TITLE IX POLICY

Revised November 16th, 2026

I. Introduction

A. Beal University, (the "University") is committed to providing a working and educational environment for all faculty, staff, and students that is free of unlawful harassment, sexual violence, discrimination, and retaliation. University policy prohibits harassment or discrimination based on race, religious creed, color, national origin, ancestry, marital or parental status, sex, pregnancy or related conditions, military and veteran status, physical and mental disability, medical condition, age, sexual orientation, gender, gender identity, gender expression, genetic information, volunteer or internship status, or any other classification protected by the federal, state or local law. In accordance with Title IX of the Education Amendments of 1972 ("Title IX"), the University prohibits discrimination based on sex, which includes Sexual Harassment (as defined below), and adopts the policy and procedures set forth herein to ensure a prompt, fair, and impartial process for those involved in an allegation of discrimination or harassment on the basis of a protected class or status, and for allegations of retaliation (the "Policy"). The University does not discriminate on the basis of sex in admission or employment. Section VI governs Formal Complaints of Sexual Harassment within Title IX jurisdiction. Other discrimination, harassment, or retaliation reports are addressed promptly and equitably through the applicable University grievance, student conduct, or employee procedure, consistent with state and federal law. Reports may be made regardless of where the conduct occurred, including online or away from campus. Conduct outside Title IX jurisdiction may still violate University policy.

B. This Policy applies to all persons involved in the operation of the University and prohibits sexual or other unlawful harassment or discrimination by any employee of the University, as well as students, customers, vendors or anyone who does business with the University. It further extends to prohibit sexual or other unlawful harassment or discrimination by or against students of the University. Any employee, student or contract worker who violates this Policy will be subject to disciplinary action following the applicable grievance process and a finding of responsibility. To the extent a customer, vendor or other person with whom the University does business engages in sexual or other unlawful harassment or discrimination, the University will take appropriate corrective action.

C. As part of the University's commitment to providing a harassment-free working and learning environment, this Policy shall be widely disseminated to the University community through publications, the University website, to all employees and students, to all applicants for employment and admission, at new employee orientations, student orientations, to all unions and professional organizations holding collective bargaining or professional agreements with the University, and other appropriate channels of communication. The University provides training to key staff members to enable the University to handle any allegations of Sexual Harassment promptly and equitably. The University will quickly respond to all reports of Sexual Harassment and will take

appropriate action to prevent, to correct, and if necessary, to discipline behavior that violates this Policy.

D. Inquiries about the application of Title IX and this Policy may be directed to the Title IX Coordinator or the Assistant Secretary for Civil Rights of the U.S. Department of Education (contact information below).

II. DEFINITIONS

A. **Advisor** means a person chosen by a party or appointed by the institution to accompany the party to meetings related to the resolution process, to advise the party on that process, and to conduct oral, real-time cross-examination for the party at the hearing, if any.

B. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment, discrimination, or retaliation.

C. **Consent** is informed, voluntary and revocable. Consent is an affirmative, unambiguous, and conscious decision by each participant to engage in mutually agreed-upon sexual activity. It must be given without coercion, force, threats or intimidation. Consent must be ongoing throughout a sexual encounter and can be revoked at any time. Once consent is withdrawn, the sexual activity must stop immediately. Silence, lack of resistance, or consent given while intoxicated does not constitute affirmative consent under Maine law. Consent to one act does not establish consent to another act, and a prior relationship or prior sexual activity does not establish present consent. A person who is asleep, unconscious, or otherwise unable to understand and voluntarily agree to the activity cannot consent.

D. **Covered Program** means an education program or activity over which the University exercised substantial control over both the Respondent and the context in which the sexual harassment occurred. This includes locations, events, or circumstances in which the University exercises that control and any building owned or controlled by a student organization officially recognized by the University. The Section VI Title IX process applies to Sexual Harassment in a Covered Program against a person in the United States.

E. **Dating Violence** is defined as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition, dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.

F. **Final Determination** means a decision by the preponderance of the evidence that the alleged conduct did or did not occur and whether it did or did not violate this Policy. Preponderance means that the alleged violation is more likely than not to have occurred. This same standard applies to all Formal Complaints against students and employees, including faculty.

G. **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 the University investigate. At the time of filing, the Complainant must be participating in or attempting to participate in the University's education program or activity. A document filed by a Complainant must contain a physical or digital signature, or otherwise indicate that the Complainant is the person filing it.

The Title IX Coordinator may sign a Formal Complaint when appropriate and does not thereby become a Complainant or a party. A report or request for supportive measures alone is not a Formal Complaint.

H. **Investigator** is the person(s) charged by the University with gathering evidence and preparing an investigative report.

I. **Parties** means the Complainant and Respondent.

J. **Respondent** means the individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment, discrimination, or retaliation.

K. **Retaliation** means taking a materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any person because that person made a complaint, participated, or refused to participate in any part of the process associated with this Policy. The University prohibits retaliation for reporting, testifying, assisting, participating, or declining to participate in an investigation, proceeding, or hearing, or for exercising rights secured by Title IX. Retaliation concerns may be reported through the same reporting channels. The exercise of rights protected under the First Amendment does not constitute retaliation.

L. **Sexual Assault** occurs when a physical sexual activity is engaged in without the consent of the other person or when the other person is unable to consent to the activity. The activity or conduct may include physical force, violence, threat, or intimidation, ignoring the objections of the other person, causing the other person's intoxication or incapacitation through the use of drugs or alcohol, and taking advantage of the other person's incapacitation (including voluntary intoxication).

M. **Sexual Harassment** is broadly defined to include any of three types of misconduct on the basis of sex, all of which jeopardize the equal access to education that Title IX is designed to protect: (1) A University employee conditioning an aid, benefit, or service on participation in unwelcome sexual conduct; (2) any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the University's education program or activity; and (3) any instance of sexual assault, dating violence, domestic violence, or stalking as defined by the Clery Act and the Violence Against Women Act. Domestic violence includes qualifying felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner, a person sharing a child with the victim, a person cohabiting or who has cohabited as a spouse or intimate partner, a person similarly situated to a spouse, or another person whose acts are covered by applicable domestic or family violence law.

N. **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 filing of a formal complaint or where no formal complaint has been filed. These measures are designed to restore or preserve equal access without unreasonably burdening the other party, protect the safety of parties or the educational environment, or deter Sexual Harassment. Measures may include counseling referrals, extensions of deadlines, changes in class or work schedules, leaves of absence, mutual restrictions on contact, and safety arrangements. The Title IX Coordinator coordinates implementation and keeps measures confidential to the extent possible without impairing their delivery. Either party may request measures or review of measures by contacting the Coordinator.

O. **Stalking** is defined as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others; or suffer substantial emotional distress.

III. Title IX Coordinator

The following individual serves as the Title IX Coordinator for Beal University, including Bangor, Wilton, and online programs, and has primary responsibility for coordinating the University's response to reports, supportive measures, investigations, resolutions, and efforts to prevent Sexual Harassment, discrimination, and Retaliation. Questions about this Policy or reports of alleged violations may be directed to the Title IX Coordinator.

Campus	Title IX Coordinator	Phone	Email	Address
Beal University	Robin Tardiff	207-307-3900	titleix@beal.edu	99 Farm Road Bangor, ME 04401

In addition, the University has designated the Chief Operating Officer, who also serves as Deputy Title IX Coordinator, as a person with authority to address and correct Sexual Harassment, discrimination, and Retaliation.

Campus	Chief Operating Officer	Phone	Email	Address
Beal University	Steve Villett	207-307-3900	svillett@beal.edu	99 Farm Road Bangor, ME 04401

In addition to the foregoing individuals, the University has directed all employees other than designated confidential resource advisors acting within their confidential role to report any knowledge they have of Sexual Harassment, discrimination, and Retaliation to their Title IX Coordinator. Employees must promptly forward reports to the Title IX Coordinator. The Coordinator and Deputy Coordinator are not confidential resources. A report concerning the Coordinator may be submitted to the Deputy Coordinator; the University will arrange an impartial response without a conflict of interest.

IV. Office of Civil Rights

You may also contact the U.S. Department of Education's Office for Civil Rights, the federal agency responsible for overseeing Title IX.

Assistant Secretary for Civil Rights
Office for Civil Rights
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-1100
Phone: (800) 421-3481
TDD: (877) 521-2172
Email: OCR@ed.gov
www.ed.gov/ocr

V. Filing a Complaint

Anyone can report a violation of this Policy. You may report alleged violations of this Policy in the following ways:

A. Submit a Formal Complaint to the appropriate Title IX Coordinator. You may submit a Formal Complaint in person during business hours or at any time by using the email or mailing address listed for the Title IX Coordinator.

B. Make a report without filing a Formal Complaint in person during business hours or at any time by using the telephone numbers, email addresses, or mailing address listed for the Title IX Coordinator or the Chief Operating Officer. Reports may be made by any person, at any time, by telephone, email, or mail, or in person during business hours. Reporting does not require participation in a formal grievance process. The Title IX Coordinator will promptly contact the Complainant to discuss

supportive measures, consider the Complainant's wishes, explain their availability with or without a Formal Complaint, and explain how to file a Formal Complaint.

For immediate danger or urgent medical assistance, call 911. Students and employees may notify or decline to notify law enforcement and may request University assistance in making a report. University proceedings do not replace the criminal justice process. Preserve available messages, photographs, clothing, and other evidence; medical care and forensic examination may be available without making a police report. Current campus-specific medical, forensic examination, advocacy, counseling, and law-enforcement resources are listed in the Annual Security Report at https://beal.edu/consumer-information/. Contact the Title IX Coordinator for assistance with supportive measures, referral to confidential resources, or recognition of a court-issued protection order. Share a copy of any protection order with the Coordinator so the University can coordinate appropriate campus measures.

VI. Formal Complaint Resolution/Grievance Process

The University is committed to equitably and promptly responding to reports of Sexual Harassment. Once a Formal Complaint is submitted, the University will proceed through the following steps. The University will evaluate all relevant evidence objectively, including evidence supporting and contradicting an allegation. Credibility will not be based on a person's status as a Complainant, Respondent, or witness. The Coordinator, Investigator, adjudicator, appeal decision-maker, and any informal resolution facilitator must be trained and free of conflicts of interest or bias. Parties may raise an impartiality concern with the Coordinator, or with the Deputy Coordinator when the concern involves the Coordinator.

A. Supportive Measures will be offered to the Complainant and the Respondent;

B. The Title IX Coordinator will provide written notice to both known Parties of the allegations and the grievance process, including any available informal resolution process, with sufficient time to prepare before an initial interview. The notice will identify the Parties, alleged conduct, and date and location, if known; state the presumption of non-responsibility and that responsibility is determined at the end of the process; explain the right to an Advisor of choice, including an attorney, and to inspect and review evidence; and identify any rule prohibiting knowingly false statements or information. New allegations to be investigated will be provided in additional written notice. Each party will receive this Policy, including its evidence procedures;

C. The Respondent will be presumed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process;

D. The Title IX Coordinator may remove a Respondent on an emergency basis only after an individualized safety and risk analysis establishes an immediate threat to the physical health or safety of a student or other individual arising from the allegations. The Respondent will receive notice and an opportunity to challenge the decision immediately following removal. This provision does not modify rights under Section 504, the Americans with Disabilities Act, or other applicable disability law. A non-student employee may be placed on administrative leave during the grievance process, consistent with applicable law;

E. Both the Complainant and the Respondent will be offered an Advisor by the University and informed of their right to choose their own Advisor;

F. The Title IX Coordinator will assign an Investigator to gather all relevant evidence (both inculpatory and exculpatory) and prepare a report detailing their investigative findings;

    1. The burden of gathering evidence and the burden of proof rests with the University, not with either the Complainant or the Respondent. Both Parties have equal opportunities to present fact and expert witnesses and other relevant evidence. The University will not restrict either party's

ability to discuss the allegations or gather and present relevant evidence. Legally privileged information will not be used without the holder's waiver. Medical, psychological, or similar treatment records will not be accessed, considered, disclosed, or otherwise used without the party's voluntary written consent;

2. A party whose participation is invited or expected will receive written notice of the date, time, location, participants, and purpose of each interview, hearing, or other meeting, with sufficient time to prepare;

3. The Complainant and Respondent have the right to be accompanied by an Advisor during interviews with Investigators. An Advisor may be an attorney or another person of the party's choice. Any limits on Advisor participation apply equally to both Parties, subject to the Advisor's required hearing role;

4. Before completing the investigative report, the Investigator will send both Parties and their Advisors, if any, in electronic or hard-copy form, all evidence directly related to the allegations, including evidence on which the University does not intend to rely. Both Parties will have at least ten (10) calendar days to inspect and review the evidence and submit a written response, which the Investigator will consider before completing the report;

5. The Investigator will then complete a report fairly summarizing the relevant evidence and send it to both Parties and their Advisors, if any, at least ten (10) calendar days before the hearing for review and written response. This report-review period is separate from the pre-report evidence-review period. Evidence subject to inspection and review will also be available at the hearing;

6. Investigations are conducted in an expeditious manner, usually within thirty (30) days; however, depending on a variety of factors (e.g., complexity of case, availability of witness, etc.), additional time may be required when good cause is shown. The University ordinarily seeks to conclude the investigation and hearing process within ninety (90) calendar days after receiving a Formal Complaint, excluding an appeal. Temporary delays or limited extensions require good cause and written notice to both Parties explaining the reason and revised schedule. Good cause may include witness or Advisor availability, concurrent law-enforcement activity, language assistance, or disability accommodations.

G. The Title IX Coordinator will assess whether a Formal Complaint or an allegation must or may be dismissed under the grounds below. The Coordinator will not decide responsibility or dismiss solely because the Coordinator considers the evidence insufficient to establish responsibility; disputed merits are decided through the hearing process.

1. A Formal Complaint or allegation must be dismissed for Title IX purposes if the alleged conduct, even if proved, would not meet the definition of Sexual Harassment, did not occur in a Covered Program, or did not occur against a person in the United States. A Formal Complaint or allegation may be dismissed if the Complainant gives written notice requesting withdrawal, the Respondent is no longer enrolled or employed, or specific circumstances prevent the University from gathering sufficient evidence to reach a determination;

2. *Upon any dismissal, both Parties will promptly receive simultaneous written notice stating the reasons and the appeal rights under Section VI.J. A* Title IX *dismissal does not prevent action under another applicable University policy. If no dismissal applies,* the Formal Complaint *proceeds to a live hearing after* the *evidence* and *report-review periods have been provided*.

H. When a Formal Complaint is referred to a live hearing, the hearing process will proceed as follows:

1. The Parties and their Advisors will be given at least ten (10) days' advance notice of the hearing date and time. Either party may request separate rooms with technology that allows the Parties and adjudicator to see and hear the person answering questions simultaneously. A hearing may be held virtually with equivalent real-time access;

2. The hearing notice will contain specific information about the hearing process, however, all hearings will allow for the following:

(1) The presence of the Parties' Advisors. If a party lacks an Advisor at the hearing, the University will provide one without charge to conduct cross-examination;

(2) The opportunity for each party's Advisor to ask the other party and witnesses all relevant questions and follow-up questions, including credibility questions, directly, orally, and in real time. A party may not personally conduct cross-examination. Before an answer, the adjudicator will determine relevance and explain any exclusion. Questions or evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless offered to establish that someone else committed the alleged conduct or concerning specific prior sexual behavior with the Respondent offered to prove consent;

(3) An impartial adjudicator who is neither the Title IX Coordinator nor the Investigator and who will run the hearing and make written findings consistent with the evidence presented and applying the preponderance of the evidence standard; and

(4) The impartial adjudicator will issue a written Final Determination identifying the allegations; procedural steps; findings of fact; conclusions applying University policy; the result and rationale for each allegation; sanctions; whether remedies restoring or preserving the Complainant's equal access will be provided; and the appeal procedures and grounds. The determination will be sent simultaneously to both Parties, no later than seven (7) business days after it is made unless good cause for additional time is shown. It becomes final when the written appeal outcome is provided or, if no appeal is filed, when the appeal deadline expires.

The University will create an audio or audiovisual recording, or transcript, of each live hearing and make it available to both Parties for inspection and review. The adjudicator will assess the available relevant evidence and will not treat a person's absence or refusal to answer questions as an automatic admission or an automatic bar to considering that person's otherwise relevant statements.

I. The Title IX Coordinator is responsible for effective implementation of remedies in the Final Determination. Remedies are designed to restore or preserve the Complainant's equal access and may include the services described as supportive measures. Following a finding of responsibility, remedies may be disciplinary or punitive and may burden the Respondent. Depending on the circumstances and applicable student or employee policy, sanctions may include a warning or reprimand, required education, probation, restrictions on activities or access, suspension, dismissal from the University, or termination of employment.

J. Either party may submit a written appeal of a determination regarding responsibility or dismissal of a Formal Complaint or any allegation to the Chief Operating Officer within three (3) calendar days following receipt of the written decision. The determination or dismissal may be overturned if the appellant cites to a procedural irregularity that affected the outcome, new evidence that could affect the outcome and was not reasonably available when the determination or dismissal was made, including at the time of any hearing or presents evidence that the Title IX Coordinator, Investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or either individual party that affected the outcome.

When an appeal is filed, the University will notify the other party in writing and apply the same procedures to both Parties. Each party will have a reasonable and equal opportunity, ordinarily five (5) calendar days after the appeal notice, to submit a written statement supporting or challenging the outcome. The appeal decision-maker must be trained, impartial, and different from the Coordinator, Investigator, and person who made the challenged determination or dismissal. If the Chief Operating Officer cannot meet these requirements, the University will appoint another qualified decision-maker. The University ordinarily will issue the appeal decision within twenty (20) calendar days after receipt of the appeal. Any good-cause extension will be explained in writing to both Parties. The written appeal decision will state the outcome and rationale and will be provided simultaneously to both Parties.

VII. Additional Provisions

A. A Complainant may withdraw their Complaint at any time and the University will respect such request unless the Title IX Coordinator determines that investigating the allegations is necessary for the maintenance of a safe and discrimination free educational environment and is otherwise reasonable considering the circumstances. A request to withdraw a Formal Complaint or any allegation must be made in writing to the Title IX Coordinator. A dismissal following withdrawal is subject to the notice and appeal provisions in Section VI.

B. The University recognizes that Sexual Harassment frequently involves interactions between persons that are not witnessed by others or cannot be substantiated by additional evidence. Lack of corroborating evidence or "proof" should not discourage individuals from reporting sexual harassment under this Policy. However, making false charges of sexual harassment is a serious offense. If a report is found to have been intentionally false or made maliciously without regard for truth, the claimant will be subject to disciplinary action. This provision does not apply to reports made in good faith, even if the facts alleged in the report cannot be substantiated by an investigation. A determination of responsibility alone is insufficient to establish that a party made a materially false statement in bad faith. This provision will not be used to punish good-faith reporting or participation or otherwise retaliate.

C. Title IX and this Policy do not alter the University's commitment and obligations not to discriminate on the basis of sex under Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq*.); the Equal Pay Act (29 U.S.C. 206 and 206(d)); any rights guaranteed by the United States Constitution, any other Act of Congress or

Federal Regulation; any applicable State or local law or regulation; or any other University policy, rule, or regulation.

D. Informal resolution is voluntary and may be offered only after a Formal Complaint is filed and before a responsibility determination. Before proceeding, the University will give both Parties written notice of the allegations, the process and its requirements, circumstances that would prevent resuming the formal process, and consequences, including records maintained or shared. Both Parties must provide voluntary written consent. Either party may withdraw before agreeing to a resolution and resume the formal process. The University will not require a waiver of formal-process rights as a condition of enrollment, employment, or other rights, or offer informal resolution of allegations that an employee sexually harassed a student. If offered, informal resolution ordinarily will conclude within thirty (30) calendar days of written consent; good-cause extensions require written notice to both Parties.

E. The University will provide role-specific training to its Title IX Coordinator, Investigators, adjudicators, appeal decision-makers, and informal resolution facilitators on jurisdiction, definitions, investigations, hearings, appeals, relevance, impartiality, conflicts, and bias, as applicable. Adjudicators will also receive training on hearing technology and the limits on sexual-history evidence. Investigators will receive training on preparing reports that fairly summarize relevant evidence. Training must not rely on sex stereotypes. Personnel conducting investigations and disciplinary proceedings involving sexual violence, intimate partner violence, or stalking will receive at least annual training, including trauma-informed response consistent with fair and impartial procedures. All materials used to train Title IX personnel will be publicly available at https://beal.edu/title-ix/.

F. The University will retain for at least seven (7) years records of each Sexual Harassment investigation, determinations, hearing recordings or transcripts, sanctions, remedies, appeals and outcomes, informal resolutions and outcomes, and training materials. It will also retain records of actions taken in response to each report or Formal Complaint, including supportive measures, the basis for concluding its response was not deliberately indifferent, and measures to restore or preserve equal access. If supportive measures are not provided to a Complainant, the University will document why that response was not clearly unreasonable in light of the known circumstances.

G. The University will protect the identities of persons reporting, alleging, or responding to Sexual Harassment and witnesses, except as permitted by FERPA or other law or as necessary to carry out this Policy. Information will be shared only as permitted or required for a lawful purpose. This privacy provision does not restrict either party's right to discuss allegations, obtain advice or support, or gather and present relevant evidence. The Title IX Coordinator will arrange reasonable disability accommodations and language assistance needed for meaningful access to reporting and proceedings.