

Emory University Resolution Agreement
OCR Docket No. 04-14-6001

Emory University (University) agrees to resolve the above-referenced compliance review initiated by the U.S. Department of Education (Department), Office for Civil Rights (OCR) by voluntarily entering into this Resolution Agreement (Agreement). This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University. The University assures OCR that it will take the following actions to ensure compliance with the requirements of Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681, *et seq.*, and its implementing regulation, 34 C.F.R. Part 106, which prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

Prior to the completion of OCR's investigation, the University agreed to resolve the issues relating to this compliance review pursuant to Section 302 of OCR's *Case Processing Manual*. OCR has made no final determinations of noncompliance by the University. However, to ensure compliance with Title IX and resolve this compliance review, the University agrees to take the following actions:

Notice of Non-Discrimination

[1] **Within sixty (60) days of the execution of this Agreement**, the University will: a) revise its notice of non-discrimination, posted on its website, to include a statement that it is required by Title IX and 34 C.F.R. Part 106 not to discriminate on the basis of sex in its educational programs and activities, and that inquiries concerning the application of Title IX and its regulations may be referred to the University's Title IX Coordinator or to OCR's Assistant Secretary; and b) printed notice(s) of non-discrimination disseminated to the University's faculty, staff and students, will also be revised as necessary to fully comply with the requirements of the regulation implementing Title IX, at 34 C.F.R. § 106.9.

REPORTING REQUIREMENT:

Within sixty-five (65) days of the execution of this Agreement, the University will provide OCR evidence of the revision of the notice of non-discrimination as required by Item 1. The University's submission will include copies of printed materials containing the notice of non-discrimination and links to any webpages or online documents containing the notice.

Title IX Coordinator

[2] **Within sixty (60) days of the execution of this Agreement**, the University will ensure that it continues to notify all of its students and employees of the current name, office address and telephone number of each University Title IX Coordinator as necessary to fully comply with the requirements of the regulation implementing Title IX, at 34 C.F.R. § 106.8(a).

REPORTING REQUIREMENT:

Within sixty-five (65) days of the execution of this Agreement, the University will provide OCR evidence that it has complied with Item 2. The University's submission will include copies of printed materials and links to any webpages and online documents providing the required notification.

Grievance Procedures

[3] **Within ninety (90) days of the execution of this Agreement**, the University will provide notice on its Office of Equity and Inclusion website of how its Sexual Misconduct Policy, Equal Opportunity and Discriminatory Harassment Policy, and other related policies or procedures interact and apply, to ensure that the University has adopted and published procedures that fully comply with the requirements of the regulation implementing Title IX, at 34 C.F.R. § 106.8(b).

REPORTING REQUIREMENT:

Within ninety-five (95) days of the Execution of this Agreement, the University will provide OCR links to all webpages containing the notice required by Item 3.

Record-keeping

[4] **Within sixty (60) days of the execution of this Agreement**, the University will continue to maintain a procedure for documenting the date and substance of each report or complaint of discrimination on the basis of sex (including sexual or gender-based harassment, sexual assault and sexual violence) received by the University, whether formal or informal, written or verbal, and actions taken by the University in response to the report or complaint, including such things as: internal correspondence; internal dialogue involving Title IX Coordinators or staff involved in the investigative or disciplinary process; correspondence or dialogue with parties, witnesses, and/or other entities; interim measures offered or provided to parties; informal resolutions; investigations conducted, including evidence gathered; findings or determinations of responsibility at each stage, including on appeal if applicable; post-investigation remedies; and disciplinary sanctions imposed.

REPORTING REQUIREMENTS:

Within sixty-five (65) days of the execution of this Agreement, the University will provide OCR evidence of the procedure(s) it has maintained as required by Item 4.

University's Review of Responses to Complaints of Sexual Harassment

[5] **By August 1, 2019**, the University Title IX Coordinator will develop a plan to review the University's responses to all sexual harassment cases handled from August 1, 2018 through May 31, 2019 (New Complaints), to determine whether the University provided a prompt and equitable response to reports of sexual harassment. The University Title IX Coordinator will provide to OCR a list of all of the sexual harassment cases received from August 1, 2018 through May 31, 2019. **By October 31, 2019**, the University Title IX Coordinator will also review the University's

responses to each of the New Complaints pursuant to plan and will draft a report identifying the problems, if any, in providing a prompt and equitable response in each case. **By November 30, 2019**, the University will then begin taking appropriate action to address any problems the University identifies regarding how the New Complaints were handled.

REPORTING REQUIREMENTS:

By **August 15, 2019**, the University Title IX Coordinator will provide to OCR the plan to review responses to the New Complaints. **By November 5, 2019**, the University will provide to OCR a list of all of the sexual discrimination and harassment cases received from August 1, 2018 through May 31, 2019. **By November 5, 2019**, the University will also provide to OCR the report identifying any problems in handling each of the New Complaints. **By December 5, 2019**, the University will provide to OCR the University Title IX Coordinator's recommendations for addressing the problems, if any, identified during the review conducted pursuant to Item 5 of this Agreement.

OCR's Review of Files

[6] The University will maintain complete copies of the records created or maintained pursuant to Item 5 of this Agreement.¹ During monitoring, OCR will notify the University what files it wants to review, if any, relating to the University's review pursuant to Paragraph [5] above, to verify that the University is providing prompt and equitable responses to Title IX complaints of sexual harassment, including sexual violence; the University will produce copies of any such files within two weeks of any request.

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 this 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 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 compliance review.

The University understands that OCR will monitor this Agreement for a period not to exceed two years from the date of signing this Agreement, unless OCR otherwise determines that the University has not fulfilled the terms of the Agreement and is not in compliance with the regulation implementing Title IX, at 34 C.F.R. §§ 106.8, 106.9 and 106.31.

¹ This provision does not supplant any other obligations the University has to retain records.

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.

Date

Lynell Cadray
Vice Provost, Equity and Inclusion²
Emory University

² The ~~University~~ ~~University President~~ has delegated authority to the ~~has delegated authority to the~~ University's Vice Provost, ~~for~~ Equity and Inclusion, is authorized by to sign this Agreement on behalf of ~~the Emory~~ the University.