FREIRE CHARTER SCHOOL

POLICY NUMBER	116
TITLE	Title IX Policy (Students and Employees)
ADOPTED	12/16/2020
AMENDED	6/9/2022, 7/24/24, 6/11/25

I. INTRODUCTION AND PURPOSE

Freire Charter School (the "**Charter School**") is committed to providing a safe, respectful and supportive learning and working environment, free from Sex Discrimination, including Sexual Harassment, in which all members of The Charter School community can thrive and succeed.

The Charter School has adopted this Title IX Policy (the "**Policy**") in order to advance its goal of maintaining an environment free from Sex Discrimination and Sexual Harassment, as well as related Retaliation. The Charter School encourages individuals who have been affected by Sexual Harassment to promptly make a Report to The Charter School using any of the reporting options described in this Policy. The Charter School will respond promptly and equitably to all Reports or Formal Complaints of Sexual Harassment and/or Retaliation, and will take appropriate steps to eliminate the behavior, prevent its recurrence, and address its effects.

The Charter School reserves the right to modify this Policy at any time to take into account changes to applicable local, state, and federal laws, rules, and regulations and/or directives from relevant government agencies. Information on changes, updates, or amendments to this Policy will be provided to Students, parents/guardians, and employees at the start of each school year or from time-to-time as needed.

II. SCOPE

The behavioral expectations of this Policy apply to all Charter School Students, employees, trustees, officers, Applicants for admission or employment, volunteers, independent contractors, visitors and other individuals participating or attempting to participate in the Charter School's Education Program or Activity. The behavioral expectations of this Policy apply to any alleged Prohibited Conduct that impacts the Charter School community and/or the Charter School's Education Program or Activity wherever it occurs, including on campus, off campus, and online.

III. EFFECTIVE DATE

This Policy became effective on June 11, 2025. The Charter School has revised its policies pertaining to Sexual Harassment on several occasions. When a Complaint of past Sexual Harassment is made, the Charter School will typically apply the Sexual Harassment policy and procedures in place at the time of the alleged Prohibited Conduct. Final decisions regarding which policy and procedures will apply in any specific case are made by the Title IX Coordinator in their discretion and are not appealable.

IV. NOTICE OF NON-DISCRIMINATION

The Charter School does not discriminate, nor does it permit discrimination, on the basis of sex, including discrimination on the basis of Parental, Family, or Marital Status; or Pregnancy or Related Conditions in its Education Program or Activity, including with respect to Applications for enrollment and/or employment. The Charter School has adopted Grievance Procedures, set forth in this Policy, which provide for the prompt and equitable resolution of Formal Complaints alleging any action which would be prohibited by this Policy or by Title IX of the Education Amendments of 1972 ("**Title IX**"), which provides:

> No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving

Federal financial assistance.

Sex Discrimination and retaliation in employment are also prohibited by Title VII of the Civil Rights Act of 1964 and state law.

V. ROLE OF THE TITLE IX COORDINATOR

The Charter School has appointed a Title IX Coordinator to coordinate its compliance with Title IX. Any individual may make a Report of Sex Discrimination, including Sexual Harassment, to the Title IX Coordinator. In this Policy, when the term "Title IX Coordinator" is used, it should be understood to include any of the Title IX Coordinators' designees. The Title IX Coordinator may delegate authority under this Policy to one or more designees, while retaining ultimate oversight over the responsibilities of the Title IX Coordinator role. The responsibilities of the Title IX Coordinator include:

- Taking prompt and effective steps to ensure Sexual Harassment does not continue or recur, and to remedy its effects;
- Monitoring The Charter School's Education Program or Activity for barriers to reporting conduct that may constitute Sex Discrimination, including Sexual Harassment, and taking steps reasonably calculated to address such barriers;
- Facilitating the provision of a non-discriminatory environment and equal access to individuals experiencing Pregnancy or Related Conditions; and
- When notified of conduct that reasonably may constitute Sexual Harassment:
    - Treating Complainants and Respondents equitably;
    - Offering and coordinating Supportive Measures for the Complainant and, if an Informal Resolution Process or Grievance Procedures are pending, the Respondent;
    - Notifying Complainants or, if different, individuals making Reports, of the Informal Resolution Process and Grievance Procedures, as available and appropriate;
    - Notifying the Respondent of the Informal Resolution Process and Grievance Procedures, as available and appropriate, if a Formal Complaint is made;
    - In the event of a Formal Complaint, initiating the Grievance Procedures or, if available and appropriate and requested by all Parties, the Informal Resolution Process; and
    - In the absence of a Formal Complaint made by a Complainant, or in the event of the withdrawal of any or all of the allegations in a Formal Complaint, determining whether to initiate a Formal Complaint.

VI. DEFINITIONS

A. Prohibited Conduct.

The following behaviors constitute **Prohibited Conduct** under this Policy. The Charter School has another policy, its Non-Discrimination Policy, that addresses all forms of Discrimination, other than Sexual Harassment as defined in this Policy.

- **Sexual Harassment.** Any of the following conduct on the basis of sex constitutes sexual harassment:
    - A Charter School employee conferring an educational benefit or service upon a person's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);
    - Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to The Charter School's education program or activity; or
    - Sexual assault, dating violence, domestic violence, or stalking.
- **Sexual Assault.** Any sexual act directed against another person, without the Consent of the victim, including instances where the victim is incapable of giving Consent (such as incapacitation, age, family relation to the other party, or intellectual or other disability). Sexual Assault can be committed by or against individuals of any sex or gender and can occur between individuals of the same sex/gender or different sexes/genders. Sexual Assault includes:
    - Sexual intercourse with another person, including oral or anal sexual intercourse, or the use of an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without Consent of the victim, including instances where the victim is incapable of giving Consent because of their age or because of their temporary or permanent mental or physical incapacity;
    - Touching of the private body parts of another person for the purpose of sexual gratification, without the Consent of the victim, including instances where the victim is incapable of giving Consent because of their age or because of their temporary or permanent mental or physical incapacity;
    - Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law; or
    - Sexual intercourse with a person who is under the statutory age of Consent.

- **Dating Violence.** 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: length of relationship, type of relationship, and frequency of interaction between the persons involved.

- **Domestic Violence.** Includes 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 co-habitating with or has co-habitated with the victim as a spouse or intimate partner; by a person similarly situated to a spouse of the victim under Pennsylvania domestic or family violence laws; or by any other person against an adult or youth victim who is protected from that person's acts under Pennsylvania domestic or family violence laws.

- **Stalking.** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
    - Fear for their safety or the safety of others; or
    - Suffer substantial emotional distress.
    - Stalking includes the concept of cyberstalking, in which electronic media such as the Internet, social networks, blogs, cell phones, texts, email, or other similar devices or forms of contact are used to pursue, harass, or to make unwelcome contact with another person in an unsolicited fashion. Stalking must be sex-based to fall within the scope of this Policy.

- **Sexual Exploitation.** Any taking non-consensual or abusive sexual advantage of another person for the benefit of anyone other than the person being taken advantage of, when not otherwise addressed by the definitions of Sexual Harassment under this Policy. This may include, but is not limited to: observing a person in a state of undress or engaging in sexual activity without their knowledge and consent ("voyeurism"); taking or disseminating photographs or audio, video, or audiovisual recordings, including "livestreaming," of another person in a state of undress or engaging in sexual activity without their knowledge and consent; disseminating intimate images taken or received consensually but regarding which consent to share or distribute, including by online "posting," was not given; prostituting another person; dishonesty or deception regarding the use of condoms (including internal ("female") condoms) during sexual activity (often referred to as "stealthing"); and/or threatening to disseminate intimate images in order to force a person to take or refrain from taking any non-sexual action.

  This Policy prohibits Sexual Harassment that meets the definitions listed above and meets all of the following additional conditions:

  1. The sexual harassment is alleged to have been perpetrated against a person in the United States; and
  2. The reported incident is alleged to have taken place within The Charter School's education programs or activities; and
  3. At the time of filing or signing the Formal Complaint, the person who is alleged to have experienced the sexual harassment ("complainant") is participating in or attempting to participate in The Charter School's education programs or activities. Sexual harassment may include prohibited conduct that occurs off campus, including sporting events and school trips.

  If an allegation does not meet the definition of Sexual Harassment and the additional requirements listed above, The Charter School may choose in its sole discretion (i) to investigate the allegations under the procedures set forth in the Non-Discrimination Policy, though such misconduct would not be considered Sexual Harassment under this Policy, or (ii) to address such allegations through other relevant policies contained in the School Handbook. The procedures set forth in this Policy will apply to reports of Teen Dating Violence and Sexual Assault as set forth above, **regardless of the location of the reported incident**.

  A criminal investigation into the incident that is the subject of the report does not relieve the Charter School of its duty under Title IX to resolve Formal Complaints promptly and equitably, though the Charter School may briefly delay its own investigation if such investigation would interfere with law enforcement.

  The Charter School reserves the right to modify this Policy at any time, including as necessary to comply with applicable local, state, and federal laws and regulations and/or directives from relevant government agencies. Information on changes, updates or amendments to the Policy will be provided to students, parents/guardians, and employees at the start of each school year or from time-to-time as needed. The current version of the Policy will also be available on the Charter School's website.

- **Retaliation.** Any intimidation, threats, coercion, or discrimination directed at an individual by The Charter School, a Student or employee of The Charter School, or any other person authorized by The Charter School to provide aid, benefits, or services as part of The Charter School's Education Program or Activity, for the purpose of interfering with that individual's right(s) under this Policy, or because the individual has made a Report or Formal Complaint under this Policy; made a report or complaint to an external agency or to law enforcement; or participated or refused to participate in any investigation, adjudication, or other proceeding under this Policy, including an Informal Resolution Process or the Grievance Procedures.

  Retaliation includes Peer Retaliation, but also Retaliation by a Student against an employee, or by an employee against a Student, as well as by an employee against another employee of more or less senior role. An individual need not be a Complainant or Respondent to have committed or been affected by Retaliation.

  It is not Retaliation for The Charter School to require an employee, or other person authorized by The Charter School to provide aid, benefits, or services as part of The Charter School's Education Program or Activity, to participate as a witness in, or otherwise assist with, any investigation or adjudication under this Policy.

B. Other Definitions.

Applicant. A person applying for admission as a Student or other participant in the Charter School's Education Program or Activity and/or who is applying for employment at the Charter School.

Advisor. Any individual who has been chosen by a Complainant or Respondent or designated by The Charter School to provide support and guidance during the Grievance Procedures.

Appeal Officer. An individual, who will be impartial and free from demonstrated bias, including bias for or against Complainants or Respondents generally or the Parties in a particular matter, and free from any actual conflict of interest, and will disclose any real or reasonably perceived biases or conflicts of interest to the Title IX Coordinator as soon as such conflicts or biases are discovered by the Appeal Officer, who will decide appeals under this Policy. The Appeal Officer will be trained under this Policy. The Appeal Officer will not serve as the Investigator, Title IX Coordinator, or Decision-Maker in the same matter.

Complainant. Any individual who has reported being or is alleged to be the victim of conduct that could constitute Sexual Harassment under this Policy

Consent. Exists when all parties exchange mutually understandable affirmative words or actions indicating their agreement to participate voluntarily in sexual activity. Consent must be informed, voluntary, and actively given. Resistance by the Complainant is not required. Consent does not exist if a sexual act was by forcible compulsion, which is the use of physical, intellectual, moral, emotional, or psychological force. Consent does not exist if a person is threatened, unconscious, incapacitated due to the influence of drugs and/or alcohol, or suffers from a mental disability that makes them incapable of giving consent. Consent may be withdrawn by either party at any time. Once withdrawal of Consent has been expressed through words or actions, sexual activity must cease. In the Commonwealth of Pennsylvania, the age of Consent for sexual activity is 16. Minors aged 16 years of age or older can legally consent to sexual activity with anyone they choose, as long as the other person does not have authority over them as defined in Pennsylvania's institutional sexual assault statute. Minors under the age of 13 cannot consent to sexual activity. Minors aged 13-15 years old cannot consent to sexual activity with anyone who is 4 or more years older than they are at the time of the activity.

Day. A business day when The Charter School is open.

Decision-Maker. A person(s), who will be impartial and free from demonstrated bias, including bias for or against Complainants or Respondents generally or the Parties in a particular matter, and free from any actual conflict of interest, and will disclose any real or reasonably perceived biases or conflicts of interest to the Title IX Coordinator as soon as such conflicts or biases are discovered, assigned by the Title IX Coordinator to: conduct a fair and impartial review of all Relevant evidence to make a determination regarding whether a violation of this Policy occurred. Decision-maker(s) will be trained under this Policy.

Disability. A disability as defined by the Rehabilitation Act of 1973.

Education Program or Activity. Conduct that occurs in The Charter School's Education Program or Activity includes all conduct subject to The Charter School's disciplinary authority and which occurred in the United States, including on-campus or, if applicable, in buildings owned or controlled by a student organization officially recognized by The Charter School. The Charter School will address conduct contributing to a sex-based hostile environment even if the underlying conduct itself occurred outside The Charter School's Education Program or Activity, including if it occurred outside the United States, though such allegations would proceed through the Sex Discrimination Policy. For the avoidance of doubt, this Policy applies to conduct occurring online (via computer and Internet networks or on digital platforms, including social media sites) if such conduct prevents an individual from participating in the Charter School's Education Program or Activity.

Formal Complaint. A document filed by a complainant[1] or signed by the Title IX Coordinator alleging sexual harassment

against a respondent and requesting that the recipient investigate the allegation of Sexual Harassment. At the time of filing the Formal Complaint, the complainant must be participating in or attempting to participate in a Charter School's Education Program or Activity. A Formal Complaint may be filed in person, by email or by electronic mail with the Title IX Coordinator.

- **Grievance Procedures.** A formal resolution process to address reported conduct that may constitute Sexual Harassment in violation of this Policy that begins with the filing of a Formal Complaint.

- **Informal Resolution Process.** A process conducted in lieu of Grievance Procedures after a Formal Complaint has been made.

- **Investigative Report**. The Investigator's written report after the Investigation that fairly summarizes all Relevant evidence.

- **Investigator(s)**. Individual(s), who will be impartial and free from demonstrated bias, including bias for or against Complainants or Respondents generally or the Parties in a particular matter, and free from any actual conflict of interest, and will disclose any real or reasonably perceived biases or conflicts of interest to the Title IX Coordinator as soon as such conflicts or biases are discovered, assigned by the Title IX Coordinator to conduct a prompt, fair, and impartial Investigation into a Formal Complaint. Investigators must be trained under this Policy.

Notice of Allegations. Notice of the allegations in a Formal Complaint potentially constituting Sexual Harassment, including sufficient known details and with sufficient time to prepare a response before any initial interview. Sufficient details include:

- information about the Informal Resolution Process and Grievance Procedures;
- the identities of the Parties involved in the incident(s), the conduct alleged to constitute Sexual Harassment, and the date(s) and location(s) of the alleged incident(s), if known.;
- iInformation about The Charter School's prohibition on Retaliation;
- a statement that the Parties are entitled to an Investigative Report summarizing all Relevant (not otherwise impermissible) evidence and retain the equal right to inspect and review such evidence upon request;
- a statement that the Respondent is presumed not responsible for the alleged Sexual Harassment unless and until a determination is made at the conclusion of the Grievance Procedures, after the Parties have had an opportunity to present Relevant (not otherwise impermissible) evidence to a trained, impartial Decision-Maker;
- notice that the Parties have the right to be accompanied by an Advisor of choice who may, but need not, be an attorney;
- notice that knowingly making false statements or submitting false information is prohibited
- information about the availability of Supportive Measures;
- a statement regarding the Standard of Proof to be used in considering the facts and evidence;
- the range of possible Sanctions and Remedies; and information about the appeals process.

Party. The Complainant or Respondent (collectively, the Parties).

Peer Retaliation. Retaliation by a Student against another Student.

Relevant. Related to the allegations of Sexual Harassment at issue and whether or not the alleged Sexual Harassment occurred. Questions are Relevant if they may aid in showing whether the alleged Prohibited Conduct occurred, and evidence is Relevant if it may aid a Decision-maker in determining whether the alleged Prohibited Conduct occurred. The following evidence is impermissible (and not Relevant) even if it would otherwise be considered Relevant:

- evidence protected under a privilege recognized by federal or state law, unless the person holding the privilege has waived it voluntarily;
- records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to a Party or witness, unless the person has voluntarily consented, in writing, to the use of such records in the Grievance Procedures; and/or
- evidence and questions about the Complainant's sexual interests or prior sexual conduct, unless:
    - offered to prove someone other than the Respondent committed the conduct alleged, or
    - they concern specific incidents of prior sexual activity with the Respondent and are offered to prove Consent.

Such impermissible evidence will not be accessed, considered, disclosed, or used, except to determine whether one of the preceding exceptions applies.

Remedies. Measures provided, as appropriate, to a Complainant or other person whose equal access to The Charter School's Education Program and/or Activity was determined to have been limited or denied by Sexual Harassment in order to restore or preserve that person's access to The Charter School's Education Program or Activity.

Report. Any notice to the Title IX Coordinator of conduct that may constitute Sexual Harassment. A Report may come from any individual, not just a Complainant. Not every Report is or will result in a Formal Complaint. The Title IX Coordinator will respond promptly and equitably to a report of Sexual Harassment by promptly contacting the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a Formal Complaint and explain to the complainant the process for filing a Formal Complaint. If the conduct as alleged does not constitute Sexual Harassment under this Policy, the Title IX Coordinator may inform the complainant or reporter of other applicable policies.

Reporting Adult. Any Charter School employee who has notice that a Charter School Student or employee has been subject to conduct that may constitute Sexual Harassment.

Respondent. A person who is alleged to have violated the Charter School's prohibition on Sexual Harassment. In the event a Formal Complaint against an individual Respondent is based on actions the Respondent took in accordance with a Charter School policy or practice, the Formal Complaint may, in the Charter School's sole discretion, be amended to substitute the Charter School as Respondent. This determination will be made after a consideration of factors including, but not limited to, whether the individual was, in fact, following the Charter School policy or practice; what actions the individual took; and whether the individual could be subject to Disciplinary Sanctions.

Sanctions. Consequences imposed on a Respondent following a determination that the Respondent violated the Charter School's prohibition of Sexual Harassment. Sanctions may result in suspension or expulsion for students and from verbal reprimand to termination for employees.

Standard of Proof. A preponderance of the evidence, meaning it is more likely than not, based on all Relevant evidence, the Respondent engaged in the Prohibited Conduct alleged.

Student. A person who has gained admission to the Charter School. Parents and guardians may act on behalf of Students under the age of 18 for all purposes under this Policy, regardless of whether their child is a Complainant, Respondent, or other individual involved in any processes described herein.

Student Employee. A person who is both a Student and an employee of The Charter School.

Supportive Measures. Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures shall be designed to restore or preserve equal access to The Charter School's Education Program or Activity without unreasonably burdening the other Party, and includes measures designed to protect the parties' safety or the safety of the educational environment, or to deter Sexual Harassment. The Charter School will maintain as confidential any supportive measures provided to the Complainant or Respondent, to the extent that maintaining such confidentiality does not impair the Charter School's ability to provide the supportive measures. Examples of supportive measures may include but are not limited to:

- Counseling;
- Extensions of deadlines or other course-related adjustments;
- Modifications of work or class schedules;
- Campus escort services;
- Leaves of absence;
- Increased security or monitoring of certain parts of campus; and/or
- Mutual restrictions on contact between individuals.

Title IX Coordinator. The Charter School's Title IX Coordinator is:

Tanza Pugliese, Compliance Manager.
Freire Schools Collaborative
1617 JFK Blvd, Suite 1617
Philadelphia, PA 19103
compliance@freireschools.org
267-583-4465

The Title IX Coordinator's contact information will be posted on the Charter School's website and provided to Applicants and parents or legal guardians of Charter School Students.

VII. REPORTING PROHIBITED CONDUCT

The Title IX Coordinator is available to receive Reports or Formal Complaints about conduct that may constitute Sexual Harassment. The Title IX Coordinator is also available to meet with any individual, including a Complainant, Respondent, or third party, to provide information, on- and off-campus resources, and various procedural options.

In the event of emergency situations and matters requiring immediate law enforcement assistance, please contact 911.

Inquiries about the application of Title IX to the Charter School or questions regarding this Policy may be directed to the Title IX Coordinator, and may also be directed externally to the United States Department of Education's Office for Civil Rights ("OCR"), contact for which follows:

Office for Civil Rights ("OCR")
U.S. Department of Education
400 Maryland Avenue, SW Washington, D.C. 20202-1100
Phone: (800) 421-3481
Fax: (202) 453-6012
TDD#: (877) 521-2172
Email: OCR@ed.gov
Web: http://www.ed.gov/ocr

VIII. PRIVACY & CONFIDENTIALITY

A. Privacy Generally.

Although often conflated, privacy and confidentiality are distinct terms with distinct meanings. Privacy refers to the Charter School's commitment to sharing information related to any Report, Formal Complaint, Supportive Measures, Informal Resolution Process, or Grievance Procedures under this Policy only:

- With a person possessing a legal right to receive disclosures of information, or with prior written consent;
- When necessary to effectuate this Policy, or to otherwise address conduct which may reasonably constitute Sexual Harassment;
- As required by federal law or regulation, including by the terms and conditions of a federal award (e.g., a grant award or other funding agreement); and/or
- When required or permitted by State or local laws, rules, or regulations or the Family Educational Rights and Privacy Act ("FERPA").

The Charter School also provides training to personnel regarding the safeguarding of private information, and instructs Parties and witnesses about the Charter School's privacy-related expectations, and will take other reasonable steps to prevent and address the Parties' and, if applicable, their Advisors', unauthorized disclosure of information and evidence obtained solely through the Grievance Procedures (*see* "Privacy of Documents," below).

In any process under this Policy, other than as provided for herein (for example, with respect to the privacy of documents, and with respect to the Charter School's prohibition on Retaliation), the Charter School will not restrict the ability of either Party to discuss the allegations prompting a Report or Formal Complaint, including for the purposes of obtaining and presenting evidence (such as by speaking to witnesses), consulting with family members, Confidential Employees, or advisors, or otherwise preparing for or participating in the Grievance Procedures.

B. Privacy of Documents.

In order to preserve the privacy of the Parties and witnesses, documents prepared in connection with an investigation and adjudication (including, but not limited to, Formal Complaints; Notices of Allegations; draft and final Investigative Reports; Notices of Outcome; notices of Sanctions and/or Remedies; and any appeals-related documents), as well as audio and/or audiovisual recordings or transcripts made of any proceedings under this Policy, may not be disclosed by Parties or others acting on their behalf other than as provided for herein, and as may be required or authorized by law. Any violation of this provision may result in discipline.

C. Confidential Employees.

Confidential communications are those exchanged with individuals belonging to certain professions (such as healthcare providers, professional counselors, or pastoral counselors) which require maintaining the confidentiality of communications disclosed to the individual in the context of providing professional services. Such individuals cannot disclose the content of those communications, or records of the same, to any third party without the disclosing individual's prior written consent, or if permitted or required by law or relevant professional ethical obligations (such as "duty to warn"). These communications are privileged under federal or state law. The Charter School employs individuals who serve in such roles ("**Confidential Employees**").

Confidential Employees are not required to notify the Title IX Coordinator when a person informs them of conduct that may constitute Sexual Harassment if that information is provided while the Confidential Employee is functioning within the scope of their duties to which confidentiality applies.

Importantly, Confidential Employees still must, upon receipt of such information, explain that they are a Confidential Employee; provide contact information for the Title IX Coordinator; explain how to report Sexual Harassment; and inform the disclosing individual that the Title IX Coordinator may be able to offer and coordinate Supportive Measures, as well as initiate an Informal Resolution Process or the Grievance Procedures. A Confidential Employee may still have an obligation to report known or suspected child abuse or criminal acts.

X. MANDATORY REPORTING UNDER TITLE IX

Any Charter School employee who is not a Confidential Employee is a **Mandatory Reporter** and must notify the Title IX Coordinator upon receipt of information about conduct that may constitute Sexual Harassment.

A Mandatory Reporter need not have learned of reportable information from the individual allegedly affected by Prohibited Conduct for it to be reportable. A Mandatory Reporter must report information they received regardless of the manner of receipt, including through a third party. Mandatory Reporters are not permitted to make anonymous Reports in order to satisfy their obligations as a Mandatory Reporter. Mandatory Reporters must promptly report all known information. It is recommended that Mandatory Reporters be clear about their obligations before an individual discloses sensitive information. Any questions regarding Mandatory Reporting responsibilities under this Policy should be directed to the Title IX Coordinator.

Disclosures at public awareness events held on campus or on an online platform sponsored by the Charter School will not prompt the Title IX Coordinator to take responsive action unless the information reveals an immediate and serious threat to the health or safety of a Complainant, any Students, employees, or other persons, or unless the individual affected by the alleged Prohibited Conduct clearly indicates they desire responsive action be taken. The Charter School will still use the information disclosed to inform its efforts to prevent Sexual Harassment.

Nothing in this Policy affects an individual's obligations to make reports under Pennsylvania law, including of known or suspected child abuse or criminal acts. In all cases where a report is required by law or other Charter School policy, the employee making the report shall simultaneously notify the -Charter School Head of School.

XI. REPORTING GENERALLY

A. Anonymous Reporting.

Except as set forth herein with respect to Mandatory Reporters, an individual may make an anonymous Report. This means they may report an incident without disclosing their name, for example, or withholding certain details, including, but not limited to, the identity of the Respondent. However, depending on the information available about a reported incident, the Charter School's ability to respond may be limited. This includes, but is not limited to, the likelihood that the Charter School will be able to pursue Grievance Procedures against the individual alleged to have engaged in Prohibited Conduct, as typically the identity of the Complainant must be disclosed to the Respondent. When a known Complainant wishes to remain anonymous, the Charter School will seek to respect the request of the Complainant, and where it cannot do so, will explain why.

B. Time Frame.

There is no time limit on making a Report, but individuals are strongly encouraged to report incidents of alleged Prohibited Conduct as soon as possible. This will enhance the Charter School's ability to address the conduct at issue, including by extending Supportive Measures, and, if applicable, by conducting an investigation effectively, when Relevant evidence and witnesses are most available.

C. Amnesty.

Students who were drinking alcohol or using drugs at the time an incident of alleged Prohibited Conduct occurs may be hesitant to make a Report or Formal Complaint, or participate as a Party or witness in an investigation due to concerns about being charged with disciplinary violations. In order to address those concerns, and encourage the prompt reporting of information related to known or suspected Sexual Harassment, the Charter School will generally not pursue disciplinary action for alcohol or drug offences when information involving alcohol or drug use is revealed as part of a Report or Formal Complaint, or an investigation. However, the Charter School may require Students to participate in educational interventions related to drugs and alcohol.

D. Presumption of Non-Responsibility.

A Respondent is presumed not responsible for alleged Prohibited Conduct unless and until the Respondent is determined to be responsible for a violation of this Policy at the conclusion of the Grievance Procedures.

E. Good Faith Reporting.

A determination that a Respondent was not responsible for a Policy violation does not, without more, establish that the Complainant or any other Party or witness has made a false allegation or statement in bad faith. Deliberately false allegations and statements are, however, a violation of Charter School policy and individuals, including witnesses, who knowingly make false allegations, provide false statements or evidence, tamper with or destroy evidence they were instructed to preserve, or commit similar acts of dishonesty may be subject to disciplinary action.

XII. EXTERNAL COORDINATION.

Complainants who wish to seek medical care and/or report to law enforcement are encouraged to do so.

A. Medical Care.

Medical care may address physical and mental health concerns, including those related to pregnancy and/or sexual transmitted infections. Medical providers may also be able to assist in the collection and preservation of evidence. The ability to collect and preserve evidence of Sexual

Assault is limited in time (typically to a window of 72 hours), so it is essential that care be sought as soon as possible.

B. Law Enforcement.

Similarly, making a report to law enforcement does not generally obligate an individual to pursue a criminal complaint, or to participate in any processes contained in this Policy. An individual may choose to participate in the processes contained herein, an external criminal process, both, or neither. In the event that both criminal and disciplinary processes are at issue, the Charter School may comply with law enforcement requests for temporary delays in the disciplinary process in order to permit law enforcement to gather evidence for a criminal investigation.

A criminal investigation into allegations of sexual harassment or sexual violence does not relieve the Charter School of its duty under Title IX to resolve Reports and Formal Complaints promptly and equitably.

XIII. RESPONSE TO REPORTS

A. Generally.

The Charter School will review and respond to all Reports. Upon receiving a Report, the Title IX Coordinator will promptly contact the Complainant to provide information, advise them of the availability of Supportive Measures and on- and off-campus resources, and discuss the procedural options available to the Complainant under this Policy, including the Informal Resolution Process and pursuing Grievance Procedures. The Charter School will also assess whether there are any immediate threats to health or safety that must be addressed.

Importantly, if the alleged conduct, if established, would not constitute a violation of this Policy, the Title IX Coordinator will inform the Complainant of any other resources and options available, which may include referring the matter for action under a separate policy. Similarly, in cases where the Respondent is not a Charter School affiliate and the Grievance Procedures would not be available to the Complainant, the Title IX Coordinator will offer Supportive Measures and take other action as appropriate, if any, to address the behavior at issue.

At all times, the Charter School will treat Complainants and Respondents equitably.

B. Response to Reports Involving Responsive Personnel.

In the event of concerns pertaining to the conduct of the Title IX Coordinator or other individuals involved in the Charter School's response t0 Sexual Harassment, Reports and/or Formal Complaints may be directed to the CEO of the Freire Schools network: CEO@freireschools.org

C. Challenges to Responding Personnel for Bias or Conflict of Interest.

If a Party has concerns about bias in favor of or against a specific Complainant or Respondent, bias in favor of or against Complainants or Respondents generally, or a potential conflict of interest which involves the Title IX Coordinator, facilitator of an Informal Resolution Process, Investigator, Decision-Maker, or Appeal Officer, the Party should direct those concerns to the CEO of the Freire Schools network: CEO@freireschools.org

D. Consolidation of Formal Complaints.

In cases in which allegations of Sexual Harassment, are connected to allegations of discrimination or harassment by the Respondent based on another protected category which would ordinarily be addressed by the Charter School's non-discrimination policies, or are connected to other alleged misconduct by the Respondent which would ordinarily be addressed by the Student Code of Conduct and other policies contained within the Student/Family Handbook, such as Sex Discrimination, Bullying (#204) and Hazing (#214), and/or policies contained within the Employee Handbook, such as Employee Conduct & Discipline (#323) and Maintaining Appropriate Relationships (#308), the Charter School may, in its sole discretion, address all related conduct in a consolidated manner.

Similarly, the Charter School may, in its sole discretion, consolidate Formal Complaints of Sexual Harassment brought against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one Party against another Party ("cross formal complaints"), where the allegations arise out of the same facts or circumstances.

XIX. SUPPORTIVE MEASURES

A. Generally.

Supportive Measures are available before or after the filing of a Formal Complaint, as well as in cases in which no Formal Complaint is ever filed.

Changes in class, work, extracurricular, and/or other activities may be made regardless of whether there is or is not a comparable alternative.

A Party may seek modification or reversal of decisions to provide, deny, modify, or terminate Supportive Measures applicable to that Party, by emailing a written request to the Title IX Coordinator.

In the event of such challenges, the decisionmaker will be someone other than the person who made the decision regarding the Supportive Measures being challenged, and will have the authority to make requested modifications or reversals. In the event of a material change in circumstances affecting Supportive Measures, subsequent opportunities for review may be sought.

B. Confidentiality of Supportive Measures.

Information about Supportive Measures provided to a person will not be disclosed, including informing one Party of Supportive Measures provided to another Party, except when necessary to provide the Supportive Measures, or restore or preserve a Party's access to The Charter School's Education Program or Activity.

C. Accommodations for Individuals with Disabilities.

If a Party is an Individual with a Disability, that Party is entitled to reasonable accommodations that would enable them to participate in all processes provided for under this Policy, including, but not limited to, making a Report or Formal Complaint, participating in an Informal Resolution Process, and/or participating in an investigation and adjudication under the Grievance Procedures. If an Individual with a Disability requires such reasonable accommodations, they should promptly notify the Title IX Coordinator. In cases in which a Party is an Individual with a Disability, the Title IX Coordinator may consult, as appropriate, with the Party or the Charter School's Director of Student Services.

A Party should not assume the Title IX Coordinator is on notice they are an individual with a Disability, even if the Party is registered to receive accommodations via a Charter School academic or administrative unit.

XX. EMERGENCY REMOVAL AND ADMINISTRATIVE LEAVE

A. Emergency Removal.

A Respondent may be removed from the Charter School's Education Program or Activity, or certain aspects thereof (such as, but not limited to, access to the Charter School's facilities, classes, and/or student activities), if, after conducting an individualized safety and risk analysis, the Charter School determines 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. In the event of such a removal, the Respondent will receive notice of the decision and an opportunity to challenge the decision immediately following the removal. The Charter School will take into consideration any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

To challenge the emergency removal, the Respondent should email the Title IX Coordinator to request a meeting to show cause why the emergency removal should not be implemented or should be modified. This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate. When this meeting is not requested within five (5) business days, objections to the emergency removal will be deemed waived.

In the event of such challenges, the decisionmaker will be someone other than the person who made the decision regarding the emergency removal being challenged, and will have the authority to make requested modifications or reversals.

An emergency removal is not discipline.

B. Administrative Leave.

With respect to employee Respondents, administrative leave from Charter School employment is permitted during the pendency of Grievance Procedures. Administrative leave may include complete removal from the Charter School workplace or limitations on access to the workplace, and may be imposed with or without pay. In the event administrative leave is imposed, the Respondent is given the opportunity to seek modification or reversal of the leave by following this process:

The Respondent should email the Title IX Coordinator to request a meeting to show cause why the administrative leave should not be implemented or should be modified. This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the administrative leave is appropriate. When this meeting is not requested within five (5) business days, objections to the administrative leave will be deemed waived.

In the event of such challenges, the decisionmaker will be someone other than the person who made the decision regarding the administrative leave being challenged, and will have the authority to make requested modifications or reversals.

Administrative leave under this section is not discipline.

XXI. ADVISORS

Each Party is entitled to be accompanied by an Advisor of their choosing to any meeting, interview, or proceeding related to a Report or Formal Complaint under this Policy. The Advisor is a non-speaking role present to advise and support the Party and may be, but is not required to be, an attorney.

Substantial delays will not normally be allowed due to scheduling conflicts with Advisors. If, at any point, an Advisor becomes disruptive or fails to comply with the provisions of this Policy or any additional rules of decorum provided by The Charter School, The Charter School may remove the Advisor from the meeting, interview, or proceeding, and, if appropriate, any future meetings, interviews, or proceedings. Such a removal of an Advisor is not appealable. If a Party's Advisor is removed, they may choose another Advisor or have one selected and appointed for them by the Charter School.

XXII. INFORMAL RESOLUTION PROCESS

An Informal Resolution Process may be offered at any time after a Formal Complaint is filed and before a determination of whether Sexual Harassment occurred has been made. An Informal Resolution Process is not permitted if such a process would conflict with federal, state, or local laws, rules, and regulations or if the Formal Complaint involves allegations that a Charter School employee sexually harassed a Charter School student. The Charter School may decline to permit an Informal Resolution Process when it determines the alleged Prohibited Conduct presents a future risk of harm to others.

Both Parties must voluntarily agree in writing to participate in the Informal Resolution Process. As participation is voluntary, the Charter School does not require Parties to waive the right to an investigation and adjudication as a condition of (continuing) enrollment or (continuing) employment, or the exercise of any other right. While every Informal Resolution Process will be tailored to the facts and circumstances of an individual matter, in no case will the facilitator of the Informal Resolution Process be the same person as the Investigator or Decision-Maker for Grievance Procedures involving the same matter.

Before initiating an Informal Resolution Process, The Charter School will notify the Parties of:

- the allegations;
- the requirements of the Informal Resolution Process;
- that each Party has the right to withdraw their agreement to participate in the Informal Resolution Process prior to agreeing to a resolution, and can at that time initiate or resume the Grievance Procedures, as applicable;
- that agreement to a resolution at the conclusion of the Informal Resolution Process precludes the Parties from initiating or resuming Grievance Procedures arising from the same allegations;
- the potential terms that may be requested or offered in an Informal Resolution Process agreement, including notice that an Informal Resolution Agreement is binding only on the Parties; and
- which records will be maintained as part of the Informal Resolution Process and circumstances under which such records could be shared in the event the Informal Resolution Process is not completed and Grievance Procedures are initiated or resumed.

Specifically, if the Grievance Procedures are resumed after an attempted Informal Resolution Process:

- neither the Charter School nor a Party will access, consider, disclose, or otherwise use information, including records, obtained solely through an Informal Resolution Process as part of the investigation or outcome determination, and

- in such cases, the Informal Resolution Process facilitator is permitted to serve as a witness for purposes other than providing information obtained solely through the Informal Resolution Process.

XXIII. GRIEVANCE PROCEDURES

A. Title IX Coordinator Initiated Formal Complaints.

As noted, in the absence of a Formal Complaint made by a Complainant, or in the event of the withdrawal of any or all of the allegations in a Formal Complaint, the Title IX Coordinator will determine whether to initiate a Formal Complaint. Such a determination is fact-specific and will be made in consideration of factors including, but not limited to:

- The Complainant's request not to proceed with initiation of a Formal Complaint;
- The Complainant's reasonable safety concerns regarding initiation of a Formal Complaint;
- The risk that additional acts of Sexual Harassment would occur if a Formal Complaint is not initiated;
- The severity of the alleged Sexual Harassment, including whether, if established, the Charter School would require the removal of the Respondent from campus or impose another Sanction to end the Sexual Harassment and prevent its recurrence;
- The age and relationship of the Parties, including whether the Respondent is an employee;
- The scope of the alleged Sexual Harassment, including information suggesting a pattern, ongoing conduct, or conduct

alleged to have impacted multiple individuals;
- The availability of evidence to assist the Decision-Maker in determining whether Sexual Harassment occurred; and
- Whether the Charter School could end the alleged Sexual Harassment and prevent its recurrence without initiating the Grievance Procedures.

If, after considering these and other relevant factors, the Title IX Coordinator determines the conduct as alleged presents an imminent and serious threat to the health or safety of the Complainant or other person, or the conduct as alleged prevents the Charter School from ensuring equal access on the basis of sex to its Education Program or Activity, the Title IX Coordinator may initiate a Formal Complaint. Prior to doing so, the Title IX Coordinator will notify the Complainant and appropriately address reasonable concerns about their safety or the safety of others, including by providing Supportive Measures. Regardless of whether a Formal Complaint is initiated, the Title IX Coordinator will take other appropriate prompt and effective steps to ensure that Sexual Harassment does not continue or recur within the Charter School's Education Program or Activity.

B. Dismissal.

A Formal Complaint must be dismissed, in whole or in part, if if the conduct alleged in the Formal Complaint, even if proved:

- would not constitute Sexual Harassment under this Policy;
- did not occur in the Charter School's Education Program or Activity; or
- did not occur against a person in the United States.

A Formal Complaint may be dismissed, in whole or in part, if :

- The Complainant notifies the Title IX Coordinator in writing that the Complainant wishes to withdraw the Formal Complaint or some of its allegations;
- The Respondent is not enrolled in, or employed by, the Charter School; or
- Specific circumstances prevent the Charter School from gathering evidence sufficient to reach a determination about the allegations.

In the event of a dismissal, Supportive Measures may still be provided to the Complainant (and Respondent, if already notified of the Formal Complaint), and the Title IX Coordinator may refer the matter to another, appropriate office for review and response. The Charter School will provide written notice to the Complainant (and Respondent, if already notified of the Formal Complaint) of the dismissal, the basis for the dismissal, and the right to appeal the dismissal.

C. Withdrawal of Formal Complaint by Complainant.

As noted, a Formal Complaint may be dismissed if the Complainant notifies the Title IX Coordinator they would like to withdraw the Formal Complaint. Such notice must be in writing. If a Complainant requests dismissal, they can re-file the Formal Complaint at a later date and request a continuation of the Grievance Procedures or voluntarily agree to an Informal Resolution Process.

The Title IX Coordinator will consider requests in light of the factors laid out in herein (relating to the Title IX Coordinator's decision to initiate a Formal Complaint when the Complainant does not wish to do so). If the Title IX Coordinator refuses a request by a Complainant to dismiss a Formal
Complaint, the Title IX Coordinator will notify the Complainant in writing of the decision and rationale.

D. Notice of Allegations.

The Grievance Procedures begin with the sending of a Notice of Allegations to the Complainant and Respondent. If the Formal Complaint was signed by the Title IX Coordinator, the Complainant
will still receive the Notice of Allegations, but is not required to participate in the investigation or related activities. The Notice of Allegations will include:
- information about the Informal Resolution Process and Grievance Procedures;
- the identities of the Parties involved in the incident(s), the conduct alleged to constitute Sexual Harassment, and the date(s) and location(s) of the alleged incident(s), if known;
- information about The Charter School's prohibition on Retaliation;
- a statement that the Parties are entitled to an Investigative Report summarizing all Relevant (not otherwise impermissible) evidence and retain the equal right to inspect and review such evidence upon request;
- a statement that the Respondent is presumed not responsible for the alleged Sexual Harassment unless and until a determination is made at the conclusion of the Grievance Procedures, after the Parties have had an opportunity to present Relevant (not otherwise impermissible) evidence to a trained, impartial Decision-Maker;
- notice that the Parties have the right to be accompanied by an Advisor of choice who may, but need not, be an attorney;
- notice that knowingly making false statements or submitting false information is prohibited
- information about the availability of Supportive Measures;
- a statement regarding the Standard of Proof to be used in considering the facts and evidence;
- the range of possible Sanctions and Remedies; and

- information about the appeals process.

If, in the course of an investigation, the Charter School decides to investigate additional allegations of Sexual Harassment not included in the original Notice of Allegations about the Respondent's conduct toward the Complainant, or which are otherwise consolidated with the ongoing investigation, the Charter School will provide notice of the additional allegations to the Parties whose identities are known. If the Charter School has reasonable concerns for the safety of any person as a result of providing this Notice of Allegations, it may reasonably delay providing it in order to address the safety concerns appropriately. Reasonable concerns must be based on individualized safety and risk analysis and not on mere speculation or stereotypes.

E. Acceptance of Responsibility.

At any time prior to the rendering of a finding as to responsibility by a Decision-Maker, the Respondent may indicate they do not wish to contest the disciplinary case against them and accept responsibility for all or part of the Prohibited Conduct alleged. In the event a Respondent accepts responsibility, the Complainant will be notified in writing. The Complainant and Respondent may each submit, respectively, an impact statement or a mitigation statement which will be reviewed by the decisionmaker of Sanctions and/or Remedies. The Parties will thereafter be notified simultaneously of the Sanctions imposed and whether Remedies will be provided. This decision is not appealable and is final. In the event the Respondent accepts responsibility for only part of the Prohibited Conduct alleged, the remaining allegations will proceed through the Grievance Procedures set forth, and Sanctions for all the Prohibited Conduct at issue will be assigned at the conclusion of the matter in its entirety.

F. Investigation.

a. Time Frames.

The investigation will be adequate, reliable, fair, and impartial, and will be completed within a reasonably prompt timeframe. Freire strives to complete investigations within thirty (30) Days. Any timelines provided herein create no rights for the Parties and may be extended or changed by the Charter School for good cause shown, in the Charter School's sole discretion. In the event a deadline is extended or changed, both Parties will be notified in writing regarding the reason for and expected duration of the delay.

b. Fact-Gathering Process.

The Charter School will charge the trained Investigator—who may be the Title IX Coordinator—with the task of gathering facts about the allegations raised in the Formal Complaint, objectively evaluating the Relevance of all evidence, and preparing an Investigative Report which contains a fair summary of the Relevant evidence.

The Investigator will meet with each Party and Relevant witnesses. Each individual interviewed will have the opportunity to review a summary of their own statement prior to its inclusion in a draft Investigative Report. Prior to any interviews or meetings with the Parties, the Investigator will provide written notice of the date, time, location, and purpose of the interview or meeting, with sufficient time for the Party to prepare for the interview or meeting. Each Party will have the equal opportunity to gather and present Relevant evidence (both inculpatory and exculpatory) and fact witnesses to the Investigator. However, the burden of gathering evidence, and satisfying the Standard of Proof, is on the Charter School.

The Charter School may not access, consider, disclose, or otherwise use 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 Charter School obtains that Party's (or their parent or guardian's) voluntary, written consent to do so for this grievance process.

The Charter School may adopt and apply reasonable rules regarding decorum during any meetings or interviews conducted under this Policy, provided they apply equally to both Parties. The Charter School has discretion to remove, with or without prior warning, from any meeting or proceeding an involved Party, witness, or Advisor who does not comply with these expectations and any other applicable The Charter School policies and procedures.

In general, meetings under this section may be attended only by the Investigator, the Party or witness being interviewed (including, as noted, a parent or guardian who may also attend in lieu of their child), and, if applicable, Advisors, subject to the restrictions in this Policy. Additional attendees may be permitted, at the discretion of the Title IX Coordinator, in connection with an approved Disability-related accommodation. All persons present at any time during the Grievance Procedures, other than the Parties, are expected to maintain the privacy of the proceedings and not discuss or otherwise share information learned as part of the proceedings. Failure to maintain such privacy may subject individuals to discipline.

In connection with meetings and interviews, the Investigator will assess the credibility of the Parties and witnesses, to the extent credibility is both in dispute and Relevant to evaluating the allegations. Any credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness.

Each individual interviewed will have the opportunity to review a summary of their own statement prior to its inclusion in a draft Investigative Report. If the interviewee has corrections or comments to the summary, the interviewee may submit a written response to the Investigator within two (2) Days of receiving the summary reflecting any additions or changes the interviewee believes are necessary to ensure the accuracy of the interviewee's statement. If no response is received from the interviewee by the deadline, the summary will be presumed to be an accurate summary of the interview. In all instances where the Investigator includes an interview summary as an exhibit to the Investigative Report, the Investigator will either adjust the summary as appropriate or include any response provided by the interviewee with the Investigative Report.

Providing information to the Investigator through an interview, submission of documents, or both, is voluntary. The Charter School does not compel Parties or non-employee witnesses to answer questions during the interview or submit documents, although all Parties and witnesses are encouraged to do so. A person's decision not to participate in the investigation, in whole or in part, will be documented in the Investigative Report. The Charter School employees, and others authorized by the Charter School to provide aid, benefits, or services as part of the Charter School's Education Program or Activity, are expected to attend all scheduled meetings and proceedings and, upon request, participate as a witness or otherwise assist with any investigation or adjudication under this Policy.

d. Evidence Review.

At the conclusion of the fact-gathering process, the Investigator will provide each Party and their Advisor, if any, the opportunity to inspect and review any evidence gathered. as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Charter School 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 purpose of the inspection and review process is to allow each Party the equal opportunity to meaningfully respond to the Relevant evidence prior to conclusion of the investigation (and before an adjudication, if any), to submit any additional Relevant evidence, and provide the names of any additional witnesses with Relevant information. This is the final opportunity to offer relevant evidence and the names of additional witnesses. The Investigator will provide the evidence subject to inspection and review to the Parties and their Advisors, if any, in an electronic format or a hard copy.

The Parties will have a minimum of ten (10) Days to inspect and review the Relevant evidence and submit a written response to the Investigator~~;~~ which the Investigator will and their Advisors, if any, consider prior to completion of the investigative report. The Title IX Coordinator has discretion to extend the evidence review period based on the volume and nature of evidence or for any other good cause.

At the conclusion of the evidence review process and after considering the Parties' written responses (if any), the Investigator will conduct additional fact-gathering if the Investigator determines, in their sole discretion, such additional fact gathering is necessary.

After considering the Parties' written responses, the Investigator will draft the final Investigative Report. The Investigative Report effectively summarizes relevant evidence and will be provided to the Parties in an electronic format or hard copy for their review and written response at least ten (10) days before the time of determination of responsibility.

G. <u>Adjudication</u>.

The Decision-Maker, who cannot be the same person as the Title IX Coordinator or the Investigator, will afford each Party the opportunity to submit written, relevant questions that a Party wants asked of any Party or witness, provide each Party with the answers, and allow for additional limited follow-up questions from each Party. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. The Decision-Maker must explain to the Party proposing the questions any decision to exclude a question as not relevant.

The Decision-Maker will then prepare a written determination of responsibility, applying the standard of evidence described herein. This will typically be done within ten (10) Days of the answers to the final questions posed by the Parties through the Decision-Maker. The written determination will include:

- The allegations potentially constituting sexual harassment;
- The portion of this Policy that was violated~~;~~
- A description of the procedural steps that were taken;
- A findings of fact section;
- The written report will be provided to the Title IX Coordinator.
- A section that draws conclusions after applying the facts to the portion of the Policy that applies;
- A statement and rationale for the ultimate determination of responsibility;

- Any disciplinary sanctions that School will impose on the Respondent, and a statement regarding whether School will provide remedies to the Complainant;
- statement and rationale for any remedies for the complainant, addressing how those remedies will restore and preserve equal access; and
- A statement will include the School's procedures that the parties have a right to appeal the initial determination regarding responsibility, and the permissible bases for appeal.
- The written determination will be provided to the Parties simultaneously. The written report will be provided to the Title IX Coordinator, who is responsible for effective implementation of any remedies.

The determination regarding responsibility becomes final either on the date the Charter School provides the Parties with the written determination of the results of any appeal, or, if no appeal is filed, the date on which an appeal would no longer be considered timely. Any Sanctions and/or Remedies will be implemented at that time.

E. Sanctions and Remedies.

Sanctions are designed to stop misconduct, prevent its recurrence, and remedy its effects, and will consider factors including the nature and gravity of the misconduct, and any record of prior misconduct, if applicable.

The Charter School may continue Supportive Measures, and may also provide Remedies to the Complainant or others, in the event their equal access to the Charter School's Education Program and/or Activity was determined to have been limited or denied by Sexual Harassment. Remedies are designed to restore or preserve a person's access to The Charter School's Education Program or Activity.

XXIV. APPEALS

Dismissals and determinations regarding responsibility can be appealed based on one or more of the following grounds:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time of the dismissal or the determination regarding responsibility that could affect the outcome of the matter; and/or
- The Title IX Coordinator, Investigator(s), or Decision-Maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Parties that affected the outcome of the matter.

Appeals must be submitted in writing to the Appeal Officer within three (3) Days of the date of the written outcome determination or dismissal. The Appeal Officer shall immediately provide notice of any appeal(s) to the other Party, who has three (3) Days to submit a written response, limited to the grounds alleged in the appeal. The Appeal Officer will not be the same individual who, as applicable, conducted the investigation, issued the dismissal, and/or made the finding of responsibility.

The Appeal Officers' review will be based only on the written record, as well as any recordings or transcripts. Any alleged new evidence related to the grounds for the appeal should be appended to the appeal. The appeal is not an opportunity for a re-investigation or re-hearing. The Appeal Officer will submit a final written decision on the appeal, including a rationale, within five (5) Days of receipt of the appeals materials, which will be simultaneously distributed to both Parties.

For an appeal related to the dismissal of a Formal Complaint, the Appeal Officer will decide whether to approve or reject the decision and, if rejected, return the Formal Complaint to the Title IX Coordinator for further process. For an appeal of a finding of responsibility, the Appeal Officer will decide whether to approve, reject, or modify the decision and/or Sanctions and/or Remedies, and may remand the case for further proceedings consistent with the appeals decision. The Appeal Officer's decision is final.

XXVI. RECORDKEEPING

There is a seven year record retention period for:

- Reports; Formal Complaints; and records documenting the response to Reports and Formal Complaints, including any Supportive Measures provided, any emergency removals or administrative leave imposed, and any Informal Resolution Process or Grievance Procedures undertaken, including the resulting outcome (e.g., the result of any Informal Resolution Process, determinations of responsibility, Disciplinary Sanctions imposed on the Respondent, Remedies provided to the Complainant, appeals and the results of such appeals);
- Any records documenting action taken by the Charter School to address Reports of Sexual Harassment, prevent its recurrence, and remedy its effects; to address any barriers identified to reporting such conduct; and to educate employees about their Mandatory Reporting responsibilities;
- All materials used to provide required training, which will also be made publicly available on the Charter School's website or available for inspection upon request by members of the public; and
- Any audio or audiovisual recording or transcript required to be retained.