**PERKINS SCHOOL FOR THE BLIND**

**TITLE IX POLICY AND PROCESS**

1. **Title IX Compliance Statement**

Perkins School for the Blind (“Perkins” or the “School”) strives to adhere to all federal and state civil rights laws barring discrimination, including, but not limited to Title IX of the Education Amendments of 1972.

Perkins is committed not only to compliance with these mandates, but to promoting a culture that is in line with the values these civil rights laws envision. Title IX of the Education Amendments of 1972 prohibits discrimination based on sex in educational programs and activities in the United States and Perkins has developed policies and procedures that prohibit such sex discrimination in all of its forms.

1. **Applicability and Scope**
	1. **Scope**

Title IX prohibits Sexual Harassment, including Sexual Assault, Dating Violence, Domestic Violence, and Stalking, all as defined below in accordance with the regulations promulgated under Title IX, if that conduct occurs in the United States and within Perkins’ Programs or Activities (defined below) (collectively, “Title IX Harassment”).

This policy applies to all members of the Perkins community, including teachers and staff, students, recognized groups, and anyone who is attempting to participate in Perkins’ Programs or Activities. This Policy also applies to alleged Title IX Harassment by third parties when their conduct is directed toward or otherwise affects or may affect Perkins’ community members participating in the Perkins’ Programs or Activities, though the ability of Perkins to respond to third-party conduct may be limited by Perkins’s relationship with the third party.

In most cases, attempts to engage in conduct prohibited by this policy will be treated as instances of Title IX Harassment under this policy.

If alleged conduct that falls within the scope of this policy (and any conduct arising out of the same facts and circumstances) would also violate other Perkins policies, Perkins may elect to address all the conduct under the procedures set forth in this policy or may elect to address that conduct under the other applicable policy or policies, provided, however, that Perkins may not discipline a student or employee for conduct that may constitute Title IX Harassment before that conduct is addressed under the grievance procedures or informal resolution process described in this policy.

* 1. **Definitions**

For the purposes of this policy, the following terms have the meanings given to them below. Some of these terms may have different meanings in other contexts, such as criminal statutes and other Perkins policies, and conduct may fit within more than one definition below.

**Conduct that does not meet definitions of this policy may be adjudicated under the Perkins Sexual Misconduct Policy.**

1. **Title IX Harassment** means conduct on the basis of sex that satisfies one or more of the following:
	* 1. 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;
		2. 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;
		3. **Sexual Assault**, which is defined as any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent;
		4. **Dating Violence**, which is defined as violence committed by a person—
			1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
			2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
				1. The length of the relationship.
				2. The type of relationship.
				3. The frequency of interaction between the persons involved in the relationship.
		5. **Domestic Violence**, which 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 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 domestic or family violence laws of the Commonwealth of Massachusetts, 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 Commonwealth of Massachusetts.
		6. **Stalking**, which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
			1. fear for his or her safety or the safety of others; or
			2. suffer substantial emotional distress.
2. **Consent** is the clear and voluntary agreement to engage in specific acts of sexual contact or activity, communicated through mutually understandable words or actions. Consent is always freely informed and actively given. Silence or lack of resistance cannot be assumed to imply consent. Consent must be ongoing, and it may be withdrawn at any time. Consent for one sexual act does not imply consent for any subsequent sexual activity. If confusion or ambiguity arises during a sexual interaction, it is imperative that the behavior stop and the person initiating the activity has the other person’s consent to continue. Consent may never be obtained:
	* from an individual who is incapacitated;
	* through the use of coercion or force;
	* from a person who is under the legal age to give consent (16 years of age in Massachusetts);

Definitions of incapacitation, coercion and force include:

1. **Incapacitation** is the inability to make informed, rational judgments and decisions. Without exception, a person who is asleep or unconscious is incapacitated. A person can also become incapacitated through the use of alcohol or drugs. If alcohol or drugs are involved, incapacitation may be assessed by evaluating how the substance has affected a person’s decision-making capacity, awareness, ability to make informed judgments, capacity to appreciate the nature and quality of the act, and the person’s level of consciousness. The impact of alcohol and drugs varies from person to person; however, warning signs of possible incapacitation include slurred speech or word confusion, unsteady gait, impaired coordination, inability to perform personal tasks such as undressing, inability to maintain eye contact, disorientation or confusion about time and place, combativeness, vomiting, and emotional volatility. A person who is incapacitated may not be able to understand some or all of the following questions: Do you know where you are? Do you know how you got here? Do you know what is happening? Do you know whom you are with? If incapacitation of the complainant is in question, the School will consider whether the respondent knew, or whether a sober person in the Respondent’s position reasonably should have known under the circumstances, that the complainant was incapacitated. A respondent’s intoxication or incapacitation will not excuse the respondent from the obligation to obtain consent as described in this policy.
2. **Coercion** is verbal or physical conduct, including manipulation, intimidation, isolation, confinement, undue pressure, and express or implied threats of physical, emotional or other harm, that would reasonably place an individual in fear of harm and that is used to compel someone to engage in sexual activity.
3. **Force** is the use or threat of physical violence or intimidation to overcome an individual’s freedom to choose whether to engage in sexual activity.
4. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. A complainant must be participating in or attempting to participate in a Program or Activity at Perkins at the time the complaint is filed.
5. **Respondent** means an individual who has been accused of conduct that could constitute Sexual Harassment.
6. **Program or Activity** includes locations, events, or circumstances over which Perkins exercises substantial control over both the respondent and the context in which the Sexual Harassment occurs, including any building owned or controlled by a student organization that is officially recognized by Perkins. Program or Activity broadly includes all operations of Perkins in the United States including “any academic, extracurricular, research, occupations training, or other education program or activity operated” by Perkins. Program or Activity additionally includes computer and internet networks, digital platforms, and computer hardware or software owned or operated by, or used in the operations of, Perkins.
7. **Reporting Options and Confidentiality**

Disclosure to Perkins

If Perkins is notified, the Title IX Coordinator will promptly contact the Complainant to discuss the availability of supportive measures (defined below), 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.

Reporting Options

Our Title IX Coordinator is Michele Crews, Director of Human Resources, 175 North Beacon Street, Watertown, MA 02472 and can be contacted at (617) 972-7671 and Michele.crews@perkins.org.

Requests for Confidentiality

Pursuant to Department of Education Regulations, a Complainant may remain anonymous for the purposes of receiving Supportive Measures (defined below). However, upon the filing of a formal complaint alleging sexual harassment triggering a grievance process (described below), the process must commence with both parties receiving written notice of the pertinent details of the incident under investigation, which will include the identity of the Complainant, if known.

1. **Supportive Measures, Student with Disabilities, and Emergency Removal**

**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 or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the Perkins’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient’s educational environment, or deter sexual harassment. Supportive measures may include 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 or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Perkins will maintain as confidential any supportive measures provided to the Complainant or Respondent, to the extent that maintaining such confidentiality would not impair Perkins’s ability to provide the supportive measures. The Title IX Coordinator or their deputy are responsible for coordinating the effective implementation of supportive measures.

**Students with Disabilities.** Given our student population, any sexual violence towards any of our students may require additional assistance and support. Any sexual conduct may also fall under other federal civil rights laws (Rehabilitation Act of 1973- Section 504 and Title II of the American Disabilities Act of 1990). We will work with our students to help them better understand our sexual violence, harassment, and discrimination prevention policies and procedures. If a student does experience sexual violence, we will report to the appropriate protective service agencies as needed, and we will provide supports and assistance.

**Emergency Removal.** Perkins at all times retains the authority to remove a Respondent from Perkins or the School’s Program or Activity on an emergency basis when it has been determined that the Respondent poses an immediate threat to the physical health or safety of any individual (including the Respondent) arising from the allegations of Title IX Harassment, including threats of physical self-harm. An emergency removal is not limited to cases involving an alleged Sexual Assault, but may also be warranted in matters arising from alleged Sexual Harassment, including verbal harassment. Nothing in this policy shall be deemed to limit the School’s ability to remove a student on an emergency basis under other applicable Perkins policies.

If at any time before or after a Formal Complaint is filed, the Title IX Coordinator believes that a physical health or safety issue may exist, the Director or designee will conduct a prompt individualized safety and risk analysis, in consultation with other appropriate administrators. This individualized analysis will consider the particular Respondent and the specific circumstances, and the finding will be based on whether (1) there is an immediate threat justifying an emergency removal; (2) the threat is to the physical health or safety of one or more individuals; and (3) the emergency situation specifically arises from the allegations of Title IX Harassment. In performing this analysis, the Perkins will consider the applicability of disability laws and the appropriateness of other Supportive Measures in lieu of removal.

Perkins will provide the Respondent with notice and an opportunity to appeal an emergency removal decision immediately following the removal.

A decision to remove a Respondent from the School’s Program or Activity on an emergency basis is not a determination of a Respondent’s responsibility with respect to the allegations of Title IX Harassment and will not have bearing on the resolution of a Formal Complaint. No employee of Perkins who is involved in performing the safety and risk analysis or who hears any appeal of a removal decision may serve as an Investigator, Decision-Maker, or Advisor (all as defined below) in connection with a Formal Complaint arising out of the same allegations.

***Administrative Leave of Employees***. After a Formal Complaint has been filed, Perkins retains the authority to place teacher and staff Respondents on administrative leave during the process of investigating and adjudicating the Complaint. If a Respondent is both a student and an employee of Perkins, the Respondent’s removal from campus will be addressed under the procedures for emergency removal above.

1. **Filing a Formal Complaint**

A **Formal Complaint** is a document filed and physically or digitally signed by a Complainant (or otherwise showing that the Complainant is the one filing the document), or signed by the Title IX Coordinator, alleging sexual harassment against a Respondent and requesting that the recipient investigate the allegation of sexual harassment. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, to the Title IX Coordinator, Michele Crews,  Michele.crews@perkins.org.Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party.

Once a Formal Complaint is filed, the Title IX Coordinator will discuss with a Complainant their options to (a) request an informal resolution process; or (b) proceed with a formal grievance process.

**Dismissal of Formal Complaint**. If the conduct alleged in a formal complaint would not constitute Sexual Harassment even if proved; did not occur in Perkins’s Programs or Activities; or did not occur in the United States, Perkins must dismiss the Formal Complaint for purposes of sexual harassment under Title IX. **Conduct that is so dismissed may be adjudicated under the Perkins Sexual Misconduct Policy.**

In addition, Perkins may dismiss a Formal Complaint if, at any time during the investigation:

* the Complainant notified the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein;
* the Respondent in no longer enrolled or employed by Perkins; or
* specific circumstances prevent Perkins from gathering evidence sufficient to reach a determination as to the formal complaint or any allegations therein.
1. **Informal Resolution**

A complainant who files a Formal Complaint may elect, at any time, to address the matter through the Institution’s Informal Resolution Process. All Parties to a Formal Complaint must agree to enter the Informal Resolution Process through an informed written consent. The Informal Resolution Process is not permitted in cases where an employee is the Respondent and a student is the Complainant.

1. **Formal Grievance Process**
	1. **Time Frame**

Perkins will conduct a timely review of all complaints and will endeavor to complete review and resolution in a reasonably prompt time frame from receipt of the complaint to notification of outcomes.

Any formal grievance process complaints will be completed as expeditiously as possible. Investigations and subsequent questioning may take longer when (among other things) initial complaints fail to provide direct firsthand information or when Perkins is not in session. Perkins may, but shall not be obligated to, delay its processes when criminal charges on the basis of the same behaviors that invoke this process are being investigated. Perkins action will not be altered or precluded on the grounds that civil or criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

In each case, Perkins will strive to adhere to time frames suggested by this policy and related procedures. Perkins may, for good cause, need to extend these time frames. In the event that such time frames will not be met, the parties will be provided written notice of the delay or extension and the reasons for such action.

* 1. **Notice of Allegations**

Notice of allegations of Sexual Harassment will be provided to the Parties following the filing of a Formal Complaint. This notice will include sufficient details to allow for the Parties to respond prior to the commencement of any investigative procedure, including, but not limited to:

* the identities of the parties involved in the incident, if known;
* the conduct allegedly constituting sexual harassment; and
* the date and location of the alleged incident, if known.
	1. **Advisor of Choice**

The parties may each be advised by one (1) advisor of their choice (e.g., student, teacher member, family member, attorney, etc.). Advisors serve as a support person for the parties during investigative meetings. If either party requests it, the Title IX Coordinator will connect the party with a teacher or staff member who can act as an advisor during the investigatory process. Advisors are not permitted to interfere with or obstruct the investigation or to testify in place of a party during any investigative interview. In the event either party is under the age of 18 and taking part in a Perkins Education program, that party’s parent may also attend any and all meetings.

Perkins reserves the right to remove an advisor from any proceeding should these expectations and guidelines be violated. The advisor’s name and relationship to a party should be disclosed to the investigator at least two (2) days prior to any meeting.

Although proceedings are not generally delayed or rescheduled due to an advisor’s availability, the investigator will consider reasonable requests made to reschedule a meeting or other proceeding and will make the final determination with respect to that request.

* 1. **Investigation**

*Investigator*

The Title IX Coordinator will conduct or appoint a trained, impartial individual(s) to conduct the investigation.

*Evidence Collection*

The investigator will interview the parties, as well as all relevant witnesses, and gather any relevant evidence (such as texts/emails, social media postings, surveillance video, photos), and consider all relevant evidence. The investigator retains discretion to determine how to conduct the investigation and what information is necessary and relevant. Although formal rules of evidence will not apply, the investigator will not consider character evidence, incidents not directly related to the possible violation unless they tend to show a pattern, past sexual history, or sexual character of either party, unless such information is determined to be highly relevant by the Title IX Coordinator. The investigation will be thorough, impartial, and fair, and all individuals will be treated with appropriate sensitivity and respect.

During the investigation, the parties will have an equal opportunity to share information and request that witnesses, including both fact and expert witnesses, be interviewed. The parties will ***not*** be interviewed together.

Prior to the completion of the investigative report, the parties will have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including any evidence upon which Perkins does not intend to rely in reaching a determination regarding responsibility. The Parties and their advisors will each be sent in hard copy or electronic format the evidence for review, and will have 10 days from the date of receipt to provide the Investigator with any response.

Upon receipt of the written responses to the evidence by the parties, if any, the investigator will prepare an investigative report which will be sent to the parties and their advisors.

* 1. **Opportunity for Questions**

Following receipt of the investigative report, the parties and their advisors will have 10 days to submit written, relevant questions that a party wants to ask of the other party or any witness. A Decision Maker (defined below) will review the questions, determine which, if any questions are not relevant, and ask all remaining questions of the party or witness to whom they are directed. The Decision Maker will then provide the all answers back to the inquiring party. Limited follow-up questions will be permitted from all parties. In the event that questions asked are determined not to be relevant, the Decision Maker will explain the same to the inquiring party.

**The Decision Maker**. This process will be overseen by a Decision Maker, who is also responsible for making a determination of responsibility. The Decision Maker is an individual who (a) is not the Title IX coordinator or the investigator; (b) is free from conflict of interest or bias, including bias for or against complainants or respondents; and (c) who has been trained on topics including how to serve impartially, issues of relevance, including how to apply the rape shield protections provided for complainants.

*Determining Relevance*. In determining whether a question is relevant, the Decision Maker will focus on evidence pertinent to proving whether facts material to the allegations under investigation are more or less likely to be true. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless (1) 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 (2) 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. This bar on questions and evidence about a complainant’s sexual predisposition or prior sexual behavior does not apply to Respondents, and any such questions, if deemed relevant, may be asked.

* 1. **Sanctions**

Title IX Coordinator. The investigation will be thorough, impartial, and fair, and all individuals will be treated with appropriate sensitivity and respect.

1. *Possible Sanctions and Remedies*
* For teachers and staff: Discipline up to and including termination, including
* For students: Discipline up to and including expulsion
1. *Determination of Sanctions*

Sanctions will be determined by the /Title IX Coordinator in consultation with the Decision Maker, the Superintendent, and others as may be appropriate.

In general, in determining the appropriate sanctions, the Title IX Coordinator will be guided by a number of factors, including but not limited to restoring or preserving equal access to the Perkins’s Program or Activity; the nature, severity, and circumstances of the violation; disciplinary history and previous acts of similar misconduct; the need for sanctions to bring an end to and prevent recurrence of discrimination, harassment, or retaliation; the need to remedy the effects of the discrimination, harassment, or retaliation on the Complainant and the community; and any other factors deemed relevant.

The Title IX Coordinator may consult with the Investigator, Decision Maker, and/or deputy for equity investigations on any sanctioning decisions. For staff responding parties, the director of employee relations will also be consulted and may make recommendations. For teacher responding parties, a dean or other individual designated by the provost will be consulted in an advisory or consultative capacity.

* 1. **Written Determination**

A written determination will include the following:

* Identification of the allegations potentially constituting Title IX Harassment;
* A description of the procedural steps taken from the receipt of the formal complaint through the determination, including (1) any notifications to the parties; (2) the identity of the investigator; (3) dates of interviews with parties and witnesses; (4) dates and locations of any site visits; (5) methods used to gather other evidence, (6) dates of hearings held, and (7) account for any actual or perceived procedural issues, including delay for good cause;
* Findings of fact supporting the determination (e.g. an analysis of what findings of fact support the determination of responsibility or non-responsibility; this need not require the Decision Maker’s written determination to include “all” evidence presented in the investigation, or even to grapple with facts not supporting the determination.);
* Conclusions regarding the application of the recipient’s code of conduct to the facts;
* A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to Perkins’s Program or Activity will be provided by Perkins to the complainant; and
* Procedures and permissible bases for the complainant and respondent to appeal.

Once complete, the parties will receive simultaneous notification of the outcome.

1. Appeal

The Complainant and the Respondent have equal rights to an impartial appeal.

Appeals will be heard solely on the following grounds:

* 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;
* 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.
1. **Retaliation**

Retaliation from the perpetrator or any individual from our school in response to a complaint is prohibited under Title IX. Prohibited retaliation includes any retaliation against any individual who filed the complaint or any individual participating in the Title IX investigation or proceeding. The school will ensure that individuals are not intimidated, threatened, coerced or discriminated against for engaging in this process.