



U.S. Department of Justice  
**Civil Rights Division**



**CASE WESTERN RESERVE**  
UNIVERSITY

**Resolution Agreement**  
between  
**The United States of America**  
and  
**Case Western Reserve University**



## **INTRODUCTION**

In February 2021, the United States Department of Justice, Civil Rights Division, Educational Opportunities Section, and the United States Attorney’s Office for the Northern District of Ohio (collectively, the “Department” or “United States”) initiated an investigation of Case Western Reserve University’s (the “University” or “CWRU”) response to reports of student-on-student and employee-on-student sexual harassment, including sexual assault, between academic years 2017-2018 and 2020-2021. The Department conducted its investigation under Title IX of the Education Amendments of 1972 (“Title IX”).

Over the course of this investigation, the University has produced, and the Department has reviewed, more than 40,000 pages of documents, including 214 incident files. Additionally, the Department interviewed current and former Title IX Coordinators; current and former Equity Specialists and Investigators; the former Faculty Diversity Officer; the Office of Residence Life Co-Director; the Director of Student Advancement; Detective Sergeant of the Division of Public Safety; and the Greek Life Office Director. CWRU has fully cooperated with this investigation and has worked in good faith to respond to the Department’s requests for information.

In addition, the Department conducted three on-site visits, which included facilitating roundtables with the University’s Women’s Center, Panhellenic Council, and Interfraternity Council. Finally, the Department created a community email address and toll-free phone number, through which the public was able to provide the Department with relevant information. The Department appreciates the current and former students who shared their personal experiences.

As a recipient of Federal financial assistance from the Department, CWRU must comply with Title IX and provide students, faculty, and staff an educational environment free of discrimination on the basis of sex.<sup>1</sup> The United States advised the University that it had fallen short of the law in specified respects. Rather

---

<sup>1</sup> See 20 U.S.C. § 1681et seq.; 28 C.F.R. pt. 54.



than the Department conducting further investigation and/or the parties addressing these disputed issues through litigation, the University and the Department agree to resolve the Department's findings through this Agreement. By signing this Agreement, the University commits to, among other things:

- Stop and prevent the recurrence of known sexual harassment that creates a hostile educational environment;
- Provide clear, consistent, and equitable policies and grievance procedures that provide for prompt and equitable resolution of student and employee complaints alleging sex discrimination;
- Prohibit retaliation against students and employees under Title IX;
- Ensure that the Title IX Coordinator has necessary autonomy and authority to fulfill her duties;
- Ensure that the University has the confidential resources and advisors necessary to meet student and employee needs;
- Deliver training to students and employees to ensure they understand their rights and the University's obligations under Title IX;<sup>2</sup> and,
- Foster greater coordination between University departments to ensure that the University's obligations under Title IX are met.

The Department acknowledges that the University has taken steps to strengthen its prevention of and response to sexual harassment and assault.<sup>3</sup> The University has, among other steps, expanded investigative capacity and expertise in the Office of Equity, including by adding investigators; reviewed and improved training and prevention programs for students and employees, including by enhancing bystander intervention programs, rolling out educational programming through *It's On CWRU* (a violence-prevention

---

<sup>2</sup> Compliance with and expiration of this Agreement does not release the University from its ongoing requirements to comply with federal statutes and regulations, including Title IX.

<sup>3</sup> The Department's acknowledgement does not connote agreement that the University's proactive measures, as implemented, meet the requirements of this Agreement or bring the University into compliance with Title IX. Moreover, the Department has not confirmed or evaluated the efficacy of each corrective measure described here; they are included as an illustration of the University's commitment to taking remedial action.



campaign), increasing training for orientation leaders regarding sexual misconduct, and increasing Mandated Reporter training for faculty and staff; enhanced the Title IX website and literature providing targeted educational resources and information; and augmented support services provided by the University's Student Advocates, the University's partnership with the Cleveland Rape Crisis Center, and University Counseling Services.

Additionally, the University has made efforts to promote a culture of respect on campus. For example, the University joined the Culture of Respect Collective, a two-year program in which institutions of higher education engage in self-assessments and work to improve policies and programs aimed at ending sexual violence, and provided support, including a staff and faculty advisor, to #MeToo CWRU, a newly formed student group.

The University has also worked to bolster student support services, in part through support from federal grants. In 2022, the CWRU Flora Stone Mather Center for Women received an award from the Department of Justice Office of Violence Against Women's *Grants to Reduce Sexual Assault, Domestic Violence, Dating Violence, and Stalking on Campus Program*. In its grant proposal, the University acknowledges the seriousness of the problem and credits student activism through the "CWRU Survivors" Instagram account for "amplify[ing] specific gaps in the University's campus culture and [providing] an opportunity to center student voices in next steps." This grant supports the University's efforts to expand education and survivor support for rape victims, and a Director of Violence Prevention and Response was hired to implement the grant.

These steps demonstrate the University's commitment to implement the Agreement described below, meet its responsibilities under Title IX, and promote a safe living, learning, and working environment within the University community.

The Department and the University enter voluntarily into this Agreement, which does not constitute an admission by the University as to any non-compliance with Title IX. In return for the University's compliance with this Agreement, the Department will not initiate litigation against the University for non-compliance with Title IX as identified through the Department's investigation, provided the University continues its efforts and implements the provisions of this Agreement in good faith and subject to the Agreement's enforcement terms.



## Table of Contents

INTRODUCTION .....	2
DEFINITIONS OF AGREEMENT TERMS.....	6
Section 1. Notice of Nondiscrimination .....	8
Section 2. Reporting Structure and Resources .....	9
Section 3. Policies, Procedures, and Protocols .....	10
Section 4. Informational Materials .....	18
Section 5. Greek Life .....	22
Section 6. Training.....	23
Section 7. Campus Engagement.....	29
Section 8. Internal Monitoring .....	32
Section 9. Reporting Requirements .....	33
Section 10. Enforcement.....	35
Section 11. Terms and Termination .....	37
SIGNATURES OF PARTIES TO THE AGREEMENT .....	38
APPENDIX A - Reporting Deadlines .....	i



## DEFINITIONS OF AGREEMENT TERMS

- A. **“Days”** means calendar days. If a deadline falls on a weekend, a University or federal holiday, or a date when the University is closed, that deadline will be extended to the first regular business day following.
- B. **“Document(s)”** or **“documentation”** include all written, printed, and electronic records and communications.
- C. **“Employee(s)”** means all persons employed by or contracted to work for the University on either a part-time, full-time, or volunteer basis, regardless of rank, title, or position.
- D. **“Equity personnel”** refers to any University employee whose job responsibilities involve implementing Title IX compliance, including the Title IX Coordinator, the Deputy Title IX Coordinator, Equity Specialists and Investigators, and other Office of Equity employees.
- E. **“Greek Life Community”** includes any student who is rushing (or participating in recruitment activities), pledging, or a member of a fraternity or sorority on the CWRU campus (a “Greek student”), as well as any University employee serving those organizations.
- F. **“Incoming Student(s)”** includes any student (e.g., undergraduate, graduate, transfer, part-time, or continuing education) who is enrolled in their first semester or term at the University.
- G. **“Informational materials”** are materials (other than policies and procedures) designed with the purpose of informing the campus community about relevant policies, procedures, reporting pathways, resources, and prevention strategies. These materials may include, but are not limited to, flyers, brochures, handouts, posters, and digital content.
- H. **“Key CWRU webpages”** includes the following:
- “Main CWRU website”: <https://case.edu/>
  - “CWRU Title IX webpage”: <https://case.edu/equity/sexual-harassment-title-ix>
  - “CWRU Equity webpage”: <https://case.edu/equity/>
  - “CWRU Greek Life webpage”: <https://case.edu/studentlife/greek/>
  - “CWRU Athletics Title IX webpage”: <https://athletics.case.edu/information/TitleIX>
  - “CWRU Undergraduate and Graduate Admissions webpages”: <https://case.edu/admissions/>
  - “CWRU Careers webpage”: <https://case.edu/hr/careers>
  - Any webpage that replaces a webpage listed above during the course of this Agreement.
- I. **“Live training”** refers to in-person or synchronous online training.



- J. **“Office of Equity”** refers to the CWRU office designated to respond to reports of discrimination and harassment. This office is led by the Title IX Coordinator and supporting Equity personnel, responsible for coordinating the University’s implementation and compliance with Title IX and other antidiscrimination laws.
- K. **“Policies”** refers to the University’s formally adopted written positions intended to govern the University community.
- L. **“Procedures”** refers to any written set of instructions made publicly available to the campus community that describes the steps of a particular task or process. Procedures describe how Policies will be implemented.
- M. **“Protocols”** refers to detailed written instructions describing the internal steps an office would take to implement University Policies and follow Procedures in a given situation. These Protocols may not be publicly available to the campus community, but they may describe who within an office carries responsibility for an action, the timeline for such action, as well as instructions for how and when collaboration with other University offices may occur.
- N. **“Retaliation”** refers to intimidating, threatening, coercive, or discriminatory action directed at any individual as a result of their protected activity, such as making a report, opposing activities believed to be unlawful under Title IX, or otherwise providing information, assisting with, or participating in any manner in a Title IX-related investigation or proceeding.
- O. **“Self-paced training”** refers to asynchronous online training.
- P. **“Sex discrimination”** refers to all discrimination on the basis of sex prohibited by Title IX, including, but not limited to, sexual harassment and retaliation.
- Q. **“Sexual harassment”** refers to unwelcome sex-based behavior that creates a hostile environment, quid pro quo sexual harassment, and sex offenses covered by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, 20 U.S.C. § 1092(f)(6)(A)(i) and (v).
- R. **“Student(s)”** means all persons enrolled in one or more University course, including undergraduate and graduate students, incoming students, transfer students, students enrolled solely in online courses, and students returning from a leave of absence.
- S. **“Supportive measures”** are interim or permanent non-punitive actions taken by the University, including, but not limited to: academic accommodations and changes to class schedules; changes in residential assignment; and appropriate safety measures, such as No Contact Directives or safety escorts.



## **Section 1. Notice of Nondiscrimination**

- A.** The University will maintain its notice of nondiscrimination, including a statement that CWRU neither discriminates nor tolerates discrimination on the basis of sex in its education programs and activities. This notice will identify the Title IX Coordinator’s on-campus office address, email address, and telephone number (accessible by text messaging). At a minimum, CWRU will publish this notice in all student and employee handbooks, athletics handbooks, and housing handbooks and manuals, as well as in online versions of the same. This notice will also be published in any printed course catalogs, and a link to the notice will be included in course catalogs available online. The notice or a prominent link to the notice will be included on the Main CWRU webpage, CWRU Undergraduate and Graduate Admissions webpages, CWRU Careers webpage, and CWRU Title IX webpage. The full notice will be included on the CWRU Equity webpage, CWRU Greek Life webpage, and CWRU Athletics Title IX webpage. Online versions of the notice will include the Title IX Coordinator’s name.
- B.** Within 30 days of the date of this Agreement, the University will submit to the Department for review and approval its proposed notice of nondiscrimination and a list of where and when the notice or a link to this notice will appear (i.e., in which University documents, informational materials, and webpages). If the Department chooses to provide comments to these materials, the Department will do so within 30 days of receipt.



## Section 2. Reporting Structure and Resources

- A. The University will make changes to the University reporting structure to ensure the Title IX Coordinator's independent authority and ensure consistent University-wide processes for addressing and responding appropriately to reports of sex discrimination. Specifically, the University will remove the Office of Equity from the purview of the Office of the General Counsel, though the Office of Equity may continue to seek legal advice from the Office of the General Counsel and the Office of the General Counsel may continue to provide such advice.
- B. Within 45 days of the date of this Agreement, the University will submit its reorganization proposal (2.A) to the Department for review and approval. The Department will provide comments, if any, within 30 days of receipt.
- C. The University will allocate appropriate funding for on-campus resources, to support individuals who have been impacted by sex discrimination. This shall include dedicated funding to support public-facing informational materials, outreach, and additional staffing for support services, including services for victims and alleged offenders. At a minimum, funding for this purpose will be provided to the Flora Stone Mather Women's Center, the Office of Greek Life, and University Health and Counseling Services sufficient to recruit, hire, and retain additional qualified advocates, confidential resources, and/or counselors, as needed, to mitigate the effects of sex discrimination. The University will ensure that graduate students have access to these resources. The University will also assign the responsibility for managing, implementing, and monitoring supportive measures to a Deputy Title IX Coordinator. The University will ensure that a Deputy Title IX Coordinator is given the authority and resources required to carry out this role effectively.
- D. Within 45 days of the date of this Agreement, the University will submit to the Department for review and approval a proposal for funding allocation for development of materials, outreach, and staffing (2.C). The proposal will include the metrics relied upon by the University to determine appropriate full time employee allotments (e.g., number of complaints received, requests for supportive measures, demand for counseling services, etc.) and the benchmarks for staffing adjustments in future cycles. The Department will provide comments, if any, within 30 days of receipt.



### **Section 3. Policies, Procedures, and Protocols**

- A.** To clarify what conduct constitutes prohibited sex discrimination, the University will ensure its policies and procedures:
  - 1.** Define, and provide examples of, the types of conduct that constitute sexual harassment, including an explanation of when sexual harassment creates a hostile environment, and provide the disciplinary actions for students and employees found to have engaged in sexual harassment; and
  - 2.** Define retaliation, explain and provide examples of protected activity and adverse actions in response to protected activities, and provide the disciplinary actions for students and employees found to have engaged in retaliation.
  
- B.** To clarify students' and employees' options for reporting sex discrimination, the University will ensure its policies and procedures:
  - 1.** Describe how, where, and to whom to report sex discrimination, explaining the role of the Title IX Coordinator and describing the pathways available to students and employees to make reports;
  - 2.** Provide students and employees with the email address and phone number to contact the Office of Equity, as well as a direct link to the online reporting form;
  - 3.** Explain when reports are confidential and when they constitute notice to the University that triggers a requirement that the University respond; how to report under each option; and the effects of each reporting option. The University will develop options for anonymous and confidential reporting and publicize these options online and through informational materials;
  - 4.** Explain how to report to the University Police and local law enforcement; explain any differences between reports to University Police and local law enforcement agencies, and the University's role when reports are made to either; and
  - 5.** Establish a clear reporting pathway for students and employees seeking to report retaliation for engaging in protected activity under the Title IX process, including in the grievance process, regardless of their role in the process.
  
- C.** To eliminate the appearance of bias or conflict of interest in the handling of complaints of sex discrimination, the University will enact policies:



1. Prohibiting the University from departing from its published grievance procedure (inclusive of the formal and informal resolution process) to resolve sex discrimination reports received by the Office of Equity or by other means; and
  2. Prohibiting the University from proposing language in settlement agreements or other legal instruments entered into by complainant and respondent that waives potential claims against the University when the University is not a party to the agreement.
- D.** The University will implement grievance procedures, to the extent not already implemented, providing for the prompt, equitable, and effective investigation, resolution, and appeal (where applicable) of all reports of alleged sex discrimination over which the University has jurisdiction. At a minimum, the University will ensure its grievance procedures include:
1. An explanation of the types of reports that will be resolved using the grievance procedures, and those that will not be so resolved (e.g., anonymous reports), or may be resolved under alternative procedures (e.g., student conduct, human resources);
  2. An explanation of how the University will implement any emergency actions, including factors under which an individualized safety and risk analysis or threat assessment will be conducted after the Office of Equity becomes aware of alleged sex discrimination;
  3. An explanation of the University's capacity to respond to requests for confidentiality or an otherwise limited response from the University and the countervailing interests that the University may consider in evaluating such a request;
  4. An explanation of circumstances where a student or employee reporting sex discrimination will be treated as a complainant, and under what circumstances a reporting student or employee may be treated as a witness within these grievance procedures;
  5. An explanation of circumstances under which the University will hire an outside firm or entity to conduct the investigation and notice to the complainant and respondent when those circumstances are met in a particular investigation;
  6. An explanation of all steps the complainant is required to take to initiate the grievance procedures;
  7. Information on the role and availability of trained advisors and confidential resources;
  8. A description of possible supportive measures the University may provide in response to a complaint of sex discrimination and an explanation of the Office of Equity's role in implementing, evaluating, and adjusting supportive measures;



9. An equal opportunity for each party to offer witnesses and other evidence during an investigation and/or hearing;
  10. A description of the types of evidence to be obtained and reviewed and when and how the University will consider, as relevant evidence, additional reports of sex discrimination against a single respondent occurring within a given program or activity, violations of no-contact orders, or reports of retaliation;
  11. Specific timeframes for major stages of the process, and concurrent notification to both parties<sup>4</sup> if the University cannot meet these timeframes;
  12. An explanation of the actions the University may take if a party unduly delays or refuses to participate in the grievance process;
  13. The standard of evidence the University uses to make a finding;
  14. A description of possible actions (e.g., discipline, no-contact order, academic accommodations, class or housing re-assignment, counseling) the University may take after a finding of responsibility is made;
  15. Concurrent notification to both parties of the outcome;
  16. An equal opportunity for both parties to appeal, along with information about the procedures and permissible bases for an appeal if the grievance procedures include a right to appeal;
  17. An explanation to the parties of their right to resolve the report of sexual harassment by way of an informal resolution, as permitted under the University's policy;
  18. An assurance that the University's Equity personnel will not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- 

<sup>4</sup> In situations where the complainant is unknown, and consistent with its policies and procedures, the University has chosen to move forward with its formal grievance procedures, it is permissible for the University to notify only the respondent.



19. An explanation of the stages of the process at which the Title IX Coordinator (or the Title IX Coordinator's designee) will communicate with the parties to keep them informed about the investigation, adjudication, and appeals processes; and
  20. An explanation of when it is appropriate for the Office of Equity to close an investigation because there is insufficient information to move forward with the formal process, as well as an assurance that the University will require investigators to seek additional information whenever possible and ensure that "insufficient information" is not used as a pretext for a credibility determination.
- E. The University will develop or revise written internal policies, procedures, and protocols, where it has not already done so, for coordinating the University's receipt of and response to reports of sex discrimination. At a minimum, the University will ensure these policies, procedures, and protocols:
1. Identify the Title IX Coordinator as the individual responsible for coordinating the University's efforts to comply with and carry out its responsibilities under Title IX, along with their telephone number (accessible by text messaging), email address, and on-campus office address consistent with provision 1.A.;
  2. Define the duty of all mandatory reporters to report disclosures and knowledge of sexual harassment to the Title IX Coordinator within one business day; explain all other specific responsibilities reporting employees have related to the receipt of reported or known sexual harassment; and provide that a reporting employee's failure to report knowledge of sexual harassment as required will constitute a failure to follow job responsibilities and may result in disciplinary action to be determined by the University. The University's mandatory reporter policy will set clear expectations for resident assistants, orientation advisors, tour guides, and part-time and seasonal employees;
  3. Identify by office and/or title all employees who are exempt from required reporting because, by law, they are required to maintain confidentiality; explain these employees' responsibilities upon receiving a report of sexual harassment, including keeping the report confidential, providing the complainant with information on how to report to the Title IX Coordinator, and, where appropriate, providing the University with non-confidential aggregated information indicating patterns of sexual harassment, such as multiple reports of sexual assault in the same location;
  4. Require confidential resources (i.e., employees who are exempt from reporting) to inform the individual making a disclosure that the report does not constitute notice to the University and so will not result in any response by the University;
  5. Require that University Police disclose to the Title IX Coordinator within one business day all reports of sexual harassment so that the Title IX Coordinator can provide an appropriate



referral to campus and community resources and an explanation of the reporter's rights under Title IX and University policy, irrespective of a criminal justice response;

6. Create a protocol in collaboration with University Police for evaluating and responding to reports of sexual harassment that may pose an imminent and/or ongoing threat to the University community;
7. Establish when and how the University will seek information about sex discrimination reports or incidents involving University employees or students from the University Police, all other relevant law enforcement agencies with jurisdiction over a geographical area encompassing a CWRU campus or location, and all other law enforcement agencies that receive a report about sex discrimination of which the University becomes aware;
8. Define parameters for processing a complaint using the Title IX grievance procedures when the misconduct at issue is the subject of concurrent criminal proceedings;
9. Establish internal operating protocols within the Office of Equity for the implementation of supportive measures in a given case, including explicit instructions on the affirmative role of Office of Equity personnel in identifying appropriate supportive measures, securing those measures, evaluating whether those measures are working, and making adjustments as required;
10. Establish internal operating protocols within the Office of Equity for the annual (or more frequent) review of supportive measures in collaboration with students and other University components. This review should include discussion of trends in reported incidents of sexual harassment on campus (including frequency and location of incidents), an assessment of whether supportive measures approved by the Title IX Coordinator are effective in keeping students safe and in preserving their equal access to the University's educational programs, and recommendations on improvements or new measures. These University components must include, at a minimum, Student Advancement and Academic Resources, Student Success, Medical School, Division of Public Safety, University Police, CWRU Athletics, Office of Greek Life, University Housing, the Division of Student Affairs, and University Personnel;
11. Establish internal operating protocols within the Office of Equity regarding recordkeeping, including an explicit checklist of information that must be collected and maintained in a case file; and
12. Establish internal operating protocols within the Office of Equity for recording and following up on new or separate allegations of sex discrimination that surface during an ongoing investigation, including when the new information relates to individuals not related to the ongoing investigation.



- F.** The University has implemented one case management database or system for the secure electronic storage of all reports of sex discrimination (including all written or verbal reports) and all relevant files (e.g., documents or media) acquired or published in connection with the grievance process. The University database must maintain or continue to maintain the following information, in every case in which it is available:
- 1.** The date and nature of the report;
  - 2.** The name of the reporter or whether the report was anonymous;
  - 3.** The name and title of the person(s) who received the report;
  - 4.** The location of the incident;
  - 5.** The date and nature of the incident;
  - 6.** The date the report was referred to the Title IX Coordinator;
  - 7.** The name of the person(s) alleged to have experienced sex discrimination, if different from the reporter(s), and affiliation with the University;
  - 8.** The name(s) of the respondent(s), and affiliation with the University;
  - 9.** The University communities (e.g., athletic team, student organization, or specific academic department) implicated, if any;
  - 10.** An indication of what specific campus policies are implicated by the allegations in the report;
  - 11.** Whether a formal complaint was received by the University, along with copies of notice of allegations provided to the parties. If the University dismissed the formal complaint, a copy of the written notice of dismissal sent to the parties with reason(s) for the dismissal;
  - 12.** Whether the University opened an investigation or its reason for declining to investigate;
  - 13.** The name(s) of the person(s) assigned to investigate the complaint and/or implement any supportive measures;
  - 14.** The name(s) of persons serving as advisors for the complainant or respondent;
  - 15.** The name(s) of external investigators working for the University, if any, and the basis for hiring;
  - 16.** The supportive measures offered, if any, and taken, if any;



17. The names of all witnesses identified by either party, notes from each interview, and for any witnesses who were not interviewed, an explanation of why they were not interviewed;
  18. Whether the parties engaged in an informal resolution and, if so, the name(s) of the person(s) who facilitated the informal resolution process, and documentation summarizing the outcomes achieved through the informal resolution;
  19. The date of each major stage of the investigation (e.g., opening, closing), the final report, the hearing, each major stage of the appeals process, and all substantive communications with parties (e.g., describing process and supports, sharing findings and results);
  20. All correspondence with the parties and all witnesses during the pendency of the investigation, hearing, and appeals; and
  21. The University's findings at the adjudication and appeal stages, including all permanent disciplinary actions and supportive measures taken.
- G.** The University will retain complete records and supporting documentation related to any incident of alleged sex discrimination for no less than 7 years beginning from the date of the record's creation. For reports of sexual harassment involving employee respondents, the University will further maintain all records and supporting documentation related to any incident of alleged sexual harassment for no less than 7 years beginning on the date of the employee's final day of employment.
- H.** Within 90 days of the date of this Agreement, the University will submit to the Department for review and approval all proposed drafts or revisions of its policies, procedures, and protocols (including identification of which, if any, will be rescinded). The Department will provide comments on a rolling basis within 90 days of receipt.
- I.** No later than 15 days after finalizing the revised or new policies, procedures, and public protocols required by this Section, the University will, at a minimum, publish notice of the revisions on the Main CWRU website and CWRU Title IX webpage, alert the campus newspaper, and send one email to all students and employees providing notice of the revisions. All subsequent material policy or procedural changes will be communicated on the Main CWRU website, the CWRU Title IX webpage, and via email. The University will also publish the online location of all relevant policies and procedures in its student and employee handbooks. The University will disseminate new or reviewed protocols to relevant employees on the same publication timeline.
- J.** Within 15 days after providing notice to students and employees of the new or revised policies, procedures, or public protocols, the University will provide the Department with documentation sufficient to confirm that it has implemented this Section of the Agreement, including copies of



written notices issued to students and employees; a description of how the notices were distributed; and links to the websites where the new or revised policies, procedures, or protocols are located.



## **Section 4. Informational Materials**

- A.** The University will design and distribute informational materials written in plain language, which summarize all relevant policies and procedures on sexual harassment and retaliation. At a minimum, the University will continue to distribute informational materials each school year that:
- 1.** Promote and provide complete contact information for the Office of Equity and the Title IX Coordinator, including the on-campus location of the physical office;
  - 2.** Define and provide examples of sexual harassment and retaliation and the consequences for engaging in this conduct;
  - 3.** Provide detailed instructions for accessing on-campus and off-campus resources and services for those affected by sexual harassment, including sexual assault, domestic violence, dating violence, and stalking;
  - 4.** Describe each reporting pathway available to students and employees who wish to report sexual harassment or retaliation and encourage reporting and bystander intervention;
  - 5.** Summarize the policies and procedures for the resolution of formal complaints of sexual harassment and retaliation;
  - 6.** Provide a step-by-step timeline of the grievance process;
  - 7.** Provide detailed information about the requirement that all employees, except confidential resources, report disclosures of sexual harassment to the Title IX Coordinator, including the information that must be disclosed and the consequences for failing to report;
  - 8.** Identify those employees who are required to report disclosures of sexual harassment to the Title IX Coordinator and those employees with whom victims of sexual harassment may reasonably expect to maintain confidentiality;
  - 9.** Explain the rules regarding confidentiality, limitations on CWRU's response to confidential reports, and exceptions to confidentiality (e.g., where there is a threat to campus safety);
  - 10.** Serve as a written handout that confidential resources can give to individuals summarizing options for reporting sex discrimination and accessing additional supports;
  - 11.** Explain how one can obtain an advisor and the role of advisors in helping individuals fully access their rights; and
  - 12.** Describe supportive measures the University may provide in response to a complaint.



- B.** Additionally, the Title IX Coordinator will coordinate with student leaders and other University components throughout the school year, including to (i) identify trends in reported incidents of sexual harassment on campus (including common locations, factors, actors, and communities), and (ii) design and distribute timely, responsive, and targeted informational materials, at minimum twice per school year.
- C.** The University will develop a multi-year campaign to elevate awareness of the Office of Equity across campus. This campaign should use various platforms and mediums (e.g., social media, University websites, campus flyers, etc.) to reach the campus community, as a whole, and account for individual student populations (e.g., the Greek community, residential students, and student-athletes) and their unique experiences. Digital aspects of the campaign should leverage University-sponsored social media pages across campus (e.g., Admissions, Athletics, School of Medicine, Arts & Sciences, etc.) to highlight the Office of Equity and Title IX protections. The campaign should communicate with the campus community, at minimum, at the mid-points of each semester. Finally, the campaign should include steps to increase the physical visibility of the Office of Equity, including appropriate signage.
- D.** The University will continue to update Key CWRU webpages to make it easier for students and employees to find information about Title IX and report sex discrimination. At minimum, the updates should include the following:

  - 1.** Each Key CWRU webpage will include the University’s notice of nondiscrimination or a link to that notice per provision 1.A.;
  - 2.** The Main CWRU website will include a link to the Office of Equity in the navigation pane at the bottom of each page;
  - 3.** The CWRU Equity webpage will:

    - i. Prominently display the complete contact information of the Title IX Coordinator, including name;
    - ii. Include accurate definitions of sexual harassment and retaliation, as well as an overview of the grievance process and definitions of prohibited conduct, including hostile environment sexual harassment, quid pro quo sexual harassment, sexual assault, domestic violence, dating violence, and stalking;
    - iii. Include digital copies of materials identified in provision 4.A.;
    - iv. Prominently display the online reporting form on the main page and make it freely accessible without a single-sign-on (SSO) or other log-in requirements;



- v. Provide contact information for the Department of Justice’s Civil Rights Division, including the Division’s email address and phone line dedicated to CWRU ([Outreach.CWRU@usdoj.gov](mailto:Outreach.CWRU@usdoj.gov) and 1-866-434-0339), and information on how to access the Division’s Complaint Portal (<https://civilrights.justice.gov>) until the termination of this Agreement; and
- vi. Post this Agreement along with status updates corresponding to the University’s obligations under Sections 3 (Policies, Procedures, and Protocols), 5 (Greek Life), 6 (Training), and 7 (Campus Engagement) of the Agreement.

**4. The CWRU Athletics Title IX webpage will:**

- i. Prominently display the name and complete contact information of the Title IX Coordinator;
- ii. Identify the Deputy Title IX Coordinator;
- iii. List the multiple options for reporting (including a direct link to the online reporting form); and
- iv. Identify confidential and non-confidential resources.

**5. The CWRU Greek Life webpage will:**

- i. Prominently display the name and complete contact information of the Title IX Coordinator;
- ii. Include digital copies of materials identified in provision 4.A.;
- iii. List the multiple options for reporting, including a direct link to the Office of Equity’s reporting form from the Greek Life “Accountability/Reporting Form” webpage;
- iv. Identify confidential and non-confidential resources; and
- v. Post any substantive correspondence (to the extent not prohibited from disclosure by applicable law) from, or programmatic changes made by, the Greek Life Office, the Panhellenic Council, the Interfraternity Council, or individual University-sponsored fraternities and sororities (to the extent the University is made aware of correspondence from or programmatic changes by Greek organizations), in response to concerns related to sexual harassment and hostile climate in the Greek



Life Community.

- E.** By the start of each academic year, the University will review and, as necessary, update the CWRU Equity webpage to provide up-to-date policies and procedures and clear, consistent, and accurate information identifying which policies and procedures govern the investigation, adjudication, appeal, and sanctioning of sexual harassment and retaliation reports. The University will also undertake an annual review of Key CWRU webpages, and any other CWRU webpages including information on Title IX, to ensure the information is accurate and up-to-date.
- F.** Within 120 days of the date of this Agreement, the University will submit to the Department for review and approval its comprehensive communications plan that includes, among other things, a timeline (including time for the Department’s review and approval of content) for the development of campus-wide informational materials (provision 4.A.); plans and process for targeted informational materials and campaigns (provisions 4.B. and 4.C.); and updates to Key CWRU webpages (provision 4.D.). The Department will provide comments on the communications plan, if any, within 60 days of receipt. The Department will review and approve any new content forecasted by the plan, prior to the University publishing it, on the timeline set forth in the approved plan.
- G.** The University will produce copies of informational materials prepared under provision 4.A. within 90 days of the start of each school year, and informational materials prepared under provisions 4.B. and 4.C. by the final day of each semester.



## Section 5. Greek Life

- A.** In coordination with and with approval from the Title IX Coordinator, the Greek Life Office will continue to invest resources into developing programming and an outreach campaign covering the topics described in provision 4.A. specifically geared toward the Greek Life Community. In developing the programming and campaign targeted at CWRU fraternities and sororities, the Greek Life Office will obtain input from the Interfraternity Congress and Panhellenic Council. This targeted programming will take place at minimum twice per school year.
- B.** The University will propose to the Department its plans for disseminating the digital and print materials per provisions 4.A., 4B. and 4C., but at a minimum the digital materials will be distributed via email to all members of the Greek Life Community annually and the print materials will be posted in all on-campus fraternity and sorority houses.
- C.** The University will require CWRU fraternities and sororities to immediately disclose to the Greek Life Office when an external body (e.g., the national chapter of a Greek organization) is investigating allegations of sexual misconduct, sex discrimination, or a sexually hostile environment within a chapter. Disclosure will be a requirement of on-going University recognition.
- D.** In consultation with the Greek Life Office, the Title IX Coordinator will establish internal operating protocols for investigating hostile climate within fraternities and sororities when an external body (e.g., the national chapter of a Greek organization) is concurrently reviewing alleged misconduct, to the extent the University is on notice of such misconduct. The University will not close Title IX investigations or curtail its review of hostile climate solely because of action taken or contemplated by an external body.
- E.** In coordination with and with approval from the Title IX Coordinator, the Greek Life Office will devise and disseminate clear procedures for fraternities and sororities to follow to protect the rights of students when there is potential overlap between chapter misconduct and sex discrimination allegations. The procedures must require that misconduct proceedings are not used to retaliate against students engaged in the Title IX grievance process, and do not take the place of the formal grievance process.
- F.** The Title IX Coordinator and Director of the Office of Greek Life will continue to meet regularly, quarterly at minimum, to foster coordination and to discuss trends, climate, supportive measures, and student resources.



## **Section 6. Training**

### **A. General**

1. The University will continue to develop and deliver training to all new and enrolled students and all new and continuing employees on the following topics: student and employee rights under Title IX; University policies regarding sex discrimination; University procedures for reporting and responding to complaints of sex discrimination; and access to supportive measures and resources for those affected by sexual harassment and retaliation.
2. CWRU may retain a qualified consultant to develop and deliver the training required by this Agreement.
3. The trainings may be tailored for certain student populations (e.g., graduate students, Greek Life, student-athletes, international students) but all students will be required to attend Title IX training annually to remain in good standing. Training should be updated from year to year as appropriate.
4. Any online training, synchronous or self-paced, will be interactive and test the knowledge of the trainee at multiple checkpoints, use curricula and methodologies that emphasize interaction with participants, use interactive scenarios that test and apply the learner's understanding of sexual harassment and retaliation, and require a passing score on an end-of-course assessment.
5. The University will determine the exact timing of trainings and the sequence of topics covered. The University will submit its training plan for Department review and approval.
6. The descriptions of trainings set out below are the minimum training requirements.

### **B. Training for Students**

1. The University will develop and deliver the following student trainings:
  - a. For all incoming students, one live training session. To optimize the opportunities for all incoming students to receive this training, the University may opt to provide multiple in-person sessions or synchronous online options.
  - b. For all incoming students with non-traditional start dates or a waiver from the relevant University office, one self-paced online training.
  - c. For all returning students, one self-paced online training.



2. The University must also provide students with informational materials, per provisions 4.A., 4.B., and 4.C., that reinforce topics covered by the training throughout each year. The University will also offer and promote an optional self-paced refresher training for all students in the spring semester.
3. The mandatory annual training for all students will:
  - a. Define and provide clear examples of conduct that constitutes sex discrimination, sexual harassment, and retaliation and explain what may provide the basis for a complaint under the University's grievance procedures;
  - b. Explain the University's policies and procedures on reporting, investigation, and resolution of Title IX complaints;
  - c. Identify the University's Title IX Coordinator by name and title; describe the Title IX Coordinator's role, responsibilities, and complete contact information, including office location; and describe the pathways for students to report allegations of sex discrimination to the Title IX Coordinator;
  - d. Explain the requirement that all employees, except confidential resources, report disclosures of sexual harassment to the Title IX Coordinator and identify employees, by title or role, who must report disclosures of sexual harassment to the Title IX Coordinator and employees who will maintain confidentiality;
  - e. Provide a general overview of Title IX, the rights it confers on students, the resources available to students who have experienced sex discrimination, and federal agencies' role in enforcing Title IX and other laws prohibiting sex discrimination;
  - f. Explain when off-campus misconduct falls within the University's jurisdiction;
  - g. Emphasize consent in sexual interactions;
  - h. Explain the reporter's right to file a criminal complaint with University Police and local law enforcement and provide the contact information (e.g., phone number, physical address, or web address) to do so;
  - i. Explain the academic, housing, Greek, athletic, and student record-related consequences for sexual harassment and/or retaliation;
  - j. Educate on the role of alcohol and drug use in incidents of sexual harassment, including how such use impairs the ability to consent; and



- k. Provide bystander education that teaches students how bystanders can help, based on a variety of evidence-based bystander intervention strategies.

**C. Additional Training for Greek Life Students**

1. In addition to the training described in provision 6.B., the University will provide one additional live training to every Greek chapter each year and will advise Greek chapters that all members are required to attend the training. This training will:
  - a. Discuss the unique challenges and responsibilities Greek chapters face in fostering an environment free of discrimination on the basis of sex, and include examples of sexual harassment, allegations of hostile climate, and retaliation relevant to the Greek Life experience;
  - b. Identify mandatory reporters in the Greek Life system, as well as reporting pathways for students;
  - c. Identify and explain the role of the University's Title IX Coordinator and the Greek Life Office, describe their responsibilities, and provide their complete contact information;
  - d. Identify campus resources (both confidential and nonconfidential); and
  - e. Explain the procedures and protocols in provisions 5.C, 5.D., 5.E., and 5.F.

**D. Training for University Employees**

1. The University will provide at least one training to all University employees, including confidential employees, and employees in the Office of Equity. This training will:
  - a. Define and provide clear examples of conduct that constitutes sex discrimination, sexual harassment, and retaliation and explain what may provide the basis for a complaint and potential consequences under the University's grievance procedures. The explanation of retaliation should include examples of protected activities, adverse actions in response to protected activities, and the consequences for individuals found to have engaged in retaliatory conduct;
  - b. Explain the University's policies and procedures regarding the reporting, investigation, and resolution of Title IX complaints, including the parameters of each University component's role in the process;



- c. Identify the University's Title IX Coordinator, by name and title, and describe the Title IX Coordinator's role, responsibilities, and complete contact information; and describe the pathways through which employees can make a complaint of sex discrimination to the Title IX Coordinator;
- d. Explain employee reporting obligations under the University sexual harassment policy, including where and to whom reports of sexual harassment should be made and the consequences for failure to report;
- e. Identify which employees are exempt from the obligation to report disclosures of sexual harassment;
- f. Explain how to notify reporters, including complainants, of the employee's obligation to refer the report to the Title IX Coordinator, of the reporter's right to file a Title IX complaint with the University and/or a criminal complaint with University Police and local law enforcement and how to do each; and of the reporter's right to be free from retaliation;
- g. Specify campus resources and community-based resources where victims of sexual harassment may seek help and assistance; and
- h. Require a passing score on the end-of-course assessment if the training is given online.

#### **E. Additional Training for Equity Personnel**

- 1. In addition to the training for all employees referenced in provision 6.D., the University will continue to develop or contract for live training for all Equity personnel. This training will explain, to the extent it does not already do so:
  - a. When and how to conduct and document prompt and equitable Title IX investigations;
  - b. Trauma-informed interviewing and investigative techniques;
  - c. How to identify, collect, and analyze evidence, including but not limited to witness statements, medical reports, and police reports;
  - d. Appropriate recordkeeping practices during the grievance process;
  - e. How to conduct a Title IX investigation during a concurrent criminal investigation;
  - f. The procedures and internal protocols on the use of informal resolutions;



- g. The procedures and internal protocols on supportive measures; and
- h. Consent and the role that drugs or alcohol may play in connection with the ability to consent.

**F. Submission for Review**

1. Within 120 days of the date of this Agreement, the University will submit a detailed description of the training described in this Section for review and approval. The Department will provide comments, if any, within 60 days of receipt.

**G. Delivery Requirements for Student Training**

1. The University will mandate that students receive the training required by this Section each academic year of this Agreement. For the first academic year of this Agreement, all students will complete the required trainings no later than the spring 2024 semester. For each academic year thereafter under this Agreement, incoming students will complete the training required in provision 6.B prior to or during the semester of their arrival and returning students will complete the training required in provision 6.B prior to or during the semester of their return.
2. Students in Greek Life will complete live training annually, following the close of their fraternity or sorority chapter's recruitment periods.
3. Prior to the last training for incoming students offered during the spring 2024 semester, fall 2024 semester, and fall 2025 semester, the University will issue notices to all incoming students who have not yet taken the training informing them that they are required to take the training prior to the end of the relevant semester.
4. Prior to the last day of spring break 2024, the University will issue notices to all returning students who have not yet taken the required training for that year informing them that they are required to take the training prior to the end of that semester.
5. Prior to the last day of fall semester 2024 and fall semester 2025, the University will issue notices to all returning students who have not yet taken the required training for that respective year informing them that they are required to take the training prior to the start of the next semester.
6. The University will establish a plan and the infrastructure necessary to provide the training required by this Section on an ongoing basis and will monitor whether students have completed the required training.



#### **H. Delivery Requirements for Employee Training**

1. By no later than the spring 2024 semester and for the duration of this Agreement, the University will ensure its employees receive the training required by this Section and then annually. The University will train new employees within 60 days of beginning employment within the University and then annually.
2. All newly-hired Equity personnel must complete the live training required by this Section before beginning to perform any Title IX responsibilities.
3. The University will establish a plan and the infrastructure necessary to provide the training required by this Section on an ongoing basis and will monitor whether employees have received the required training.



## Section 7. Campus Engagement

### A. Student Surveys and Focus Groups

1. During the spring semesters of each year this Agreement is in effect, the University will conduct a campus-wide survey of students to assess whether CWRU is effectively protecting students from sex discrimination. The Title IX Coordinator will oversee the development of the survey and will seek input from University Police, Greek Life Office, Counseling Services, student support services, and the Office of Institutional Research on developing and launching the survey. The survey will elicit information on the prevalence of sexual harassment in different University programs and activities, including but not limited to Greek Life, and will allow for disaggregated data based on those programs and activities. The University may supplement and administer the *Ohio Department of Higher Education Survey on Sexual Violence* to meet the requirement of this paragraph.
2. The campus-wide survey will:
  - a. Assess students' knowledge regarding what constitutes sex discrimination;
  - b. Gather information regarding students' experience with sex discrimination;
  - c. Determine whether students know when and how to report sex discrimination;
  - d. Gauge students' comfort level with reporting sex discrimination;
  - e. Assess students' familiarity with the Office of Equity (e.g., duties, personnel, location);
  - f. Gather information regarding potential barriers to reporting, specifically addressing barriers within specific departments, programs, and activities;
  - g. Assess students' familiarity with the University's outreach, education, and prevention efforts; and
  - h. Solicit student input on how the University can prevent sexual harassment and retaliation, encourage reporting, and better respond to reports.
3. By 120 days of the date of this Agreement, the University will submit its proposed campus-wide survey instrument and survey methodology to the Department for review. The proposal must present the survey design, sampling plan, data collection methods (including deployment and proposed timeline), and proposed data analysis methodology. The survey methodology must include proposed methods to ensure Greek students are representative and can be examined separately from other CWRU students (including approaches to identify Greek students,



stratify the samples for Greek students, and related oversampling and weighting approaches). If the Department proposes changes, the University will resubmit for review before conducting the survey.

- 4.** If student survey participation rates are insufficient to support reliable data and analysis, as determined by the Office of Institutional Research or the Department, the University will host student focus group meetings during the same school year to solicit the sought-after information. The University will submit its proposed focus group methodology to the Department for review. Within 90 days of the completion of the focus group meetings, the University will provide the Department with a report outlining the results and recommendations. Additionally, the University shall examine options for increasing student participation in future annual surveys.
- 5.** In addition, the Title IX Coordinator will continue to hold focus group meetings with Greek Life students. These meetings should take place during the spring semesters of each year this Agreement is in effect, with input from the Greek Life Office, Panhellenic Council, and the Interfraternity Council. The University will submit its proposed focus group methodology to the Department for review. Those meetings will, at a minimum:

  - a.** Gather information about student experience with sexual harassment and retaliation within the Greek Life context;
  - b.** Determine whether Greek students are able to identify the Title IX Coordinator and properly identify the location of the Office of Equity;
  - c.** Give Greek students the opportunity to provide feedback on particular trends in sexual harassment and retaliation within Greek Life that they have observed;
  - d.** Solicit input on how CWRU Greek Life can encourage reporting of sex discrimination and better respond to reports; and
  - e.** Solicit input on how the Greek Life Office can contribute to prevention efforts or initiatives.
- 6.** The Title IX Coordinator will review the results of the Greek student-specific focus groups with the Greek Life Office, and make recommendations to the Greek Life Office about initiatives it could implement to improve the Greek student experience and compliance with Title IX.
- 7.** Within 90 days of the students' completion of the annual survey and focus group meetings, the University will provide the Department with a report outlining the results and recommendations, including Greek Life-specific recommendations described in provision 7.A.5. The Department may provide comments and propose that the University to take additional



steps during the term of this Agreement based on these results and the effectiveness of CWRU's recommendations in addressing Title IX compliance.

#### **B. Townhall Events**

1. During the spring semesters of each year this Agreement is in effect, the University will conduct campus-wide townhall events for students and student groups, hosted by the President's Office and Office of Equity to present updates on CWRU's work to address sex discrimination on campus and to hear from students about their experiences.

#### **C. Student Engagement**

1. By the end of the spring 2024 semester, the Office of Equity will create a proposal to increase student confidence in the office and positive engagement with student leaders. At minimum, the proposal should evaluate whether to (i) target student leaders to be trained to serve as process advisors; (ii) provide incentives to student groups to invite the Office of Equity to meet with group leaders and members and potentially develop informational materials or campaigns in collaboration with the Office of Equity; and (iii) foster transparency on the complaint, investigation, and hearing process by holding listening sessions with student leaders and student group members.

#### **D. Centralized Webpage**

1. The University will continue to maintain the landing spot on the Title IX webpage as a central repository for informational materials, survey results, and current status updates so that students can see what CWRU is doing to address sex discrimination on campus.



## **Section 8. Internal Monitoring**

- A.** Leveraging its comprehensive case management system, the Office of Equity will continue to review its open and recently closed case files each semester to determine whether there were any (i) failures in record keeping practices, (ii) failures in communicating with complaints or respondents, (iii) failures in reporting by mandatory reporters, (iv) failures to follow procedure or protocol by any University department, or (v) delays in the prompt resolution of student and employee complaints alleging sex discrimination. The results of each semester’s review, as well as any remedial action taken, will be recorded and presented to the appropriate senior vice president. The University shall share these results, without redactions, with the Department, which the Department shall keep confidential to the extent possible.
- B.** The Office of Equity will also analyze its open and recently closed case files each semester to identify any trends. The results of each semester’s review, as well as any remedial action taken, will be recorded, and presented to the appropriate senior vice president. The University shall share these results, without redactions, with the Department.



## **Section 9. Reporting Requirements**

- A.** The University will provide to the Department all documents and information identified in Sections 1 through 8 of this Agreement in accordance with the timelines set forth above and summarized in the table attached as Appendix A.
- B.** By January 31 and July 31 of each year covered by this Agreement, the University will submit a monitoring report to the Department for review. The January monitoring report will cover the preceding July through December; the July monitoring report will cover the preceding January through June.
- C.** Each monitoring report will include:
  - 1.** An Excel spreadsheet documenting all reports of sexual harassment and allegations of Title IX retaliation, and the University's responses to reports. For each report, the Excel spreadsheet will include the information described in provision 3.F. The Department may request additional information about any report of sexual harassment or retaliation documented, including full case files.
  - 2.** CWRU will conduct and provide to the Department an analysis of the data in the Excel spreadsheet that identifies patterns involving sexual harassment and retaliation, including repeat offenders, reports involving specific student or employee populations (e.g., LGBTQIA+ students, first-year students, or members of fraternities or sororities), particular locations (e.g., a fraternity house, locker room, or academic building), particular patterns of behavior (e.g., drug- or alcohol-facilitated assaults, use of violence, employee-on-student harassment, minor-aged victims, or perpetration by individuals with a known criminal history). If pattern(s) exist, the analysis will include a description of the University's actions to address the pattern(s).
  - 3.** For each of the trainings for students and employees required by this Agreement:
    - a.** The date and duration of each training conducted; and
    - b.** The number of students and employees who did not participate in the training required by Section 6 during the reporting period, with an explanation for how the University will ensure that they receive the training.
  - 4.** In applicable reporting periods, a report documenting the administration of each survey or focus group meeting required by this Agreement. The University will also provide the response rate to each survey; cumulative results of each survey question; comments provided in the survey, organized by theme; and an analysis of each survey's results as required by the terms of Section 7.



5. A copy of all sexual harassment and retaliation complaints against CWRU filed in court or with another federal or state agency.
6. All complaints, concerns, or recommendations relating to the University's Title IX obligations, policies, or procedures received from community members and stakeholders, including members of law enforcement.
7. A description of all new programs or activities or changes to existing programs undertaken by CWRU to improve its sexual harassment response and prevention programs, and timelines for implementation and evaluation of the effectiveness of these changes.



## Section 10. Enforcement

- A.** If the Department chooses to provide feedback on any University policy, procedure, training, or other document subject to Department review and approval, the University will incorporate the Department's feedback unless it disagrees or it is infeasible to do so, in which case the Department and the University will negotiate in good faith to resolve the disagreement. If the Department and the University are unable to agree on revisions within 90 days of the Department's feedback, and the Department determines that the disagreement constitutes substantial non-compliance with the Agreement, the Department may pursue relief under the provisions of this Section after giving the University 30 days' notice of its intent to pursue such relief.
- B.** The United States may enforce the terms of this Agreement, Title IX, the implementing regulations at 28 C.F.R. pt. 54, and all other applicable federal laws and regulations. In the event of an enforcement action brought by the United States, whether under the terms of this Agreement or otherwise, the University reserves all rights to challenge any purported legal, factual, or other basis of the enforcement action. If the United States determines during the course of monitoring the Agreement that the University is not in substantial compliance with any provision of this Agreement, Title IX, or the implementing regulations, the Department will provide the University notice of non-compliance along with the basis for the determination, and a specific description of the matters at issue. The University will have an opportunity to act to correct or otherwise negotiate with the United States for the resolution of non-compliance within 45 days of the notice.
- C.** In the event that the University does not correct non-compliance following notice from the Department and a period of negotiations as set forth in provision 10.B., the United States may initiate judicial proceedings to enforce this Agreement, Title IX, or the implementing regulations. The United States agrees that it will not initiate or pursue litigation without first attempting to resolve the issues through negotiation as provided in this Agreement.
- D.** Once the University implements changes required by this Agreement and approved by the Department, the University will not substantively modify those changes during the period of the Agreement without obtaining the Department's written approval, which the Department will not unreasonably withhold.
- E.** If the University, despite its good faith efforts, anticipates that it will be unable to meet any timeline set forth in this Agreement, it will immediately notify the Department of the delay and the reason for it. The Department may provide a reasonable extension of the agreed timeline. If the Department, despite its good faith efforts, anticipates that it will be unable to meet any timeline set forth in this Agreement, it will notify the University of the delay.
- F.** For the duration of this Agreement, the University, including but not limited to the Office of Equity, will preserve and maintain all records and documents, including all electronically stored



information, pertinent to its compliance with the Agreement, and will provide information to the United States upon request.

- G.** The Department will evaluate the University’s compliance with this Agreement during the first year of the Agreement. If the Department determines the University requires additional resources to reach compliance with the Agreement, the Department can require the University to retain a Department-approved consultant to facilitate CWRU’s compliance.
- H.** The Department retains the right to evaluate the University’s compliance with this Agreement, including the right to conduct site visits, observe trainings, interview University employees and students (individually or through focus groups), and request any relevant additional information, reports, or data, including the investigative reports and files of the Office of Equity, as are necessary for the Department to determine whether the University has fulfilled the terms of this Agreement and is in compliance with federal law.
- I.** In the event of substantive changes to other regulations governing the application of Title IX (specifically 34 C.F.R. § 106), this Agreement will remain in effect, and the Department and the University agree to meet and confer if conflicts arise.
- J.** By signing this Agreement, the University agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. To ensure compliance with this Agreement, the Department may require additional monitoring reports or the ability to inspect data or other information maintained by the University as determined necessary by the Department.



## **Section 11. Terms and Termination**

- A.** This Agreement will be in effect through the 2025-2026 academic year and will not terminate until at least 90 days after the Department has received all reporting related to the 2025-2026 school year, as required by this Agreement, and all other information requested by the Department, as permitted by this Agreement.
- B.** This Agreement is binding upon the University, including its principals, administrators, representatives, successors in interest, and legal representatives.
- C.** If any part of this Agreement is for any reason held to be invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, that decision will not affect the validity of any other part of the Agreement. The University and the Department will meet within 15 days of any decision to negotiate in good faith whether the Agreement should be revised or supplemented in response to the court's decision.
- D.** This Agreement is entered for the purpose of voluntarily resolving the issues identified by the Department's compliance review and is not, and will not be construed as, an admission of liability by the University.
- E.** This Agreement will not bar any individual from pursuing a complaint under Title IX against the University.



**SIGNATURES OF PARTIES TO THE AGREEMENT**

**For Case Western Reserve University:**

Peter M. Poulos  
Vice President, General Counsel  
Case Western Reserve University  
10900 Euclid Ave  
Cleveland, OH 44106  
(216) 368-0661  
Peter.Poulos@case.edu

Eric W. Kaler  
President  
Case Western Reserve University  
10900 Euclid Ave  
Cleveland, OH 44106  
(216) 368-5094  
Eric.Kaler@case.edu

**For the United States:**

REBECCA C. LUTZKO  
U.S. Attorney for the Northern District of  
Ohio

PATRICIA M. FITZGERALD  
J. JACKSON FROLIKLONG  
Assistant United States Attorneys  
U.S. Attorney's Office  
Northern District of Ohio  
801 West Superior Avenue  
Suite 400  
Cleveland, OH 44113  
(216) 622-3779  
Patricia.Fitzgerald2@usdoj.gov  
(216) 622-3818  
Joseph.Froliklong@usdoj.gov

KRISTEN CLARKE  
Assistant Attorney General

SHAHEENA A. SIMONS, Chief  
WHITNEY M. PELLEGRINO, Principal Deputy Chief  
AMANDA K. DALLO, Deputy Chief  
ALYSON R. SCHWARTZ, Trial Attorney  
AZIZ AHMAD, Trial Attorney  
Educational Opportunities Section  
Civil Rights Division  
United States Department of Justice  
150 M Street NE  
Washington, DC 20002  
(202) 598-0244  
Alyson.Schwartz@usdoj.gov  
(202) 305-3355  
Aziz.Ahmad@usdoj.gov

Date: August 22, 2023



## APPENDIX A - Reporting Deadlines

The following table summarizes the University’s deadlines and reporting deadlines to the Department as required by the terms of this Agreement.

<b>REQUIREMENTS</b>		<b>DEADLINE</b>
<b>Section 1. Notice of Nondiscrimination</b>		
<input type="checkbox"/>	Submit revised notice of nondiscrimination and indicate where and how it will appear in University documents and websites	By <b>9/21/2023</b> (Within 30 days)
<b>Section 2. Reporting Structure and Resources</b>		
<input type="checkbox"/>	Submit proposal for change to Office of Equity reporting structure	By <b>10/6/2023</b> (Within 45 days)
<input type="checkbox"/>	Submit proposal for funding allocation for development of materials, outreach, and staffing	By <b>10/6/2023</b> (Within 45 days)
<b>Section 3. Policies, Procedures, and Protocols</b>		
<input type="checkbox"/>	Submit revised policies, procedures, and protocols, and identify which, if any, will be rescinded	By <b>11/20/2023</b> (Within 90 days)
<input type="checkbox"/>	Publish notice of revisions on Key CWRU Websites and via email to students and employees	15 days after finalizing Department-approved policies
<input type="checkbox"/>	Submit documentation showing the revised policies and procedures were published as required	15 days after publishing notice
<b>Section 4. Informational Materials</b>		
<input type="checkbox"/>	Submit comprehensive communications plan for developing campus-wide informational materials, targeted materials, and campaigns, and updating websites	By <b>12/20/2023</b> (Within 120 days)
<input type="checkbox"/>	Submit informational material for review and approval	By date specified in communications plan
<input type="checkbox"/>	Submit updated copies of informational materials to be used during school years	Within 90 days of the start of each school year for campus-wide materials ( <b>11/27/2023, 11/25/2024, 11/24/2025</b> ) and final day of each semester for targeted materials
<b>Section 5. Greek Life</b>		
<input type="checkbox"/>	Targeted programming	Twice per school year
<input type="checkbox"/>	Informational materials sent via email	15 days after finalizing Department-approved policies
<input type="checkbox"/>	External body protocol	By <b>12/20/2023</b> (Within 120 days)
<input type="checkbox"/>	Retaliation procedures	By <b>12/20/2023</b>



		(Within 120 days)
<input type="checkbox"/>	Coordination meeting	By January 31 and July 31 of each year

<b>Section 6. Training</b>		
<input type="checkbox"/>	Submit detailed description of required trainings	By <b>12/20/2023</b> (Within 120 days)
<b>Section 7. Campus Engagement</b>		
<input type="checkbox"/>	Submit proposed campus-wide survey and proposed Greek specific survey questions	By <b>1/19/2024</b> (Within 150 days)
<input type="checkbox"/>	Provide report outlining results and recommendations of student survey	Annually, 90 days after completion of survey
<input type="checkbox"/>	Provide report outlining results and recommendations of Greek specific survey	90 days after completion of survey
<input type="checkbox"/>	Provide report outlining results and recommendations of student focus group meetings (if applicable)	90 days after completion of meetings
<input type="checkbox"/>	Townhall events	By the end of the spring semester of each year
<input type="checkbox"/>	Student engagement proposal	By end of the spring 2024 semester
<b>Section 8. Internal Monitoring</b>		
<input type="checkbox"/>	Results of internal audit and remedial actions	Annually
<input type="checkbox"/>	Results of trend analysis	Annually
<b>Section 9. Reporting Requirements</b>		
<input type="checkbox"/>	Produce a monitoring report	By January 31 and July 31 of each year