

**Summit Salon Academy  
Resolution Agreement  
OCR Case Number 10222163**

Summit Salon Academy (the Academy) has entered into this Resolution Agreement to resolve the above-referenced complaint, filed with the U.S. Department of Education, Office for Civil Rights (OCR), and to ensure the Academy's compliance with Title IX of the Education Amendments Act of 1972 (Title IX), 20 U.S.C. §§ 1681 *et seq.*, and its implementing regulation, 34 C.F.R. Part 106.

**I. INDIVIDUAL REMEDIES**

- A. With regard to the students identified as Student 1 and Student 2 in OCR's letter of finding, the Academy will assess the extent to which the Instructor's sexual harassment effectively denied the students equal access to the Academy's education program or activity and offer each student appropriate remedies. This process will include:
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- i. By **12/1/2023**, written notice to Student 1 and Student 2 of the steps the Academy has agreed to take under this Agreement. The notice will inform the Students that the Academy will be assessing the impact of the Instructor's sexual harassment on them and will invite Student 1 and Student 2 to provide information about the impact of the Instructor's actions on them in writing or in a meeting with the Title IX Coordinator. The Academy will provide Students 1 and 2 with no less than 30 days to provide information or to meet with the Title IX Coordinator. The Academy will give weight to the impact on Student 1 and Student 2 of the Instructor's continued presence at the Academy and his continuing interactions with them after they reported his conduct.
  - ii. After assessing the information gathered by the Academy from Student 1 and Student 2, pursuant to I.A.i and the findings in OCR's investigation, the Academy will identify appropriate remedies that will be offered to Student 1 and Student 2 in writing, including consideration of refunds for attendance fines and/or tuition. The Academy will also provide Student 1 support to complete her program at the Academy at no cost should Student 1 choose to do so.
- B. Within 30 days of the execution of this Agreement, The Academy will seek to identify current and former students who attended the Academy who may have been subjected to sexual harassment by the Instructor and remedy any sexual harassment of any student which effectively denied the student equal access to the Academy's education program or activity. The Academy will:
- i. Contact current and former students who attended the Academy from January 1, 2021, until the date of the Instructor's termination from Academy employment and notify them that they may be entitled to appropriate remedies due to sexual harassment that may have been engaged in at the Academy. The Academy will provide students, during a 30-day window, an opportunity for the students to

provide information in writing to the Academy about sex harassment they may have experienced during the relevant time period;

- ii. Promptly investigate any information received regarding potential sexual harassment in a manner consistent with the requirements of Title IX; and
- iii. Based upon the information gathered pursuant to I.B.i, above, and the investigation pursuant to I.B.ii, above, the Academy will determine appropriate remedies to address identified instances of sexual harassment designed to restore or preserve equal access to the recipient's education program or activity. To determine appropriate remedies for individual students, the Academy will specifically consider: (1) how the attendance requirements and related fines for nonattendance impacted students who may have been absent as a result of having been subjected to, or observed, sexual harassment; (2) counseling, modification of academic or attendance records; (3) refund of attendance fines, as necessary to remedy the impact of the sexual harassment.

### **Reporting Requirements:**

1. Within 45 days of sending written notice to Student 1 and 2 as required by I.B.i, the Academy will provide OCR with copies of all communications with Student 1 and Student 2 regarding implementation of I.A.i above.
2. Within 15 days of providing OCR copies of all communications with Student 1 and 2 as required by I.A.i, the Academy will submit, for OCR's review and approval, its proposed remedies for Student 1 and Student 2, pursuant to Section I.A.ii above.
3. Within 15 days of receiving OCR's approval of proposed remedies for Student 1 and Student 2, pursuant to Section I.A.ii above, the Academy will implement the proposed remedies and provide documentation of such to OCR.
4. Within 75 days from the date of this Agreement, the Academy will provide OCR with a copy of its communication with students and former students, and all responses received pursuant to Section I.B.i above.
5. Within 45 days of providing OCR with copies of the communication pursuant to reporting provision #4, above, the Academy will provide OCR documentation of all investigations it completed or actions it took pursuant to Section I.B.ii above.
6. Within 20 days of providing documentation of the investigations conducted pursuant to reporting provision #5, above, the Academy will submit, for OCR's review and approval, its proposed remedies for students identified as having been subjected to sexual harassment, pursuant to Section I.B.iii above.
7. Within 30 days of receiving OCR's approval of proposed individual student remedies pursuant to Section I.B.iii above, the Academy will execute the proposed remedies for each of the identified individual students.

## **II. IDENTIFICATION AND CORRECTION OF ACADEMY PRACTICES THAT MAY FOSTER SEXUAL HARASSMENT**

The Academy will gather and assess information about the nature and scope of sexual harassment in its educational programs and design a plan to promote an educational environment free of sexual harassment.

- A. In order to carry out the provisions of this section of the Agreement the Academy will select an expert, from outside or inside the Academy, to guide its efforts. This person or person(s) must have demonstrated expertise and experience in addressing sexual harassment in an education setting such as the Academy and demonstrated expertise regarding implementing proactive measures to promote an educational environment free of sexual harassment. Prior to selecting the expert, the Academy will submit the expert's credentials to OCR for review and approval.

- B. Student Climate Survey

The Academy will conduct a survey of students who attended the Academy during 2021, 2022, and/or 2023 to assess the climate at the Academy as it relates to the presence of sexually harassing conduct and comments that may have effectively denied the students equal access to the Academy's education program or activity. The survey will be completed using a written or electronic survey instrument. Students receiving the survey must be notified of a contact person should they wish to discuss this issue in person and provided a mechanism by which they can provide responses anonymously.

- i. The survey will contain questions about the respondent's personal experience with sexual harassment while they attended the Academy, the respondent's awareness of third party's experiences with sexual harassment while they attended Academy, the students' awareness of whether the Academy was made aware of instances of sexual harassment, and if so to whom it was reported and whether action was taken to address the report, the respondent's awareness of the Academy's Title IX policies and procedures, and an opportunity for the respondent to identify any programs or practices that have created an environment that may have contributed to sexual harassment.
  - ii. Upon completion of the student survey the Academy will evaluate the results and produce a Report of Findings (Climate Report) that includes: the number of surveys completed, a summary of the responses formatted in a manner that does not disclose the identity of individual respondents, and evaluation of the most prevalent types of unwelcome sex-based behavior at the Academy and the characteristics of settings in which they occurred; whether respondents indicated they reported sexual harassment, to whom, and whether they believe action was taken to address the reports, and the rate at which respondents reported awareness of the Academy's Title IX policies and procedures.

- C. Survey of Academy Programs

By **2/28/2024**, the Academy will evaluate its instructional programs, policies, and educational practices, such as how it conducts waxing lessons and other instruction that may impact students' privacy, to identify ways they may contribute to an environment of unwelcome conduct on the basis of sex that effectively denies students equal access to the Academy's education program or activity and/or which may discourage reporting of such incidents.

- i. Upon completion of the evaluation of its programs, the Academy will produce a Report of Findings (Programs Report) that includes a list of programs, practices, and other factors that were identified as potentially contributing to an environment of unwelcome conduct on the basis of sex that effectively denies students equal access to the Academy's education program or activity and/or which may discourage reporting of such incidents.
- D. By **4/30/2024**, the Academy will develop a Corrective Action Plan (Plan) based on its evaluation of the results of the Student Survey and the Program Survey conducted pursuant to Sections II.A and B. The Plan will be designed to mitigate any areas identified during its evaluation that contribute to an environment of unwelcome conduct on the basis of sex that effectively denies students equal access to the Academy's education program or activity and/or which may discourage reporting of such incidents. The Plan will include:
- i. A comprehensive list of modifications needed in the Academy's programs, policies, or practices that are designed to prevent unwelcome conduct on the basis of sex and restore or preserve equal access to the recipient's education program or activity;
  - ii. An inventory of the Academy's existing efforts (including its goals and objectives), resources, and personnel to address the sexual harassment identified in the Plan; and
  - iii. A timeline for implementing each step in the Plan.

#### **Reporting Requirements:**

1. Within 45 days of the execution of this Agreement, the Academy will submit the name(s) and qualification(s) of the expert(s) selected to guide its compliance with Section II of this Agreement. Upon approval by OCR of the selected expert, the Academy will begin executing Sections II.B – D of the Agreement.
2. Within 30 days of OCR's approval of the expert (s), the Academy will provide to OCR, for review and approval, a draft of the student survey it intends to use to meet the requirements of the Section II.B above, including a description of how and when it will administer the survey.

3. Within 10 days of OCR's approval the Academy's draft Student Survey, the Academy will issue the approved survey.
4. Within 30 days of the closing date of the survey the Academy will provide OCR with its Climate Report from the student survey pursuant to Section II.B.ii above. If OCR requires additional information from the student survey the Academy will provide said information within 30 days of OCR's request.
5. By **5/30/24**, the Academy will provide OCR with its Program Report from the survey of its programs pursuant to Section II.C.ii above. If OCR requires additional information from the survey of Academy programs, the Academy will provide said information within 30 days of OCR's request.
6. By **5/30/24**, the Academy will provide OCR, for review and approval, its Plan developed pursuant to Section II.D.
7. Within 30 days of OCR's approval the Academy's Plan, the Academy will implement the Plan and subsequently provide OCR with timely written notice indicating when it has completed each step of the Plan according to the established timeline.

### **III. TITLE IX COORDINATOR**

The Academy will confirm that it has designated and trained one or more employees, who shall be referred to as the Title IX Coordinator, and will ensure the Coordinator's name or title, office address, electronic mail address, and telephone number are publicized to potential students, students, employees, and applicants for employment, and posted on the Academy's website.

#### **Reporting Requirements:**

1. By **1/1/2024**, the Academy will provide OCR with the name and contact information of its Title IX Coordinator and documentation sufficient to show how this information is publicized.
2. By **1/1/2024**, the Academy will provide OCR with documentation of any Title IX training that the Title IX Coordinator received during 2022 and 2023.
3. If, during the pendency of OCR's monitoring of this Agreement, the Title IX Coordinator position becomes vacant or a new employee is hired or designated to fill the position, the Academy will notify OCR of the event and the identity of the new Title IX Coordinator within 30 days of the new designation. The Academy will also provide OCR with documentation of Title IX training that any newly designated Title IX Coordinator has received within 60 days of the new designation.

### **IV. TITLE IX POLICY AND TITLE IX GRIEVANCE PROCEDURES**

#### **A. Revisions to Policies and Grievance Procedures**

The Academy will revise all policies and grievance procedures related to compliance with Title IX and the Academy's response to reports and complaints of sexual harassment to ensure they are compliant with the requirements of Title IX.

**B. Distribution of Revised Policies and Grievance Procedures**

After OCR approves the policies and grievance procedures submitted in compliance with Section IV.A, the Academy will notify all students and employees of the revised policies and grievance procedures and widely distribute the revised policies and procedures.

**Reporting Requirements:**

1. By **2/15/24**, the Academy will provide, for OCR's review and approval, a draft of the revised policies and grievance procedures pursuant to Section IV.A.
2. Within 30 days of approval from OCR of the revised policies and grievance procedures, the Academy will certify to OCR that the Academy has formally adopted the revised policies and grievance procedures, updated all printed publications and online publications with the revised policies and grievance procedures (inserts may be used pending reprinting of these publications) and any related documents, and electronically disseminated the revised policies and grievance procedures to students and employees.

The Academy will provide OCR the following documentation:

- i. Evidence of the electronic dissemination of the revised policies and grievance procedures to students and employees;
- ii. A list of the titles of the publications in which the information appears (e.g., website, student handbook, Title IX brochure); and
- iii. A copy of any such publications or a link to a website containing the revised publication.

**V. NOTICE OF NONDISCRIMINATION**

The Academy will develop and disseminate a notice of nondiscrimination that provides specific information to students and others of protections against discrimination on the basis of sex. The notification must state that the requirement of nondiscrimination in educational programs and activities extends to employment and admissions. It also must state that questions about Title IX may be referred to the Academy's Title IX Coordinator or to the Assistant Secretary for Civil Rights. The notice of nondiscrimination must include the name, address, and telephone number of the designated Title IX Coordinator.

**Reporting Requirements:**

1. By **1/1/2024**, the Academy will provide, for OCR's review and approval, a draft of the notice of nondiscrimination.
2. Within 30 days of approval from OCR of the notice of nondiscrimination, the Academy will provide OCR with documentation of the Academy's dissemination of the approved notice of nondiscrimination, including copies of any publications and web links to any electronic publications containing the notice of nondiscrimination, and confirmation that the Academy has reviewed all current Academy publications requiring such notice under Title IX and certify that the notice has been included in such publications. The Academy will provide OCR the following documentation:
  - i. A list of the titles of the publications in which the Notice appears (e.g., website, student handbook, Title IX brochure); and
  - ii. A copy of any such publications or a link to a website containing the revised publication.

## **VI. TRAINING**

### **A. Training for Employees**

The Academy will require that all owners, administrators, employees, and contractors attend annual live training or view recorded training regarding Title IX. In consultation with the expert approved under section II.A, above, the Academy will design a training which includes, at a minimum:

- i. Review of the Academy's approved Title IX Policy and Grievance Procedures developed under Section IV;
- ii. What constitutes sexual harassment and how to identify what constitutes sexual harassment, including a hostile environment;
- iii. That sexual harassment must be reported to the Academy's Title IX Coordinator or any official of the Academy who has authority to institute corrective measures on behalf of the Academy;
- iv. The Academy's responsibilities under Title IX to respond to reports and formal complaints of sexual harassment, including the steps that the Academy is required to take in response; and
- v. The Academy's responsibility to offer supportive measures designed to restore or preserve equal access to the Academy's education program and designed to protect the safety of all parties or the Academy's educational environment or deter sexual harassment;
- vi. Information on how to file a formal complaint;
- vii. Requirement of a live hearing with recordings or transcripts made available to the parties for inspection and review; and
- viii. The remedies available to students found to have been subject to sexual harassment.

## B. Training for Students

The Academy will require that all students attend annual live training or view recorded training regarding Title IX. In consultation with the expert approved under section II.A, above, the Academy will design a training which includes, at a minimum:

- i. Review of the Academy's approved Title IX Policy and Grievance Procedures developed pursuant to Section IV, including where to locate them on the Academy's website, and the existence of OCR and its authority to enforce Title IX;
- ii. The contact information for the Academy's Title IX Coordinator;
- iii. What constitutes sexual harassment, and the Academy's prohibition against sex discrimination, including sexual harassment;
- iv. The Academy's commitment to having an environment free from harassment, and a statement that harassment of students based on sex will not be tolerated;
- v. The supportive measures available to students who report sexual harassment or retaliation, and the available remedies following a finding of sexual harassment and/or retaliation after an investigation;
- vi. What students should do if they believe they or other students have been subjected to sexual harassment; and
- vii. A follow-up electronic survey asking participants questions designed to evaluate the effectiveness of the training.

### **Reporting Requirement:**

1. By **3/15/2024** the Academy will provide to OCR, for its review and approval, the name and qualification of its proposed trainer and a copy of all proposed training materials that it will deliver under Section VI.A, and VI.B., above.
2. Within 30 days of OCR's approval, the Academy will provide OCR documentation that it has provided the approved training referenced in Items VI.A, and VI.B to the persons required in Section VI.A, and VI.B, including the dates of the training, its delivery method (e.g., in person, online, recorded, or hybrid), the names and titles of the trainer(s), a copy of any materials used or distributed during the training, and a copy of the results of the electronic survey on effectiveness of the training.

## **VII. WRITTEN NOTICE FOR NEW STUDENTS**

The Academy will develop and submit to OCR, for review and approval, written notice that the Academy will provide to each student during new student orientation. Specifically, the written notice will inform students:

- i. About the Academy's prohibition against sex discrimination, including sexual harassment;
- ii. Where to find the Academy's Title IX Policy and Grievance Procedures;
- iii. The contact information for the Academy's Title IX Coordinator; and



- iv. How to report sexual harassment.

#### **Reporting Requirements:**

1. By **1/30/2024**, the Academy will provide OCR with a draft of the written notice developed under Section VII.
2. Within 30 days of OCR's approval of the draft notice, the Academy verify that it is providing the written notice to all new students.
3. By **2/15/2024**, and every 90 days thereafter, until OCR closes monitoring of this Agreement, the Academy will provide OCR with a list of the names of new students who received the approved written notice during the preceding 180 days.

### **VIII. TITLE IX INVESTIGATIONS**

By **1/30/2024**, the Academy will develop and implement a Title IX record-keeping system that adequately and accurately documents and preserves all records required by 34 C.F.R. 106.45(b)(10), including but not limited to reports and formal complaints of sexual harassment, along with the Academy's responses to such reports and investigations of such complaints, including any written documentation sent or received in relation to the report or complaint, interview notes, witness statements, and any relevant correspondence.

#### **Reporting Requirements:**

1. By **2/15/2024**, and every 90 days thereafter until OCR closes its monitoring of this Agreement, the Academy will provide OCR an electronic, sortable file that includes a list of all reports and formal complaints of sexual harassment, and other reports and complaints of sex discrimination, that the Academy received during the preceding 180 days. The list will include separate fields for:
  - i. The name and status of the reporter (e.g., student, employee);
  - ii. The name and status of the complainant;
  - iii. The name and status of the respondent;
  - iv. The date of the report or complaint;
  - v. The date(s) of the harassing incident(s);
  - vi. The nature of the alleged harassing conduct;
  - vii. The date the investigation commenced;
  - viii. The date the investigation was completed;
  - ix. The date of the live hearing;
  - x. The date of the notice of the investigation's outcome to the parties;
  - xi. The date of any findings;
  - xii. A summary of the findings (e.g., respondent sexually assaulted the complainant at a school event on X date and retaliated against the complainant on Y date);
  - xiii. The date of any appeal (if applicable);
  - xiv. The outcome of any appeal (if applicable);

- xv. Any sanctions imposed on the respondent; and
  - xvi. Any remedies offered to the complainant and any provided remedies.
2. Upon request, the Academy will provide to OCR within 30 calendar days a copy of the complete investigative file for any complaint or report of sexual harassment, including applicable school-level records, audio or audiovisual recording, or transcript, of any live hearings, student disciplinary records, employee disciplinary records, and Human Resources/Personnel files. The data will be produced electronically in a mutually agreed format and will be organized as individual files, with all relevant documents for an incident in a discreetly labeled file.
3. OCR will review these records to ensure that the Academy is responding appropriately to all reports and formal complaints of sexual harassment consistent with the requirements of Title IX, including that supportive measures are being offered, and reports and complaints are adequately, reliably, promptly, and impartially investigated and resolved. Should OCR identify concerns in the data or files provided, OCR will identify what the Academy needs to do to ensure compliance with Title IX.

### **General Requirements**

The Academy understands that, by signing this Agreement, it agrees to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the Academy understands that during the monitoring of this Agreement, if necessary, OCR may visit the Academy, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Academy has fulfilled the terms of this Agreement. The Academy understands that OCR will not close the monitoring of the Agreement until such time as OCR determines that the Academy is in compliance with the terms of the Agreement and the statute and regulations at issue in the case.

The Academy understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10) or judicial proceedings to enforce this Agreement, OCR shall give the Academy written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the Academy's representatives below.

### **For Summit Salon Academy:**

By: \_\_\_\_\_/s/\_\_\_\_\_  
Chris Huffstutter  
Owner

By: \_\_\_\_\_

Date: \_\_\_\_\_November 20, 2023\_\_\_\_\_

Date: \_\_\_\_\_