

Aspire Title IX Policy and Grievance Procedures for Sexual Harassment

Aspire Public Schools (“Aspire”) is committed to maintaining a safe and respectful school environment that is free from discrimination and harassment. Aspire does not discriminate on the basis of sex and prohibits any acts of sex discrimination, including sexual harassment, in any education program or activity that it operates, as required by Title IX (20 U.S.C. § 1681 et seq.) and the Title IX regulations (34 C.F.R. Part 106) (collectively referred to as “Title IX”), and California law, including in admission and employment. This Title IX Policy and Grievance Procedures for Sexual Harassment (“Policy”) details Aspire’s commitment to maintain a learning environment that is free from sex discrimination, including sexual harassment, and provides a grievance process for allegations of sexual harassment as defined under Title IX. Any individual can report sexual harassment at Aspire to Aspire staff (e.g., Principal, Assistant Principal, teacher, etc.), and Aspire will take appropriate actions in accordance with the law and this Policy.

Aspire will make reasonable efforts to prevent students from being discriminated against or harassed, and will take action to investigate, respond, address and report on such behaviors in a timely manner. Aspire school staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, Aspire will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom Aspire does business, or any other individual, student, or volunteer. Aspire will promptly respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted.

This policy may apply to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom Aspire does business, and acts of Aspire’s Board of Directors (“Board”) in enacting policies and procedures that govern Aspire. However, as set forth below, the Title IX grievance procedures shall only be utilized for misconduct that falls within the definition of “sexual harassment” under Title IX. Inquiries about the application of Title IX may be referred to the Aspire Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

Aspire complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Title IX Coordinator (“Coordinator”):

- **Bay Area** – Regional Director of Student Services
1001 22nd Ave, Oakland, CA 94606
Phone: 510-434-5000
Email: BA_TitleIX@aspirepublicschools.org
- **Central Valley** – Regional Director of Student Services
4202 Coronado Ave, Stockton, CA 95204
Phone: 209-647-3047



Email: CV_TitleIX@aspirepublicschools.org

- **Los Angeles** – Superintendent of Culturally Responsive Leadership Development
5901 E. Slauson Avenue, Commerce, CA 90040
Phone: 323-837-9920
Email: LA_TitleIX@aspirepublicschools.org
- **Home Office** – Director of Employee Relations
1001 22nd Ave., #100, Oakland, CA 94606
Phone: 510-434-5000
Email: HO_TitleIX@aspirepublicschools.org

Definition of Sexual Harassment Under California Law

California Education Code section 212.5 defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the work or educational setting, under any of the following conditions: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

Sexual harassment under California law may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation, or attempts to commit these assaults.
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:

- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
- Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations of sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

Under Education Code section 230, harassment and other discrimination on the basis of sex include, but are not limited to, the following: exclusion of a person or persons from participation in, denial of the benefits of, or subjection to harassment or other discrimination in, any academic, extracurricular, research, occupational training, or other program or activity; and exclusion from participation in, or denial of equivalent opportunity in, athletic programs. The full definition of discrimination and harassment based on sex from Education Code section 230 can be found here:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC§ionNum=230.

The definition of sexual harassment under California law and the definition of Sexual Harassment under Title IX overlap in some areas. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying based on gender, sex, gender identity or expression, or sexual orientation are eligible to be investigated pursuant to Aspire's Uniform Complaint Procedures under California law. However, if any complaints alleging sexual harassment constitute sexual harassment as defined under federal law in Title IX (see below), the complaints shall be investigated under the Title IX Grievance Procedures for Sexual Harassment. Aspire prohibits retaliatory behavior against anyone who files a sexual harassment complaint or any participant in the complaint investigation process.

Sex Equity in Education Act Statement

Students have all the rights set forth in Education Code section 221.8 (as applicable to Aspire's programs). This includes the right to fair and equitable treatment, the right to a school environment without discrimination on the basis of sex, and the right to be provided with an equitable opportunity to participate in all academic extracurricular activities. The description of all rights set forth in Education Code section 221.8 can be found here:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC§ionNum=221.8.

For more information about Gender Equity/Title IX, please visit the following CDE website: <https://www.cde.ca.gov/re/di/eo/genequitytitleix.asp>.

Title IX Grievance Procedures for Sexual Harassment

Scope of Grievance Procedures

The following grievance procedures shall only be utilized for misconduct that falls within the definition of “Sexual Harassment” under Title IX.

Definitions under Title IX

- **Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in Aspire’s education program or activity or signed by the Title IX Coordinator alleging Sexual Harassment against a respondent and requesting that Aspire investigate the allegation of Sexual Harassment. At the time of filing a formal complaint of Sexual Harassment, a complainant must be participating in or attempting to participate in Aspire’s education program or activity.
- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.
- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.
- **Sexual Harassment** means conduct on the basis of sex that satisfies one or more of the following:
 - An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual 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 recipient's education program or activity; or
 - “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Reporting Allegations of Sexual Harassment

Any individual (e.g., a student or employee who is alleged to be a victim of Sexual Harassment or a parent/guardian of a student who is alleged to be a victim of Sexual Harassment), may report Sexual Harassment directly to the Aspire Title IX Coordinator, or to any other available Aspire employee who shall immediately inform the Title IX Coordinator. Reports of Sexual Harassment can be made in-person, by mail, by telephone, by electronic mail, or by any other means that result in a Title IX Coordinator receiving the person’s verbal or written report.

Supportive Measures Under Title IX

Upon the receipt of a report of Sexual Harassment, the Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Title IX Coordinator will 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 of Sexual Harassment, and explain the process for filing a formal complaint of Sexual Harassment.

Supportive measures are 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 of Sexual Harassment or where no formal complaint of Sexual Harassment has been filed. Such measures are designed to restore or preserve equal access to Aspire’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Aspire’s educational environment, or deter Sexual Harassment. Supportive measures available to complainants and respondents 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, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Aspire will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Aspire to provide the supportive measures.

Initial Review of Formal Complaint of Sexual Harassment

If a formal complaint is filed, the Title IX Coordinator will review the complaint and make an initial determination as to whether it raises allegations that fall within the definition of Sexual Harassment under Title IX as described above. Aspire may consolidate multiple formal complaints where the allegations of Sexual Harassment arise out of the same facts or circumstances.

If it does, the Title IX Coordinator will follow this Policy’s grievance procedures for formal complaints. If it does not, the Title IX Coordinator will determine whether the complaint should be dismissed (as explained below) and/or investigated pursuant to another applicable Aspire policy (e.g., Uniform Complaint Procedures).

At any time after a formal complaint has been filed, but before reaching a determination regarding the allegation, Aspire may offer an informal resolution process (such as restorative justice or mediation) to the complainant and respondent. However, the informal resolution process is not available where the complainant alleges that an employee sexually harassed a student. Participation in informal resolution is voluntary.

Dismissal of a Formal Complaint of Sexual Harassment

Under certain circumstances, a complaint must or should be dismissed by the Title IX Coordinator. The Title IX Coordinator will endeavor to make this determination no more than fifteen (15) school days from the date they receive the formal complaint. However, such a dismissal does not preclude action under another applicable Aspire policy.

- **Mandatory Dismissal:** Aspire must dismiss the formal complaint if:
 - The alleged conduct did not occur in Aspire’s education program or activity;
 - The alleged conduct did not occur against an individual in the United States; or
 - The alleged conduct would not constitute Sexual Harassment as defined under Title IX even if proved.
- **Permissive Dismissal:** Aspire may dismiss a formal complaint if:
 - The complainant provides a written withdrawal of the complaint to the Title IX Coordinator;
 - The respondent is no longer employed or enrolled at Aspire; or



- The specific circumstances prevent Aspire from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.

If a formal complaint of Sexual Harassment or any of the claims therein are dismissed, Aspire will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to both parties.

Emergency Removal

Aspire may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of Sexual Harassment grievance process in accordance with Aspire's policies.

Aspire may remove a respondent from Aspire's education program or activity on an emergency basis, in accordance with Aspire's policies, provided that Aspire undertakes an individualized safety and risk analysis, 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, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This Policy may not be construed to modify any rights under the IDEA, Section 504, or the ADA, unless permitted under Title IX.

Informal Resolution

If a formal complaint of Sexual Harassment is filed, Aspire may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Aspire offers such a process, it will do the following:

- Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of Sexual Harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
- Obtain the parties' advance voluntary, written consent to the informal resolution process.
 - Aspire will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Notice of the Allegations

Upon receipt of a formal complaint of Sexual Harassment that is not dismissed, the Title IX Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:

- A description of the allegations of Sexual Harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident;
 - A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
 - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
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- A statement that Aspire prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

Investigation Process

- The decision-maker will not be the same person(s) as the Title IX Coordinator or the investigator. Aspire shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
- In most cases, a thorough investigation will take no more than forty-five (45) school days. If the investigator determines that an investigation will take longer than forty-five (45) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete. The entire Title IX process, including informal resolution, opportunities to respond, and determination of responsibility may take ninety (90) calendar days or longer, depending on the complexity of the investigation and the issues raised.
- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, Aspire will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) calendar days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) calendar days prior to the determination of responsibility.

Determination of Responsibility

- The decision-maker will endeavor to issue the written determination of responsibility within ninety (90) calendar days from the receipt of the formal complaint.
 - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
 - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
 - Aspire will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
 - Identification of the allegations potentially constituting Sexual Harassment in the formal complaint;
 - A description of the procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - The findings of facts supporting the determination;
 - The conclusions about the application of Aspire's policies to the facts;
 - A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions Aspire imposes on the respondent, and
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- whether remedies designed to restore or preserve equal access to Aspire's educational program will be provided by Aspire to the complainant; and
- The procedures and permissible bases for either party to appeal the decision.

Consequences

Students or employees who engage in Sexual Harassment, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Aspire or termination of employment. The Title IX Coordinator is responsible for effective implementation of any remedies ordered by Aspire in response to a formal complaint of Sexual Harassment.

Right of Appeal

Either party may, within five (5) school days of Aspire's written decision or dismissal of a formal complaint or any allegation in the complaint, submit a written appeal to the Title IX Coordinator.

The following appeal rights and procedures will apply to formal complaints of Sexual Harassment:

- The complainant and the respondent shall have the same appeal rights and Aspire will implement appeal procedures equally for both parties.
- The decision-maker(s) for the appeal will not be the same person(s) as the Title IX Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from Aspire's dismissal of a formal complaint or any allegations therein, on the following bases:
 - Procedural irregularity that affected the outcome of the matter;
 - 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
 - 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 complainant or respondent that affected the outcome of the matter.
- Aspire will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will: 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) provide the written decision simultaneously to both parties.
- The decision-maker for the appeal will endeavor to issue their decision within forty-five (45) calendar days from the receipt of the appeal.

Recordkeeping

All records related to any investigation of complaints under this Policy are maintained in a secure location.

Aspire will maintain the following records for at least seven (7) years:

- Records of each Sexual Harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
 - Records of any appeal of a formal Sexual Harassment complaint and the results of that appeal.
 - Records of any informal resolution of a Sexual Harassment complaint and the results of that informal resolution.
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- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of Sexual Harassment.

Updates

Aspire's General Counsel or designee may update, modify, or implement this policy in a manner to comply with applicable law.



TITLE IX SEXUAL HARASSMENT COMPLAINT FORM

This form can be completed by any individual who has knowledge of sexual harassment occurring within an education program or activity of Aspire Public Schools (“Aspire”). Please complete the information below. Should you need additional space or would like to provide documentation to support the allegations in the complaint, you can attach those to this complaint form. If you have any questions, please contact Aspire’s Title IX Coordinator listed in the Title IX Policy and Grievance Procedures for Sexual Harassment.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against and their relation to Aspire (e.g., student, employee, volunteer, etc.): _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements; etc.) (Attach additional pages, if needed):

I hereby authorize Aspire to disclose the information I have provided in accordance with applicable laws in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from Aspire.

Signature of Complainant

Date: _____

Print Name

