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AI, DEEPFAKES, AND TITLE IX

RESPONDING TO EMERGING FORMS OF SEXUAL MISCONDUCT

August 12, 2026



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ICS
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OUR MISSION

To provide the best Care and Support for our clients, Community Partners, employees, contractors, collaborators, vendors, and all others who encounter our company.

GOAL

To assist schools and districts in providing a safe and healthy learning and working environment for students, faculty, and staff.



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BEFORE WE GET STARTED...

- Not legal advice
- Materials
- Chat Bar and Questions
- Level One Training
- Breaks
- Posting Link
- No recording

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LEARNING OBJECTIVES

01 Recognize common forms of AI-generated misconduct.

02 Assess potential Title IX and civil rights overlap.

03 Navigate intake and jurisdictional questions.

04 Identify investigation considerations unique to AI-related allegations.

05 Develop appropriate response and remediation strategies.

06 Evaluate institutional readiness for emerging technologies.

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WHY THIS TOPIC MATTERS NOW

- AI tools are becoming more accessible.
- Schools are increasingly encountering AI-related complaints.
- Existing policies may not fully contemplate synthetic media.
- Coordinators and investigators are being asked to make decisions with limited precedent.



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WHAT COULD ARRIVE IN YOUR INBOX TOMORROW...

A Title IX Coordinator receives an email from a parent stating:
"My child told me students are using AI to create and share harmful content involving classmates. I do not know exactly what was created, who was involved, or whether the content still exists, but my child is afraid to come to school."



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TECHNOLOGY IS NEW. RESPONSE OBLIGATIONS ARE NOT.

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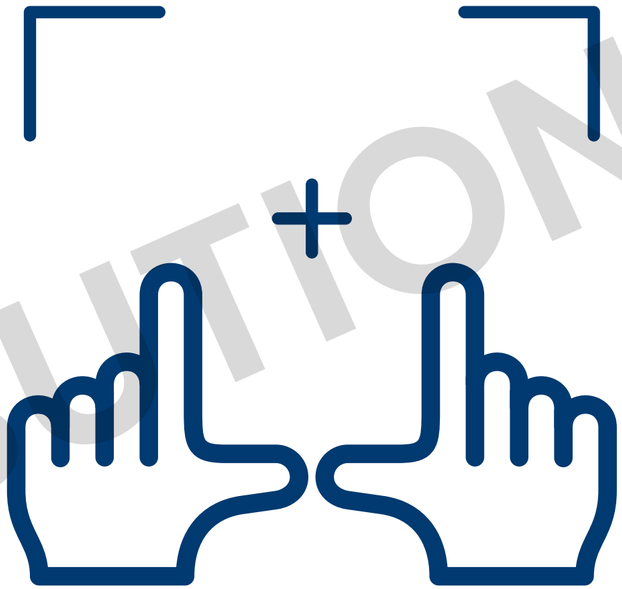
AI MISCONDUCT: A RAPIDLY CHANGING LEGAL LANDSCAPE

- AI has developed faster than the laws designed to address its potential harms.
- Federal and state lawmakers are responding to increasing concerns over AI-generated sexual content, but the legal framework remains fragmented.

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AREAS OF FOCUS FOR LAWMAKERS INCLUDE:



- Nonconsensual intimate images and sexually explicit deepfakes
- Child exploitation involving synthetic media
- Online harassment and abuse
- Privacy and reputational harm
- Civil rights obligations in educational settings
- Platform accountability and content removal

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FEDERAL DEVELOPMENTS: THE TAKE IT DOWN ACT

The TAKE IT DOWN Act (2025)	Key provisions:
…addresses concerns involving nonconsensual intimate imagery, including certain AI-generated sexualized content.	• Addresses the intentional publication of nonconsensual intimate images • Includes certain AI-generated or manipulated sexual content • Requires covered online platforms to establish removal processes • Recognizes the significant harm caused by synthetic sexual imagery

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EXISTING FEDERAL LAWS MAY ALREADY APPLY

AI-related misconduct may overlap with existing obligations

- Title IX
- Title VI
- Section 504/ADA
- FERPA/Privacy Considerations



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STATE LAW DEVELOPMENTS: A GROWING PATCHWORK

States are increasingly addressing AI-sexual content and misuse of synthetic media

Some states:
Expand existing nonconsensual image laws to include synthetic media

Some states:
Create criminal penalties for creation or distribution

Some states:
Issue school-focused requirements or guidance

!!Compliance challenge!!
Schools must monitor state-specific requirements because obligations may differ significantly by jurisdiction.

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BEYOND LEGISLATION: STATE GUIDANCE AND AI GOVERNANCE EXPECTATIONS

Many states are moving forward through guidance, policy expectations, and AI governance frameworks. Emerging areas include:

- Student safety
- Addressing AI-generated harassment
- Reporting pathways
- Prevention education
- AI use policies
- Student and employee use expectations
- Academic integrity
- Responsible use of AI tools
- Privacy and security
- Student information entered into AI platforms
- Vendor review
- Data protection
- Training
- Recognizing AI-related concerns
- Understanding limitations of AI detection tools
- Responding appropriately

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KEY AI TERMINOLOGY FOR COMPLIANCE PROFESSIONALS



- ***Artificial Intelligence (AI)***: Technology capable of generating content or performing tasks traditionally requiring human input.
- ***Generative AI***: Technology that creates new content from user prompts.
- ***Deepfake:*** AI-generated or manipulated media that realistically depicts a person saying or doing something they did not actually say or do.
- ***Synthetic Media:*** Media that has been generated or significantly altered through artificial intelligence.

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ADDITIONAL TERMS YOU MAY ENCOUNTER

- Voice Cloning
- Image Manipulation
- AI-Generated Images
- AI-Generated Video
- Nudification Applications
- Synthetic Audio

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THE HARM IS REAL EVEN WHEN THE CONTENT IS NOT

Potential impacts include:

- Humiliation
- Emotional distress
- Reputational harm
- Retaliation
- Educational disruption
- Workplace disruption



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COMMON ALLEGATIONS INSTITUTIONS ARE SEEING

Examples:

- AI-generated nude images
- Fake sexual images of students
- Manipulated athletic team photos
- Fabricated recordings
- Anonymous social media accounts
- AI-generated retaliation campaigns

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POLL OR DISCUSSION QUESTION



Has your school encountered an AI-related report?

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AUTHENTICITY VS. IMPACT

Authenticity	Impact

• Is the content real?
  ◦ Investigation focus
  ◦ Evidence question
	• What harm resulted?
	  ◦ Response focus
	  ◦ Access and safety question

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INTAKE IN THE AGE OF AI



The first report may not tell the full story.

Avoid assumptions:

- The image is authentic.
- The image is fake.
- The recording is genuine.
- The reporting party understands how the content was created.

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COMMON INTAKE PITFALLS

- Assuming content is authentic
- Assuming content is fabricated
- Focusing only on authenticity
- Failing to preserve evidence
- Delaying supportive measures

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QUESTIONS TO ASK DURING INTAKE

- How did you learn about the content?
- Where was it shared?
- Who has viewed it?
- Who may have created it?
- What impact has it had?
- Is the content still accessible?
- Have screenshots been preserved?

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AI DOES NOT DETERMINE THE PATHWAY/ANALYSIS



The technology is not the question, the conduct is - AI does not automatically make a matter:

- Title IX
- Not Title IX
- Only a technology issue

Evaluate the same questions you always ask

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DOES TITLE IX APPLY?

Triage:

- Sex-based
- Fall within a bucket
- Access to education
- Safety/retaliation concerns
- Support



The fact that content may be AI-generated does not automatically remove it from Title IX consideration.

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BEYOND TITLE IX

Potential overlap with:

- Student conduct
- Employee misconduct
- Technology use policies
- Bullying policies
- Civil rights obligations
- State law considerations

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JURISDICTION CHALLENGES

- Questions to Consider:
  - Off-campus conduct
  - Online conduct
  - Anonymous actors
  - Third-party involvement
  - Social media activity

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CASE STUDY #1

A student discovers an AI-generated nude image of herself circulating among classmates.

Discussion:

- What should happen first?
- What offices should be involved?
- What supportive measures may be needed?



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INITIAL RESPONSE PRIORITIES

- Preserve evidence
- Assess safety concerns
- Implement supportive measures
- Identify applicable policies
- Determine investigative next steps

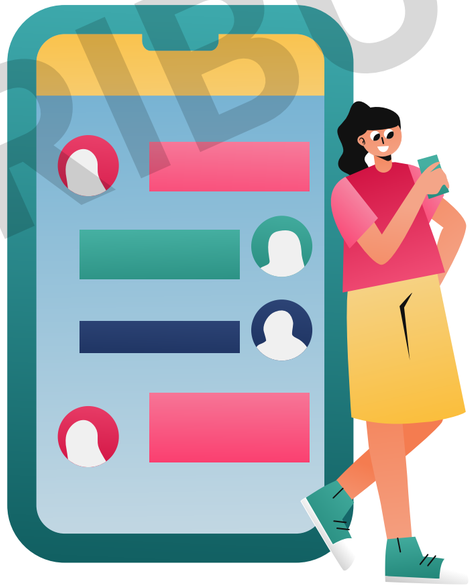
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EVIDENCE PRESERVATION CHALLENGES

Common Issues:

- Deleted posts
- Temporary stories
- Group chats
- Anonymous accounts
- Rapid dissemination



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WORKING WITH INTERNAL AND EXTERNAL PARTNERS

- IT
- Student Affairs
- HR
- Athletics
- Legal Counsel
- Law Enforcement



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INVESTIGATION CHALLENGES UNIQUE TO AI



- Determining authenticity
- Anonymous creators
- Multiple participants
- Altered evidence
- Rapidly evolving technology

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DETERMINING RELEVANT EVIDENCE

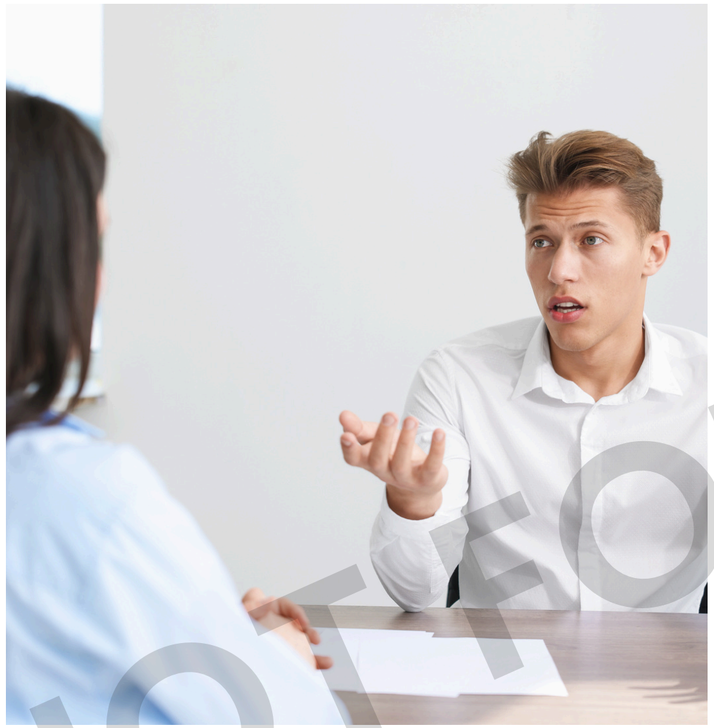
Examples:

- Screenshots
- Metadata
- Witness statements
- Platform records
- Device information

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INTERVIEW CONSIDERATIONS



- Complainants
- Respondents
- Witnesses
- Digital Evidence Holders
- Focus:
  - What happened, who was involved, and how the conduct affected others.

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CASE STUDY #2:

An athlete alleges teammates created and circulated AI-generated sexual images after she reported concerns about unequal treatment.



Discussion:

- Title IX implications
- Retaliation concerns
- Team culture issues
- Potential remedies

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DETERMINATIONS IN AI CASES

Consider:

- Policy definitions
- Available evidence
- Credibility assessments
- Authenticity disputes
- Impact evidence



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WHEN THE CONTENT CANNOT BE AUTHENTICATED



What if investigators cannot conclusively determine whether content was AI-generated? Institutional obligations may still remain.

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REMEDIES AND RESOLUTION

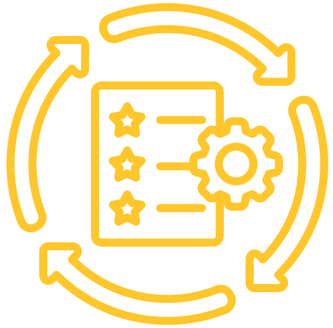
Potential Responses:

- Individual remedies
- Community remedies
- Educational interventions
- Team interventions
- Monitoring for retaliation



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AI AND THE COMPLAINT PROCESS

- Hearing questions drafted by AI
- Appeal submissions generated by AI
- Witness statements prepped with AI assistance
- AI-generated summaries of evidence
- Advisor use of AI tools

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SCENARIO:
AI-ASSISTED HEARING QUESTIONS

A respondent submits 40 pages of hearing questions generated through an AI platform. Several questions reference facts not contained in the investigative records.



Discussion:

- Does AI use matter?
- Should disclosure have been required?
- How should the decision-maker evaluate the questions?
- What policy language would be helpful in this scenario?

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SCENARIO:
THE AI-GENERATED WITNESS STATEMENT

A witness submits a written statement supporting one of the parties. During an interview, the witness admits they used an AI platform to "help write it." When questioned further, the witness explains that they entered a few bullet points and allowed the AI system to draft the statement. The witness cannot clearly identify which portions reflect their own recollection and which portions were generated by the AI tool.



Discussion:

- Does this affect credibility?
- Should the statement still be considered evidence?
- What follow-up questions would you ask?
- How would you document this issue in your investigation?

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EMERGING POLICY QUESTIONS

- Should parties disclose AI assistance?
- How should AI-generated evidence be addressed?
- Are existing authenticity provisions sufficient?
- Who remains responsible for the accuracy of submissions?
- How should decision-makers evaluate AI-generated content?

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EMERGING POLICY APPROACHES

Some institutions are considering provisions that:

- Require disclosure of significant AI assistance
- Prohibit fabricated AI-generated evidence
- Clarify accountability for submitted materials
- Address AI-generated hearing questions
- Establish expectations regarding authenticity

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POLICY AND PROCEDURE REVIEW

- Do definitions capture AI-related misconduct?
- Are reporting pathways clear?
- Are technology provisions adequate?
- Have personnel been trained?



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EMERGING RISKS ON THE HORIZON

Future considerations:

- Voice cloning
- AI-generated video
- AI-generated evidence
- Fabricated witness communications
- Increasing sophistication of synthetic media

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INSTITUTIONAL READINESS ASSESSMENT

Ask Yourself:

- Are we prepared for these complaints?
- Do our investigators understand AI issues?
- Do we know how to preserve evidence?
- Are our policies broad enough?
- Have we trained key stakeholders?



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KEY TAKEAWAYS



Remember:

- Technology evolves; institutional obligations remain.
- Authenticity and impact are different questions.
- Avoid assumptions during intake and during the process.
- Focus on both response and prevention.
- Preparation today will reduce risk tomorrow

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QUESTIONS?

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K-12



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ELEVATING K-12 COMPLIANCE: STRENGTHENING TITLE IX AND CIVIL RIGHTS PREVENTION AND RESPONSE



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