



**CONNECTICUT STATE COLLEGES AND UNIVERSITIES  
INTERIM RESOLUTION PROCESS PROCEDURES  
FOR THE DISCRIMINATORY HARASSMENT,  
NONDISCRIMINATION, AND TITLE IX POLICY**

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**Section 1: General Information**

The Connecticut State Colleges and Universities (CSCU) will act on any Report or Complaint of a potential violation of the Interim Discriminatory Harassment, Nondiscrimination, and Title IX Policy (“the Policy”) that is received by a Title IX/Equity Coordinator (or their designees) or any other Mandated Reporter by applying the Resolution Process below. These procedures apply to all allegations of discrimination on the basis of an actual or perceived protected characteristic, harassment, retaliation involving students, staff, administrators, faculty members, or third parties. Unionized/other categorized employees are subject to the terms of their agreements/employees’ rights to the extent those agreements do not conflict with federal or state compliance obligations.

CSCU will take actions to promptly and effectively end any discrimination, harassment, and/or retaliation, and will treat Parties equitably. CSCU will take reasonable steps to protect the privacy of the Parties and any witnesses, provided that it does not restrict the ability of the Parties to obtain and present evidence, including by speaking to witnesses without engaging in retaliation or consult with family members, confidential persons, or Advisors, or otherwise prepare for or participate in these Procedures.

## Application of Policies

These Procedures apply to the following CSCU Board of Regents Policies:

- Affirmative Action and Equal Employment Opportunity Policy Statement ([Policy 4.5](#))
- Interim Discriminatory Harassment, Nondiscrimination, and Title IX Policy ([Policy 4.13](#))

## Definitions of Key Terms

- **Advisor.** Any person chosen by a Party who may accompany the party to all meetings related to these Procedures and advise the Party on the process.
- **Appeal Decision-maker.** The person or panel who accepts or rejects a submitted appeal request, determines whether any of the grounds for appeal are met, and directs responsive action(s), accordingly.
- **College or University.** Any of the institutions within CSCU, including Central Connecticut State University, Charter Oak State College, Connecticut State Community College, Eastern Connecticut State University, Southern Connecticut State University, and Western Connecticut State University.
- **Complainant.** A student or employee who is alleged to have been subjected to conduct that could constitute discrimination, harassment, and/or retaliation under the Policy; or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute discrimination, harassment, and/or retaliation under the Policy and who was participating or attempting to participate in CSCU's education program or activity at the time of the alleged discrimination, harassment and/or retaliation.
- **Complaint.** An oral or written request to CSCU that can objectively be understood as a request for CSCU to investigate and make a determination about allegations of discrimination, harassment, and/or retaliation under the Policy.
- **CSCU.** The Connecticut State Colleges and Universities, which includes the CSCU system office, and any and all specific Colleges or Universities within the CSCU. For purposes of the Policy, the term "CSCU" could mean the CSCU system or any College or University interchangeably.
- **Day.** A business day when CSCU is in normal operation. All references in these Procedures to days refer to business days unless specifically noted as calendar days.
- **Final Decision-maker.** The person who participates in Final Questioning Meetings and determines what sanctions should be applied (where applicable).
- **Education Programs and Activities.** Locations, events, or circumstances in which CSCU exercises substantial control over both the Respondent and the context in which the conduct occurred.
- **Employee.** A person employed by CSCU either full- or part-time, including student employees when acting within the scope of their employment.
- **Familial Status.** The configuration of one's family or one's role in a family.
- **Final Determination.** A conclusion by the standard of proof that the alleged conduct did or did not violate the Policy.

- **Finding.** A conclusion by the standard of proof that the conduct did or did not occur as alleged (as in a “finding of fact”).
- **Informal Resolution.** A resolution to a Report or Complaint agreed to by the Parties and CSCU that occurs prior to a final determination in the Resolution Process.
- **Investigation Report.** The Investigator’s summary of all relevant evidence gathered during the investigation. Variations include the Draft Investigation Report and the Final Investigation Report.
- **Investigator(s).** The person(s) authorized by CSCU to gather facts about an alleged violation of the Policy, assess relevance and credibility, synthesize the evidence, and compile this information into an Investigation Report. The Investigator(s) determines Findings and makes the Final Determination.
- **Marital Status.** The state of being married or unmarried.
- **Parental Status.** The status of a person who, with respect to another person who is under the age of 18,<sup>1</sup> is a biological, adoptive, foster, or stepparent; a legal custodian or guardian; in loco parentis with respect to such a person; or actively seeking legal custody, guardianship, visitation, or adoption of such a person.
- **Parties.** The Complainant(s) and Respondent(s), collectively.
- **Pregnancy or Related Conditions.** Pregnancy, childbirth, termination of pregnancy, or lactation, medical conditions related thereto, or recovery therefrom.
- **Protected Characteristic.** Any characteristic for which a person is afforded protection against discrimination and/or harassment by law or CSCU Policy.
- **Reasonable Modifications.** Individualized modifications to CSCU’s policies, practices, or procedures that do not fundamentally alter CSCU’s education program or activity.
- **Relevant Evidence.** Evidence that may aid in determining whether the alleged discrimination, harassment, and/or retaliation occurred, or in determining the credibility of the Parties or witnesses.
- **Remedies.** Typically, post-resolution actions directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore or preserve equal access to CSCU’s education program and activity.
- **Report.** When a faculty, staff, student, or third party informs CSCU of conduct that reasonably may constitute discrimination, harassment, and/or retaliation under the Policy.
- **Resolution Process.** The investigation and resolution, including informal resolution, of allegations of discrimination, harassment, and/or retaliation under the Policy.
- **Respondent.** A person who is alleged to have engaged in conduct that could constitute discrimination based on a protected characteristic, harassment, or retaliation for engaging in a protected activity under the Policy.
- **Sanction.** A consequence imposed on a Respondent who is found to have violated the Policy.

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<sup>1</sup> Or a person who is 18 or older but who is incapable of self-care because of a mental or physical disability.

- **Sex.** Sex assigned at birth, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- **Supportive Measures.** Non-disciplinary, non-punitive individualized services offered as appropriate and reasonably available. They are offered, without fee or charge to the Parties, to restore or preserve access to CSCU’s education program or activity, including measures designed to protect the safety of all Parties and/or the CSCU educational environment and/or to deter discrimination, harassment, and/or retaliation.
- **Title IX/Equity Coordinator.** At least one official designated by a College or University to ensure compliance with Title IX and other federal and state civil rights laws and institutional compliance with the Policy. References to the Title IX/Equity Coordinator throughout these Procedures may include the Title IX/Equity Coordinator’s designee.

### **Title IX/Equity Coordinators and Deputy Title IX/Equity Coordinators**

CSCU has identified the Executive Director of EEO and Civil Rights/Title IX Coordinator to support the System’s compliance with federal, state, and other civil rights laws and policies. Each College or University has identified a Title IX/Equity Coordinator to coordinate civil rights compliance and the Resolution Process.<sup>2</sup> The Vice-President of Diversity, Equity and Inclusion serves as the Title IX/Equity Coordinator for Connecticut State Community College (“CCSC”). Each CSCC campus has a Deputy Title IX/Equity Coordinator to support civil rights compliance and programming for their institution.

#### **System Office:**

**Kim Pacelli**, Interim Title IX Coordinator (Executive Director of EEO and Civil Rights/Title IX Coordinator)  
 (610) 993-0229 x1018  
 61 Woodland Street, Hartford, CT 06105  
 kim.pacelli@tngconsulting.com  
<https://www.ct.edu/hr/nondiscrimination>

#### **Central Connecticut State University:**

**Jill Bassett Cameron**, Senior Equity & Title IX Coordinator (Title IX/Equity Coordinator)  
 (860) 832-1653  
 Davidson Hall, Room 1993  
 Jbassett-cameron@ccsu.edu  
<https://www.ccsu.edu/OEI>

#### **Charter Oak State College:**

**David Ferreira**, Provost (Title IX/Equity Coordinator)  
 (860) 515-3727  
 185 Main Street, New Britain, CT 06051  
 dferreira@charteroak.edu  
<https://www.charteroak.edu/student-conduct-title-ix/>

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<sup>2</sup> Note that individuals who serve as Title IX/Equity Coordinator for the institutions may have additional job titles and functions, as well. Although other staff from a College/University may support the Policy and these Procedures, all faculty and staff are always encouraged to coordinate efforts with their College/University Title IX/Equity Coordinator.

**Eastern Connecticut State University:**

**Sara Madera**, Director of Institutional Equity/Title IX Coordinator (Title IX/Equity Coordinator)  
(860) 465-5012  
Gelsi-Young, Room 253  
maderas@easternct.edu  
<https://www.easternct.edu/equity-and-diversity/titleix.html>

**Southern Connecticut State University:**

**Paula Rice**, Director of Diversity & Equity Programs/Title IX Coordinator (Title IX/Equity Coordinator)  
(203) 392-5568  
501 Crescent Street, Engleman B110G, New Haven, CT 06515  
ricep1@southernct.edu  
<https://inside.southernct.edu/diversity>

**Western Connecticut State University:**

**Scott Towers**, Interim Title IX Coordinator/Price Center Coordinator (Title IX/Equity Coordinator)  
(203) 837-8444  
181 White Street, Danbury, CT 06810  
towerss@wcsu.edu  
<https://www.wcsu.edu/diversity/what-is-title-ix-and-cart/>

**Connecticut State Community College (“CT State”):**

**John-Paul Chaisson-Cardenas**, Vice President of Diversity, Equity, and Inclusion, Title IX Coordinator, and Chief Diversity Officer (Title IX/Equity Coordinator)  
(860) 612-7056  
185 Main Street, New Britain, CT 06051  
jchaisson-cardenas@commnet.edu  
<https://ctstate.edu/life-at-ct-state/dei>

*Office of Equity and Civil Rights (ECR)*  
Connecticut State Community College  
185 Main Street, New Britain, CT 06051  
Nicholas D’Agostino, Director of Equity and Civil Rights  
(860) 723-0727  
NDagostino@commnet.edu  
<https://ctstate.edu/life-at-ct-state/dei/ecr>

**CT State Deputy Title IX/Equity Coordinators:**

<https://ctstate.edu/life-at-ct-state/dei/odei-staff>

*Asnuntuck:* Dawn Bryden, Room 101, dbryden@asnuntuck.edu, (860) 253-1277

*Capital:* Jason Scappaticci, Room 210, jscappaticci@ccc.commnet.edu, (860) 906-5086

*Gateway:* Alese Mulvihill, Room N-220, amulvihill@gwcc.commnet.edu, (203) 285-2210

*Housatonic:* Yannick Brookes, Lafayette Hall Room 118, YBrookes@housatonic.edu or HC-TitleIX@housatonic.edu, (203) 332-5108

*Manchester:* Trent “T.J.” Barber, Lowe 287, tbarber@manchestercc.edu, (860) 512-3203

*Middlesex:* Sara Hanson, Founders Hall, Room 107, SHanson@mxcc.edu, (860) 343-5883

*Naugatuck Valley:* Sarah Gager, Kinney Hall, Room 509, sgager@nv.edu, (203) 575-8086

*Northwestern:* Ruth Gonzalez, Goulet Building, 56 Park Place, rgonzalez@nwcc.edu, (860) 783-6315

*Norwalk*: Tony Peffer, Room W106, gpeffer@norwalk.edu, (203) 857-7309

*Quinebaug Valley*: Tanaya Walters, Office E233, twalters@gvcc.edu, (860) 932-4184

*Tunxis*: Sydney Lake, Office 1-116, slake@tunxis.edu, (860) 773-1644

## **Rights of Parties**

Parties have the following rights under these procedures:

- The opportunity to request that a Resolution Process, including an investigation, begin promptly.
- An equitable investigation and resolution of all credible allegations of prohibited discrimination, harassment, and/or retaliation when reported in good faith to CSCU officials.
- Timely written notice of all alleged violations, including the identity of the Parties involved (if known), the specific misconduct being alleged, the date and location of the alleged misconduct (if known), the implicated Policies and procedures, and possible sanctions.
- The right to have individuals leading the Resolution Process who have been trained annually in the area relevant to the complaint (i.e., discrimination, harassment, and/or retaliation).
- The right to have an Advisor or support person of their choosing (e.g., union representative) accompany them to any meetings, interviews, or proceedings throughout the process, as long as the involvement of the Advisor or support person does not unduly delay, postpone, or disrupt the proceedings.
- The right to present evidence and witnesses on their behalf.
- The right to receive written notice of the results of the investigation or outcome within a reasonable timeframe.
- The right to request an appeal or review of the outcome.
- Be informed of options to notify proper law enforcement authorities, including on-campus and local police, and the option(s) to be assisted by the CSCU in notifying such authorities, if the Party chooses. This also includes the right to not be pressured to report.
- Have all personally identifiable information protected from the CSCU's release to the public without consent, except to the extent permitted by law.

## **False Accusations**

Deliberately false and/or malicious accusations are a serious offense and could be subject to appropriate disciplinary action. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a determination of a Policy violation. Additionally, witnesses and Parties who knowingly provide false evidence, tamper with or destroy evidence, or deliberately mislead an official conducting an investigation or resolution process can be subject to discipline under appropriate CSCU or College/University policies.

## **Amnesty**

CSCU encourages the reporting of misconduct and crimes. Sometimes, Complainants or witnesses are hesitant to make a Report or Complaint to CSCU officials or participate in the Resolution Process because they fear that they themselves may be in violation of CSCU policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons. It is in the best interests of the CSCU community that Complainants report misconduct to CSCU officials, that witnesses come forward to share what they know, and that all Parties be forthcoming during the process. To encourage reporting and participation in the process, CSCU

maintains a practice of offering students amnesty from minor policy violations, such as illegal alcohol consumption or the use of illicit drugs, related to the incident. Granting amnesty is a discretionary decision made by the CSCU, and amnesty does not apply to more serious allegations, such as physical abuse of another or illicit drug distribution.

### **Preservation of Evidence**

The preservation of evidence may be critical to potential criminal prosecution and to obtaining restraining/protective orders, and it is particularly time sensitive. CSCU will inform the Complainant of the importance of preserving evidence by taking actions such as the following:

#### Sexual Assault

- Seek forensic medical assistance at the nearest hospital, ideally within 120 hours of the incident (sooner is better).
- Avoid urinating, showering, bathing, washing hands or face, or douching, if possible, but evidence may still be collected even if you do.
- If oral sexual contact took place, refrain from smoking, eating, drinking, or brushing teeth.
- If clothes are changed, place soiled clothes in a paper bag (plastic destroys evidence) or a secure evidence container (if provided one by law enforcement)
- Seeking medical treatment can be essential, even if it is not for the purposes of collecting forensic evidence.

#### Stalking/Dating Violence/Domestic Violence/Sex-Based Harassment

- Evidence in the form of text and voice messages may be lost in most cases if a Party changes their phone number.
  - Make a secondary recording of any voice messages and/or save the audio files to a cloud server.
  - Take screenshots and/or a video recording of any text messages or other electronic messages (e.g., Instagram, Snapchat, Facebook).
- Save copies of email and social media correspondence, including notifications related to account access alerts.
- Take timestamped photographs of any physical evidence, including notes, gifts, etc., in their original place when possible.
- Save copies of any messages, including those showing any request for no further contact.
- Obtain copies of call logs showing the specific phone number being used rather than a saved contact name if possible.

During the initial meeting between the Complainant and a Title IX/Equity Coordinator, the importance of taking these actions will be discussed, if timely.

### **Communication Generally**

Per CSCU's [Information Technology Electronic Communication Policy](#) (BOR Policy 5.3.b), all written communication from CSCU officials regarding the Resolution Process will be delivered to the CSCU/College/University e-mail accounts of students and employees. If a person involved in the Resolution Process is not a student or employee, reasonable means will be used to contact them.



## **Section 2: Reporting**

### **Making a Report or Complaint**

A Report provides notice to CSCU of an allegation or concern about discrimination, harassment, and/or retaliation and provides an opportunity for the Title IX/Equity Coordinator to provide information, resources, and supportive measures. A Complaint provides notice to CSCU that the Complainant would like to initiate an investigation or other appropriate resolution procedures. An individual may initially make a Report and may decide at a later time to make a Complaint.

Reports or Complaints of discrimination, harassment, and/or retaliation may be directed to the Title IX/Equity Coordinator for the College/University (see above). Reports or Complaints can be made directly to the Title IX/Equity Coordinator at any time (including during non-business hours) by mail, phone, e-mail, or in person. Additionally, a College/University may choose to maintain secure, on-line forms to receive Reports; those online forms may be found at the College/University websites listed above.

Reporting carries no obligation to initiate a Complaint, and in most situations, CSCU may be able to respect a Complainant's request to not initiate the Resolution Process. However, there may be circumstances, such as pattern behavior, allegations of severe misconduct, or a compelling threat to health and/or safety, where CSCU may need to initiate the Resolution Process.

Anonymous reports are accepted, but anonymous reports may give rise to a need to try to determine the Parties' identities. Anonymous reports typically limit the CSCU's ability to investigate, respond, and provide remedies, depending upon what information is shared. Measures intended to protect the community or address or mitigate harm may be pursued. If an individual initially makes an anonymous report and later chooses to identify themselves by making a Report or Complaint, they may do so by contacting the Title IX/Equity Coordinator or the Deputy Title/Equity Coordinator (or for CT State, any official in the Office of Equity and Civil Rights).

Filing a report through these procedures has no bearing on other reporting procedures. Complainants may concurrently file reports with law enforcement, other state agencies (listed in the [Policy](#)), and any other entity as appropriate to their circumstances. Complainants will also never be required to file a report with another agency in order to make a Report to CSCU.

### **Mandated Reporting and Confidential Employees**

All CSCU employees (including student-employees), other than those deemed Confidential Employees below, are Mandated Reporters and are expected to promptly report all known details of actual or suspected discrimination, harassment, and/or retaliation to the Title IX/Equity Coordinator immediately.

Complainants and other individuals should consider whether they share personally identifiable details with Mandated Reporters, as those details must be shared with the Title IX/Equity Coordinator. A Complainant who desires formal action in response to their allegations may report to any Mandated Reporter, who can connect them with resources to report alleged crimes and/or Policy violations, and Mandated Reporters will immediately notify the Title IX/Equity Coordinator (and/or police, if desired by the individual or required by law), who will act when an incident is reported to them.

CSCU makes every effort to preserve the Parties' privacy. Information related to a Report or Complaint will be shared with a limited number of CSCU employees who "need to know" in order to assist in providing supportive measures or evaluating, investigating, or resolving a Report or Complaint. All

employees who are involved in the CSCU's procedures under the Policy receive specific training and guidance about sharing and safeguarding private information in accordance with federal and state law. CSCU will not share the identity of any individual who has made a Report or Complaint; any Complainant; any individual who has been reported to be the perpetrator of discrimination, harassment, and/or retaliation; any Respondent; or any witness, except as permitted by, or to fulfill the purposes, of applicable laws and regulations (e.g., Title IX), Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, or as required by law; including any investigation, or resolution proceeding arising under the Policy.

**Confidential Employees.**<sup>3</sup> To enable individuals to access support and resources without filing a Complaint, CSCU has designated specific employees as Confidential Employees. Those designated by CSCU as Confidential Employees for purposes of the Policy are not required to report actual or suspected discrimination, harassment, and/or retaliation in a way that identifies the reporting individual. They will, however, provide individuals with the Title IX/Equity Coordinator's contact information and offer options and resources without any obligation to inform an outside agency or the Title IX/Equity Coordinator unless an individual has requested the information be shared.

There are three categories of Confidential Employees: 1) Those with confidentiality bestowed by law or professional ethics, such as lawyers, medical professionals, clergy, and counselors; 2) Those whom CSCU has specifically designated as confidential for purposes of providing support and resources to the individual; and 3) Those conducting human subjects research as part of a study approved by an Institutional Review Board (IRB). For those in category 1), above, to be able to respect confidentiality, they must be in a confidential relationship with reporting individual, such that they are within the scope of their licensure, professional ethics, or confidential role at the time of receiving the report. These individuals will maintain confidentiality except in extreme cases of health or safety emergencies, immediacy of threat or danger or abuse of a minor, elder, or individual with a disability, or when required to disclose by law or court order.<sup>4</sup>

If a Complainant would like the details of an incident to be kept confidential, they may speak with the following Confidential Employees:

- Campus-based counseling center staff
- Campus-based health center staff
- Any clergy affiliated with a College or University
- Ombudspersons
- On-campus victim advocates
- Sports medicine staff/Athletic trainers

In addition, a Complainant may speak with individuals unaffiliated with CSCU without concern that the Policy will require them to disclose information to the CSCU without permission such as: licensed professional counselors and other medical providers, local rape crisis counselors, domestic violence resources, local or state assistance agencies, clergy/chaplains, attorneys.

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<sup>3</sup> The term "confidential" as used in these Procedures differs from the use of the term "management/confidential" typically used to describe a category of employees within CSCU.

<sup>4</sup> All employees must always comply with CSCU BOR [Policy 5.6](#), Reporting Suspected Abuse or Neglect of a Child, as applicable.

## **Confidentiality and Privacy in the Resolution Process**

CSCU makes every effort to preserve the Parties' privacy, consistent with applicable federal and state laws; however, full confidentiality cannot be guaranteed throughout the Resolution Process. Only necessary and relevant information will be shared with witnesses and other involved individuals. CSCU officials may share information related to complaints with other campus officials at any point during or after the proceedings as necessary to fulfill institutional obligations. Additionally, CSCU officials may share relevant information with internal or external entities, consistent with applicable laws, if necessary to protect the campus community.

## **Unauthorized Disclosure of Information**

Parties and Advisors are prohibited from unauthorized disclosure of information obtained by CSCU through the Resolution Process, to the extent that information is the work product of the CSCU (meaning it has been produced, compiled, or written by CSCU for purposes of its investigation and resolution of a Report or Complaint). It is also a violation of CSCU Policy to publicly disclose work product or a party's personally identifiable information without authorization or consent. Violation of this Policy is subject to disciplinary action.

## **Time Limits/Timelines for Reporting**

There is no time limitation on providing Reports or Complaints to a Title IX/Equity Coordinator. However, if an individual is no longer subject to the CSCU's jurisdiction and/or significant time has passed, the ability to investigate, respond, and/or provide remedies may be more limited or impossible. Acting on Reports or Complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of the Policy) is at CSCU's discretion; they may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.<sup>5</sup>

## **Section 3: Screening and Initial Evaluation**

### **Initial Evaluation of Report/Complaint**

Once a Report or Complaint of discrimination, harassment, or retaliation is received by a Title IX/Equity Coordinator, an initial evaluation will be conducted within five (5) days of receipt. The Title IX/Equity Coordinator of the College/University conducts the initial evaluation and may consult as appropriate with other College/University officials. In the case of CT State, an ECR official conducts the initial evaluation, and may consult with appropriate other CT State/campus officials, including the campus's Deputy Title IX/Civil Rights Coordinator. In order to conduct this initial evaluation, the Complainant may be contacted to gather further information as necessary.

The initial evaluation typically includes:

- Assessing whether the reported conduct may reasonably constitute a violation of the Discriminatory Harassment, Nondiscrimination, and Title IX Policy.

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<sup>5</sup> Complainants should note that some federal and state agencies, such as the Connecticut Commission on Human Rights and Opportunities (CHRO) and the U.S. Equal Employment Opportunity Commission (EEOC), have a three hundred (300) day time limit for filing a claim of discrimination and the U.S. Department of Education Office of Civil Rights (OCR) has a 180 day time-limit.

- If the conduct may not reasonably constitute a violation of the Policy, a Complaint is typically dismissed from these procedures, consistent with the dismissal provision below, and the Report/Complaint may then be referred to another appropriate College/University office, if applicable.
- Determining whether CSCU has jurisdiction over the reported conduct, as defined in Applicability and Jurisdiction section of the Policy.
  - If the conduct is not within CSCU jurisdiction, a Complaint is typically dismissed from these procedures, consistent with the dismissal provision below, and the Report/Complaint may then be referred to another appropriate College/University office, if applicable.
- Offering and coordinating supportive measures for the Complainant.
- Offering and coordinating supportive measures for the Respondent, as applicable.
- Notifying the Complainant, or the person who reported the allegation(s), of the resolution options, including a supportive and remedial response, any Informal Resolution options (if appropriate), or the Resolution Process described below.
- Determining whether the Complainant wishes to make a Complaint, if they have not done so already.
- If a Complaint is made, notifying the Respondent of the resolution options, including a supportive and remedial response, any Informal Resolution options (if appropriate), or the Resolution Process described below.

### **Supportive Measures for Parties**

CSCU will offer and implement appropriate and reasonable supportive measures for both Parties. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate and reasonably available, and are offered, without fee or charge to the Parties, to restore or preserve access to CSCU's education program or activity, including measures designed to protect the safety of all Parties and/or CSCU's educational environment and/or to deter discrimination, harassment, and/or retaliation.

Supportive measures may vary depending on what CSCU determines is reasonably available. Supportive measures must not unreasonably burden either Party. The Title IX/Equity Coordinator or their designee will provide contact information for relevant campus resources and services (i.e., campus counseling services, academic resources, employee counseling, union representation) as needed, and can assist in contacting campus resources and services as needed. CSCU will maintain the confidentiality of supportive measures, provided that confidentiality does not impair CSCU's ability to provide those supportive measures. CSCU will act to ensure as minimal an academic/occupational impact on the Parties as possible.

Supportive measures for students or employees could include (when available and applicable), but are not limited to:

- Referral to counseling, medical, and/or other healthcare services
- Referral to the Employment Assistance Program
- Referral to community-based support services
- Academic support, extensions of deadlines or other course-related adjustments
- Modifications of work or class schedules
- Safety planning

- Campus escort services
- Restrictions on contact between the parties (no contact orders)
- Changes in work or housing locations
- Leaves of absence
- Increased security and monitoring of certain areas of the campus
- Education to the institutional community or a subgroup of the community
- Any other actions deemed appropriate and reasonable

It is important to note that a Complainant may receive supportive measures even if they choose not to initiate a Complaint under these procedures. The Title IX/Equity Coordinator may consult with other CSCU officials, such as Behavior Intervention Teams (BIT), Human Resources, campus security, disability services, and others in order to make appropriate determinations regarding supportive measures.

The Parties are provided with a timely opportunity to seek modification or reversal of CSCU's decision to provide, deny, modify, or terminate supportive measures applicable to them. A request to do so should be made in writing to the Title IX/Equity Coordinator. An impartial employee other than the employee who implemented the supportive measures, who has authority to modify or reverse the decision, will determine whether to provide, deny, modify, or terminate the supportive measures if they are inconsistent with the definition of supportive measures above. CSCU will also provide the Parties with the opportunity to seek additional modification or termination of supportive measures applicable to them if circumstances change materially. CSCU typically renders decisions on supportive measures within seven (7) days of receiving a request and provides a written determination to the impacted Party or Parties and the Title IX/Equity Coordinator.

#### **Title IX/Equity Coordinator Authority to Initiate a Complaint**

If the Complainant does not wish to file a Complaint, the Title IX/Equity Coordinator, who has an obligation under law to exercise discretion as to whether a Complaint is initiated, will offer supportive measures and determine whether to initiate a Complaint themselves. To make this determination, the Title IX/Equity Coordinator will evaluate that request to determine if there is a serious and imminent threat to someone's safety or if the CSCU cannot ensure equal access without initiating a Complaint. The Title IX/Equity Coordinator will consider the following factors, including other relevant information, to determine whether to file a Complaint:

- The Complainant's request not to proceed with initiation of a Complaint
- The Complainant's reasonable safety concerns regarding initiation of a Complaint
- The risk that additional acts of harassment, discrimination, and/or retaliation would occur if a Complaint were not initiated
- The severity of the alleged harassment, discrimination, and/or retaliation, including whether the conduct, if proven, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence
- The age and relationship of the Parties, including whether the Respondent is an employee
- The scope of the alleged harassment, discrimination, and/or retaliation, including information suggesting a pattern, ongoing harassment, discrimination, and/or retaliation, or conduct alleged to have impacted multiple individuals
- The availability of evidence to assist a Decision-maker in determining whether harassment, discrimination, and/or retaliation occurred
- Whether the College/University could end the alleged harassment, discrimination, and/or retaliation and prevent its recurrence without initiating its resolution process

If deemed necessary, the Title IX/Equity Coordinator may consult with appropriate College/University employees, and/or conduct a threat assessment to aid their determination whether to initiate a Complaint. When the Title IX/Equity Coordinator initiates a Complaint, they do not become the Complainant. The Complainant is the person who experienced the alleged conduct that could constitute a violation of the Policy.

### **Emergency Removal/Interim Suspension of a Student**

CSCU may remove a student on an emergency basis accused of discrimination on the basis of sex or sex-based harassment upon receipt of a Report, a Complaint, or at any time during the Resolution Process. Prior to an emergency removal, CSCU will conduct an individualized risk assessment and may remove the student if that assessment determines that an imminent and serious threat to the health or safety of a Complainant or any students, employees, or other persons arising from the allegations justifies such action. Students accused of other forms of discrimination or harassment (not sex or sex-based) are subject to Interim Administrative Action (interim suspension) under the Interim Student Code of Conduct ([BOR Policy 2.01](#)).

When an emergency removal is imposed, wholly or partially, the affected student will be notified of the action, which will include a written rationale, and the option to challenge the emergency removal within two (2) days of the notification. Upon receipt of a challenge, the Title IX/Equity Coordinator will meet with the student (and their Advisor, if desired) as soon as reasonably possible thereafter to allow them to show cause why the removal/action should not be implemented or should be modified. This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate, should be modified, or lifted. If this meeting is not requested within two (2) days, objections to the emergency removal will be deemed waived. A student can later request a meeting to show why they are no longer an imminent and serious threat because conditions related to imminence or seriousness have changed. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX/Equity Coordinator determines it is equitable to do so.

The Respondent may provide information, including expert reports, witness statements, communications, or other documentation for consideration prior to or during the meeting. When applicable, a Complainant may provide information to the Title IX/Equity Coordinator for review.

An emergency removal may be affirmed, modified, or lifted as a result of a requested review or as new information becomes available. The Title IX/Equity Coordinator will communicate the final decision in writing, typically within three (3) days of the review meeting.

### **Placing an Employee on Leave**

Employees are subject to existing policies and procedures for interim actions and leaves.

### **Dismissal of a Complaint**

CSCU may dismiss a Complaint if, at any time during the Resolution Process, one or more of the following grounds are met:

- CSCU is unable to identify the Respondent after taking reasonable steps to do so
- CSCU no longer enrolls or employs the Respondent
- A Complainant voluntarily withdraws any or all of the allegations in the Complaint in writing, and the Title IX/Equity Coordinator declines to initiate a Complaint

- CSCU determines the conduct alleged in the Complaint would not constitute a violation of the Policy, if proven

An Investigator(s) and/or Final Decision-maker may recommend dismissal to the Title IX/Equity Coordinator, if they believe the grounds are met. A Complainant who decides to withdraw a Complaint may later request to reinstate or refile it.

Upon any dismissal, CSCU will promptly send the Complainant written notification of the rationale for the dismissal. If the dismissal occurs after the Respondent has been made aware of the allegations, CSCU will also notify the Respondent of the dismissal.

### **Appeal of a Dismissal**

The Title IX/Equity Coordinator will implement dismissal appeal procedures equally for the Parties. The Title IX/Equity Coordinator will designate a trained Dismissal Appeal Officer from the Pool (see below) who did not take part in the investigation or dismissal of the Complaint. The Parties will have a reasonable and equal opportunity to make a statement in support of, or challenging, the dismissal; and the Parties will be notified in writing of the result of the appeal and the rationale for the result.

The Complainant may appeal a dismissal of their Complaint. The Respondent may also appeal the dismissal of the Complaint if dismissal occurs after the Respondent has been made aware of the allegations. All dismissal appeal requests must be filed within five (5) days of the notification of the dismissal.

The Title IX/Equity Coordinator will notify the Parties of any submitted appeal of the dismissal. If, however, the Complainant appeals, but the Respondent was not yet notified of the Complaint, the Title IX/Equity Coordinator must then provide the Respondent with written notice of the allegations and will notify the Respondent of the Complainant's appeal with an opportunity to respond.

The grounds for dismissal appeals are limited to:

- Procedural irregularity that would change the outcome of the dismissal
- New evidence that would change the outcome of the dismissal and that was not reasonably available when the dismissal was decided;
- The Title IX/Equity Coordinator, Investigator(s), or Final Decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that would change the outcome of the dismissal

Upon receipt of a dismissal appeal in writing from one or more Parties, the Title IX/Equity Coordinator will share the petition with the other party and provide five (5) days for other Parties to respond to the request. The appeal should specify at least one of the grounds above and provide any reasons or supporting evidence for why the ground is met. This appeal will be provided in writing to the other Parties, and the Title IX/Equity Coordinator, who will be invited to respond in writing. At the conclusion of the response period, the Title IX/Equity Coordinator will forward the appeal, as well as any response provided by the other Parties to the Dismissal Appeal Officer for consideration.

If the Request for Appeal does not provide information that meets the grounds in this Policy, the request will be denied by the Dismissal Appeal Officer, and the Parties, their Advisors, and the Title IX/Equity Coordinator will be notified in writing of the denial and the rationale. If any of the asserted grounds in the appeal satisfy the grounds described in this Policy, then the Dismissal Appeal Officer will

notify all Parties and their Advisors, and the Title IX/Equity Coordinator, of their decision and rationale in writing. The effect will be to reinstate the Complaint.

In most cases, dismissal appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific appeal grounds. The Dismissal Appeal Officer has seven (7) days to review and decide on the appeal, though extensions can be granted at the discretion of the Title IX/Equity Coordinator, and the Parties will be notified of any extension.

### **Federal Timely Warning Obligations**

A College/University must issue timely warnings for reported incidents that pose a serious or continuing threat of bodily harm or danger to members of the College/University community. CSCU will ensure that a Complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of any potential danger.

### **Counter-Complaints**

CSCU is obligated to ensure that the procedures are not abused for retaliatory purposes. Although the CSCU permits the filing of Counter-Complaints, the Title IX/Equity Coordinator (or ECR official, in the case of CT State) will use an initial screening and evaluation, described above, to assess whether the allegations in the Counter-Complaint are made in good faith. When Counter-Complaints are not made in good faith, they will not be permitted. They will be considered potentially retaliatory and may constitute a violation of the Policy. Counter-Complaints determined to have been reported in good faith will be processed using the Resolution Process below. Investigation of such claims may take place concurrently or after resolution of the underlying initial Complaint.

### **Advisors**

The Parties may each have an Advisor (friend, mentor, family member, attorney, union representative, or any other individual a Party chooses) present with them for all meetings, interviews, and proceedings within the Resolution Process, including intake. The Parties may select whomever they wish to serve as their Advisor as long as the Advisor is eligible and available.<sup>6</sup> Some CSCU institutions may maintain a list of Advisors/support persons. CSCU cannot guarantee equal Advisory rights, meaning that if one Party selects an Advisor who is an attorney, but the other Party does not, or cannot afford an attorney, CSCU is not obligated to provide an attorney to advise that Party.

A Party may elect to change Advisors during the Resolution Process and is not obligated to use the same Advisor throughout. Parties are expected to provide the Title IX/Equity Coordinator with timely notification if they change Advisors. CSCU may permit Parties to have more than one Advisor in unusual circumstances, or an Advisor and a support person, upon special request to the Title IX/Equity Coordinator.

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<sup>6</sup> "Available" means the party cannot insist on an Advisor who simply doesn't have inclination, time, or availability. Also, the Advisor cannot have institutionally conflicting roles, such as being an administrator who has an active role in the matter, or a supervisor who must monitor and implement sanctions. Additionally, choosing an Advisor who is also a witness in the process creates potential for bias and conflicts of interest. A party who chooses an Advisor who is also a witness can anticipate that issues of potential bias will be explored by the Investigator(s) and Final Decision-maker.



CSCU fully respects and accords legal rights for employees, meaning that for Parties who are entitled to union representation, CSCU will allow the unionized employee to have their union representative as well as an Advisor of their choice (if requested) present for all meetings, interviews, and proceedings. To uphold the principles of equity, the other Party (regardless of union membership) will also be permitted to have two Advisors.

Advisors should help the Parties to prepare for each meeting and are expected to advise ethically, with integrity, and in good faith. Advisors may not provide testimony or speak on behalf of their advisee unless given specific permission to do so. CSCU generally expects an Advisor to adjust their schedule to allow them to attend meetings, interviews, and proceedings. CSCU may change scheduled meetings, interviews, and proceedings to accommodate an Advisor's inability to attend, if doing so does not cause an unreasonable delay.

Advisors are entitled to the same opportunity as their advisee to access relevant evidence, and/or the same written investigation report that accurately summarizes this evidence. Advisors are expected to maintain the confidentiality of the records CSCU shares with them. Advisors may not disclose any CSCU work product or evidence CSCU obtained solely through the Resolution Process for any purpose not explicitly authorized by CSCU.

#### **Section 4: Informal Resolution**

An Informal Resolution is a structured alternative to the Resolution Process that does not include a formal investigation or finding of responsibility for a violation of the Policy. Informal Resolution may be available following a Report or a Complaint. Informal Resolution mechanisms may be able to repair harm and identify outcomes and a resolution that are agreeable to all Parties, including the College/University.

To initiate Informal Resolution, a Complainant or Respondent may make such a request to the Title IX/Equity Coordinator at any time prior to a final determination, or the Title IX/Equity Coordinator may offer the option to the Parties, in writing. CSCU will obtain voluntary, written confirmation that all Parties wish to resolve the matter through Informal Resolution before proceeding and will not pressure the Parties to participate in Informal Resolution.

Before initiation of an Informal Resolution process, CSCU will provide the Parties with a Notice of Allegation that details:

- The allegations
- The requirements of the Informal Resolution process
- That, prior to agreeing to a resolution, any party has the right to withdraw from the Informal Resolution process and to initiate or resume the Resolution Process
- That the Parties' agreement to a resolution at the conclusion of the Informal Resolution process will preclude the Parties from initiating or resuming the resolution process arising from the same allegations
- The potential terms that may be requested or offered in an Informal Resolution agreement, including notification that an Informal Resolution agreement is binding only on the Parties
- What information CSCU will maintain, and whether and how it could disclose such information for use in its Resolution Process.

An individual facilitating an Informal Resolution must be trained and cannot be the Investigator(s), Final Decision-maker, or Appeal Decision-maker.

It is not necessary to pursue Informal Resolution first in order to pursue a Resolution Process. Any Party participating in Informal Resolution can withdraw from the Informal Resolution at any time and initiate or resume the Resolution Process. The Parties may agree, as a condition of engaging in Informal Resolution, on what statements made or evidence shared during the Informal Resolution process will not be considered in the Resolution Process, should Informal Resolution not be successful, unless agreed to by all Parties.

If an investigation is already underway, CSCU will determine if an investigation will be paused, if it will be limited, or if it will continue during the Informal Resolution process.

Informal Resolution may take one of the following forms, which shall be made available at the discretion of the Title IX/Equity Coordinator:

- 1) **Supportive Resolution.** When the Title IX/Equity Coordinator can resolve the matter informally by providing supportive measures (only) designed to remedy the situation. Typically, the Title IX/Equity Coordinator will meet with the Complainant to determine reasonable supportive measures that are designed to restore or preserve the Complainant's access to CSCU's education program and activity. Such measures can be modified as the Complainant's needs evolve over time or circumstances change. If the Respondent has received notice of the Report, the Title IX/Equity Coordinator may also provide reasonable supportive measures for the Respondent as deemed appropriate. This option is available when the Complainant does not want to engage in the other resolution options, and the Title IX/Equity Coordinator does not initiate a Complaint.
- 2) **Educational Conversation.** When the Title IX/Equity Coordinator can resolve the matter informally by having a conversation with the Respondent to discuss the Complainant's concerns in a Report and College/University expectations or can accompany the Complainant in their desire to confront the conduct. The Complainant(s) may request that the Title IX/Equity Coordinator address their allegations by meeting (with or without the Complainant) with the Respondent(s) to discuss concerning behavior and CSCU policies and expectations. Such a conversation is non-disciplinary and non-punitive. Respondent(s) are not required to attend such meetings, nor are they compelled to provide any information if they attend. The conversation will be documented as the Informal Resolution for the matter, if it takes place. In light of this conversation, or the Respondent's decision not to attend, the Title IX/Equity Coordinator may also implement remedial actions to ensure that policies and expectations are clear and to minimize the risk of recurrence of any behaviors that may not align with the Policy.
- 3) **Accepted Responsibility.** The Respondent may accept responsibility for any or all of the alleged Policy violations at any point during the Resolution Process. If the Respondent indicates an intent to accept responsibility for **all** alleged Policy violations, the ongoing process will be paused, and the Title IX/Equity Coordinator will determine whether Informal Resolution is an option.

If Informal Resolution is available, the Title IX/Equity Coordinator will determine whether all Parties and the College/University (including consultation with other appropriate College/University officials) are able to agree on responsibility, restrictions, sanctions, restorative measures, and/or remedies. If so, the Title IX/Equity Coordinator implements the accepted finding and final determination that the Respondent is in violation of the Policy,

implements agreed-upon restrictions and remedies, and determines the appropriate responses in coordination with other appropriate administrator(s), as necessary. This resolution is not subject to appeal once all Parties indicate their written agreement to all resolution terms. When the Parties cannot agree on all terms of resolution, the Resolution Process will either continue or resume. When a resolution is reached, the appropriate sanction(s) or responsive actions are promptly implemented to effectively stop the harassment, discrimination, and/or retaliation, prevent its recurrence, and remedy the effects of the discriminatory conduct, both on the Complainant and the community.

4) **Alternative Resolution.** Alternative Resolution may involve agreement to pursue individual or community remedies, including targeted or broad-based educational programming or training; supported direct conversation or interaction with the Respondent(s); indirect action by the Title IX/Equity Coordinator or other appropriate College/University officials; and other forms of resolution that can be tailored to the needs of the Parties. Some Alternative Resolution mechanisms will result in an agreed-upon outcome, while others are resolved through dialogue. All Parties must consent to the use of an Alternative Resolution approach, and the Parties may, but are not required to, have direct or indirect contact during an Alternative Resolution process. The Title IX/Equity Coordinator may consider the following factors to assess whether Alternative Resolution is appropriate, or which form of Alternative Resolution may be most successful for the Parties:

- The Parties' amenability to Alternative Resolution
- Likelihood of potential resolution, considering any power dynamics between the Parties
- The nature and severity of the alleged misconduct
- The Parties' motivation to participate
- The Parties' civility, rationality and/or goals
- Results of a threat assessment/ongoing risk analysis
- Respondent's disciplinary history
- Whether an emergency removal/interim suspension or other interim action is needed
- Complaint complexity
- Emotional investment/capability of the Parties
- Adequate resources to invest in Alternative Resolution (e.g., time, staff, etc.)

The Title IX/Equity Coordinator has the authority to determine whether Alternative Resolution is available or successful, to facilitate a resolution that is acceptable to all Parties, and/or to accept the Parties' proposed resolution. Parties do not have the authority to stipulate restrictions or obligations for individuals or groups that are not involved in the Alternative Resolution process. The Title IX/Equity Coordinator will determine whether additional individual or community remedies are necessary to meet the College/University's compliance obligations in addition to the Alternative Resolution.

The Title IX/Equity Coordinator maintains records of any Informal Resolution. Failure to abide by an Informal Resolution may result in appropriate responsive/disciplinary actions (e.g., dissolution of the Agreement and resumption of the Resolution Process, referral to a conduct process for failure to

comply, application of the enforcement terms of the Agreement, etc.). The results of Reports or Complaints resolved by Accepted Responsibility or Alternative Resolution are not appealable.

## **Section 5: Resolution Process**

### **Resolution Timeline**

CSCU will make a good faith effort to complete the investigation expeditiously, normally within sixty (60) days, though some investigations may take longer, depending on issues such as the nature, extent, and complexity of the allegations, witness availability, law enforcement involvement, and other factors. Therefore, the timeline may be extended as necessary for appropriate cause by the Title IX/Equity Coordinator, with notification to the Parties.

CSCU may undertake a short delay in its investigation (several days to a few weeks) if circumstances require. Such circumstances include but are not limited to a request from law enforcement to delay the investigation temporarily, the need for language assistance, the absence of Parties and/or witnesses, and/or health conditions. CSCU will promptly resume its Resolution Process as soon as feasible. During such a delay, CSCU will implement and maintain supportive measures for the Parties as deemed appropriate. CSCU action(s) or processes are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or that criminal charges have been dismissed or reduced.

The Parties will receive regular updates on the progress of the Resolution Process, as well as notification and a rationale for any extensions or delays, and an estimate of how much additional time will be needed to complete the process.

If a Party or witness chooses not to participate in the Resolution Process or becomes unresponsive, CSCU may continue the investigation without their participation to ensure a prompt resolution. Non-participatory or unresponsive Parties retain the rights outlined in this Policy and the opportunity to participate in these procedures.

### **Ensuring Impartiality**

Any individual materially involved in the administration of the Resolution Process, including the Title IX/Equity Coordinator, Investigator(s), and Final and Appeal Decision-maker(s), may neither have nor demonstrate a conflict of interest or bias for a party generally, or for a specific Complainant or Respondent.

The Title IX/Equity Coordinator will vet the assigned Investigator(s), Final Decision-maker, and Appeal Decision-maker(s) for impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. At any time during the Resolution Process, the Parties may raise a concern regarding bias or conflict of interest, and the Title IX/Equity Coordinator will determine whether the concern is reasonable and supportable. If the source of the conflict of interest or bias is the Title IX/Equity Coordinator, concerns should be raised with the Executive Director of EEO and Civil Rights/Title IX Coordinator at the CSCU System office.

The Resolution Process involves an objective evaluation of all available relevant and not otherwise impermissible evidence, including evidence that supports that the Respondent engaged in a violation of the Policy and evidence that supports that the Respondent did not engage in a violation of the Policy. Credibility determinations may not be based solely on an individual's status or participation as a Complainant, Respondent, or witness. All Parties have a full and fair opportunity, through the

investigation process, to suggest witnesses and questions, to provide evidence, and to receive a written investigation report that accurately summarizes this evidence.

### **Resolution Process Pool**

The Resolution Process relies on a pool of individuals<sup>7</sup> (“the Pool”) to serve in certain roles. Members of the Pool are trained annually, and can serve in the following roles, typically as assigned by the Title IX/Equity Coordinator:

- Appropriate intake of and initial guidance pertaining to Complaints
- Perform or assist with initial evaluation and provision of Supportive Measures
- Informal Resolution Facilitator
- Investigator(s)
- Final Decision-Maker
- Decision-maker for challenges to emergency removal and supportive measures
- Appeal Decision-maker(s) including for dismissal appeals

The Title IX/Equity Coordinator, in consultation with other individuals as necessary, appoints the Pool, which acts with independence and impartiality.

### **Notice of Investigation and Allegations**

Prior to an investigation, the Title IX/Equity Coordinator will promptly issue a detailed written Notice of Investigation and Allegations (NOIA) to the Parties. The notice will include:

- A meaningful summary of all allegations
- The identity of the involved Parties (if known)
- The precise misconduct being alleged
- The date and location of the alleged incident(s) (if known)
- The specific policies/offenses implicated
- A description of, link to, or copy of the applicable procedures
- A statement that the Parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence
- The name(s) of the Investigator(s), along with a process to identify to the Title IX/Equity Coordinator, in advance of the interview process, any conflict of interest that the Investigator(s) may have
- A statement that CSCU presumes the Respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination
- A statement that determinations of responsibility are made at the conclusion of the process and that the Parties will be given an opportunity to inspect and review all relevant evidence
- A statement that retaliation is prohibited
- A statement that the Parties may have an Advisor of their choice who may accompany them through all steps of the Resolution Process
- Information about the confidentiality of the process, including that the Parties and their Advisors (if applicable) may not share CSCU work product obtained through the Resolution Process

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<sup>7</sup> External, trained third-party neutral professionals may also be used to serve in Pool roles.

- A statement informing the Parties that the CSCU’s Policy prohibits knowingly making false statements, including knowingly submitting false information during the Resolution Process
- Detail on how a party may request disability accommodations during the Resolution Process
- An instruction to preserve any evidence that is directly related to the allegations
- A statement that Parties who are members of a union are entitled to union representation throughout the process<sup>8</sup>
- The Parties shall receive a copy of any written Complaint and any written response to it, if any

If, during the course of an investigation, the Title IX/Equity Coordinator and/or Investigator(s) decide to investigate additional allegations that would constitute a violation of CSCU Policy, then the Parties will be notified via an updated NOIA.

CSCU may consolidate Complaints against more than one Respondent, or by more than one Complainant against one or more Respondents, when the allegations arise from the same facts or circumstances or implicate a pattern, collusion, and/or other shared or similar actions.

### **Investigation**

All investigations are adequate, thorough, reliable, impartial, prompt, and fair. A trained CSCU official or other appropriate designee will be assigned to investigate, either as an individual Investigator or as a pair. Investigations involve the gathering of facts and information so as to establish whether it is more likely than not that the reported behavior occurred and whether it was a violation of the Policy detailed in the NOIA.

The Investigator(s) will, when participation of a Party is invited or expected, provide that Party with written notification of the date, time, and location of the meeting or interview, as well as the expected participants and purpose.

Parties may provide written statements to the Investigator(s); however, a written statement is not required. Any written statements must be provided to the Investigator(s) within ten (10) days of the date of the NOIA.

Credibility determinations may not be based solely on an individual’s status or participation as a Complainant, Respondent, or witness. All Parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions and to provide or suggest evidence.

### *Witnesses*

The Parties may, but are not required to, provide a list of potential witnesses to the Investigator(s). Witnesses should be individuals who have direct knowledge of the alleged behavior(s) in the Complaint. The Investigator(s) may also contact witnesses who have not been named by either Party. The Investigator(s) will contact all relevant witnesses and request that they participate in an interview, including any follow-up interviews. Witnesses may also provide written statements to the Investigator(s).

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<sup>8</sup> When a Party is a member of a union, the Party may be asked to acknowledge in writing that they have been advised of this right, and when the Party refuses to make such a written acknowledgment, the Investigator(s) or designee shall notify the applicable Union.

### *Interviews*

Interviews are a regular part of the investigation process. Interviews may be conducted in-person, by phone, or via video conference. The Parties will each be invited to take part in separate interviews, and follow-up interviews may be requested at the Investigator(s)'s discretion. Parties may bring their Advisor to the interview. Parties may also suggest questions they wish the Investigator(s) to ask the other Party and/or witnesses.

### *Other Evidence*

The Investigator(s) may collect additional evidence including, but not limited to: video recordings, security camera footage, audio recordings, phone records, police reports, social media postings, academic records, e-mails, text and social media messages, tangible items, and employee records. The Parties and any witnesses may also submit evidence to the Investigator(s).

### *Evidentiary Considerations and Impermissible Evidence*

The Investigator(s) will only consider evidence that is deemed relevant and not otherwise impermissible. Relevant evidence is that which may aid in determining whether the allegation occurred, or whether the behavior constitutes a violation of the Policy.

Impermissible evidence is defined as:

- Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless 1) evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct, or 2) is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent or preclude a determination that sex-based harassment occurred.
- Evidence that is protected under a privilege as recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived, in writing, the privilege or confidentiality.
- A Party or witness's records that are made or maintained by a physician, psychologist, or other recognized profession or paraprofessional in connection with the provision of treatment to the Party or witness, unless the Party or witness provides voluntary, written consent for the records to be considered.

Previous disciplinary action of any kind involving the Respondent may not be considered unless there is an allegation of a pattern of misconduct. Barring a pattern allegation, this information is only considered at the sanction stage of the process. Such information may, however, be considered in determining an appropriate sanction following a Final Determination of responsibility.

Within the limitations stated above, the investigation can consider character evidence, if offered and relevant; however, character evidence is not likely to be relevant unless it is fact evidence or relates to a pattern of conduct.

### **Draft Investigation Report**

After completing all interviews and collecting available evidence, the Investigator(s) will compile a draft investigation report, which will be provided to the Parties and the Final Decision-Maker via electronic

copy along with all relevant evidence obtained as part of the investigation for review and comment. The Draft Investigation Report will include draft factual findings, and a summary of evidence gathered, including evidence that relates to credibility. The Parties may provide a written response to the Draft Investigation Report to the Investigator(s) within seven (7) days of receiving it; however, a written response is not required.

### **Decision-Making Phase**

The Title IX/Equity Coordinator will designate an appropriate Final Decision-Maker at the time that the Investigator(s) has provided the Parties with the Draft Investigation Report.

The Decision-making phase typically takes approximately forty (40) days to complete. The Parties will be updated regularly on the timing and any significant deviation from this typical timeline.

### **Final Questioning Meetings**

During or at the conclusion of the seven-day review period, the Final Decision-maker may provide the Investigator(s) with a list of relevant questions to ask the Parties or any witnesses.

During the seven-day review period, the Parties may also provide to the Investigator(s) a proposed list of final questions (if any) to ask the other Parties and any witnesses. The Investigator(s) will promptly share all party-proposed questions with the Final Decision-maker, who will finalize the list with the Investigator(s) to ensure all questions are both relevant and permissible. For any question deemed not relevant or duplicative, the Investigator(s) and/or Final Decision-maker will provide a rationale for not asking the question, either during the final questioning meeting, or in writing.

The Investigator(s) and/or Final Decision-maker will then hold individual meetings with the Parties and witnesses to ask the questions posed by the Final Decision-maker, as well as the questions posed by the Parties that have been deemed relevant and not duplicative, including questions intended to assess credibility. These meetings will be recorded or transcribed. Typically, within two (2) days of the last of these meetings, the recordings or transcripts will be provided to the Parties for review. The Parties will then have three (3) days to review these recordings or transcripts and propose follow-up questions to be asked by the Investigator(s) and/or Final Decision-maker.

The Investigator(s) will review the proposed questions with the Final Decision-maker, to determine relevance and permissibility. If deemed necessary, the Investigator(s) and/or Final Decision-maker will then meet individually with the Parties or witnesses for whom there are relevant, and not duplicative, follow-up questions. These follow-up meetings will also be recorded, and the Parties will receive the recordings or transcripts of these meetings. This final round of questioning is the last such round permitted, unless the Investigator(s) and/or Final Decision-maker determines circumstances necessitate additional questions.

### **Final Investigation Report and Policy Determination**

The Investigator(s) will then incorporate any new, relevant evidence and information obtained through the Parties' review of the Draft Investigation Report and the Final Questioning Meetings into a Final Investigation Report. The Investigator(s) will also respond in writing (typically within the Final Investigation Report) to the relevant elements of the Parties' written responses to the Draft Investigation Report and incorporate relevant elements of the Parties' written responses, additional relevant evidence, and any necessary revisions into the Final Investigation Report.



The Investigator(s) will then objectively evaluate all relevant evidence that is not otherwise impermissible, including both inculpatory and exculpatory evidence. The Investigator(s) then determines, based on the evidence summarized in the Final Investigation Report, whether it is more likely than not that the behavior occurred in final Findings, and whether the behavior was a violation of the Policy in a Final Determination. The Investigator(s)'s determination on each allegation is included in the Final Investigation Report.

When the Investigator(s) determines that the Respondent is not responsible for all allegations, the Investigator(s) will notify the Title IX/Equity Coordinator, who will provide a written Notice of Outcome (see below).

When the Investigator(s) determines that the Respondent is responsible for one or more of the allegations, the Investigator(s) will notify the Title IX/Equity Coordinator and the Parties/Advisors, including providing a copy of the Final Investigation Report.

### **Final Decision-maker's Determination of Sanctions (when applicable)**

When the Investigator(s) determines that the Respondent is responsible for one or more policy violations, the Investigator(s) will provide the Final Decision-maker with the Final Investigation Report and investigation file, including the evidence and information during the Final Questioning Meetings.

The Final Decision-maker will provide the Parties an opportunity to submit a written impact and/or mitigation statement with any additional information that could affect the determination of sanctions. The Final Decision-maker may provide each of the Parties with an opportunity to meet, accompanied by their Advisors and either in person or virtually, with the Final Decision-maker. Any written statements will be submitted within five (5) days and any meetings will typically occur within seven (7) days. Any written submissions will be shared with the other Parties. The Parties will not be permitted to introduce new or additional evidence related to the underlying allegations in written statements or in meetings with the Final Decision-maker.

Following submission of any written statements or the completion of meetings, the Final Decision-maker will then make a final decision regarding any sanctions.

### **Sanctions**

Factors considered by the Final Decision-maker when determining sanctions and responsive actions may include, but are not limited to:

- The nature, severity of, and circumstances surrounding the violation(s)
- The Respondent's disciplinary history
- The need for sanctions/responsive actions to bring an end to the discrimination, harassment, and/or retaliation
- The need for sanctions/responsive actions to prevent the future recurrence of discrimination, harassment, and/or retaliation
- The need to remedy the effects of the discrimination, harassment, and/or retaliation on the Complainant and the community
- The impact on the Parties
- Any other information deemed relevant by the Final Decision-maker(s)

The sanctions described in these Procedures are not exclusive of, and may be in addition to, other actions taken, or sanctions imposed, by external authorities. The sanctions will be implemented as soon as it is feasible once a determination is final, either upon the outcome of any appeal or the expiration of the window to appeal, without an appeal being requested.

### *Student Sanctions*

The following are the common sanctions that may be imposed upon students singly or in combination:

- *Warning/Reprimand*: A formal statement that the conduct was unacceptable and a warning that further violation of any CSCU Policy, procedure, or directive will result in more severe sanctions/responsive actions.
- *Required Counseling*: A mandate to meet with and engage in either CSCU-sponsored or external counseling to better comprehend the misconduct and its effects.
- *Restrictions*: A student may be restricted in their activities, including, but not limited to, being restricted from locations, programs, participation in certain activities or extracurriculars, study abroad, or from holding leadership in student organizations.
- *Probation*: An official sanction for violation of CSCU or College/University Policy, providing for more severe disciplinary sanctions in the event that the student is found in violation of any institutional Policy, procedure, or directive within a specified period of time. Terms of the probation will be articulated and may include denial of specified social privileges, exclusion from co-curricular activities, exclusion from designated areas of campus, no-contact orders, and/or other measures deemed appropriate.
- *Suspension*: Separation from the CSCU, or one or more of its Colleges/Universities or facilities, for a definite period of time, typically not to exceed two years, after which the student is eligible to return. Eligibility may be contingent upon satisfaction of specific conditions noted at the time of suspension, on successfully applying for readmission, or upon a general condition that the student is eligible to return if the institution determines it is appropriate to re-enroll/readmit the student. The student is typically required to vacate institutional property within 24 hours of notification of the action, though this deadline may be extended at the discretion of the Title IX/Equity Coordinator or other appropriate College/University official. During an institution-wide suspension, the student is banned from institutional property, functions, events, and activities unless they receive prior written approval from an appropriate institutional official. This sanction may be enforced with a trespass action, as necessary.
- *Expulsion*: Permanent separation from the CSCU or one or more of its Colleges/Universities. The student is banned from institutional property, and the student's presence at any institution-sponsored activity or event is prohibited. This action may be enforced with a trespass action, as necessary.
- *Withholding Diploma*: CSCU may withhold a student's diploma for a specified period of time and/or deny a student participation in commencement activities as a sanction if the student is found responsible for violating Policy.
- *Revocation of Degree*: Though rare, CSCU reserves the right to revoke a degree previously awarded from a College/University for fraud, misrepresentation, and/or other violation of CSCU or College/University policies, procedures, or directives in obtaining the degree, or for other serious violations committed by a student prior to graduation.
- *Restitution*. Compensation for loss of or damage to property.

- *Other Actions:* In addition to, or in place of, the above sanctions, CSCU may assign any other sanctions as deemed appropriate.

#### *Employee Sanctions and Responsive/Corrective Actions*

Responsive actions for an employee who has engaged in harassment, discrimination, and/or retaliation could include, but is not limited to:

- Verbal or Written Warning
- Performance Improvement Plan/Management Process
- Required Counseling
- Required Training or Education
- Extension of a Probationary or Working Test Period
- Loss of Oversight or Supervisory Responsibility
- Demotion
- Transfer
- Shift or schedule adjustments
- Reassignment
- Restriction of Stipends, Research, and/or Professional Development Resources
- Suspension/Administrative Leave with Pay
- Suspension/Administrative Leave without Pay
- Termination
- *Other Actions:* In addition to or in place of the above sanctions/responsive actions, CSCU may assign any other responsive actions as deemed appropriate.

#### **Notice of Outcome**

The Title IX/Equity Coordinator or designee provides the Parties with a written Notice of Outcome, within three (3) days of the conclusion of the Resolution Process. The Parties will be notified of any delays.

The Notice of Outcome will specify the Investigator(s)'s Final Determination for each alleged Policy violation with a detailed rationale, any applicable sanctions imposed by the Final Decision-Maker that CSCU is permitted to share pursuant to State or Federal law. The Notice of Outcome will also detail the Parties' equal rights to appeal, the grounds for appeal, the steps to take to request an appeal, and when the outcome is considered final if neither party appeals. The Title IX/Equity Coordinator will provide the Parties with the outcome notification simultaneously, or without significant time delay between notifications.

#### **Appeals**

The Title IX/Equity Coordinator will designate a single Appeal Decision-maker or a three-member Appeal Panel chosen from the Pool to hear the appeal. No Appeal Decision-maker(s) will have been previously involved in the Resolution Process for the Complaint, including in any supportive measure or dismissal appeal that may have been heard earlier in the process.

Appeals are limited to the following grounds:

- A procedural irregularity that would change the outcome
- New evidence that would change the outcome and that was not reasonably available at the time the Final Determination regarding responsibility or dismissal was made
- The Title IX/Equity Coordinator, Investigator(s), or Decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the specific Complainant or Respondent that would change the outcome

Any Party may submit a written request for appeal to the Title IX/Equity Coordinator within five (5) days of the delivery of the Notice of Outcome. The Request for Appeal will be forwarded to the Appeal Decision-maker for consideration to determine if the request meets the grounds for appeal. This is not a review of the merits of the appeal, but solely a determination as to whether the request could reasonably be construed to meet the grounds and is timely filed.

If the appeal request does not provide information that meets the grounds under these Procedures, the request will be denied by the Appeal Decision-maker, and the Parties and their Advisors will be simultaneously notified in writing of the denial and the rationale.

If the appeal request meets the grounds under these Procedures, then the Appeal Decision-maker will notify all Parties and their Advisors, the Title IX/Equity Coordinator, and, when appropriate, the Investigator(s) and/or the original Decision-maker.

All other Parties and their Advisors, the Title IX/Equity Coordinator, and, when appropriate, the Investigator(s) and/or the Decision-maker will be provided a copy of the appeal request with the approved grounds and then be given five (5) days to submit a response to the appeal. The Appeal Decision-maker will forward all responses, if any, to all Parties for review and comment. The non-appealing party (if any) may also choose to appeal at this time. If so, that appeal request will be reviewed by the Appeal Decision-maker to determine if it meets the grounds under these Procedures and will either be approved or denied. If approved, it will be forwarded to the party who initially requested an appeal, the Title IX/Equity Coordinator, and the Investigator(s) and/or original Decision-maker, as necessary, who will submit their responses, if any, within five (5) days. Any such responses will be circulated for review and comment by all Parties. If denied, the Parties will be notified accordingly, in writing.

The Appeal Decision-maker will collect any additional information needed and all documentation regarding the approved appeal grounds, and the subsequent responses will be shared with the Appeal Decision-Maker, who will promptly render a decision.

In most cases, appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific appeal grounds. The Appeal Decision-maker will deliberate as soon as is practicable and discuss the merits of the appeal. Appeal decisions are to be deferential to the original determination, making changes to the finding only when there is clear error and to the sanction(s)/responsive action(s) only if there is a compelling justification to do so. All decisions are made by majority vote and apply the preponderance of the evidence standard. An appeal is not an opportunity for the Appeal Decision-makers to substitute their judgment for that of the original Decision-maker merely because they disagree with the finding and/or sanction(s).

An appeal may be granted or denied. Appeals that are granted should normally be remanded (or partially remanded) to the original Investigator(s) and/or Decision-maker with corrective instructions for reconsideration. In rare circumstances where an error cannot be cured by the original Investigator(s)

and/or Decision-maker or the Title IX/Equity Coordinator (as in cases of bias), the Appeal Decision-maker may order a new investigation and/or a new determination with new individuals in the Investigator and Decision-maker roles.

A Notice of Appeal Outcome letter will be sent to all Parties simultaneously, or without significant time delay between notifications. The Appeal Outcome will specify the finding on each ground for appeal, any specific instructions for remand or reconsideration, any sanction(s) that may result which CSCU is permitted to share according to federal or state law, and the rationale supporting the essential findings to the extent CSCU is permitted to share under federal or state law.

Once an appeal is decided, the outcome is final and constitutes the final determination; further appeals are not permitted, even if a decision or sanction is changed on remand (except in the case of a new determination). When appeals result in no change to the finding or sanction, that decision is final. When an appeal results in a new finding or sanction, that finding or sanction can be appealed one final time on the grounds listed above and in accordance with these procedures.

If a remand results in a new determination that is different from the appealed determination, that new determination can be appealed, once, on any of the available appeal grounds.

Any sanctions imposed as a result of the determination are stayed (i.e., not implemented) during the appeal process, and supportive measures may be maintained or reinstated until the appeal determination is made.

## **Section 6: Other Considerations Related to the Resolution Process**

### **Long-Term Remedies/Other Actions**

Following the conclusion of the Resolution Process, and in addition to any sanctions implemented or Informal Resolution terms, the Title IX/Equity Coordinator, in consultation with other College/University officials where appropriate, may implement additional long-term remedies or actions with respect to the Parties and/or CSCU community that are intended to stop the discrimination, harassment, and/or retaliation, remedy the effects, and prevent recurrence.

These remedies/actions may include, but are not limited to:

- Referral to counseling and health services
- Referral to the Employee Assistance Program
- Course and registration adjustments, such as retroactive withdrawals
- Education to the individual and/or the community
- Permanent alteration of housing assignments
- Permanent alteration of work arrangements for employees
- Provision of campus safety escorts
- Climate surveys
- Policy modification and/or training
- Provision of transportation assistance
- Implementation of long-term contact limitations between the Parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

Long-term supportive measures that are not punitive in nature may also be provided to the Parties even if no Policy violation is found. When no Policy violation is found, the Title IX/Equity Coordinator will address any remedies to ensure no effective denial of educational access.

CSCU will maintain the confidentiality of any long-term remedies/actions/measures, provided confidentiality does not impair CSCU's ability to provide these services.

### **Failure to Comply with Sanctions, Responsive Actions, and/or Informal Resolutions**

All Respondents are expected to comply with the assigned sanctions, responsive actions, corrective actions, and/or Informal Resolution terms within the timeframe specified by the Final Decision-maker(s), including the Appeal Panel, Final Decision-maker, or the Informal Resolution agreement. Failure to abide by the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s)/action(s), including suspension, expulsion, and/or termination. Supervisors are expected to enforce the completion of sanctions/responsive actions for their employees.

### **Recordkeeping**

For a period of at least seven (7) years following the conclusion of the Resolution Process, CSCU will maintain records of:

- Each discrimination, harassment, and/or retaliation resolution process, including any Final Determination regarding responsibility or appeal, and any audio or audiovisual recording or transcript required under federal regulation
- Any disciplinary sanctions imposed on the Respondent
- Any supportive measures provided to the Parties and any remedies provided to the Complainant or the community designed to restore or preserve equal access to CSCU's education program or activity
- Any appeal and the result therefrom
- Any Informal Resolution and the result therefrom
- All materials used to provide training to the Title IX/Equity Coordinator, Deputy Coordinators, and designees, Investigators, Final Decision-makers, Appeal Decision-makers, Informal Resolution Facilitators, and any person who is responsible for implementing CSCU's Resolution Process, or who has the authority to modify or terminate supportive measures. CSCU will make these training materials available for review upon a request to the Title IX/Equity Coordinator.
- All materials used to train all employees consistent with the requirements under Title IX

CSCU will also maintain any and all records in accordance with state and federal laws.

### **Disability Accommodations During the Resolution Process**

CSCU is committed to providing reasonable accommodations and support to qualified students, employees, or others with disabilities to ensure equal access to CSCU's Resolution Process. Any person needing such accommodations or support should contact the Title IX/Equity Coordinator, who will work with disability support colleagues as appropriate to review the request and, in consultation with the person requesting the accommodation, determine which accommodations are appropriate and necessary for full process participation.

### **Other Support During the Resolution Process**

CSCU will also address reasonable requests for support for the Parties and witnesses, including:

- Language services/Interpreters
- Access and training regarding use of technology throughout the Resolution Process
- Other support as deemed reasonable and necessary to facilitate participation in the Resolution Process

## **Section 7: Procedures to Provide Modifications for Pregnancy and Related Conditions and Parenting Students**

### **Information Sharing Requirements**

Any CSCU employee who becomes aware of a student's pregnancy or related condition is required to provide the student with the Title IX/Equity Coordinator's contact information (including a Deputy Title IX/Equity Coordinator in the case of a CT State campus) and communicate that the Title IX/Equity Coordinator can help take specific actions to prevent discrimination and ensure equal access to CSCU's education program and activity. If the employee has a reasonable belief that the Title IX/Equity Coordinator is already aware of the pregnancy or related condition, the employee is not required to provide the student with the Title IX/Equity Coordinator's contact information.

Upon notification of a student's pregnancy or related condition, the Title IX/Equity Coordinator will contact the student and inform the student of CSCU's obligations to:

- Prohibit sex discrimination
- Provide reasonable modifications
- Allow access, on a voluntary basis, to any separate and comparable portion of CSCU's education program or activity
- Allow a voluntary leave of absence
- Ensure lactation space availability
- Maintain a Resolution Process for alleged discrimination, harassment, and/or retaliation
- Treat pregnancy as comparable to other temporary medical conditions for medical benefit, service, plan, or policy purposes

The Title IX/Equity Coordinator will also notify the student of the process to make a Report or Complaint for alleged discrimination, harassment, and/or retaliation, as applicable.

### **Reasonable Modifications for Students**

Students who are pregnant or are experiencing related conditions are entitled to Reasonable Modifications to prevent sex discrimination and ensure equal access to CSCU's education program and activity. Any student seeking Reasonable Modifications must contact the Title IX/Equity Coordinator to discuss appropriate and available Reasonable Modifications based on their individual needs. Students are encouraged to request Reasonable Modifications as promptly as possible, although retroactive modifications may be available in unusual circumstances. Reasonable Modifications are voluntary, and a student can accept or decline the offered Reasonable Modifications. Not all Reasonable Modifications are appropriate for all contexts. Reasonable Modifications may include:

- Breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom

- Intermittent absences to attend medical appointments
- Access to online or homebound education
- Changes in schedule or course sequence
- Time extensions for coursework and rescheduling of tests and examinations
- Allowing a student to sit or stand, or carry or keep water nearby
- Counseling
- Changes in physical space or supplies (for example, access to a larger desk or a footrest)
- Elevator access
- A larger uniform or other required clothing or equipment
- Other changes to policies, practices, or procedures determined by or arranged by the Title IX/Equity Coordinator

In situations such as clinical rotations, performances, labs, and group work, the Title IX/Equity Coordinator will work with the student to devise an alternative path to completion, if possible. In progressive curricular and/or cohort-model programs, medically necessary leaves are sufficient cause to explore, where feasible, shifting course order, substituting similar courses, or joining a subsequent cohort when returning from leave, where possible. Students are encouraged to work with their faculty members and CSCU's support systems to devise a plan for how to best address the conditions as pregnancy progresses, anticipate the need for leaves, minimize the academic impact of their absence, and get back on track as efficiently and comfortably as possible. The Title IX/Equity Coordinator will assist with plan development and implementation as needed.

Supporting documentation for Reasonable Modifications will only be required when it is necessary and reasonable under the circumstances to determine which Reasonable Modifications to offer to determine other specific actions to take to ensure equal access.

Information about pregnant students' requests for modifications will be shared with faculty and staff only to the extent necessary to provide the Reasonable Modification.

Students experiencing pregnancy-related conditions that manifest as a temporary disability under federal or state disability laws are eligible for reasonable accommodations just like any other student with a temporary disability. The Title IX/Equity Coordinator will consult with the College/University's disability services staff to ensure the student receives reasonable accommodation for their disability as required by law.

### **Certification to Participate**

All students should be informed of health and safety risks related to participation in academic and co-curricular activities, regardless of pregnancy status. A student may not be required to provide health care provider or other certification that the student is physically able to participate in the program or activity, unless:

- The certified level of physical ability or health is necessary for participation;
- The institution requires such certification of all students participating; and
- The information obtained is not used as a basis for pregnancy-related discrimination.

### **Lactation Space Access**

CSCU provides students and employees with access to lactation spaces that are functional, appropriate, and safe. Such spaces are regularly cleaned, shielded from view, and free from the intrusion of others. Individuals needing access to lactation spaces may contact the Title IX/Equity Coordinator.



### **Section 8: Revision of these Procedures**

These procedures succeed any previous procedures addressing discrimination, harassment, sexual misconduct and retaliation for incidents occurring on or after August 1, 2024. The Executive Director of EEO and Civil Rights/Title IX Coordinator will regularly review and update these procedures. CSCU reserves the right to make changes to these procedures as necessary, and once those changes are posted online, they are in effect.

If governing laws or regulations change, or court decisions alter legal requirements in a way that impacts these procedures, this document will be construed to comply with the most recent governing laws or regulations or court holdings. This document does not create legally enforceable protections beyond the protections of state and federal laws that frame policies and codes, generally.

These procedures are effective August 1, 2024.

**APPENDIX A:** Title IX Grievance Procedures for Addressing Formal Complaints of Sexual Harassment for Incidents of Covered Sexual Harassment That Are Alleged to Have Occurred Prior to August 1, 2024 (adapted from procedures last updated on September 17, 2021).

CSCU implemented the below Title IX Grievance Procedures (“Appendix Procedures”) for Covered Sexual Harassment as defined below, effective August 14, 2020, for incidents that occurred between August 14, 2020, and August 31, 2024. To the extent that alleged sexual misconduct falls outside these Appendix Procedures, CSCU retains authority to investigate and adjudicate policy violations under the procedures above. The elements established in these Appendix Procedures are not transferable to any other CSCU for any violation of the Student Code of Conduct, employment policies, or any civil rights violation except as narrowly defined in these Appendix Procedures. These Appendix Procedures do not set a precedent for other policies or processes of the CSCU and may not be cited for or against any right or aspect of any other or process.

These Appendix Procedures only apply to Formal Complaints of Covered Sexual Harassment (as defined below) regarding behavior that is alleged to have occurred between August 14, 2020 and July 31, 2024. Should any portion of the 2020 Title IX Final Rule, 85 Fed. Reg. 30026 (May 19, 2020), be stayed or held invalid by a court of law, or should those federal regulations be withdrawn or modified to not require some or all elements of these Appendix Procedures, these Appendix Procedures will be deemed revoked, and any conduct covered under the Interim Discriminatory Harassment, Nondiscrimination, and Title IX Policy shall be resolved under the Procedures above.

### **Covered Sexual Harassment**

For the purposes of these Appendix Procedures, “Covered Sexual Harassment” includes any conduct on the basis of sex that satisfies one or more of the following:

1. An employee conditioning educational benefits on participation in unwelcome sexual conduct (i.e., quid pro quo);
2. Unwelcome conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the educational institution’s education program or activity;
3. Sexual assault (as defined in the Clery Act), which includes any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent;
4. Dating violence (as defined in the Violence Against Women Act (VAWA) amendments to the Clery Act), which includes any 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: (i) The length of the relationship; (ii) The type of relationship; (iii) The frequency of interaction between the persons involved in the relationship.
5. Domestic violence (as defined in the VAWA amendments to the Clery Act), which includes any felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under Connecticut domestic or family violence laws or by any other person against an adult or youth victim who

is protected from that person's acts under the domestic or family violence laws of Connecticut.

6. Stalking (as defined in the VAWA amendments to the Clery Act), meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to-- (A) fear for their safety or the safety of others; or (B) suffer substantial emotional distress.

### **Consent**

For the purposes of these Appendix Procedures, “consent” refers to “affirmative consent.” Affirmative consent means an active, clear and voluntary agreement by a person to engage in sexual activity with another person.

### **Education Program or Activity**

For the purposes of these Appendix Procedures, CSCU’s “education program or activity” includes:

- Any on-campus premises
- Any off-campus premises that CSCU has substantial control over. This includes buildings or property owned or controlled by a recognized student organization.
- Activity occurring within computer and internet networks, digital platforms, and computer hardware or software owned or operated by, or used in the operations of CSCU’s programs and activities over which CSCU has substantial control.

### **Formal Complaint**

For the purposes of these Appendix Procedures, “Formal Complaint” means a document, including an electronic submission, filed by a Complainant with a signature or other indication that the Complainant is the person filing the Formal Complaint, or signed by the Title IX/Equity Coordinator, alleging Covered Sexual Harassment against a Respondent about conduct within CSCU’s education program or activity and requesting initiation of the procedures consistent with these Appendix Procedures to investigate the allegation.

### **Complainant**

For the purposes of these Appendix Procedures, Complainant means any individual who has reported being or is alleged to be the victim of conduct that could constitute Covered Sexual Harassment.

### **Relevant evidence and questions**

“Relevant” evidence and questions refer to any questions and evidence that tends to make an allegation of Covered Sexual Harassment more or less likely to be true. “Relevant” evidence and questions do not include the following types of evidence and questions, which are deemed “irrelevant” at all stages of these Appendix Procedures:

- Evidence and questions about the Complainant’s sexual predisposition or prior sexual behavior unless:
  - They are offered to prove that someone other than the Respondent committed the

- conduct alleged by the Complainant, or
- They concern specific incidents of the Complainant’s prior sexual behavior with respect to the Respondent and are offered to prove consent.
- Evidence and questions that constitute, or seek disclosure of, information protected under a legally-recognized privilege. Any party’s medical, psychological, and similar records unless the party has given voluntary, written consent.

**Respondent**

For the purposes of these Appendix Procedures, Respondent means any individual who has been reported to be the perpetrator of conduct that could constitute Covered Sexual Harassment.

**School Calendar Days**

For the purposes of these Appendix Procedures, “school calendar days” means the weekdays (Mondays through Fridays) when classes are in session.

**Privacy vs. Confidentiality**

References made to *confidentiality* refer to the ability of identified confidential resources to not report crimes and violations to law enforcement or college officials without permission, except for extreme circumstances, such as a health and/or safety emergency or child abuse. References made to *privacy* mean CSCU offices and employees who cannot guarantee confidentiality but will maintain privacy to the greatest extent possible, and information disclosed will be relayed only as necessary to investigate and/or seek a resolution and to notify the Title IX/Equity Coordinator or designee, who is responsible for tracking patterns and spotting systemic issues. CSCU will limit the disclosure as much as practicable, even if the Title IX Coordinator determines that the request for confidentiality cannot be honored.

**Disability Accommodations**

These Appendix Procedures do not alter any institutional obligations under federal disability laws including the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Parties may request reasonable accommodations for disclosed disabilities to the Title IX/Equity Coordinator at any point before or during these Appendix Procedures that do not fundamentally alter the process provided by these Appendix Procedures. The Title IX/Equity 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 institutional programs and activities.

**Non-Investigatory Measures Available Under these Appendix Procedures**

**Supportive Measures**

Complainants who report allegations that could constitute Covered Sexual Harassment under these Appendix Procedures, have the right to receive supportive measures from CSCU regardless of whether they desire to file a Formal Complaint. Supportive measures are non-disciplinary and non-punitive. As appropriate, supportive measures may include, but not be limited to:

- Counseling
- Extensions of deadlines or other course-related adjustments

- Modifications of work or class schedules
- Campus escort services
- Restrictions on contact between the parties (no contact orders)
- Changes in work or housing locations
- Leaves of absence
- Increased security and monitoring of certain areas of the campus

### **Emergency Removal**

CSCU retains the authority to remove a Respondent from CSCU program or activity on an emergency basis, where CSCU (1) undertakes an individualized safety and risk analysis and (2) determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Covered Sexual Harassment justifies a removal. If CSCU determines such removal is necessary, the respondent will be provided notice and an opportunity pursuant to Emergency Removal provision described in the Procedures above.

### **Administrative Leave**

CSCU retains the authority to place a non-student employee respondent on administrative leave during these Appendix Procedures, consistent with collective bargaining agreements and human resource policies.

### **Filing a Formal Complaint**

The timeframe for these Appendix Procedures begins with the filing of a Formal Complaint. These Appendix Procedures will be concluded within a reasonably prompt manner, and no longer than ninety (90) school calendar days after the filing of the Formal Complaint, provided that the timeframe under these Appendix Procedures may be extended for a good reason, including but not limited to the absence of a Party, a Party's Advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. The procedure for applying for extensions is described below.

To file a Formal Complaint, a Complainant must provide the Title IX/Equity Coordinator with a written, signed Complaint describing the facts alleged. Complainants are only able to file a Formal Complaint under these Appendix Procedures if they were participating in, or attempting to participate in, the education programs or activities of CSCU at the time of the alleged incident(s), including as an employee. For Complainants who do not meet this criteria, CSCU will use the Procedures above.

If a Complainant does not wish to make a Formal Complaint, the Title IX/Equity Coordinator may determine a Formal Complaint is necessary. CSCU will inform the Complainant of this decision in writing, and the Complainant need not participate in the process further but will receive all notices issued under these Appendix Procedures. Nothing in these Appendix Procedures prevents a Complainant from seeking the assistance of state or local law enforcement alongside the appropriate on-campus process.

### **Informal Resolution**

A Complainant who files a Formal Complaint may elect, at any time, to address the matter through

the Informal Resolution Process describe above. All Parties to a Formal Complaint must consent in writing to pursue an Informal Resolution.

### **Multi-Party Situations**

CSCU may consolidate Formal Complaints alleging Covered 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 Covered Sexual Harassment arise out of the same facts or circumstances.

### **Determining Jurisdiction**

The Title IX/Equity Coordinator will determine if these Appendix Procedures should apply to a Formal Complaint. These Appendix Procedures will apply when all of the following elements are met, in the reasonable determination of the Title IX/Equity Coordinator:

- The conduct is alleged to have occurred on or after August 14, 2020, but before August 1, 2024;
- The conduct is alleged to have occurred in the United States;
- The conduct is alleged to have occurred in CSCU's education program or activity; and
- The alleged conduct, if true, would constitute Covered Sexual Harassment as defined in these Appendix Procedures.

If all of the elements are met, CSCU will investigate the allegations according to these Appendix Procedures.

### **Allegations Potentially Falling Under Two Procedures**

If the alleged conduct would constitute Covered Sexual Harassment as well as other violations of the Interim Discriminatory Harassment, Nondiscrimination, and Title IX Policy, these Appendix Procedures will be applied to the Covered Sexual Harassment conduct. However, any conduct that is unrelated to Covered Sexual Harassment, will be investigated and adjudicated in accordance with other appropriate policies and procedures, as applicable.

### **Mandatory Dismissal**

If any one of the above elements are not met, the Title IX/Equity Coordinator will notify the Parties that the Formal Complaint is being dismissed for the purposes of these Appendix Procedures. Each Party may appeal this dismissal using the procedure outlined in "Appeals," below.

### **Discretionary Dismissal**

The Title IX/Equity Coordinator may dismiss a Formal Complaint brought under these Appendix Procedures, or any specific allegations raised within that Formal Complaint, at any time during the investigation or hearing, if:

- The Complainant notifies the Title IX/Equity Coordinator in writing that they would like to withdraw the Formal Complaint or any allegations raised in the Formal Complaint;
- The Respondent is no longer enrolled or employed by CSCU, or,
- If specific circumstances prevent CSCU from gathering evidence sufficient to reach a determination regarding the Formal Complaint or allegations within the Formal Complaint.

Any Party may appeal a dismissal determination using the process set forth in “Appeals,” below.

### **Notice of Dismissal**

Upon reaching a decision that the Formal Complaint will be dismissed, CSCU will promptly send written notice of the dismissal of the Formal Complaint or any specific allegation within the Formal Complaint, and the reason for the dismissal, simultaneously to the Parties through their institutional email accounts. It is the responsibility of Parties to maintain and regularly check their email accounts.

### **Notice of Removal**

Upon dismissal under these Appendix Procedures, CSCU retains discretion to utilize other policies and procedures to determine if a violation of other CSCU or College/University policies has occurred. If so, CSCU will promptly send written notice of the dismissal of the Formal Complaint under these Appendix Procedures and removal of the allegations to the appropriate referral process.

### **Notice of Allegations**

The Title IX/Equity Coordinator will draft and provide the Notice of Allegations to any Party to the allegations of Covered Sexual Harassment. Such notice will occur as soon as practicable, after CSCU receives a Formal Complaint of the allegations, if there are no extenuating circumstances. The Parties will be notified by their CSCU-issued email accounts if they are a student or employee, and by other reasonable means if they are neither. CSCU will provide sufficient time for the parties to review the Notice of Allegations and prepare a response before any initial interview.

The Title IX/Equity Coordinator may determine that the Formal Complaint must be dismissed on the mandatory grounds identified above, and will issue a Notice of Dismissal. If such a determination is made, any Party to the allegations of Covered Sexual Harassment identified in the Formal Complaint will receive the Notice of Dismissal in conjunction with, or in separate correspondence after, the Notice of Allegations.

### **Contents of Notice**

The Notice of Allegations will include the following:

- Notice of and a copy of CSCU’s Appendix Procedures.
- Notice of the allegations potentially constituting Covered Sexual Harassment, and sufficient details known at the time the Notice is issued, such as the identities of the Parties involved in the incident, if known, including the Complainant; the conduct allegedly constituting Covered Sexual Harassment and the policy violated; and the date and location of the alleged incident, if known.
- A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
- A statement that the Parties may have an Advisor of their choice, who may be, but is not required to be, an attorney, as required under federal law;
- A statement that before the conclusion of the investigation, the Parties may inspect and review evidence obtained as part of the investigation that is directly related to the

allegations raised in the Formal Complaint, including the evidence upon which CSCU does not intend to rely in reaching a determination regarding responsibility, and evidence that both tends to prove or disprove the allegations, whether obtained from a party or other source, as required under federal law;

- A statement that prohibits knowingly making false statements or knowingly submitting false information during these Appendix Procedures.

### **Ongoing Notice**

If, in the course of these Appendix Procedures, the institution decides to investigate allegations about the Complainant or Respondent that are not included in the Notice of Allegations and are otherwise Covered Sexual Harassment falling within these Appendix Procedures, CSCU will notify the Parties whose identities are known of the additional allegations by their CSCU-issued email accounts or other reasonable means. The Parties will be provided sufficient time to review the additional allegations to prepare a response before any initial interview regarding those additional charges.

### **Advisor of Choice and Participation of Advisor of Choice**

CSCU will provide the Parties equal access to Advisors and support persons; any restrictions on Advisor participation will be applied equally.

CSCU has a long-standing practice of requiring students to participate in the process directly and not through an advocate or representative. Students participating as Complainant or Respondent in this process may be accompanied by an Advisor of Choice to any meeting or hearing to which they are required or are eligible to attend. The Advisor of Choice is not an advocate. Except where explicitly stated by these Appendix Procedures, as consistent with federal law, Advisors of Choice shall not participate directly in the process as per standard policy and practice of CSCU.

CSCU will not intentionally schedule meetings or hearings on dates where the Advisors of Choice for all Parties are not available, provided that the Advisors act reasonably in providing available dates and work collegially to find dates and times that meet all schedules.

CSCU's obligations to investigate and adjudicate in a prompt timeframe under Title IX and other policies apply to matters governed under these Appendix Procedures, and CSCU cannot agree to extensive delays solely to accommodate the schedule of an Advisor of Choice. The determination of what is reasonable shall be made by the Title IX/Equity Coordinator or designee. CSCU will not be obligated to delay a meeting or hearing under this process more than five (5) school calendar days due to the unavailability of an Advisor of Choice and may offer the Party the opportunity to obtain a different Advisor of Choice or utilize one provided by CSCU.

### **Notice of Meetings and Interviews**

CSCU will provide, to a Party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings with a Party, with sufficient time for the party to prepare to participate.

### **Delays**

Each Party may request a one-time delay in these Appendix Procedures of up to five (5) school calendar



days for good cause (granted or denied in the sole judgment of the Title IX/Equity Coordinator or designee) provided that the requestor provides reasonable notice and the delay does not overly inconvenience other Parties. For example, a request to take a five day pause made an hour before a hearing for which multiple Parties and their Advisors have traveled to and prepared for shall generally not be granted, while a request for a five day pause in the middle of investigation interviews to allow a Party to obtain certain documentary evidence shall generally be granted. The Title IX/Equity Coordinator or designee shall have sole judgment to grant further pauses under these Appendix Procedures.

## **Investigation**

### **General Rules of Investigations**

An investigator designated by the Title IX/Equity Coordinator will perform an investigation under a reasonably prompt timeframe of the conduct alleged to constitute Covered Sexual Harassment after issuing the Notice of Allegations.

CSCU and not the Parties, has the burden of proof and the burden of gathering evidence, i.e. the responsibility of showing a violation of Title IX has occurred. This burden does not rest with either Party, and either Party may decide not to share their account of what occurred or may decide not to participate in an investigation or hearing. This does not shift the burden of proof away from CSCU and does not indicate responsibility.

CSCU cannot access, consider, or disclose medical records without a waiver from the Party (or parent, if applicable) to whom the records belong or of whom the records include information. CSCU will provide an equal opportunity for the Parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence, (i.e. evidence that tends to prove and disprove the allegations) as described below.

### **Inspection and Review of Evidence**

Prior to the completion of the investigation, the Parties will have an equal opportunity to inspect and review the evidence obtained through the investigation. 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.

Evidence that will be available for inspection and review by the Parties will be any evidence that is directly related to the allegations raised in the Formal Complaint. It will include any:

- Evidence that is relevant, even if that evidence does not end up being relied upon by CSCU in making a determination regarding responsibility;
- Inculpatory or exculpatory evidence (i.e. evidence that tends to prove or disprove the allegations) that is directly related to the allegations, whether obtained from a party or other source.

All Parties must submit any evidence they would like the investigator to consider prior to when the Parties' time to inspect and review evidence begins.

CSCU will send the evidence made available for each Party and each Party's Advisor, if any, to inspect and review through an electronic format or a hard copy. CSCU is not under an obligation to use any specific process or technology to provide the evidence and shall have the sole discretion in terms of

determining format and any restrictions or limitations on access.

The Parties will have ten (10) school calendar days to inspect and review the evidence and submit a written response by email to the investigator. The investigator will consider the parties' written responses before completing the Investigative Report.

### **Requests to Extend Inspection and Review**

CSCU may provide the Parties five (5) school calendar days after the initial inspection and review of evidence, and before the investigator completes their Investigative Report, to provide additional evidence in response to their inspection and review of the evidence, and then provide the Parties five (5) school calendar days to inspect, review, and respond to the Party's additional evidence through a written response to the investigator. Those written responses may be disclosed to the parties.

Any evidence subject to inspection and review will be available at any hearing, including for purposes of cross-examination. The Parties and their Advisors agree not to photograph or otherwise copy the evidence and must sign an agreement not to disseminate any of the evidence subject to inspection and review or use such evidence for any purpose unrelated to these Appendix Procedures.

### **Inclusion of Evidence Not Directly Related to the Allegations:**

Evidence obtained in the investigation that is determined in the reasoned judgment of the investigator not to be directly related to the allegations in the Formal Complaint will not be disclosed, or may be appropriately redacted before the Parties' inspection to avoid disclosure of personally identifiable information of a student. Any evidence obtained in the investigation that is kept from disclosure or appropriately redacted will be documented in a "privilege log" that may be reviewed by the Parties and their Advisors, if any.

### **Investigative Report**

The investigator designated by the Title IX/Equity Coordinator will create an Investigative Report that fairly summarizes relevant evidence, and will provide that Report to the Parties at least ten (10) school calendar days prior the hearing in an electronic format or a hard copy for each Party's review and written response. The Investigative Report is not intended to catalog all evidence obtained by the investigator, but only to provide a fair summary of that evidence. Only relevant evidence (including both inculpatory and exculpatory – i.e. tending to prove and disprove the allegations - relevant evidence) will be referenced in the Investigative Report. The investigator may redact irrelevant information from the Investigative Report when that information is contained in documents or evidence that is/are otherwise relevant.

## **Hearing**

### **General Rules of Live Hearings**

CSCU will not issue a disciplinary sanction arising from an allegation of Covered Sexual Harassment without holding a live hearing unless otherwise resolved through an informal resolution process.

The live hearing may be conducted with all Parties physically present in the same geographic location,

or, at CSCU's discretion, any or all Parties, witnesses, and other participants may appear at the live hearing virtually through remote video conferencing. This technology will enable participants simultaneously to see and hear each other. At its discretion, CSCU may delay or adjourn a hearing based on technological errors not within a Party's control.

All proceedings will be recorded through either an audio recording, audiovisual recording or transcript. That recording or transcript will be made available to the Parties for inspection and review.

Prior to obtaining access to any evidence, the Parties and their advisors must sign an agreement not to disseminate any of the testimony heard or evidence obtained in the hearing or use such testimony or evidence for any purpose unrelated to these Appendix Procedures. Once signed, this Agreement may not be withdrawn.

### **Continuances or Granting Extensions**

CSCU may determine that multiple sessions or a continuance (i.e. a pause on the continuation of the hearing until a later date or time) is needed to complete a hearing. If so, CSCU will notify all participants and endeavor to accommodate all participants' schedules and complete the hearing as promptly as practicable.

### **Newly-discovered Evidence**

As a general rule, no new evidence or witnesses may be submitted during the live hearing. If a Party identifies new evidence or witnesses that were not reasonably available prior to the live hearing and could affect the outcome of the matter, the Party may request that such evidence or witnesses be considered at the live hearing.

The Hearing Official/Panel will consider this request and make a determination regarding (1) whether such evidence or witness testimony was actually unavailable by reasonable effort prior to the hearing, and (2) whether such evidence or witness testimony could affect the outcome of the matter. The Party offering the newly-discovered evidence or witness has the burden of establishing these questions by the preponderance of the evidence.

If the Hearing Official/Panel answers in the affirmative to both questions, then the Parties will be granted a reasonable pause in the hearing to review the evidence or prepare for questioning of the witness.

### **Participants in the Live Hearing**

Live hearings are not public, and the only individuals permitted to participate in the hearing are as follows:

#### *Complainant and Respondent (The Parties)*

- The Parties cannot waive the right to a live hearing.
- CSCU will not threaten, coerce, intimidate or discriminate against the Party in an attempt to secure the Party's participation.
- The hearing body cannot draw an inference about the determination regarding responsibility based solely on a Party's absence from the live hearing or refusal to answer

cross examination or other questions.

#### *The Hearing Body*

- The hearing body will consist of a single decision-maker
- No member of the hearing body will also have served as the Title IX/Equity Coordinator, investigator, or Advisor to any party in the case, nor may any member of the hearing body serve on the appeals body in the case.
- No member of the hearing body will have a conflict of interest or bias in favor of or against Complainants or Respondents generally, or in favor or against the Parties to the particular case.
- The hearing body will be trained on topics including how to serve impartially, issues of relevance, including how to apply the rape shield protections provided for Complainants, and any technology to be used at the hearing.
- The Parties will have an opportunity to raise any objections regarding a decision-maker's actual or perceived conflicts of interest or bias at the commencement of the live hearing.

#### *Advisor of Choice*

- The Parties have the right to select an Advisor of their choice, who may be, but does not have to be, an attorney.
- The Advisor of choice may accompany the Party to any meeting or hearing they are permitted to attend, but may not speak for the Party, except for the purpose of cross-examination.
- The Parties are not permitted to conduct cross-examination; it must be conducted by the Advisor. As a result, if a Party does not select an Advisor, the institution will select an Advisor to serve in this role for the limited purpose of conducting the cross-examination at no fee or charge to the Party.
- The Advisor is not prohibited from having a conflict of interest or bias in favor of or against Complainants or Respondents generally, or in favor or against the Parties to the particular case.
- The Advisor is not prohibited from being a witness in the matter.
- If a Party does not attend the live hearing, the Party's Advisor may appear and conduct cross-examination on their behalf.
- If neither a Party nor their advisor appear at the hearing, CSCU will provide an Advisor to appear on behalf of the non-appearing party.

#### *Witnesses*

- Witnesses cannot be compelled to participate in the live hearing and have the right not to participate in the hearing free from retaliation.

#### **Hearing Procedures**

For all live hearings conducted under these Appendix Procedures, the hearing procedure will be as follows:

- The hearing body will open and establish rules and expectations for the hearing;

- The Parties will each be given the opportunity to provide opening statements;
- The hearing body will ask questions of the Parties and witnesses;
- Parties will be given the opportunity for live cross-examination after the hearing body conducts its initial round of questioning; During the Parties' cross-examination, the hearing body will have the authority to pause cross-examination at any time for the purposes of asking the hearing body's own follow up questions; and any time necessary in order to enforce the established rules of decorum.
- Should a Party or the Party's Advisor choose not to cross-examine a Party or witness, the Party shall affirmatively waive cross-examination through a written or oral statement to the hearing body. A Party's waiver of cross-examination does not eliminate the ability of the hearing body to use statements made by the Party.
- The hearing body is allowed to consider statements made by Parties or witnesses that are otherwise permitted under federal law, even if those Parties or witnesses do not participate in cross-examination at the live hearing, in reaching a determination regarding responsibility under these Appendix Procedures.

### **Live Cross-Examination Procedure**

Each Party's Advisor will conduct live cross-examination of the other Party or Parties and witnesses. During this live-cross examination the Advisor will ask the other Party or Parties and witnesses relevant questions and follow-up questions, including those challenging credibility directly, orally, and in real time. Before any cross-examination question is answered, the hearing body will determine if the question is relevant. Cross-examination questions that are duplicative of those already asked, including by the hearing body may be deemed irrelevant if they have been asked and answered.

### **Review of Transcript/Recording**

Either the recording or transcript of the hearing will be available for review by the Parties unless there are any extenuating circumstances. The record/transcript of the hearing will not be provided to Parties or Advisors of choice.

### **Determination Regarding Responsibility**

#### **Standard of Proof**

CSCU uses the preponderance of the evidence standard for investigations and determinations regarding responsibility of Formal Complaints covered under these Appendix Procedures. This means that the investigation and hearing determine whether it is more likely than not that a violation occurred.

### **General Considerations for Evaluating Testimony and Evidence**

While the opportunity for cross-examination is required in all hearings under these Appendix Procedures, determinations regarding responsibility may be based in part, or entirely, on documentary, audiovisual, and digital evidence, as warranted in the reasoned judgment of the hearing body.

The hearing body shall not draw inferences regarding a Party or witness' credibility based on the Party or witness' status as a Complainant, Respondent, or witness, nor shall it base its judgments in stereotypes about how a Party or witness would or should act under the circumstances.

Generally, credibility judgments should rest on the demeanor of the Party or witness, the plausibility of their testimony, the consistency of their testimony, and its reliability in light of corroborating or conflicting testimony or evidence.

Still, credibility judgments should not rest on whether a Party or witness' testimony is non-linear or incomplete, or if the Party or witness is displaying stress or anxiety.

Decision makers will afford the highest weight relative to other testimony to first-hand testimony by Parties and witnesses regarding their own memory of specific facts that occurred. Both inculpatory and exculpatory (i.e. tending to prove and disprove the allegations) evidence will be weighed in equal fashion.

Except where specifically barred by federal law, a witness' testimony regarding third-party knowledge of the facts at issue will be allowed, but will generally be accorded lower weight than testimony regarding direct knowledge of specific facts that occurred.

These Appendix Procedures require that the hearing body allow Parties to call "expert witnesses" for direct and cross examination. CSCU does not provide for expert witnesses in other proceedings. While the expert witness will be allowed to testify and be crossed as required under federal law, the decision-maker will be instructed to afford lower weight to non-factual testimony of the expert relative to fact witnesses, and any expert testimony that is not directed to the specific facts that occurred in the case will be afforded lower weight relative to fact witnesses, regardless of whether the expert witness testimony is the subject of cross examination and regardless of whether all Parties present experts as witnesses.

These Appendix Procedures require that CSCU allows Parties to call character witnesses to testify. CSCU does not provide for character witnesses in other proceedings. While the character witnesses will be allowed to testify and be crossed as required under federal law, the decision-maker will be instructed to afford very low weight to any non-factual character testimony of any witness.

These Appendix Procedures require that CSCU admit and allow testimony regarding polygraph tests ("lie detector tests") and other procedures that are outside of standard use in academic and non-academic conduct processes. While the processes and testimony about them will be allowed to testify and be crossed as required under federal law, the decision-maker will be instructed to afford lower weight to such processes relative to the testimony of fact witnesses.

Where a Party or witness' conduct or statements demonstrate that the Party or witness is engaging in retaliatory conduct, including but not limited to witness tampering and intimidation, the hearing body may draw an adverse inference as to that Party or witness' credibility.

### **Components of the Determination Regarding Responsibility**

The written Determination Regarding Responsibility will be issued simultaneously to all Parties through their CSCU email account, or other reasonable means as necessary. The Determination will

include:

- Identification of the allegations potentially constituting Covered Sexual Harassment;
- A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the Parties, interviews with Parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- Findings of fact supporting the determination;
- Conclusions regarding which section of these Appendix Procedures, if any, the Respondent has or has not violated.
- For each allegation:
  - A statement of, and rationale for, a determination regarding responsibility;
  - A statement of, and rationale for, any disciplinary sanctions the recipient imposes on the Respondent; and
  - A statement of, and rationale for, whether remedies designed to restore or preserve equal access to CSCU's education program or activity will be provided by CSCU to the Complainant; and
- CSCU's procedures and the permitted reasons for the Complainant and Respondent to appeal (described below in "Appeal").

### **Timeline of Determination Regarding Responsibility**

If there are no extenuating circumstances, the determination regarding responsibility will be issued by CSCU within ten (10) school calendar days of the completion of the hearing.

### **Finality**

The determination regarding responsibility becomes final either on the date that CSCU provides the Parties with the written determination of the result of the appeal, if an appeal is filed consistent with the procedures and timeline outlined in "Appeals" below, or if an appeal is not filed, the date on which the opportunity to appeal expires.

### **Appeals**

Each Party may appeal the dismissal of a Formal Complaint or any included allegations and/or a determination regarding responsibility. To appeal, a Party must submit their written appeal within five (5) school calendar days of being notified of the decision, indicating the grounds for the appeal.

The limited grounds for appeal available are as follows:

- Procedural irregularity that affected the outcome of the matter (i.e. a failure to follow these Appendix Procedures);
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- The Title IX/Equity Coordinator, Investigator(s), or decision-maker(s) had a conflict of interest or bias for or against an individual Party, or for or against Complainants or Respondents in general, that affected the outcome of the matter;
- The severity of sanctions.

The submission of appeal stays any sanctions for the pendency of an appeal. Supportive measures and remote learning opportunities remain available during the pendency of the appeal.

If a Party appeals, CSCU will as soon as practicable notify the other Party in writing of the appeal; however, the time for appeal shall be offered equitably to all Parties and shall not be extended for any Party solely because the other party filed an appeal.

Appeals should be submitted in electronic form using ARIAL or TIMES NEW ROMAN, 12 point font, and single-spaced. Appeals should use footnotes, not endnotes. Appeals that do not meet these standards may be returned to the Party for correction, but the time for appeal will not be extended unless there is evidence that technical malfunction caused the appeal document not to meet these standards.

Appeals will be decided by an Appeals Officer, who will be free of conflict of interest and bias, and will not serve as investigator, Title IX/Equity Coordinator, or hearing decision maker in the same matter.

Outcome of appeal will be provided in writing simultaneously to both Parties, and include a rationale for the decision.

### **Retaliation**

CSCU will keep the identity of any individual who has made a Report or Complaint Covered Sexual Harassment confidential, including the identity of any individual who has made a Report or filed a Formal Complaint of Covered Sexual Harassment under these Appendix Procedures, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as permitted by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding under these Appendix Procedures.

No person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX of the Education Amendments of 1972 or its implementing regulations.

No person may intimidate, threaten, coerce, or discriminate against any individual 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 these Appendix Procedures.

Any intimidation, threats, coercion, or discrimination, for the purpose of interfering with any right or privilege secured by Title IX or its implementing regulations constitutes retaliation. This includes any charges filed against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but that arise from the same facts or circumstances as a Report or Complaint of sex discrimination or a report or Formal Complaint of Covered Sexual Harassment.

Complaints alleging retaliation may be filed according to the Procedures promulgated pursuant to the Interim Discriminatory Harassment, Nondiscrimination, and Title IX Policy.

### **Sanctions**

See the Procedures above for applicable sanctions.