

## **Title IX Agreement Updates: June 2021**

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|----|-------------|---|
| 1A | Completed   | Sanction revised  |
| 1B | Completed   | Prohibited conduct definitions revised  |
| 1C | Completed   | Anonymous feedback and comment platform developed   |
| 1D | Completed   | Timeline for cases revised  |
| 1E | Completed   | Weekly updates for parties revised  |
| 1F | Completed   | Policy revised – copy of case materials upon request provided to parties  |
| 1G | Completed   | Policy revised – No contact/no communication directives   |
| 2A | Completed   | Annual report reformatted to include aggregate demographic data   |
| 2B | Completed   | Clery committee formed  |
| 2C | Completed   | Contracted with D. Stafford to complete Clery Report review   |
| 3A | In Progress | Safety Cellular App (LiveSafe implementation Summer 2021)   |
| 3B | Completed   | Blue Boxes are checked on monthly basis   |
| 3C | Completed   | HEDS Climate Survey   |
| 3D | Completed   | Faculty and Staff Training - How to professionally and compassionately support survivors (YWCA and DVSCP advocates developed) |
| 3E | Completed   | Policy revised – persons in positions of authority are subject to disciplinary action following allegations                   |
| 3F | Completed   | Policy revised – persons in position of authority will be assessed to determine employment status after allegations reported  |
| 3G | In progress | Staff Psychologist/Counselor and Trauma Prevention and Education Coordinator Position Search in progress                      |
| 3H | Completed   | Information about legal options posted to website   |

The Title IX Agreement items include:

1. Amend our sexual harassment and misconduct policy and procedures, on or before February 17, 2020, as follows:

a. Expulsion for any individual found responsible for more than one incident of sexual assault, or found responsible for one incident of rape. For clarity sake, rape will be defined according to PA statutory law until such time any other definitions are developed pursuant to 1b.

b. All types of sexual assault and misconduct will be defined in Dickinson's sexual misconduct policy and procedures (hereafter referred to as 'Policy'), including but not limited to intimate partner/dating violence, emotional and verbal abuse, rape, (all of which will be LGBTQ+ inclusive and multiculturally aware) and for each type of sexual assault and misconduct there will be a recommended range of sanctions for those found responsible. Due to the complexity of deliberating and crafting these types of sexual assault and corresponding definitions, the President's Working Group on Sexual Harassment, Sexual Misconduct and Title IX (hereafter referred to as 'Working Group') will have until May 1, 2020 to develop them and update the Policy accordingly.

c. After the changes outlined in this Agreement have been made, no substantive changes will be made to the Policy until there has been a minimum 30-day review and comment period. The Working Group will determine whether any proposed change made to the Policy is considered substantive. Proposed changes to the Policy will be provided to the Student Senate, Enrollment and Student Life Committee, and the Working Group for input and recommendations before the College makes a final decision on implementation. A system will be established so anonymous online comments can be submitted by all faculty, staff, and students. If one-third or more of the comments received object to the proposed Policy changes, further review will be deemed warranted, with such review being conducted by the Working Group. The Office of Institutional Effectiveness will determine how to best implement the anonymous system, and the Working Group, in concert with Institutional Effectiveness, will develop a system on how to track, record and report out to campus on the comments made in the system. The Working Group will report on their progress on or before May 1, 2020.

d. Dickinson College agrees it will endeavor to the best of its ability to complete all Title IX cases within 60 calendar days. For a Title IX case to last longer than 60 days, extenuating circumstances beyond the control of Dickinson College should exist that support a decision to delay. If due to these extenuating circumstances completion within the 60- day timeframe is not possible, Dickinson College agrees it will inform the complainant(s) and respondent(s) (hereafter referred to as 'Parties') in writing. Dickinson College agrees that no Title IX investigation should last longer than 100 calendar days and will make all best efforts to complete each case within that extended time period.

e. The Parties in all Title IX cases will be explicitly given the option at the start of their investigation to receive weekly updates on the progress of their investigation and case. These updates will continue until either the case concludes or a party requests that they receive updates less frequently or that no additional updates be given.

f. Parties involved in Title IX cases that are initiated after the signing of this Agreement will be permitted to request and receive a copy of any and all materials related to their Title IX investigation and determination, including, but not limited to a copy of any audio recordings and transcripts of interviews provided by either party during the investigation. Any Party to a case, whether past or present, will be permitted to request and receive a copy of materials that the requesting Party provided and interview transcripts from interviews with which the requesting Party participated – subject to the College records retention policy. Note, however, that Parties and witnesses will be given an opportunity to object to disclosure of any material, and may be required to sign a document authorizing release of their information. Both Parties will also be permitted to keep a copy of the final investigation report. The College maintains the right to redact personally identifiable information from any document or record, and to refrain from disclosing drafts and work product that are not the final investigative report, and any other document or record in order to maintain compliance with applicable laws. The Policy will link to the Dickinson document retention policy, allowing Parties to quickly access information pertaining to how long the College will maintain records before destroying them. The rights of Parties to cases currently ongoing or previously adjudicated will be governed by the Policy then in effect at that specific time the case was initiated, unless both Parties agree to be governed by a later amendment to the Policy.

g. No Contact Directives will not be removed, even after a case has been completed, unless agreed to in writing by the Parties. A range of possible sanctions will be listed for those found in violation of No Contact Directives.

2. Amend our sexual harassment and misconduct reporting process, on or before May 1, 2020, as follows:

a. The Title IX office annual report will include in the report the specific allegation, the outcome (of responsibility or not), the sanction applied (if applicable), and the duration of each investigation, as well as available aggregated demographic data (race, color, national origin, gender identity, sexual orientation, disability status, religion, and sex). Dickinson may at times need to omit information from the publicly available report to protect personally identifiable information.

b. A Clery Committee will be formed to ensure accuracy of reported data on the annual security report; the Committee will include members of all facets of the College (faculty, staff, and students). The Institutional Effectiveness office will also be involved with reviewing and vetting the accuracy of the data.

c. An external consultant or agency will be engaged to annually review all data included in the College's Title IX office annual report and any and all filings or reports created in compliance with the Clery Act.

3. Amend our sexual harassment and misconduct related practices, as soon as reasonably practicable but no later than July 1, 2021, as follows:

a. Implement a safety cellular phone application that allows campus members instant (one-button) access to emergency personnel.

b. Emergency Blue Boxes are currently and will continue to be checked monthly to ensure they are operational, and staff will be trained and knowledgeable on how they work.

c. Conduct, through a 3rd party vendor, an annual Sexual Assault Climate Survey, that anonymously collects the same demographic information in the Title IX annual report. The survey will provide open-ended response options for reporting race and ethnicity, gender identity, and sexual orientation/identity. The Working Group will be involved in reviewing, analyzing, and disseminating the data to campus. The information will be disseminated to all faculty, staff, and students annually during the academic year.

d. All faculty and staff will receive training on understanding and dealing professionally and compassionately with individuals who have undergone trauma related to sexual assault, while also being sensitive to individuals' social identities, including race, color, immigration status, national origin, gender identity, sexual orientation, disability status, religion, and sex. Students can report infractions to not only administrative offices but also our online concerns portal. Faculty and staff found in violation of our expectations or professionalism will face disciplinary proceedings promptly.

e. Faculty, staff, or students in positions of authority who are found in violation of our sexual harassment and misconduct policy will face disciplinary proceedings.

f. When an allegation is made against a faculty, staff, or student in positions of authority, there will be an assessment regarding the individual's ability to remain in their current position and, if it is

determined that a conflict exists, the individual will be either moved to a different position or suspended with or without pay until the investigation is complete and a decision is made.

g. The College will hire an investigator and a full-time counselor whose primary responsibility on campus will be to work with students who have experienced trauma (although they may also serve as a generalist therapist when trauma-focused caseload allows). The successful candidate will have training and experience in working with individuals who are currently or have experienced trauma. An after-hours trauma counselor will also be made available 24/7 while students are on campus. These professionals will be competent in working with students with sexual assault while also being sensitive to individuals' social identities, including racial trauma, as well as with multi-cultural and LGBTQ+ perspectives and experiences. The search for a full-time investigator and counselor will make a targeted effort to identify and hire candidates from underrepresented groups qualified for and interested in the position. The College will investigate reinstating the Prevention Educations and Advocacy Center.

h. Resources and support about available legal options will be made available to all students through trainings and on the school's website. This will include contact information for entities that may be able to provide free or low-cost legal advice or advocacy for students, including for international and undocumented students. The College will explore the feasibility of creating a legal fund where people can donate, with the proceeds being accessible to individuals involved in a case implicated by the Policy.