

RESOLUTION AGREEMENT
UNIVERSITY OF CALIFORNIA -- RIVERSIDE
OCR Case No. 09-21-2369

In order to resolve the findings of non-compliance identified by the U.S. Department of Education, Office for Civil Rights (OCR) in the investigation of the above-referenced complaint filed against the University of California – Riverside (University) pursuant to Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulation, 34 C.F.R. Part 106, the University agrees to take the actions in this Resolution Agreement (Agreement).

A. Complainant remedies

1. By the deadline provided below (see “Reporting Requirements, section A.1.”), the University will draft for OCR’s review and approval a letter to the Complainant in this matter from the Vice Chancellor for Student Affairs (Vice Chancellor). The letter will include:
 - a. A summary of OCR’s findings as discussed in the resolution letter for this complaint;
 - b. A statement that the University is contacting the Complainant in order to determine what remedial actions are appropriate to address:
 - i. any adverse impact(s) on the Complainant due to the January/February 2020 retaliation incident by the University employee;
 - ii. any adverse impact(s) on the Complainant due to the University’s failure to provide a prompt and effective response to her retaliation complaint; and
 - iii. any adverse impact(s) on the Complainant due to the lack of individualized remedies provided to the Complainant in resolving the retaliation complaint;
 - c. A request that the Complainant notify the University within thirty (30) calendar days of receipt of the letter whether she is willing to meet with the Vice Chancellor or designee (by meeting in person, telephonically, or virtually, and/or by communicating in writing via email, letter, or a written statement) to provide her input on what remedial actions are necessary to address the adverse impact(s);
 - d. A statement that the Complainant may include an individual of her choice to support her in meeting and/or communicating with the Vice Chancellor;
 - e. A statement that if the Complainant accepts the offer to engage with the Vice Chancellor, the Vice Chancellor or designee will engage with the Complainant regarding:
 - i. reimbursement for any mental health services received between March 2020 and September 2021 to address the effects of the University’s failure to provide a prompt and effective response to the retaliation experienced by the Complainant; and

- ii. any other remedial actions she believes would address the adverse impact(s) she experienced due to the retaliation and subsequent University actions, such as the provision of services, reimbursement for services, or other remedial actions;
- f. A statement that while the University is not obligated to grant all remedies requested by a complainant which s/he believes are necessary if there is not a basis for such remedies, it will engage with the Complainant in good faith and due consideration of her input to determine what would remedy the adverse impact(s) she experienced.

Reporting Requirements, section A.1: Within ten calendar (10) days of signing this Agreement, the University will provide for OCR review and approval, the letter it intends to send to the Complainant, as described in Section A.1 of the Agreement.

Within ten (10) calendar days of OCR's approval of the letter, the University will send the letter to the Complainant via certified and electronic mail. The University will copy OCR on the electronic transmittal of the letter.

2. If the Complainant accepts the University's offer to meet in person, the University will notify OCR of such acceptance and the date(s) scheduled for the meeting with the Complainant, to take place no later than forty-five (45) days of the request to meet. If the Complainant opts to provide information to the University in writing only, the University will request that the Complainant provide a written statement no later than forty-five (45) days from the date the letter was sent. The University may ask the Complainant for receipts or other documentation to verify the quantity and cost of any services for which the Complainant seeks reimbursement.
3. Within thirty (30) days of the Complainant engaging with the University, as described in section A.2 above, the University will submit to OCR (for its review and approval) its proposed remedial actions and the rationale for those remedial actions and a draft letter to the Complainant describing the remedial actions that will be provided and a schedule, if necessary, for implementing such remedies.

Reporting Requirements, sections A.2-3: Within ten (10) days of the Complainant's acceptance of the offer to engage, the University will notify OCR by electronic mail of such acceptance and the dates of such scheduled meeting or written statement.

Within thirty (30) days of engaging with the Complainant, the University will provide the proposal and draft letter described in section A.3 to OCR.

Within ten (10) days of OCR's written approval of the draft letter to the Complainant describing the remedies and schedule for implementation, the University will send the letter to the Complainant via certified and electronic mail. The University will copy OCR on the electronic transmittal of the letter.

4. Upon complete implementation of the remedial actions, the University will provide to OCR a final letter and appropriate documentation (such as evidence of reimbursement, email communications, etc.) to demonstrate implementation of the remedies.

If implementation of the remedial actions is scheduled to be completed more than thirty (30) days after the Complainant is notified, the University will provide a status update to OCR via electronic mail every thirty (30) days until implementation is complete.

Within thirty (30) days of complete implementation of the remedial actions, the University will provide to OCR a final letter and appropriate documentation.

5. If the Complainant does not respond or declines to engage with the University to determine adverse impacts and/or remedial actions, or if the timing of Complainant's response or engagement may result in inability to meet any deadline herein, the University will notify and consult with OCR regarding its next steps.

B. Title IX Recordkeeping

1. The University Title IX Office will maintain a data system that, in the event of a finding of respondent responsibility pursuant to Title IX, requires documentation of any remedies provided to a complainant, sanctions or other actions applied to the respondent, the rationale for any such remedies, sanctions, or other actions, and any communications with a complainant and/or respondent to determine appropriate remedies, sanctions, or other actions. The University has informed OCR that in fall 2020, it began implementing a systemwide case management system.

Reporting Requirements, section B: By thirty days after execution of this Agreement, the University will provide to OCR a narrative description of the systemwide case management system and how it complies with Section B.1 of this Agreement.

By sixty days after execution of this Agreement, the University will provide a tour of the systemwide case management system to OCR. Based on its review, OCR will either make recommended adjustments to the University's system for purposes of compliance with section B.1 of this Agreement or approve the use of the system.

C. Notification to Athletes and Athletics Department Regarding Prohibition on Retaliation

1. By thirty days after execution of this Agreement, the University will, in direct consultation with and oversight by the Title IX Coordinator, develop a written notice stating that intimidating, threatening, coercing, discriminating, or otherwise interfering with any right or privilege secured by an individual pursuant to Title IX because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation of alleged sexual harassment constitutes retaliation and is prohibited. The written notice will further explain how an individual may report an allegation of retaliation and the potential consequences of being found in violation of the prohibition on retaliation under Title IX and University policy. The written notice will be addressed to and distributed to all of the University's student athletes, athletics trainers, and employees of the Athletics Department.

Reporting Requirements, section C: By thirty days after execution of this Agreement, the University will provide to OCR for its review and approval the draft written notice.

Within thirty (30) school days of OCR's approval, the University will distribute via email the written notice to all individuals who are student athletes, athletic trainers, or other employees of the Athletics Department, and will prominently post no less than ten (10) hard copies of the written notice in multiple areas accessible to student athletes, athletic trainers, and other employees of the Athletics Department. The hard copies of the notice will remain in place for a minimum of one hundred and eighty (180) days.

Within fifteen (15) days of distributing the written notice via email, the University will provide to OCR a list of all recipients, including their names, titles, and email addresses.

Within fifteen (15) days of posting the written notice, the University will provide to OCR a list of the locations where the hard copies are posted, and a statement committing to keeping the written notices posted for a minimum of one hundred and eighty (180) days.

D. Monitoring

1. 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 the Agreement. Further, the University understands that during the monitoring of the 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. The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has demonstrated compliance with all the terms of this Agreement and is in compliance with Title IX and its implementing regulation, 34 C.F.R. Part 106, which were at issue in this case.
2. The University understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or the applicable statute and regulation. Before initiating such proceedings, OCR will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

_____/s/_____
Kiersten Boyce
Associate Vice Chancellor and Chief Compliance Officer
Interim Title IX Officer
University of California, Riverside

11/4/2022
Date

_____/s/_____
Steven Drown
Interim Chief Campus Counsel
University of California, Riverside

11/4/2022
Date