



# Equity & Compliance

## Nondiscrimination Procedures: Appendix A



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## **APPENDIX A: PROCEDURES FOR NONDISCRIMINATION & OTHER PROHIBITED CONDUCT**

**(Hereinafter “Procedure A”)**

### **1. Overview**

RISD will act on any Report or Formal Complaint of a potential violation of the Nondiscrimination Policy (“the Policy”) that is received by Equity & Compliance or any other Mandated Reporter by applying the Resolution Process below.

The procedures described below apply to all allegations of discrimination, discriminatory harassment, retaliation, and/or Other Prohibited Conduct involving students, staff, faculty members, or third parties. Unionized employees are subject to the terms of their agreements/employees’ rights to the extent those agreements do not conflict with federal or state compliance obligations.

Procedure A is applicable to Nondiscrimination & Other Prohibited Conduct. Procedure A is also applicable when Equity & Compliance determines Procedure B is inapplicable or offenses subject to Procedure B have been dismissed. If Procedure B is applicable, Procedure B must be applied in lieu of Procedure A.

RISD will treat Complainants and Respondents equitably. RISD presumes that the Respondent(s) are not responsible for the alleged discrimination until a determination is made at the conclusion of the appropriate process.

### **2. Reports and Formal Complaints**

A Report provides notice to RISD of an allegation or concern about discrimination, discriminatory harassment, and/or retaliation and provides an opportunity for Equity & Compliance to provide information, resources, and supportive measures. A Formal Complaint provides notice to RISD that the Complainant would like to initiate a Resolution Process. A Complainant or individual may initially make a Report and may decide at a later time to make a Formal Complaint. Reports or Formal Complaints of discrimination, discriminatory harassment, and/or retaliation may be made using any of the following options:

- 1) Submit an online Report using this [link](#), located on the Equity & Compliance [website](#). Anonymous Reports are accepted. Information contained in an Anonymous Report could prompt further inquiry into the Parties’ identities and a response to mitigate harm to others or the community at large, if the Report discloses information including, but not limited to, a threat to harm oneself, another individual, or the community. Anonymous Reports can limit RISD’s ability to investigate, respond, and provide remedies, depending on what information is shared.
- 2) A written Formal Complaint may be filed with Equity & Compliance by emailing [equitycompliance@risd.edu](mailto:equitycompliance@risd.edu), or by mail to Equity & Compliance (20 Washington Place, Providence, RI 02903). Complainants who want to file a Formal Complaint cannot



remain anonymous or prevent their identity from being disclosed to the Respondent, via the written Notice of Investigation and Allegations.

Individuals who file a Report are not required to also file a Formal Complaint. In many situations, RISD is able to respect a Complainant's request to not initiate a Resolution Process. There may be circumstances where RISD needs to initiate a Resolution Process, with or without the Complainant's participation, including if the Report discloses information regarding pattern behavior, allegations of severe misconduct, and/or a compelling threat to health and/or safety. If a Complainant does not wish to file a Formal Complaint, RISD will maintain the privacy of information to the extent possible.

- 3) Reports may also be made to the following individuals who are required to notify Equity & Compliance of all available information:

**Department of Public Safety**

South Hall, ground floor  
30 Waterman Street  
Providence, RI 02903

24/7 phone number: 401 454-6666

Reports can be made anonymously. Public Safety can also provide assistance with filing a report with Providence Police.

RISD Public Safety Officers are Emergency Medical Technicians – available 24/7

**Residence Life**

South Hall, first floor  
30 Waterman Street  
Providence, RI 02903

401 454-6650

24/7: 401 454-666

Additionally, Resident Advisors (RAs) are on-call and hold office hours every evening from 7 pm - 9 pm in their building/area.

**Human Resources**

20 Washington Place, third floor

[humres@risd.edu](mailto:humres@risd.edu)

401 454-6606

Individuals may disclose their experience(s) to a supervisor, faculty or staff member, or any other non-confidential RISD employee who will then share that information with Equity & Compliance, per the Mandatory Reporter requirements outlined in this Policy.

Upon receipt of a Report or a Formal Complaint of an alleged Policy violation, Equity & Compliance will initiate a prompt initial assessment to determine RISD's next steps. Equity & Compliance will contact the Complainant, if the identity of the Complainant is known, to offer supportive measures, provide information regarding resolution options, and determine how they wish to proceed. Equity & Compliance may contact the source of the Report if the identity of the Complainant is not known in order to obtain available identifiable information for the Complainant.



### **3. Counter-Complaints**

RISD is obligated to ensure that the Resolution Process is not abused for retaliatory purposes. Although RISD permits the filing of Counter-Complaints, Equity & Compliance will use an initial assessment, described above, to assess whether the allegations in the Counter-Complaint are made in good faith. When Counter-Complaints are not made in good faith, they will not be permitted and dismissed accordingly. Further, Counter-Complaints not made in good faith may be considered potentially retaliatory and may constitute a violation of the Policy.

Counter-Complaints determined to have been reported in good faith will be processed using the Resolution Process. At Equity & Compliance's discretion, investigation of such claims may take place concurrently, or after resolution of the underlying initial Complaint. Such claims may also be consolidated at the discretion of Equity & Compliance, provided that such claims arise out of the same set of facts or meet the criteria necessary for consolidation pursuant to this Policy.

### **4. Supportive Measures**

Equity & Compliance will offer and implement appropriate and reasonable supportive measures available to the Parties following a Report of alleged discrimination, discriminatory harassment, and/or retaliation. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate and reasonably available. They are offered, without fee or charge to the Parties, to restore or preserve access to RISD's education programs and/or activities, including measures designed to protect the safety of all Parties and/or RISD's educational environment and/or to deter discrimination, discriminatory harassment, and/or retaliation.

Equity & Compliance will offer supportive measures to the Parties upon receiving a Report or a Formal Complaint. At the time that supportive measures are offered, if a Form47a1 Complaint has not been filed, RISD will inform the Complainant that they may file a Formal Complaint with RISD either at that time or in the future. Supportive measures cannot be implemented retroactively, and can only go into effect once Equity & Compliance has been notified of the alleged discrimination, discriminatory harassment, and/or retaliation; excluding extenuating circumstances as deemed by Equity & Compliance.

Equity & Compliance will maintain the confidentiality of the supportive measures, provided that confidentiality does not impair Equity & Compliance's ability to provide those supportive measures. Equity & Compliance will act to ensure as minimal an academic/occupational impact on the Parties as possible. Equity & Compliance will implement measures as appropriate, as reasonably available, and without unreasonably burdening a Complainant or Respondent.

These actions may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services;
- Referral to the Employee Assistance Program;
- Referral to community-based service providers;
- Referral to visa and immigration assistance;
- Referral to student financial aid counseling;
- Education to the institutional community or community subgroup(s);



- Altering campus housing assignment(s);
- Altering work arrangements for employees or student-employees;
- Safety planning;
- Providing campus safety escorts;
- Providing transportation assistance;
- Implementing contact limitations (No Contact Directives) between the Parties;
- Requesting academic support, extensions of deadlines, or other course/program-related adjustments;
- No-Trespass orders;
- Timely warnings;
- Class schedule modifications, withdrawals, or leaves of absence;
- Increased security and monitoring of certain areas of the campus; and/or
- Any other actions deemed appropriate by Equity & Compliance.

No Contact Directives are issued by Equity & Compliance and, typically, will instruct the Parties to refrain from having contact with one another, directly or through intermediaries, whether in person and/or via electronic means; and may restrict access to some campus-buildings. Temporary No Contact Directives are issued by Residence Life and/or the Department of Public Safety and, typically, will provide the same instructions as a No Contact Directive. A Temporary No Contact Directive will remain in place until Equity & Compliance, and/or Student Conduct + Community Standards reviews the report and circumstances that led to the issuance of the Temporary No Contact Directive. Equity & Compliance and/or Student Conduct + Community Standards will determine if the Temporary No Contact Directive will be upheld and result in an official No Contact Directive, or if the Temporary No Contact Directive will be lifted. No-Trespass Orders are issued by the Department of Public Safety and restrict an individual's access to be on or in any RISD properties without the prior written, expressed permission of the Department of Public Safety. Violations of No Contact Directives, No-Trespass Orders, and/or other restrictions may be referred to appropriate RISD office(s) for enforcement under their applicable policies and/or added as collateral misconduct allegations to an ongoing Formal Complaint under this Policy. Violations of No-Trespass Orders may also result in arrest or prosecution.

It is the expectation, under this Policy, that faculty, staff, and other individuals who supervise or maintain equivalent authority over students or employees, work collaboratively with Equity & Compliance, on a case-by-case basis, to implement a Party's requested supportive measure(s), to the extent that the requested supportive measures do not fundamentally alter course or position-related learning objectives, outcomes, expectations and/or requirements. Failure to do so may result in the individual being held accountable under this Policy and its Procedures for Failure to Comply.

## **5. Initial Assessment**

Equity & Compliance conducts an initial assessment typically within seven (7) business days of receiving a Report or Formal Complaint of alleged misconduct.<sup>1</sup> The initial assessment typically includes:

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<sup>1</sup> If circumstances require, RISD will designate another person to oversee the Resolution Process should an allegation be made about Equity & Compliance or its staff or should Equity & Compliance staff be otherwise unavailable, unable to fulfill their duties, or have a conflict of interest.



- Assessing whether the reported conduct may reasonably constitute a violation of the Policy;
  - If the conduct would not, even if proven as alleged, reasonably constitute a violation of the Policy, the matter is typically dismissed from this process, consistent with the dismissal provision in these Procedures. If applicable, it may then be referred to another process and/or addressed through remedies.
- Determining whether RISD has jurisdiction over the reported conduct, as defined in the Policy;
  - If the conduct is not within RISD's jurisdiction, the matter is typically dismissed from this process, consistent with the dismissal provision in these procedures. If applicable, the conduct will be referred to the appropriate RISD office for resolution and/or addressed through remedies.
- Offering and coordinating supportive measures for the Complainant, as applicable;
- Offering and coordinating supportive measures for the Respondent, as applicable;
- Notifying the Complainant of the Resolution Process options;
- Determining whether the Complainant wishes to make a Formal Complaint or if Equity & Compliance needs to initiate a Formal Complaint;
- Notifying the Respondent of the Resolution Processes, including an Informal Resolution option, if a Formal Complaint is filed.

### ***Review of Resolution Process Options with Complainant***

If the Complainant indicates they wish to initiate a Formal Complaint (in a manner that can reasonably be construed as reflecting intent to make a Formal Complaint), Equity & Compliance will conduct an initial assessment and review the available options with the Resolution Process described hereinafter, with the Complainant. Upon selection by the Complainant, Equity & Compliance can help to facilitate the Resolution Process.

Equity & Compliance will seek to abide by the wishes of the Complainant but may take an alternative approach depending on their analysis of the situation.

If the Complainant elects for a Formal Resolution, Equity & Compliance will provide the Parties with a Notice of Investigation and Allegation(s) and initiate an investigation consistent with these Procedures.

If any Party indicates (either verbally or in writing) that they want to pursue an Informal Resolution option at any time prior to the final determination of the Formal Process, Equity & Compliance will assess whether the matter is suitable for Informal Resolution and proceed accordingly.

If the Complainant indicates (either verbally or in writing) that they do not want any action taken, no Resolution Process will be initiated (unless deemed necessary by Equity & Compliance), though the Complainant can elect to initiate one later, if desired. If no Resolution Process is initiated, Equity & Compliance reserves the right to implement remedies in an effort to stop, remedy the effects of, and prevent the recurrence of alleged discriminatory behavior.

### ***Equity & Compliance Authority to Initiate a Formal Complaint***





If the Complainant does not wish to file a Formal Complaint, Equity & Compliance, who has ultimate discretion as to whether a Formal Complaint is initiated, will offer supportive measures and determine whether to initiate a Formal Complaint. To make this determination, Equity & Compliance will evaluate if there is a serious and immediate threat to someone's health and safety, or if RISD cannot ensure equal access to RISD's education programs or activities without initiating a Complaint. Equity & Compliance will consider the following non-exhaustive factors to determine whether to file a Complaint:

- The Complainant's request not to proceed with the initiation of a Formal Complaint;
- The Complainant's reasonable safety concerns regarding initiation of a Formal Complaint;
- The risk that additional acts of Prohibited Conduct would occur if a Formal Complaint is not initiated;
- The severity of the alleged Prohibited Conduct, including whether the Prohibited Conduct, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the Prohibited Conduct and prevent its recurrence;
- The age and relationship of the Parties, including whether the Respondent is a RISD employee;
- The scope of the alleged Prohibited Conduct, including information suggesting a pattern, ongoing Prohibited Conduct, or Prohibited Conduct alleged to have impacted multiple individuals;
- The availability of evidence to assist a Decision-maker(s) in determining whether Prohibited Conduct occurred; and
- Whether RISD could end the alleged Prohibited Conduct and prevent its recurrence without initiating its resolution process.

If deemed necessary, Equity & Compliance may consult with appropriate RISD employees and/or conduct a violence risk assessment to aid their determination of whether to initiate a Formal Complaint.

When Equity & Compliance initiates a Formal Complaint, they are not a Complainant or otherwise a Party.

## **6. Collateral Misconduct**

Collateral misconduct is defined to include potential violations of other RISD policies not incorporated into the Nondiscrimination Policy that occur in conjunction with alleged violations of the Policy or that arise through the course of the investigation, for which it makes sense to provide one resolution for all charges. Thus, the collateral allegations may be charged along with potential violations of the Policy, which will be resolved jointly under these Procedures. In such circumstances, Equity & Compliance may consult with RISD officials who typically oversee such conduct (e.g., Human Resources, Student Conduct + Community Standards, Academic Affairs) to solicit their input as needed on what charges should be filed. Still, the exercise of collateral charges under these procedures is within the discretion of Equity & Compliance. All other allegations of misconduct unrelated to incidents covered by the Policy will typically be



addressed separately through procedures described in the relevant student, faculty, and staff policies.

## **7. Emergency Removal, Interim Suspension, and Leaves**

Upon receiving a Report of Sexual Assault, Dating Violence, Domestic Violence, Stalking, Sexual Harassment, Discriminatory Harassment<sup>2</sup>, and/or Retaliation,<sup>3</sup> RISD can act to remove a student Respondent from its education program or activities, partially or entirely, on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other individual justifies removal. This risk analysis is performed by the Title IX Coordinator, or designee, and may be done in conjunction with the Threat Assessment Team. Students accused of other forms of discrimination, discriminatory harassment, and/or retaliation are subject to interim suspension, which can be imposed for safety reasons.

Employees are subject to existing procedures for interim actions and leaves at the discretion of Equity & Compliance, and/or in accordance with applicable Human Resources policies and procedures.

RISD may remove a student accused of Sexual Assault, Dating Violence, Domestic Violence, Stalking, Sexual Harassment, Discriminatory Harassment<sup>4</sup>, and/or Retaliation<sup>5</sup> upon receipt of a Report, a Formal Complaint, or at any time during the Resolution Process. Prior to an emergency removal, RISD will conduct an individualized risk assessment and may remove the student if that assessment determines that an immediate and serious threat to the health or safety of a Complainant or any student, employee, or other person, arising from the allegations of Sexual Assault, Dating Violence, Domestic Violence, Stalking, Sexual Harassment, Discriminatory Harassment<sup>6</sup>, and/or Retaliation<sup>7</sup> justifies such action. Students accused of other forms of discrimination, discriminatory harassment, and/or retaliation are subject to interim suspension, which can be imposed for safety reasons.

This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

### **Emergency Removal**

When an emergency removal is imposed, wholly or partially, the affected student will be notified of the action, which will include a written rationale and the option to challenge the emergency removal within two (2) business days of the notification. Upon receipt of a request to challenge, Equity & Compliance will meet with the student (and their Advisor, if desired) as soon as reasonably possible thereafter to allow them to show cause why the emergency removal should not be implemented or should be modified.

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<sup>2</sup> Discriminatory Harassment on the basis of sex.

<sup>3</sup> Retaliation on the basis of sex.

<sup>4</sup> Discriminatory Harassment on the basis of sex.

<sup>5</sup> Retaliation on the basis of sex.

<sup>6</sup> Discriminatory Harassment on the basis of sex.

<sup>7</sup> Retaliation on the basis of sex.



This meeting is not a Hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate, should be modified, or lifted. When this meeting is not requested within two (2) business days, objections to the emergency removal or interim suspension will be deemed waived. A student can later request a meeting to show why they are no longer an immediate and serious threat because conditions related to immediate or seriousness have changed. A Complainant and their Advisor may be permitted to participate in this meeting if Equity & Compliance determines it is equitable to do so.

The Respondent may provide information, including expert reports, Witness statements, communications, or other documentation for consideration prior to or during the meeting. When applicable, a Complainant may provide information to Equity & Compliance for review.

An emergency removal may be affirmed, modified, or lifted by Equity & Compliance as a result of a requested review or as new information becomes available. Equity & Compliance will communicate the final decision in writing, typically within three (3) business days of the review meeting.

This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

### **Interim Suspension**

An interim suspension may be imposed by the Associate Dean of Students, or designee, whenever they have reasonable cause (as determined under the preponderance of evidence standard) to believe that the student poses a significant risk of substantial harm to the health, safety, or well-being of others or to property, and may include and be subject to any additional terms and conditions that the official imposing the interim suspension deems necessary or appropriate in light of the potential harm.

Additionally, when an interim suspension is put in place, a student may lose the ability to continue in student leadership positions (Student Alliance, Resident Advisor, Orientation Leader, Club President/Leader etc.) and/or take part in campus-sponsored activities, which include but are not limited to clubs or social programming. Reinstatement of these privileges is at the discretion of the Vice President of Student Life (VPSL) or their designee.

An interim suspension will be applied and remain in effect until the conclusion of the relevant proceeding, Appeal period, or such earlier time as the official imposing the consequence determines, at their discretion.

A student who has received an interim suspension may petition the VPSL or their designee at any time to request modification or removal of the consequence. Any such petition must include supporting evidence that the reasons for the imposition of the consequence no longer exist and will not recur and that the student meets all normal requirements for readmission. Upon receipt of such a petition, the VPSL or their designee will evaluate the request and may consult with the student and/or others as they deem appropriate. The VPSL or their designee may, on that basis,



deny the petition, grant the petition in whole or in part under specified conditions, or grant the petition in whole or in part without condition.

## **8. Dismissal**

Equity & Compliance **may** dismiss a Formal Complaint if, at any time during the investigation or Resolution Process, one or more of the following grounds are met:

- 1) RISD is unable to identify the Respondent after taking reasonable steps to do so;
- 2) RISD no longer enrolls or employs the Respondent as there is no longer jurisdiction over the Respondent;
- 3) A Complainant voluntarily withdraws any or all of the allegations in the Formal Complaint, and Equity & Compliance declines to initiate a Formal Complaint;
- 4) RISD determines the conduct alleged in the Formal Complaint would not constitute a Policy violation if proven under the preponderance of the evidence standard; or
- 5) Specific circumstances prevent RISD from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.

A Complainant who decides to withdraw a Formal Complaint may later request to reinstate or refile it.

Upon any dismissal, Equity & Compliance will promptly send the Complainant written notification of the dismissal and the rationale. If the dismissal occurs after the Respondent has been made aware of the allegations, Equity & Compliance will also notify the Respondent of the dismissal and the rationale.

This dismissal decision is appealable by any Party. A dismissal does not prevent RISD from implementing measures in an effort to stop the alleged behavior, remedy the effects, and prevent the recurrence.

## **9. Appeal of Dismissal**

Any Party may Appeal a dismissal of a Formal Complaint or any allegations therein. All dismissal Appeal requests must be filed within five (5) business days of the notification of the dismissal. Parties can submit an Appeal of a dismissal of a Formal Complaint or any allegations therein by submitting the Appeal Form linked [here](#).

The grounds for dismissal Appeals are limited to:

- 1) Procedural irregularity that would change the outcome;
- 2) New evidence that would change the outcome and that was not reasonably available when the dismissal was decided;
- 3) Equity & Compliance staff, Investigator, or Decision-maker(s) had a conflict of interest or bias for or against the Parties generally or an individual Party that would change the outcome; and/or
- 4) The dismissal was erroneously granted or denied.



Upon receipt of a dismissal Appeal in writing from one or more Parties, Equity & Compliance will share the Appeal with the other Party and provide five (5) business days for the other Party to respond to the request. The Appeal should specify at least one of the grounds above and provide any reasons or supporting evidence for why the ground is met. The other Party and Equity & Compliance, if applicable, will be invited to respond in writing. At the conclusion of the response period, Equity & Compliance will forward the Appeal, as well as any response provided by the other Party, to the Appeal Officer for consideration.

Throughout the dismissal Appeal process, Equity & Compliance will:

- Implement dismissal Appeal procedures equally for the Parties;
- Assign a trained Appeal Officer who did not take part in an investigation of the allegations, or dismissal of the Formal Complaint or any allegations therein;
- Provide the Parties a reasonable and equal opportunity to make a statement in support of, or challenging, the dismissal and
- Simultaneously notify the Parties of the result of the Appeal and the rationale for the result.

If the Appeal does not provide information or evidence that meets the grounds in this Policy, the request will be denied by the Appeal Officer, and the Parties, their Advisors, and Equity & Compliance will be notified simultaneously in writing of the denial and the rationale.

If any of the asserted grounds in the Appeal satisfy the grounds described in this Policy, then the Appeal Officer will simultaneously notify all Parties and their Advisors, and Equity & Compliance, of their decision and rationale in writing. The effect will be to reinstate the Formal Complaint.

In most cases, Appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific Appeal grounds. The Appeal Officer has ten (10) business days to review and decide on the Appeal, though extensions can be granted at the discretion of Equity & Compliance, and the Parties will be notified of any extension.

Appeal decisions are deferential to the original determination, making changes only if there is a compelling justification to do so.

The Appeal Officer may consult with Equity & Compliance on questions of procedure or rationale for clarification, if needed. Equity & Compliance will maintain documentation of all such consultation.

## **10. Advisors in the Resolution Process**

### **A. Who Can Serve as an Advisor?**

The Parties may each have one Advisor (friend, mentor, family member, attorney, or any other individual a Party chooses) present with them for all meetings, interviews, and/or Hearings within the Resolution Process, including intake. The Parties may select



whomever they wish to serve as their Advisor as long as the Advisor is eligible and available.<sup>8</sup> Having an Advisor is highly encouraged but is not required.

Equity & Compliance can offer a list of trained Advisors who are familiar with the Resolution Process for the Party to choose from, but a Party does not need to choose from this list. RISD cannot guarantee equal Advisory rights, meaning that if one Party selects an Advisor who is an attorney but the other Party does not or cannot afford an attorney, RISD is not obligated to provide an attorney to advise that Party.

A Party may elect to change Advisors during the process and is not obligated to use the same Advisor throughout. Parties are expected to provide Equity & Compliance with timely notification if they change Advisors. If a Party changes Advisors, consent to share information with the previous Advisor is assumed to be terminated, and a release for the new Advisor must be submitted in writing to Equity & Compliance.

Advisors appointed by the institution cannot be Confidential Employees (CAPS and/or Health Services staff) and will not be asked to disclose details of their interactions with the Parties to institutional officials or Decision-maker(s) absent an emergency.

For Parties who are entitled to union representation, RISD will allow the unionized employee to have their Union Representative (if requested by the Party) as well as an Advisor of their choice present for all Resolution-related meetings and interviews. If a Party elects to have both an Advisor and a Union Representative and if the other Party(ies) are not part of a union, the other Party(ies) may have two Advisors to ensure equitable support.

## **B. Advisor's Role in the Resolution Process**

With the Party's permission, Advisors support a Party through each stage of the Resolution Process, including but not limited to:

With the Party's permission, Advisors support a Party through each stage of the Resolution Process, including but not limited to:

- Preparing for meetings, investigation interviews, and/or Hearings with the Party they're advising;
- Accompanying the Party to meetings, interviews, and/or Hearings the Party they are advising is eligible or encouraged to attend;
- Reviewing and inspecting all evidence that is submitted during the Resolution Process, if applicable;

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<sup>8</sup> "Available" means the Party cannot insist on an Advisor who does not have the inclination, time, or availability. Also, the Advisor cannot have institutionally conflicting roles, such as being an administrator who has an active role in the matter, a supervisor who must monitor and implement sanctions, or a faculty member who is academically responsible for one or more Parties. Additionally, choosing an Advisor who is also a Witness in the process creates potential for bias and conflict of interest. A Party who chooses an Advisor who is also a Witness can anticipate that issues of potential bias will be explored by the Decision-maker(s).





- Reviewing the investigation report before the Hearing, if applicable;
- Assisting<sup>9</sup> the Party they are advising in preparing a document/notes, reviewing and editing the document, making suggestions, or identifying any areas in need of clarification; and/or
- Speaking privately with the Party during a break of a meeting, investigation interview, and/or Hearing.

Advisors can help the Parties prepare for each meeting and are expected to advise ethically, with integrity, and in good faith. Advisors may not provide testimony or speak on behalf of the Parties unless given specific permission by Equity & Compliance.

The Parties are expected to ask and respond to questions on their own behalf throughout the Resolution Process. Although the Advisor generally may not speak on behalf of the Party, the Advisor may consult with the Party, either privately as needed, or by conferring during any Resolution Process meeting or interview. For longer or more involved discussions, the Parties and their Advisors should ask for breaks to allow for private consultation.

### **C. Advisors and Privacy/Confidentiality**

Advisors may build relationships of trust and candor with the Parties as resources. When they hold the Advisor role, Advisors do not have any parallel duties to report misconduct disclosed by the Party for which they are advising during the course of a Resolution Process to RISD; for example, Mandated Reporter or Campus Security Authority duties that would ordinarily apply as part of their employment, would not apply if the Party for which they are advising discloses misconduct to their Advisor, in regards to the allegations detailed within the NOIA during the course of a Resolution Process, unless there are health and safety risks to self, to others, or the campus community at large. However, Advisors who do not have a legal privilege under state law (e.g., attorney-client, pastoral, counselor, physician acting within that privileged role) may not be able to maintain the confidentiality of a Party's disclosures outside the RISD process, such as in a civil or criminal court.

### **D. Professional and Ethical Considerations for Advisors**

A Party may disclose information to an Advisor that raises professional or ethical concerns. If an Advisor believes the Party is intentionally making materially false statements, Advisors are expected to remind the Party of RISD policies prohibiting them from doing so and the penalties of additional charges.

Being an Advisor is a voluntary, uncompensated role that requires time, energy, and capacity. If an Advisor is unwilling, unable, or uncomfortable serving as an Advisor, they may recuse themselves from participating at any time by contacting Equity & Compliance. The Party may select another Advisor.

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<sup>9</sup> A Party's documents, statements, comments, edits, responses, etc. must be written by the Party and not by the Advisor on behalf of the Party. An Advisor's role is passive in nature, and the Advisor is prohibited from speaking on behalf of the Party unless otherwise permitted by Equity & Compliance.



### **E. Records Shared with Advisors**

Advisors are entitled to the same opportunity as the Party to access relevant and directly related evidence and/or the same written investigation report that summarizes this evidence at the time the Party is provided access.

Advisors are expected to maintain the confidentiality of the records Equity & Compliance shares with them. Advisors may not disclose any RISD work product or evidence RISD obtained through the Resolution Process for any purpose not explicitly authorized by Equity & Compliance.

### **F. Advisor Expectations**

Equity & Compliance generally expect Advisors to adjust their schedules to allow them to attend Resolution Process meetings/interviews/Hearings when planned, but RISD may change scheduled meetings/interviews/Hearings to accommodate an Advisor's inability to attend if doing so does not cause an unreasonable delay.

RISD may also make reasonable provisions to allow an Advisor who cannot be present in person to attend a meeting/interview/Hearing using an alternate method, such as video conferencing.

All Advisors are subject to the same RISD policies and procedures, whether they are selected by a Party or appointed by Equity & Compliance. Advisors are expected to advise the Parties without disrupting proceedings.

### **G. Advisor Policy Violations**

Any Advisor who oversteps their role as defined by the Policy or who refuses to comply with Equity & Compliance's established rules of decorum will be warned. If the Advisor continues to disrupt or otherwise fails to respect the limits of the Advisor role, the meeting/interview/Hearing may end, or other appropriate measures may be implemented, including Equity & Compliance requiring the Party to use a different Advisor or providing a different RISD-appointed Advisor. Subsequently, Equity & Compliance will determine how to address the Advisor's non-compliance and future role.

Any Advisor who shares information or evidence in a manner inconsistent with the Policy will be held accountable under this Policy and its Procedures for Failure to Comply.

## **11. Resolution Options Overview**

This Resolution Process, consisting of Supportive Resolution, Bias Response Protocol, Informal Resolution, or Formal Resolution is RISD's chosen approach to addressing all forms of discrimination on the basis of protected characteristics, discriminatory harassment, and/or retaliation. The process considers the Parties' preferences but is ultimately determined at Equity & Compliance's discretion.





All individuals present at any time during the Resolution Process are expected to maintain the privacy of the proceedings in accordance with this Policy.

### **A. Supportive Resolution**

Supportive Resolution occurs when Equity & Compliance can resolve the matter informally by providing supportive measures (only) designed to remedy the situation. This process is initiated upon receipt of a Report and can be resolved without a Complaint being filed.

Equity & Compliance will meet with the Complainant to determine reasonable supportive measures that are designed to restore or preserve the Complainant's access to RISD's education program and activity. Such measures can be modified as the Complainant's needs evolve over time or circumstances change.

This option is available when the Complainant does not want to engage the other resolution options and Equity & Compliance does not initiate a Formal Complaint.

### **B. Bias Response Protocol**

All reported bias incidents are handled on a case-by-case basis. Bias incidents that do not rise to the level of discrimination, discriminatory harassment, or sex-based harassment may be navigated under the Bias Response Protocol.

The purpose of the Bias Response Protocol is to connect RISD community members who have been impacted by bias incidents to resources and support and prevent the behavior's recurrence through educational intervention. Reporting bias incidents also enables RISD to gain a better understanding of the types of bias incidents occurring on campus as well as develop appropriate resources and support, educational programming, policies, and intervention strategies. As such, Equity & Compliance reviews the reported incident and provides Parties with the appropriate resources and support.

Some bias incidents may also implicate other RISD policies and procedures within departments, such as Student Conduct + Community Standards, Human Resources, and Academic Affairs. In the event that a bias incident implicates another RISD policy, Equity & Compliance reserves the right to collaborate with the appropriate office(s) to resolve the reported incident(s) under the respective RISD policies and procedures with the goal of stopping the behavior, remedying its effects, and preventing its recurrence. The educational intervention is non-punitive.

### **C. Informal Resolution**

To initiate Informal Resolution, a Complainant or Respondent may make such a request to Equity & Compliance at any time prior to a final determination, or Equity & Compliance may offer the option to the Parties, in writing, at any time prior to a final determination. Equity & Compliance will obtain voluntary, written confirmation that all Parties wish to resolve the matter through Informal Resolution before proceeding and will not pressure



the Parties to participate in Informal Resolution. A Party is not required to first file a Formal Complaint in order to initiate an Informal Resolution—the request for an Informal Resolution may be verbal or written.

Equity & Compliance offers the following types of Informal Resolution:

- 1) Accepted Responsibility<sup>10</sup>** occurs when the Respondent is willing to voluntarily accept responsibility for violating Policy and is willing to agree to actions that will be enforced similarly to sanctions, and the Complainant(s) and Equity & Compliance are agreeable to the resolution terms.

If Informal Resolution is available, Equity & Compliance will determine whether all Parties and RISD are able to agree on responsibility, restrictions, sanctions, restorative measures, and/or remedies. If so, Equity & Compliance implements the accepted finding that the Respondent is in violation of RISD Policy, implements agreed-upon restrictions and remedies, and determines the appropriate responses in coordination with other appropriate administrator(s), as necessary.

During a Formal Resolution Process, the Respondent may accept responsibility for any or all of the alleged Policy violations. If the Respondent indicates an intent to accept responsibility for all alleged Policy violations, the ongoing Formal Resolution Process will be paused, and Equity & Compliance will determine whether Informal Resolution is an option.

This resolution is not subject to Appeal once all Parties indicate their written agreement to all resolution terms. When the Parties cannot agree on all terms of resolution, the Resolution Process will either continue or resume.

When a resolution is reached, the appropriate sanction(s) or responsive actions are promptly implemented to effectively stop the behavior, prevent its recurrence, and remedy the effects of the Prohibited Conduct, both on the Complainant and the community. Any information or sanctions resulting from participating in the Informal Resolution Process, including the records that will be maintained could be shared with an investigator (if Parties transition to a Formal Process).

#### **1) Educational Conversations**

Educational conversations occur when a matter can be resolved by Equity & Compliance having a conversation with the Respondent to discuss the Complainant's concerns and institutional expectations.

Educational conversations can also occur when Equity & Compliance accompanies or can accompany the Complainant in their desire to confront the

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<sup>10</sup> In this section, the Parties must agree to the resolution, and the Respondent in essence self-sanctions as part of the Informal Resolution by agreeing to voluntarily comply with whatever the terms are to which the Parties agree.



conduct. The Complainant(s) may request that Equity & Compliance address their allegations by meeting (with or without the Complainant) with the Respondent(s) to discuss concerning behavior and institutional policies and expectations. Such a conversation is non-punitive. Respondent(s) are not required to attend such meetings, nor are they compelled to provide any information if they attend. The conversation will be documented as the Resolution for the matter if it takes place. In light of this conversation, or the Respondent's decision not to attend, Equity & Compliance may also implement remedial actions to ensure that policies and expectations are clear and to minimize the risk of recurrence of any behaviors that may not align with Policy.

- 2) **Alternative Resolution.** When the Parties agree to resolve the matter through an alternative resolution mechanism (which could include, but is not limited to, mediation, restorative practices, facilitated dialogue, etc.), as described below.

RISD offers a variety of Alternative Resolution mechanisms to best meet the specific needs of the Parties and the nature of the allegations. Alternative Resolution may involve agreement to pursue individual or community remedies, including targeted or broad-based educational programming or training; supported direct conversation or interaction with the Respondent(s); indirect action by Equity & Compliance or other appropriate RISD officials; and other forms of resolution that can be tailored to the needs of the Parties. Some Alternative Resolution mechanisms will result in an agreed-upon outcome, while others are resolved through dialogue. All Parties must consent to the use of an Alternative Resolution approach, and the Parties may, but are not required to, have direct or indirect contact during an Alternative Resolution process.

Equity & Compliance may consider the following factors to assess whether Alternative Resolution is appropriate, or which form of Alternative Resolution may be most successful for the Parties:

- The Parties' amenability to Alternative Resolution;
- Likelihood of potential resolution, considering any power dynamics between the Parties;
- The nature and severity of the alleged misconduct;
- The Parties' motivation to participate;
- Civility of the Parties;
- Results of a violence risk assessment/ongoing risk analysis;
- Respondent's disciplinary history;
- Whether an emergency removal or other interim action is needed;
- Skill of the Alternative Resolution facilitator with this type of Formal Complaint;
- Formal Complaint complexity;
- Emotional investment/capability of the Parties;
- Rationality of the Parties;
- Goals of the Parties; and
- Adequate resources to invest in Alternative Resolution (e.g., time, staff, etc.).



Equity & Compliance has discretionary authority to determine whether Alternative Resolution is available or successful, to facilitate a resolution that is acceptable to all Parties, and/or to accept the Parties' proposed resolution.

Parties do not have the authority to stipulate restrictions or obligations for individuals or groups that are not involved in the Alternative Resolution process. Equity & Compliance will determine whether additional individual or community remedies are necessary to meet RISD's compliance obligations in addition to the Alternative Resolution.

As a part of some types of Alternative Resolution (such as a mediation), the Parties may write and sign an Agreement. Once an Agreement is signed by all Parties, Equity & Compliance will email this document to the Parties' RISD emails. Agreements will go into effect immediately upon the Parties receiving the final document. Equity & Compliance will retain a copy of the signed Agreement, which will also be shared with Student Conduct + Community Standards for any procedures related to violations of the Agreement, or prior to reaching sanctioning decisions on any future related or unrelated matter. The Parties are expected to honor and comply with the terms of the Agreement. Failure to abide by the Agreement may result in appropriate responsive actions, including sanctions. If a breach of the Agreement occurs, it is the responsibility of the Parties to notify Equity & Compliance, who will then determine appropriate next steps.

The results of Formal Complaints resolved by Informal Resolution are not Appealable. Any information or sanctions resulting from participating in the Informal Resolution Process, including the records that will be maintained, could be shared with an investigator if the Parties transition to a Formal Resolution prior to the end of the Informal Resolution.

If an Informal Resolution option is not available or selected, RISD may initiate or continue a Formal Resolution to determine whether the Policy has been violated.

The individual facilitating an Informal Resolution must be trained and cannot be the Investigator, Decision-maker(s), or Appeal Officer(s).

It is not necessary to pursue Informal Resolution first in order to pursue a Formal Resolution. Any Party participating in Informal Resolution can withdraw from the Informal Resolution at any time and initiate or resume the Formal Resolution.

Parties should contact Equity & Compliance as soon as possible to arrange any disability accommodations, language assistance, and/or interpretation services that may be needed throughout the Informal Resolution, if possible.

If a Formal Resolution is already underway, Equity & Compliance has the discretion to determine if the process will be paused, if it will be limited, or if it will continue during the Informal Resolution process.



#### **D. Formal Resolution Process**

To initiate a Formal Resolution, a Formal Complaint must be filed. Upon receipt of a Formal Complaint, Equity & Compliance will conduct an initial assessment of the Complaint to determine whether a Formal Resolution Process should be initiated, if an Informal Resolution is available, or if a Formal Complaint should be dismissed.

Once a Formal Resolution is initiated, Equity & Compliance appoints an Investigator(s) to conduct the investigation. Investigators may be members of the Resolution Process Pool, or any other properly trained Investigator, whether internal or external to RISD's community.

Prior to a Formal Resolution beginning, Equity & Compliance will provide the Parties with a detailed written Notice of Investigation and Allegations (NOIA), which is sent to the Parties by Equity & Compliance with sufficient time for the Parties to prepare before any initial investigation interview.

In addition to the written Notice of Investigation and Allegations (NOIA), the Formal Resolution will involve interviews of all Parties and relevant Witnesses, a live Hearing that involves all Parties and relevant Witnesses (if applicable), a written determination of responsibility (Outcome Letter), and the option for Appeal. Union members may also exercise grievance procedures as outlined in their respective contracts. RISD will make all reasonable efforts to provide a prompt, thorough, equitable, fair, and impartial resolution of Formal Complaints, including providing a Resolution Process that treats Complainants and Respondents equitably; providing measures in an effort to stop alleged Prohibited Conduct, remedy its effects and prevent its recurrence; and by following its Resolution Process before the imposition of any sanctions or other actions towards a Respondent, that are not supportive measures.

Remedies will be designed to restore or preserve equal access to RISD's education programs and/or activities. Such remedies may include the same individualized services offered as supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent.

##### **1. Notice of Investigation and Allegations (NOIA)**

The written NOIA will include:

- Sufficient information available at the time to allow the Parties to respond to the allegations. Sufficient information includes the identities of the Parties involved in the incident(s), the conduct alleged to constitute Prohibited under this Policy, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to the recipient;
- A link to RISD's Resolution Process under this Policy, and if applicable, and any Informal Resolution process;
- A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the formal resolution process;
- Information regarding the Parties' right to have an Advisor of their choice;



- A statement that the Parties are entitled to an equal opportunity to access all evidence that is submitted during the Resolution Process;
- A statement that RISD prohibits knowingly making false statements or knowingly submitting false information in bad faith at any point in the resolution process. Individuals who engage in this misconduct may be subject to disciplinary actions. Disciplinary action pursued against a party for knowingly making false statements or submitting false information in bad faith does not constitute retaliation prohibited under this Policy, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made materially false statement or provided materially false information in bad faith;
- The name of the Investigator(s) assigned to the investigation; and
- A statement that retaliation is prohibited.

Notification will be made in writing and may be delivered by one or more of the following methods: in person, mailed to the local or permanent address(es) of the Parties as indicated in official RISD records, or emailed to the Parties' RISD-issued email or designated accounts. Once mailed, emailed, and/or received in person, the notification will be presumptively delivered.

Amendments and updates to the NOIA may be made as an investigation progresses, including if more information becomes available regarding the addition or dismissal of various allegations.

For Resolution Processes involving RISD student groups/organizations, the NOIA and all communication pertaining to the student group/organization will be sent to the president (or designee) and advisor of the student group/organization. In such matters, the student group/organization's president, designee, or advisor is not a Respondent or otherwise a Party except in cases where they are additionally charged as an individual for Prohibited Conduct.

Similarly, for Resolution Processes involving RISD offices/departments, the NOIA and all communication pertaining to the office/department will be sent to the department/office/program head. In such matters, the department/office/program head is not a Respondent, or otherwise a Party except in cases where they are additionally charged as an individual for Prohibited Conduct.

For climate/culture investigations that do not have an identifiable Respondent, the NOIA and all communication will be sent to the department/office/program head for the area/program being investigated. In such matters, the department/office/program head for the area/program being investigated is not a Respondent, or otherwise a Party.

**Conflicts of Interest or Bias.** The Investigator(s) must not have a bias for or against the Parties generally, or an individual Party in particular. The Investigator must recuse themselves if such bias or conflict of interest exists. If the Investigator believes there is a possible conflict of interest or bias, they will consult with Equity & Compliance about possible recusal or removal. The Parties may raise challenges that the Investigator(s) is biased or has a conflict of interest. The Parties must raise challenges with Equity & Compliance within two (2) business days of receiving the NOIA.





Equity & Compliance will only remove and replace an Investigator in situations of demonstrated bias or conflicts of interest. Perceptions of bias or conflict are not sufficient to cause removal. If an Investigator recuses themselves as the result of a conflict of interest or bias or is removed, Equity & Compliance will promptly appoint a new Investigator who does not have a conflict of interest or bias and notify the Parties accordingly.

## **2. Participation in the Formal Resolution Process (“Formal Resolution”)**

Parties and Witnesses are not required to participate in the Formal Resolution but participation is strongly encouraged. Parties and/or Witnesses may choose not to participate in the Formal Resolution; however, the Investigation and Live Hearing will proceed in their absence.

**Investigation Participation.** Investigation interviews may be conducted in person, via online video platforms (e.g., Zoom), or other methods deemed reasonable by Equity & Compliance. Live Hearings are conducted online via Zoom. RISD will take appropriate steps to ensure the security/privacy of remote meetings. Parties and Witnesses may also provide written statements in lieu of interviews or choose to respond to written questions if deemed appropriate by the Investigator(s).

**Live Hearing (“Hearing”) Participation.** Parties and Witnesses are encouraged to participate and make themselves reasonably available for the Hearing. Parties and Witnesses will participate via Zoom which allows the Decision-maker(s) and the Parties to see and hear that person while they are speaking. Witnesses are not permitted to be accompanied by an Advisor without the expressed permission of Equity & Compliance.

If any Party or Witness does not appear at the scheduled Hearing, the Hearing may be held in their absence. For compelling reasons, Equity & Compliance may reschedule the Hearing prior to the completion of the Hearing.

Hearings for possible violations that occur near or after the end of an academic term and are unable to be resolved prior to the end of term will typically be held immediately after the end of the term, including during the summer, as needed, to meet RISD’s resolution timeline and ensure a prompt resolution. Employees, including Parties and Witnesses, who do not have 12-month contracts are still expected to participate in Resolution Processes that occur during months between contracts. Investigation interviews and Hearings will only occur during RISD’s operational business days unless an exception is deemed reasonable and necessary by Equity & Compliance

Equity & Compliance will notify all Witnesses of their requested participation in the Hearing. Witnesses will be present for the Hearing only during the relevant portion.

Any Witness scheduled to participate in the Hearing must have been first interviewed by the Investigator(s), unless:



- o All Parties and the Decision-maker(s) assent to the new Witness's participation in the Hearing without remanding the Formal Complaint back to the Investigator; **and**
- o The Decision-maker(s) deems the evidence presented by the new Witness to be relevant and directly related, not impermissible, and not information already established in the record; **and**
- o The Witness's late involvement was not the result of bad faith by the Witness, the Parties, or others.

If the evidence is deemed not relevant and directly related or impermissible, the Decision-maker(s) may proceed with the Hearing absent the new Witness's participation.

### **3. Investigation Procedures**

All investigations are thorough, reliable, impartial, prompt, and fair. They involve interviews with all relevant Parties and Witnesses, obtaining relevant and directly related evidence, and identifying sources of expert information, as necessary. RISD may consolidate Formal Complaints against more than one Respondent, or by more than one Complainant against one or more Respondents, into one investigation when the allegations arise from the same facts or circumstances or implicate a pattern, collusion, and/or other shared or similar actions.

The Investigator will contact the Parties whose participation is invited or expected for an investigative interview and will provide written notice of the date, time, location, participants, and purpose of the interview. Parties will be given reasonably sufficient time between receiving the NOIA and the initial investigation interview in order to prepare to participate. Parties have the right to meet separately with the Investigator.

The Formal Resolution Process involves an objective evaluation of all available relevant and not otherwise impermissible evidence, including evidence that supports that the Respondent is more likely than not to have engaged or not engaged in a Policy violation. Credibility determinations may not be based solely on an individual's status or participation as a Complainant, Respondent, or Witness. All Parties have a full and fair opportunity, through the investigation process, to suggest Witnesses and questions, to provide evidence, and to receive a written investigation report that accurately summarizes this evidence.

Parties should contact Equity & Compliance as soon as possible to arrange any disability accommodations, language assistance, and/or interpretation services that may be needed throughout the investigation.

Both the Complainant and Respondent are permitted to provide names of potential Witnesses to the Investigator. The Investigator will determine which of those potential Witnesses, or other persons, may have relevant and directly related information about the alleged conduct; and the Investigator may request statements.





Both the Complainant and the Respondent are permitted to provide relevant and directly related inculpatory and exculpatory evidence<sup>11</sup> to the Investigator prior to the completion of the investigation. For instance, evidence may include any facts or information presented in support of or opposition to an allegation, including text messages, email exchanges, timelines, receipts, photographs, etc. The Investigator may also consider additional documents, items, or other relevant and directly related information.

The Parties are permitted to provide a list of questions they would like asked of the other Party or any Witnesses. The Investigator will ask those questions deemed relevant, and for any question deemed not relevant, will provide a rationale for not asking the question.

Video or audio recordings of investigative interviews are not permitted by the Parties, their Advisors, or Witnesses.

After an investigation interview, Parties and Witnesses may be asked to verify the accuracy of the summary of their interview. They may submit requests for changes, edits, or clarifications that may be included at the Investigator's discretion. If the Parties or Witnesses do not respond within the time period designated for verification, objections to the accuracy of the summary will be deemed to have been waived, and no changes will be permitted.

The Investigator will make all reasonable efforts to complete an Investigative Report effectively and efficiently, summarizing the relevant and directly related evidence collected. This time frame may vary depending on the size of the Formal Complaint, the amount of evidence to be considered, the number of persons to be interviewed, and additional factors.

Prior to the completion of the investigative report, RISD will send a Draft Investigation Report to each Party and their respective Advisor (if applicable), via a secure, electronic link, that gathers, assesses, and synthesizes the evidence, accurately summarizes the investigation, Party and Witness interviews, and provides all relevant and directly related evidence. All Parties will be given an equal opportunity to inspect and review the Draft Investigation Report. Each Party will be given ten (10) business days to submit an optional written response with comments and suggestions for edits, additions, and any new evidence that is relevant and directly related to the allegations, which the Investigator will consider prior to completion of the investigative report. The Parties may request reasonable extensions for the review period by emailing [equitycompliance@risd.edu](mailto:equitycompliance@risd.edu), prior to the review period ending, with the requested time frame and rationale for the extension request. Decisions regarding the approval or denial and the extension time frame will be made at the discretion of Equity & Compliance. If an extension request is denied, the requesting Party will receive the decision via their RISD email. If an extension is granted, all Parties will receive notice of the approval and time

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<sup>11</sup> "Inculpatory" evidence would be any information that may be favorable to showing Respondent's responsibility for engaging in alleged misconduct. "Exculpatory" evidence would be any information that may be favorable to the Respondent in showing a lack of responsibility for engaging in the alleged misconduct.



frame of the extension request via their RISD email. The Parties may elect to waive all or part of the review period.

Either after the Investigator receives the Parties' written responses or after the ten (10) business days have expired, the Investigator will create a Final Investigation Report that fairly summarizes all relevant and directly related evidence.

At least ten (10) business days prior to the live Hearing, Equity & Compliance will send each Party and their respective Advisors, if applicable, the Final Investigation Report via a secure, electronic link. The Parties will be given the opportunity to review the Final Investigation Report in preparation for the Hearing.

The Draft Investigation Report and Final Investigation Report shall be deemed confidential, and it is a violation of this Policy for a Party and/or Advisor to improperly disclose such reports without authorization.

#### **4. Live Hearings ("Hearing(s)")**

##### **Hearing Requirements:**

The following provisions apply to a Hearing:

- **Hearing Venue Options and Recordings.** The Hearing will occur via Zoom wherein the Decision-maker(s) and Parties must be able to simultaneously see and hear a Party and/or Witness while that person is speaking. Alternative arrangements may also be made at Equity & Compliance's discretion.
  - All Hearings will be recorded, and Parties may request to review and inspect a copy of the recording from Equity & Compliance following the Hearing.
  - No unauthorized recordings are permitted.
- **Hearing Participants.** Individuals who may be present for a Hearing include the Decision-maker(s), Equity & Compliance staff, the Parties and their Advisors, anyone providing authorized accommodations, interpretation, and/or assistive services, and anyone else deemed necessary by the Decision-maker(s). Witnesses are present only during their portion of the testimony. Equity & Compliance will work with the Parties to finalize a Witness list for the Hearing, and Equity & Compliance will notify any Witnesses of the Hearing's logistics. The Decision-maker(s), only with the agreement of all Parties, may decide in advance of the Hearing that certain Witnesses do not need to be present if their testimony can be adequately summarized by the Investigator(s) in the Final Investigation Report, and their presence is not essential to assess their credibility.
- **Advisors.** The Parties may have the support of an Advisor of their choosing at the Hearing or can request that RISD appoint a trained Advisor for them. Appointed Advisors are not attorneys. If a Party wishes to have an attorney as their Advisor, they must locate and pay for that attorney themselves.
  - During the Pre-Hearing Meeting and Hearing, Parties may only be accompanied by their Advisor. No other persons (e.g., additional support persons, friends, or family) may accompany, attend, or listen in on the



Pre-Hearing Meeting or Hearing unless explicitly authorized by Equity & Compliance, with each Party being provided the same opportunity.

- o All questions during the Hearing will be asked by the Decision-maker(s). Parties and Advisors may suggest questions to be posed by the Decision-maker(s) during the Pre-Hearing Meetings and/or by submission of written questions during the Hearing via the Zoom chat function.
- **Disability Accommodations and Other Assistance.** Parties should contact Equity & Compliance at least five (5) business days prior to the Hearing to arrange any disability accommodations, language assistance, and/or interpretation services that may be needed at the Hearing, if possible.
- **Conflicts of Interest or Bias.** The Decision-maker(s) must not have a bias for or against Complainants or Respondents generally or the individual Complainant or Respondent in particular.
  - o The Decision-maker(s) must recuse themselves if such bias or conflict of interest exists.
  - o If the Decision-maker(s) believes there is a possible conflict of interest or bias, they will consult with Equity & Compliance about possible recusal or removal.
  - o The Parties may raise challenges that the Decision-maker(s) is biased or has a conflict of interest. The Parties must raise challenges with Equity & Compliance within two (2) business days of receiving the Hearing Notice.
  - o Equity & Compliance will only remove and replace a Decision-maker(s) in situations of demonstrated bias or conflicts of interest. Perceptions of bias or conflict are not sufficient to cause removal.
  - o If a Decision-maker(s) recuses themselves as the result of a conflict of interest or bias is removed, Equity & Compliance will promptly appoint a new Decision-maker(s) who does not have a conflict of interest or bias and notify the Parties accordingly.
- **Evidence Provided to Decision-maker(s) and Parties.**
  - o The Decision-maker(s) will be provided electronic copies of the Final Investigation Report and all relevant and directly related, but not impermissible evidence, including the names of all Parties, Witnesses, and Advisors, at least ten (10) business days in advance of the Hearing.
  - o The Parties will be provided with electronic copies of all the materials provided to the Decision-maker(s) as part of the Hearing Notice, unless those materials have already been provided.<sup>12</sup>

## 5. Hearing Notice

Equity & Compliance will send the Parties a Hearing Notice with sufficient time for the Parties to prepare for the Hearing, typically at least ten (10) business days prior to the Hearing. Once mailed, emailed, and/or received in-person, Notice will be presumptively delivered. The Hearing Notice includes:

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<sup>12</sup> The Final Investigation Report and relevant evidence may be shared using electronic means that preclude downloading, forwarding, or otherwise sharing.



- A description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable Hearing procedures, and a statement of the potential sanctions/responsive actions that could result.
- The time, date, and location of the Hearing.
- A description of any technology that will be used to facilitate the Hearing.
- Relevant information regarding Hearing logistics, Pre-Hearing Meetings, the Final Investigation Report, the Parties and Witnesses participating in the Hearing, the identity(ies) of the Decision-maker(s), details related to questioning, the role of Advisors, and how to request disability accommodations or other assistance.

## **6. Pre-Hearing Meetings**

Equity & Compliance will offer to convene individual Pre-Hearing Meeting(s) with the Parties and their Advisors and invite them to submit the questions or topics they wish to ask or discuss at the Hearing, to which Equity & Compliance will submit to the Decision-maker(s) to use their discretion to determine relevance. This allows the Decision-maker(s) to consider their relevance ahead of time to avoid any improper evidentiary introduction in the Hearing or to provide recommendations for more appropriate phrasing. The Decision-maker(s) will document and share their rationale for any question or new evidence exclusion or inclusion, if any, with Equity & Compliance. A summary of any rulings regarding any relevancy determinations made by the Decision-maker(s) will be provided to all Parties and Advisors prior to, or during the Hearing.

However, this advance review opportunity does not preclude the Parties from submitting a question or topic they wish to discuss at the Hearing for the first time or asking for a reconsideration of a Decision-maker(s)'s Pre-Hearing decision regarding relevance based on any new information or testimony offered at the Hearing.

Pre-Hearing Meeting(s) will not be recorded. The Pre-Hearing Meetings will typically be conducted as separate meetings with each Party/Advisor, and can be conducted remotely, or as a written communication exchange. Equity & Compliance will work with the Parties to establish the format and timing of the Pre-Hearing Meetings.

## **7. Hearing Procedures**

### **A. Evidentiary Considerations**

The Parties must provide all evidence to the Investigator(s) prior to completing the Final Investigation Report. Evidence offered after that time will be evaluated by the Decision-maker(s) for relevance. If deemed relevant and directly related, and not impermissible, the Decision-maker(s) must agree to admit it into the record. If the evidence is deemed not relevant, not directly related, or impermissible, the Decision-maker(s) may proceed with the Hearing absent the new evidence.

The new relevant or directly related evidence will be admitted to the record if:

- o All Parties and the Decision-maker(s) assent to the new evidence being included in the Hearing without remanding the Complaint back to the Investigator, **and**



- o The evidence is not duplicative of evidence already in the record, **and**
- o It is not impermissible, **and**
- o The new evidence was either not reasonably available prior to the conclusion of the Final Investigation Report, or the failure to provide it in a timely manner was not the result of bad faith by the Parties, Witnesses, or others.

If the above criteria are met, the Decision-maker(s) may, at their discretion, engage in one or more of the following actions:

- o Reasonably delay the Hearing to allow for further investigation and/or review period;
- o Remand the Complaint back to the Investigator for further investigation and/or
- o Allow the Parties to review and comment on the new evidence at least ten (10) business days in advance of the Hearing.

If the evidence is deemed not relevant, not directly related, or impermissible, the Decision-maker(s) may proceed with the Hearing without allowing the new evidence.

#### **B. Collateral Misconduct**

The Decision-maker(s) has the authority to hear and make determinations on all allegations of discrimination, discriminatory harassment, retaliation, and/or other Prohibited Conduct under the Policy and may also hear and make determinations on any additional alleged collateral misconduct that occurred in concert with the discrimination, discriminatory harassment, retaliation, and/or other Prohibited Conduct, even though those collateral allegations may not specifically fall within the Policy.

#### **C. Joint Hearings**

In Complaints involving more than one Respondent and/or involving more than one Complainant accusing the same person of substantially similar conduct, the default procedure will be to hear the allegations jointly.

However, Equity & Compliance may permit the Investigation and/or Hearings pertinent to each Respondent or Complaint to be conducted separately if there is a compelling reason to do so. In joint Hearings, separate determinations of responsibility will be made for each Respondent and/or for each Complaint with respect to each alleged Policy violation.

#### **D. Introductions and Hearing Procedure Explanation**

The Decision-maker(s) will explain the Hearing procedures and introduce the participants. The Decision-maker(s) will answer any procedural questions prior to and as they arise throughout the Hearing.

#### **E. Statements and Questioning**

##### **Opening Statements**



The Parties will be able to provide a verbal opening statement. If both Parties choose to make an opening statement, the Complainant will make an opening statement first, and the Respondent will make an opening statement second.

The Decision-maker(s) will disregard opening statements or any portions that are irrelevant and will note that decision on the record.

### **Questioning**

All questions during the Hearing will be asked by the Decision-maker(s). Parties and Advisors may suggest questions to be posed by the Decision-maker(s) during the Pre-Hearing Meetings and/or by submission of written questions during the Hearing via the Zoom chat function or other method determined by the Decision-maker(s) such as email.

All questions are subject to a relevance determination before they are asked. The Decision-maker(s) will determine the method by which the Parties will submit their questions to the Decision-maker(s) for their review and, if approved, to be posed. Questions that the Parties wish to have posed can be questions for that Party themselves, another Party, or Witnesses. The Decision-maker(s) will explain any decision to exclude a question as not relevant, or to reframe it for relevance.

The Decision-maker(s) will limit or disallow questions they deem not appropriate on the basis that they are irrelevant, unduly repetitious (and thus irrelevant), seek or pertain to impermissible evidence, or are abusive. The Decision-maker(s) has final say on all questions and determinations of relevance and appropriateness. The Decision-maker(s) may consult with Equity & Compliance on any questions of admissibility.

The Decision-maker(s) then poses the questions deemed relevant, not impermissible, and appropriate to the Party and/or Witness.

During the Hearing, if the Parties raise an issue of bias or conflict of interest of an Investigator or Decision-maker(s), the Decision-maker(s) may elect to address those issues by pausing the Hearing and referring the concerns to Equity & Compliance to address, and/or preserving the concerns for Appeal. If bias is not an issue at the Hearing, the Decision-maker(s) should not permit irrelevant questions that probe for bias.

The Decision-maker(s) will allow Witnesses who have relevant and not impermissible information to appear at a portion of the Hearing to respond to specific questions from the Decision-maker(s) and the Parties, and the Witnesses will then be excused.

### **Closing Statements, Impact Statements, and Mitigation Statements**

The Parties will be granted the opportunity to make a verbal closing statement to the Decision-maker(s). The Decision-maker(s) will disregard closing statements or any portions thereof that are not Relevant.





In addition to a closing statement, the Parties may submit a written Impact Statement or Mitigation Statement to the Decision-maker(s), which must be submitted to Equity & Compliance three (3) business days before the Hearing.

The Impact Statement or Mitigation Statement should not include information that is more prejudicial than probative, introduces new allegations, or introduces evidence that is not relevant. Any such information, allegations, or evidence will be redacted or removed by the Decision-maker(s).

#### **F. Refusal to Submit to Questioning and Inferences**

Any Party or Witness may choose not to offer evidence and/or answer questions at the Hearing, either because they do not attend the Hearing or because they attend but refuse to participate in some or all questioning. The Decision-maker(s) can only rely on the available relevant and not impermissible evidence in making the ultimate determination of responsibility. The Decision-maker(s) may not draw any inference solely from a Party's or Witness's absence from the Hearing or refusal to answer any or all questions.

An Advisor may not be called as a Witness at a Hearing to testify to what their advisee has told them during their role as an Advisor unless the Party being advised consents to that information being shared.

#### **G. Hearing Recordings**

RISD records Hearings (but not deliberations) for purposes of deliberations and review in the event of an Appeal. No unauthorized audio or video recording of any kind is permitted during the Hearing.

The Decision-maker(s), the Parties, their Advisors, Appeal Officers, and other appropriate RISD officials will be permitted to review the recording upon request to Equity & Compliance. No unauthorized disclosure, including sharing, copying, or distribution of the recording, is permitted.

### **8. Deliberation and Determination**

RISD uses the preponderance of the evidence standard of proof when determining whether a Policy violation occurred. This means that RISD will decide whether it is "more likely than not," based upon the available information at the time of the decision, that the Respondent is in violation of the alleged Policy violation(s).

After closing statements from the Parties, the Decision-maker(s) will deliberate in closed session to determine whether or not the Respondent is Responsible for the alleged Policy violation(s) based on the preponderance of the evidence standard. If a Hearing Panel is used, a simple majority vote is required to determine the finding. Deliberations are not recorded.



When there is a finding of responsibility for one or more of the allegations, the Decision-maker(s) may then consider any previously submitted impact and/or mitigation statement(s) provided by the Parties during the investigation and/or Hearing in determining the appropriate sanction(s).

The Decision-maker(s) will then prepare and provide Equity & Compliance with a written Outcome Letter detailing all findings and final determinations, the rationale(s) explaining the decision(s), the relevant and directly related, and not impermissible evidence used in support of the determination(s), the evidence not relied upon in the determination(s), any credibility assessments, and any sanction(s) and rationales explaining the sanction(s). The Outcome Letter is typically submitted to Equity & Compliance within ten (10) business days from the conclusion of the Hearing unless Equity & Compliance grants an extension. Equity & Compliance will notify the Parties of any extension. Upon receiving the Outcome Letter, Equity & Compliance will send the Outcome Letter to the Parties and their Advisors (if applicable) via their RISD emails, and the Appeal Period will begin upon receipt of the Letter.

### **9. Evidentiary Considerations**

The Investigator(s) and the Decision-maker(s) will only consider evidence that is deemed relevant, directly related, and not otherwise impermissible.

Relevant and directly related evidence is evidence that may aid in determining whether the allegation occurred, or whether the behavior constitutes a violation of Policy.

The following types of evidence and questions seeking that evidence are impermissible (i.e., will not be accessed or considered, except by the Investigator(s) and Decision-Maker(s) to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant and directly related:

- Evidence that is protected under a privilege recognized by federal or state law or evidence provided to a Confidential Employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A Party's or Witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the Party or witness unless RISD obtains that Party's or witness's voluntary, written consent for use in its resolution process; and
- Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless 1) evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct, or 2) is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent or preclude a determination that sex-based harassment occurred.





Previous disciplinary action of any kind involving the Respondent may not be considered unless there is an allegation of a pattern of misconduct. Such information may also be considered in determining an appropriate sanction upon a determination of responsibility. Barring a pattern allegation, this information is only considered at the sanction stage of the process and is not shared until then.

Within the limitations stated above, the investigation and determination can consider character evidence, if offered, but that evidence is unlikely to be relevant and directly related unless it is factual evidence or relates to a pattern of conduct.

#### **10. Written Notice of Outcome (“Outcome Letter”)**

Within ten (10) business days of the conclusion of the Formal Resolution Process, Equity & Compliance provides the Parties with a written Outcome Letter. The Outcome Letter will specify the finding for each alleged Policy violation, any applicable sanctions that RISD is permitted to share pursuant to state or federal law, and a detailed rationale, written by the Decision-maker(s), supporting the findings to the extent RISD is permitted to share under federal or state law.

The notification will also detail the Parties’ equal rights to Appeal, the grounds for Appeal, the steps to take to request an Appeal, and when the determination is considered final if neither Party Appeals.

Equity & Compliance will provide the Parties with the Outcome Letter simultaneously, or without significant time delay between notifications. The written Outcome Letter may be delivered by one or more of the following methods: in person, mailed to the local or permanent address of the Parties as indicated in official RISD records, or emailed to the Parties’ RISD-issued or designated email account. Once mailed, emailed, and/or received in person, the Outcome Letter is presumptively delivered.

#### **11. Sanctions**

Following an investigation and evaluation of all relevant and directly related and not otherwise impermissible evidence, Equity & Compliance must, if there is a determination that Prohibited Conduct occurred, as appropriate, coordinate the imposition of any sanction(s) on a Respondent, including notification to the Complainant of any such sanction(s), and take other appropriate prompt and effective steps to ensure that Prohibited Conduct does not continue or recur within RISD’s education programs and/or activities.

Factors considered by the Decision-maker(s) when determining sanction(s) may include, but are not limited to:

- The nature, severity of, and circumstances surrounding the violation(s);
- The Respondent’s disciplinary history;
- The need for sanction(s) to bring an end to the discrimination, discriminatory harassment, and/or retaliation;



- The need for sanction(s) to prevent the future recurrence of discrimination, discriminatory harassment, and/or retaliation;
- The need to remedy the effects of the discrimination, discriminatory harassment, and/or retaliation on the Complainant and/or the community;
- The impact on the Parties; and
- Any other information deemed relevant and directly related by the Decision-maker(s).

The sanction(s) will be implemented as soon as it is feasible once a determination is final, either upon the outcome of any Appeal or the expiration of the window to Appeal, without an Appeal being requested.

Sanctions issued under this Policy are intended to be educational in nature and should be commensurate with the violations found to have occurred.

While determining sanctions, the Decision-maker(s) may take into account any factors, such as any past misconduct by the Respondent (only after a conduct process decision has been made with respect to the current case), any failure of the Respondent to comply fully with previous sanctions, the actual and potential harm caused by the violation, the degree of intent and motivation of the Respondent's behavior, and the severity, pervasiveness, and impact of the conduct that constituted the violation. Acceptance by the Respondent of responsibility for their misconduct, steps voluntarily undertaken to remedy the harm caused by the misconduct, and evidence of positive growth and learning by the Respondent upon reflection of the misconduct may also be taken into account.

Impairment resulting from the voluntary use of alcohol or other illicit drugs (drugs not prescribed by a physician for medical purposes) will be considered as an aggravating, and not a mitigating, factor. In other words, this kind of decision-making impairment may be a factor that is considered in any determination, but may not be used to excuse the behavior or the alleged incident of misconduct.

Respondents are responsible for knowing, completing, and/or adhering to any and all deadlines, dates, and assignments as determined by the Decision-maker(s). It is not the responsibility of the Decision-maker(s) to follow up with, or subsequently remind, a Respondent to complete a sanction. Failure to complete sanctions will be charged as Failure to Comply under this Policy and addressed accordingly.

Sanction(s) may include, but are not limited to, sanction(s) listed under RISD's Code of Student Conduct and/or RISD's Corrective Action Policy, and other sanction(s) RISD deems appropriate under the circumstances. The sanction(s) described in this Policy are not exclusive of, and may be in addition to, other sanction(s)/consequence(s) imposed by external authorities.

The Respondent is fiscally responsible for the incurred cost of completing a required sanction pursuant to this Policy.

### ***Student Sanctions***



The following are the common sanction(s) that may be imposed upon students singly or in combination, in no prescriptive order:

- Required Counseling: A mandate to meet with and engage in either RISD-sponsored or external counseling to better comprehend the misconduct and its effects;
- Required Training: A mandate to participate and complete in either RISD-sponsored or external training to better comprehend the misconduct, its effects, and to engage in educational opportunities with the goal of preventing the recurrence of misconduct. A formal transcript or certificate must be presented to Equity & Compliance following completion;
- Restrictions: A student may be restricted in their activities, including, but not limited to, being restricted from locations, programs, participation in certain activities or extracurriculars, study abroad, or from holding leadership in student organizations;
- Restitution – A requirement that the student compensate those whose property has been damaged or destroyed by the student's actions, for the partial or complete monetary cost of such damage/destruction. It should be noted that this outcome is not the same as imposing a fine. Imposition of fines are not permissible under the RISD Code of Student Conduct;
- Modification or loss of housing privileges – The modification or revocation of a student's privileges to live in and/or visit RISD housing facilities and/or the relocation of a student's on-campus housing, either temporarily or permanently. A student who is subject to such modification, revocation, or relocation will not be entitled to a refund of housing charges. *Note: Students with residency requirements, such as first year and second year students, if removed from housing, unless otherwise stated, will result in suspension from the institution as it is a requirement for enrollment at RISD;*
- Formal Warning – Written notice that further, repeated, or other misconduct may result in more serious consequences. While sometimes issued independently, warnings are usually coupled with educational outcomes such as required counseling, required training, etc.;
- Behavioral Probation Level 1 (BP1) – A status indicating that a student has been found responsible for a violation of RISD Policy and/or the Code of Student Conduct when either the number or nature of their policy violation(s) is sufficiently concerning that an additional policy violation will most likely result in a change of student enrollment status. This sanction will be in effect for a specified period of time and indicates that if the student is again found in violation of RISD Policies and/or Student Code of Conduct during the period of this status, a sanction of Disciplinary Probation Level 2 or greater will likely be



issued;

- Behavioral Probation Level 2 (BP2) – Formal notice that a student's status at RISD is in jeopardy as a result of one or more violations of the Code of Student Conduct. This sanction will be in effect for a specified period of time and indicates that if the student is found in violation of RISD Policy and/or Code of Student Conduct during the period of this status, the imposed sanction may include Loss of Housing, Suspension from the RISD, or Expulsion from RISD. A student on Behavioral Probation 2 (BP2) may be prohibited from holding any leadership positions (for example, Orientation Leader, Resident Advisor, Student Alliance member, student club officer, or sports team captain) or participating in RISD-sponsored social or recreational events and activities and/or other similar activities in which the student represents RISD;
- Interim Suspension, Restriction, or Prohibition – A temporary sanction or consequence may be imposed, with cause, prior to any formal resolution process as outlined in RISD Policy and/or the Code of Student Conduct. A student may be prohibited from all or designated portions of campus, restriction from participation in designated programs and activities, or being prohibited from having contact with designated persons during the process of the adjudication of a proceeding under RISD Policy and/or the Code of Student Conduct.

Interim consequences may be imposed by the Associate Dean of Students or designee whenever they have reasonable cause (using the preponderance of evidence standard) that the student poses a significant risk of substantial harm to the health, safety, or well-being of others or to property, and may include and be subject to any additional terms and conditions that the official imposing the consequence deems necessary or appropriate in light of the potential harm.

Additionally, when an interim suspension, restriction, or prohibiting action is put in place, a student may lose the ability to continue in student leadership positions (e.g., Student Alliance, Resident Advisor, Orientation Leader, Club President/Leader) and/or take part in campus sponsored activities, which include but are not limited to clubs or social programming. Reinstatement of these privileges is at the discretion of the Associate Dean of Students or their designee.

Any interim measure will be applied and remain in effect until the conclusion of the relevant proceeding, the Appeal period, or such earlier time as the official imposing the consequence determines.

A student who has received an interim consequence may petition the Vice President for Student Life (VPSL) or their designee at any time to request modification or removal of the consequence. Any such petition must include supporting evidence that the reasons for the imposition of the consequence no longer exist, will not recur, and that the student meets all normal requirements for readmission. Upon receipt of such a petition, the VPSLE will evaluate the



request and may consult with the student and/or others as they deem appropriate. The VPSL may, on that basis, deny the petition, grant the petition in whole or in part under specified conditions, or grant the petition in whole or in part without condition;

- Suspension from RISD – The temporary separation of a student from RISD for a specified period of time, at the end of which the student may petition for reinstatement. During the specified period, the student may not enroll in RISD classes, may not participate in any RISD-sponsored events and activities (which include but are not limited to academic or co-curricular activities), will be denied all other privileges normally afforded students, must vacate the campus by a specified time, and may not reenter the campus or be present on campus, without the written permission of the Associate Dean of Students, or designee. RISD students who are cross-registered at Brown University may (in consultation with Brown) be removed from those classes as well, and/or RISD may choose not to accept the credits earned through cross-registration during the suspension. The student may also be required to fulfill additional specified conditions before readmission will be granted;
- Expulsion from RISD – The permanent separation of the student from RISD, without possibility of readmission. A student who has been expelled may not enroll in RISD classes, may not participate in any RISD-sponsored events and activities, will be denied all other privileges normally afforded students, must vacate the campus by a specified time, and may not reenter the campus or be present on campus without the written permission of the Associate Dean of Students or designee;
- Other sanctions – Any other sanctions, restrictions, or conditions deemed appropriate under the circumstances of the student's misconduct, such as required letters of apology, reflection statements, mandatory participation in relevant programs or evaluations, no-entry requirements, loss of specified privileges, registration holds or restrictions, revocation of a degree, and/or, to the extent permitted by the Family Educational Rights and Privacy Act, notification to the student's parents or guardians.

### ***Student Group/Organization Sanctions***

The following are the common sanctions that may be imposed upon student groups/organizations singly or in combination:

- Warning - A formal statement that the conduct was unacceptable and a warning that further violation of any RISD policy, procedure, or directive will result in more severe sanctions/responsive actions.
- Probation - An official sanction for violation of RISD policy, providing for more severe disciplinary sanctions in the event that the group or organization is found in violation of any RISD policy, procedure, or directive within a specified period of time. Terms of the probation will be articulated and may include denial of



specified social and event privileges, denial of RISD funds, ineligibility for honors and awards, restrictions on new member recruitment, No Contact Directives, and/or other measures deemed appropriate.

- Suspension - Termination of student group/organization recognition and/or RISD support for a defined period of time and/or until specific criteria are met. During the suspension period, a student group/organization may not conduct any formal or informal business or participate in RISD-related activities, whether they occur on or off campus. Re-recognition is possible but not guaranteed and will only be considered after the end of the suspension period and based on meeting all re-recognition criteria and obtaining clearance from the RISD.
- Expulsion - Permanent termination of student group/organization recognition and revocation of the privilege to congregate and conduct business on campus as an organization for any reason.
- Loss of Privileges - Restricted from accessing specific RISD privileges for a specified period of time.
- Other Actions - In addition to, or in place of, the above sanctions, RISD may assign any other sanctions as deemed appropriate.

### ***Employee & Office/Department Sanctions***

The following are the common sanction(s) that may be imposed upon employees and/or offices/departments singly or in combination, in no prescriptive order:

- *Verbal Warning*
- *Written Warning*
- *Performance Improvement Plan/Management Process*
- *Enhanced Supervision, Observation, or Review*
- *Required Counseling*
- *Required Training or Education*
- *Probation*
- *Denial of Pay Increase/Pay Grade*
- *Loss of Oversight or Supervisory Responsibility*
- *Demotion*
- *Transfer*
- *Shift or schedule adjustments*
- *Reassignment*
- *Delay of (or referral for delay of) Critical Review Track Progress*
- *Assignment to New Supervisor*
- *Restriction of Stipends, Research, and/or Professional Development Resources*
- *Suspension/Administrative Leave with Pay*
- *Suspension/Administrative Leave without Pay*
- *Termination*
- *Other Actions:* In addition to or in place of the above sanctions/responsive actions, RISD may assign any other actions as deemed appropriate.





## **12. Resolution Timeline**

RISD will make all reasonable efforts to provide prompt, equitable, fair, and impartial Resolution Processes. The stages of the Resolution Process may be extended as necessary for good cause by Equity & Compliance. The Parties will promptly notify Parties regarding any extensions or delays.

One key phase of the Formal Resolution Process is the investigation. Investigations are completed as expeditiously and promptly as circumstances permit, depending on factors such as the nature, extent, and complexity of the allegations, Witness availability, law enforcement involvement, and other factors.

If a Party or Witness chooses not to participate in the Resolution Process or becomes unresponsive, RISD reserves the right to continue it without their participation to ensure a prompt resolution. Non-participatory or unresponsive Parties retain the rights outlined in this Policy and the opportunity to participate in the Resolution Process.

RISD may undertake a delay in its investigation if circumstances require. Such circumstances include but are not limited to, a request from law enforcement to delay the investigation temporarily, the need for language assistance, the absence of Parties and/or Witnesses, and/or health conditions. RISD will promptly resume its Resolution Process as soon as feasible. During such a delay, RISD will implement and maintain supportive measures for the Parties as deemed appropriate.

RISD action(s) or processes are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or that criminal charges have been dismissed or reduced.

RISD will make a good faith effort to complete the Resolution Process as promptly as circumstances permit.

## **13. Ensuring Impartiality**

Any individual materially involved in the administration of the Resolution Process, including Equity & Compliance, Investigator(s), Decision-maker(s), and/or Appeal Officers, may neither have nor demonstrate a conflict of interest or bias for a Party generally, nor for a specific Complainant or Respondent.

Equity & Compliance will vet the assigned Investigator(s), Decision-maker(s), and Appeals Officers for impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. At any time during the Resolution Process, the Parties may raise a concern regarding bias or conflict of interest, and Equity & Compliance will determine whether the concern is reasonable and supportable. If so, another Pool member will be assigned, and the impact of the bias or conflict, if any, will be remedied. If the source of the conflict of interest or bias is Equity & Compliance, concerns should be raised with Human Resources.

## **14. Resolution Process Pool Members**



The Resolution Process relies on a pool of administrators (“the Pool”) to carry out the Resolution Process. Members of the Pool may include trained RISD employees, as well as external, trained third-party neutral professionals.

#### **A. Pool Member Roles**

Members of the Pool are trained annually, and can serve in the following roles, at the discretion of Equity & Compliance:

- Advisor(s) to Parties;
- Informal Resolution Facilitator(s);
- Perform or assist with initial assessment;
- Investigator(s);
- Hearing Panelist(s);
- Decision-maker(s) for challenges to emergency removal;
- Appeal Officer(s)

#### **B. Pool Member Appointment**

Equity & Compliance appoints the Pool, which acts with independence and impartiality. Although members of the Pool are typically trained in a variety of skill sets and can rotate amongst the different roles listed above in different Resolution Processes, RISD can also designate permanent roles for individuals in the Pool.

#### **C. Training for Pool Members**

Resolution Process Pool members receive annual training related to their respective roles. This training may include, but is not limited to:

- The scope of RISD’s Nondiscrimination Policy;
- The definitions within RISD’s Nondiscrimination Policy for Prohibited Conduct and Other Relevant Definitions;
- RISD’s Resolution Processes and Procedures;
- Implicit bias and confirmation bias;
- Treating Parties equitably;
- Reporting, confidentiality, and privacy requirements;
- Applicable laws, regulations, and federal regulatory guidance;
- How to implement appropriate and situation-specific remedies;
- How to investigate in a thorough, reliable, timely, and impartial manner;
- Trauma-informed practices pertaining to investigations and Resolution Processes;
- How to uphold fairness, equity, and due process;
- How to weigh evidence, conduct questioning, and assess credibility;
- Impartiality and objectivity;
- How to render findings and generate clear, concise, evidence-based rationales;
- How to conduct an investigation and Resolution Process, including Hearings, Appeals, and Informal Resolution Processes;





- How to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias against Respondents and/or for Complainants, and on the basis of protected characteristics;
- Any technology to be used for review of Investigation Reports and at a live Hearing;
- Issues of relevance of questions and evidence;
- Issues of relevance and creating an investigation report that fairly summarizes relevant and directly related and not impermissible evidence;
- How to determine appropriate sanctions in reference to all forms of discrimination, discriminatory harassment, and/or retaliation allegations; and/or
- Recordkeeping.

All training materials will be posted on Equity & Compliance's [website](#) as a part of its recordkeeping in accordance with law.

## **15. Withdrawal or Resignation Before Formal Complaint Resolution**

### **A. Students**

Should a student Respondent decide not to participate in the Resolution Process, the process proceeds absent their participation to a reasonable resolution. If a student Respondent withdraws from RISD, the Resolution Process may continue, or Equity & Compliance may exercise their discretion to dismiss the Formal Complaint for lack of jurisdiction. If the Formal Complaint is dismissed, RISD will still provide reasonable supportive measures as deemed necessary to address safety and/or remedy any ongoing effects of the alleged harassment, discrimination, and/or retaliation.

Regardless of whether the Formal Complaint is dismissed or pursued to completion of the Resolution Process, RISD will continue to address and remedy any systemic issues or concerns that may have contributed to the alleged violation(s) and any ongoing effects of the alleged discrimination, discriminatory harassment, and/or retaliation.

When a student withdraws while the process is pending, the student may not return to RISD in any capacity until the Formal Complaint is resolved and, if found Responsible, any sanctions imposed are satisfied. If the student indicates they will not return, Equity & Compliance has discretion to dismiss the Formal Complaint upon confirmation of withdrawal.

If the student Respondent takes a leave for a specified period of time (e.g., one semester or term), the Resolution Process may continue. If found Responsible, that student is not permitted to return to RISD unless and until all sanctions, if any, have been satisfied.

### **B. Employees**

Should an employee Respondent decide not to participate in the Resolution Process, the process proceeds absent their participation to a reasonable resolution. If an employee Respondent separates from RISD with unresolved allegations pending, the Resolution Process may continue, or Equity & Compliance may exercise their discretion to dismiss



the Formal Complaint for lack of jurisdiction. If the Formal Complaint is dismissed, RISD may still provide reasonable supportive or remedial measures as deemed necessary to address safety and/or remedy any ongoing effects of the alleged discrimination, discriminatory harassment, and/or retaliation.

If a Respondent separates from RISD, RISD will no longer have jurisdiction over the Respondent from the date of separation. Consequently, a Formal Complaint may be dismissed at the discretion of Equity & Compliance. However, if the Respondent returns to RISD, they will be subject to jurisdiction again, and any unresolved or unadjudicated Formal Complaint may resume. The Formal Complaint may be addressed under the Policy effective at the time of the alleged misconduct and the Procedures for the current academic year in which the Respondent returns if the misconduct occurred, in accordance with federal laws. RISD will maintain records of Formal Complaints for seven (7) years.

## **16. Appeal of the Hearing Determination**

### **A. Appeal Grounds**

Appeals are limited to the following grounds:

- 1) A procedural irregularity that would change the outcome;
- 2) New evidence that would change the outcome and that was not reasonably available at the time the determination regarding responsibility or dismissal was made; and/or
- 3) Equity & Compliance, Investigator(s), or Decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the specific Complainant or Respondent that would change the outcome.

### **B. Request for Appeal**

Any Party may submit a written request for Request for Appeal ("Appeal") to Equity & Compliance within five (5) business days of the delivery of the Notice of Outcome via this online [Appeal Form](#). Reasonable requests for extensions of any process timeline may be made by contacting Equity & Compliance via email. In the absence of a timely Appeal, the determination will be final and conclusive.

Upon receipt of an Appeal, Equity & Compliance will designate an Appeal Officer chosen from the Pool or other trained internal or external individuals to hear the Appeal. No Appeal Officer will have been previously involved in the Resolution Process for the Formal Complaint, including in any supportive measure or dismissal Appeal that may have been heard earlier in the process.

The Appeal will be forwarded to the Appeal Officer for consideration to determine if the request meets the grounds for Appeal. This is not a review of the merits of the Appeal but solely a determination as to whether the request could reasonably be construed to meet the grounds and is timely filed.



If the Appeal does not provide information that meets the grounds in this Policy, the request will be denied by the Appeal Officer, who will notify Equity & Compliance. Afterwards, Equity & Compliance will simultaneously notify the Parties and their Advisors of the denial and the rationale written by the Appeal Officer.

If any of the grounds in the Appeal meet the grounds in this Policy, then the Appeal Officer will notify Equity & Compliance. Afterward, all other Parties and their Advisors, and, when appropriate, the Investigator(s) and/or the Decision-maker(s) will be provided a copy of the Appeal with the approved grounds and then be given five (5) business days to submit a response to the portion of the Appeal that was approved and involves them to the Appeal Officer.

The non-Appealing Party (if any) may also choose to Appeal at this time. If so, that Appeal will be reviewed by the Appeal Officer to determine if it meets the grounds in this Policy and will either be approved or denied. If approved, it will be forwarded to the Party who initially requested an Appeal and the Investigator(s) and/or original Decision-maker(s), as necessary, will submit their responses, if any, within five (5) business days. If denied, the Parties will be notified accordingly, in writing.

No Party may submit any new Appeals after this time. The Appeal Officer will collect any additional information and all documentation regarding the approved Appeal grounds.

### **C. Appeal Determination Process**

In most cases, Appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific Appeal grounds. The Appeals Officer will deliberate as soon as is practicable and discuss the merits of the Appeal.

Appeal decisions are to be deferential to the original determination, making changes to the finding only when there is clear error and to the sanction(s)/responsive action(s) only if there is a compelling justification to do so. All Appeal decisions apply the preponderance of the evidence standard.

An Appeal is not an opportunity for the Appeal Officer to substitute their judgment for that of the original Decision-maker(s) merely because they disagree with the finding and/or sanction(s).

The Appeal Officer may consult with Equity & Compliance on questions of procedure or rationale, for clarification, if needed. Equity & Compliance will maintain documentation of all such consultation.

The Appeal Officer will promptly render a decision within ten (10) business days of receiving all relevant information and documentation.

### **D. Appeal Outcome**



An Appeal may be granted or denied. Appeals that are granted should normally be remanded (or partially remanded) to the original Investigator(s) and/or Decision-maker(s) with corrective instructions for reconsideration. In rare circumstances where an error cannot be resolved by the original Investigator(s) and/or Decision-maker(s) or Equity & Compliance (as in cases of bias), the Appeal Officer may order a new investigation and/or a new determination with new Pool members serving in the Investigator and Decision-maker(s) roles.

An Appeal Outcome Letter will be sent to all Parties simultaneously, or without significant time delay between notifications. The Appeal Outcome Letter will specify the finding on each ground for Appeal, any specific instructions for remand or reconsideration, any sanction(s) that may result, and the rationale supporting the essential findings to the extent RISD is permitted to share under federal or state law.

Written notification may be delivered by one or more of the following methods: in person, mailed to the local or permanent address of the Parties as indicated in official institutional records, or emailed to the Parties' RISD-issued email or otherwise approved account. Once mailed, emailed, and/or received in person, the Appeal Outcome will be presumptively delivered.

Once an Appeal is decided, the outcome is final and constitutes the Final Determination; further Appeals are not permitted, even if a decision or sanction is changed on remand (except in the case of a new determination). When Appeals result in no change to the finding or sanction, that decision is final. When an Appeal results in a new finding or sanction, that finding can be appealed one final time on the grounds listed above and in accordance with these Procedures.

If a remand results in a new determination that is different from the appealed determination, that new determination can be appealed, once, on the grounds listed above and in accordance with these Procedures.

#### **E. Sanction Status During the Appeal**

Any sanctions imposed as a result of the determination are stayed (i.e., not implemented) during the Appeal Process, and supportive measures may be maintained or reinstated until the Appeal Outcome Letter is received.

If any of the sanctions are to be implemented immediately post-determination, but pre-Appeal, then the emergency removal procedures for a "show cause" meeting on the justification for doing so must be permitted within two (2) business days of implementation.

### **17. Long-Term Remedies/Other Actions**

Following the conclusion of the Resolution Process, and in addition to any sanctions implemented or Informal Resolution terms, Equity & Compliance may implement additional long-term remedies or actions with respect to the Parties and/or the RISD community that are intended to stop the Prohibited Conduct, remedy the effects, and prevent recurrence.



These remedies/actions may include, but are not limited to:

- Referral to counseling and/or health services;
- Referral to the Employee Assistance Program;
- Course and registration adjustments;
- Education to the individual and/or the community;
- Permanent alteration of housing assignments;
- Permanent alteration of work arrangements for employees;
- Provision of campus safety escorts;
- Climate surveys;
- Policy modification and/or training;
- Provision of transportation assistance;
- Implementation of long-term contact limitations between the Parties; and/or
- Implementation of adjustments to academic deadlines, course schedules, etc.

At the discretion of Equity & Compliance, certain long-term supportive measures may also be provided to the Parties even if no Policy violation is found.

When no Policy violation is found, Equity & Compliance will address any remedies to ensure no effective denial of access to RISD's educational programs and/or activities.

RISD will maintain the confidentiality of any long-term remedies/actions/measures, provided confidentiality does not impair RISD's ability to provide these services.

### **18. Failure to Comply with Sanctions and/or Informal Resolution Terms**

In accordance with federal laws, RISD must take prompt and effective steps reasonably calculated to end discrimination, discriminatory harassment, and/or retaliation to prevent its recurrence, and remedy its effects.

All Respondents are expected to comply with any assigned sanctions and/or Informal Resolution terms within the timeframe specified by the final Decision-maker(s), including the Appeal Officer or the Informal Resolution Agreement.

Failure to abide by the sanction(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s) as outlined in the Code of Student Conduct and/or the Corrective Action Policy, including, but not limited to, suspension, expulsion, and/or termination from RISD.

Supervisors are required to enforce the completion of all sanctions for their employees. Failure to enforce the completion of sanctions may result in the supervisor(s) being charged with Failure to Comply under this Policy.

A suspension imposed for non-compliance with sanctions will only be lifted when compliance is achieved to Equity & Compliance's satisfaction.

### **19. Recordkeeping**



For a period of at least seven (7) years following the conclusion of the Resolution Process, RISD will maintain records of:

- 1) Any Formal Complaint filed with Equity & Compliance;
- 2) Each discrimination, discriminatory discriminatory harassment, and/or retaliation resolution process, including any Final Determination regarding responsibility or Appeal, and any audio or audiovisual recording or transcript required under federal regulation;
- 3) Any sanctions imposed on the Respondent;
- 4) Any supportive measures provided to the Parties and any remedies provided to restore or preserve equal access to RISD's education programs and/or activities;
- 5) Any Appeal and the result therefrom;
- 6) Any Informal Resolution and the result therefrom;
- 7) All materials used to provide training to Equity & Compliance, Title IX Coordinator and designees, Investigators, Decision-maker(s)s, Appeal Officers, Informal Resolution Facilitator(s), and any person who is responsible for implementing RISD's Resolution Process, or who has the authority to modify or terminate supportive measures. RISD will make these training materials available for review upon request; and
- 8) All materials used to train all employees consistent with the requirements in the Title IX Regulations.

RISD will also maintain any and all records in accordance with state and federal laws.

## **20. Accommodations and Support During the Resolution Process**

### **Disability Accommodations**

RISD is committed to providing reasonable accommodations and support to qualified students, employees, or others with disabilities to ensure equal access to RISD's Resolution Process.

Anyone needing such accommodations or support should contact Equity & Compliance, who will work with Disability Support Services and/or Human Resources as appropriate to review the request and, in consultation with the person requesting the accommodation, determine which accommodations are appropriate and necessary for full process participation.

### **Other Support**

Equity & Compliance will also address reasonable requests for support for Parties and Witnesses, including:

- Language services/Interpreters;
- Access and training regarding use of technology; and/or
- Other support as deemed reasonable and necessary to facilitate participation in the Resolution Process

## **21. Revision of these Procedures**





Equity & Compliance will regularly review and update these Procedures. RISD reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

If governing laws or regulations change or court decisions alter the requirements in a way that impacts this document, this document will be construed to comply with the most recent governing laws or regulations or court holdings to the greatest extent applicable.

This document does not create legally enforceable protections beyond the protections of the background state and federal laws that generally frame such policies and codes.

These procedures are effective August 1, 2024; Updated March 2025.