



U.S. Department of Justice

Civil Rights Division

SJSU

Summary of
Resolution Agreement
between
The United States of America
and
San José State University





Overview

Under Title IX of the Education Amendments of 1972 (“Title IX”), students, faculty, and staff alike are entitled to an educational environment free of discrimination on the basis of sex. In June 2020, the Educational Opportunities Section of the U.S. Department of Justice’s Civil Rights Division in coordination with the U.S. Attorney’s Office for the Northern District of California (collectively, the “Department” or “United States”) initiated a Title IX compliance review of San José State University (“SJSU”), looking at SJSU’s response to reports of employee-on-student sexual harassment involving an athletic trainer (the “Athletic Trainer”) and reports of retaliation against two SJSU Athletics employees (Employees “A” and “B”).

During the course of the investigation, SJSU fully cooperated and worked in good faith with the Department. The Department found that SJSU failed to comply in certain respects with Title IX’s prohibitions against sex discrimination. SJSU disputes the Department’s findings. Rather than the Department conducting further investigation and/or the parties addressing these disputed issues through litigation, SJSU and the United States have entered into a Resolution Agreement (“Agreement”).

This Summary provides an overview of the Agreement, which can be found in its entirety on the Department’s [website](#). ***The objective of this Summary is to provide transparency to the SJSU community about the United States and SJSU’s shared goal of ensuring Title IX compliance and to help students and employees understand their rights under Title IX.***





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Section 1: Campus Title IX and Personnel Structure

Highlights

- SJSU’s **Title IX and Gender Equity Officer** (referred to here as “Title IX Coordinator”) is responsible for overseeing compliance with, and implementation of, all Title IX-related policies, grievance procedures, and training at SJSU.
- The Title IX Coordinator will **oversee all Title IX Personnel and Title IX Liaisons**. **Title IX Personnel** and **Title IX Liaisons** will receive additional training and job clarity for their roles.
- The Title IX Office will receive sufficient funding to recruit, hire, and train the Title IX Coordinator, Deputy Title IX Coordinator, a minimum of **two qualified Title IX Investigators** and an administrative assistant; effectively respond to reports of sex discrimination; develop informational materials; and conduct outreach.

Title IX Personnel Structure



On-Campus
Title IX Office



Title IX
Coordinator



Deputy Title IX
Coordinator



Title IX
Investigator



Title IX
Investigator



Administrative
Assistant

Deadline:

Overview of updates to Title IX Office and Title IX Liaison role due **90 days** from date of Agreement.



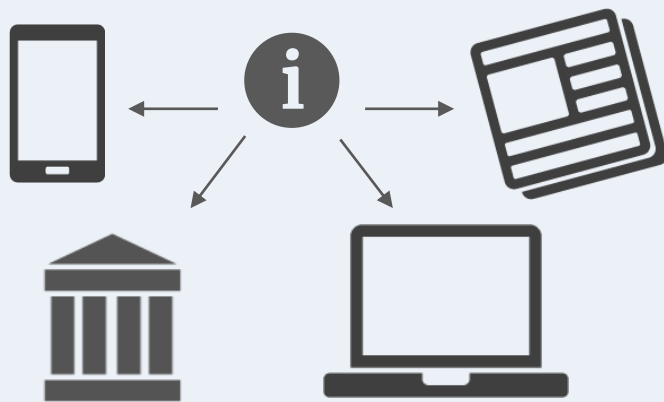


Section 2: Notice of Nondiscrimination

Highlights

SJSU's **notice of nondiscrimination policy** states that SJSU neither discriminates nor tolerates discrimination on the basis of sex in its education programs and activities.

SJSU will **widely disseminate** its notice of nondiscrimination policy, including the Title IX Coordinator's **complete contact information** (name, on-campus office location, email address, and telephone number that is accessible by text messaging).



The notice of nondiscrimination policy will be included in **all of the following locations**:

- All student and employee handbooks;
- Athletics handbooks;
- Housing handbooks and manuals;
- Course catalogs;
- The SJSU Title IX webpage; and
- The SJSU Athletics website.

Deadline:

Notice of nondiscrimination posted in web-based locations within **30 days** from date of Agreement. Notice of nondiscrimination published in all other locations within **30 days** of receiving any Department feedback on the notice.





Section 3: Procedures and Protocols

Highlights

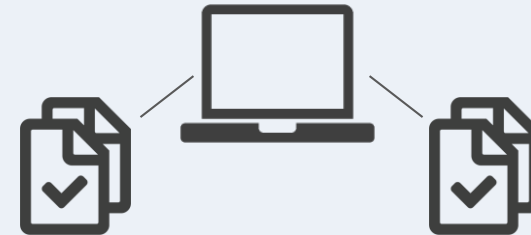
SJSU will maintain a **comprehensive and secure case management database** for all reports of sex discrimination. Access to these reports will be **limited** to designated Title IX Personnel and administrators where necessary to effectuate supportive measures, remedies, or University policy.

SJSU will establish **internal operating protocols** for the Title IX Coordinator to collaborate with other SJSU offices and administrators. The protocols should include processes for:

- Discussing trends in reported incidents of sexual harassment;
- Determining and assessing the efficacy of supportive measures and remedies; and
- Communication between the SJSU University Police Department and the Title IX Coordinator.

SJSU will revise its records retention policies to ensure that:

- Records related to alleged sex discrimination are **retained for at least 7 years** from the date of the initial report; and
- Records related to reports of sexual harassment involving employee respondents are further retained for at least **7 years from the date of the employee's final date of employment.**



Deadline:

Draft internal operating protocols due **90 days** from date of Agreement. Protocols linked on SJSU Title IX webpage **15 days** after the protocols are finalized.





Section 4: Informational Materials and Outreach

Highlights

SJSU will develop or revise **user-friendly informational materials for students and employees** that describe:

- University systemwide Title IX policies and procedures, including explaining what conduct is prohibited, the complaint process, and campus resources;
- Options for reporting sexual harassment that include contact information for the Title IX Office; and
- The role of Title IX Personnel and Title IX Liaisons in supporting the Title IX Coordinator.

SJSU will also develop **informational materials for employees** that explain their responsibilities upon receiving a report of sexual harassment.

SJSU will **regularly disseminate** these informational materials through a variety of online and hard copy postings.

The Agreement will be posted on the SJSU Title IX webpage, along with updates of SJSU's compliance with the Agreement, until the expiration of the Agreement.

Additionally, SJSU commits to providing **appropriate staffing** for on-campus resources that support students who have been impacted by sexual harassment. These resources include, at a minimum, SJSU's Title IX Office, Campus Survivor Advocate, Student Health Center, and Counseling and Psychological Services.



Deadline:

Confirmation of appropriate funding for on-campus resources and proposed drafts or revisions of informational materials due **120 days** from date of Agreement.





Section 5: SJSU Athletics



Highlights

SJSU will remedy the **sexual harassment** by the Athletic Trainer. Specifically, SJSU will:

- **Contact all female intercollegiate student-athletes** from August 2006 to August 2020; and
- Offer **financial relief** and/or **supportive measures and remedies** to all individuals found to have been subjected to sexual harassment by the Athletic Trainer.

SJSU has corrected a negative performance evaluation for Employee A and confirmed that the personnel file of Employee B contains no documents negatively referencing protected activity under Title IX.

The Title IX Coordinator will work closely with the Athletics Director to:

- Regularly **engage with the Student-Athlete Advisory Committee** to discuss trends in student-athlete experiences and develop proactive prevention measures; and
- Coordinate annual meetings with all student athletic teams.

SJSU has revised and implemented an interim **Sports Medicine Chaperone Policy**, which the Department is reviewing. SJSU is also **conducting a review** of the Sports Medicine and Athletics Training Program and will recommend changes aimed at preventing sexual harassment by athletic trainers.

Deadline:

Outreach to female student-athletes due **60 days** from date of Agreement. Revisions to Athletic Training Program policies and protocols due **120 days** from date of Agreement.





Section 6: Training

Highlights

SJSU will continue providing **mandatory annual Title IX training to all students and employees**. SJSU will also:

- Provide **live** Title IX training to students during orientation; and
- Hold at least **two campus-wide events** annually addressing preventing sex discrimination.

The trainings will cover topics such as:

- **Title IX rights, University policies and procedures** related to sex discrimination, how to report, and **supportive measures and remedies** available to those impacted by sexual harassment and retaliation;
- The responsibilities and contact information of **Title IX Personnel**; and
- **Employee reporting obligations**.

Student-athletes and **SJSU Athletics employees** will receive additional annual Title IX training tailored to the student-athlete experience. SJSU Athletics employees, including athletic trainers and clinicians who work with trainers, will be trained on **informed consent during medical treatment**.

The **University Police Department** will be trained annually on topics such as trauma-informed investigative techniques, collecting and preserving evidence of sexual assault, and eliminating potential bias based on sex (including gender identity and sexual orientation) in policing.

Title IX Personnel will receive annual training focused on the campus-level implementation of University systemwide Title IX policies. **Title IX Liaisons** will receive annual training tailored to their roles and responsibilities.

Deadline:

Detailed overview of each training due **120 days** from date of Agreement.





Section 7: Surveys

Highlights

SJSU will conduct a **campus-wide survey for all students and employees** during the 2023-2024 academic year to assess SJSU's effectiveness in carrying out its Title IX obligations and gather information about student and employee knowledge of Title IX resources.

SJSU will **survey student-athletes** during the spring semester of the 2021-2022 and 2023-2024 academic years to assess SJSU's effectiveness in carrying out its Title IX obligations. The survey will:

- Gather information about **the frequency of sexual harassment** in SJSU Athletics; and
- Offer student-athletes the opportunity to **provide feedback**.

SJSU will use survey results to develop **recommendations** and inform the Athletics Director's actions to improve the student-athlete experience.

SJSU will also **survey SJSU Athletics employees** during the spring semester of the 2021-2022 and 2023-2024 academic years to evaluate employees':

- Understanding of their **reporting obligations** related to sexual harassment;
- **Knowledge of specific sexual harassment and retaliatory** behaviors prohibited by University policy; and
- Awareness of **reporting options and pathways**, as well as existing barriers to reporting.

SJSU will review survey results and **take steps** as needed to address the results.

Deadlines:

Proposed survey questions due **60 days** before administration of survey. Survey results and SJSU's recommendations due **90 days** after the completion of each survey.





Section 8: Reporting Requirements

Highlights

SJSU will report to the Department:

- Documentation of all reports of sexual harassment and retaliation involving **any student-athlete or SJSU Athletics employee** and SJSU's response to such reports;
- **Analysis of patterns in sexual harassment and retaliation cases** involving students;
- Documentation of **trainings** and **surveys** required by the Agreement;
- Documentation of **meetings** between SJSU Athletics leaders and Student-Athlete Advisory Committee and student athletic teams;
- **Written concerns or recommendations** received by the Title IX Office or Office of the President relating to SJSU's Title IX obligations; and

- Any **new programs or activities** by SJSU aimed at improving its sexual harassment prevention and response.



Deadline:

Reports due every 6 months, by **January 31** and **July 31** of each year covered by the Agreement.





Section 9: Enforcement

Highlights

- SJSU will work with the Department to respond to **the Department's feedback** on proposed processes, protocols, procedures, and trainings.
- SJSU will seek **approval** from the Department before publishing final, revised documents required by the Agreement.
- The Department can **monitor** SJSU's compliance by conducting on-site meetings with students, employees, and SJSU leadership; observing trainings; and requesting additional documents from SJSU.

Section 10: Terms & Termination

Highlights

- The Agreement is binding upon SJSU, its principals, administrators, representatives, and legal representatives.
- The Agreement will be in effect through the **2024-2025 academic year**.
- The Agreement does not bar any person from pursuing a complaint under Title IX against SJSU.





Contact Information

San José State University

If you have concerns about sex discrimination, including sexual harassment or retaliation, at San José State University, please reach out to SJSU's Title IX Office.

Contact SJSU's Title IX Office:

TitleIX@sjsu.edu

408-924-7290

You may also submit a complaint to SJSU's Title IX Office through its online [Incident Reporting Form](#).

U.S. Department of Justice, Civil Rights Division, Educational Opportunities Section

If you have questions, concerns, or information that you think may be relevant to the Department's Title IX investigation of SJSU, please contact the Department's dedicated email address or phone line.

Contact the Department's Civil Rights Division:

Community.SJSU@usdoj.gov

1-833-591-0289

You may also submit a complaint to the Department through the [Civil Rights Division Complaint Portal](#).

