

RESOLUTION AGREEMENT
Wesleyan University
OCR Complaint No. 01-16-2026

Wesleyan University (Wesleyan) has entered into this agreement to resolve the allegations in the above-referenced complaint and ensure the University's compliance with the requirements of Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681-1688, and its implementing regulation at 34 C.F.R. Part 106, which prohibit discrimination on the basis of sex in any education program or activity operated by a recipient of Federal financial assistance from the Department. Accordingly, the University assures OCR that it will take the following actions:

Action Item 1:

The University will expunge from its findings, issued on XXXXX, that Complainant was responsible for failing to comply with the No Contact Agreement and violating the policy prohibiting XXXXX with respect to the alleged XXXX incident, which was one of three occurrences at issue, and will expunge from the Complainant's transcript and other official University documents all record of said finding as to XXXX. In addition, the University has agreed to expunge all reference to the discipline imposed in this matter.

Reporting Requirement

Within 30 (thirty) days of the date of its execution of this Resolution Agreement, the University will provide to OCR documentation sufficient to show compliance with Action Item 1.

Action Item 2

The University will provide to the Complainant an investigation report that addresses each factual allegation he raised in his Title IX complaint filed on XXXXX. In particular, the report will address each of the XXX incidents of the Student allegedly violating the No Contact Agreement by standing too close to or staring at the Complainant. In the event the University's underlying investigation files are not sufficient to allow the University to provide a detailed response to each incident, the University will re-open its investigation.

Reporting Requirement

Within 30 (thirty) days of the date of its execution of this Resolution Agreement, the University will provide to OCR documentation sufficient to show compliance with Action Item 2. If further review is necessitated, the University will satisfy this Reporting Requirement no later than April 10, 2020.

Action Item 3

The University will ensure that when it opens an investigation into possible violation(s) of Title IX that may result in disciplinary action against a responding party, the University will provide

written notice to the responding party of the allegation(s). The written notice must include sufficient details and provide the responding party with sufficient time to prepare a response in advance of any interview or hearing. Sufficient details include the identities of the parties involved, the specific section of the code of conduct allegedly violated, the precise conduct allegedly constituting the potential violation, and the date and location of the alleged incident(s).

Action Item 4

The University will ensure that it treats equitably the parties who file complaints alleging the same type of potential Title IX violation(s) against each other, such that any process that the University affords to one party is afforded to the other party.

Reporting Requirement

By June 30, 2020, the University will provide to OCR copies of all completed Title IX complaint files for the 2020 calendar year, including formal complaints, written notices to the responding parties of the allegation(s) constituting a potential violation of the University’s sexual misconduct policy, and all investigative reports, final reports, and written determinations issued by the University.

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner, in accordance with the reporting requirements of the Agreement. Further, the University understands that during the monitoring of this Agreement, if necessary, OCR may visit the University, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms and obligations of this Agreement. Upon the University’s fulfillment, to OCR’s satisfaction, of the commitments made in Action Items 1, 2, 3, and 4, OCR will close the case.

The University understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR shall give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the University’s representative below.

Date: 2/14/20

By: /s/
Michael Roth, President