

RESOLUTION AGREEMENT
California State University, Channel Islands
OCR Case No. 09-06-6001

Without admitting to any violation of law, the California State University, Channel Islands (the University) agrees to implement this Agreement in the above-referenced compliance review investigated by the U.S. Department of Education, Office for Civil Rights (OCR) under Title IX of the Education Amendments of 1972 (Title IX), Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. §794, Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131 *et seq.*, Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and their implementing regulations.

The University hereby voluntarily agrees to the following:

I. NOTICE OF NONDISCRIMINATION

- a. Consistent with the requirements of 34 C.F.R. §§ 106.8 and 106.9, 34 C.F.R. §104.8(a) and (b), 34 C.F.R. §104.7(a), 28 C.F.R. §35.106 28, and C.F.R. §35.107(a), the University will amend its notice of nondiscrimination to include the contact information for the Title IX, Section 504, and Title II Coordinators (name, title and contact information, including phone number, office and email address) and a statement that inquiries concerning the application of these statutes may be referred to the respective coordinators or OCR. The University will publish the revised notice in such locations as the student and employee handbook(s), application forms and registration materials, student pamphlets, and other electronic, website, and printed publications that provide information to employees, applicants, and students about the University.
- b. **Reporting Requirement:** By April 1, 2018, the University will provide OCR with a copy of its notice of nondiscrimination for review and approval, along with an explanation of the distribution plan and an assurance that the University will continue to distribute the notice of nondiscrimination approved by OCR in accordance with this Resolution Agreement. Within 45 days of OCR's approval of the notice of nondiscrimination, the University will provide OCR with documentation of its dissemination of the notice of nondiscrimination, including web links to the aforementioned publications containing the notice of nondiscrimination and, to the extent a publication is only provided in print form, the title page of that publication and the page(s) on which notice appears.

II. POLICIES AND PROCEDURES

- a. The Board of Trustees of the California State University (CSU) will amend its policies and procedures ("Policy") to clarify that CSU considers the effects of off-campus sexual misconduct when evaluating whether there is a hostile environment on campus or in an off campus education program or activity. The Policy shall also: (i) clarify that, where applicable, the respondent to a complaint shall be notified of the right to agree to or terminate the early resolution process at any time and proceed to

the formal complaint process in the same manner as the complainant; (ii) state that CSU will address any allegations of conflicts of interest or bias by the Discrimination Harassment and Retaliation Administrator, Title IX Coordinator, and any Deputy Coordinators and Investigators; (iii) clarify the timeline for prompt issuance of the final Investigative Report after the conclusion of the investigation process; and (iv) describe a reasonably prompt timeframe for the resolution of an appeal (including remand), as well as the steps that CSU will take to notify the parties in writing of any delays and ensure that adequate interim measures are maintained during the pendency of appeals.

b. Reporting Requirements

- i. After applicable CSU review and comment processes have been completed, but no later than September 1, 2018, unless a request for extension is granted, CSU will provide OCR with a draft of the revised Policy language for review.
- ii. Within 120 days of receipt of OCR's approval, CSU will provide documentation to OCR showing that it has adopted and published the revised Policy language.
- iii. Any requests for extensions shall be supported by a description of steps CSU has taken to date, and the reason for the requested extension.

III. SELF-MONITORING ASSESSMENT

- a. By June 1, 2018, the University will provide a log of all reports and complaints of discrimination and/or harassment on the basis of sex, race, color, national origin, and and/or disability that it receives for the 2017-2018 academic year, along with a self-monitoring assessment; the log and self-assessment shall include those reports and complaints that allege claims under the statutes and regulations at issue in this compliance review. The log will include the source and date of receipt, any interim measures offered and/or provided to the parties, the resolution process utilized consistent with its procedures, the date on which notice of outcome was provided to the parties and the type of notice (e.g., Early Resolution Process notice), the disposition, if applicable, including any sanctions and/or additional steps taken to stop any discrimination and/or harassment, if a violation was found, and the date and reason for closure, including any factors considered in closing a matter if no investigation was conducted.
- b. **Reporting Requirements:** If requested by OCR, the University will provide OCR additional information and documents with respect to any report or complaint listed in the spreadsheet. If after OCR's review related to the June 1, 2018 log, OCR determines that any revisions to practices are necessary to ensure a compliant response under the statutes and regulations at issue in this matter, OCR will discuss the proposed corrective actions with the University and obtain the University's input. After the discussion with OCR and upon receiving written notice from OCR of any

necessary corrective actions, the University will take the corrective action within sixty (60) calendar days.

IV. MONITORING

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, 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 Title IX, Section 504, Title II, and Title VI and their implementing regulations, which were at issue in this compliance review. By signing this Agreement, the University agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

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) days to cure the alleged breach.

_____/s/_____
Ysabel Trinidad
Vice President for Business and Financial Affairs
California State University Channel Islands
[As to all Sections, except Section II]

March 13, 2018
Date

_____/s/_____
Melissa Bard
Vice Chancellor of Human Resources
Board of Trustees of the California State University
[As to Section II, only]

March 13, 2018
Date