

**Voluntary Resolution Agreement
The George Washington University
OCR Complaint No. 11-11-2079**

The George Washington University (“University”) and the Office for Civil Rights (“OCR”) enter into this Voluntary Resolution Agreement (“Agreement”) to resolve OCR Complaint No. 11-11-2079 (“Complaint”), pursuant to Section 302 of OCR’s Case Processing Manual.

PRELIMINARY DECLARATIONS

The University and OCR agree that this Agreement fully resolves the Complaint.

The University and OCR further agree that in implementing the terms of this Agreement as set forth below, the University is in full compliance with Title IX of the Education Amendments of 1972 (“Title IX”), its implementing regulations, and OCR guidance documents, including without limitation OCR’s “Dear Colleague Letter” dated April 4, 2011, with respect to the matters addressed herein.

The University does not admit that it is now or ever has been in violation of Title IX, that its actions with respect to the matters asserted in the Complaint were inconsistent with Title IX, or that any of its policies or procedures regarding sexual violence do not or did not fulfill the University’s obligations under Title IX. The University does not waive and fully reserves its right to contest any allegation to the contrary in any proceeding or forum.

PROCEDURES TO ADDRESS COMPLAINTS OF SEXUAL VIOLENCE

1. By December 16, 2011, the University will submit to OCR for its review and approval draft revised procedures that provide for prompt and equitable resolution of complaints of sexual violence consistent with Title IX.¹ The procedures will include, at a minimum, the following:
 - a. notice that the procedures apply to complaints of sexual violence by students and employees against other students and employees, and also against third parties where the alleged sexual violence takes place in

¹ The term “sexual violence” as used in this Agreement shall mean physical sexual acts, e.g., sexual assault and sexual battery, perpetrated against a person’s will or without a person’s consent, or where a person is incapable of giving consent due to the person’s use of drugs or alcohol, or due to the person’s intellectual or other disability.

significant part on the University's campus, at a University sponsored event, or in connection with a University program or activity;²

- b. an explanation of how to file a complaint and the name/title, address, and telephone number of the person with whom a complaint should be filed;
- c. an assurance that each complaint will receive an adequate, reliable, and impartial investigation, including a similar and timely opportunity for both complainants and respondents to identify witnesses and provide evidence relevant to the complaint;
- d. reasonably prompt time frames for the major stages of the complaint process, including time periods within which: (1) the University will conduct an appropriate investigation of the complaint; (2) the University will notify complainants and respondents regarding the outcome of the complaint process; and (3) complainants and respondents may file appeals, if applicable;
- e. concurrent written notice to both complainants and respondents of the outcome of any complaint;
- f. a provision clarifying that, if the complainant so elects, he or she will be a party in any disciplinary hearing conducted on a complaint of sexual violence, as opposed to merely a witness for the University, and that as such he or she will have a similar and timely opportunity to present and question relevant witnesses and offer relevant evidence in any such hearing;
- g. a provision granting complainants and respondents similar and timely access to witness statements and other documents gathered by the University in connection with its investigation of the complaint that the University intends to use in any disciplinary hearing, to the extent permitted by law;
- h. a provision explaining the procedures applicable to any questioning or cross-examination of parties in any disciplinary hearings conducted on sexual violence complaints;
- i. an assurance that the University will take reasonable steps to prevent recurrence of any sexual violence found to have occurred, and to correct any discriminatory effects caused to complainants and others, if appropriate;

² The University may adopt different procedures for different categories of complainants and respondents, and may publish those procedures in different locations, so long as all such procedures comply with the terms of this Agreement.

- j. a statement that incidents of alleged sexual violence may also be criminal in nature, and that the complainant may choose to pursue a criminal complaint with a law enforcement agency; and that regardless of whether the complainant pursues a criminal complaint and/or the University's complaint procedure, the University will investigate the complaint and take appropriate action based on its investigation;
 - k. a provision that affords complainants and respondents a similar and timely opportunity to appeal the findings, outcome and/or remedy resulting from any disciplinary hearing on a complaint of sexual violence, to the extent permitted by law, if such an opportunity is afforded to either party; and
 - l. a statement that Title IX protects against unlawful retaliation directed at any individual who files a complaint, participates in a complaint investigation, or otherwise asserts rights under Title IX.
2. Within 60 calendar days of receiving the University's proposed procedures referenced in Paragraph 1, OCR will review such procedures and, if appropriate, approve the procedures as meeting the University's obligations under Title IX. If OCR does not approve the procedures as submitted, OCR will recommend specific revisions thereto that would be sufficient to meet the University's obligations under Title IX.
3. Within 120 calendar days of receiving written notification from OCR that OCR has approved the procedures submitted by the University pursuant to Paragraph 1, the University will adopt and implement those procedures for all complaints of sexual violence filed thereafter. The University also will make reasonable efforts to provide students and employees with written notice regarding the revised procedures for resolving complaints of sexual violence, together with information about how to access or obtain a copy of the procedures. The University, at a minimum, will make this notification through the University's website, and may also do so through electronic mail messages to faculty, staff and students, and any regularly issued newsletters (in print or online), as well as by any other additional means of notification the University deems effective to ensure that the information is widely disseminated. The University will also ensure that all information distributed by the University's Sexual Assault Crisis Consultation Team ("SACC"), including through the SACC webpage, is updated consistent with the revised procedures.

Reporting Requirement: Within 60 calendar days after completing the steps set forth in Paragraph 3, the University will provide OCR with documentation that it has completed these steps, including copies of any written notice issued to students and employees regarding the procedure(s) and a description of how the notices were distributed; copies of revised information disseminated by SACC, including a link to SACC's webpage; and a link to the webpage where the revised procedures are located.

NOTICE OF NONDISCRIMINATION AND TITLE IX COORDINATOR

4. By August 26, 2011, the University will revise its notice of nondiscrimination to include the name or title, office address, and telephone number for the University's Title IX Coordinator. By December 16, 2011, the University will revise its notice of nondiscrimination as set forth in this paragraph 4 in each of the publications identified in 34 C.F.R. § 106.9(b); provided, that with respect to any publication identified in said rule that is distributed in hard copy but that is not printed between the date of this Agreement and December 16, 2011, the University may revise its notice of nondiscrimination as set forth in this paragraph 4 when such publication is next printed.

Reporting Requirement: Within 30 calendar days after completing the steps set forth in Paragraph 4, the University will provide OCR documentation that it has completed these steps, including a copy of its revised notice of nondiscrimination and copies of any printed publications and any web links to any electronic publications containing the revised notice of nondiscrimination as provided in Paragraph 4.

5. By December 16, 2011, the University will review the responsibilities of the individual employee designated to coordinate the University's efforts to comply with Title IX and ensure that the designated Title IX Coordinator has oversight over all areas of Title IX compliance.

Reporting Requirement: Within 30 calendar days after completing the steps set forth in Paragraph 5, the University will provide OCR with documentation that it has completed these steps, including the name and title of the Title IX Coordinator, and a copy of the job description and training requirements for the position.

TRAINING

6. Within 120 calendar days of receiving written notice from OCR that OCR has approved the procedures submitted by the University pursuant to Paragraph 1, the University will develop and submit to OCR for approval plans for an ongoing program to provide employees with adequate training regarding the University's obligations under Title IX. The training will provide essential guidance and instruction on recognizing and appropriately addressing complaints of sex harassment, including sexual violence, and an understanding of the University's responsibilities under Title IX to address allegations of sexually inappropriate behaviors, whether or not the actions are potentially criminal in nature. The training also will provide information about any changes to laws, University policies, and University practices in these areas, including the University's procedures for addressing complaints of sex harassment (including sexual violence), and will be updated annually if necessary to reflect such changes. The

University shall make reasonable efforts to train all University personnel, including coaches and residence hall staff, who personally interact with students on a regular basis.

7. Within 60 calendar days of receiving the University's plans for a training program as referenced in Paragraph 6, OCR will review those plans and, if appropriate, approve those plans as meeting the University's obligations under Title IX. If OCR does not approve the plans for the training program as submitted, OCR will recommend specific revisions thereto that would be sufficient to meet the University's obligations under Title IX.
8. Within 120 calendar days of receiving written notification from OCR that OCR has approved the University's plans for a training program as referenced in Paragraph 7, the University will provide its Title IX Coordinator(s) and any other University officials and administrators who will be directly involved in processing, investigating, and/or resolving complaints of sexual violence or who will otherwise coordinate the University's compliance with Title IX, with training on the University's revised procedures, as well as more generally on Title IX's application to student-on-student sexual harassment and sexual violence.

Reporting Requirement: Within 60 calendar days after completing the steps set forth in Paragraph 8, the University will provide OCR with documentation that it has completed these steps, including copies of any notices provided to University staff regarding the required training, copies of all training materials, and documentation of the percentage of University staff who have completed the training for the current calendar year.

STUDENT-FOCUSED REMEDIES

9. Beginning with the academic year beginning after the University has adopted and implemented the procedures for prompt and equitable resolution of complaints of sexual violence pursuant to Paragraph 1, as set forth in Paragraph 3, the University will incorporate into its freshman orientation program and any annual residential life orientation for students residing in campus housing, information explaining the University's prohibition against sexual violence; the definition of sexual violence, including the impact of alcohol on a person's ability to provide consent to sexual intercourse; and how and with whom to report any incidents of sexual violence. In addition, the University will include in its orientation program/materials information regarding the University's procedures for addressing complaints of sexual violence as well a general overview of Title IX and the rights it confers to students; the resources available to students who believe they have been victims of sexual violence; and the existence of OCR and its authority to enforce Title IX.

Reporting Requirement: Within 60 calendar days after completing the steps set forth in Paragraph 9, the University will provide OCR with documentation that it has completed these steps including copies of its freshman orientation schedule, the names and titles of employees who presented on the required topics, and copies of any materials that were used or distributed regarding the required topics.

10. By March 16, 2012, the University will establish a committee of students, with representation from various student groups, including women's groups, student athletes and others, to identify and recommend strategies to assist students understand their rights under Title IX; how to report discrimination, harassment, and sexual violence; and the University's obligation to promptly and equitably respond to Title IX complaints. The committee will also recommend strategies to prevent sex discrimination and harassment (including sexual violence), including outreach and educational activities.

Reporting Requirement: Within 60 calendar days after completing the steps set forth in Paragraph 10, the University will provide OCR with documentation that it has completed these steps, including a list of the committee members identified by school year and gender, the dates the committee has met, a copy of any actions recommended by the committee, and a detailed description of any strategies recommended by the committee to prevent incidents of sex discrimination and harassment, including any outreach or educational activities. The University also will provide OCR with documentation regarding any events it has held since the date of this Agreement to raise Title IX awareness on campus. This documentation will include a description of each event, the office that sponsored the event, the intended audience, and how the event was publicized.

11. By June 2013, and again after the end of the 2013-2014 and 2014-2015 academic years, the University will conduct a climate check with students on campus to assess the effectiveness of the steps taken pursuant to this Agreement, or otherwise by the University, to achieve its goal of a campus free of sexual harassment, in particular sexual violence. The climate check may be completed by sending a survey to a reasonable sample of the student body that contains questions about the recipient's knowledge of sex discrimination, including sexual assault, and any experiences with sex discrimination while attending the University, and the recipient's awareness of the University's Title IX policies and procedures. If the University opts to use a survey, the University will first submit the survey to OCR for review and approval prior to its distribution and pending which the University shall not proceed with the distribution of such survey. Any time elapsing between the time of submission by the University and the time of approval by OCR shall be added to the dates set forth herein for completing the climate checks referenced herein. Information gathered during these climate checks will be used to inform future proactive steps taken by the University.

Reporting Requirement: Within 120 calendar days of completing each climate check referenced in Paragraph 11, the University will provide OCR with documentation demonstrating the completion of such climate check, including a description of how the climate check was completed; a summary of the information obtained, including how many students received and responded to surveys; and proposed actions, if any, that the University plans to take in response to the information gathered.

INDIVIDUAL RELIEF

12. By September 30, 2011, pursuant to 34 C.F.R. §§ 99.3, 99.10, the Complainant in Complaint No. 11-11-2079 will be given an opportunity to review the audio recording of all testimony provided during the disciplinary hearing conducted on XXXXX that directly relates to her, including without limitation her complaint of sexual violence referenced in the Complaint.

Reporting Requirement: Within 30 calendar days after completing the task required in Paragraph 12, the University will provide OCR with documentation that it has done so.

IMPLEMENTATION

13. Within 60 calendar days after the end of each of the 2012-2013 and 2013-2014 academic years, the University will provide OCR with a description of all complaints of sexual violence filed with the University during the academic year just ended. The description will include an explanation of the actions the University took to investigate the complaints, including any remedies provided, and copies of any disciplinary hearing adjudication reports in accordance with 34 C.F.R. § 100.6 (c).
14. The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled each of its terms. The University understands that by signing this Agreement, it agrees to provide the data and other information specified herein in accordance with the reporting requirements and deadlines set forth in this Agreement. Further, the University understands that during the monitoring of this Agreement, if necessary, OCR may, at such times as are mutually agreed upon with the University's Office of the Senior Vice President and General Counsel, 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 the regulation implementing Title IX, at 34 C.F.R. Part 106.
15. Nothing in this Agreement shall prevent the University from taking action in the future, including without limitation amending its procedures for the prompt and equitable resolution of complaints of sexual violence, to comply with Title IX or

any other law, regulation or ruling by a court of competent jurisdiction regarding the subjects addressed in this Agreement, or to make such changes in its policies and procedures as it deems necessary and beneficial consistent with the foregoing authorities.

President or designee
George Washington University

Date