provide the Complainant with remedies designed to restore or preserve equal access to the Schools education program, educational activity, or workplace, including providing for a safe educational or working environment. Such remedies may include, but are not limited to, the continuation or addition of individualized accommodations, services, and interventions that could have been provided as "supportive measures" prior to the determination of responsibility. However, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. For example, as a means of limiting or preventing future contact between the Complainant and Respondent, the Respondent may be burdened by an involuntary and long-term, perhaps even permanent, change or changes in his/her education program, educational activities, or employment.

## **XVI. CONFIDENTIALITY**

All persons acting as agents of Hull Christian are required to keep confidential the identity of any individual who has made a report or filed a formal complaint alleging Title IX sexual harassment; any Complainant; any individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX; any Respondent; and any witness, except as may be permitted by the Family Educational Rights and Privacy Act and its implementing regulations, or as required by law, or to carry out the purposes of the federal Title IX regulations, including the conduct of any investigation or judicial proceeding arising under the federal Title IX regulations.

## **XVII. PROHIBITION ON ABUSE OF PROCESS/BAD FAITH CONDUCT**

To the extent permitted by law, Hull Christian reserves authority to appropriately address and impose consequences for bad faith conduct by individuals who make a report or complaint, testify, assist, or otherwise participate in any manner in a Title IX investigation or other Title IX proceeding. For example, Hull Christian may impose lawful consequences for making a materially false statement in bad faith in the course of any proceeding that is conducted under the School's Title IX obligations. However, a determination that a report or complaint was not substantiated, standing alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

## **XVIII. CONFLICT OF INTEREST**

### **A. Title IX Coordinator as Respondent**

If the formal complaint identifies the Title IX Coordinator as a Respondent (i.e., the person reported as the perpetrator of the alleged sexual harassment), then a formal complaint or report may be filed directly with the School Counselor, either in person, by mail, or using the following contact information:

**Mail:** Hull Christian School  
Attn: School Counselor  
1301 5<sup>th</sup> Street  
PO Box 550  
Hull, Iowa 51239

**Email:** [lvis@hullchristian.com](mailto:lvis@hullchristian.com)

**Telephone:** (712) 439-2273

**Fax:** 888-990-0581

### **B. Other Potential Conflicts**

1. Concerns involving bias or conflict of interest by the Title IX Coordinator should be presented to the School Counselor or his/her designee.

2. Concerns involving bias or conflict of interest by any other employee, agent, or representative of Hull Christian who is involved in the grievance process should be brought to the attention of the Title IX Coordinator.

## **IXX. MISCELLANEOUS**

### **A. Time Frames, Extensions and Voluntary Waivers of Time Frames**

1. Hull Christian normally intends to conclude the grievance process within 90 calendar days of the date that a formal complaint is filed or signed by a Title IX Coordinator,

recognizing that in certain circumstances it may be practical to complete the process in less time, and in other circumstances the process may reasonably require more time.

2. Any party or witness may, for good cause, request a temporary delay in the grievance process, the rescheduling of an investigative interview or other meeting, or a limited extension of a deadline that applies to the party. The party shall direct the request in writing to the investigator, decision-maker, or appeal decision-maker, given the applicable stage of the proceedings.

3. The investigator, decision-maker, or appeal decision-maker (as applicable) may grant such a request, and may also self-initiate such a delay, continuance, or extension upon determining that there is good cause and that approving the request would not be unduly prejudicial to any of the parties or unreasonably extend the conclusion of the grievance process. Though the employees, agents, and representatives of the School are expected to make reasonable efforts to accommodate the schedules of parties and witnesses, Hull Christian may not, without good cause, deviate from its own designated timeframe for the process.

- a. In some cases, Hull Christian may make the decision to deny a scheduling request and proceed with the grievance process in the absence of a party, witness, or a party's advisor.
- b. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; the complexity of the allegations; or the need for language assistance or accommodation of disabilities.

4. In the absence of extraordinary circumstances, a party's or witness's request for an extended deadline or rescheduled meeting shall normally be limited to no more than 5 calendar days. Hull Christian may grant a shorter delay or extension than was requested.

5. The appropriate employee, agent, or representative of Hull Christian shall provide the Complainant and Respondent with prompt written notice of any decision to delay the grievance process or grant an extension of a deadline. Such notice shall include the reason(s) for the action. To the extent a given deadline applies to multiple parties, any extension of the deadline automatically applies to all such parties.

6. In instances where this grievance process gives the parties a minimum period of time to prepare and submit a response or prepare for an interview or meeting, a party may voluntarily waive all or part of such period of time if they communicate their voluntary waiver to the applicable investigator or decision-maker in writing.

**B. Restrictions on Participation of Advisors**

1. An advisor of the party's choosing shall be permitted to accompany the party to any investigative interview or other meeting held in connection with this grievance process. However, no person who accompanies a party to a meeting or otherwise serves as an advisor to

the party may unreasonably interfere with or unreasonably delay Hull Christian's investigation. Unreasonable interference by an advisor includes, for example:

- a. Answering Hull Christian's questions on behalf of the party during an investigative interview, such that Hull Christian denied the party's own, direct response;
  - b. Interrupting Hull Christian's questioning with the goal of signaling, prompting, or suggesting responses for the party; or
  - c. Interrupting Hull Christian's questioning in an attempt to conduct his/her own questioning of the party.
2. Hull Christian may place further reasonable restrictions on the extent to which an advisor may participate in the proceedings, provided that such restrictions apply equally to both parties.

**C. Concurrent Investigation and Consideration of Multiple Potential Grounds for a Determination of Responsibility/Misconduct.**

1. If the allegations set forth in a formal complaint of Title IX sexual harassment also constitute or fairly encompass allegations of conduct that could constitute discrimination under a different law; a violation of Hull Christian's policies (including any handbooks, code of conduct, or School rule that may be applicable to the Respondent); or any other established grounds for the imposition of possible disciplinary sanctions, then Hull Christian may investigate the facts and circumstances related to such other allegations using this grievance process and apply the facts, as found through the investigation, to all potential grounds for a finding of responsibility/misconduct and possible discipline. Unless otherwise required by law, the investigation and determinations reached through this grievance process shall constitute sufficient processing of any such overlapping/intertwined complaint(s), allegations, or charges that may arise out of the same facts or circumstances as the allegations of Title IX sexual harassment.

2. In all cases involving the concurrent investigation and concurrent consideration of any such overlapping/intertwined complaint(s), allegations, or charges, those employees, agents, and/or representatives managing the grievance process on behalf of Hull Christian are responsible for giving the parties adequate notice of the scope of the allegations to be investigated and of the different grounds for a potential finding of liability/responsibility (e.g., federal law, state law, or a local policy or rule). Such School employees, agents, and representatives are also responsible for adequately identifying the specific basis for any determinations of responsibility or substantiated misconduct.

**D. Maintenance of Records**

Hull Christian's Title IX Coordinator shall be responsible for maintaining adequate records of each report or formal complaint of sex discrimination filed with the School and the actions taken throughout the School's grievance process as required by law. This includes, but is not limited to, records of the original complaint filed or the initial report made and any amendment or supplement

subsequently submitted; the School's response to and/or investigation of the complaint or report; supportive measures designed, offered, requested, and/or implemented prior to, during, or after the conclusion of the grievance process; a determination of responsibility; any disciplinary sanctions imposed upon the Respondent; remedies provided to the Complainant to restore or preserve equal access to the education programs or activities or workplace offered by or through Hull Christian; any appeal and the result therefrom; any informal resolution and the result therefrom; and all materials used to train staff responsible for carrying out this Policy.

**E. Training**

Hull Christian will provide training to all appropriate individuals regarding sexual discrimination, sexual harassment, sexual violence, and Title IX. Hull Christian will also provide additional training to all staff responsible for implementing the grievance process and/or responding to a formal complaint.

**Legal Reference: 20 U.S.C. §§ 1681–1688 (Title IX)**

**Date of Adoption:**

**Date of Revision(s):**