Title IX Policy
2024-2025

Effective August 1, 2024
Policy Prohibiting Discrimination Based on Sex Under Title IX
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I. INTRODUCTION

This Policy sets forth Iliff’s obligations under the 2024 Title IX Regulations and incorporates the definitions and procedural requirements from the 2013 Clery Amendments pertaining to sexual assault, dating violence, domestic violence, and stalking. Pursuant to this Policy, Iliff will:

- Respond to all reports of sex-based discrimination and/or retaliation.
- It will take necessary measures to end conduct that is in violation of this Policy, prevent its recurrence, and remedy its effect on individuals and the community.
- Within any process related to this Policy, Iliff provides reasonable accommodations to persons with disabilities and reasonable religious accommodations, consistent with state and federal law.

Situations involving other conduct that may be in violation of other Iliff student or employee conduct policies should be reported to the Dean’s Office for matters involving students, or the Dean’s Office or the Human Resources Director for matters involving faculty or staff. Situations involving other conduct relating to nonaffiliates should be reported to the Title IX Coordinator.

Any concerns related to conduct prohibited by this Policy should be reported to Iliff’s Title IX Coordinator:

Caran Ware Joseph
cwarejoseph@iliff.edu
303-765-3111
L-107

A. Statement of Nondiscrimination

As set forth in this Policy, Iliff prohibits discrimination on the basis of sex in its programs and activities. As defined by Title IX, discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Iliff does not discriminate in its admissions practices, except as permitted by law, in its employment practices, or in its educational programs or activities on the basis of sex. Iliff also prohibits retaliation against any person opposing sex discrimination or participating in any sex discrimination investigation or complaint process, whether internal or external to Iliff. Sex-based harassment, sexual assault, dating and domestic violence, and stalking are forms of sex discrimination, which are prohibited under Title IX and by this Policy.
When brought to the attention of Iliff, conduct prohibited by this Policy will be addressed by Iliff according to the procedures set forth in this Policy. Discrimination on the basis of any other protected category will be addressed in accordance with the Equal Opportunity, Harassment, and Nondiscrimination Policy.

B. Statement of Equal Access

Iliff shall provide certain support and modifications to people experiencing pregnancy or related conditions to ensure their equal access to Iliff’s program or activity. Pregnancy or related conditions include pregnancy, childbirth, termination of pregnancy, lactation; or related medical conditions.

Iliff treats pregnancy or related conditions in the same manner and under the same policies as any other temporary medical conditions and must allow voluntary leaves of absence. Students, employees, or applicants should contact the Title IX Coordinator for more information. Employees or applicants for employment may also contact the Human Resources Director for more information, because additional workplace laws and policies apply.

C. Application of Section 504/Americans with Disabilities Act to this Policy

Iliff complies with the requirements of the Americans with Disabilities Act of 1990, as amended 2008 (“ADAAA”); Sections 504 and 508 of the Rehabilitation Act of 1973, as amended; and all other federal and state laws and regulations prohibiting discrimination on the basis of disability. Iliff is committed to providing individuals with disabilities equal access to Iliff’s programs and activities.

Parties may request reasonable accommodations for disabilities to the Title IX Coordinator at any point relating to the implementation of this Policy, including making a disclosure or report, and initiating a grievance procedure. Accommodations will be granted if they are reasonable and do not fundamentally alter the procedures established by this Policy. Please note that the Title IX Coordinator will not affirmatively provide disability accommodations that have not been specifically requested by the parties, even where the parties may be receiving accommodations in other Iliff programs and activities.

With the consent of the impacted student or employee, the Title IX Coordinator will work collaboratively with the ADA/504 Student Coordinator, Dr. Samantha Joo (303-765-1447/ sjoo@iliff.edu) to ensure that approved reasonable accommodations (disability-related) are implemented.
II. **SCOPE AND JURISDICTION OF THIS POLICY**

All members of Iliff’s community, including, but not limited to, students, student organizations, faculty, administrators, and staff, whether on or off campus, and third parties such as guests, visitors, volunteers, invitees, and alumni when they are on campus or participating in Iliff sponsored activities, are subject to this Policy, though the procedures for resolving conduct prohibited by this Policy will vary based on one’s status. This Policy applies to all students and employees and all other individuals participating in (or attempting to participate in) Iliff’s programs or activities, including Iliff-sponsored events that take place off-campus.

This Policy may also pertain to instances in which the conduct occurred outside of the campus or Iliff-sponsored activity if Iliff determines that the off-campus conduct is within the jurisdiction of its disciplinary authority or affects a substantial Iliff interest, including access to the educational program or activity, safety and security, compliance with applicable law, and meeting its educational mission.

Any individual covered by this Policy is expected to provide truthful information in any report, meeting, or proceeding under this Policy.

Unless otherwise specified in this Policy, any individual who is accused of engaging in conduct prohibited by this Policy who is not a student, faculty member, or staff member is generally considered a third party. Iliff’s ability to take corrective action against a third party may be limited and will depend on the nature of the third party’s relationship, if any, to Iliff. When appropriate, the Title IX Coordinator will refer such allegations against a third party to the appropriate office.

The status of a party may impact which resources and remedies are available to them under this Policy.

If there is a conflict between the provisions of this Policy and other Iliff policies, procedures, rules, regulations, or terms or conditions of employment, the provisions of this Policy will govern unless otherwise stated. Any capitalized terms in this Policy are defined as stated or in Section XXI.

III. **PROHIBITED CONDUCT**

This Policy prohibits sex discrimination, including sex-based harassment, and retaliation as defined below. These acts shall also be referred to as Prohibited Conduct under this Policy:

**Discrimination on the Basis of Sex**

Except as permitted by Title IX, prohibited discrimination on the basis of sex (where sex includes sex stereotypes, sex characteristics, pregnancy or related
conditions, sexual orientation, and gender identity) is defined as actions that cause an individual to be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by Iliff.

Except as permitted by Title IX, Iliff, including employees, students, participants and agents of Iliff, shall not, engage in any of the following prohibited discriminatory actions on the basis of sex if it would cause more than de minimis harm:

(1) Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
(2) Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
(3) Deny any person any such aid, benefit, or service;
(4) Subject any person to separate or different rules of behavior, sanctions, or other treatment;
(5) Apply any rule concerning the domicile or residence of a student or applicant, including eligibility for in-state fees and tuition;
(6) Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
(7) Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

For the purposes of this definition, unless permitted by Title IX, adopting a policy or engaging in a practice that prevents a person from participating in an education program or activity consistent with the person’s gender identity subjects a person to more than de minimis harm on the basis of sex and will be considered prohibited discrimination.

**Sex-Based Harassment**

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, as defined by Title IX, including harassment on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Under this Policy, prohibited Sex-based Harassment includes the following conduct:

1. **Quid Pro Quo Harassment:**
Quid pro quo harassment occurs when an employee, agent, or other person authorized by Iliff to provide an aid, benefit, or service under Iliff's education program or activity, explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.

2. Hostile Environment Harassment

Hostile environment harassment is defined as unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from Iliff's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

i. The degree to which the conduct affected the individual's ability to access Iliff's education program or activity;
ii. The type, frequency, and duration of the conduct;
iii. The parties' ages, roles within Iliff's education program or activity, previous interactions, and other factors about a party that may be relevant to evaluating the effects of the conduct;
iv. The location of the conduct and the context in which the conduct occurred; and
v. Other sex-based harassment in Iliff's education program or activity.

**Sexual Assault & Interpersonal Violence**

1. **Sexual assault.**

Sexual assault 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.

Sexual assault includes:

i. **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. Attempted rape falls under this prohibition.

ii. **Fondling**—The touching of the private body parts of another for the purpose of sexual gratification, without the consent of the victim,
including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental incapacity.

iii. **Incest**—Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

iv. **Statutory Rape**—Sexual intercourse with a person who is under the statutory age of consent. The statutory age of consent is 17.

2. **Dating Violence**

This includes violence committed by a person:

a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

b. 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; and
   3. The frequency of interaction between the persons involved in the relationship.

Emotional and psychological abuse do not constitute violence for the purposes of this definition.

3. **Domestic Violence**

This includes felony or misdemeanor crimes of violence committed by a person who:

i. Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of Colorado, or a person similarly situated to a spouse of the victim;

ii. Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

iii. Shares a child in common with the victim; or

iv. Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of Colorado.
Emotional and psychological abuse do not constitute violence for the purposes of this definition.

4. Stalking

This is defined as engaging in a course of conduct, on the basis of sex, directed at a specific person that would cause a reasonable person to fear for the person’s safety or the safety of others; or suffer substantial emotional distress.

5. Sexual Exploitation

Sexual exploitation means a person taking sexual advantage of another person for the benefit of anyone other than that person without that person’s consent, including, but not limited to, any of the following acts:

   a. The prostituting of another person;
   b. The trafficking of another person, defined as the inducement of a person to perform a commercial sex act, or labor or services, through force, fraud, or coercion;
   c. The recording of images, including video or photograph, or audio of another person’s sexual activity or intimate parts, without that person’s consent;
   d. The distribution of images, including video or photograph, or audio of another person’s sexual activity or intimate parts, if the individual distributing the images or audio knows or should have known that the person depicted in the images or audio did not consent to the disclosure.
   e. The viewing of another person’s sexual activity or intimate parts, in a place where that other person would have a reasonable expectation of privacy, without that person’s consent, for the purpose of arousing or gratifying sexual desire.

Retaliation

Retaliation is any materially adverse action taken against an individual because they were involved in the disclosure, reporting, investigation, or resolution of a report of Prohibited Conduct under this Policy. Retaliation includes threats, intimidation, harassment, coercion, discrimination, violence, or any other conduct by Iliff, a student,
or an employee or other person authorized by Iliff to provide aid, benefit, or service under Iliff’s education program or activity, for the purpose of interfering with any right or privilege secured by this Policy or by law, including Title IX or its regulations. Adverse action does not include perceived or petty slights, or trivial annoyances.

The prohibition against retaliation applies to any individuals who participate (or refuse to participate) in any manner in an investigation and to any student who refuses to participate in an investigation or proceeding.

Retaliation may occur even where there is a finding of “not responsible” under this Policy. Good faith actions lawfully pursued in response to a report of Prohibited Conduct are not Retaliation.

IV. DELEGATION OF DUTIES UNDER THIS POLICY

Iliff shall respond to all allegations of Prohibited Conduct, as defined above. Obligations created by this Policy may be delegated by Iliff, including to external professionals.

V. CONFLICTS OF INTEREST OR BIAS

Any individual carrying out any part of this Policy shall be free from any actual conflict of interest or demonstrated bias that would impact the handling of a matter. Should the Title IX Coordinator have a conflict of interest, the Title IX Coordinator shall immediately notify the Coordinator of Campus Safety who will either take, or reassign, the role of Title IX Coordinator for purposes of carrying out the handling and finalization of the matter at issue.

Should any Investigator, Decisionmaker, or Appeals Officer have a conflict of interest, the Investigator, Decisionmaker, or Appeals Officer shall notify the Title IX Coordinator upon discovery of the conflict so that the Title IX Coordinator may reassign the role as appropriate. This Policy will note where parties have the opportunity to challenge the participation of any individual implementing this Policy based on actual conflict of interest or demonstrated bias.

VI. CRIME AND INCIDENT DISCLOSURE OBLIGATIONS

The Clery Act is a federal crime and incident disclosure law. It requires, among other things, that Iliff report the number of incidents of certain crimes, including some of the Prohibited Conduct in this Policy, that occur in particular campus-related locations. The Clery Act also requires Iliff to issue a warning to the community in certain circumstances.

In the statistical disclosures and warnings to the community, Iliff will ensure that a Complainant’s name and other identifying information is not disclosed. The Title IX
Coordinator will refer information to the Clery Officer/Campus Safety Coordinator when appropriate for a determination about Clery-related actions, such as disclosing crime statistics or sending campus notifications.

VII. REPORTING SEX DISCRIMINATION, INCLUDING SEX-BASED HARASSMENT

A. Employee Reporting Obligations

All employees, with limited exceptions as identified by Iliff, are required to promptly provide to the Title IX Coordinator all complaints and/or reports of sex discrimination, including sex-based harassment and share all information reported or made available to the employee. If an employee in a supervisory capacity has direct knowledge of an incident of harassment or discrimination on the part of, or directed toward, any employee of the Title IX Coordinator community, that supervisor is required to bring the matter to the attention of the Title IX Coordinator.

When providing this information to the Title IX Coordinator, the employee must include their own name and contact information, and all known details about an incident, which may include, if known, the dates, times, locations, names of involved individuals and the nature of the incident.

Aside from this reporting obligation, employees will, to the fullest extent possible, maintain the privacy of an individual’s information, consistent with FERPA.

B. Public Awareness Events

Employees are required to report to the Title IX Coordinator information about sex discrimination they learn about at any Title IX-related public awareness events.

The Title IX Coordinator is not obligated to respond directly to any identified Complainant in a report of sex-based harassment disclosed at a public awareness event that takes place on-campus or in a school-sponsored online platform unless there is an imminent and serious threat to someone’s health or safety.

The Title IX Coordinator must respond to reports of conduct that could constitute sex discrimination other than sex-based harassment if disclosed at public awareness events, wherever they occur. In all cases, Iliff must use the information to inform its efforts to prevent sex-based harassment, including by providing tailored training to address alleged sex-based harassment in a particular part of its education program or activity or at a specific location when information indicates there may be multiple incidents of sex-based harassment.

C. How to Make a Report to Iliff
All complaints of violations of this Policy will be taken seriously and in good faith. The Title IX Coordinator will provide information and guidance regarding how to file a complaint with Iliff and/or local law enforcement, as well as information and assistance about what course of action may best support the individual(s) involved and how best to address the complaint.

Every reasonable effort will be made to maintain the privacy of those making a report to the extent possible. In all cases, Iliff will give consideration to the party bringing forward a report with respect to how the matter is pursued. Iliff may, when necessary to protect the community, initiate an investigation or take other responsive actions to a report, even when the person identifying a concern chooses not to participate in a resolution process and/or requests that Iliff not initiate an investigation.

Employees, students, guests, or visitors who believe that this Policy has been violated should promptly contact the Title IX Coordinator or another member of the Title IX Office as follows:

Caran Ware Joseph, J.D. (she/her)  
COO, Acting Human Resources Director, and Title IX Coordinator  
Office of the President  
2323 East Iliff Ave.  
Denver, CO 80210  
(303) 765-3111  
Email: cwarejoseph@iliff.edu

Samantha Joo (she/her)  
ADA/504 Student Coordinator  
Academic Advising Center Coordinator  
Interim Director of the MASJE Program  
Dean’s Office  
2323 E. Iliff Ave.  
Denver, CO 80210  
Phone: 303-765-1147  
Email: sjoo@iliff.edu

Jason Warr (he/him)  
Vice President for Business, Controller/Coordinator of Campus Safety  
2323 E. Iliff Ave.  
Denver, CO 80210  
Phone: 303-765-3185  
Email: jwarr@iliff.edu

You may also file a report here.
There is no timeline for making a report of sex discrimination, however, lliff encourages the prompt reporting of a complaint as the ability of lliff to pursue the complaint to conclusion may be hindered by the passage of time.

**D. Amnesty for Reporting**

An individual who participates as a Complainant or witness in an investigation of sexual assault, domestic violence, dating violence, or stalking will not be subject to disciplinary sanctions for a violation of lliff’s student conduct policy at or near the time of the incident, unless lliff determines that the violation was egregious, including, but not limited to, an action that places the health or safety of any other person at risk or involves plagiarism, cheating, or academic dishonesty.

**E. Privacy and Confidentiality**

References made to privacy mean lliff offices and employees who cannot guarantee confidentiality, but will maintain privacy to the greatest extent possible, relaying information as necessary to investigate or seek a resolution and to notify the Title IX Coordinator or designee, who is responsible for tracking patterns and spotting systemic issues. lliff will limit the disclosure as much as practicable.

All activities under these procedures shall be conducted with the privacy interests of those involved. While lliff will take all reasonable steps to protect the privacy of individuals involved in a complaint, it may be necessary to disclose some information to individuals or offices on campus in order to address a complaint or provide for the physical safety of an individual or the campus. Thus, lliff cannot, and does not, guarantee that all information related to complaints will be kept confidential.

To maintain the privacy of evidence gathered as part of any resolution process, access to materials under the procedures in this Policy will be provided only by a secure method and parties and advisors are not permitted to make copies of any documents shared or make use of the documents outside of the processes described in this Policy. Parties may request to review a hard copy of materials, and lliff will make that available in a supervised or monitored setting. Inappropriately sharing materials provided during this process may constitute retaliation under this Policy.

Individuals may speak confidentially with a Confidential Resource. Confidential Resources (e.g., licensed mental health care providers, physicians and clergy) may not report to Title IX Coordinator any identifying information about conduct that may violate lliff’s Policy against sex discrimination without the written consent of the individual who supplied the information, unless required by law. Such disclosures will not be reported to the Title IX Coordinator or initiate any process under this Policy.
Iliff currently does not have any employees who are considered as privileged and confidential.

F. Reporting to the Police

Some Prohibited Conduct may constitute a violation of both the law and Iliff policy. Iliff encourages students to report alleged crimes promptly to local law enforcement agencies. All persons have the right to file with law enforcement, as well as the right to decline to file with law enforcement. The decision not to file shall not be considered as evidence that there was not a violation of Iliff policy.

Criminal investigations may be useful in the gathering of relevant evidence, particularly forensic evidence. The standards for finding a violation of criminal law are different from the standards for finding a violation of this Policy. Conduct may constitute Prohibited Conduct under this Policy even if law enforcement agencies lack sufficient evidence of a crime and decline to prosecute.

Proceedings under this Policy may be carried out prior to, simultaneously with, or following civil or criminal proceedings off campus. However, when a complaint is made to Iliff as well as to law enforcement, Iliff may delay its process if a law enforcement agency requests that Iliff delay its process for a reasonable amount of time to allow law enforcement to gather evidence of criminal misconduct. Criminal or legal proceedings are separate from the processes in this Policy and do not determine whether this Policy has been violated.

All investigations and determinations under this Policy will be thorough, reliable and impartial, and will seek to collect evidence and names of witnesses to gather information that is directly or substantially relevant to whether the alleged policy violation occurred, and will not be based on the grounds that civil or criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

In the case of an emergency, where the physical well-being of a member of Iliff community or the safety of Iliff as an institution is threatened, any individual with such knowledge should promptly inform the Director of Campus Safety. Iliff may take any immediate steps as may be necessary and appropriate under the circumstances to ensure the well-being of Iliff community and Iliff as an institution.

VIII. RESPONSE TO A REPORT

The following process will be used following the receipt of a report of Prohibited Conduct:

A. Initial Contact
Following receipt of a report alleging a potential violation of this Policy, the Title IX Coordinator will contact the Complainant to meet with the Title IX Coordinator for an initial intake and assessment meeting, and will provide the following:

1. An invitation to meet to offer assistance and explain their rights, resources, and options under this Policy;
2. Access to this Policy;
3. Information regarding available campus and community resources for counseling, health care, mental health, or victim advocacy. Upon request, information regarding legal assistance, visa and immigration assistance, student financial aid and other available services may be provided;
4. The availability of Supportive Measures regardless of whether a complaint is filed and/or any resolution process is initiated;
5. The options for resolution (no action, prevention, agreement, investigation) and how to initiate such resolution processes;
6. The right to notify law enforcement as well as the right not to notify law enforcement;
7. The importance of preserving evidence and, in the case of potential criminal misconduct, how to get assistance from Campus Safety or local law enforcement in preserving evidence;
8. The right to an advisor of choice, if applicable, during Iliff proceedings under this Policy including the initial meeting with the Title IX Coordinator;
9. A statement that retaliation for filing a complaint, or participating in the complaint process, is prohibited; and
10. Information on how to initiate the Investigation or Resolution-Based Agreement process.

B. Initial Intake & Assessment

The Initial Assessment process seeks to gather information about the nature and circumstances of the report to determine whether this Policy applies to the report and, if so, which resolution process may be appropriate, as well as which section of the grievance procedures apply based on the conduct and the status of the parties. The Title IX Coordinator may also determine that the provision of supportive measures only is the appropriate response under the Policy. The initial assessment is not a finding of fact or responsibility. If the individual bringing forward the complaint is not the actual Complainant, the Title IX Coordinator will limit communication to general information on policies and processes.

Should the Complainant wish to initiate a resolution process, the Title IX Coordinator will determine whether this Policy applies and, if so, the appropriate process under this Policy. The Title IX Coordinator will communicate to the Complainant this determination. If the Complainant does not wish to initiate a resolution process, the Title IX Coordinator will assess whether to proceed as set forth below.
If the information provided does not suggest a potential violation of this Policy, the Title IX Coordinator will provide the Complainant written notice that the matter is being referred for handling under a different policy, and/or to another appropriate office for handling.

C. Requests for Confidentiality or No Further Action

When a Complainant requests that Iliff not use their name as part of any resolution process, or that Iliff not take any further action, Iliff will generally try to honor those requests. However, there are certain instances in which Iliff has a broader obligation to the community and may need to act against the wishes of the Complainant. In such circumstances, the Title IX Coordinator will notify the Complainant in writing of the need to take action. The factors the Title IX Coordinator will consider when determining whether to act against the wishes of a Complainant include:

1. The Complainant’s request not to proceed with initiation of a complaint;
2. The Complainant’s reasonable safety concerns regarding initiation of a Complaint;
3. The risk that additional acts of Prohibited Conduct would occur if a Complaint is not initiated;
4. The severity of the alleged Prohibited Conduct, including whether the discrimination, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
5. The age and relationship of the parties, including whether the Respondent is an employee of Iliff;
6. The scope of the alleged discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
7. The availability of evidence to assist a Decisionmaker in determining whether sex discrimination occurred;
8. Whether Iliff could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures under this Policy; and
9. Whether the conduct as alleged presents an imminent and serious threat to the health or safety of the Complainant or other persons, or that the conduct as alleged prevents Iliff from ensuring equal access on the basis of sex to its education program or activity.

D. Emergency Removal

For sex discrimination and sex-based harassment, Iliff retains the authority to remove a Respondent from Iliff’s education program or activity on an emergency basis, where Iliff:
1. Undertakes an individualized safety and risk analysis;
2. Determines that an immediate and serious threat to the health or safety of a Complainant or any student, employee, or other individual arising from the allegations of sex discrimination justifies a removal; and
3. Provides the Respondent with notice of and an opportunity to challenge the decision immediately following the removal.

The Respondent may challenge the decision immediately following the removal, by notifying the Title IX Coordinator in writing. Iliff will designate an impartial individual, not otherwise involved in the case, to consider the challenge to the removal and determine if the emergency removal was reasonable. For all other Prohibited Conduct, Iliff may defer to its interim suspension policies for students and administrative leave for employees.

E. Administrative Leave

Iliff retains the authority to place an employee Respondent on administrative leave during a pending complaint process under this Policy, with or without pay, as appropriate. Administrative leave implemented as a supportive measure or as emergency removal is subject to the procedural provisions above, including the right to challenge the decision to implement that measure.

F. Student Withdrawal or Employee Resignation While Matters Are Pending

If a student or employee Respondent permanently withdraws or resigns from Iliff with unresolved allegations pending, Iliff will consider whether and how to proceed with the resolution process. Iliff will continue to address and remedy any systemic issues or concerns that may have contributed to the alleged violation(s) and any ongoing effects of the alleged Prohibited Conduct.

A student Respondent who withdraws or leaves while the process is pending may not return to Iliff without first resolving any pending matters. Such exclusion applies to all Iliff campuses and programs.

An employee Respondent who resigns with unresolved allegations pending is not eligible for rehire with Iliff and the records retained by the Title IX Coordinator will reflect that status. All Iliff responses to future inquiries regarding employment references for that individual will include that the former employee resigned during a pending disciplinary matter.

G. Dismissal of a Complaint

Before dismissing a complaint, Iliff will make reasonable efforts to clarify the allegations with the Complainant.
Iliff may dismiss a complaint if:

1. Iliff is unable to identify the Respondent after taking reasonable steps to do so;
2. The Respondent is not participating in Iliff’s education programs or activities and/or is not employed by Iliff;
3. The Complainant voluntarily withdraws their complaint in writing and the Title IX Coordinator declines to initiate a complaint;
4. The Complainant voluntarily withdraws some but not all allegations in a complaint in writing, and Iliff determines that, the conduct that remains alleged in the complaint would not constitute Prohibited Conduct under this Policy; or
5. Iliff determines the conduct alleged in the complaint, even if proven, would not constitute Prohibited Conduct under this Policy.

Upon dismissal, Iliff will promptly notify the Complainant in writing of the basis for the dismissal. If the dismissal occurs after the Respondent has been notified of the allegations, then Iliff will notify the parties simultaneously, in writing. If a dismissal of one or more allegations changes the appropriate decision-making process under these procedures, the Title IX Coordinator will include that information in the notification.

Iliff will notify the Complainant that a dismissal may be appealed on the basis outlined in the Appeals section. If dismissal occurs after the Respondent has been notified of the allegations, then Iliff will also notify the Respondent that the dismissal may be appealed on the same bases. If a dismissal is appealed, Iliff will follow the procedures outlined in the Appeals section of these procedures.

When a complaint is dismissed, Iliff will, at a minimum:

1. Offer supportive measures to the Complainant, as appropriate;
2. If the Respondent has been notified of the allegations, offer supportive measures to the Respondent as appropriate; and
3. Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within Iliff education program or activity.

A Complainant who decides to withdraw a complaint or any portion of it may later request to reinstate it or refile it.

IX. REFERRALS FOR OTHER MISCONDUCT

Iliff has the discretion to refer complaints of misconduct not covered by this Policy for handling under any other applicable Iliff policy or code. As part of any such referral for further handling, Iliff may use evidence already gathered through any process covered by this Policy.
X. CONSOLIDATION OF COMPLAINTS

Iliff may consolidate Complaints as to allegations of sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one Complainant or more than one Respondent, references in this section to the singular “party,” “Complainant,” or “Respondent” include the plural, as applicable. Where multiple policies may be implicated by the same set of facts or circumstances, Iliff may bifurcate the proceedings in accordance with the requirements of the individual policies.

Iliff also reserves the right to use this Policy to adjudicate other allegations and conduct charges as defined by policies outside of the scope of this Policy in instances when the conduct is associated with an alleged issue of prohibited conduct under this Policy. The Title IX Coordinator will address these consolidated complaints in collaboration and coordination with other appropriate offices, such as Student Services and Human Resources. Allegations of a violation of a separate policy are not required to be handled using the procedural requirements set forth in this Policy.

XI. OPTIONS FOR RESOLUTION

There are multiple ways to resolve a complaint or report of sex discrimination. During the resolution of a complaint, the Title IX Coordinator will determine whether to implement reasonable supportive measures designed to assist all parties (Complainants and Respondents) and community members in maintaining access to and participation in Iliff’s educational programs, services and activities during the resolution of the complaint.

A. Support-Based Resolution

A support-based resolution is an option for a Complainant who does not wish Iliff to take any further steps to address their concern, and when the Title IX Coordinator determines that another form of resolution, or further action, is not required. Some types of support that may be appropriate include but are not limited to: adjustments or changes to class schedules; moving from one residence hall room to another; adjusted deadlines for projects or assignments; adjustments to work schedule or arrangements; escorts to and around campus; and/or counseling.

A support-based resolution does not preclude later use of another form of resolution, for example if new information becomes available to Iliff and the Title IX Coordinator determines there is need for additional steps to be taken, or the Complainant later decides to pursue a Resolution Agreement or investigation and decision making.
B. Agreement-Based Resolution

Agreement-Based Resolution is an alternative where the Parties each voluntarily agree to resolve the complaint in a way that does not include an investigation and does not include any finding of responsibility. Agreement-Based Resolution is a voluntary, structured interaction between or among affected parties that balances support and accountability. If Iliff offers Agreement-Based Resolution to the parties, and they voluntarily consent to engage in that process, the Title IX Coordinator must still take other prompt and effective steps as needed to ensure that sex discrimination does not continue or recur within the education program or activity.

Any party may design the proposed agreement between the parties. The Title IX Coordinator must approve of the use of the Agreement-Based Resolution process and approve the final agreement between the parties. Agreement-Based Resolution may be initiated at any time prior to the release of the final determination. Because Agreement-Based Resolution does not involve an investigation, there is not any determination made as to whether a Respondent violated this Policy.

The Title IX Coordinator has the discretion to determine that Agreement-Based Resolution is not an appropriate way to address the reported conduct, and that the matter must instead be resolved through an alternate process.

Initiating the Agreement-Based Resolution Process

Prior to the initiation of Agreement-Based Resolution, the Title IX Coordinator will provide the Parties written notice that includes:

1. The specific allegation and the specific conduct that is alleged to have occurred;
2. The requirements of the Agreement-Based Resolution process;
3. Any consequences resulting from participating in the Agreement-Based Resolution process, including the records that will be maintained or could be shared, and whether Iliff could disclose such information for use in a future Iliff grievance process, including an investigation and resolution process arising from the same or different allegations, as may be appropriate;
4. Notice that an agreement resulting from the Agreement-Based Resolution process is binding only on the parties and is not subject to appeal;
5. Notice that once the Agreement is finalized and signed by the Parties, they cannot initiate or continue an investigation procedure arising from the same allegations;
6. A statement indicating that the decision to participate in the Agreement-Based Resolution process does not presume that the conduct at issue has occurred;
7. A statement that the Respondent is presumed not responsible for violating this Policy, unless Respondent admits to violations of this Policy;
8. An explanation that all parties may be accompanied by an advisor of their choice, who may be a parent, colleague, friend, or attorney;
9. A statement that any party has the right to withdraw from the Agreement-Based Resolution process and initiate or resume grievance procedures at any time before agreeing to a resolution;
10. The date and time of the initial meeting with staff or the Title IX Coordinator, with a minimum of 3 days’ notice;
11. Information regarding Supportive Measures, which are available equally to the parties; and
12. The potential terms that may be requested or offered in an Agreement-Based Resolution agreement.

Facilitating an Agreement

If all Parties are willing to explore Agreement-Based Resolution, the Title IX Coordinator will then meet separately with each party to discuss the Agreement-Based Resolution process and facilitate an agreement. If an agreement cannot be reached, either because the Parties do not agree, determine they no longer wish to participate in the Agreement-Based Resolution process, or the Title IX Coordinator does not believe that the terms of the agreement or continuing the Agreement-Based Resolution process is appropriate, the Title IX Coordinator may decide that the reported conduct will instead be addressed through the investigation and decision-making process. The Title IX Coordinator will inform the parties of such decision, in writing.

Agreement-Based Resolution processes are managed by facilitators who do not have a conflict of interest or bias in favor of or against Complainants or Respondents generally or regarding the specific parties in the matter. The Title IX Coordinator may serve as the facilitator, subject to these restrictions. The Investigator or Decisionmaker for the matter may not facilitate an Agreement-Based Resolution in that same matter.

Any party may craft or create the terms of their agreement and will be asked for their suggestions or ideas. Examples of agreements may include but are not limited to:

1. An agreement that the Respondent will change classes or housing assignments;
2. An agreement that the Parties will not communicate or otherwise engage with one another;
3. An agreement that the Parties will not contact one another;
4. Completion of a training or educational project by the Respondent;
5. Completion of a community service project by the Respondent;
6. An agreement to engage in a restorative justice process or facilitated dialogue; and/or
7. discipline agreed upon by all parties.

To facilitate Agreement-Based Resolution, information shared by any party will not be used in any related resolution process of the same complaint under this policy. No evidence concerning the allegations obtained within the Agreement-Based Resolution process may be disseminated to any outside person, provided that any party to the Agreement-Based Resolution process may generally discuss the allegations under investigation with a parent, advisor, or other source of emotional support, or with an advocacy organization. An admission of responsibility made during an Agreement-Based Resolution process, however, may not be incorporated into the investigation and adjudication proceeding.

**Finalizing the Resolution Agreement**

Once the final terms of the Resolution Agreement have been agreed upon by all parties, in writing, and approved by the Title IX Coordinator, the matter will be considered closed, and no further action will be taken. Once signed, no appeal is permitted. The Agreement-Based Resolution process is generally expected to be completed within thirty (30) days and may be extended by the Title IX Coordinator as appropriate. All parties will be notified, in writing, of any extension and the reason for the extension.

Records of an Agreement-Based Resolution process can be shared with other offices as appropriate.

Any violations of the terms of the Resolution Agreement may result in disciplinary action.

**XII. INVESTIGATION & DECISION-MAKING RESOLUTION**

This Policy includes two types of investigation and decision-making procedures.

1. Procedures covering all Prohibited Conduct matters **except for** sex-based harassment involving a student as a party; and
2. Procedures covering sex-based harassment involving a student as a party.

The following information applies to both types of the investigation and decision-making procedures:

**Acceptance of Responsibility**

If a Respondent accepts responsibility for all or part of the Prohibited Conduct alleged, the Title IX Coordinator or designated sanctioning officer will issue an
appropriate sanction or responsive action as to those violation(s) and continue processing remaining allegations of Prohibited Conduct, if any.

Assignment of the Investigator and/or Decisionmaker

Iliff will assign a trained Investigator and/or Decisionmaker to conduct an adequate, reliable, and impartial investigation and determination, as applicable, in a reasonably prompt timeframe. Iliff reserves the right to utilize internal or external Investigators and Decisionmakers.

All parties have the option to participate in the investigation, and each have the same rights during the resolution process including the right to an advisor, to submit relevant witness names and evidence, and to review the evidence gathered by the Investigator prior to the Investigator providing the final report to the Decisionmaker.

The Investigator will establish deadlines for submission of names of relevant witnesses and submission of evidence and communicate those deadlines to the parties in writing.

Conflict of Interest or Bias

After a Notice of Investigation, as described below, is issued to all parties, any party may object to the participation of the Title IX Coordinator or designated Investigator on the grounds of a demonstrated bias or actual conflict of interest. All parties will have three (3) days from the date of the Notice of Investigation to object to the selection of the Investigator or the Title IX Coordinator. Objections to the Title IX Coordinator are to be made, in writing, to the VP of Business/Campus Safety Coordinator. Objections to the appointment of the Investigator are to be made in writing, to the Title IX Coordinator. All objections will be considered, and changes made as appropriate. If the objection is substantiated as to either the Title IX Coordinator or the Investigator, that individual shall be replaced. Any change will be communicated in writing.

Timeline

Iliff strives to complete the investigation process within ninety (90) days from the date of the Notice of Investigation.

The timeline for any part of the resolution process may be extended for good cause by the Title IX Coordinator. All parties shall be notified, in writing, of any extension to the timeline that is granted, the reason for the extension, and the new anticipated date of conclusion of the investigation and/or hearing. Good cause reasons for extension may include ensuring availability of witnesses and other participants and ensuring participants have sufficient time to review materials.
Iliff shall not unreasonably deny a student party’s request for an extension of a deadline related to a complaint during periods of examinations or school closures.

The Investigator and/or Title IX Coordinator shall provide the Parties with periodic status updates, in writing.

**Burden of Evidence**

Iliff has the burden of conducting an investigation that gathers sufficient evidence to determine whether Prohibited Conduct occurred. This burden does not rest with any party, and any party may decide to limit their participation in part or all of the process, or to decline to participate. This does not shift the burden of proof away from Iliff and does not indicate responsibility.

**Standard of Proof**

The standard of proof used in any investigation and decision-making process is the preponderance of the evidence standard, which means that the allegation(s) are more likely than not to have occurred.

**Written Notice of Meetings**

Iliff will provide to a party or witness whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all meetings or proceedings with sufficient time to prepare to participate.

**Evidence Gathering**

**A. Interviews**

The Investigator will interview all parties and relevant witnesses and gather relevant documentary evidence provided by the parties and any identified witnesses. Interviews may be conducted in person, or via video conference. When a party meets with an Investigator, the Investigator will ask questions related to the allegations in the complaint and a party is given the opportunity speak to the allegations and related events. Parties may identify fact witnesses and provide evidence that is relevant to the allegations and not otherwise impermissible. This will include inculpatory evidence (that tends to show it more likely that someone committed a violation) and exculpatory evidence (that tends to show it less likely that someone committed a violation). The Investigator ultimately determines whom to interview to determine the facts relevant to the complaint.

**B. Impermissible Evidence**

The following types of evidence, and questions seeking that evidence, are impermissible. This means this information will not be accessed or considered, except
by Iliff to determine whether one of the exceptions listed below applies. This information will not be disclosed or otherwise used, regardless of relevance:

1. Evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
2. Evidence provided to an employee designated by Iliff as exempt from internal reporting under this Policy, unless the person who made the disclosure or otherwise provided evidence to that employee has voluntarily consented to re-disclosure;
3. A party’s or witness’s records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Iliff obtains that party’s or witness’s voluntary, written consent for use in its grievance procedures; and
4. Evidence that relates to the Complainant’s sexual interests or prior sexual conduct, unless evidence about the Complainant’s prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct or is evidence about specific incidents of the Complainant’s prior sexual conduct with the Respondent that is offered to prove consent to alleged sex-based harassment. The fact of prior consensual sexual conduct between the parties does not by itself demonstrate or imply the Complainant’s consent to other sexual activity or preclude a determination that Prohibited Conduct occurred.

XIII. INVESTIGATION & DECISION-MAKING PROCEDURES FOR ALL PROHIBITED CONDUCT EXCEPT SEX-BASED HARASSMENT INVOLVING A STUDENT PARTY

This procedure is for all allegations of Prohibited Conduct being investigated and determined under this Policy, except for sex-based harassment involving a student as a party.

A. Notice of Allegations and Investigation

Prior to the start of an investigation, the Parties will be provided a written Notice of Investigation communicating the initiation of an investigation. Should additional allegations be brought forward, or information regarding location or date of the incident(s), a revised written Notice of Investigation shall be provided to all parties.

The Notice shall include, at a minimum:
1. Iliff’s resolution procedures, including the applicable determination procedure, and any alternative resolution process, with a link to the full procedures;

2. The specific allegations, including the identity of the parties, and dates and location if known;

3. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), a description of the facts alleged to constitute Prohibited Conduct, the type of Prohibited Conduct, and the date(s) and location(s) of the alleged incident(s);

4. A statement that Retaliation is prohibited;

5. Contact information for the assigned Investigator and Decisionmaker, as well as the process for raising a challenge to the appointed Investigator, Decisionmaker, or Title IX Coordinator, and the deadline for doing so;

6. A statement indicating the expected length of the major stages of the resolution process, as well as any applicable deadlines;

7. Whether the Investigator, or another individual, shall serve as the Decisionmaker;

8. A statement that the Respondent is presumed not responsible for Prohibited Conduct until a determination is made at the conclusion of the investigation and decision-making procedures. Prior to such a determination, the parties will have an opportunity to present relevant and not otherwise impermissible evidence to a trained, impartial Decisionmaker;

9. A statement indicating that the parties may have an advisor of their choice who may be a friend, colleague, therapist, or attorney;

10. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence, and to provide a response;

11. A statement that Iliff prohibits knowingly making false statements or knowingly submitting false information during grievance procedures, with a link to the relevant policy(ies); and

12. The date and time of the initial interview with the Investigator, with a minimum of five (5) days’ notice.

B. Individual Interviews

The Investigator will hold individual interviews with parties and witnesses to ask relevant and not otherwise impermissible questions and follow-up questions, including questions exploring credibility. Only the Investigator and the party or witness may attend each individual interview. A party’s advisor may attend these meetings, subject to the rules described above in this Policy. Additional attendees may be permitted at the discretion of the Title IX Coordinator in connection with an approved disability-related accommodation. All persons present at any time during any part of the investigation or resolution process are expected to maintain the privacy of the proceedings and not
discuss or otherwise share any information learned as part of those proceedings, and may be subject to further Iliff discipline for failure to do so.

The individual interviews may be conducted with all participants physically present in the same geographic location, or, at Iliff’s discretion, with all participants joining virtually through a video conferencing option.

Iliff may also adopt and apply other reasonable rules regarding decorum, provided they apply equally to the parties. Iliff will share expectations of decorum to be observed at all times in any meeting or proceeding under this Policy. These expectations are applied equally to all parties and advisors. Iliff has the discretion to remove, with or without prior warning, from any meeting or proceeding an involved party, witness, or advisor who does not comply with these expectations and any other applicable Iliff rules.

C. Evidence Review

At the conclusion of all fact-gathering, the Investigator will provide each party and their advisor, if any, the opportunity to review all relevant and not otherwise impermissible evidence gathered.

The purpose of the inspection and review process is to allow each party the equal opportunity to meaningfully respond to the evidence prior to conclusion of the investigation, to submit any additional relevant evidence, and the names of any additional witnesses with relevant information. This is the final opportunity to offer evidence, or names of witnesses. Given the sensitive nature of the information provided, Iliff will facilitate this review in a secure manner. None of the parties nor their advisors may copy, remove, photograph, print, image, videotape, record, or in any manner otherwise duplicate or remove the information provided. Any student or employee who fails to abide by this may be subject to discipline. Any advisor who fails to abide by this may be subject to discipline and/or may be excluded from further participation in the process.

The parties will have a minimum of 5 days to inspect and review the evidence and submit a written response in writing to the Investigator. Iliff will provide access to copies of the parties’ written responses to the Investigator to all parties and their advisors, if any. The Title IX Coordinator shall have the discretion to extend the evidence review period based on the volume and nature of the evidence. At the conclusion of the evidence review, when deemed appropriate by the Investigator, the Investigator shall then conduct any additional fact-gathering as may be necessary. If new, relevant evidence is gathered during this second fact-gathering period, the new evidence will be made available for review by the parties and their advisors. The parties shall have 5 days to provide a response to the newly-gathered evidence. No new evidence will be accepted as part of any response, except that the Investigator shall have the discretion to accept relevant evidence that was not previously available or
known to exist, and that was not previously discoverable with the exercise of reasonable diligence.

The Investigator will consider the parties’ written responses before finalizing the investigation report.

The Parties may each submit a written impact statement prior to the conclusion of the resolution process. The impact statement is not evidence and will be reviewed only after a determination of responsibility is reached.

D. Investigation Report

The Investigator, who may also serve as the Decisionmaker, shall evaluate the relevant and not impermissible evidence and make a factual determinations regarding each allegation, and also determine whether a violation of the Policy occurred. The Investigator may choose to place less or no weight upon statements by a party or witness who refused to respond to questions deemed relevant and not impermissible, or declined to participate. The Investigator will not draw an inference about whether sex-based harassment occurred based solely on a party’s or witness’s refusal to respond to questions. The Investigator shall prepare a report which shall include:

1. A description of the allegations of Prohibited Conduct;
2. Information about the policies and procedures used to evaluate the allegations;
3. A description of the procedural steps taken from the receipt of the complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, and methods used to gather other evidence;
4. An evaluation of the relevant and not otherwise impermissible evidence and the rationale for that evaluation;
5. Findings of fact for each allegation, with rationale; and
6. Conclusions regarding which section of this Policy or other Iliff policy, if any, the Respondent has or has not violated, with rationale.

This report shall be provided to the Title IX Coordinator. In the event that the Decisionmaker has determined that a violation of Iliff policy has occurred, the Title IX Coordinator shall then provide the report to the appropriate Sanctioning Officer to determine the sanction, and the Title IX Coordinator shall then determine the appropriate remedy(ies) for the Complainant and any impacted parties.

The Title IX Coordinator shall then provide the parties and their advisors, if any, with a written Notice of Outcome and a copy of the investigation report. The Notice of Outcome shall include:

1. A statement of, and rationale for, any disciplinary sanctions Iliff imposed on the Respondent;
2. A statement as to whether remedies will be provided to the Complaint;
3. For the Complainant, a description of any remedies that apply to the Complainant;
4. Iliff’s procedures and the permitted reasons for the parties to appeal, including identifying the Appeals Officer; and
5. How to challenge participation by the Appeals Officer for bias or conflict of interest, which the Title IX Coordinator will resolve in their sole discretion.

The determination regarding responsibility becomes final either on the date that Iliff provides the parties with the written determination of the result of any appeal, or, if no party appeals, the date on which an appeal would no longer be considered timely.

XIV. INVESTIGATION & DECISION-MAKING PROCEDURES IN CASES OF SEX-BASED HARASSMENT INVOLVING A STUDENT

This procedure is for all allegations of sex-based harassment involving a student as a party, regardless of the status of the other party.

A. Notice of Investigation

Prior to the start of an investigation, the Parties will be provided a written Notice of Investigation communicating the initiation of an investigation. Should additional allegations be brought forward, or information regarding location or date of the incident(s), a revised written Notice of Investigation shall be provided to all parties.

The Notice shall include, at a minimum:

1. Iliff’s investigation procedures, including the applicable determination procedure that will be used in this investigation and resolution, and a link to the relevant policies;
2. Information about the agreement-based resolution procedures, with a link to the full procedures;
3. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), a description of the facts alleged to constitute Prohibited Conduct, the type of Prohibited Conduct, and the date(s) and location(s) of the alleged incident(s);
4. A statement that retaliation is prohibited;
5. A statement indicating whether the Investigator, or another individual, shall serve as the Decisionmaker;
6. At the discretion of Iliff, the Investigator may serve as the Decisionmaker;
7. A statement indicating the expected length of the major stages of the resolution process, as well as any applicable deadlines;
8. A statement informing the parties that the Investigator will establish and communicate, in writing, all investigation deadlines, including the final deadlines for submitting names of witnesses, evidence, and relevant questions to ask a party or witness. These deadlines may be extended by the Title IX Coordinator for good cause, and any changes will be provided, in writing, to the parties, along with the rationale for the revised deadline(s);

9. A statement explaining the process for raising a challenge to the appointed resolution officer or Title IX Coordinator, and the deadline for doing so;

10. A statement that the Respondent is presumed not responsible for Prohibited Conduct until a determination is made at the conclusion of the resolution process. Prior to such a determination, the parties will have an opportunity to present relevant and not otherwise impermissible evidence to a trained, impartial Decisionmaker;

11. A statement that the parties may have an advisor of their choice who may be a friend, parent, therapist, colleague, or attorney;

12. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an investigation report that accurately summarizes this evidence.

14. The identification of the Decisionmaker; and

15. The date and time of the initial interview with the Investigator, with a minimum of five (5) days’ notice.

The Decisionmaker shall then determine, based upon the factual findings, whether a violation of this Policy occurred. The Decisionmaker shall prepare a report which shall include:

**B. Individual Interviews**

The Investigator will hold individual interviews with parties and witnesses to ask relevant and not otherwise impermissible questions and follow-up questions, including questions exploring credibility, and to request of the parties the names of relevant witnesses and relevant evidence. Only the Investigator and the party or witness may attend each individual interview. A party’s advisor may attend these meetings, subject to the rules described above. Additional attendees may be permitted at the discretion of the Title IX Coordinator in connection with an approved disability-related accommodation. All persons present at any time during any part of the investigation or resolution process are expected to maintain the privacy of the proceedings and not discuss or otherwise share any information learned as part of the grievance process and may be subject to further discipline for failure to do so.

The Investigator will then gather from parties, witnesses, and other sources, all relevant evidence.

At the initial interview with each party, the Investigator will invite the parties to provide, in writing and in advance of the individual interviews, questions to ask of the
parties and witnesses that are relevant and not otherwise permissible, including questions exploring credibility. Upon receiving the question list, the Investigator will determine whether a proposed question is relevant and not otherwise impermissible and will explain, in writing in advance of the individual interview, any decision to exclude a question as not relevant or otherwise impermissible. Questions that are unclear or harassing of the party or witness being questioned will not be permitted. The Investigator must give a party an opportunity to clarify or revise any question that the Investigator has determined is unclear or harassing and, if the party sufficiently clarifies or revises a question, the question will be asked.

An Investigator will not permit questions that are unclear or harassing of any party or witness being questioned.

Iliff will share expectations of decorum to be observed at all times in any meeting or proceeding under this Policy. These expectations are applied equally to all parties and advisors. Iliff has the discretion to remove, with or without prior warning, from any meeting or proceeding an involved party, witness, or advisor who does not comply with these expectations and any other applicable Iliff rules.

The individual interviews may be conducted with all participants physically present in the same geographic location, or, at Iliff’s discretion, with all participants joining virtually through a video conferencing option. All interviews will be recorded.

The Investigator will determine, in their sole discretion, whether parties and witnesses are likely to provide relevant information about the allegations and has the sole discretion to determine which parties and witnesses to call to an interview. The Investigator may conduct follow-up interviews as they deem appropriate.

C. Investigator Determination of Relevance

The Investigator will determine whether parties and witnesses are likely to provide relevant information about the allegations and has the sole discretion to determine which parties and witnesses to call to individual follow-up meetings. The Investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance. Character evidence is not relevant evidence, and therefore will not be considered. If the Decisionmaker is not the Investigator, the Decisionmaker is not bound by the Investigator’s determinations about relevance.

D. Evidence Review

At the conclusion of all fact-gathering, the Investigator will provide each party and their advisor the opportunity to review all relevant and not otherwise impermissible evidence gathered. In the event that an audio or audiovisual recording is shared, the recording will only be made available at an in-person and monitored meeting on
campus, and will not otherwise be transmitted for review, so as to maintain the privacy of those participating in the process.

The purpose of the inspection and review process is to allow each party the equal opportunity to meaningfully respond to the evidence prior to conclusion of the investigation, to submit any additional relevant evidence, and the names of any additional witnesses with relevant information. This is the final opportunity to offer evidence or names of witnesses. Evidence not provided during the investigation process will not be considered by the Decisionmaker. Given the sensitive nature of the information provided, Iliff will facilitate this review in a secure manner. None of the parties nor their advisors may copy, remove, photograph, print, image, videotape, record, or in any manner otherwise duplicate or remove the information provided. Any student or employee who fails to abide by this may be subject to discipline. Any advisor who fails to abide by this may be subject to discipline and/or may be excluded from further participation in the process.

The parties will have a minimum of 5 days to inspect and review the evidence and submit a written response in writing to the Investigator. The Title IX Coordinator shall have the discretion to extend the evidence review period based on the volume and nature of the evidence.

When deemed appropriate by the Investigator, the investigator shall then conduct any additional fact-gathering as may be necessary. If new, relevant evidence was submitted as part of evidence review, or is gathered during this second fact-gathering period, the new relevant evidence will be made available for review by the parties and their advisors. The parties shall have 5 days to provide a response to the newly-gathered evidence. No new evidence will be accepted as part of any response, except that the investigator shall have the discretion to accept relevant evidence that was not previously available or known to exist, and that was not previously discoverable with the exercise of reasonable diligence.

The Investigator will consider the parties’ written responses before finalizing the investigation report.

E. Determination

The Investigator may serve as the Decisionmaker. The Decisionmaker shall evaluate the relevant and not impermissible evidence and make a factual determination regarding each allegation.

The Decisionmaker may choose to place less or no weight upon statements by a party or witness who refused to respond to questions deemed relevant and not otherwise impermissible, or who was not available, despite reasonable diligence, for a follow-up interview. The Decisionmaker will not draw an inference about whether sex-
based harassment occurred based solely on a party’s or witness’s refusal to respond to questions.

1. A description of the alleged sex-based harassment;
2. A reference to the policies and procedures used to evaluate the allegations;
3. Description of all procedural steps taken to date;
4. The Decisionmaker’s evaluation of the relevant evidence along with the finding of facts;
5. Determinations for each allegation, with the rationale;
6. Sanction determination (if applicable);
7. Whether remedies will be provided; and
8. The procedures for an appeal.

This report shall be provided to the Title IX Coordinator. In the event that the Decisionmaker has determined that a violation of Iliff policy has occurred, the Title IX Coordinator shall then provide the report to the appropriate Sanctioning Officer to determine the sanction, and the Title IX Coordinator shall then determine the appropriate remedy(ies) for the Complainant and any impacted parties.

1. **Sanctioning Officer or Designee for Student Respondents:** Cathie Kelsey, Interim Senior VP for Academic Affairs and Interim Dean of the Faculty;
2. **Sanctioning Officer or Designee for Staff Respondents:** Jason Warr, VP of Business/ Campus Safety Coordinator; or
3. **Sanctioning Officer or Designee for Faculty:** Cathie Kelsey, Interim Senior VP for Academic Affairs and Interim Dean of the Faculty.

The Title IX Coordinator shall then provide the parties and their advisors, if any, with a written Notice of Outcome and a copy of the Decisionmaker’s report.

The Notice of Outcome shall include:

1. Any disciplinary sanctions for the Respondent;
2. Whether remedies will be provided;
3. And the procedures for appeal.

In addition, the Complainant shall be informed of any remedies that apply to the Complainant.

The Title IX Coordinator will provide each party, and their advisor, written communication regarding the decision, the sanction determination, and the procedures for appeal, along with a copy of the Investigation Report. The Title IX Coordinator will also provide written communication to the Complainant regarding any appropriate remedies.

**XV. REMEDIES & SANCTIONS**
Remedies must be designed to restore or preserve equal access to Iliff’s education program or activity.

A student found responsible for a violation of this Policy will be subject to sanction(s) regardless of whether legal proceedings involving the same incident are underway or anticipated. An employee found responsible for a violation of this Policy will be subject to sanction(s) up to and including termination of employment.

Possible sanctions and remedies that Iliff may implement following any determination of responsibility include: expulsion, withdrawal of an awarded degree, a no contact order, written warning, suspension, a fine, restitution, community service, probation, reference to counseling, termination of employment, and notation in the Respondent’s official student or personnel file of the fact of a violation and the sanction.

The Title IX Coordinator is responsible for effective implementation of any remedies.

**Failure to Complete Sanctions/Comply with Responsive Actions**

All responding parties are expected to comply with conduct sanctions/responsive actions/corrective actions within the timeframe specified by Iliff. Responding parties needing an extension to comply with their sanctions must submit a written request to the Title IX Coordinator stating the reasons for needing additional time.

Failure to follow through on conduct sanctions/responsive actions/corrective actions by the date specified, whether by refusal, neglect or any other reason, may result in additional sanctions/responsive actions/corrective actions, such as suspension, expulsion, termination, or a transcript notation. Students who fail to comply will be referred to the Office of the Dean in accordance with Iliff’s Student Code of Conduct found in the Masters Student Handbook.

**XVI. APPEALS**

Determinations may be appealed in writing by either party. Appeals will be sent to the Title IX Coordinator, who will then send the appeal to the designated Appeals Officer assigned to conduct a written review of the appeal(s) and to make a final determination. Appeals must be in writing and filed within ten (10) days following the issuance of the Notice of Outcome.

When an appeal is filed, the other party shall be notified and provided with a copy of the filed appeal within one (1) day and have five (5) days to respond to the appeal in writing. Any party’s decision not to submit a reply to an appeal is not evidence that the non-appealing party agreed with the appeal.
Within three (3) days of an Appeal Officer being assigned, either party may provide written objection to the Appeal Officer on the basis of an actual bias or conflict of interest. Any objection is to be sent to the Title IX Coordinator. Should the Title IX Coordinator determine that there is an actual bias or conflict of interest, the Title IX Coordinator will appoint another Appeal Officer.

Appeals may be filed only on the following three grounds:

1. **Procedural Error**: A procedural error occurred would change the outcome. A description of the error and its impact on the outcome of the case must be included in the written appeal; or

2. **New Evidence**: New evidence or information has arisen that was not available or known to the party during the investigation, that would change the outcome. Information that was known to the party during the resolution process but which they chose not to present is not considered new information. The new evidence, an explanation as to why the evidence was not previously available or known, and an explanation of its potential impact on the investigation findings must be included in the written appeal; or

3. **Actual Conflict of Interest or Demonstrated Bias**: The Title IX Coordinator, Investigator, or others with a role in the process with an actual conflict of interest or demonstrated bias for or against Complainants or Respondents generally, or the individual Complainant or Respondent, that would change the outcome. Any evidence supporting the alleged conflict of interest or demonstrated bias must be included in the written appeal.

   The Appeal Officer will make a determination regarding the appeal and communicate that decision, along with a rationale for the decision to the Title IX Coordinator who will communicate the Appeal Officer's decision to the parties. The decision of the Appeals Officer is final.

**XVII. PROHIBITION AGAINST RETALIATION**

   No one may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right established by this Policy or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy.

   Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or complaint of sexual harassment, for the purpose of interfering with any right under this Policy constitutes retaliation.
The exercise of rights protected under the First Amendment does not constitute retaliation prohibited under this section.

Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this Policy does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XVIII. RECORD RETENTION

In implementing this Policy, records of all reports and resolutions will be kept by the Title IX Coordinator in accordance with the applicable Iliff records retention schedule. All records will be afforded the confidentiality protections required by law, including but not limited to the Family Educational Rights and Privacy Act governing confidentiality of student information. This means that Iliff will protect the party’s privacy consistent with this Policy but may disclose information to those who have a legitimate need to know and in order to process complaints under this Policy.

XIX. ADDITIONAL ENFORCEMENT INFORMATION

The U.S. Equal Employment Opportunity Commission (EEOC) investigates reports of unlawful harassment, discrimination, and retaliation, including sex-based harassment, in employment.

The U.S. Department of Education, Office for Civil Rights (OCR) investigates complaints of unlawful discrimination and harassment of students and employees in education programs or activities.

Questions about Title IX may be referred to the Title IX Coordinator or to the assistant secretary for civil rights:

Office for Civil Rights (OCR)
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-1100
Customer Service Hotline #: (800) 421-3481
Facsimile: (202) 453-6012
TDD#: (877) 521-2172
Email: OCR@ed.gov
Web: http://www.ed.gov/ocr
XX. POLICY REVIEW & REVISION

These policies and procedures will be reviewed and updated regularly by the Title IX Coordinator. The Title IX Coordinator will submit modifications to this Policy in a manner consistent with institutional policy upon determining that changes to law, regulation or best practices require policy or procedural alterations not reflected in this Policy and procedure. Procedures in effect at the time of its implementation will apply. The Policy definitions in effect at the time of the conduct will apply even if the Policy is changed subsequently, unless the parties consent to be bound by the current Policy.
This Policy may be revised at any time without notice. All revisions supersede prior policy and are effective immediately upon posting to Iliff website.

This Policy is effective as of August 1, 2024.

XXI. KEY DEFINITIONS

Advisor: Each party has the right to choose and consult with an advisor of their choice at their own expense. The advisor may be any person, including a friend, family member, therapist, union representative, or an attorney. Iliff will not limit their choice of advisor. Parties in this process may be accompanied by an advisor of choice to any meeting or proceeding to which they are required or are eligible to attend. Except where explicitly stated by this Policy, advisors shall not participate directly in the process. Iliff will provide the parties equal access to advisors; any restrictions on advisor participation will be applied equally.

An Advisor may not represent, advocate, or speak on behalf of a Complainant or Respondent. An Advisor may not disrupt or impede any resolution proceeding.

Affirmative Consent: means affirmative, conscious, and voluntary agreement to engage in sexual activity. It is the responsibility of each person involved in the sexual activity to ensure that they have the affirmative consent of the other or others to engage in the sexual activity. Affirmative consent must be ongoing throughout a sexual activity and can be revoked at any time.

1. Lack of protest or resistance does not mean consent;
2. Silence does not mean consent;
3. The existence of a dating relationship between the persons involved, or the fact of past sexual relations between them, should never by itself be assumed to be an indicator of consent;
4. It shall not be a valid excuse that the Respondent believed that the Complainant affirmatively consented to the sexual activity if the Respondent knew or reasonably should have known that the Complainant was unable to consent to the sexual activity under any of the following circumstances:

Affirmative Consent cannot be given if any of the following are present: Incapacitation, Force, or Coercion.

Coercion/Force: Consent cannot be procured by the use of physical force, compulsion, threats, intimidating behavior, or coercion. Sexual activity accompanied by coercion or force is not consensual.

1. Coercion refers to unreasonable pressure for sexual activity. When someone makes it clear that they do not want to engage in sexual activity or do not want to go beyond a certain point of sexual interaction, continued pressure beyond that point can be considered coercive. The use of coercion can involve the use
of pressure, manipulation, substances, or force. Ignoring objections of another person is a form of coercion.

2. Force refers to the use of physical violence or imposing on someone physically to engage in sexual contact or intercourse. Force can also include threats, intimidation (implied threats), or coercion used to overcome resistance.

**Complaint:** A complaint means an oral or written request to Title IX Coordinator that objectively can be understood as a request for Iliff to investigate and make a determination about alleged sex discrimination under this Policy. A complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail (email), by using the contact information listed on the Title IX/Equal Opportunity website (LINK), or as described in this Policy. Individuals who would like more information about filing a complaint are invited to contact the Title IX Coordinator for additional information.

**Complainant:** Any individual who has reported being or is alleged to be impacted by Prohibited Conduct as defined by this Policy, and who was participating in a Iliff program or activity (or attempting to participate) at the time of the alleged misconduct.

**Confidential Resources:** any individual identified by Iliff who receives information about conduct prohibited under this Policy in their confidential capacity and who are privileged under state law will not report prohibited conduct disclosed to them without written consent. Designation as a confidential resource under this Policy only exempts such individuals from reporting to the Title IX Coordinator. It does not affect other mandatory reporting obligations under state child abuse reporting laws, the Clery Act as a campus security authority, or other laws that require reporting to campus or local law enforcement.

**Decisionmaker:** Trained professional designated by Iliff to decide responsibility, sanction, or appeals. A Decisionmaker may be one person or a panel of multiple people as determined by Iliff. When there is no hearing, the Investigator may be appointed as the Decisionmaker.

**Disclosure or Report:** A disclosure or report may be made by anyone, whether they learned about conduct potentially constituting sex discrimination under this Policy, or whether they personally experienced such conduct. A person making a disclosure or report may or may not be seeking to initiate an investigation.

**Education Program or Activity:** Iliff’s “education program or activity” includes all campus operations, including off-campus settings that are operated or overseen by Iliff: including, for example, field trips, online classes, and athletic programs; conduct subject to Iliff’s disciplinary authority that occurs off-campus; conduct that takes place via Iliff-sponsored electronic devices, computer and internet networks and digital platforms operated by, or used in the operations of, Iliff. Conduct that occurs outside of the
education program or activity may contribute to a hostile environment within the
program or activity.

Finding: a written conclusion by a preponderance of the evidence, issued by an
Investigator, that the conduct did or did not occur as alleged.

Incapacitation occurs when someone cannot make rational, reasonable decisions
because they lack the capacity to give knowing and informed consent (e.g., to
understand the “who, what, when, where, why, and how” of their sexual interaction).
Incapacitation is determined through consideration of all relevant indicators of a
person’s state and is not synonymous with intoxication, impairment, or being under the
influence of drugs or alcohol. This Policy also covers a person whose incapacity results
from temporary or permanent physical or mental health condition, involuntary physical
restraint, and/or the consumption of incapacitating drugs, or who are sleeping.

No-Contact Directive: A No Contact Directive is a document issued by Iliff
administrator that is designed to limit or prohibit contact or communications between the
parties. A No-Contact Directive may be mutual or unilateral, with the exception that a
No-Contact Directive issued as either a sanction or remedy shall be unilateral,
directing that the Respondent not contact the Complainant.

When requested by a Complainant or otherwise determined to be appropriate,
Iliff shall issue an interim, unilateral no-contact directive prohibiting the Respondent from
contacting the complaint during the pendency of the decision-making process under this
Policy, including any appeal.

Upon issuance of an interim no-contact directive, Iliff shall provide the parties
with a written justification for the directive and an explanation of the terms of the
directive, including the circumstances, if any, under which a violation could be subject to
disciplinary action.

Where a unilateral no-contact directive is issued after a decision of responsibility,
it shall only apply against the party found responsible.

Notice: All notices under this Policy are written and sent to the student or
employee’s assigned Iliff email address or delivered via Certified Mail to the local or
permanent address(es) of the parties as indicated in official Iliff records, or
personally delivered to the intended recipient.

Remedies: Remedies means measures provided, as appropriate, to a Complainant
or any other person Iliff identifies as having had their equal access to Iliff ’s
education program or activity limited or denied by sex discrimination or other
prohibited conduct covered by this Policy. These measures are provided to restore
or preserve that person’s access to the education program or activity after a Iliff
determines that sex discrimination occurred. Only the Complainant will be informed
of any remedies pertaining to them. Some examples are academic support and/or opportunity to retake a class or resubmit work or time extensions on course or degree completion, or non-academic support such as counseling, or changes to work assignments or locations. The Title IX Coordinator is responsible for implementation of remedies.

**Respondent:** an individual, or group of individuals such as a student organization, who has been reported to be the perpetrator of conduct that could constitute Prohibited Conduct under this policy; or retaliation for engaging in a protected activity.

**Sanctions:** One or more of the sanctions or disciplinary steps listed here may be imposed on a Respondent who is found responsible for a violation of Iliff’s policies. Sanctions or disciplinary steps not listed here may be imposed in consultation with the Title IX Coordinator.

The form of sanction or discipline used will depend on the nature of the offense, as well as any prior disciplinary history. Such discipline or sanction will be imposed pursuant to and in accordance with any and all applicable Iliff rules, policies, and procedures. Factors considered when determining a sanction/responsive action may include:

1. The nature, severity of, and circumstances surrounding the violation;
2. An individual's disciplinary history;
3. Previous grievances or allegations involving similar conduct;
4. The need for sanctions/responsive actions to bring an end to the sex discrimination or retaliation;
5. The need for sanctions/responsive actions to prevent the future recurrence of sex discrimination or retaliation;
6. The need to remedy the effects of the sex discrimination or retaliation on the victim and the campus community.

Student sanctions imposed are implemented when the decision is final (after an appeal, or, if there was no appeal, after the appeals period expires).

Faculty found responsible for violating this Policy may be referred to the appropriate academic official for any other applicable processes.

**Student:** Any person who has (or will have) attained student status by way of:

1. Admission, housing or other service that requires student status.
2. Registration for one or more credit hours.
3. Enrollment in any non-credit, certificate or other program offered by Iliff.

**Supportive Measures:** Individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for
punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to:

1. Restore or preserve that party’s access to Iliff ’s education program or activity, including measures that are designed to protect the safety of the parties or Iliff’s educational environment; or
2. Provide support during Iliff’s grievance procedures or during an alternative resolution process.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; no-contact directives (which may be mutual or unilateral at the discretion of the Title IX Coordinator); and training and education programs related to sex-based harassment. Supportive measures are non-disciplinary and non-punitive. Supportive Measures will also be offered to Respondents when they are notified of the allegations.

Any Supportive Measures put in place will be kept confidential, except when doing so impairs the ability of Iliff to provide the Supportive Measures.

Iliff will offer and coordinate supportive measures as appropriate for the parties as applicable to restore or preserve their access to Iliff’s program or activity or provide support during Iliff’s alternative resolution process or grievance procedures. Prohibited Conduct under this Policy have the right to request supportive measures from Iliff regardless of whether they desire to make a complaint or seek alternative resolution.

A party may challenge Iliff’s decision to provide, deny, modify, or terminate supportive measures when such measures are applicable to them. An impartial employee will be designated to consider modification or reversal of Iliff’s decision to provide, deny, modify, or terminate supportive measures. When the individual providing Supportive Measures is a Deputy Title IX Coordinator or other individual identified by the Title IX Coordinator to provide Supportive Measures, the Title IX Coordinator will be designated to consider the challenge regarding supportive measures. The impartial employee will typically respond to the challenge within five (5) days.

The Title IX Coordinator has the discretion to implement or modify supportive measures. Violation of the parameters of supportive measures may violate existing codes or handbooks.