

**Resolution Agreement
UEI College Riverside Campus
Case Number 09-15-2450**

The UEI College Riverside Campus, a dba of IEC/AAI Holdings, Inc. (College), voluntarily and without admitting to any violation of law or failure to comply with Title IX of the Education Amendments of 1972 (Title IX), agrees to implement this Resolution Agreement (Agreement) to resolve the issues investigated by the U.S. Department of Education, Office for Civil Rights (OCR), under Title IX with respect to a complaint filed by a former student. As part of the resolution of the complaint, the College desires to be best in class and an industry leader in Title IX compliance.

I. Statement of Nondiscrimination

- A. The College will revise its *Statement of Nondiscrimination* located in its *School Catalog* so that it includes a statement identifying the responsible employee or employees who have been designated to handle inquiries regarding its policy against sex discrimination (Title IX coordinator(s)). The statement will include the responsible employee(s)' name or title, address, telephone number, and email address.
- B. The revised *Statement of Nondiscrimination* must be included in any bulletins, announcements, publications, catalogs, application forms, or recruitment materials distributed to the school community, including all applicants for admission and employment, students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the College. The College's website must be updated to reflect complete and current information about the Title IX coordinator(s).

Reporting Requirements

- C. By 30 calendar days from the date the Agreement is executed by the College, the College will provide OCR with the proposed changes to the *Statement of Nondiscrimination*.
- D. Within 10 calendar days of receiving approval from OCR, the College will provide OCR with documentation that the changes have been adopted. By 30 calendar days after changes to the *Statement of Nondiscrimination* have been adopted, the College will provide OCR with copies of the applicable pages from its revised publications and website that contain the revised *Statement of Nondiscrimination*.
- E. By 30 calendar days after changes to the *Statement of Nondiscrimination* have been adopted, the College will provide OCR with web links showing that the College's website has been updated with the statement of nondiscrimination.

II. Grievance Procedures

- A. The College will revise its existing *Student Complaint/Grievance Procedure (Procedure)* found currently in the *School Catalog*, with OCR's review and mutual agreement with the College, so that it provides for the prompt and equitable resolution of student complaints of sex discrimination, including harassment consistent with 34 C.F.R. §106.8(b). The College, with technical assistance from OCR as requested by the College, will ensure that the revised *Procedure* is distributed to all employees and that appropriate training is provided to employees handling or investigating complaints. Specifically, the College will revise the *Procedure* in its latest update, recognizing all of OCR's guidance in the following areas regarding the contents of the *Procedure*:
1. Provides notice to students of the *Procedure*, including where complaints may be filed, that is easily understood, easily located, and widely distributed.
 2. States that the *Procedure* applies to complaints alleging discrimination or harassment carried out by employees, other students, and third parties.
 3. States that the *Procedure* applies to all school and school-related programs and activities whether or not they occur on or off campus.
 4. Provides for an adequate, reliable, and impartial investigation, including an equal opportunity to present witnesses and relevant evidence.
 5. Contains designated and reasonably prompt timeframes for major stages of the grievance process, as well as the process for extending timelines.
 6. Requires the college to provide written notice to the parties of the outcome of the complaint.
 7. Provides details about its assurance that the College will take steps to prevent recurrence of harassment and to correct its discriminatory effects on the complainant and others, if appropriate.
 8. Provides for steps to protect the complainant as necessary, including interim steps before the final outcome of the College's investigation (e.g., no contact order; change academic or living situations as appropriate with minimum burden on the complainant; counseling; health and mental services; escort services; academic support; retake a course or withdraw without penalty).
 9. Describes the responsibilities of College employees to report sexual violence and sexual harassment, with specific consideration of certain employees who may have modified or limited reporting responsibilities, or even be prohibited from making reports under California state law.

10. States that the preponderance of the evidence standard (more likely than not) will be used for investigating allegations of sexual harassment or violence.
11. Includes policies and procedures to protect against retaliatory harassment.
12. Describes the process for an appeal of the outcome of the complaint investigation by either the complainant or respondent.
13. Provides an adequate definition of sex harassment, including sexual violence, with examples.
14. States that a complainant may not be required to work out an issue directly with the respondent, and that sexual assault complaints will not be mediated, even on a voluntary basis.
15. Includes a requirement for the College to notify the complainant of the right to proceed with a criminal investigation and a Title IX complaint simultaneously.
16. Requires the College to maintain documentation of investigations, and any related proceedings or hearings.
17. Includes information about the College's process for training its employees who implement the *Procedure* (e.g., Title IX coordinator(s), investigators, adjudicators), including training in processing sexual violence or sexual harassment complaints, training about the College's grievance procedures, and confidentiality requirements.
18. States that the College will not allow conflicts of interest (real or perceived) by those handling the *Procedure*.
19. Informs the complainant at regular intervals of the status of the investigation.
20. Describes the range of potential remedies and sanctions.
21. Addresses confidentiality of the complainant (including a discussion of factors to weigh related to investigation, even if complainant chooses not to proceed).
22. Disallows the use of evidence of past relationships of the complainant during the investigation or as part of the determination of the outcome of the complaint, except in dating violence cases where there is evidence that the complainant has had a relationship with the respondent.

Reporting Requirements

- B. By 65 calendar days after the Agreement is executed by the College, the College will provide OCR with the proposed changes to the *Procedure* for approval. Within 30 calendar days of receiving final approval from OCR, the College will provide OCR with documentation that the changes have been adopted.

- C. By 60 calendar days after the College adopts the changes to the *Procedure*, the College will provide training to its employees involved in resolving sex discrimination complaints. Areas to be addressed include the revised *Procedure*, including the complaint procedures, investigation, and process for individuals who allege sex discrimination, including sexual harassment.
- D. Within 15 calendar days of the completion of the training, the College will provide to OCR verification of the training, and a copy of the sign-in sheets for the training, a statement identifying the trainer and his or her qualifications, and a copy of all material distributed or discussed at the training.
- E. By 30 calendar days after the changes to the *Procedure* have been adopted, the College will provide OCR with copies of the applicable pages from its revised publications that contain the revised *Procedure*. By 30 calendar days after the changes to the *Procedure* have been adopted, the College will provide OCR with web links showing that the College's website has been updated to include a link to the *Procedure*.
- F. Within 15 days of distributing the *Procedure*, the College will provide OCR with verification that it has been distributed to all employees.

II. MONITORING

The College understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the College understands that during the monitoring of this Agreement, OCR may visit the College, interview staff and students and request such additional reports or data as are necessary for OCR to determine whether the College has fulfilled the terms of this Agreement and is in compliance with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., (Title IX) and 34 C.F.R. § 106.31, 106.8, and 106.9, which were at issue in this case.

The College understands that OCR will not close the monitoring of this Agreement until such time that OCR determines that the College has fulfilled the terms of this Agreement and is in compliance with the Title IX and its implementing regulation.

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

_____/s/_____
Sanjay Sardana
Chief Financial Officer

02/08/2016
Date