By continuing to view this document, you agree to the following Terms and Conditions of Use.

Institutional Compliance Solutions

Terms and Conditions of Use - Accessing Title IX Training Materials

Please read these Terms and Conditions of Use ("TOU") carefully. You must agree to these TOU before you are permitted to access any Institutional Compliance Solutions' digital or downloadable training materials or resources that have been posted in compliance with Title IX. **If you do not agree with these TOU, you may not view or access the Content (defined below).** As used in these TOU, the term "**Releasees**" is defined to include Courtney Bullard d/b/a Institutional Compliance Solutions and ICS, its affiliated companies, owners, past and present employees, contractors, agents, coaches, representatives, successors and assigns (collectively "**the Company**", "we" or "us") and any Company volunteers.

1. Intellectual Property Rights

- **Ownership of the Content:** The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property related to Title IX training, as well as the look and feel of all of the foregoing ("**the Content**") is property of the Company and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.
- **The Company's Limited License to You:** If you view or access any of the Content, you will be considered our Licensee. For the avoidance of doubt, you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only. *This means you may view the Content only to the extent necessary to comply with Title IX.* You may not otherwise republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, or any other third party, or otherwise use any of the Content for commercial purposes or in any way that earns you or any third party money. By accessing the Content you in no way assume any ownership rights of the Content - it is still Company property. Any unauthorized use of any materials found in the Content shall constitute infringement. You must receive our written permission before using any of the Content for your own commercial use or before sharing with others. The trademarks and logos displayed on the Content are trademarks belonging to the Company, unless otherwise indicated. Any use including framing, metatags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our written permission. All rights not expressly granted in these terms or any express written license are reserved by us.
- **Unauthorized Use:** Your use of any materials found in the Content other than that expressly authorized in this agreement, or by a separate written assignment, is not permitted ("Unauthorized Use"). You agree to pay liquidated damages of $5,000,

NOT FOR DISTRIBUTION

©Institutional Compliance Solutions 2020 All Rights Reserved

in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use. You agree that any violation or threatened violation of the Intellectual Property Rights terms in this Agreement would cause irreparable injury to us that may not be adequately compensated by damages, entitling us to obtain injunctive relief, without bond, in addition to all legal remedies.

- **Request for Permission to Use the Content:** If you wish to use any of the Content, or any other intellectual property or property belonging to us, you should request permission in writing BEFORE you use the Content by completing the "Contact" form on the Company's website. If you are granted permission by the Company, you agree to use the specific Content that the Company allows and only in the ways for which the Company has given you its written permission. If you choose to use the Content in ways that the Company does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in the Content.

2. Release and Disclaimers

- You release, covenant not to sue, and hold Releasees harmless for any and all liability to you, your personal representatives, assigns, heirs and next of kin, for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your (or your minor child's/ward's) access of the Content, whether or not caused by the active or passive negligence of the Releasees.
- The Content provides information and education only, and does not provide any financial, legal, medical or psychological services or advice. The Content is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You should consult with a professional if you have specific questions about your own unique situation. The Company disclaims any liability for your reliance on any opinions or advice contained in the Content.
- Any links to third-party products, services, or sites are subject to separate terms and conditions. The Company is not responsible for or liable for any content on or actions taken by such third-party company or website. Although the Company may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.
- THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY

NOT FOR DISTRIBUTION

©Institutional Compliance Solutions 2020 All Rights Reserved

DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE CONTENT.

3. General

- These TOU shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to its conflict of laws principles. The state and federal court nearest to Chattanooga, Tennessee shall have exclusive jurisdiction over any case or controversy arising from or relating to the Content, including but not limited to the Company's Privacy Policy or these TOU. By accessing the Content, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens. The prevailing party in any dispute between the parties arising out of or related to these TOU, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party. You expressly agree that these TOU are intended to be as broad and inclusive as permitted by the law of the State of Tennessee, and that if any portion is held invalid, it is agreed that it will be severed and the balance shall continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees. This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations. The Company may change, modify or update these TOU at any time. Any access or use of the Content by you after the Company publicly posts or distributes such changes shall constitute consent of such modifications. If you have any questions or concerns about these TOU contact info@icslawyer.com.

NOT FOR DISTRIBUTION

©Institutional Compliance Solutions 2020 All Rights Reserved

ICS
INSTITUTIONAL COMPLIANCE SOLUTIONS

SLIDE #1
Title IX 101

SLIDE #2
Introduction, Overview and Title IX law and process

SLIDE #3
Introduction
Courtney Bullard
Creator, Title IX U
Education Law Attorney
Founder, ICS

SLIDE #4
Disclaimers Not legal advice
Introductory module to provide an overview of Title IX and institution's obligations under Title IX

SLIDE #5
Title IX
"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."

SLIDE #6
TITLE IX IS:
Federal law
Enforced by the Office for
Civil Rights (OCR)
Prohibits discrimination based on sex
Historically viewed as requiring gender-equity in athletics

NOT FOR DISTRIBUTION

©Institutional Compliance Solutions 2020 All Rights Reserved

ICS
INSTITUTIONAL COMPLIANCE SOLUTIONS

SLIDE #7
What It Is Not

Title IX Conduct – What It Is/What It Isn't	
Is or May be Title IX	**Is NOT Title IX**
• Discrimination based on gender	• Disability discrimination (ADA)
• Sexual Harassment	• Employment discrimination based on race, religion, or national origin (Title VII) – note overlap with sex
• Pregnancy discrimination	
• Retaliation	• Student discrimination based on race, religion, or national origin (Title VI)
• Bullying/Cyber-Bullying when it involves sexual misconduct	• Age discrimination (ADEA)
• Hazing when it involves sexual misconduct	

SLIDE #8
What Informs Compliance Obligations?
New Regulations
OCR guidance/Resolution Agreements
State Laws/Court Cases - Federal And State

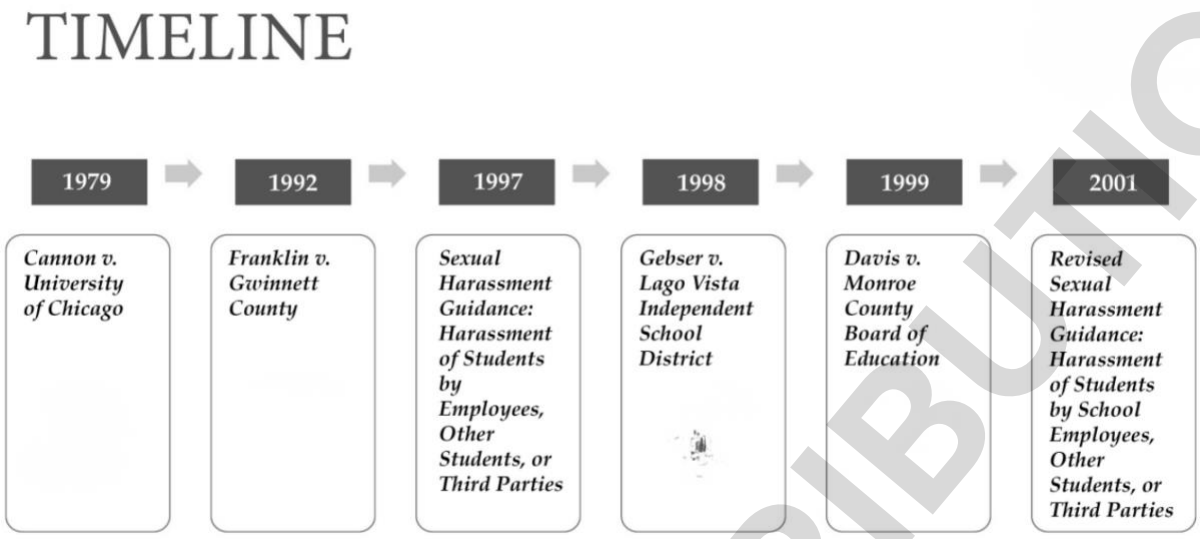
SLIDE #9
Quick Legal Primer
Laws
Rules
Regulations
Guidance

SLIDE #10
Recent Guidance
2001 revised sexual harassment guidance
2011 dear colleague letter archived
2014 Q&A for Title IX and sexual violence archived
2015 Q&A for Title IX coordinators
2017 Q&A new in 2017
2020 Title IX regulations

NOT FOR DISTRIBUTION

©Institutional Compliance Solutions 2020 All Rights Reserved

SLIDE #11



SLIDE #12
Administrative Enforcement vs. Private Litigation For Monetary Damages
OCR sets forth administrative enforcement standards for investigating institutions under title ix. as part of these investigations, OCR does not provide for monetary damages like you see in court cases, rather OCR puts forth regulatory guidance or "sub-regulations". These federal regulations cannot change existing legislation, but rather informs how legislation is interpreted or enforced.

SLIDE #13
Options
OCR
Lawsuit

SLIDE #14
May 6, 2020
The Day Everything Changed

SLIDE #15
Title IX
"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."

SLIDE #16
Sexual Harassment
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

NOT FOR DISTRIBUTION

©Institutional Compliance Solutions 2020 All Rights Reserved

ICS INSTITUTIONAL COMPLIANCE SOLUTIONS

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," "Dating Violence," "Domestic Violence" or "Stalking" as defined in the Clery Act.

SLIDE #17
Sexual Assault
Sexual Assault: An offense that meets the definition of rape, fondling, incest or statutory rape as used in the FBI's Crime Reporting system.
A sex offense is any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.
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 the consent of the victim.
Fondling: The 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 his/her age or because of his/her temporary or permanent mental incapacity.
Incest: Sexual intercourse between persons who are related to eachother within the degrees wherein marriage is prohibited by law.
Statutory Rape: Sexual intercourse with a person who is under the statutory age of consent.

SLIDE #18
Dating Violence
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 based upon the reporting party' s statement with consideration of the following factors:
(i) The length of the relationship
(ii) The type of relationship
(iii) The frequency of interaction between the persons involved in the relationship.
Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.

SLIDE #19
Domestic Violence
Domestic Violence: A 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 cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;
by a person similarly situated to a spouse of the victim under the

NOT FOR DISTRIBUTION

©Institutional Compliance Solutions 2020 All Rights Reserved

domestic or family violence laws of the jurisdiction in which the crime of violence occurred; 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 jurisdiction in which the crime of violence occurred.

SLIDE #20
Stalking
Stalking: engaging in a course of conduct directed at a specific person that would cause reasonable person to:
specific person that would cause a reasonable person to
(1) Fear for the person' s safety or the safety of others; or
(2) Suffer substantial emotional distress.
For purposes of this definition:
Cause of conduct means two or more Acts including but not limited to acts in which the stalker directly, and directly, or through third Parties By any action method device, or means follows, monitors, observes, surveils, threatens, or communicates to or about, a person, or interferes with a person' s property.
Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling .
Reasonable person means a reasonable person under similar circumstances and with similar identities to the victim .

SLIDE #21
Title IX
"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."

SLIDE #22
SEXUAL HARASSMENT + EDUCATION PROGRAM OR ACTIVITY = FORMAL TITLE IX PROCESS

SLIDE #23
Title IX Applies to...faculty, staff, students, and conduct on and off campus

SLIDE #24
Sexual Harassment
May also include actions motivated by gender or sex, such as:
Bullying
Hazing
Vandalism
Arson
Program Equity Decisions, such as:
Admission
Athletics or Club Participation

NOT FOR DISTRIBUTION

©Institutional Compliance Solutions 2020 All Rights Reserved

Hiring
Firing
Promotion, etc.

SLIDE #25
WHAT ABOUT NON TITLE IX SEXUAL MISCONDUCT
Not education program/activity "harassment"

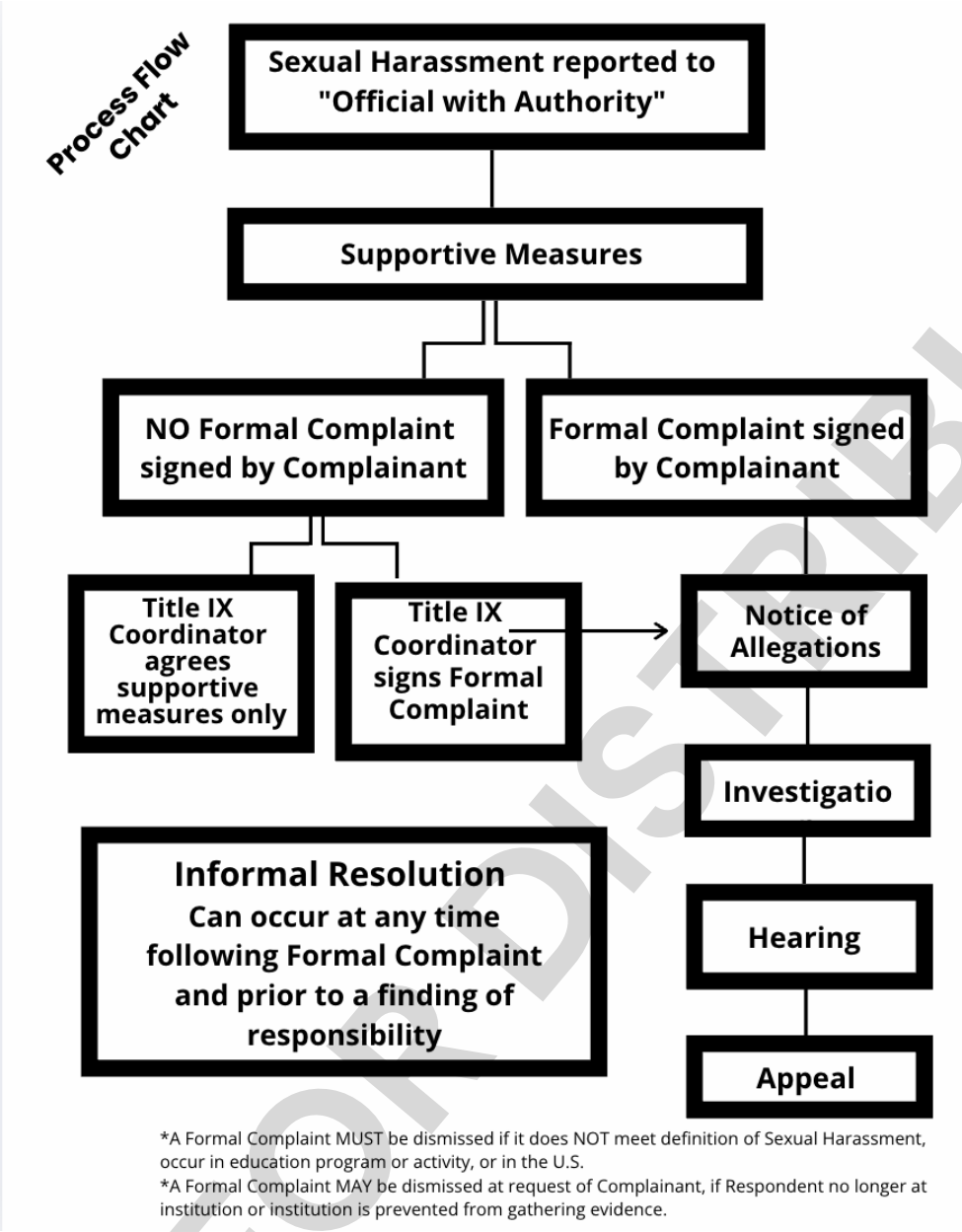
SLIDE #26
Important Terms
Complainant: individual who is alleged to be the victim of conduct that could constitute sexual harassment
Respondent: Individual who has been reported to be the perpetrator that could constitute sexual harassment

NOT FOR DISTRIBUTION

©Institutional Compliance Solutions 2020 All Rights Reserved

ICS
INSTITUTIONAL COMPLIANCE SOLUTIONS

SLIDE #27



SLIDE #28
Title IX Coordinator
Coordination of Compliance Efforts

SLIDE #29
Title IX Team
Title IX coordinator
Investigator
Decision maker
Appellate member

©Institutional Compliance Solutions 2020 All Rights Reserved

NOT FOR DISTRIBUTION

Informal resolution facilitators
Advisors
Specific roles
Discretion of Institution
No conflicts of interest

SLIDE #30
Supportive Measures
Defined term: individualized Services provided to a complainant or respondent that are non-punitive, non-disciplinary, and do not unreasonably burden the other party yet are designed to restore or preserve a person's equal access to education

SLIDE #31
Picture of apples and oranges

SLIDE #32
Institution Process vs. Law Enforcement

SLIDE #33
Questions?
We are here for you! (info@titleixu.com)
Contact your Title IX Coordinator

NOT FOR DISTRIBUTION

ICS is committed to digital accessibility and is actively enhancing all training materials to meet WCAG standards.

©Institutional Compliance Solutions 2020 All Rights Reserved