

Resolution Agreement
City College of San Francisco
OCR Case No. 09-16-2123

To resolve the compliance concerns identified in the investigation of 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), City College of San Francisco (College), without admitting any violation of federal law, voluntarily agrees to take the actions outlined in this Resolution Agreement (Agreement).

I. Individual Student Remedy and Review of Responses.

- a. Disciplinary Records. The College will remove from the Student's College records all references to the Student being disciplined related to the incident that occurred in the Library on September X, 2015 (the Incident).

Reporting Requirement

By October 31, 2017, the College will provide OCR with documentation verifying that it has expunged the Student's records as required by section I.a. above.

- b. Response to Harassment. Upon notice of any future incident of possible sex-based harassment against the Student, or of any other student by the campus police, including harassment based upon sexual stereotyping, the College will provide OCR with documentation describing the alleged conduct, how the College received notice of the conduct, and the College's response, including investigative steps, factual findings, conclusions as to whether harassment occurred, and steps taken to stop the harassment, prevent its recurrence, and address its impact. This provision will be in effect for a period of one year from the date of execution of this Agreement.

Reporting Requirement

The College will provide OCR with the documentation required by section I.b. above within 30 calendar days of receiving notice of the harassment. OCR will review the documentation to ensure the College's response is consistent with Title IX. If OCR informs the College that additional measures are necessary to comply with Title IX, the College will take responsive action and provide documentation verifying that it has done so within 15 days of receiving OCR's guidance.

II. College Policies and Procedures.

- a. The College will review its policies and procedures for responding to complaints of sex-based discrimination and harassment, as well as related documents and materials, and make any revisions necessary to reflect Title IX requirements, including that gender-based harassment or harassment based on sex-stereotyping is a form of sex discrimination to which the College must provide a prompt and equitable response.

- b. The College will develop or amend an existing guidance document for employees explaining how the College's sex-discrimination policies can apply to transgender, non-binary, and gender nonconforming students. The guidance document will explain, for example, students' right to be free from harassment based on sex, including gender and sex stereotypes and that such harassment can include refusing to use a student's preferred name or pronouns when the school uses preferred names for gender-conforming students or when the refusal is motivated by animus toward people who do not conform to sex stereotypes.

Reporting Requirement

By April 30, 2018, the College will provide OCR with a draft of any changes made to the policies and procedures pursuant to section II.a., as well as of the guidance document described in section II.b. of this Agreement, for OCR's review and approval. Within sixty (60) days of OCR approval of each category of documents, the College will provide documentation showing that it has adopted and disseminated the relevant documents.

III. Training.

- a. The College will conduct mandatory training for College administrators who have responsibility for investigating or supervising the investigation of sex-based discrimination and harassment complaints. The training will be tailored to ensure that participants understand their obligations to identify and respond to harassment on the basis of sex, which may include acts of verbal, non-verbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping but not involving conduct of a sexual nature. The training will include a review of the College's nondiscrimination policies and procedures and implementation of the guidance document referenced in section II.b. of this Agreement and their application to transgender, non-binary, and gender nonconforming students.
- b. The College will conduct mandatory training for campus police officers and security officers designed to improve officers' understanding of and work with transgender, non-binary, and gender nonconforming students. The training will include comprehensive information on sex-based harassment, including gender-based harassment of students who do not conform to sex-stereotypes and that such harassment can include refusing to use a student's preferred name or pronouns when the school uses preferred names for gender-conforming students or when the refusal is motivated by animus toward people who do not conform to sex stereotypes; and a review of the policies and procedures and guidance document referenced in section II.b. of this Agreement.

Reporting Requirement

By January 31, 2018, the College will submit a draft of the training materials, and title/name of the proposed trainer, or trainers, for the trainings described in sections III.a. and III.b. above for OCR review and approval. The College will provide the trainings no later than April 30, 2018.

Within 15 days of providing each of the trainings required by section III.a. and III.b., the College will provide OCR with the following documentation: the dates of the training, the names and titles of the trainer(s), a copy of any materials used or distributed during the training, sign-in sheets evidencing the College employees who attended the training, a list of the required College employees who did not attend, and a plan for providing follow-up for those employees who did not attend, as needed.

IV. General Monitoring Provisions

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 the 20 U.S.C. § 1681 and implementing regulations, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

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.

San Francisco City College

By: _____/s/_____
Mark W. Rocha, Chancellor

10/16/2017
Date