

RESOLUTION AGREEMENT
University of California, Riverside
OCR Case No. 09-18-2061

The University of California, Riverside (UCR or University), without admitting to any violation of law, agrees to implement this Resolution Agreement (Agreement) to resolve the compliance concerns identified by the U.S. Department of Education, Office for Civil Rights (OCR), under Title IX of the Education Amendments of 1972.

I. TECHNICAL EDUCATION

- a. The University, consistent with its Sexual Violence/Sexual Harassment Policy (SV/SH Policy), will provide technical education to all individuals who investigate Title IX complaints and to all staff, administrators and/or faculty who hear appeals of students who appeal findings/sanctions made by UCR's Student Conduct and Academic Integrity Programs. Consistent with the University's SV/SH policies, this training will explain how to conduct adequate, reliable and impartial Title IX investigations to ensure equity between the parties, specifically with respect to the equitable opportunity to present witness testimony and evidence. The training topics will also include factors to consider in determining whether to interview witnesses identified by either party, and how to apply the investigated facts to the University's definition of sexual harassment and hostile environment.
- b. Prior to conducting any appeal and consistent with its SV/SH policy, the University will ensure that all faculty and staff newly assigned to conduct appeals of sexual harassment and sexual assault complaints in student cases receive technical education within six months of their appointments to hear such appeals.
- c. **Reporting Requirements:**
 - i. With regard to the training of the Title IX Coordinator, and within twenty (20) business days of the effective date of this Agreement, UCR will provide OCR with copies of all training materials used for trainings she has received within the last year in order for OCR to determine if the Coordinator has received the training consistent with the requirements under Section I.a of this agreement. If OCR finds that the Title IX Coordinator has already received adequate training consistent with the requirements specified in Section I.a. of this agreement, then the Coordinator will not be required to take the training described in Section I.a, and OCR will so notify the University in a timely manner.
 - ii. With regard to the training of all other individuals who investigate Title IX complaints, within sixty (60) business days of the effective date of the Agreement, the University will provide OCR with the technical education materials described in I.a. above for OCR's review and approval.

- iii. With regard to the training of members of the appeals panels, within sixty (60) business days of the effective date of this Agreement, the University will provide OCR with the technical education materials described in I.a. above for OCR's review and approval. The training materials may be the same as those described in I.c.i above.
- iv. The University will provide documentation that the technical education described in I.a. has been provided to all individuals who investigate Title IX complaints and to the then current members of the appeals panel within ninety (90) days of the date that the University receives OCR's approval of the technical education materials. Documentation will include a copy of the technical education materials, dates(s) and the name(s) and contact information of the individual(s) who conducted the technical education. The University will also provide the sign-in sheet(s) identifying the name and position of each individual who received the technical education. Unless otherwise specified, these trainings will be facilitated by the Title IX Coordinator.

II. INDIVIDUAL REMEDY

- a. The University will retain or designate an independent reviewer with expertise on resolution of Title IX investigations to review the University's resolution of the complaint at issue. The independent reviewer may be an independent reviewer for the University and/or employee of the University. The independent reviewer will be approved by OCR. The University, after retaining its independent reviewer, shall promptly provide this person with all appropriate information necessary to engage in the process.
- b. The review will include an analysis of the evidence already gathered, and the application of the University's definition of sexual harassment, and its evidentiary standard, and a determination as to whether any further investigative steps are warranted, including interviews with witnesses proposed by the Respondent. The University will consider the results of the review to determine if it provided an adequate, reliable and impartial investigation. If the University determines that further investigation is warranted, it will determine what further steps will be taken and, at the end of that process, whether any remedy is warranted for either party.

c. Reporting Requirements:

By October 1, 2018, the University will provide the name and qualifications of its independent reviewer for OCR review and approval.

With thirty (30) business days of receipt of written OCR approval of the independent reviewer selected by the University, the University will provide OCR documentation that it has retained the independent reviewer to provide the services described in Section II.b of this Agreement.

Within ninety (90) business days of retaining the services of an independent reviewer, the University will provide OCR with a summary of the results of the review described above, including an assessment of whether the resolution process was adequate, reliable and/or impartial.

Within sixty (60) business days after providing OCR with the summary described in the paragraph above, the University will provide any proposals for addressing concerns identified as a result of the review to OCR for review and approval. The proposal will include timelines for addressing any concerns identified.

III. EFFECTIVE DATE

The Effective Date of this Agreement will be the first business day after the date on which the Chancellor or his Designee has signed the Agreement.

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, 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. Upon the satisfaction of the commitments made under the Agreement, OCR shall close the 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/_____
Kim A. Wilcox or Designee
Chancellor

07/27/2018
Date