JUSTICE RESOURCE INSTITUTE	
POLICY NUMBER:	**RI-002**
POLICY NAME:	**JRI Schools Title IX Rights and Non-Discrimination**
REVIEW/REVISED DATE:	**November 17, 2026**
REGULATIONS EFFECTIVE:	**September 28, 2026**

I. STATEMENT OF NON-DISCRIMINATION

Justice Resource Institute and its programs and schools (collectively, "JRI") are committed to the health, safety, and welfare of its students and employees. JRI does not discriminate against anyone on the basis of any characteristic protected by state or federal law, including sex, and prohibits discrimination on the basis of sex in any education program or activity that JRI operates, including admissions and employment, as required by Title IX (20 U.S.C. § 1681) and its implementing regulations (34 C.F.R. Part 106) (collectively, "Title IX") and Massachusetts regulations (603 C.M.R. 105(2)). JRI's Title IX nondiscrimination policy and grievance procedures, outlined in this document, are also located at www.jri.org and at JRI's programs and schools.

II. PURPOSE AND SCOPE

The purpose of this Title IX Rights and Non-Discrimination Policy document (the "Policy") is to notify School students and employees of their rights under Title IX and to outline the steps that JRI will take in response to allegations of discrimination on the basis of sex, including allegations of sexual harassment, that occurs under JRI's education program or activity. This policy is reviewed at least annually and revised when there are material changes to Title IX law, regulations, or education department compliance requirements.

III. APPLICABILITY

Residential Education Programs
Day School Programs

IV. PROHIBITED CONDUCT

No student or employee of JRI shall engage in any conduct prohibited by Title IX, including sexual harassment and retaliation, against a person in the United States, while participating in JRI's education program or activity.

V. TITLE IX COORDINATOR

A Title IX Coordinator is responsible for coordinating JRI's compliance with its obligations under Title IX and this Policy. When notified of conduct that reasonably may violate Title IX, a Title IX Coordinator will follow the notification protocol as outlined within JRI policy RI-006 Incident Reporting and Investigations and take action to promptly and effectively end any

discrimination on the basis of sex in JRI's education program or activity, prevent its recurrence, and remedy its effects.

The Title IX Coordinator designated for each of JRI's schools and programs shall be its respective School Principal or Program Director. Title IX Coordinators may be reached directly by phone or email or in person. Contact information for the Title IX Coordinators is listed in Section X of this policy.

VI. DEFINITIONS

"Appeals Arbiter" means an individual, other than the Investigator or Decisionmaker assigned to a particular investigation under this Policy, designated by JRI to determine the outcome of an appeal submitted by a Party, as described in Section VIII(K) of this Policy. The Appeals Arbiter shall be the JRI Chief of Administration and General Counsel.[1]

"Complainant" means an individual who is alleged to be the victim of conduct that is prohibited by Title IX.

"Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the Complainant. The existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

"Decisionmaker" means an individual, other than the Investigator, the Title IX Coordinator, and the Appeals Arbiter assigned to a particular investigation or appeal under this Policy, designated by JRI to determine whether conduct occurred in violation of this Policy and to issue a written determination of responsibility. The Decisionmaker shall be the Principal, Program Director, Superintendent of Day Schools, Division Director and/or Vice President.[2]

"Domestic violence" refers to felony or misdemeanor crimes committed by a person who (i) is a current or former spouse or intimate partner of the Complainant under the family or domestic violence laws of the jurisdiction of JRI, or a person similarly situated to a spouse of the Complainant; (ii) is cohabitating, or has cohabitated, with the Complainant as a spouse or intimate partner; (iii) shares a child in common with the Complainant; or (iv) commits acts against a youth or adult Complainant who is protected from those acts under the family or domestic violence laws of the jurisdiction of JRI.

"Investigator" means any individual, other than the Decisionmaker and the Appeals Arbiter assigned to a particular investigation or appeal under this Policy, designated by JRI to conduct an

[1] In the event that a complaint against the Chief Executive Officer of JRI is opened for investigation under this Policy, the Appeals Arbiter for that complaint shall be an independent third party selected by the Board of Trustees for JRI and an individual other than the Decisionmaker for that matter.

[2] In the event that a complaint against the Chief Executive Officer of JRI is opened for investigation under this Policy, the Decisionmaker for that complaint shall be an independent third party selected by the Board of Trustees for JRI.

investigation in accordance with the grievance procedures described in this Policy, including gathering evidence directly related to the alleged conduct, and not otherwise impermissible, and providing it to the Decisionmaker.

"Party" or "Parties" means the Complainant(s) and Respondent(s), as applicable.

"Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute conduct prohibited by Title IX, including sexual harassment.

"Sexual harassment" means conduct on the basis of sex that falls within one or more of the following categories: (1) an employee of JRI conditioning the provision of an aid, benefit, or service of JRI on an individual's participation in unwelcome sexual conduct; (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to JRI's education program or activity; or (3) "sexual assault" as defined in 20 U.S.C. § 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. § 12291(a)(10), "domestic violence" as defined in 34 U.S.C. § 12291(a)(8), or "stalking" as defined in 34 U.S.C. § 12291(a)(30).

"Sexual assault" means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the federal Bureau of Investigation.

"Stalking" means "engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (i) fear for the person's safety or the safety of others; or (ii) suffer substantial emotional distress.

"Title IX Coordinator" means an individual designated in Section IV of this Policy.

VII. REPORTING

Students, parents, and guardians are strongly encouraged to, and employees of JRI must, report allegations of sex discrimination, including sexual harassment, to a Title IX Coordinator promptly, whether or not the reporting individual is the person alleged to be the victim of conduct that could constitute sexual harassment. Reports may be made at any time (including during non-business hours) in person, by mail, by telephone, or by email, using the contact information listed for the Title IX Coordinators in Section X of this Policy, or by any other means that results in a Title IX Coordinator receiving the person's oral or written report.

VIII. RESPONSE TO ALLEGATION(S) OF SEX DISCRIMINATION

A. INITIAL CONTACT

Upon receipt of an allegation of conduct that may constitute sex discrimination, including sexual harassment, a Title IX Coordinator will promptly contact the Complainant to:

i. discuss the availability of supportive measures, as described in Section VIII(E) of this Policy, and consider the Complainant's wishes with respect to such supportive measures;[3]
ii. inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint; and
iii. explain to the Complainant the process for filing a complaint, as described in Section VII(B) of this Policy.

B. FORMAL COMPLAINT

Generally. A formal complaint is a document filed by a Complainant or signed by a Title IX Coordinator alleging that Respondent engaged in conduct prohibited by Title IX (i.e., discrimination on the basis of sex, including sexual harassment, and retaliation), and requesting that JRI investigate the allegation(s) under its Title IX grievance procedures in the Policy. At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the education program or activity of JRI.

How to File. A formal complaint may be filed with a Title IX Coordinator in person, by mail, or by electronic mail/email, by using the contact information identified in Section IV of this Policy. The signature on a formal complaint may be a physical or digital signature or other mark that indicates that the Complainant is the individual filing the formal complaint.

Consolidation of Formal Complaints. JRI may consolidate formal complaints as to allegations of sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one Complainant or more than one Respondent, references in this Policy to the singular "Party," "Complainant," or "Respondent" include the plural, as applicable.

School Response. In response to a formal complaint, JRI will follow the grievance procedures described in Section VIII of this Policy.

Mandatory Dismissal. With respect to a formal complaint alleging sexual harassment, JRI must dismiss the formal complaint (or specific allegations of sexual harassment within the formal complaint) if the conduct alleged in the formal complaint: (i) does not constitute sexual harassment, as defined in Section V of this Policy, even if proved; (ii) did not occur in JRI's education program or activity; or (iii) did not occur against a

[3] For any Party who is an individual with a disability, as defined in the Rehabilitation Act of 1973, as amended, 29 U.S.C. 705 (the "Rehabilitation Act"), or a child with a disability as defined in the Individuals with Disabilities Education Act, 20 U.S.C. 1401(3) ("IDEA"), the Title IX Coordinator will consult with one or more members, as appropriate, of the Party's IEP team or the group of persons responsible for the Party's placement decision under 34 CFR 104.35(c), if any, to determine how to comply with the requirements of IDEA and Section 504 of the Rehabilitation Act throughout JRI's implementation of grievance procedures, including with respect to supportive measures.

person in the United States. Such a dismissal does not preclude JRI from taking action under another provision of JRI's code of conduct.

Optional Dismissal. JRI may dismiss a formal complaint or any of the allegations therein if, at any time during the grievance process: (i) a Complainant notifies the Title IX Coordinator that they would like to withdraw the formal complaint or any allegations therein; (ii) the Respondent is no longer enrolled in or employed by JRI; or (iii) the specific circumstances prevent JRI from gathering evidence sufficient to reach a determination as to the formal complaint or any allegations therein.

Following Dismissal. In the event of a dismissal, JRI will promptly send written notice of the dismissal and the reason(s) therefore simultaneously to the Parties. JRI will also notify the Parties that each Party may appeal the dismissal on the bases described in Section VIII(K) of this Policy.

IX. FORMAL GRIEVANCE PROCEDURES

A. PURPOSE

The purpose of these grievance procedures is to provide for the prompt and equitable resolution of complaints alleging sexual harassment and any other conduct that would be prohibited by Title IX. JRI is committed to treating Complainants and Respondents equitably in this grievance process by, among other things, offering supportive measures to Complainants (and to Respondents, if determined appropriate by JRI, in its sole discretion), providing remedies to a Complainant when a determination has been made that Respondent's conduct violated Title IX, and following this grievance process before the imposition of any disciplinary sanctions or other actions against a Respondent.

The initial notice requirement is discussed below, followed by key elements of the grievance procedures and a discussion of steps and expected timeframes.

B. INITIAL NOTICE REQUIREMENT

Upon the filing of a formal complaint with/by a Title IX Coordinator alleging conduct that may violate Title IX, including sexual harassment, the Title IX Coordinator will provide written notice of the allegation(s) to all known Parties, which notice will include: (i) a copy of this Policy; (ii) sufficient information about the allegation(s) available at the time to allow the Parties to respond to the allegations, including the identities of the Parties involved in the incident(s), the conduct alleged to constitute sexual harassment or retaliation under Title IX, and the date(s) and location(s) of the alleged incident(s), if known; (iii) 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; (iv) notice that each Party may have an advisor of their choice, who may be, but is not required to be, an attorney, as described in Section VIII(D) below; (v) notice that the Parties may inspect and review the directly related and not otherwise impermissible evidence collected over the course of an investigation, as described in

Section VIII(F) below; (vi) notice of any provision in JRI's Code of Conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process; and (vii) a statement that retaliation is prohibited under this Policy, as described in Section VIII(M) below. This notice will also identify the name and contact information of the Investigator assigned to investigate the complaint. This notice will be provided to all Parties, and each Party shall have five (5) calendar days from receipt of the notice to submit to the Investigator a written response to the allegation(s) (i.e., by the "Notice Response Deadline"), as each Party sees fit.

C. PRESUMPTION

During the course of this grievance process, any Respondent is presumed to be not responsible for the alleged conduct until a determination regarding responsibility is made by the Decisionmaker at the conclusion of the grievance process.

D. ADVISOR

All Parties have the right to be accompanied to any meeting or proceeding related to the grievance process by the advisor of their choice, who may be, but is not required to be, an attorney. JRI may establish restrictions regarding the extent to which the advisor may participate in the proceedings, which restrictions will apply equally to all Parties.

E. SUPPORTIVE MEASURES

Throughout the grievance process, including the informal resolution process, JRI will offer, as appropriate, supportive measures to the Complainant; JRI will also offer supportive measures to the Respondent if determined appropriate by JRI, in its sole discretion. Supportive measures are non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or Respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to JRI's education program or activity without unreasonably burdening the other Party, including measures designed to protect the safety of all parties or JRI's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the Parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. JRI will maintain as confidential any supportive measures provided to the Complainant or Respondent, to the extent that maintaining such confidentiality does not impair JRI's ability to provide the supportive measures. Throughout the grievance process, JRI will maintain confidentiality consistent with the provisions of Section VIII(F), *Confidentiality – School*, below.

F. INVESTIGATION

Burden. The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility under this Policy rest on JRI and not on the Parties, subject to the evidentiary limitations described below.

Evidentiary Limitations. JRI may not access, consider, disclose, or otherwise use a Party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the Party, unless JRI obtains that Party's voluntary, written consent to do so for a grievance process conducted in accordance with Section VIII of this Policy. Such evidence, absent voluntary, written consent, is deemed impermissible for consideration under this Policy. Likewise, JRI may not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has voluntarily waived such privilege in writing. Additional details about the evidence that may and may not be considered under these grievance procedures is described in Section VIII(H) of this Policy.

Equal Opportunity to Present Evidence. Parties have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence that is directly related to the allegation(s) opened for investigation under these grievance procedures and not otherwise impermissible. Parties may present such evidence and witnesses to the Investigator at any time prior to receiving a copy of the evidence, as described in Section VIII(I)(ii) below.

Evaluation of Evidence. JRI will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance, consistent with Title IX. JRI will then, in assessing whether the alleged conduct violated this Policy, conduct an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence, that is directly related to the allegation(s) opened for investigation and not otherwise impermissible. Credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.

Equal Opportunity to Access Evidence. Parties have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegation(s) opened for investigation and not otherwise impermissible; and Parties have an opportunity to respond to that evidence, as described in Section VIII(I)(iii) below.

Confidentiality - Parties. JRI will not restrict any Party's ability to discuss the allegations under investigation, i.e., those allegations in a formal complaint opened for investigation by JRI in accordance with these grievance procedures. However, JRI may restrict the Parties' ability to discuss information that does not consist exclusively of the "allegations under investigation," such as evidence related to such allegations or the investigative report. In addition, the Parties cannot engage in retaliation, including against witnesses, as discussed in Section VIII(M) below. JRI may also restrict the ability of non-parties to

discuss the allegations under investigation, subject to other applicable state and federal laws and regulations.

Confidentiality – School. JRI will take reasonable steps to protect the privacy of the Parties and witnesses during its grievance procedures. JRI will keep confidential the identity of (i) any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, (ii) any individual who has been reported to be the perpetrator of sex discrimination, (iii) any Party, and (iv) any witness, except as may be permitted by the Massachusetts Student Records Regulations (603 CMR 23.00 et seq.) and the Family Educational Rights and Privacy Act, or as required by law, or to carry out the purposes of Title IX, including the conduct of any investigation or informal resolution arising thereunder. In addition, JRI will not disclose information about any supportive measures to persons other than the person to whom they are offered or provided, to the extent that maintaining such confidentiality would not impair the ability of JRI to provide the supportive measures, as discussed in Section VIII(E) above.

G. OBJECTIVITY

No individual designated as the Title IX Coordinator, Investigator, Decisionmaker, Appeals Arbiter, or any person designated by JRI to facilitate an informal resolution process, shall have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.

H. STANDARD OF EVIDENCE & RELEVANCE

JRI will apply the preponderance of the evidence standard (i.e., an analysis of whether evidence demonstrates that something is more likely than not to be true) to determine whether this Policy was violated.

Rape Shield Protections for Complainants. Questions and evidence about a Complainant's sexual predisposition or prior sexual behavior are considered irrelevant and impermissible in an investigation conducted in accordance with this Policy, unless such questions and evidence are offered to prove that someone other than the Respondent committed the alleged conduct, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent to the alleged sexual harassment.

I. INVESTIGATION STEPS AND TIMELINE

JRI will complete the grievance process within a reasonably prompt timeframe after the filing of a formal complaint, taking into consideration the nature and complexity of the allegation(s) and scope of the investigation, as follows:

i. *Interviews & Collection of Evidence.* Following the Notice Response Deadline, defined in Section VIII(B) above, the Investigator(s) shall conduct

any interview(s) that they deem necessary and collect other evidence, including fact witnesses and other inculpatory and exculpatory evidence presented by the Parties, that is directly related to the allegation(s) opened for investigation and not otherwise impermissible, as described in Section VIII(F) and Section VIII(H) above.

ii. *Distribution of Evidence.* Prior to the conclusion of the investigation, JRI will send to each Party and their advisor, as appropriate, all evidence obtained as a part of the investigation that is directly related to the allegation(s) opened for investigation and not otherwise impermissible, as described in Section VIII(F) and Section VIII(H) above.

iii. *Party Opportunity to Respond to Evidence.* Within ten (10) calendar days of receiving the evidence provided by JRI, the Parties may submit to the Investigator a written response to such evidence.

iv. *Investigative Report.* After considering any written responses the Parties may submit in response to the evidence made available for inspection and review by JRI, as described in this Section VIII(I) above, the Investigator shall create an investigative report that fairly summarizes the relevant and not impermissible evidence gathered (the "Investigative Report"). The Investigator shall send to each Party and their advisor(s), as appropriate, a copy of the Investigative Report, for their review and optional written response.

v. *Response to Investigative Report and Initial Written Questions*. Within five (5) calendar days of receiving the Investigative Report, each Party may submit to the Decisionmaker, as they so choose, (a) a written response to the Investigative Report; and/or (b) written, relevant questions that the Party wants asked of any other Party or witness, including questions to challenge a Party's or witness's credibility ("Initial Written Questions").

vi. *Determination of Relevance of Initial Written Questions.* Within five (5) calendar days of receiving any Initial Written Questions, the Decisionmaker will determine whether a proposed question is relevant and not otherwise impermissible, as described in Section VIII(F) and Section VIII(H) above. In addition, questions that are unclear or harassing of a Party or witness will not be permitted. The Decisionmaker will give a Party an opportunity to clarify or revise a question that the Decisionmaker has determined is unclear or harassing, and if the Party sufficiently clarifies or revises the question, as determined by the Decisionmaker, the question will be permitted, as appropriate. The Decisionmaker will send all relevant and not otherwise impermissible Initial Written Questions to the appropriate individual(s) and their respective advisors, as appropriate.

vii. *Answers to Initial Written Questions.* Within five (5) calendar days of receipt of any Initial Written Questions from the Decisionmaker, individuals to whom such questions have been directed may submit to the Decisionmaker written answers to the Initial Written Questions.

viii. *Distribution of Answers to Initial Written Questions.* Within two (2) business days of receiving written answers to Initial Written Questions, the Decisionmaker shall send copies of such answers to the Parties.

ix. *Follow-Up Written Questions.* Within five (5) calendar days of receipt of any answers to the Initial Written Questions, the Parties may review such answers and submit limited, relevant, follow-up questions in writing to the Decisionmaker, if they so choose ("Follow-Up Written Questions").

x. *Determination of Relevance of Follow-Up Written Questions.* Within five (5) calendar days of receipt of the Follow-Up Written Questions, the Decisionmaker will evaluate the relevance and permissibility of such Follow-Up Written Questions and send all relevant and not otherwise impermissible Follow-Up Written Questions to the appropriate individual(s) and their respective advisors, as appropriate.

xi. *Answers to Follow-Up Written Questions.* Within five (5) calendar days of receipt of any Follow-Up Written Questions from the Decisionmaker, individuals to whom such questions have been directed may submit to the Decisionmaker written answers to the Follow-Up Written Questions.

xii. *Distribution of Answers to Follow-Up Written Questions.* Within two (2) business days of receiving written answers to Follow-Up Written Questions, the Decisionmaker shall send copies of such answers to both Parties.

The timeframe may be temporarily delayed or extended for good cause. Good cause may include considerations such as 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. If a timeframe is extended for good cause, notice of the extension and the reason for it will be provided to the Parties.

J. DECISIONMAKING

Written Determination. Following an investigation, the Decisionmaker will issue a written determination regarding responsibility under the Policy. The Decisionmaker will use the preponderance of the evidence standard of proof to determine, based on an evaluation of the relevant information collected over the course of the investigation, whether Respondent's conduct violated Title IX and/or this Policy. The written determination will be issued to the Parties simultaneously and must include the following:

i. identification of the allegation(s) potentially constituting sexual harassment or retaliation under Title IX, as defined in this Policy;
ii. 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, and methods used to gather other evidence;
iii. findings of fact supporting the determination;
iv. conclusions regarding the application of JRI's code of conduct to the facts;
v. a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions JRI imposes on the Respondent, and whether remedies designed to restore or preserve equal access to JRI's education program or activity will be provided by JRI to Complainant; and
vi. JRI's procedures and permissible bases for appeal, described in Section VIII(K) below.

The determination regarding responsibility becomes final either on the date that JRI provides the Parties with the written determination of the result of any appeal, or, if no Party appeals, the date on which an appeal would no longer be considered timely, as described in Section VIII(K) below.

K. APPEALS

Any Party may appeal a written determination regarding responsibility or the dismissal of a complaint on the following bases:

i. procedural irregularity that affected the outcome of the determination or dismissal;
ii. new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, and that could affect the outcome of the matter; or
iii. the Title IX Coordinator, Investigator, or Decisionmaker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.

An appeal of a written determination regarding responsibility or the dismissal of a complaint is considered timely if a Party submits it to the Appeals Arbiter within five (5) calendar days of the issuance of the written determination or the dismissal, as described in Section VIII(J) and Section VII(B), respectively. Appeals can be submitted to the Appeals Arbiter in writing at privacyofficer@jri.org.

If a Party appeals a written determination regarding responsibility or the dismissal of a complaint, JRI will:

i. notify the Parties in writing of any appeal that is filed;

ii. implement appeal procedures equally for the Parties;
iii. ensure that the Appeals Arbiter did not take part in an investigation of the allegation(s) or dismissal of the formal complaint or any allegation(s) therein;
iv. ensure that the Appeals Arbiter has been trained consistent with the Title IX regulations;
v. communicate to the Parties in writing that JRI will provide the Parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
vi. notify the Parties in writing of the result of the appeal and the rationale for the result within a reasonable timeframe taking into consideration the complexity of the matter.

L. DISCIPLINARY SANCTIONS AND REMEDIES

Any Respondent determined to be responsible for conduct prohibited by Title IX may be subject to disciplinary action in accordance with JRI's policies, ranging from verbal or written warning to expulsion. To the extent a Respondent is an employee, the Respondent may be subject to disciplinary action ranging from verbal or written warning to termination of employment for conduct prohibited by Title IX, violation of this Policy or grievance procedures, and/or violation of JRI's employment policies.

If there is a determination that a Respondent's conduct violated Title IX and/or this Policy, the Title IX Coordinator will coordinate the provision and implementation of remedies to a Complainant and any other person(s) JRI identifies as having had their equal access to JRI's education program or activity limited or denied by any conduct in violation of Title IX perpetrated by the Respondent, in accordance with School policies. Such remedies may include, but are not limited to, ensuring that a Complainant can move safely between classes and while at school or on campus such as by providing a campus escort; making changes to class schedules and extracurricular activities to ensure the Parties are separated; providing services, including medical support and counseling; providing academic resources and support; training; and any other remedies JRI deems appropriate, including the same individualized services described as supportive measures in Section VIII(E) above, although such services need not be non-disciplinary or non-punitive or avoid burdening the Respondent when they are implemented as remedies consistent with this Section.

M. RETALIATION AND KNOWINGLY SUBMITTING FALSE INFORMATION PROHIBITED

Retaliation against an individual for the purpose of interfering with any right or privilege secured by Title IX or this Policy or because the individual has reported information, made a complaint, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or informal resolution is strictly prohibited under this Policy. Intimidation, threats, coercion, or discrimination against any person by JRI, a student, or an employee or other person authorized by JRI to provide aid, benefit, or service under JRI's education program or activity, for the purpose of interfering with any right or

privilege secured by Title IX or this Policy, constitutes retaliation. Complaints alleging retaliation may be filed according to the grievance procedures outlined herein.

In addition, knowingly making false statements or knowingly submitting false information to the Title IX Coordinator, Investigator, Decisionmaker, Appeals Arbiter, or any person designated by JRI to facilitate an informal resolution process during this grievance process is strictly prohibited.

N. RECORDKEEPING

JRI will maintain, for a period of at least seven (7) years, records of the following:

i. each investigation conducted under this Policy, including any determination regarding responsibility, any disciplinary sanctions imposed against the Respondent, any remedies provided to the Complainant designed to restore or preserve equal access to JRI's education program or activity, any appeal and the result therefrom, and any informal resolution and the result therefrom;
ii. for each notification JRI (including a Title IX Coordinator or any School employee) receives regarding conduct that reasonably may violate Title IX, records documenting any actions JRI took to respond to the information, including any supportive measures; and
iii. all materials used to train Title IX Coordinators, Investigators, Decisionmakers, Appeals Arbiters, and facilitators of an informal resolution process. JRI will make these training materials publicly available on its website www.jri.org.

X. TRAINING

JRI will ensure that its employees, and any other persons responsible for implementing JRI's grievance procedures under this Policy, receive training related to their duties under Title IX promptly upon hiring or change of position that alters their duties under Title IX or this Policy, and annually thereafter. This training must not rely on sex stereotypes.

i. All employees[4] must be trained on:

a. JRI's obligation to address sex discrimination in its education program or activity;
b. the scope of conduct that constitutes sex discrimination under Title IX or otherwise violates this Policy, including the definition of sexual harassment; and

[4] The term "employee(s)", as used in Section IX(i), includes individuals employed directly by JRI as well as independent contractors, volunteers, advisors, and third-party agents who are performing roles that are directly involved in carrying out JRI's Title IX duties, i.e., roles involving the responsibilities of Title IX Coordinators, Investigators, Decisionmakers, [facilitators of an informal resolution process,] and Appeals Arbiters, as described in this Policy.

c. all applicable notification and information requirements described in this Policy.

ii. In addition to the training requirements for employees, described in subsection (i) above, all Title IX Coordinators, Investigators, Decisionmakers, Appeals Arbiters, and other persons who are responsible for implementing JRI's grievance procedures or have the authority to modify or terminate supportive measures must be trained on the following topics to the extent related to their responsibilities:

a. JRI's obligations to respond promptly and effectively upon receipt of information regarding conduct that may reasonably constitute sex discrimination in JRI's education program or activity;
b. JRI's grievance procedures, as described in this Policy, and how to conduct a grievance process, including investigations, and appeals, as applicable;
c. how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
d. the meaning and application of the term "relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance.

iii. In addition to the training requirements described in subsections (i) and (ii) above, all facilitators of an informal resolution process, as described in Appendix A to this Policy, must be trained on the rules and practices associated with JRI's informal resolution process and on how to serve impartially, including by avoiding conflicts of interest and bias.

iv. In addition to the training requirements in subsections (i) through (iii) above, the Title IX Coordinators and their designee(s) must be trained on their specific responsibilities, as described throughout this Policy; JRI's recordkeeping system, as described in Section VIII(N) above; and any other training necessary to coordinate JRI's compliance with Title IX.

XI. QUESTIONS?

Inquiries concerning the application of Title IX and its implementing regulations may be referred to the designated Title IX Coordinator (Principal or Program Director) at each JRI school and program listed below. Title IX Coordinators may be reached by phone, by mail, or in person, using the contact information below, or by email at titleixcoordinator@jri.org.

Day Schools - Title IX Coordinator is the School Principal

Anchor Academy Middleborough	49 Plymouth Street	Middleborough	MA	02346	PH:	508-947-0131
Anchor Academy - Berkley	132 South Main St.	Berkley	MA	02779	PH:	508-223-4130
Bay Cove Academy	156 Lawton Street	Brookline	MA	02446	PH:	617-739-1794
Victor School	380 Massachusetts Ave	Acton	MA	01720	PH:	978-266-1991
Granite Academy	6 Columbian Street	Braintree	MA	02184	PH:	781-380-3945

Residential Schools - Title IX Coordinator is the Program Director						
Berkshire Meadows	249 North Plain Rd	Housatonic	MA	01236	PH:	413-528-2523
Littleton Academy	22 King Street	Littleton	MA	01460	PH:	978-952-6809
Susan Wayne Center for Excellence / River Run Academy	75 Church Street	Thompson	CT	06277	PH:	860-928-5900
Glenhaven Academy	56-58 Framingham Rd	Marlborough	MA	01752	PH:	508-481-8077
Pelham Academy	13 Pelham Road	Lexington	MA	02421	PH:	781-274-6800
Meadowridge Academy	664 Stevens Road	Swansea	MA	02777	PH:	508-677-0304
Swansea Wood School	789 Stevens Road	Swansea	MA	02777	PH:	508-672-6560
Walden Street School	148 Walden Street	Concord	MA	01742	PH:	978-369-7611

The Complainant may also file a complaint with one or more of the following agencies, each of which has time limits for filing a claim:

Office for Civil Rights (U.S. Department of Education)
5 Post Office Square, 8th Floor
Boston, MA 02109
Phone: 617-289-0111

Massachusetts Commission Against Discrimination
1 Ashburton Place, Room 601
Boston, MA 02108
Phone: 617-994-6000

United States Equal Employment Opportunity Commission
John F. Kennedy Federal Building, Room 475
15 New Sudbury St.
Boston, MA 02203
1-800-669-4000

APPENDIX A: INFORMAL RESOLUTION

At any time prior to determining whether a Respondent's conduct violated Title IX, JRI may, but shall not be required to, offer to a Complainant and Respondent an informal resolution process, subject to the following provisions:

i. JRI has discretion to determine whether it is appropriate to offer an informal resolution process to Parties only after a formal complaint is filed;
ii. JRI may decline to offer informal resolution (i) despite one or more of the Parties' wishes or (ii) if JRI determines that the alleged conduct would present a future risk of harm to others, among other reasons, at JRI's discretion;
iii. informal resolution will not be offered to Parties if the alleged conduct includes an allegation that an employee sexually harassed a student or if such a process would conflict with federal, state, or local law;
iv. a Party's participation in an informal resolution process is not required; it is a voluntary process to which a Party must provide their written consent if they wish to participate;
v. before initiation of an informal resolution process, JRI will
    a. provide each Party a written notice disclosing:
        i. the allegation(s);
        ii. the requirements of the informal resolution process;
        iii. that any Party has the right to withdraw from the informal resolution process and initiate or resume grievance procedures at any time before agreeing to a resolution;
        iv. that if the Parties agree to a resolution at the end of the informal resolution process, they cannot initiate or resume grievance procedures arising from the same allegations;
        v. the potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the Parties; and
        vi. any potential consequences resulting from participation in the informal resolution process, including the records JRI will maintain or could disclose.
    b. obtain each Party's voluntary, written consent to the informal resolution process
vi. the facilitator of the informal resolution process shall not be the same person as the Investigator or the Decisionmaker in JRI's grievance procedures; and any person designated by JRI to facilitate an informal resolution process shall receive training and shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent;
vii. prior to agreeing to a resolution at the conclusion of an informal resolution process, any Party has the right to withdraw from the informal resolution process and to resume JRI's grievance procedures, as described in Section VIII above;
viii. potential terms that may be included in an informal resolution agreement include, but are not limited to, restrictions on contact between the Parties and restrictions on the

Respondent's participation in one or more of JRI's programs or activities or attendance at specific events; and

ix. if the Parties come to an agreement, they will each sign an informal resolution agreement that is binding only on the Parties, and JRI will maintain records of the informal resolution process, including any informal resolution agreement the Parties may execute, in accordance with Section VIII(N) above.