

Voluntary Resolution Agreement
University of Pikeville
OCR Docket Number 03152014

To resolve the allegations in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), under Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations at 34 C.F.R. Part 106, University of Pikeville (the University) enters into this voluntary resolution agreement (Agreement) and commits to implement the provisions set forth in this Agreement. This Agreement does not constitute an admission by the University that its policies and procedures are not in compliance with Title IX or its implementing regulations.

During the course of the investigation, OCR recognizes that the University has engaged in ongoing and proactive efforts to enhance the effectiveness of its policies, procedures and practices in an effort to improve its response to complaints of alleged sex discrimination, including sexual violence and sexual harassment, as required by Title IX.

ACTION STEPS

Title IX Grievance Procedures

1. OCR has reviewed and approved the University's revised Title IX grievance procedures, addressing complaints alleging discrimination on the basis of sex (including sexual harassment, sexual assault, and sexual violence) as required by Title IX's implementing regulation at 34 C.F.R. § 106.8(b). The procedures include the bulleted points below, providing for the prompt and equitable resolution of complaints by students and all types of employees alleging all forms of sex discrimination (including sexual harassment, sexual assault, and sexual violence) against students, employees and third parties.
 - a. notice to students and employees of the grievance procedures, including where complaints may be filed;
 - b. application of the grievance procedures to complaints filed by students or on their behalf alleging discrimination or sexual and/or gender-based harassment (including sexual violence) carried out by employees, other students, or third parties;
 - c. provisions for adequate, reliable, and impartial investigation of complaints, including the opportunity for both the complainant and alleged perpetrator to present witnesses and evidence;
 - d. designated and reasonably prompt time frames for the major stages of the complaint process;
 - e. written notice to the complainant and alleged perpetrator of the outcome of the complaint;
 - f. assurance that the University will take steps to prevent recurrence of any harassment (including sexual violence) and remedy discriminatory effects on the complainant and others, if appropriate;
 - g. a statement of the University's jurisdiction over Title IX complaints;

- h. adequate definitions of sexual harassment (which includes sexual violence) and an explanation as to when such conduct creates a hostile environment;
- i. reporting policies and protocols, including provisions for confidential reporting;
- j. identification of the employee or employees responsible for evaluating requests for confidentiality;
- k. notice that Title IX prohibits retaliation;
- l. notice of a student's right to file a criminal complaint and a Title IX complaint simultaneously;
- m. notice of available interim measures that may be taken to protect the student in the educational setting;
- n. a statement that preponderance of the evidence (*i.e.*, more likely than not that sexual violence occurred) will be the standard used in investigating a complaint;
- o. notice of potential remedies for students;
- p. notice of potential sanctions against perpetrators; and
- q. sources of counseling, advocacy, and support.

Within 60 calendar days of the signing of this Agreement, the University will provide all students and employees with written notice regarding the new grievance procedures for resolving Title IX complaints together with information on how to obtain a copy of the grievance procedures. The University, at a minimum, will make this notification through the University's website, electronic mail messages to employees and students, and any regularly issued newsletters (in print or online), as well as by any other additional means of notification the University deems effective to ensure that the information is widely disseminated.

Reporting Requirement: Within 90 calendar days of the signing of this Agreement, the University will provide OCR with documentation that it has implemented Action Step #1 above, including copies of the written notices issued to students and employees regarding the new Title IX procedures and a description of how the notices were distributed; copies of its revised student and employee handbooks; and a link to its webpage where the revised Title IX procedures are located.

Notice of Nondiscrimination

2. OCR has reviewed and approved the University's revised notice of nondiscrimination pursuant to 34 C.F.R. § 106.9, which notifies students and employees and other relevant persons that it does not discriminate on the basis of sex in the education programs or activities that it operates and that it is required by Title IX not to discriminate in such a manner. The notice states that inquiries concerning the application of Title IX should be referred to the Title IX Coordinator, and it includes the name or title, office address, email address, and telephone number for the University's Title IX Coordinator. The University will publish this notice consistent with the requirements of Title IX at 34 C.F.R. § 106.9.

Within 60 calendar days of the signing of this agreement, the University will provide all students and employees with written notice regarding the new notice of nondiscrimination. The University at a minimum, will make this notification through the University's website, electronic mail messages to employees and students, and any regularly issued newsletters (in print or online), handbooks, as well as by any other additional means of notification the University deems effective to ensure that the information is widely disseminated.

Reporting Requirement: Within 90 calendar days of the signing of this agreement, the University will provide OCR with documentation that it has implemented Action Step #2 above, including copies of the written notices issued to students and employees regarding the new notice of nondiscrimination and a description of how the notice was distributed; copies of its revised student and employee handbooks; and a link to its webpage where the revised notice of nondiscrimination is located.

Record Keeping

3. The University has provided OCR with a description of its centralized record-keeping process for documenting and tracking complaints of sexual harassment, including gender-based harassment. The University confirmed that this process allows it to maintain information that includes the name of the individual who reported the allegation, the identification of the alleged victim and alleged perpetrator, notes from witness interviews, documentation of investigative steps completed, and the determination, including disciplinary sanctions, if any of all parties involved. The University also confirmed that its Title IX Coordinator is responsible for maintaining and reviewing this information and the records are maintained in the Title IX Coordinator's office.

By August 15, 2016, and again at the end of the spring 2017 semester and at the end of the spring 2018 semester, the University will prepare a report summarizing all incidents alleging sexual harassment, including gender-based harassment, investigated at the University during the preceding academic semester, including for each incident the following information: a description of how the incident came to the University's attention (i.e., whether reported by a student or parent, or witnessed by a staff member); a description of the incident; a detailed written narrative describing how the University investigated the incident, including the names of all witnesses interviewed and a list of any documents or other evidence reviewed; a statement as to whether the University concluded that sexual harassment occurred or did not occur; and a description of the steps taken by the University to remedy any harassment that occurred, and prevent its recurrence.

Reporting Requirement: By August 15, 2016, 2017, and 2018, the University will provide OCR with documentation demonstrating that it has implemented Action Step #3, including copies of the initial report, any records, and the investigative files, including those of the University's Title IX Coordinator, showing the response and remedies obtained, if any.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled the terms of this Agreement and is in compliance

with the regulations implementing Title IX at 34 C.F.R. §§ 106.8, 106.9, and 106.31, which were at issue in this complaint.

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the University understands that, during the monitoring of this Agreement, 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 of the Agreement and is in compliance with the regulations implementing Title IX at 34 C.F.R. §§ 106.8, 106.9, and 106.31, which were at issue in this complaint.

The University 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 University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

/s/

24 June 16

President
University of Pikeville

Date