



Agape' Schools

**TITLE IX & 504 PROCEDURE
MANUAL**

PARENTAL ADVISORY: Due to the explicit nature of the definitions of sexual harassment in Title IX, content may be inappropriate for viewing by younger students.

**AGAPE' SCHOOLS SEXUAL
HARASSMENT PROCEDURES
MANUAL**

TABLE OF CONTENTS

I. THE POLICY3

II. DEFINITIONS3

III. POLICY SCOPE.....5

IV. CONFIDENTIALITY5

V. REPORTING SEXUAL MISCONDUCT, INCLUDING SEXUAL ASSAULT AND SEXUAL HARASSMENT5

A. Employee Reporting Obligations5

B. Reporting to Law Enforcement.....5

C. Reporting to the Agape' Schools 6

D. Retaliation Prohibited6

E. Time Frames for Reporting and Response.....7

VI. PROCESS FOR RESPONDING TO REPORTS OF SEXUAL HARASSMENT.....7

A. Initial Meeting with the Complainant7

B. Formal Resolution7

C. Complainant Does Not Wish to Pursue Resolution or Requests Confidentiality..... 12

D. Advisors..... 13

E. Supportive Measures..... 13

VII. RESOURCES AND SERVICES FOR STUDENTS AND EMPLOYEES..... 13

VIII. PREVENTION, TRAINING, AND POLICY COMMUNICATION..... 14

IX. RECORDKEEPING 14

I. THE POLICY

In accordance with Title IX of the Education Amendments Act of 1972, the Agape' Schools procedure on sex discrimination, including sexual harassment, against any individual participating in any education program or activity of the Agape' Schools. This procedure on discrimination applies to students, employees, and applicants for employment. The Board has adopted procedures for any individual to report sex discrimination sexual harassment, and for the investigation and resolution of such complaints.

Any individual with questions about the Agape' Schools Title IX policy and procedures, or who would like to make a report or file a formal complaint of sex discrimination or sexual harassment may contact the Agape' Schools designated Title IX Coordinator/CEO Dr. Linda Scott, at 1313 P. Street, Fresno, Ca., 93721 (559) 486-1166 or lscott@agapeschools.org or Title IX Coordinator/Director of Human Resources Femka Washington, at 1313 P. Street Fresno, Ca., 93721 (559) 486-1166 or e-mail at fwashington@agapeschools.org.

The Agape' Schools will utilize this Policy and Procedure to respond to all claims of sex discrimination sexual harassment as defined in Section II of this policy. If the Agape' Schools determines that a report or complaint does not allege conduct within the scope of Title IX, it may still proceed to investigate or respond to that report or complaint under any other applicable Agape' Schools policy or procedure.

II. DEFINITIONS

- A. **Sexual harassment** means unwelcome behavior or conduct (physical, verbal, written, electronic) that is directed at someone because of that person's sex or gender, and that meets any of the following definitions:
1. **“Quid Pro Quo” Harassment.** Agape' Schools employee explicitly or implicitly conditions the provision of an aid, benefit, or service of the Agape' Schools on an individual's participation in unwelcome sexual conduct, **OR**
 2. **Hostile Educational/Work Environment.** 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 Agape' Schools education program or activity, **OR**
 3. **Sexual assault.** An offense that meets the definition any one of the following offenses:
 - o Rape: the penetration, no matter how slight, of the vagina or anus, with any body part or object, or oral penetration by a sex organ of another person without consent of the victim.
 - o Fondling: the touching of the private body parts of another person for the purpose of sexual gratification without consent of the victim.

- Incest: sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law; or
- Statutory rape: sexual intercourse with a person who is under the statutory age of consent; **OR**

4. **Stalking:**

- Purposefully engaging in a course of conduct directed at a specific person ("target") that would cause a reasonable person to fear bodily injury to, or the death of, the target or a member of the target's immediate family;
- when the person ("stalker") knows or should know that the target will be placed in reasonable fear of bodily injury to, or the death of, the target or a member of the target's immediate family by the course of conduct; and
- the stalker's course of conduct induces fear in the target of bodily injury to, or the death of, the target or a member of the target's immediate family; **OR**

5. **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. The existence of such a relationship shall be determined based on a consideration of:

- The length of the relationship.
 - The type of relationship.
 - The frequency of interaction between the persons involved in the relationship;
- OR**

6. **Domestic Violence:** any felony or misdemeanor crime 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 cohabiting with, or has cohabited with, the victim as a spouse or intimate partner;
- By a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Iowa; or
- By any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Iowa.

B. Consent means knowing and voluntary agreement to engage in conduct or an activity with another individual. Silence or an absence of resistance does not imply consent. Past consent to engage in conduct or an activity does not imply future consent; consent can be revoked at any time. An individual who is incapacitated (e.g., when a person is asleep, unconsciousness, under the influence of drugs or alcohol, or disability) cannot give consent. Coercion, force, or the threat of either invalidates consent. Under no circumstances can a student give consent to engage in any sexual conduct or activity with an employee of the Agape' Schools.

C. Complainant means any person who alleges that they have been subjected to sexual harassment as defined by this Policy. At the time of filing a formal complaint, a

complainant must be participating in or attempting to participate in the Agape' Schools education program or activity.

- D. **Respondent** means any person who has been reported to be the perpetrator of conduct that could constitute sexual harassment under this Policy, and over whom the Agape' Schools is able to exercise substantial control.

III. POLICY SCOPE

This Policy applies to all persons participating in the Agape' Schools education program or activity, including students and employees and applicants for employment. Under Title IX, the Agape' Schools has jurisdiction over locations, events or circumstances over which it substantially controls the Respondent and the context in which the harassment occurs. The Agape' Schools jurisdiction is limited to conduct against a person that occurs in the United States.

Any person may make a report of sexual harassment to the Agape' Schools Title IX Coordinator.

IV. CONFIDENTIALITY

Agape' Schools is committed to creating an environment that encourages individuals to come forward if they have experienced or witnessed sexual harassment. However, the Agape' Schools cannot promise absolute confidentiality to any party. Agape' Schools employees cannot promise confidentiality to any student who reports possible sexual harassment to them.

The Agape' Schools will keep confidential the identity of any individual who has made a report or complaint of sex discrimination or sexual harassment, or has been identified as the perpetrator correspondent to any such report or complaint, or is a witness to any complaint or investigation, **except** as required to carry out the purposes of this Policy (including the conduct of any complaint resolution process), applicable law, or as permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

V. REPORTING SEXUAL MISCONDUCT, INCLUDING SEXUAL ASSAULT AND SEXUAL HARASSMENT

A. Employee Reporting Obligations

Any Agape' Schools employee who witnesses or becomes aware of sexual harassment have an affirmative obligation to report immediately to the Agape' Schools Title IX Coordinator and to their building principal or immediate supervisor, using the written form located within the Employee personnel manual. Failure to do so may result in disciplinary action against the employee, up to and including termination of employment.

B. Reporting to Law Enforcement

Because sexual misconduct may constitute both a violation of Agape' Schools policy and criminal activity, individuals who have been subject to criminal sexual misconduct may wish to report

their concerns to law enforcement. An individual may proceed under this Policy whether or not they elect to report to law enforcement.

C. Reporting to the Agape' Schools

Any individual who wishes to make a report or file a formal complaint of sexual harassment may contact the Agape' Schools Title IX designated Title IX Coordinator/CEO Dr.Linda Scott, at 1313 P. Street, Fresno, Ca., 93721 (559) 486-1166 or lscott@agapeschools.org or Title IX Coordinator/Director of Human Resources Femka Washington, at 1313 P. Street Fresno, Ca., 93721 (559) 486-1166 or e-mail at fwashington@agapeschools.org.

Any individual who is subject to, witnesses, or becomes aware of alleged sexual harassment may also submit an anonymous report to the Human Resources Department and the Executive Office at 1313 P. Street Fresno, Ca., 93721.

Allegations that an employee of the Agape' Schools has engaged in sexual harassment toward a student must be immediately reported or referred to the Agape' Schools Title IX designated Title IX Coordinator. The Title IX Coordinator shall be responsible for complying with all educational code for reporting and all laws reporting requirements including with respect to reporting the alleged conduct to law enforcement or other appropriate state agencies. **Title IX Coordinator** shall work to determine how to preserve or restore the student's access to the Agape' Schools education program and activities.

D. Retaliation Prohibited

Retaliation against a person who makes a report or complaint of sexual harassment, or who assists, or participates in any manner in an investigation or resolution of a sexual harassment report or complaint is strictly prohibited. Retaliation includes threats, coercion, discrimination, intimidation, reprisals, and/or adverse actions related to employment or education. Any individual who believed they have been retaliated against in violation of this Policy should immediately contact the Agape' Schools Title IX Coordinator.

Whistleblower Policy

Agape requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted

policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

E. Time Frames for Reporting and Response

The Agape' Schools strongly encourages prompt reporting of complaints and information. While there is no time limit in invoking this Policy in responding to complaints of alleged sexual harassment, complaint should be submitted as soon as possible after the event takes place in order to maximize the Agape' Schools ability to respond promptly and equitably.

The Agape' Schools may not be able to fully investigate a formal complaint against an individual who is no longer affiliated with the Agape' Schools. Under those circumstances, the Agape' Schools will still consider whether it can offer supportive measures to the Complainant or proceed under another applicable law, policy, procedure, handbook provision, or rule.

In all cases, the Agape' Schools will conduct a prompt and equitable investigation of allegations of sexual misconduct. Generally, the Agape' Schools will attempt to complete the investigation and make a determination regarding responsibility within (30) calendar days of receipt of a formal complaint. However, the Agape' Schools may alter or extend this time with notice to both parties. The time it takes to complete the resolution of a sexual harassment complaint may vary based on the complexity of the investigation and the severity and extent of the alleged conduct, as well as on whether there is a parallel criminal investigation, or if school breaks occur during the process.

VI. PROCESS FOR RESPONDING TO REPORTS OF SEXUAL HARASSMENT

A. Initial Meeting with the Complainant

Upon receipt of any report of sexual harassment occurring in the Agape' Schools educational program or activity, the Title IX Coordinator or designee will schedule a meeting with the Complainant in order to provide the Complainant a general understanding of this Policy and to identify forms of supportive measures available to the Complainant with or without the filing of a formal complaint, and to explain the process for filing a formal complaint. The intake meeting may also involve a discussion of any specific supportive measures that may be appropriate.

At the initial intake meeting with the Complainant, the Title IX Coordinator or designee will seek to determine how the Complainant wishes to proceed. The Complainant may opt for: (1) informal resolution; (2) formal resolution; or (3) not proceeding. Supportive measures may still be offered whether or not the Complainant chooses any of these options.

If the Complainant wishes to proceed with either informal or formal resolution, a written document must be filed by the Complainant or signed by the Title IX coordinator alleging harassment against a respondent (the "formal complaint"). Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not the complainant or otherwise a party to a complaint proceeding under this Policy.

B. Formal Resolution

Upon submission of a formal complaint, Complainant may elect to pursue a formal resolution, which is described more specifically in this section.

1. Consolidation of Complaints

The Agape' Schools may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations arise out of the same facts or circumstances.

2. Required Notices

Notice of Investigation. If a Complainant elects to pursue a formal complaint, the Title IX Coordinator or designee will provide a written Notice of Investigation simultaneously to both parties notifying the parties of:

- the identities of the parties involved in the incident;
- the conduct alleged;
- the date and location of the incident;
- Respondent's entitlement to a presumption of innocence;
- The parties' rights to have an advisor of their choice at the party's expense, who may be an attorney;
- The parties' rights to review and comment on investigative evidence; and
- The effect of making materially false statements in bad faith during this process.

If, during the course of investigation, the Agape' Schools determines that additional allegations will be investigated as part of the pending complaint, the Title IX Coordinator or designee will provide written notice of the additional allegations to any identified Complainant(s) or Respondent(s).

Notice of Interviews, Hearings, or Other Meetings. The Title IX Coordinator shall provide to Complainant and Respondent a written notice of the date, time, location, participants, and purpose of any interview, hearing, or meeting with sufficient time for the party to prepare.

3. Dismissal

The Agape' Schools shall dismiss any formal complaint made under this Policy if at any time it determines that it lacks jurisdiction under Title IX because the conduct alleged in the formal complaint:

- Would not constitute sexual harassment as defined in Section II of this policy, even if proved,
- Did not occur in the Agape' Schools education program or activity; or
- Did not occur against a person in the United States.

The Agape' Schools, in its sole discretion, may dismiss any formal complaint under this Policy if at any time:

- The Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the formal complaint or any allegations;
- The Respondent is no longer enrolled in or employed by the Agape' Schools; or
- Specific circumstances exist that prevent the Agape' Schools from gathering evidence sufficient to reach a determination as to the formal complaint or allegations. Examples include, but are not limited to, a significant passage of time from the date of the allegation(s) in the complaint to the date the complaint is filed that makes investigation impracticable, or where the Complainant has stopped participating in the process.

Dismissal of a complaint from proceeding under this Policy does not preclude the Agape' Schools from offering supportive measures to any party or from proceeding under any other applicable policy, procedure, rule, or handbook provision applicable to students and/or employees of the Agape' Schools.

Upon dismissal of any formal complaint under this section, written notice of this dismissal and the reason(s) therefor will be provided simultaneously to Complainant and Respondent.

4. Investigation

The Title IX Coordinator shall designate an Investigator or other personnel to conduct an investigation into any formal complaint. The Investigator must be appropriately trained in conducting Title IX investigations, unbiased, and have no conflict of interest in the present case. The Investigator serves as a neutral factfinder, and shall interview both parties, relevant witnesses, and gather and review evidence relevant to the outcome of the complaint.

The burden of proof and the burden of gathering sufficient evidence to reach a determination of responsibility rests with the Agape' Schools and not with the parties. Both parties will have an equal opportunity to present witnesses and other evidence (both inculpatory and exculpatory) to the Investigator. Neither party will be restricted in their ability to discuss the allegations or to gather and present relevant evidence; provided, however, that such communications shall not constitute harassment or retaliation against any party other otherwise violate applicable law, rule, or regulation.

The Investigator will evaluate all relevant evidence, both inculpatory and exculpatory, and will not make credibility determinations based solely on a person's status as complainant, respondent, or witness.

The Investigator will only access, consider, disclose, or otherwise use a party's treatment records made or maintained by a health care provider, or other records protected under a legally recognized privilege, with that party's voluntary, written consent.

Prior to completion of the Investigative Report, the Investigator will provide each party with copies of any evidence obtained by the Investigator that is directly related to the allegations in the complaint. Both parties will have ten (10) calendar days to submit a written response to the evidence to the Investigator. By accepting receipt of this information, the parties and their representatives, if any, agree that the use or dissemination of evidence for any purpose other than

those directly related to the parties' participation in the Title IX grievance process is prohibited and may result in appropriate discipline in accordance with Agape' Schools policy.

5. Investigative Report

After conducting the investigation, the Investigator will complete an investigative report that summarizes all relevant evidence, including statements and interviews with the parties and any witnesses, and any documents, records, photographs, recordings, or other evidence obtained by the investigator.

The investigative report will be distributed simultaneously to both of the parties at least ten (10) calendar days prior to a Determination of Responsibility being made.

6. Determination of Responsibility

The Decision-Maker is responsible for determining whether the conduct alleged in the complaint constitutes a violation of this Policy and any other applicable Agape' Schools policies, procedures, handbook provisions, or rules. The Decision-Maker shall be the Board's legal representation other than the Board President. The Decision-Maker shall not be the Title IX Coordinator or Investigator, and must be impartial and unbiased, have no conflict of interest in the particular case, and have training required by Title IX and this policy.

After receipt of the investigative report and prior to reaching a decision, each party shall be permitted submit to the Decision-Maker relevant questions to be asked of the other party and/or any witnesses, including those challenging the credibility of the party or witness. The Decision-Maker shall review the questions with the party or witness to whom the questions are directed, but shall not ask any questions that are irrelevant or improperly inquire about the Complainant's sexual predisposition or past sexual conduct (other than where the incidents occurred between the Complainant and Respondent and are asked for purposes of demonstrating consent, where applicable). The Decision-Maker will provide a written explanation to the party of why any question was excluded. The Decision-Maker shall provide the responses of the party or witness in writing to both parties. The parties shall be provided with an opportunity for limited additional follow-up questioning.

If any party or witness does not cooperate with responding to these questions, the Decision-Maker will not rely on any statement of that party or witness in reaching a determination of responsibility. The Decision-maker cannot draw an inference about responsibility based solely on a party's or witness's refusal to answer questions.

7. Standard of Proof and Determination

The determination of whether or not a violation of this Policy occurred will be made on the preponderance of the evidence, or whether it is more likely than not that the Respondent violated this Policy.

8. Sanction

Sanctions and remedies will be determined on a case-by-case basis by the Board of Directors, where authorized to do so. Where applicable federal or state law, Board policy, contract, handbook provision, or other rule gives authority for issuing of a particular sanction to a different Agape' Schools decision-making body (e.g., school board, IEP team) the Board of Directors representative Attorney will recommend sanctions to that decision-making body or official, or the Board for further action.

Sanctions may include, but are not limited to required training, a written warning, suspension or expulsion of a student, or suspension or termination of an employee's employment with the Agape' Schools. The Decision-Maker may impose or recommend any sanction that it finds to be fair and proportionate to the violation and in accordance with Board Policy.

Remedies may include, but are not limited to, offers of counseling, training, changes or modifications to class or work schedules or assignments, provision of additional supervision, and other actions as deemed appropriate under the circumstances present in the case. The Title IX Coordinator shall be responsible for implementing any proposed remedies.

9. Written Determination Regarding Responsibility

The Decision-Maker will issue a written determination regarding responsibility, which shall be determined by a preponderance of the evidence. The written determination will include:

- Identification of the allegations.
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including notifications to the parties, interviews, site visits, methods used to gather other evidence, and hearings held (if applicable);
- Findings of fact.
- Conclusions regarding the application of this Policy and any other relevant Agape' Schools policy, procedure, handbook provision, or rule to the facts.
- A statement of and rationale for the Decision-Maker(s) determination regarding responsibility for each allegation.
- A statement of and rationale for any disciplinary sanctions that will be imposed on Respondent, if applicable.
- A statement of and rationale for any remedies the Agape' Schools will provide to restore or preserve Complainant's access to the Agape' Schools educational program or activity, if applicable; and
- A statement of the Agape' Schools appeal policy and procedures.

The Decision-Maker will provide the written determination to the parties simultaneously. The written determination shall be final, subject to the parties' right to appeal in Section 10, below.

10. Appeals

Within five (5) calendar days of delivery of the written determination to them, either party may appeal the dismissal of a formal complaint, or the Decision-Maker's written determination and/or any sanction imposed by the Board of Directors to the CEO or her/his designee. Such appeals will be in writing and will be delivered to the CEO or her/his designee. The CEO or her/his designee will determine if the written determination will be stayed pending the outcome of the appellate decision. Appeals will be limited to any of the following bases:

- A procedural irregularity that affected the outcome of the matter.
- New evidence that was not reasonably available at the time the written determination was issued that could affect the outcome of the matter; or
- The Title IX Coordinator, Investigator(s), or Decision-Maker(s) had a conflict of interest or bias that affected the outcome of the matter.

The CEO or her/his designee will notify both parties in writing if an appeal is received alleging one of the bases for appeal above. Both parties will be given an opportunity to submit a written statement in support of, or challenging, the written determination. The parties' written statements must be submitted within five (5) calendar days of notice of the appeal.

Except as required to explain the basis of new information, an appeal will be limited to a review of the written record of the investigation, the written determination, and the parties' written statements on appeal.

The CEO or her/his designee may affirm, reverse, or modify the written determination and/or sanctions imposed, or may remand to the Investigator or Decision-Maker for further action. A written appeal decision will be issued simultaneously to the parties describing the result of the appeal and the rationale therefor. The written appeal decision of the CEO or her/his designee is the final decision of the Agape' Schools, and no further appeals are permitted under this Policy.

C. Complainant Does Not Wish to Pursue Resolution or Requests Confidentiality

If the Complainant does not wish to pursue formal or informal resolution and/or requests that his or her report remain confidential, the Title IX Coordinator or designee will inform the Complainant that the Agape' Schools ability to respond to the alleged sexual harassment may be limited. The Title IX Coordinator or designee may weigh the Complainant's request against the following factors:

- The seriousness of the alleged sexual misconduct,
- Whether there have been other complainants of sexual misconduct against the same Respondent, and
- The Respondent's right to receive information about the allegations, including the name of the complainant.

The Title IX Coordinator will only initiate a formal complaint under these procedures against the wishes of the Complainant where required by federal or state law, regulation, or rule, or where doing so is not clearly unreasonable based on known circumstances, based on the potential impact to the Agape' Schools community if the allegations were true.

D. Complainant Does Not Wish to Pursue Resolution or Requests Confidentiality

If the Complainant does not wish to pursue formal or informal resolution and/or requests that his or her report remain confidential, the Title IX Coordinator or designee will inform the Complainant that the Agape' Schools ability to respond to the alleged sexual harassment may be limited. The Title IX Coordinator or designee may weigh the Complainant's request against the following factors:

- The seriousness of the alleged sexual misconduct,
- Whether there have been other complainants of sexual misconduct against the same Respondent, and
- The Respondent's right to receive information about the allegations, including the name of the complainant.

The Title IX Coordinator will only initiate a formal complaint under these procedures against the wishes of the Complainant where required by federal or state law, regulation, or rule, or where doing so is not clearly unreasonable based on known circumstances, based on the potential impact to the Agape' Schools community if the allegations were true.

The Title IX Coordinator or designee will inform the Complainant if the Agape' Schools cannot ensure confidentiality. Even if the Agape' Schools cannot take disciplinary action against the Respondent because the Complainant insists on confidentiality or that the complaint not be resolved, the Agape' Schools reserves the authority to implement supportive measures or other appropriate actions to promote a safe learning environment for the complainant and/or the entire Agape' Schools community.

E. Advisors

Complainants and Respondents have equivalent rights to be accompanied at any stage of the process by an advisor of their choice, who may be a parent or guardian, union representative (where applicable), other support person, or an attorney at the party's sole expense. Advisors may not answer questions on behalf of any party or otherwise participate in any interview or meeting, other than to confer with the party they are supporting/representing.

F. Supportive Measures

The Agape' Schools may implement supportive measures to preserve or restore the Complainant's access to the Agape' Schools education program or activity. Supportive measures will be individualized, provided at no cost to the parties, and are non-disciplinary in nature.

Supportive measures may include, but are not limited to:

- Counseling,
- Extension of deadlines or other course-related adjustments,
- Modifications of work or class schedules,
- Mutual restrictions on contact between the parties,
- Leaves of absence,
- Increased security and monitoring,
- Increased supervision and/or escort services, and/or
- Other similar measures.

The Agape' Schools may temporarily remove a student accused of violation this policy on an emergency basis, following an individualized safety and risk analysis that finds an immediate threat to the physical safety of any individual. Any student so removed will be provided with notice and an opportunity to challenge this action immediately following the removal, and any other rights conferred by law. Emergency removals must be consistent with other applicable laws. The Agape' Schools, in its sole discretion, may place an employee accused of violating this policy on administrative leave pending the outcome of the informal or formal complaint process.

VII. RESOURCES AND SERVICES FOR STUDENTS AND EMPLOYEES

The resources available to individuals regardless of whether or not they choose to report a violation of this Policy to the Agape' Schools or local law enforcement. Any person may obtain information about services and supports offered to students and employees by contacting the Agape' Schools Title IX Coordinator.

A. Advisors

Complainants and Respondents have equivalent rights to be accompanied at any stage of the process by an advisor of their choice, who may be a parent or guardian, union representative (where applicable), other support person, or an attorney at the party's sole expense. Advisors may not answer questions on behalf of any party or otherwise participate in any interview or meeting, other than to confer with the party they are supporting/representing.

B. Supportive Measures

The Agape' Schools may implement supportive measures to preserve or restore the Complainant's access to the Agape' Schools education program or activity. Supportive measures will be individualized, provided at no cost to the parties, and are non-disciplinary in nature.

Supportive measures may include, but are not limited to:

- Counseling,
- Extension of deadlines or other course-related adjustments,
- Modifications of work or class schedules,
- Mutual restrictions on contact between the parties,
- Leaves of absence,
- Increased security and monitoring,
- Increased supervision and/or escort services, and/or
- Other similar measures.

The Agape' Schools may temporarily remove a student accused of violation this policy on an emergency basis, following an individualized safety and risk analysis that finds an immediate threat to the physical safety of any individual. Any student so removed will be provided with notice and an opportunity to challenge this action immediately following the removal, and any other rights conferred by law. Emergency removals must be consistent with other applicable laws. The Agape' Schools, in its sole discretion, may place an employee accused of violating this policy on administrative leave pending the outcome of the informal or formal complaint process.

VIII. RESOURCES AND SERVICES FOR STUDENTS AND EMPLOYEES

There resources available to individuals regardless of whether or not they choose to report a violation of this Policy to the Agape' Schools or local law enforcement. Any person may obtain information about services and supports offered to students and employees by contacting theAgape' Schools Title IX Coordinator.

A Complainant may choose to file a complaint with the state and federal agencies listed below.

California
Office for Civil Rights,
San Francisco Office
U.S. Department of
Education
50 United Nations Plaza
San Francisco, CA 94102
Telephone: (415) 486-5555
Facsimile: (415) 486-5570
[email:](mailto:OCR.SanFrancisco@ed.gov)
OCR.SanFrancisco@ed.gov

Equal Employment
Opportunity Commission
(EEOC)
2500 Tulare St, Fresno, CA
93721
Phone: (800) 669-4000
TTY: Deaf/Hard of Hearing
callers: 1-800-669-6820
Web: info@eeoc.gov

Fresno Civil Rights
Commission (FCRC)
PO Box 1912, Fresno, CA
93718-9888
Attention: 5KBB
Toll free: (800) 457-4416
Phone: Civil Rights (559) 600-
2996
Appeals Help Line (559) 600-
6212 Web:
<https://www.co.fresno.ca.us>

IX. PREVENTION, TRAINING, AND POLICY COMMUNICATION

The Agape' Schools is committed to education, communication, and training of students and employees in order to prevent sexual harassment and to assure an appropriate response when incidents occur. The Agape' Schools will provide information to students and employees staff on:

- The definitions of sexual harassment.
- Agape' Schools procedures for responding to incidents of sexual harassment; and
- Employee obligation to report any sexual harassment of which the employee becomes aware.

The Agape' Schools will also ensure that individuals who serve as Title IX Coordinators, Title IX Investigators, Decision-Makers, Appeal Decision-Makers, and facilitators of the informal resolution process have adequate training as required by Title IX.

X. RECORDKEEPING

The Agape' Schools will maintain the following records for seven years:

- Each sexual harassment investigation, including determinations, audio or video recordings, disciplinary sanctions, and any remedies provided to the Complainant.
- Any appeal and the result therefrom.
- Any informal resolution; and
- Materials used by the Agape' Schools to train Title IX Coordinators, investigators, decision-makers, and those who facilitate informal resolution under this Policy.

Additionally, Agape' Schools will create and maintain for seven years:

- Any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment.
- Documentation of the basis for the Agape' Schools conclusion that its response to any such report or complaint was not deliberately indifferent.
- Documentation that the Agape' Schools has taken measures designed to restore or preserve access to the Agape' Schools educational program or activity.
- Where no supportive measures are provided to Complainant, documentation of why it was not clearly unreasonable to do so.

NOTICE OF NON-DISCRIMINATION STATEMENT:

Agape' prohibits discrimination, intimidation, harassment (including sexual harassment) or bullying based on a person's actual or perceived ancestry, color, disability, ethnicity, gender, gender expression, gender identity, immigration status, marital status, national origin, parental status, pregnancy status, race, sex, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics. For questions or complaints, contact:

Equity Compliance Officer: Dr. Linda Scott, CEO, 1313 P. Street Fresno, Ca., 93721, (559) 486-1166, lscott@agapeschools.org. Title IX Coordinator: Dr. Linda Scott, CEO, 1313 P. Street Fresno, Ca., 93721, (559) 486-1166, lscott@agapeschools.org. Title IX Coordinator: Femka Washington, Director of Human Resources 1313 P. Street Fresno, Ca., 93721, (559) 486-1166 fwashington@agapeschools.org.

Section 504 Coordinator: John M. Razo, Education Coordinator, W.E.B. DuBois Public Charter School, 2604 MLK BLVD Fresno, Ca., 93706, (559) 237-4100, jmrazo@agapeschools.org .
Section 504 Coordinator: Kristina Montalvo, Education Coordinator, Carter G. Woodson Multimedia Public Charter School, 4880 N. First Street Fresno, Ca., 93726, (559) 226-1072 and Carter G. Woodson Public Charter School 3333 N. Bond Fresno, Ca., 93726 (559) 229-3529 kmontalvo@agapeschools.org

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT:

Agape' is an equal opportunity employer, in accordance with anti-discrimination law. Agape' prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, national origin, disability status, genetic information, protected veteran status, or any other characteristic protected by law. Agape' conforms to the spirit as well as to the letter of all applicable laws and regulations.