

COVENANT COLLEGE TITLE IX SEXUAL HARASSMENT POLICY

Table of Contents

Section 1: Introduction.....	3
1.1 Policy Statement.....	3
1.2 Purpose.....	3
1.3 Applicability.....	3
1.4 Title IX Coordinator and Key Title IX Officials.....	4
1.5 Notification.....	5
1.6 Free Speech.....	5
1.7 Dissemination of Policy.....	5
1.8 Effective Date.....	5
1.9 Retaliation and False Statements Prohibited.....	5
1.10 Amnesty.....	5
1.11 Other College Policies.....	6
1.12 Modification and Review of this Policy.....	6
1.13 Additional Code of Conduct or Covenant College Policy Violations.....	6
1.14 Standard of Proof.....	6
Section 2: Definitions.....	6
2.1 Definitions of Prohibited Conduct Under this Policy.....	6
2.2 Definitions Related to Sexual Harassment: Consent, Course of Conduct, Incapacitation, Private Body Parts, Reasonable Person, Substantial Emotional Distress.....	8
2.3 Other Defined Terms.....	10
Section 3: Reporting Sexual Harassment and Preservation of Evidence.....	12
3.1 Reporting to Covenant College.....	12
3.2 Reporting to Law Enforcement.....	13
3.3 Reporting to Outside Agencies.....	14
3.4 Time Limits on Reporting.....	15
3.5 Covenant College's Federal Reporting Obligations.....	15
3.6 Preservation of Evidence.....	15
Section 4: Initial Response to Reported Sexual Harassment.....	16

Section 5: Formal Complaint.....	16
5.1 Filing a Formal Complaint.....	16
5.2 Dismissal of a Formal Complaint.....	17
5.3 Consolidation of Formal Complaints.....	18
Section 6: Grievance Process.....	18
6.1 General Grievance Process Information.....	18
6.2 Notice of Allegations.....	20
6.3 Investigation of Formal Complaint.....	21
6.4 Live Hearing.....	22
Section 7: Appeals.....	26
7.1 Bases for Appeal.....	27
7.2 Appeal Procedures.....	27
7.3 Appeal Timeframe.....	28
Section 8: Informal Resolution Process.....	28
8.1 Informal Resolution Notice.....	28
8.2 Informal Resolution Process Agreement.....	28
8.3 Informal Resolution Availability.....	28
8.4 Informal Resolution Process.....	28
8.5 Informal Resolution Timeframe.....	29
8.6 Informal Resolution Documentation.....	29
Section 9: Emergency Removal and Administrative Leave.....	29
9.1 Emergency Removal.....	29
9.2 Administrative Leave.....	30
Section 10: Recordkeeping.....	30
Section 11: Additional Conduct Violations Related to This Policy.....	30
Section 12: Applicable Georgia Laws.....	30
12.1 Aggravated Assault.....	30
12.2 Aggravated Stalking.....	34
12.3 Incest.....	35
12.4 Statutory Rape.....	36
12.4 Sexual Battery.....	36
12.5 Rape.....	37

Section 1: Introduction

1.1 Policy Statement: Covenant College is committed to creating and maintaining a learning and working environment that is free from unlawful discrimination based on sex in accordance with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in education programs or activities; Title VII of the Civil Rights act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act, Clery Act, and the Violence Against Women Act (VAWA). Sexual Harassment and Retaliation under this Policy will not be tolerated by Covenant College and is grounds for disciplinary action, up to and including, permanent dismissal from Covenant College and/or termination of employment.

1.2 Purpose: Covenant College takes all reported sexual misconduct and harassment seriously. Covenant College will promptly discipline any individuals within its control who are found responsible for violating this Policy. Sex discrimination that does not meet the definition of Sexual Harassment will be referred for review under the [Non-Discrimination, Harassment and Related Misconduct Policy](#). Additionally, reported sexual misconduct, harassment, and retaliation that does not meet the definitions and jurisdiction of this policy will be referred for review under the Student Code of Conduct and Employee Handbook in compliance with VAWA and Clery Act.

1.3 Applicability: This Policy applies to students and employees as follows:

- a. **To Students:** Where the Respondent is a student at Covenant College the time of the alleged conduct, the alleged conduct includes Sexual Harassment under this Policy, the alleged conduct occurs in Covenant College's Education Program and Activity, the alleged conduct occurs against a person in the United States, and the Complainant is participating in or attempting to participate in Covenant College's Education Program or Activity.
- b. **To Employees:** Where the Respondent is an employee at Covenant College at the time of the alleged conduct, where the alleged conduct includes Sexual Harassment under this Policy, the alleged conduct occurs in Covenant College's Education Program and Activity, the alleged conduct occurs against a person in the United States, and the Complainant is participating in or attempting to participate in Covenant College's Education Program or Activity.
- c. **Religious Exemption:** Nothing in this policy waives Covenant College's religious freedom rights under the United States Constitution and other applicable laws. Covenant College's policies shall be interpreted within the context of the religious tenets of the Presbyterian Church of America (PCA) and shall not be

interpreted in a way to prevent the College from applying its religious tenets. To the extent that application of a Title IX provision is inconsistent with the College's religious tenets, Covenant College is entitled to a religious exemption.

1.4 Title IX Coordinator and Key Title IX Officials: The Title IX Coordinator is the Covenant College administrator who oversees Covenant College's compliance with Title IX. The Title IX Coordinator is responsible for administrative response to reports and Formal Complaints of Sexual Harassment. The Title IX Coordinator is available to discuss the grievance process, coordinate supportive measures, explain Covenant College's policies and procedures, and provide education on relevant issues. The Title IX Coordinator may designate the Deputy Title IX Coordinator or one or more Title IX Liaisons to facilitate these responsibilities.

Any member of the Covenant College community may contact the Title IX Coordinator with questions. Title IX Coordinator and Deputy Title IX Coordinators contact information is as follows:

Name	Title IX Position	Office	Phone	Email
Sarah Erickson	Title IX Coordinator	Carter Hall 103C	706-419-1116	sarah.erickson@covenant.edu
Nesha Evans	Deputy Coordinator for Students	Carter Hall 138C	706-419-1106	nesha.evans@covenant.edu

In addition to the Title IX Coordinator, Covenant College appoints investigators, decision makers and informal resolution mediators who have roles in the formal grievance process more fully explained in Sections 6 and 8 of this policy.

The Title IX Coordinator, Deputy Title IX Coordinator, investigators, decision-makers, and informal resolution mediators will receive annual training in compliance with Title IX. All administrators in these roles will not rely on sex stereotypes and will provide impartial investigations and adjudications of Formal Complaints of Sexual Harassment. All materials used to train these administrators will be publicly made available on Covenant College's website in accordance with Title IX requirements.

The Title IX Coordinator, Deputy Title IX Coordinator, investigators, decision-makers, and informal resolution mediators shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.

1.5 Notification: Covenant College will use electronic mail (e-mail) for purposes of communication and notification under this Policy.

1.6 Free Speech: Freedom of speech and principles of academic freedom are central to the mission of institutions of higher education. Constitutionally protected expression cannot be considered Sexual Harassment under this Policy.

1.7 Dissemination of Policy: This Policy will be made available to all Covenant College administrators, faculty, staff, and students online at <https://covenant.edu/students/resources/sexualmisconduct> and in Covenant College student catalog(s) and any employee handbook of operating procedures.

1.8 Effective Date: The effective date of this Policy is September 22, 2025.

1.9 Retaliation and False Statements Prohibited: Neither Covenant College nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this Policy or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy.

- a. Alleged violations of Retaliation will be referred to an investigation process outlined in Section 11 of this policy.
- b. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited under this Policy.
- c. Charging an individual with a Code of Conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this Policy does not constitute Retaliation prohibited under Policy. However, a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

1.10 Amnesty: Reporting sexual harassment, harassment, discrimination, and related inappropriate conduct is encouraged at Covenant College. Thus, it is imperative that parties share information without fear of potential policy violations including but not limited to underage consumption of alcohol, personal consumption of alcohol, the use of illicit drugs, or violations of other College policies that do not cause harm or place the health or safety of any other person at risk.

Covenant College offers parties and witnesses amnesty from such violations, but may be responsible for other, more serious conduct that does harm or place the health or safety of any other person at risk ("Amnesty"). After granting Amnesty, Covenant College may include educational opportunities for individuals in lieu of a finding of responsibility or punitive sanctions regarding alcohol or drugs. This section does not apply to reports to the police; rather, it applies only to discipline for violations of Covenant College's Code of Conduct.

1.11 Other College Policies: This Policy takes precedence over other College policies and procedures concerning Sexual Harassment under Title IX in the event of a conflict.

1.12 Modification and Review of this Policy: Covenant College reserves the right to modify this Policy to take into account applicable legal requirements. Covenant College will regularly review this Policy to determine whether modifications should be made.

1.13 Additional Code of Conduct or Covenant College Policy Violations: Alleged violations of the student Code of Conduct or employee Standards of Conduct that arise from the same events as alleged sexual misconduct under this Policy will be investigated and resolved under the grievance process in this Policy unless the Sexual Harassment has been dismissed under Section 5.2 of this Policy.

1.14 Standard of Proof: The burden rests with the College to prove that a violation of this policy occurred by a preponderance of the evidence (more likely than not) standard.

Section 2: Definitions

2.1 Definitions of Prohibited Conduct Under this Policy¹

2.1.1 Sexual Harassment means conduct on the basis of sex that satisfies one or more of the following:

(1) **Quid Pro Quo Harassment.** An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;

(2) **Hostile Environment.** Unwelcome conduct determined by a Reasonable Person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity²; or

(3) **Incidents of Sexual Assault, Dating Violence, Domestic Violence or Stalking** as defined in this Policy.

¹ See Section 12 for Georgia State Laws related to Georgia State Law Definition.

² A severe, pervasive, and objectively offensive assessment includes, but is not limited to, a consideration of the frequency of the offensive conduct, the nature of the unwelcome sexual acts or words, such as whether the harassment was physical, verbal, or both; whether the harassment was merely an offensive utterance; and the number of victims involved and the relationship between the parties including, but not limited to, the ages of the harasser and the victim. In evaluating whether conduct is severe, pervasive, and objectively offensive, Covenant College will look at the totality of the circumstances, expectations, and relationships.

2.1.2 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, including Rape, Fondling, Incest, and Statutory Rape as defined in this Policy.

2.1.3 Rape³ means the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the Consent of the victim.

2.1.4 Fondling⁴ means the touching of the Private Body Parts of another person for the purpose of sexual gratification, without the Consent of the victim, including instances where the victim is incapable of giving Consent because of his/her age or because of his/her temporary or permanent mental Incapacity.

2.1.5 Incest⁵ means sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

2.1.6 Statutory Rape⁶ means sexual intercourse with a person who is under the statutory age of Consent.

2.1.7 Dating Violence means 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:

- The length of the relationship,
- The type of relationship,
- The frequency of interaction between the persons involved in the relationship.

3 Rape as defined in the Uniform Crime Reporting Program (UCR) includes:

Forcible Rape: The carnal knowledge of a person, forcibly and/or against that person's will or not forcibly or against the person's will in instances where the victim is incapable of giving consent because of his/her temporary or permanent or physical incapacity.

Forcible Sodomy: Oral or anal sexual intercourse with another person, forcibly and/or against that person's will or not forcibly or against the person's will in instances where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical incapacity.

Sexual Assault with an Object: To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, forcibly and/or against that person's will or not forcibly or against that person's will in instances where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical incapacity.

4 Fondling is referred to as Forcible Fondling in the UCR.

5 Incest is a Nonforcible Offense in the UCR.

6 Statutory Rape is a Nonforcible Offense in the UCR.

Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.

2.1.8 Domestic Violence⁷ includes felony or misdemeanor crimes of violence committed by:

- a current or former spouse or intimate partner of the victim,
- a person with whom the victim shares a child in common,
- a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- a person similarly situated to a spouse of the victim under the domestic or family violence laws of Georgia, or
- 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 Georgia.

2.1.9 Stalking means engaging in a Course of Conduct directed at a specific person that would cause a Reasonable Person to—

- fear for his or her safety or the safety of others; or
- suffer Substantial Emotional Distress.

2.2 Definitions Related to Sexual Harassment: Consent, Course of Conduct, Incapacitation, Private Body Parts, Reasonable Person, Substantial Emotional Distress

2.2.1 Consent is affirmative, conscious, voluntary, and revocable. Consent to sexual activity requires of each person an affirmative, conscious, and voluntary agreement to engage in sexual activity.

It is the responsibility of each person to ensure they have the affirmative Consent of the other to engage in the sexual activity. Lack of protest, lack of resistance, or silence do not, alone, constitute consent. Affirmative consent must be ongoing and can be revoked at any time during sexual activity.

The existence of a dating relationship or past sexual relations between the Complainant and Respondent will never by itself be assumed to be an indicator of consent (nor will subsequent sexual relations or dating relationship alone suffice as evidence of Consent to prior conduct).

The Respondent's belief that the Complainant consented will not provide a valid defense unless the belief was actual and reasonable. In making this determination, the decision-maker will consider all of the facts and circumstances the Respondent knew, or reasonably should have known, at the time. In particular, the Respondent's belief is not a valid defense where:

⁷ See Section 12 for Applicable Georgia State Laws.

(1) The Respondent's belief arose from the Respondent's own intoxication or recklessness;

(2) The Respondent did not take reasonable steps, in the circumstances known to the Respondent at the time, to ascertain whether the Complainant affirmatively Consented; or

(3) The Respondent knew or a reasonable person should have known that the Complainant was unable to Consent because the Complainant was incapacitated, in that the Complainant was:

- asleep or unconscious
- unable to understand the fact, nature, or extent of the sexual activity due to the influence of drugs, alcohol, or medication
- unable to communicate due to a mental or physical condition.

2.2.2 Course of Conduct means two or more acts, including, but not limited to, acts in which the individual directly, indirectly, or through third parties, by any action, method, device, or means follows, monitors, observes, surveils, threatens, or communicates to or about, a person, or interferes with a person's property.

2.2.3 Incapacitation means that a person lacks the ability to actively agree to sexual activity because the person is asleep, unconscious, under the influence of alcohol or other drugs such that the person does not have control over their body, is unaware that sexual activity is occurring, or their mental, physical or developmental abilities render them incapable of making rational informed decisions. Incapacitated is a state beyond drunkenness or intoxication. A person is not necessarily incapacitated merely as a result of drinking, using drugs, or taking medication.

A person violates this policy when they engage in sexual activity with another person who is Incapacitated and a Reasonable Person in the same situation would have known that the person is Incapacitated. Incapacitation can be voluntary or involuntary. Signs of Incapacitation may include, without limitation: sleep; total or intermittent unconsciousness; lack of control over physical movements (e.g., inability to dress/undress without assistance; inability to walk without assistance); lack of awareness of circumstances or surroundings; emotional volatility; combativeness; vomiting; incontinence; unresponsiveness; and inability to communicate coherently. Incapacitation is an individualized determination based on the totality of the circumstances.

2.2.4 Private Body Parts means a person's genitals, buttocks, including the anus, and the female person's breast, including the nipple and areola.

2.2.5 Reasonable Person means a reasonable person under similar circumstances and with similar identities to the Complainant.

2.2.6 Substantial Emotional Distress means significant mental suffering or anguish that may, but does not necessarily require medical or other professional treatment or counseling.

2.3 Other Defined Terms

2.3.1 Actual Knowledge means Notice of Sexual Harassment allegations to the Title IX Coordinator or any Official with Authority, except that actual knowledge is not met when the only individual with actual knowledge is the Respondent.

2.3.2 Business Day means any weekday not designated by Covenant College as a holiday or administrative closure day. When calculating a time period of Business Days specified in this Policy, the Business Day of the event that triggers a time period is excluded.

2.3.3 Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. Complainants and Respondents are referred to collectively as “parties” throughout this Policy.

2.3.4 Confidential Employee means an individual who will not report any information about an incident to the Title IX Coordinator without the Complainant’s permission.

2.3.5 Disciplinary Sanctions are imposed only after a finding of responsibility through the grievance process or an agreement through the informal resolution process.

2.3.6 Education Program or Activity includes locations, events, or circumstances over which Covenant College exercises substantial control over both the Respondent and the context in which the Sexual Harassment occurs. This includes conduct that occurs on Covenant College property, during any Covenant College activity, or in any building owned or controlled by a student organization that is officially recognized by Covenant College.

2.3.7 Formal Complaint means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that Covenant College investigate the allegation of Sexual Harassment.

2.3.8 Official with Authority means an individual who has the authority to institute corrective measures and is required to report Sexual Harassment to the Title IX Coordinator to initiate Covenant College’s response to the Sexual Harassment allegations. Officials with Authority include:

- Title IX Coordinator
- Title IX Deputy Coordinator(s)
- Title IX Liaisons
- Director of Human Resources

- Dean of Students
- Vice President for Student Development
- Vice President for Academic Affairs
- Vice President for Operations and Finance
- Vice President for Development
- President

Failure to follow through with the reporting responsibilities of an Official with Authority may result in disciplinary action.

2.3.9 Remedies are designed to restore or preserve equal access to Covenant College's Education Program or Activity. Remedies may include, but are not limited to, the same individualized services as Supportive Measures; however, Remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

2.3.10 Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment. Complainants and Respondents are referred to collectively as "parties" throughout this Policy.

2.3.11 Responsible Employee means any individual who is employed by Covenant College and not deemed to be a Confidential Employee or Officials with Authority. Responsible Employees are expected by Covenant College to report Sexual Harassment to the Title IX Coordinator promptly upon receiving a report of a Sexual Harassment.

Failure to follow through with the reporting responsibilities of a Responsible Employee may result in disciplinary action.

2.3.12 Retaliation means intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or Sexual Harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Sexual Harassment, for the purpose of interfering with any right or privilege secured by Title IX or this Policy.

2.3.13 Supportive Measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed.

Such measures are designed to restore or preserve equal access to Covenant College's Education Programs or Activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Covenant College's educational environment, or deter sexual harassment.

Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Section 3: Reporting Sexual Harassment and Preservation of Evidence

3.1 Reporting to Covenant College

3.1.1 Reporting to Title IX Coordinator: Reports of Sexual Harassment may be made to the Title IX Coordinator in any of the following ways, by anyone, at any time: email, phone, online form, mail. Reports may be made to the Title IX Coordinator in person in Carter Hall 103C or the Student Development Office in Carter Hall. After Title IX Sexual Harassment has been reported to the Title IX Coordinator, the Title IX Coordinator will promptly offer supportive measures to the Complainant, regardless of whether the Complainant was the reporter of the Sexual Harassment.

3.1.2 Reporting to Officials with Authority: The following positions are Officials with Authority:

- Title IX Coordinator
- Title IX Deputy Coordinator(s)
- Title IX Liaisons
- Director of Human Resources
- Dean of Students
- Vice President for Student Development
- Vice President for Academic Affairs
- Vice President for Operations and Finance
- Vice President for Development
- President

If Officials with Authority are notified of Sexual Harassment, they shall promptly report such Sexual Harassment to the Title IX Coordinator who will take immediate action under this Policy.

3.1.3 Reporting to Confidential Employees: Covenant College employees who work in the offices listed below are considered Confidential Employees when they are operating under their respective licenses at the time the information was received. Reports made to Confidential Employees under this definition are considered confidential reports and will not be reported to the Title IX Coordinator without the Complainant's

permission and will not constitute actual notice to Covenant College⁸. These offices with confidential employees include:

On-Campus Counseling:

Priesthill Counseling Center
706-419-1275
healthservices@covenant.edu
M–F:8:30 a.m.–4:30 p.m
Jackson Hall, 1st floor

Chaplain’s Office:

Rev. Grant Lowe, College Chaplain
Carter Hall 115
grant.lowe@covenant.edu
706.419.1360

3.1.4 Reporting to Responsible Employees: Covenant College employees who are not Confidential Employees or Officials with Authority are expected to the report alleged Sexual Harassment to the Title IX Coordinator promptly upon receiving a report of Sexual Harassment.

3.2 Reporting to Law Enforcement: Reports may be filed with local law enforcement agencies. The Title IX Coordinator can assist with contacting law enforcement agencies. Law enforcement investigations are separate and distinct from Covenant College investigations. Law enforcement contact information is below:

Emergency Assistance	911
Dade County Sheriff’s Office (non-emergency)	(706) 657-4111
Hamilton County Police	(423) 209-7000

3.3 Reporting to Outside Agencies: Students and employees may report to external agencies:

- **Students**
Office for Civil Rights
U.S. Department of Education

⁸ This does not preclude the requirement under GA state law that all employees notify child protective services and/or law enforcement of suspected abuse of a minor under the age of 18.

61 Forsyth Street S.W., Suite 19T10
Atlanta, GA 30303-8927
Phone: 404-974-9406
Fax: 404-974-9471
Email: OCR.Atlanta@ed.gov

- **Employees**
U.S. Equal Employment Opportunity Commission
Sam Nunn Atlanta Federal Center
100 Alabama Street, SW, Suite 4R30
Atlanta, GA 30303
Phone: 1-800-669-4000
Fax: 404-562-6909
- **Outside Agency Confidential Support and Resources:**
National Sexual Assault Hotline
(800) 656-HOPE (4673) (24-hour hotline)
<https://ohl.rainn.org/online/> (online hotline)

Local Resources

The Priesthill Center, the Student Development Office, and the Chaplain's Office have referral lists for counselors in the local Chattanooga area.

Sexual Assault Victim's Advocacy Center
Crisis Clinic, Counseling Services, Legal Advocacy
<https://www.savacenterga.org/support-services>
706-419-8775 (24/7 support)
Fort Oglethorpe, GA

Partnership for Families, Children and Adults
Sexual Assault and Relationship Violence
Local Hotline & Crisis Clinic
423-755-2700 (24/7 support)
Chattanooga, TN

3.4 Time Limits on Reporting. There are no time limits on reporting Sexual Harassment to the Title IX Coordinator or Covenant College. If the Respondent is no longer subject to Covenant College's Education Program or Activity or significant time has passed, Covenant

College will have limited ability to investigate, respond and/or provide disciplinary remedies and sanctions.

3.5 Covenant College's Federal Reporting Obligations:

Certain Covenant College employees, called Campus Security Authorities, have a duty to report certain incidents of misconduct to comply with the Clery Act. Campus Security Authorities are not required to report personally identifiable information for Clery Act purposes, but statistical information must be sent regarding the type of incident that occurred and its general location (e.g., on or off-campus) for publication in an annual report of crime statistics, called the Annual Security Report. Statistics published in the Annual Security Report help to provide the campus community with a clearer picture of the extent and nature of campus crime, but the statistics do not personally identify Complainants or Respondents. Reports by Campus Security Authorities are not official police reports and do not initiate criminal investigations.

When Sexual Assault, Domestic Violence, Dating Violence, and/or Stalking are reported under the Clery Act, Covenant College must issue timely warnings for such incidents that pose a serious or continuing threat of bodily harm or danger to members of the campus community.

Covenant College will not disclose a Complainant's name and other identifying information in a timely warning but will provide sufficient information for Covenant College community members to make informed safety decisions in response to potential danger.

3.6 Preservation of Evidence: Covenant College recognizes that a Complainant may need time to decide whether to report an incident of Sexual Harassment to the police and/or Covenant College. The purpose of this section is to provide Complainants with suggestions on preserving evidence while they decide whether to report an incident.

Covenant College encourages Complainants, as soon as possible after experiencing Sexual Assault to take steps to preserve evidence such as:

- Have a forensic sexual assault nurse examination performed as soon as possible after the incident, but no later than 72-96 hours after the incident
- When possible, prior to having a forensic sexual assault nurse examination performed, avoid: changing clothing, bathing, showering, using a douche, using the bathroom, brushing one's teeth, drinking liquids, washing one's hands or face, or combing one's hair;
- Preserve any clothing, sheets, or other materials (items containing bodily fluids should be stored in cardboard boxes or paper bags);
- Preserve or capture electronic communications such as text messages, e-mails, social media posts or exchanges (e.g., Snapchat, Facebook, Twitter);
- Preserve or capture video, audio (e.g., voice mail messages), or photographs, including those stored on smartphones or other devices; and

- Preserve any other physical, documentary, and/or electronic data that might be helpful to an investigator.

Section 4: Initial Response to Reported Sexual Harassment

Upon receipt of a report of Sexual Harassment, the Title IX Coordinator will promptly contact the Complainant, regardless of whether the Complainant was the individual who initiated the report. During the initial contact with the Complainant, the Title IX Coordinator will:

- Provide the Complainant with notice of their rights and options
- Explain the process for filing a Formal Complaint;
- Explain the Grievance Process;
- Discuss the availability of Supportive Measures regardless of whether a Formal Complaint is filed;
- Consider the Complainant's wishes with respect to Supportive Measures.

Section 5: Formal Complaint

Covenant College will investigate all allegations of Sexual Harassment in a Formal Complaint.

5.1 **Filing a Formal Complaint:** A Formal Complaint must:

- (1) Contain an allegation of Sexual Harassment against a Respondent;
- (2) Request that Covenant College investigate the allegation; and
- (3) Be signed by the Complainant or Title IX Coordinator.

In limited circumstances, if a Complainant does not sign a Formal Complaint, the Title IX Coordinator may sign a Formal Complaint. In determining whether to sign a Formal Complaint, the Title IX Coordinator will consider factors that include but are not limited to:

- Whether there have been other reports of Sexual Harassment or other relevant misconduct concerning the same Respondent whether or not the incidents occurred while the Respondent was a Covenant College student or employee;
- Whether the Respondent threatened further Sexual Harassment or other misconduct against the Complainant or others;
- Whether the alleged Sexual Harassment was committed by multiple perpetrators;
- The nature and scope of the alleged Sexual Harassment including whether the Sexual Harassment was perpetrated with a weapon;

- The ages and roles of the Complainant and the Respondent;
- Whether Covenant College can pursue the investigation without the participation of the Complainant (e.g., whether there are other available means to obtain relevant evidence of the alleged Sexual Harassment such as security cameras or physical evidence);
- Whether the report reveals a pattern of perpetration (e.g., perpetration involving illicit use of drugs or alcohol) at a given location or by a particular group.

5.2 Dismissal of a Formal Complaint

5.2.1 Required Dismissal: The Title IX Coordinator will dismiss a Formal Complaint for purposes of Sexual Harassment if:

- (1) The conduct alleged in the Formal Complaint would not constitute Sexual Harassment as defined in this Policy even if proved;
- (2) The conduct alleged did not occur in Covenant College's Education Program or Activity; or
- (3) The Conduct alleged in the Formal Complaint did not occur against a person in the United States.

Dismissal of a Formal Complaint does not preclude action under other provisions of the Covenant College's policies and procedures. If a Formal Complaint is dismissed under the matter will be reviewed to determine whether the matter will be pursued under the Non-Title IX Sexual Harassment Policy, Code of Conduct (for students), Standards of Conduct Policy (for employees), or any other applicable Covenant College policy.

5.2.2 Permissive Dismissal: The Title IX Coordinator may dismiss a Formal Complaint or any allegations within the Formal Complaint, if at any time during the investigation or hearing:

- (1) A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations within the Formal Complaint,
- (2) The Respondent is no longer enrolled or employed by Covenant College, or
- (3) Specific circumstances prevent Covenant College from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations within the Formal Complaint.

5.2.3 Appeal of Dismissal: Either party may appeal the dismissal of a Formal Complaint or any allegations therein. See Section 7 for bases and process for appeals.

5.3 Consolidation of Formal Complaints: The Title IX Coordinator 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 arise out of the same facts or circumstances.

Section 6: Grievance Process

The grievance process within this Policy is designed to treat Complainants and Respondents equitably. Remedies are provided to a Complainant where a determination of responsibility for Sexual Harassment has been made against the Respondent and Disciplinary Sanctions are not imposed against a Respondent prior to the completion of the grievance process.

6.1 General Grievance Process Information

6.1.1 Burden of Proof and Burden of Gathering Evidence: All investigations and proceedings, including hearings, relating to Sexual Harassment will be conducted using a preponderance of the evidence standard. The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on Covenant College, not the parties.

6.1.2 Presumption of Not Responsible: The Respondent is presumed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the end of the grievance process.

6.1.3 Time Frames for Grievance Process: Covenant College strives to complete the grievance process within one hundred and twenty (120) Business Days. Temporary delays and/or extensions of the time frames within this Policy may occur for good cause. Written notice will be provided to the parties of the delay and/or extension of the time frames with explanation of the reasons for such action. Examples of good cause for delay/extensions include but are not limited to 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.

6.1.4 Medical Records: Covenant College will not access, consider, disclose, or otherwise use 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 Covenant College obtains that party's voluntary, written permission to do so for the grievance process within the Policy.

6.1.5 Privileged Information: Covenant College will 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 the privilege has waived the privilege.

6.1.6 Range of Disciplinary Sanctions: Sanctions that may be required if an individual is found responsible for violating this policy include, but are not limited to:

For Students:

- Expulsion- Permanent severance of the student's relationship with the College. This severance includes being barred from campus.
- Suspension- A student may be denied any participation for a specified period of time. These privileges may include, but are not limited to, class attendance, housing, parking on campus, participation in extracurricular activities, ID card privileges, access to institutional facilities, and access to the campus.
- Disciplinary Probation- Notice to the student that any further, major disciplinary violation may result in suspension. Disciplinary probation might also include one or more of the following: the setting of restrictions or the issuing of a reprimand.
- Mentor Discipleship- a student may be required to meet weekly with a mentor to discuss appropriate sexual conduct and personal responsibility
- Training in Sexual Conduct - student may be required to complete an assigned curriculum addressing appropriate and consensual sexual conduct.
- Reprimand (either oral or written)- official warning or reproof sent to a student and retained in the student's file declaring that further similar conduct will result in immediate and increasing levels of disciplinary action. This may include continuation of supportive measures instituted during the grievance process

For Employees:

- Written Warning- an official document detailing the conduct and steps required to address or otherwise remedy it.
- Appropriate Sexual Behavior Education- an employee may be required to complete an assigned curriculum addressing appropriate and consensual sexual conduct.
- Termination of Employment- Permanent severance of the employee's relationship with the College. This may include being barred from campus.

6.1.7 Rights of Complainant and Respondent: Complainants and Respondents shall both be provided with the following in connection with the resolution process of suspected or alleged violations of this policy:

- Right to be informed of the process and all available options for resolution (Informal and Formal)
- Right to review all reports involved in the investigation
- Right to Supportive Measures and access to campus resources
- Right to an advisor of choice
- Right to a prompt, fair, and impartial investigation of all complaints, including the opportunity for the parties to present witnesses and other evidence

- Right to speak on their own behalf
- Right to review any information that will be offered by the other party in support of the other party's position (to the greatest extent possible and consistent with FERPA)
- Right to a live hearing
- Right to object to a Title IX Coordinator, Title IX Deputy(s), Title IX Investigator, Decision Maker(s), Appeal Officer, or any person in the informal resolution process based on conflict of interest and bias
- Right to be informed of the outcome of the investigation and any proceeding simultaneously/contemporaneously and in writing (to the greatest extent possible and consistent with FERPA or other applicable law)
- Right to appeal final decision

6.1.8 Notice of Meetings, Interviews, and Hearings: Parties and witnesses will be provided notice of any meeting, interview, and/or hearing with sufficient time to prepare to participate. This notice will include the date, time, location, participants and purposes of the meeting, interview and/or hearing.

6.2 Notice of Allegations: Upon receipt of a Formal Complaint, the investigator will provide Notice of Allegations to the parties who are known. The Notice of Allegations will include:

- (1) Notice of the party's rights and options
- (2) Notice of Covenant College's grievance process
- (3) Notice of Covenant College's informal resolution process and options
- (4) Notice of the allegations of Sexual Harassment including:
 - The identities of the parties involved in the incident, if known,
 - The conduct allegedly constituting Sexual Harassment, and
 - The date and location of the incident, if known.
- (5) Notice that the Respondent is presumed not responsible of the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.
- (6) Notice that the parties may have an advisor of their choice, who may be, but is not required to be an attorney, and that the advisor may inspect and review evidence as explained in Section 6 of this Policy.
- (7) Notice of the Covenant College Student and Employee Handbook provision that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The Notice of Allegations will be updated, and written notice provided to the parties if at any time during the investigation, Covenant College decides to investigate allegations about the Complainant or Respondent that are not included in the initial Notice of Allegations.

6.3 Investigation of Formal Complaint

Covenant College will conduct an investigation following a Formal Complaint and Notice of Allegations.

6.3.1 Opportunity to have an Advisor: During all meetings and interviews the parties may be accompanied by an advisor of their choice, if invited by the respective Complainant or Respondent. The purpose of the advisor is to provide support. The advisor may be a student, staff or faculty member, or external individual of choice. The advisor may, but is not required, to be an attorney. During the investigation stage of the grievance process, the advisor's role is limited to assisting, advising, and/or supporting a Complainant or Respondent. An advisor is not permitted to speak for or on behalf of a Complainant or Respondent, appear in lieu of a Complainant or Respondent, or participate directly in meetings or other proceedings prior to the live hearing. It is the responsibility of the Complainant and Respondent to communicate with their Advisor regarding allegations, times and dates of meetings, hearings, outcomes and any other information regarding the case. The Hearing Officer, Appeal Officer, Title IX Coordinator, Deputy Coordinators, and Investigators will not discuss the case with any advisor. However, each advisor will be provided access to an electronic copy of the evidence for review as they assist the parties.

6.3.2 Opportunity to Provide Information and Present Witnesses via Interviews: Each party will be provided an equal opportunity to provide information to the investigator and present witnesses for the investigator to interview. After each interview, the Investigators will prepare a summary of the interview ("Interview Summary"). The Investigators will share the Interview Summary with the interviewee. The interviewee will have the opportunity to correct or comment on any statements made in the Interview Summary. If the interviewee has no corrections to, or comments on, the Interview Summary, the interviewee will sign an acknowledgement that the interviewee has reviewed the summary.

If the interviewee has corrections or comments to the Interview Summary, the interviewee may submit a written response directly to the Investigators within 3 business days reflecting any additions or changes which the interviewee believes are necessary to ensure the accuracy of the interviewee's statement.

The information provided by the parties can include inculpatory and exculpatory evidence. The witnesses can include both fact witnesses and expert witnesses.

6.3.3 Opportunity to Inspect and Review Evidence: Each party will be provided an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including evidence upon which Covenant College does not intend to rely upon in reaching a determination regarding responsibility. This review includes inculpatory and exculpatory

evidence that is obtained by a party, witness, or other source. Each party and their advisor (if any) will be provided an electronic copy of the evidence for inspection and review. The parties will have ten (10) business days to review and submit a written response to the Title IX Coordinator. The Coordinator will review and send the response(s), if any, to the investigator(s) who will consider the written responses prior to completing an investigative report. All evidence provided during the inspection and review phase will be available at any hearing for the parties to use during the hearing, including for purposes of cross examination.

6.3.4 Investigative Report: Following the opportunity to inspect and review evidence directly related to the allegations raised in the Formal Complaint, the investigator will create an investigative report that fairly summarizes relevant evidence obtained during the investigation.

6.3.5 Review of the Investigative Report: At least ten (10) Business Days prior to a hearing, the investigator will provide each party and the party's advisor (if any) an electronic copy of the investigative report for their review and written response.

6.3.6 Investigation Timeframe: The investigation of a Formal Complaint will be concluded within ninety (90) Business Days of the filing of a Formal Complaint. The parties will be provided updates on the progress of the investigation, as needed.

6.4 Live Hearing: After the investigation, Covenant College will provide for a live hearing for all Formal Complaints of Sexual Harassment that have not been dismissed per Section 5.2 or resolved by informal resolution under Section 8. At the request of either party, or at the discretion of the Title IX Coordinator, Covenant College will provide for the live hearing to occur with the parties located in separate rooms with technology enabling the decision-maker and parties to simultaneously see and hear the other party or witness answering questions⁹.

6.4.1 Information at the Hearing: The following information/evidence will be available in electronic form at the hearing:

- (1) Evidence from the investigation, including the evidence directly related to the allegations that was reviewed by the parties, regardless of whether it was incorporated into the report.
- (2) The investigation report and any attachments/appendices.

6.4.2 Decision-maker(s): The decision-maker(s) will be appointed by Covenant College immediately after the investigative report is sent to the parties. The decision-maker(s) will not be the Title IX Coordinator, investigator(s), or informal resolution mediator who had been assigned to this matter. The decision-maker(s) will be

⁹ Covenant College can also conduct the hearing in full virtual format (via Google Meet or comparable platform) when requested by either party or otherwise at the discretion of the College.

trained, impartial, and without a conflict of interest. The decision-maker(s) can be a Covenant College employee or an external individual designated by Covenant College. At the discretion of the Title IX Coordinator, there will be either a single decision-maker or a hearing panel which would include more than one decision-maker.

6.4.3 Challenge to a decision-maker: Either party may challenge the appointment of a decision-maker, based on conflict of interest or bias, in writing to the Title IX Coordinator. Both parties will have five (5) Business Days after the assigned decision-maker is disclosed to them to submit their request.

6.4.4 Advisor's Role at the Hearing: Each party must have an advisor present at the hearing. The advisor's role is limited to supporting, advising, and assisting the party during the hearing and conducting questioning (cross-examination) of participants. Advisors are required to follow rules of decorum enforced by the decision-maker. Failure to follow the rules of decorum by an advisor may result in removal of an advisor from the hearing. If a party does not have an advisor present at the live hearing, Covenant College will appoint the party with an advisor without fee or charge. Each party must notify the College of the name of their designated advisor or their need to have one appointed for them three days prior to the live hearing.

6.4.5 Recording of the Hearing: Covenant College will create an audio or audiovisual recording of all live hearings and make the recording available to the parties for inspection or review.

6.4.6 Hearing Process Facilitator: Covenant College may designate a hearing process facilitator to coordinate the hearing, including, but not limited to, coordination and scheduling of the hearing; the logistics of physical or virtual rooms for parties and/or witnesses, including separation of the parties; ensuring all technology is working appropriately; ensuring the parties have access to electronic documents during the hearing; distributing materials; etc. The facilitator may also be the Title IX Coordinator. The facilitator may invite the parties and their advisors, separately, to a meeting prior to the hearing to review the hearing process for the purpose of ensuring a smooth hearing. This meeting is separate from the pre-hearing conference discussed below.

6.4.7 Pre-Hearing Matters:

Pre-Hearing Submission of Questions: In order to streamline the hearing process, the decision-maker may request the parties to submit questions, in writing prior to the hearing. This submission does not preclude the advisor from asking additional questions live during the hearing nor does it require the parties to submit questions beforehand. The decision-maker may allow for the pre-hearing submission of questions regardless of whether a pre-hearing conference occurs.

6.4.8 Participants in the Hearing: Participants at the hearing include the decision-makers, the investigator(s) who conducted the investigations, the parties, advisors to the parties, witnesses and anyone providing authorized accommodations. In addition, Covenant College may have a hearing facilitator present. Any witnesses scheduled to participate in the hearing must have been first interviewed by the investigator(s) or have provided a written statement or answered questions from the investigator in writing.

6.4.9 Hearing Process and Phases: The live hearing will include the following phases:

(1) Notice of Hearing: After the investigative report has been completed and at least ten (10) business days prior to the date set for the hearing, the parties and their advisors (if any) will be provided with a Notice of the Hearing. The Notice will include the date, time, location, name of the decision-maker, names of all participants in the hearing, and the location (virtual or in person) of the hearing.

(2) Opening Statements: Each party will have the opportunity to present an opening statement to the decision-maker.

(3) Questioning of Hearing Participants (Parties and Witnesses):

- i. **By the Decision-Maker:** The decision-maker will ask initial questions of the participants at the hearing.
- ii. **By the Advisors:** After the decision-maker asks questions of a participant, each party's advisor will be permitted to ask relevant questions and follow up questions orally, directly, and in real time of the participant. Advisors may only cross-examine the other party and the other party's witnesses. The parties are never permitted to ask questions of participants directly. The questioning of participants by advisors will be conducted in the following manner:
 - A question is asked by an advisor
 - Before participant answers the questions, the decision-maker determines whether the question is relevant
 - If the question is determined relevant by the decision-maker, the participant answers the question
 - If the question is determined not to be relevant by the decision-maker, the decision-maker must explain the decision to exclude a question as not relevant.
- iii. **Evidence and Questions Excluded:**
 - **Sexual Predisposition or Prior Sexual Behavior of the Complainant:** Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the

Respondent committed the conduct alleged by the Complainant, or 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.

- **Privileged Information:** No person will be required to disclose information protected under a legally recognized privilege. The decision-maker must not allow into evidence or rely upon any questions or evidence that may require or seek disclosure of such information, unless the person holding the privilege has waived the privilege. This includes information protected by the attorney-client privilege.
- **Medical Records:** Evidence or 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, are not permitted to be used during a hearing unless the party provides voluntary, written permission to do so for the grievance process within this Policy.

- iv. **Party or Witness Does Not Submit to Cross-examination:** If a party or witness does not submit to cross-examination by an advisor at the live hearing, the decision-maker will not rely on any statement of that party or witness in reaching a determination regarding responsibility. The decision-maker, however, will not draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions.

(4) Closing Statements: Each party will have the opportunity to present a closing statement to the decision-maker.

6.4.10 Determination Regarding Responsibility: After the live hearing, if there is only one decision-maker, the decision-maker will issue a written determination regarding responsibility using the preponderance of the evidence standard. If a hearing panel is used, the decision-makers will deliberate in private if a hearing panel is used. The decision-maker will issue a written determination based on a majority vote of the decision-makers regarding responsibility using the preponderance of the evidence standard. The decision-maker or chairperson will provide the Complainant and the Respondent with the written determination simultaneously. The determination regarding responsibility becomes final either on the date that the Title IX Coordinator provides the parties with the written determination of the result of the appeal, if an appeal is filed, or, if an appeal is not filed, the date on which an appeal would no longer be considered timely. The written notice will include:

- Identification of the allegations potentially constituting 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 the application of this Policy to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions that Covenant College imposes on the Respondent, and whether remedies designed to restore or preserve equal access to Covenant College's education program or activity will be provided by Covenant College to the Complainant¹⁰; and
- The procedures and permissible bases for the Complainant and Respondent to appeal.

Section 7: Appeals

Either party may appeal the determination regarding responsibility, or the dismissal of a Formal Complaint or any allegations therein within three (3) Business Days of the receipt of the determination regarding responsibility or dismissal. The appeals must be made in writing and delivered to the Title IX Coordinator. An appeal does not necessarily result in the rehearing of the case.

7.1 Bases for Appeal: Appeals of the determination of responsibility or the dismissal of a Formal Complaint may be made on the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Title IX Coordinator, investigator, or decision-maker 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.

7.2 Appeal Procedures: If an appeal is submitted, Covenant College will:

- (1) Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

¹⁰ The Title IX Coordinator is responsible for the implementation of any remedies.

(2) Ensure that the decision-maker for the appeal is not the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator, the Title IX Coordinator, or any other individual who was involved in the case on appeal.

(3) Issue a written decision describing the result of the appeal and the rationale for the result which can be one of the following:

- Affirm the decision-maker's determination regarding the Respondent's responsibility and affirm the disciplinary sanctions and remedies, if applicable;
- Affirm the decision-maker's determination regarding the Respondent's responsibility and amend the disciplinary sanctions and remedies, if applicable;
- Remand the process back to the hearing stage for the decision-maker to remedy any procedural irregularity or consider any new evidence;
- Reverse the decision-maker's determination of the Respondent's responsibility and amend the disciplinary sanctions and remedies, if applicable; or
- Affirm or amend the sanctions and/or remedies outlined in the determination issued under this Policy.

(4) Provide the written decision simultaneously to both parties.

7.3 Appeal Timeframe: The appellate decision-maker will release the written decision within twenty (20) Business Days of receiving the appeal.

Section 8: Informal Resolution Process

At any time after a Formal Complaint has been signed and before a determination regarding responsibility has been reached, the parties may voluntarily agree to participate in an informal resolution facilitated by Covenant College, that does not involve a full investigation and adjudication.

8.1 Informal Resolution Notice: Prior to entering the informal resolution process, Covenant College will provide the parties a written notice disclosing:

- (1) The allegations;
- (2) The requirements of the informal resolution process, including the right of any party to withdraw from the informal resolution process and resume the grievance

process and the circumstances which preclude parties from resuming a Formal Complaint arising from the same allegations;

(3) Consequences resulting from the informal resolution process, including that the records will be maintained for a period of seven (7) years but will not be used by investigators or decision-makers if the formal grievance process resumes.

8.2 Informal Resolution Process Agreement: Prior to entering the informal resolution process, the parties must voluntarily agree, in writing to the use of the informal resolution process.

8.3 Informal Resolution Availability: The informal resolution process is not permitted to resolve allegations that an employee committed Sexual Harassment against a student.

8.4 Informal Resolution Process: If both parties are in agreement to follow the Informal Resolution process, the Title IX Coordinator will appoint a mediator to meet with both parties beginning with the Complainant. Either party may challenge the appointment of the mediator, based on conflict of interest or bias, in writing to the Title IX Coordinator, no less than five (5) Business Days after the mediator is disclosed to them.

The mediator and Complainant, and Complainant's chosen Advisor, will meet to discuss resolution options to which the Complainant is comfortable agreeing. The mediator will then meet with the Respondent and the Respondent's chosen advisor to present the proposed resolution terms. If the Respondent disagrees with any part of the resolution, the mediator will return to the Complainant with the Respondent's objections and proposed changes. If the Complainant does not agree with the proposed changes and objections, the Complainant can offer additional changes or suggestions to the proposed resolution. Once the Complainant and Respondent agree with the proposed resolution terms, the mediator will send a final proposed resolution to the Coordinator for approval.

At the conclusion of an Informal Resolution, the Complainant and the Respondent have two (2) business days to change their mind about the resolution of the complaint. If either the Complainant or Respondent changes their mind regarding the agreed upon resolution, they must do so in writing and submit it to the Title IX Coordinator. Should the request not be received in writing (including electronically), or is not submitted within two (2) business days, the Informal Resolution will be considered final and binding.

If the Complainant and Respondent cannot reach an agreement, the complaint will automatically enter the formal resolution process.

8.5 Informal Resolution Timeframe: Informal resolutions of a Formal Complaint will be concluded within 45 days of notice to Covenant College that both parties wish to proceed with the informal resolution process. Such notice that the parties wish to proceed with an informal

resolution process will “pause” the counting of the timeframe to conclude the Grievance Process of this Policy, should the informal resolution process fail and the parties continue with the Grievance Process.

8.6 Informal Resolution Documentation: Any final resolution pursuant to the Informal Resolution process will be documented and kept for seven (7) years. However, no recording of the informal resolution process will be made and all statements made during the informal resolution process will not be used for or against either party (and the decision-maker and/or appellate decision-maker may not consider any such statement made during Informal Resolution) should the parties resume the grievance process. Failure to comply with an informal resolution agreement may result in disciplinary action.

Section 9: Emergency Removal and Administrative Leave

9.1 Emergency Removal: At any time after the Title IX Coordinator is on notice of Sexual Harassment, Covenant College may remove a Respondent on an emergency basis. Covenant College will only conduct an emergency removal after:

- (1) Undertaking and individualized safety and risk analysis,
- (2) Determining that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment justifies removal, and
- (3) Providing the Respondent with notice and an opportunity to challenge the decision to the Title IX Coordinator, within two (2) Business Days following the removal.

9.2 Administrative Leave: Covenant College may place a non-student employee Respondent on administrative leave during the pendency of the grievance process in this Policy.

Section 10: Recordkeeping

Covenant College will maintain all of the documentation related to reports of Sexual Harassment, Formal Complaints, the grievance process, and information resolution process for seven years in accordance with state and federal records laws and requirements. The documentation of all records is private and confidential to the extent possible under law. Student records of the grievance process are disciplinary records under Family Education Rights and Privacy Act (FERPA). Employee records of the grievance process are subject to the Freedom of Information Act (FOIA) and applicable state laws, and included in the employee’s official employment record.

Section 11: Additional Conduct Violations Related to This Policy

Alleged violations of the terms in this section will be sent to the Dean of Students for student Respondents and the Director of Human Resources for employee Respondents. Retaliation, providing false information in the grievance process, interfering with the grievance process, and/or violating a directive from a Covenant College official (including violating a No Contact Directive) are prohibited under the Covenant College Student and Employee Handbooks.

The Student Handbook can be found here:

https://www.covenant.edu/pdf/student/studev_student_handbook.pdf

The Employee Handbook can be found here:

https://www.covenant.edu/pdf/staff/Staff_Manual_and_Employee_Handbook.pdf

The Faculty Handbook can be found here:

https://portal.covenant.edu/scots/employees/banner/pdf/faculty_manual.pdf

Section 12: Applicable Georgia Laws

12.1 Aggravated Assault:

Ga. Code § 16-5-21

(a) A person commits the offense of aggravated assault when he or she assaults:

- (1) With intent to murder, to rape, or to rob;
- (2) With a deadly weapon or with any object, device, or instrument which, when used offensively against a person, is likely to or actually does result in serious bodily injury;
- (3) With any object, device, or instrument which, when used offensively against a person, is likely to or actually does result in strangulation; or
- (4) A person or persons without legal justification by discharging a firearm from within a motor vehicle toward a person or persons.

(b) Except as provided in subsections (c) through (l) of this Code section, a person convicted of the offense of aggravated assault shall be punished by imprisonment for not less than one nor more than 20 years.

(c)

(1) A person who knowingly commits the offense of aggravated assault upon a public safety officer while he or she is engaged in, or on account of the performance of, his or her official duties shall, upon conviction thereof, be punished as follows:

(A) When such assault occurs by the discharge of a firearm by a person who is at least 17 years of age, such person shall be punished by imprisonment for not less than ten nor more than 20 years and shall be sentenced to a mandatory minimum term of imprisonment of ten years and no portion of the mandatory minimum sentence imposed shall be suspended, stayed, probated, deferred, or withheld by the sentencing court; provided, however, that in the court's discretion, the court may depart from such mandatory minimum sentence when the prosecuting attorney and defendant have agreed to a sentence that is below such mandatory minimum;

(B) When such assault does not involve the discharge of a firearm by a person who is at least 17 years of age, and does not involve only the use of the person's body, such person shall be punished by imprisonment for not less than five nor more than 20 years and, for persons who are at least 17 years of age, shall be sentenced to a mandatory minimum term of imprisonment of three years and no portion of the mandatory minimum sentence imposed shall be suspended, stayed, probated, deferred, or withheld by the sentencing court; provided, however, that in the court's discretion, the court may depart from such mandatory minimum sentence when the prosecuting attorney and defendant have agreed to a sentence that is below such mandatory minimum; or

(C) When such assault occurs only involving the use of the person's body, by imprisonment for not less than five nor more than 20 years.

(2) A person convicted under this subsection shall be punished, in addition to any term of imprisonment imposed, by a fine as provided by law which shall be at least \$2,000.00. With respect to \$2,000.00 of the fine imposed, after distributing the surcharges and deductions required by Chapter 21 of Title 15, Code Sections 36-15-9 and 42-8-34, and Title 47, it shall be earmarked for the Georgia State Indemnification Fund for purposes of payment of indemnification for death or disability as provided for in Part 1 of Article 5 of Chapter 9 of Title 45.

(3) As used in this subsection, the term "firearm" means any handgun, rifle, shotgun, or similar device or weapon which will or can be converted to expel a projectile by the action of an explosive or electrical charge.

(d) Any person who commits the offense of aggravated assault against a person who is 65 years of age or older shall, upon conviction thereof, be punished by imprisonment for not less than three nor more than 20 years.

(e) Any person who commits the offense of aggravated assault in a public transit vehicle or station shall, upon conviction thereof, be punished by imprisonment for not less than three nor more than 20 years.

(f) Any person who commits the offense of aggravated assault upon a person in the course of violating Code Section 16-8-2 where the property that was the subject of the theft was a vehicle engaged in commercial transportation of cargo or any appurtenance thereto, including without limitation any such trailer, semitrailer, container, or other associated equipment, or the cargo being transported therein or thereon, shall upon conviction be punished by imprisonment for not less than five nor more than 20 years, a fine not less than \$50,000.00 nor more than \$200,000.00, or both such fine and imprisonment. For purposes of this subsection, the term "vehicle" includes without limitation any railcar.

(g) Except as provided in subsection (c) of this Code section, a person convicted of an offense described in paragraph (4) of subsection (a) of this Code section shall be punished by imprisonment for not less than five nor more than 20 years.

(h) Any person who commits the offense of aggravated assault involving the use of a firearm upon a student or teacher or other school personnel within a school safety zone as defined in Code Section 16-11-127.1 shall, upon conviction thereof, be punished by imprisonment for not less than five nor more than 20 years.

(i) If the offense of aggravated assault is committed between past or present spouses, persons who are parents of the same child, parents and children, stepparents and stepchildren, foster parents and foster children, or other persons excluding siblings living or formerly living in the same household, the defendant shall be punished by imprisonment for not less than three nor more than 20 years.

(1) Any person who commits the offense of aggravated assault with intent to rape against a child under the age of 14 years shall be punished by imprisonment for not less than 25 nor more than 50 years.

(2)

(A) As used in this paragraph, the term 'sexual felony' shall mean a felony conviction of:

- (i) Aggravated assault with the intent to rape in violation of subsection (a) of this Code section;
- (ii) Kidnapping in violation of Code Section 16-5-40 which involves a victim who is under 14 years of age, except by a parent;
- (iii) Trafficking an individual for sexual servitude in violation of Code Section 16-5-46;
- (iv) Rape in violation of Code Section 16-6-1;
- (v) Aggravated sodomy in violation of Code Section 16-6-2;
- (vi) Statutory rape in violation of Code Section 16-6-3, if the individual convicted of the offense is 21 years of age or older;
- (vii) Child molestation in violation of Code Section 16-6-4;
- (viii) Aggravated child molestation in violation of Code Section 16-6-4;
- (ix) Enticing a child for indecent purposes in violation of Code Section 16-6-5;
- (x) Improper sexual contact by employee or agent in the first or second degree or improper sexual contact by a foster parent in the first or second degree in violation of Code Section 16-6-5.1, unless the punishment imposed was not subject to Code Section 17-10-6.2;
- (xi) Incest in violation of Code Section 16-6-22;
- (xii) Aggravated sexual battery in violation of Code Section 16-6-22.2; or
- (xiii) Sexual exploitation of children in violation of Code Section 16-12-100.

(B) Any person having been previously convicted of a sexual felony who is convicted of the offense of aggravated assault with the intent to rape shall be punished by imprisonment for life or a split sentence that is a term of imprisonment followed by probation for life. As a condition of

probation, the court shall impose the requirement of electronic monitoring as set forth in paragraph (14) of subsection (a) of Code Section 42-8-35. Any person convicted under this paragraph shall, in addition, be subject to the sentencing and punishment provisions of Code Section 17-10-6.2.

(k) A person who knowingly commits the offense of aggravated assault upon an officer of the court while such officer is engaged in, or on account of the performance of, his or her official duties shall, upon conviction thereof, be punished by imprisonment for not less than five nor more than 20 years.

(l) A person who commits the offense of aggravated assault upon an emergency health worker or health care worker while such worker is on a hospital campus, as such term is defined in Code Section 31-54-1, to perform official duties shall, upon conviction thereof, be punished by imprisonment for not less than three nor more than 20 years.

12.2 Aggravated Stalking:

Ga. Code § 16-5-91

(a) A person commits the offense of aggravated stalking when such person, in violation of a bond to keep the peace posted pursuant to Code Section 17-6-110, temporary restraining order, temporary protective order, permanent restraining order, permanent protective order, preliminary injunction, good behavior bond, or permanent injunction or condition of pretrial release, condition of probation, or condition of parole in effect prohibiting the behavior described in this subsection, follows, places under surveillance, or contacts another person at or about a place or places without the consent of the other person for the purpose of harassing and intimidating the other person.

(b) Any person convicted of a violation of subsection (a) of this Code section shall be guilty of a felony and, upon conviction thereof, shall be punished by imprisonment for not less than one nor more than ten years and by a fine of not more than \$10,000.00. The provisions of subsection (d) of Code Section 16-5-90 apply to sentencing for conviction of aggravated stalking.

12.3 Incest:

Ga. Code § 16-6-22

(a) A person commits the offense of incest when such person engages in sexual intercourse or sodomy, as such term is defined in Code Section 16-6-2, with a person whom he or she knows he or she is related to either by blood or by marriage as follows:

(1) Father and child or stepchild;

- (2) Mother and child or stepchild;
- (3) Siblings of the whole blood or of the half blood;
- (4) Grandparent and grandchild of the whole blood or of the half blood;
- (5) Aunt and niece or nephew of the whole blood or of the half blood; or
- (6) Uncle and niece or nephew of the whole blood or of the half blood.

(b) A person convicted of the offense of incest shall be punished by imprisonment for not less than ten nor more than 30 years; provided, however, that any person convicted of the offense of incest under this subsection with a child under the age of 14 years shall be punished by imprisonment for not less than 25 nor more than 50 years. Any person convicted under this Code section of the offense of incest shall, in addition, be subject to the sentencing and punishment provisions of Code Section 17-10-6.2.

(c)

(1) As used in this subsection, the term "sexual felony" shall have the same meaning as set forth in paragraph (2) of subsection (j) of Code Section 16-5-21.

(2) Any person having been previously convicted of a sexual felony who is convicted of the offense of incest shall be punished by imprisonment for life or a split sentence that is a term of imprisonment followed by probation for life. As a condition of probation, the court shall impose the requirement of electronic monitoring as set forth in paragraph (14) of subsection (a) of Code Section 42-8-35.

12.4 Statutory Rape:

Ga. Code § 16-6-3: Statutory Rape

(a) A person commits the offense of statutory rape when he or she engages in sexual intercourse with any person under the age of 16 years and not his or her spouse, provided that no conviction shall be had for this offense on the unsupported testimony of the victim.

(b) Except as provided in subsection (c) of this Code section, a person convicted of the offense of statutory rape shall be punished by imprisonment for not less than one nor more than 20 years; provided, however, that if the person so convicted is 21 years of age or older, such person shall be punished by imprisonment for not less than ten nor more than 20 years. Any person convicted under this subsection of the offense of statutory rape

shall, in addition, be subject to the sentencing and punishment provisions of Code Section 17-10-6.2.

(c) If the victim is at least 14 but less than 16 years of age and the person convicted of statutory rape is 18 years of age or younger and is no more than four years older than the victim, such person shall be guilty of a misdemeanor.

(d)

(1) As used in this subsection, the term "sexual felony" shall have the same meaning as set forth in paragraph (2) of subsection (j) of Code Section 16-5-21.

(2) Any person having been previously convicted of a sexual felony who is convicted of the felony offense of statutory rape when the individual convicted was 21 years of age or older, shall be punished by imprisonment for life or a split sentence that is a term of imprisonment followed by probation for life. As a condition of probation, the court shall impose the requirement of electronic monitoring as set forth in paragraph (14) of subsection (a) of Code Section 42-8-35.

12.4 Sexual Battery:

Ga. Code § 16-6-22.1

(a) For the purposes of this Code section, the term "intimate parts" means the primary genital area, anus, groin, inner thighs, or buttocks of a male or female and the breasts of a female.

(b) A person commits the offense of sexual battery when he or she intentionally makes physical contact with the intimate parts of the body of another person without the consent of that person.

(c) Except as otherwise provided in this Code section, a person convicted of the offense of sexual battery shall be punished as for a misdemeanor of a high and aggravated nature.

(d) A person convicted of the offense of sexual battery against any child under the age of 16 years shall be guilty of a felony and, upon conviction thereof, shall be punished by imprisonment for not less than one nor more than five years.

(e) Upon a second or subsequent conviction under subsection (b) of this Code section, a person shall be guilty of a felony and, upon conviction thereof, shall be imprisoned for not less than one nor more than five years and, in addition, shall be subject to the sentencing and punishment provisions of Code Section 17-10-6.2.

(f) When the alleged victim is under the age of 16 years and the conduct is for the purpose of sexual arousal on the part of the alleged offender or alleged victim, consent of the alleged victim shall not be a defense to a prosecution under this Code section; provided, however, that if at the time of the offense the alleged victim is at least 13 but less than 16 years of age and the accused is 18 years of age or younger and no more than 48 months older than the alleged victim, this subsection shall not be applicable.

12.5 Rape:

Ga. Code § 16-6-1

(a) A person commits the offense of rape when he has carnal knowledge of:

- (1) A female forcibly and against her will; or
- (2) A female who is less than ten years of age.

Carnal knowledge in rape occurs when there is any penetration of the female sex organ by the male sex organ. The fact that the person allegedly raped is the wife of the defendant shall not be a defense to a charge of rape.

(b) A person convicted of the offense of rape shall be punished by death, by imprisonment for life without parole, by imprisonment for life, or by a split sentence that is a term of imprisonment for not less than 25 years and not exceeding life imprisonment, followed by probation for life. Any person convicted under this Code section shall, in addition, be subject to the sentencing and punishment provisions of Code Sections 17-10-6.1 and 17-10-7.

(c) When evidence relating to an allegation of rape is collected in the course of a medical examination of the person who is the victim of the alleged crime, the Georgia Crime Victims Emergency Fund, as provided for in Chapter 15 of Title 17, shall be responsible for the cost of the medical examination to the extent that expense is incurred for the limited purpose of collecting evidence.

(d)

- (1) As used in this subsection, the term "sexual felony" shall have the same meaning as set forth in paragraph (2) of subsection (j) of Code Section 16-5-21.
- (2) Any person having been previously convicted of a sexual felony who is convicted of the offense of rape shall be punished by imprisonment for life or a split sentence that is a term of imprisonment followed by probation for life. As a condition of probation, the court shall impose the requirement of electronic

monitoring as set forth in paragraph (14) of subsection (a) of Code Section 42-8-35.