



Equity & Compliance

Nondiscrimination Policy & Procedures

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NONDISCRIMINATION POLICY (Hereinafter, "Policy")

1. Purpose

Rhode Island School of Design ("RISD") is committed to providing an educational and employment environment that is free from discrimination and harassment based on protected characteristics, and retaliation for engaging in protected activity. RISD has a compelling interest in assuring community members are a part of a community committed to inclusive practices, policies, and values where production and creativity thrive. This includes but is not limited to compliance with Title IX of the Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in RISD's programs and activities; the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act), as amended by the Violence Against Women Reauthorization Act of 2013 (VAWA); Title VI and Title VII of the Civil Rights Act; Section 504 of the Rehabilitation Act of 1973; and the American with Disabilities Act (ADA).

RISD values and upholds the equal dignity of all members of its community and strives to balance the rights of the Parties in the resolution process during what is often a difficult time for all involved.

To ensure compliance with federal, state, and local civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the education programs and/or activities, Equity & Compliance has developed policies and procedures that provide for prompt, fair, and impartial resolution of allegations of discrimination, harassment and/or retaliation on the basis of protected characteristics.

2. Notice of Nondiscrimination

RISD is committed to creating and providing a learning, living, and working environment free of discrimination and harassment for all students, faculty, and staff. Discrimination and harassment are contrary to the standards of RISD's community and goals towards creating an inclusive environment. Discrimination and harassment impedes educational opportunities and equal employment. Discrimination and discriminatory harassment on the basis of any protected characteristic under applicable local, state, or federal law, including protections for those opposing discrimination or participating in any grievance process within the institution, with the Equal Employment Opportunity Commission, and/or other human/civil rights agencies, will not be tolerated.

Protected characteristics include age, citizenship, color, disability, ethnicity, gender expression, gender identity, genetic information, national origin, pregnancy and related conditions, race, religion, sex, sexual orientation, veteran status, and any other characteristic protected by law.

RISD does not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of actual, perceived, or association with people with protected characteristics. This Policy covers nondiscrimination in both employment and access to educational opportunities. Therefore, any member of the RISD community whose acts to deny, deprive, unreasonably interfere with, or limit the education or employment, residential and/or social access, benefits, and/or opportunities of any member of the RISD community, guest, or visitor on the basis of that person's actual or perceived protected characteristic(s), is in violation of this Policy.

Inquiries about sex-based discrimination and Title IX may be referred to RISD's Title IX Coordinator and/or the U.S. Department of Education. RISD's Title IX Coordinator may be reached by contacting Emily Gleason; egleason@risd.edu; 401 454-6341; visiting 20 Washington Place, room 346; or by submitting an [online reporting form](#).

Inquiries about all other forms of discrimination may be referred to RISD's Title VI, Title VII, and ADA/504 Coordinator, the U.S. Department of Education, and/or the U.S. Equal Employment Opportunity Commission. RISD's Title VI, Title VII, and ADA/504 Coordinator may be reached by contacting Alyssa Roush; aroush@risd.edu; 401 454-6386; visiting 20 Washington Place, room 348; or by submitting an [online reporting form](#).

RISD's Nondiscrimination Policy and Procedures can be located at students.risd.edu/equitycompliance.

Equity & Compliance will promptly and effectively address any such discrimination, discriminatory harassment, and/or retaliation of which it has a report, using the resolution process outlined in the Nondiscrimination Policy.

3. Equity & Compliance Contact Information

Equity & Compliance, comprised of the following individual(s), coordinates RISD's compliance with federal, state, and local civil rights laws and ordinances regarding nondiscrimination.

Equity & Compliance

20 Washington Pl., third floor
Providence, RI 02903

equitycompliance@risd.edu

24/7: 401 454-6666 (ask to speak to Equity & Compliance staff)

[Online Reporting Form](#)

Alyssa Roush

Title VI, Title VII, ADA/504 Coordinator
Deputy Title IX & Compliance Coordinator
20 Washington Pl., room 348
401 454-6386

aroush@risd.edu

Emily Gleason

Title IX Coordinator
20 Washington Pl., room 346
401 454-6341

egleason@risd.edu

Collectively, these staff members are responsible for providing comprehensive nondiscrimination education and training; coordinating RISD's timely, thorough, and fair response, investigation, and resolution of all alleged prohibited conduct under this Policy; and monitoring the effectiveness of this Policy and related Procedures to ensure an education and employment environment free from discrimination, harassment, and retaliation.

Equity & Compliance recognizes that allegations under this Policy may include multiple forms of discrimination and harassment, as well as violations of other RISD policies; may involve various combinations of students, employees, and other members of the RISD community; and may require the simultaneous attention of multiple RISD departments. Accordingly, all RISD departments will share information, combine efforts, and otherwise collaborate, to the maximum extent permitted by law and consistent with other applicable RISD policies, to provide uniform, consistent, efficient, and effective responses to alleged discrimination, harassment, and/or retaliation.

4. External Contact Information

Concerns about RISD's application of this Policy and compliance with certain federal civil rights laws may also be addressed to:

[Office for Civil Rights \(OCR\)](#)

U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-1100
Customer Service Hotline #: (800) 421-3481
Facsimile: (202) 453-6012
TDD#: (877) 521-2172
Email: OCR@ed.gov

[The United States Department of Education](#)

[Office for Civil Rights](#)

5 Post Office Square
Boston, MA 02109
617 289-0111

[The United States Equal Employment Opportunity Commission \(EEOC\)](#)

25 Sudbury Street
Boston, MA 02222
(617) 565-3200

[The Rhode Island Commission for Human Rights](#)

180 Westminster Street, third floor
Providence, RI 02903
(401) 222-2661

5. Definitions

The following definitions apply to this Policy & its Procedures:

- **Advisor:** any person chosen by a Party, or appointed by Equity & Compliance, who may accompany the Party to all meetings related to the Resolution Process and advise the Party on that process. An Advisor can be a friend, family member, a non-Confidential RISD employee, an attorney or anyone else the Party chooses.
- **Age:** a protected characteristic in the context of employment that refers to people who are aged 40 or older; a protected characteristic in the context of housing and public accommodations that refers to people who are aged 18 or older.

- **Appeal Decision-maker(s):** The person or panel who accepts or rejects a submitted Appeal request, determines whether any of the grounds for Appeal are met, and directs responsive action(s), accordingly.
- **Business Day:** refers to when Equity & Compliance staff and/or RISD are in normal working operation. All references in the Policy and Procedures to “days” refer to business days unless specifically noted as calendar days.
- **Citizenship:** a protected characteristic in the context of hiring, firing, or recruiting that refers to someone’s citizenship, immigration status, or type of employment authorization.
- **Color:** a protected characteristic that refers to a person’s skin complexion.
- **Complainant:** A student or employee who is alleged to have been subjected to conduct that could constitute discrimination, discriminatory harassment, or retaliation under the Policy; or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute discrimination or discriminatory harassment, or retaliation under this Policy and who was participating or attempting to participate in RISD’s education programs and/or activities at the time of the alleged discrimination, discriminatory harassment, or retaliation.
- **Complaint:** An oral or written request to Equity & Compliance that can objectively be understood as a request for RISD to initiate the Formal and Informal Resolution Process and make a determination about the alleged Policy violation(s).
- **Confidential Employees:** employees designated by RISD who are not required to report actual or suspected discrimination, discriminatory harassment, and/or retaliation in a way that identifies the involved Parties, unless there is a continuing threat of serious harm to the patient/client or to others, or there is a legal obligation to reveal such information (e.g. where there is suspected abuse or neglect of a minor).
- **Deadnaming:** means using someone’s name they were assigned at birth, rather than the name they have chosen.
- **Decision-maker(s):** The person or panel who hears evidence, determines relevance, and makes the Final Determination of whether Policy has been violated and/or assigns sanctions.
- **Disability:** a protected characteristic that refers to a qualified individual, or group of individuals, who have disabilities, had disabilities, or are believed to have disabilities.
- **Education Programs and/or Activities:** Locations, events, or circumstances where RISD exercises substantial control over the context in which the discrimination, discriminatory harassment, and/or retaliation occurs and also includes any building owned or controlled by a student organization that RISD officially recognizes.
- **Employee:** A person employed by RISD either full- or part-time, including student employees, when acting within the scope of their employment.
- **Ethnicity:** a protected characteristic that refers to an individual’s or groups of individuals’ cultural expression and identification. Commonalities such as racial, national, tribal, religious, linguistic, or cultural origin may be used to describe an individual’s ethnicity.
- **Familial Status:** a protected characteristic in the context of housing that refers to one or more individuals who have not attained the age of eighteen (18) years being domiciled with a parent or another person having legal custody of the individual or individuals in accordance with Rhode Island law.
- **Final Determination:** a conclusion, using the preponderance of the evidence standard, that the alleged conduct did or did not violate this Policy.
- **Finding:** a conclusion using the preponderance of the evidence standard that the conduct did or did not occur as alleged (as in a “finding of fact”).
- **Gender Expression:** a protected characteristic that refers to the external display of one’s gender, through a combination of clothing, hairstyle, demeanor, social behavior, and/or other factors.

- **Gender Identity:** a protected characteristic that refers to the internal perception of one's gender, and how they label themselves, based on how much they align or do not align with what they understand their options for gender to be.
- **Genetic Information:** a protected characteristic that refers to information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history).
- **HIV/AIDS Status:** a protected characteristic that refers to the status of having a positive HIV test result and/or the status of having AIDS.
- **Mandated Reporter:** a non-Confidential RISD employee who is required by Policy to share knowledge, notice, and/or reports of discrimination, discriminatory harassment, and/or retaliation with Equity & Compliance.¹
- **Marital Status:** a protected characteristic in the context of housing and recruitment that refers to the state of being married, single, divorced, or widowed.
- **National Origin:** a protected characteristic that refers to the ancestry (country, nation, tribe, part of the world, or other identifiable group) from which a person descends or that they are or appear to be from (whether or not they are) and includes the physical, cultural, or linguistic characteristics of your country of national origin. This can include, but is not limited to, shared ancestry or ethnic characteristics such as skin color, facial features, attire, accent, and language spoken.
- **Party:** The Complainant(s) and Respondent(s), individually and separately.
- **Parties:** The Complainant(s) and Respondent(s), collectively.
- **Pregnancy and related conditions:** a protected characteristic that refers to a person's pregnancy, childbirth, termination of pregnancy, lactation, medical conditions related thereto, and/or recovery therefrom.
- **Preponderance of the Evidence:** the standard of proof RISD uses 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).
- **Protected characteristic:** also known as a protected class, a personal trait that cannot be used as a reason to discriminate against someone.
- **Race:** a protected characteristic that refers to the group(s) of people an individual is united or classified together with based on their common history, nationality, or geography and personal characteristics associated with race (such as hair texture, skin color, or certain facial features)
- **Religion:** a protected characteristic that refers to a person's religious beliefs or practices (including religious garb and grooming practices).
- **Report:** when an employee, student, or third-party makes a disclosure to Equity & Compliance of alleged incidents that may constitute discrimination, discriminatory harassment, and/or retaliation under this Policy.
- **Relevant Evidence:** means evidence related to the allegations under investigation. Evidence is relevant if it may aid a Decision-maker(s) in determining whether the alleged discrimination, discriminatory harassment, and/or retaliation occurred, or in determining the credibility of the Parties or Witnesses.
- **Remedies:** means measures provided, as appropriate to the community, and/or any person identified as having had their equal access to RISD's educational programs and/or activities limited or denied. These measures are provided to address safety,

¹Not to be confused with those mandated by state law to report child abuse, elder abuse, and/or abuse of persons with disabilities to appropriate officials, though these responsibilities may overlap with those who have mandated reporting responsibility under this Policy.

prevent recurrence, and restore or preserve equal access to RISD's education programs and/or activities.

- **Resolution Process:** refers to the process RISD will use to resolve allegations of prohibited conduct under this Policy, including but not limited to Informal Resolution and Formal Resolution.
- **Respondent:** a person who is alleged to have engaged in conduct that could constitute discrimination/discriminatory harassment based on a protected characteristic or retaliation for engaging in a protected activity under this Policy.
- **Sanction:** means consequences imposed on a Respondent following a determination that the Respondent violated an applicable policy, rule, or regulation.
- **Sex:** a protected characteristic that refers to sex assigned at birth, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.
- **Sexual Orientation:** a protected characteristic that refers to a person's identity in relation to their emotional, romantic or sexual attraction to other people.
- **Supportive Measures:** means individualized measures offered as appropriate, when reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to: (1) Restore or preserve that Party's access to RISD's education programs and/or activities, including measures that are designed to protect the safety of the Parties or RISD's educational environment; or (2) Provide support during the resolution process.
- **Veteran Status:** a protected characteristic that refers to a person's status as a disabled veteran, recently separated veteran, active-duty, wartime, or campaign badge veteran, and/or Armed Forces Service Medal veteran.
- **Student:** an individual who has gained admission, paid an acceptance fee, registered, or entered into any other contractual relationship with RISD for any form of instruction, whether or not for credit. This status continues until such time as the student graduates or otherwise completes the relevant program, officially and permanently withdraws from RISD, or is expelled. A student who has taken a leave of absence, is on a medical leave, or has been suspended continues to be considered a student with respect to this Policy.

6. Mandated Reporting and Confidential Employees

A. Mandated Reporters

All RISD employees (including student-employees), other than those deemed Confidential Employees, are Mandated Reporters and are required to promptly report all known details of actual or suspected discrimination, discriminatory harassment, and/or retaliation to Equity & Compliance. Disclosures of actual or suspected discrimination, discriminatory harassment, and/or retaliation include, but are not limited to: verbal, written, and/or electronic communications, applications, class discussions, and class assignments that are discriminatory or harassing in nature. Equity & Compliance can then review available resources, resolution options, and implement supportive measures with all Parties involved in the reported incident(s). Mandated Reporters filing a report with Equity & Compliance help initiate the process for individuals impacted by alleged incidents of discrimination, discriminatory harassment, and/or retaliation to get connected to resources and seek action as needed.

Mandated Reporters are required to notify Equity & Compliance of the contact information for a student (or a person who has a legal right to act on behalf of the student) that discloses a pregnancy or related conditions. Additionally, Mandated

Reporters must promptly provide that person with the contact information for Equity & Compliance, and inform that person that Equity & Compliance can coordinate specific actions to prevent sex discrimination, and ensure the student's equal access to RISD's education programs and/or activities.

Failure of a Mandated Reporter, as described above in this section, to report an incident of alleged discrimination, discriminatory harassment, retaliation, and/or a student's pregnancy or related conditions, of which they become aware, is a violation of this Policy, and Mandated Reporters can be held accountable under this Policy and its Procedures for Failure to Comply. This also includes situations when an employee or a student-employee allegedly engages in Prohibited Conduct that violates this Policy. Such individuals are obligated to report their own alleged misconduct, and failure to do so is a violation under this Policy.

A Mandated Reporter who allegedly experiences discrimination, discriminatory harassment, and/or retaliation that is prohibited under this Policy is encouraged to report the behavior to Equity & Compliance; however, they are not required to report their own experience.

Syllabus Statement

The following statement may be included in course syllabi distributed to students by faculty members.

“Notice of Mandated Reporter Responsibilities: As a RISD employee, I am designated as a Mandated Reporter and must report all known details of actual or suspected discrimination, discriminatory harassment, and/or retaliation to Equity & Compliance per RISD's Nondiscrimination Policy. Disclosures of actual or suspected discrimination, discriminatory harassment, and/or retaliation include, but are not limited to: verbal, written, and/or electronic communications, applications, class discussions, and class assignments that are discriminatory or harassing in nature. If you wish to speak with someone confidentially, please contact Counseling and Psychological Services (CAPS) at 401 454-6637. You may also seek assistance or supportive measures from Equity & Compliance by emailing equitycompliance@risd.edu, or by completing the Equity & Compliance Intake Form available online at this [link](#). Additionally, I am required to provide Equity & Compliance with the contact information of any student that discloses a pregnancy or related condition to ensure the student gets connected to additional support services.”

B. Confidential Employees

To enable individuals who have allegedly experienced discrimination, discriminatory harassment, and/or retaliation to access resources and support without submitting a Report to Equity & Compliance, RISD has designated specific employees as Confidential Employees.

Those designated by RISD as a Confidential Employee are not required to report actual or suspected discrimination, discriminatory harassment, and/or retaliation in a way that identifies the involved Parties. They will, however, provide the reporting individual with the contact information for Equity & Compliance staff, and offer options and resources

without any obligation to inform an outside agency or RISD official, unless the involved Parties have requested their information to be shared.

There are three categories of Confidential Employees: 1) Those with confidentiality bestowed by law or professional ethics, such as lawyers, medical professionals, clergy, and counselors; 2) Those whom RISD has specifically designated as confidential for purposes of providing support and resources to the involved Parties; and 3) Those conducting human subjects research as part of a study approved by RISD's Institutional Review Board (IRB). For those in category 1), above, to be able to respect confidentiality, they must be in a confidential relationship with the person reporting, such that they are within the scope of their licensure, professional ethics, or confidential role at the time of receiving the disclosure by the involved Parties. These individuals will maintain confidentiality except in cases of immediacy of threat to harm oneself, threat to harm others, threat to harm the community, threat of danger, abuse of a minor, elder, or individual with a disability, and/or when required to disclose by law or court order.

Confidential Employees must promptly provide a student who discloses pregnancy or related conditions with the contact information for Equity & Compliance, and inform that student that Equity & Compliance can coordinate and implement supportive measures and reasonable modifications to maintain the student's equal access to RISD's education programs and/or activities.

If the involved Parties would like the details of an experience or incident to be kept confidential, the involved Parties may speak with the following Confidential Employees:

Confidential Employees

[RISD Counseling & Psychological Services \(CAPS\)](#) - students only

72 Pine Street, second floor
Providence, RI 02903
Available 24/7: 401 454-6637

[RISD Health Services](#) - students only

72 Pine Street, second floor
Providence, RI 02903
401 454-6625

[Employee Assistance Program \(EAP\)](#) - employees + family members only

Coastline EAP
Available 24/7: 1-800-445-1195

Employees who have confidentiality as described above, and who receive information regarding suspected discrimination, discriminatory harassment, and/or retaliation within the scope of their confidential roles will timely submit anonymous statistical information to Equity & Compliance for Clery Act purposes, unless they believe it would be harmful to their client, patient, or parishioner.

In addition, involved Parties may speak with individuals unaffiliated with RISD, without concern that this Policy will require those unaffiliated to disclose information to the institution without permission, including but not limited to:

- (1) External licensed professional counselors and other medical providers;

- (2) Local advocates and crisis counselors;
- (3) Domestic violence resources;
- (4) Local or state assistance agencies;
- (5) Clergy/Chaplains; and/or
- (6) External attorneys

C. Required Annual Training

All employees, including student-employees, must complete annual Equity & Compliance training. This training will include information on RISD's obligation to address discrimination, discriminatory harassment, and retaliation in its education programs and activities; the scope of conduct that constitutes discrimination, discriminatory harassment, and retaliation under this Policy; and all applicable notification and information requirements regarding pregnancy and related conditions.

Such annual training is required at all colleges and universities across the country, including RISD, pursuant to new federal regulations promulgated by the U.S. Department of Education. Failure to complete annual Equity & Compliance training is a violation of this Policy and individuals may be held accountable under this Policy and its Procedures for Failure to Comply.

7. Scope

This Policy is only applicable to alleged incidents of sex-based harassment that occur and all other alleged incidents of nondiscrimination that are reported after August 1, 2024. For alleged incidents of sex-based harassment occurring prior to August 1, 2024, even if reported after August 1, 2024, the policy and procedures in place at the time of the alleged incident apply. Applicable versions of those policies and procedures are available from Equity & Compliance at this [link](#).

This Policy applies to all employees, students, and other individuals participating in, or attempting to participate in, RISD's programs and/or activities, including education and employment. Reports based on conduct of students under this Policy may also implicate RISD's Code of Student Conduct and Procedures found [here](#). Similarly, Reports based on conduct of employees, including faculty and staff, under this Policy may also implicate relevant policies under Human Resources found [here](#).

This Policy prohibits all forms of discrimination, discriminatory harassment, and/or retaliation on the basis of the protected characteristic(s) listed in the Notice of Nondiscrimination. This Policy and its Procedures may be applied to incidents, to patterns, and/or to culture/climate issues.

8. Jurisdiction

This Policy applies to RISD's "education programs and activities" (as defined above in Section 5. Definitions), circumstances where RISD has disciplinary authority, and misconduct occurring within any building owned or controlled by a RISD-recognized student organization. A Complainant does not have to be a member of the RISD community but does have to be alleged to be subject to conduct that could constitute discrimination under this Policy; or a person other than a student or employee of RISD who is alleged to have been subject to conduct that could constitute discrimination under this Policy at a time when that individual was

participating or attempting to participate in a RISD program or activity; or a parent, guardian, or other authorized legal representative with the legal right to act on behalf of the Complainant.

Equity & Compliance may also extend jurisdiction to off-campus and/or to online conduct when the conduct violates this Policy, affects a substantial RISD interest, and/or the effects of the misconduct limit or deny a person's access to RISD's education programs and activities.

A substantial RISD interest includes:

- 1) Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to, single or repeat violations of any local, state, or federal law;
- 2) Any situation in which it is determined that the Respondent poses an immediate threat to the physical health or safety of any student, employee, or other individual;
- 3) Any situation that significantly impinges upon the rights, property, or achievements of others, significantly breaches the peace, and/or causes social disorder; and/or
- 4) Any situation that substantially interferes with RISD's educational interests or mission.

For a Resolution Process to be initiated and disciplinary action to be issued under this Policy, RISD must have jurisdiction over the Respondent, meaning the Respondent must be a RISD student or employee at the time of the alleged incident. If the Respondent is unknown or is not a member of the RISD community, Equity & Compliance can offer to assist the Complainant in identifying appropriate institutional and local resources and support options, and can offer to implement appropriate supportive measures and/or remedies. Equity & Compliance can also assist in contacting local law enforcement if the individual would like to file a police report about criminal conduct. In situations where RISD does not have jurisdiction over the Respondent, 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.

If a Respondent separates (by withdrawal, resignation, termination, etc.) from RISD, RISD will no longer have jurisdiction over the Respondent from the date of separation. Consequently, a Complaint may be dismissed at the discretion of Equity & Compliance. However, if the Respondent returns to RISD in any capacity, they will be subject to jurisdiction again, and any unresolved or unadjudicated Complaint may resume. The 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 after August 1, 2024. For alleged misconduct that occurred before August 1, 2024, the Complaint may be addressed under the Policy effective at the time of the alleged misconduct and the Procedures for the 2023-2024 academic year, in accordance with federal laws. RISD will maintain records of Complaints for seven (7) years.

All vendors serving RISD through third-party contracts are subject to the policies and procedures of their employers and/or to this Policy if their employer has agreed, through its contract with RISD, to be bound by it. RISD hopes and expects that vendors that do not have this specific language in their contract will cooperate with any process or procedure initiated by RISD under this Policy in response to a Report of Complaint received that relates to a third-party vendor and/or its employees.

When the Respondent is enrolled in or employed by another educational institution, Equity & Compliance may assist the Complainant in contacting the appropriate individual(s) at that institution, as it may be possible to pursue action under that institution's policies.

If a student or employee Complainant discloses to Equity & Compliance that they experienced discrimination, discriminatory harassment, and/or retaliation in an externship unaffiliated with RISD or in another environment external to RISD prior to or while attending RISD, and if there are effects of that external conduct that impact a student or employee's work or educational environment at RISD, Equity & Compliance will attempt to address those effects remedially. In that way, RISD will work with the student or employee to determine what combination of resources and support will help allow them to continue to access their work or studies.

9. 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 Complaint. At the time that supportive measures are offered, if a Complaint has not been filed, RISD will inform the Complainant that they may file a 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.

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 Complaint under this Policy. Violations of No-Trespass Orders may also result in arrest or prosecution.

The Parties are provided with a timely opportunity to seek modification or reversal of Equity & Compliance's decision to provide, deny, modify, or terminate supportive measures applicable to them. A request to do so should be made in writing to Equity & Compliance by emailing equitycompliance@risd.edu. An impartial employee other than the employee who implemented the supportive measures, who has authority to modify or reverse the decision, will determine whether to provide, deny, modify, or terminate the supportive measures, if they are inconsistent with the definition of supportive measures in this Policy. Equity & Compliance will also provide the Parties with the opportunity to seek additional modification or termination of supportive measures applicable to them, if circumstances change materially. Within ten (10) business days of receiving a request to modify or reverse supportive measures applicable to the Party requesting the modification or reversal, Equity & Compliance will notify the requesting Party of the decision to permit or deny the modification or reversal.

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.

10. Disability Accommodations

RISD partners with faculty, staff and students to ensure that all aspects of the RISD community are accessible, equitable and inclusive of individuals with disabilities. Consistent with this Policy, RISD will engage in the interactive process to provide reasonable accommodations to any qualified individual with a disability who has made RISD aware of their disability, provided that such accommodation does not constitute an undue hardship on RISD, consistent with all federal and state requirements.

In determining whether a requested accommodation creates an undue hardship on RISD, the appropriate RISD personnel will consider on a case-by-case basis whether such a request is unduly costly, extensive, substantial, or disruptive, and/or whether it would fundamentally alter the nature of RISD's operation or the essential nature of the course or program.

Employees seeking a reasonable accommodation to perform the essential functions of their job can learn more about Human Resource's Disability Accommodations process [here](#). Applicants for employment seeking a reasonable accommodation should contact Human Resources (humres@risd.edu; 401 454-6606) and ask to speak to the Director of Employment.

Students, including student employees, seeking reasonable accommodations can learn more about Disability Support Services and the academic and non-academic accommodations processes [here](#).

Appealing an Accommodation Decision:

If an accommodation request is denied, students, employees and applicants have the right to Appeal the denial by contacting RISD's ADA/504 Coordinator, Equity & Compliance generally, or by submitting a [Disability Accommodations Appeal Request Form](#) within ten (10) business days of receipt of the accommodation decision.

An Appeal for an accommodation decision must be based on one or more of the following grounds:

- There was a **procedural error** made during the accommodation review process that substantially impacted the outcome of the decision (e.g., you were not given an opportunity to participate in an "interactive process," or the collaborative effort to arrive at a reasonable accommodation).
- There was a **substantive error** (such as a misunderstanding of your accommodation request) made during the accommodation review process that substantially impacted the outcome of the decision. To submit an Appeal based on substantive errors, you must demonstrate that you already attempted to address the error(s) with the person(s) who made the original accommodation decision and were unable to resolve the issue.
- There is **evidence of bias or discrimination** on the part of the person(s) who made the accommodation decision that rendered them unable to consider your accommodation request objectively and completely.

A statement of Appeal must be in writing, must specify the grounds on which the Appeal is based, must describe the accommodation provided by RISD, and must set forth and explain in detail any relevant information. General dissatisfaction with a decision is not grounds for an Appeal.

The ADA/504 Coordinator will review the Appeal and materials submitted, request additional materials or statements as needed according to the Coordinator's discretion, and provide a written response to the Complainant within ten (10) business days.

Appeals written by third Parties will not be accepted.

The timeframes detailed above may be adjusted for good cause upon request by the Complainant.

Any person who believes they have been discriminated against on the basis of disability, including but not limited to their accommodations not being honored, should contact [Equity & Compliance](#) in accordance with this Policy.

11. Pregnancy & Related Conditions

A. Students

RISD will take specific actions to promptly and effectively prevent sex discrimination and ensure equal access to RISD's education programs and/or activities once a student, or a person who has a legal right to act on behalf of the student, notifies Equity & Compliance, of the student's pregnancy or related conditions. Equity & Compliance will consult with the student to determine each reasonable modification based on the student's individualized needs. Upon notification of a student's pregnancy or related condition, Equity & Compliance will:

- Provide the individual with RISD's Notice of Nondiscrimination;
- Implement reasonable modifications to RISD's policies, practices, or procedures as necessary, based on the student's individualized needs;
- Allow the student to voluntarily access any separate and comparable portion of RISD's education programs and/or activities;
- Allow the student to voluntarily take a leave of absence from RISD's education programs and/or activities to cover, at minimum, the period of time deemed medically necessary by the student's licensed healthcare provider (when the student returns to the RISD's education programs and/or activities, the student will be reinstated to the academic status and, as practicable, to the extracurricular status that the student held when the voluntary leave began);
- Ensure that the student can access a lactation space;
- Inform the student that they are not required to provide supporting documentation, or certification from a healthcare provider or any other person, to Equity & Compliance; unless the documentation is necessary and reasonable for Equity & Compliance to determine a reasonable modification, or a certified level of physical ability or health is necessary for participation in a class, program, or extracurricular activity, and such certification is required of all students participating in the class, program, or extracurricular activity, and the information obtained is not used as a basis for discrimination.

To the extent consistent with the actions specified in this Policy that Equity & Compliance can take upon receiving notification of a student's pregnancy or related conditions, RISD will treat pregnancy or related conditions in the same manner, and under the same policies, as any other temporary medical conditions with respect to any medical or hospital benefit, service, plan, or policy RISD administers, operates, offers, or participates in with respect to students admitted to RISD's education programs and/or activities.

B. Employees

RISD does not discriminate against any employee or applicant for employment on the basis of current, potential, or past pregnancy or related conditions. RISD treats pregnancy or related conditions as any other temporary medical conditions for all job-related purposes. Nothing in this Policy shall abridge the rights afforded to workers, including applicants and employees, affected by pregnancy, childbirth, or other related medical conditions under federal, state, or local laws. A qualified employee or applicant with known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions, may seek a reasonable accommodation unless the accommodation will cause an undue hardship by contacting Human Resources.

C. Admissions

In determining whether a person satisfies any policy or criterion for admission, or in making any offer of admission, RISD will treat pregnancy or related conditions in the same manner and under the same policies as any other temporary medical conditions; will not pose pre-admission inquiries as to the marital status of an applicant for admission (including whether such applicant is “Miss or Mrs”); and will not discriminate against any person on the basis of current, potential, or past pregnancy or related conditions, or adopt or implement any policy, practice, or procedure that discriminates.

D. Reasonable Modifications & Accommodations for Pregnancy and Related Conditions

Consistent with this Policy, RISD will provide reasonable modifications or accommodations to a RISD student, employee, or applicant upon request, provided that such modifications for students or accommodations for employees does not constitute an undue hardship on RISD consistent with all federal and state requirements. Equity & Compliance can assist in coordinating reasonable modifications to ensure students, including student employees, have equal access to RISD’s programs and activities. Human Resources can assist in coordinating reasonable accommodations to ensure employees have equal access to RISD’s programs and activities.

In determining whether a requested modification or accommodation creates an undue hardship on the college, the appropriate college personnel will consider on a case-by-case basis whether such a request is unduly costly, extensive, substantial, or disruptive, and/or whether it would fundamentally alter the nature of RISD’s operations. A modification that would fundamentally alter the nature of RISD’s education programs and/or activities is not a reasonable modification. An accommodation that would fundamentally alter the nature of the essential functions of the job is not a reasonable accommodation.

The student or employee has discretion to accept or decline each reasonable modification or accommodation offered by RISD. RISD will implement each reasonable modification or accommodation accepted by the student or employee.

Reasonable modifications or accommodations may include, but are not limited to, breaks during class/work to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom; intermittent absences to attend medical appointments; access to online or homebound education/work; changes in schedule or course sequence; extensions of time for coursework and rescheduling of tests and examinations; allowance to sit or stand, or carry or keep water nearby; counseling; changes in physical space or supplies (for example, access to a larger desk or a footrest); elevator access; or other changes to policies, practices, or procedures in consultation with the office overseeing such policy, practice, or procedure.

RISD does not engage in prohibited discrimination when it allows a student, based on pregnancy or related conditions, to voluntarily participate in a separate portion of its education programs and/or activities, and will ensure that the separate portion is comparable to that offered to students who are not pregnant and do not have related conditions.

E. Lactation Privacy Rooms

Lactation privacy rooms are located at 20 Washington Place, room 328, and Bayard Ewing Building (BEB), room 022. These rooms can be reserved via schedule.risd.edu or by contacting Equity & Compliance or Human Resources. Employees may also express breastmilk in their own private office and arrange for breaks to pump in accordance with Human Resources [policy](#).

Alternative spaces for expressing milk may be any private space shielded from view and free from intrusion from others and the public with a lock on the door. A bathroom shall not serve as a lactation space.

12. Religious Accommodations

Additionally, RISD will make good faith efforts to provide reasonable accommodations for a RISD community member who experiences a conflict between a class/work requirement and an individual's sincere religious beliefs, observances, or practices; unless such an accommodation would create an undue hardship for the RISD/department. Religious accommodation may be made by filling out the [Religious Accommodations Request Form](#).

Equity & Compliance will review each request. Reasonable accommodations will be determined collaboratively between the requestor and faculty/manager and be determined on a case-by-case basis. Factors that are considered in this determination include the nature of the accommodation requested, the duration of the request, alternative accommodations, the impact on the operation of the department/RISD, and the ability of the individual to perform the essential functions of their role if the accommodation is granted. Reasonable accommodations may include, but are not limited to: providing individuals with leave for religious observances, providing a time and/or place to pray, providing the flexibility to wear religious attire, permitting flexible scheduling or adjustments to work schedules, and/or paid or unpaid time off. The accommodations must be approved by the department in advance. Contents of this request will be shared only as necessary to consider the approval and/or implementation of a reasonable accommodation.

Any person who believes they have been discriminated against on the basis of their religion should contact Equity & Compliance in accordance with this Policy.

13. Online Harassment and Misconduct

RISD policies are written and interpreted broadly to include online manifestations of any of the behaviors prohibited below, when those behaviors occur in or have an effect on RISD's education program and activities, or when they involve the use of RISD networks, technology, and/or equipment.

Although RISD may not control websites, social media, and/or other venues through which harassing communications are made, when such communications are reported to RISD, Equity & Compliance will engage in a variety of means to address and mitigate the effects. These may include, but is not limited to the use of a Resolution Process under this Policy, under the Code of Student Conduct or applicable Human Resources policies, or any other RISD policy in order to address off-campus conduct whose effects contribute to limiting or denying a person access to RISD's education programs and/or activities.

14. Inclusion Related to Gender Identity/Expression

RISD strives to ensure that all individuals are safe, included, and respected in their working and learning environments, regardless of their sex and gender identity or expression, including but not limited to, intersex, nonbinary, transgender, agender, two-spirit, and gender-diverse students and employees.

Discrimination and discriminatory harassment on the basis of gender identity or expression are not tolerated by RISD. If a member of the RISD community believes they have been subjected to discrimination or discriminatory harassment under this Policy, they should follow the appropriate reporting process described herein.

RISD is committed to fostering a climate where all identities are valued, contributing to a more vibrant and diverse community. The purpose of this Policy is to have RISD administratively address issues that some students and employees may confront as they navigate systems originally designed around the assumption that gender is binary. As our society's understanding of gender evolves, so do RISD's policies and processes.

In the limited circumstances where Title IX law, and subsequently this Policy, permits different treatment or separation based on sex, RISD will not implement differential treatment by means that subjects a person to more than *de minimis* harm. Adopting a policy or practice preventing someone from participating in a program/activity consistent with their gender identity violates *de minimis* harm.

Concepts like misgendering and deadnaming may not be familiar to all, but understanding them is essential to RISD's goal of being as welcoming and inclusive of a community as possible.

Misgendering is the intentional or unintentional use of pronouns or identifiers that are different from those used by an individual. Unintentional misgendering is usually resolved with a simple, sincere apology if someone clarifies their pronouns for you. Intentional misgendering is inconsistent with the type of community we hold ourselves out to be, and may constitute a Policy violation if the effect is greater than *de minimis* harm. We each have a right to determine our own gender identity and expression, but we don't get to choose or negate someone else's.

Deadnaming, along with misgendering, can be very traumatic to a person who is transgender, transitioning, nonbinary, or gender-diverse. Unintentional deadnaming can be addressed by a simple, sincere apology and an effort to use the person's chosen name. Intentional deadnaming could be a form of bullying, outing, or otherwise harassing an individual, and may constitute a Policy violation if the effect is greater than *de minimis* harm.

This Policy should be interpreted consistent with the goals of maximizing the inclusion of intersex, transgender, transitioning, agender, nonbinary, and gender-diverse students and employees, including:

- Maintaining the privacy of all individuals consistent with law;
- Ensuring all RISD community members have equal access to educational programming, activities, and facilities, including restrooms and locker rooms;
- Ensuring all employees have equal access to employment opportunities and work, service, or health-related facilities;
- Providing professional development for employees and education for students on topics related to gender inclusion; and

- Encouraging all students and employees to respect the pronoun usage and identities of all members of the RISD community.

Preventing someone from participating in a RISD program or activity consistent with their gender identity violates *de minimis* harm.

Additionally, RISD does not restrict roommate pairings based on sex, gender identity, or gender expression. This means that any student can choose to live with any other student, regardless of sex, gender identity, or gender expression in a shared room. Please contact housing@risd.edu to learn more about gender-inclusive housing options.

RISD uses a number of interventions to address concerns that are raised related to gender-based harassment or discrimination, including problem-solving, intervention, confrontation, investigation, and Policy enforcement. RISD will offer remedial solutions or enforce its Policies while also respecting the rights of all members of its community.

15. Prohibited Conduct

Students and employees are entitled to an employment and educational environment that is free of discrimination, discriminatory harassment, and retaliation. This Policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane but controversial or sensitive subject matters protected by academic freedom.

The sections below describe the specific forms of legally prohibited discrimination, discriminatory harassment, and retaliation that are also prohibited under RISD Policy. When speech or conduct is protected by academic freedom, as confirmed by Equity & Compliance and applicable laws and policies, it will not be considered a violation of RISD Policy; supportive measures will still be available to those impacted.

All Prohibited Conduct definitions below encompass actual and/or attempted offenses.

Any of the following offenses can be charged individually, or combined as pattern offenses, in which case the Notice of Investigation and Allegations or Notice of Allegation(s) (“NOIA/NOA”) will clearly indicate that both individual incidents and a pattern of conduct are being investigated. A pattern may exist and be charged when there is a potential substantial similarity to incidents where the proof of one could make it more likely that the other(s) occurred, and vice-versa. Patterns may exist based on target selection, similarity of offense, or other factors. Where a pattern is found, it can be the basis to enhance sanctions, accordingly.

Violation of any other RISD policies may constitute discrimination or discriminatory harassment when motivated by actual or perceived protected characteristic(s), and the result is a limitation or denial of employment or educational access, benefits, or opportunities.

A. Bias Incidents

Bias Incidents are acts of prejudice on the basis of a protected characteristic that are not crimes and do not involve violence, threats, or property damage. Bias incidents can be related to an event, image, utterance, or behavior that demeans or degrades an individual or group based on their belonging or perceived belonging to a particular identity group. Bias incidents are not required to be violations of any state, federal, or

local statutes, and, at the time of reporting, do not have to be determined to have violated other RISD policies. Although bias incidents can also be acts of discriminatory harassment, not all bias incidents constitute discriminatory harassment.

RISD recognizes that bias may present as either localized or community-based incidents. All reported incidents will be reviewed by Equity & Compliance to determine appropriate response steps. At any time, other factors may also be considered. An incident does not need to meet all criteria listed to be categorized as bias.

- 1) Localized Bias Incidents:** are categorized as incidents that would warrant a localized response from a member of the RISD community; were seen or heard by few people (e.g., between roommates, in a small gathering); do not necessarily violate RISD policy or local, state, or federal laws; the biased material was contained to those involved; and/or the incident may not constitute a hate crime under governing law.

An example of a localized bias incident that may warrant a localized response is a racist joke told in a residence hall room.

- 2) Community Bias Incidents:** are categorized as incidents that may warrant a RISD community response based on the community impact; were seen or heard by many; may violate RISD policy; that gained media and/or interest from outside the RISD community; and/or that can be investigated as a hate crime.

An example of a community bias incident that may warrant a community response could be a banner hung on the RISD Beach with homophobic slurs written on it.

Other examples of bias-related conduct could include, but is not limited to:

- Jokes that are demeaning to a group of people based on their actual or perceived protected characteristic(s);
- Holding a “date” auction;
- Performing a skit in which participants use blackface or other ethnic group makeup or props;
- Hosting a tokenizing culturally themed event or party;
- Assuming characteristics of a minoritized group for advertising; or
- Posting flyers or graffiti that contain demeaning or insensitive language or images.

All 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 (Procedures, Section 12. B.).

B. Discrimination

Discrimination is different treatment with respect to an individual’s employment or participation in an education program or activity based, in whole or in part, upon the individual’s actual or perceived protected characteristic. Discrimination also includes allegations of a failure to provide or honor reasonable accommodations as required by law or policy, such as for disability or religion.

Discrimination can take two primary forms:

- 1) **Disparate Treatment Discrimination:** Any intentional differential treatment of a person or group of people that is based on an individual's actual or perceived protected characteristic and that: excludes an individual from participation in; denies the individual benefits of; or otherwise adversely affects a term or condition of an individual's participation in a RISD program or activity.
- 2) **Disparate Impact Discrimination:** Occurs when policies or practices, that may appear to be neutral, intentionally or unintentionally result in a disproportionate impact on a protected group or person that excludes an individual from participation in; denies the individual benefits of; or otherwise adversely affects a term or condition of an individual's participation in a RISD program or activity.

C. Discriminatory Harassment

Discriminatory harassment is unwelcome conduct on the basis of actual or perceived protected characteristic(s), that, based on the totality of the circumstances, is subjectively and objectively offensive, and is so severe or pervasive, that it limits or denies a person's ability to participate in or benefit from RISD's education programs and/or activities.

D. Hate Crimes

A hate crime is a crime motivated by bias against people or groups on the basis of actual or perceived race, color, religion, national origin, sexual orientation, gender, gender identity, or disability. The "crime" in hate crime is often a violent crime, such as assault, murder, arson, vandalism, or threats to commit such crimes. It may also cover conspiring or asking another person to commit such crimes, even if the crime was never carried out.

E. Sex-based Harassment

Sex-based Harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex,² including sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity; sexual assault, dating violence, domestic violence, and stalking.

Sex-based harassment can take the following forms:

- 1) **Quid pro quo:** occurs when an employee, agent, or other person authorized by RISD, to provide an aid, benefit, or service under RISD's education programs and/or activities, explicitly or impliedly conditions the provision of such aid, benefit, or service, on a person's participation in unwelcome sexual conduct.
- 2) **Hostile Environment Harassment:** occurs when unwelcome sex-based conduct, that, based on the totality of the circumstances, is subjectively and objectively offensive, and is so severe or pervasive, that it limits or denies a person's ability to participate in or benefit from RISD's education programs and/or

² Throughout this Policy, "on the basis of sex" means conduct that is sexual in nature, or that is directed to the Complainant because of their actual or perceived sex or gender identity.

activities (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact specific inquiry that includes a consideration of the following

- a. The degree to which the conduct affected the Complainant's ability to access RISD's education programs and/or activities;
- b. The type, frequency, and duration of the conduct;
- c. The Parties' ages, roles within RISD's programs and/or activities, previous interactions, and other factors about each Party that may be relevant to evaluating the effects of the conduct;
- d. The location of the conduct and the context in which the conduct occurred; and
- e. Other sex-based harassment in RISD's education programs and/or activities.

RISD reserves the right to address offensive conduct and/or harassment that (1) does not rise to the level of creating a hostile environment, or (2) that is of a generic nature and not based on a protected characteristic. Addressing such conduct will not result in the imposition of discipline under this Policy, but may be addressed through respectful conversation, remedial actions, education, other Informal Resolution mechanisms, and/or other RISD policies such as the Code of Student Conduct or Respect in the Workplace Policy as applicable.

3) **Sexual Assault:**

Any sexual act directed against another person, without the effective consent of the Complainant, including instances where the Complainant is incapable of giving consent that includes any of the following.³

- a. **Nonconsensual Sexual Intercourse** includes:
 - o **Rape:** anal, oral, or vaginal penetration, no matter how slight, with any body part or object, without the effective consent of the Complainant, including instances in which the Complainant is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity;
 - o **Incest:** non-forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by state law; and
 - o **Statutory Rape:** non-forcible sexual intercourse with a person who is under the statutory age of consent (in Rhode Island the age of consent is 16).
- b. **Fondling:** the touching of the private body parts (including but not limited to breasts, buttocks, and/or groin) of the Complainant by the Respondent, or causing the Complainant to touch the Respondent's private body parts, intentionally for a sexual purpose without the effective consent of the Complainant, including instances where the Complainant is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity.

³ This definition of sexual assault does not constitute a chargeable offense under the Policy. It is a description encompassing the four chargeable offenses (rape, incest, statutory rape, and fondling) listed below.

- 4) **Dating Violence:** violence⁴ committed by a Respondent, who is in or has been in a sexual or romantic relationship with the Complainant; and where the existence of such a relationship shall be determined based on a consideration of the following factors: length of the relationship, type of relationship, and frequency of the interaction between the Parties involved in the relationship.
- 5) **Domestic Violence:** felony or misdemeanor crimes committed by a person who: is a current or former spouse or intimate partner of the Complainant under the family or domestic violence laws of Rhode Island, or a person similarly situated to a spouse of the Complainant; is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner; shares a child in common with the Complainant; or commits acts against a youth or adult Complainant who is protected from those acts under the family or domestic violence laws of Rhode Island.

It should be understood that dating violence and domestic violence applies to any pattern of coercive behavior that is used by one person to gain power and control over a current or former intimate or dating partner. This pattern of behavior may include, but is not limited to, physical or sexual violence, emotional and psychological intimidation, threats, verbal abuse, stalking, isolation, and/or economic control.

- 6) **Stalking:** engaging in a course of conduct⁵ on the basis of sex, that is directed at a specific person that would cause a reasonable person to fear for their own safety or the safety of others; or suffer substantial emotional distress.⁶
- 7) **Abuse in Later Life:** neglect, abandonment, economic abuse, or willful harm of an adult aged 50 or older by an individual in an ongoing relationship of trust with the victim; or domestic violence, dating violence, sexual assault, or stalking of an adult aged 50 or older by any individual; and does not include self-neglect.
- 8) **Economic Abuse:** in the context of domestic violence, dating violence, and abuse in later life, behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to restrict a person's access to money, access to money, assets, credit, or financial information; unfairly uses a person's personal economic resources, including money, assets, and credit, for one's own advantage; or exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney,

⁴ For purposes of this Policy, violence is defined as intentionally or recklessly causing the Complainant physical, emotional, or psychological harm. Legitimate use of violence for self-defense is not chargeable under this Policy because the purpose is safety, not harm. Consensual use of violence, such as in kink relationships, would also not meet this definition, in most circumstances.

⁵Stalking can occur in person or using technology, and the duration, frequency, and intensity of the conduct should be considered. Stalking tactics can include, but are not limited to watching, following, using tracking devices, monitoring online activity, unwanted contact, property invasion or damage, hacking accounts, threats, violence, sabotage, and attacks.

⁶In the context of stalking, a Complainant is not required to obtain medical or other professional treatment, and counseling is not required, to show substantial emotional distress.

guardianships, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has fiduciary duty.

- 9) Forced Marriage:** means a marriage to which one or both Parties do not or cannot consent, and in which one or more elements of force, fraud, or coercion is present. Forced marriage can be both a cause and a consequence of domestic violence, dating violence, sexual assault, or stalking.
- 10) Technological Abuse:** an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces or platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.
- 11) Sexual Exploitation:** occurs when an individual takes non-consensual or abusive sexual advantage of another, that does not constitute Sex-based Harassment as defined above, for their own benefit or for the benefit of anyone other than the person being exploited.

Examples of Sexual Exploitation include, but are not limited to:

- Sexual voyeurism (such as observing or allowing others to observe a person undressing or using the bathroom or engaging in sexual acts, without the consent of the person being observed);
- Invasion of sexual privacy (e.g., doxxing);
- Knowingly making an unwelcome disclosure of, or threatening to disclose, an individual's sexual orientation, gender identity, or gender expression (purposefully "outing" someone);
- Taking pictures, video, or audio recording of another in a sexual act, or in any other sexually related activity when there is a reasonable expectation of privacy during the activity, without the consent of all involved in the activity; or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity, or disseminating sexual pictures without the photographed person's consent), including the making or posting of non-consensual pornography;
- Prostituting another person;
- Engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or a sexually transmitted disease (STD) or infection (STI), without informing the other person of the virus, disease, or infection;
- Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person's ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity;
- Misappropriation of another person's identity on apps, websites, or other venues designed for dating or sexual connections (e.g., spoofing);

- Forcing a person to take an action against that person's will by threatening to show, post, or share information, video, audio, or an image that depicts the person's nudity or sexual activity;
- Knowingly soliciting a minor for sexual activity;
- Engaging in sex trafficking;
- Knowingly creating, possessing, or disseminating child sexual abuse images or recordings;
- Creating or disseminating synthetic media, including images, videos, or audio representations of individuals doing or saying sexually-related things that never happened, or placing identifiable real people in fictitious pornographic or nude situations without their consent (i.e., Deepfakes); or
- Creating or disseminating images or videos of child sexual abuse material

F. Other Prohibited Conduct

- 1) **Retaliation:** Any adverse action, including intimidation, threats, coercion, or discrimination, against any person, by RISD, a student, employee, or a person authorized by RISD to provide aid, benefit, or service under RISD's education programs and/or activities, for the purpose of interfering with any right or privilege secured by law or Policy, or because the person has engaged in protected activity, including reporting information, making a Complaint, testifying, assisting, or participating/refusing to participate in any manner in an investigation or Resolution Process under this Policy and its Procedures, including an Informal Resolution process, or in any other appropriate steps taken by RISD to promptly and effectively end any discrimination in its education programs and/or activities, prevent its recurrence, and remedy its effects.

The exercise of rights protected under academic freedom does not constitute retaliation. It is also not retaliation for RISD to pursue Policy violations against those who make materially false statements in bad faith in the course of a resolution under this Policy. However, the determination of responsibility, by itself, is not sufficient to conclude that any Party has made a materially false statement in bad faith.

- 2) **Unauthorized Disclosure:** Distributing or otherwise publicizing materials created or produced during an investigation or Resolution Process, except as required by law or as expressly permitted by RISD, or disclosing a Party's personally identifiable information without authorization from RISD or consent of the Party, is strictly prohibited.

RISD's process is private by federal law; in accordance with this, discretion is requested to minimize the sharing of information and to preserve the integrity of the process. Parties and Advisors are prohibited from unauthorized disclosure of information obtained by RISD through the Resolution Process, to the extent that information is the work product of RISD (meaning it has been produced, compiled, or written by RISD for purposes of its investigation and resolution of a Complaint). It is also a violation of RISD Policy to publicly disclose work product or a Party's personally identifiable information without authorization of RISD or consent of the Party.

In the event of Unauthorized Disclosure, Equity & Compliance reserves the right to collaborate with the appropriate office(s) to resolve the reported incident(s) with the goals of stopping the behavior, remedying its effects, and preventing its recurrence. These may include the use of a Resolution Process under this Policy, or under the Code of Student Conduct or applicable Human Resources policies.

Nothing in this section restricts the ability of the Parties to: obtain and present evidence, including by speaking to Witnesses (as long as it does not constitute Retaliation under this Policy), consult with their family members, confidential resources, or Advisors; or otherwise prepare for or participate in the Resolution Process.

3) Failure to Comply/Process Interference:

While participation in a Resolution Process is voluntary, such behavior is prohibited:

- Failure to comply with the reasonable directives of Equity & Compliance in the performance of their official duties, including but not limited to failure to complete annual Equity & Compliance training or failure to comply with the terms of a No Contact Directive;
- Failure to comply with emergency removal or interim suspension terms;
- Failure of a Respondent to comply with applicable sanctions;
- Failure of an authorized employee to enforce sanctions;
- Failure to adhere to the terms of an agreement achieved through Informal Resolution;
- Failure to comply with mandated reporting duties as defined in this Policy;
- Interference with the Title IX resolution process, including but not limited to:
 - Destruction of or concealing of evidence;
 - Actual or attempted solicitation of knowingly false statements or providing false statements or evidence; or
 - Intimidating or bribing a Witness or Party.

In the event of Failure to Comply/Process Interference, Equity & Compliance reserves the right to collaborate with the appropriate office(s) to resolve the reported incident(s) with the goals of stopping the behavior, remedying its effects, and preventing its recurrence. These may include the use of a Resolution Process under this Policy, or under the Code of Student Conduct or applicable Human Resources policies.

E) Other Relevant Definitions

- 1) Coercion:** the use of an unreasonable amount of pressure to initiate or continue sexual activity against an individual's will. Coercion is more than an effort to gain consent, persuade, entice, or attract another person to engage in sexual activity. If coercion, intimidation, threats, and/or physical force is used, there is no consent.
- 2) Course of Conduct:** a pattern of conduct composed of two or more acts, evidencing a continuity of purpose.⁷

⁷As defined in 18 USC § 2266(2).

- 3) Effective Consent:** defined as conscious, informed, freely and voluntarily given, mutually understandable words or actions which indicate a willingness to participate in a specific mutually agreed upon sexual activity.

Engaging in any form of sexual contact or activity with another person without that person's effective consent is strictly forbidden. For purposes of this provision, (a) it is the responsibility of the person seeking to initiate sexual contact or activity to obtain such consent, not of the intended recipient of such contact or activity to deny such consent, and (b) valid consent cannot be obtained from a person whose ability to make decisions is incapacitated by alcohol, drugs, or other intoxicants or by mental or physical condition; who is unaware that the sexual contact or conduct is being committed; or who is compelled or coerced to grant consent by force, threat of force, deception, or supervisory or disciplinary authority.

For consent to be established, there must be a clear expression in words or actions that the other individual consented to that specific sexual activity. Consent is evaluated from the perspective of what a reasonable person would conclude are mutually understandable words or actions. Reasonable reciprocation can establish consent.

Consent can also be withdrawn once given. The individual seeking to withdraw consent must reasonably and clearly communicate the withdrawal. If consent is withdrawn, sexual activity should cease within a reasonably immediate time.

Silence or lack of resistance alone should not be interpreted as consent. The absence of resistance does not demonstrate consent. While resistance is not required or necessary, it is a clear demonstration of non-consent.

Consent to some sexual activity (e.g., kissing or touching) cannot be assumed to be consent for other sexual activity (e.g., intercourse). A current or previous intimate relationship is not sufficient to constitute consent. If an individual expresses conditions on their willingness to consent (e.g., use of birth control) or limitations on the scope of their consent, those conditions and limitations must be respected. For example, if a sexual partner shares the clear expectation for the use of a condom (or other form of contraception/STI barrier), or to avoid internal ejaculation, and those expectations are not honored, the failure to use and/or the removal of contraception/barriers, or the act of non-consensual internal ejaculation, can be considered acts of sexual assault.

Additionally, going beyond the boundaries of consent is prohibited. Thus, unless a sexual partner has consented to slapping, hitting, hair pulling, strangulation, or other physical roughness during otherwise consensual sex, those acts may constitute dating violence or sexual assault.

Consent in relationships must also be considered in context. When Parties consent to BDSM (bondage, discipline, sadism, masochism) or other forms of kink, non-consent may be shown by the use of a safe word. Resistance, force, violence, or even saying "no" may be part of the kink and thus consensual; however Parties must engage in conversations, prior to engaging in such conduct, in order to establish consent and boundaries.

Gathering and evaluating evidence of consent or non-consent is not the burden of either Party involved in a Complaint. The burden remains on RISD to determine whether its Policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged misconduct occurred, and any similar and previous patterns that may be cited as evidence.

4) Force

Force is the use of physical violence and/or physical imposition to gain sexual access. Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Force is conduct that, if sufficiently severe, can negate consent.

Force also includes threats, intimidation (implied threats), and/or coercion that is intended to overcome resistance or produce consent.

5) Coercion

Coercion is unreasonable pressure for sexual activity. Coercive conduct, if sufficiently severe, can render a person's consent ineffective, because it is not voluntary. When someone makes clear that they do not want to engage in sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual activity, continued pressure beyond that point can be coercive. Coercion is evaluated based on the frequency, intensity, isolation, and/or duration of the pressure involved.

6) Incapacitation: a state where a person cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the "who, what, when, where, why, and how" of their sexual interaction), provided that the Respondent knew or reasonably should have known of the person's incapacity.

A person cannot consent if they are unable to understand what is happening, disoriented, helpless, asleep, or unconscious for any reason, including because of alcohol or other drug consumption.

Although each individual is different, there are some common and observable signs that someone is incapacitated or approaching incapacitation, including but not limited to: slurred or incomprehensible speech, stumbling or trouble maintaining balance, combativeness, emotional volatility, vomiting, incontinence, and/or unconsciousness. A person who is incapacitated may not be able to understand or coherently answer some, or all, of the following questions: Do you know where you are? Do you know how you got here? Do you know what is happening? Do you know who you are with?

A person who is not incapacitated at the beginning of sexual activity, may, by virtue of alcohol or drug ingestion prior to, or during, the activity, reach a state of incapacitation as the activity continues and progresses. Someone who is sleeping or completely passed out is incapacitated. Incapacitation is determined

through consideration of all relevant indicators of a person's state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.

This Policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating substances.

Being intoxicated or impaired by drugs and/or alcohol does not excuse one from the responsibility to obtain consent.

When there is a determination of incapacitation, two additional questions are relevant: First, did the person initiating sexual activity know that the other Party was incapacitated? If the answer to the first question is "No," ask: Should a sober, reasonable person in the same situation have known that the other Party was incapacitated? If the answer to either question is "Yes," consent was absent.

- 7) **Romantic or Sexual Relationship:** any intimate, sexual, or other type of romantic or amorous⁸ relationship, whether casual or serious, short- or long-term, or consensual or non-consensual. A single sexual encounter is considered a sexual relationship under this Policy. Conversely, the relationship does not have to include physical intimacy if a romantic relationship exists that is beyond the reasonable boundaries of a collegial or professional relationship.

16. Standard of Proof

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).

17. Reports & Complaints of Discrimination, Discriminatory Harassment, and/or Retaliation

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 Complaint provides notice to RISD that the Complainant would like to initiate a Formal or Informal Resolution Process. A Complainant or individual may initially make a Report and may decide at a later time to make a Complaint. Reports or 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.

⁸ showing, feeling, or relating to sexual desire

- 2) File a verbal or written Complaint with Equity & Compliance. A verbal or written Complaint may be made at any time (including during non-business hours) by using the Public Safety phone number (401 454-6666), email address (equitycompliance@risd.edu), or by mail to Equity & Compliance (20 Washington Place, Providence, RI 02903).

Individuals who file a Report are not required to also file a 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 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

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 Mandated Reporter requirements outlined in this Policy.

18. Time Limits on Reporting

There is no time limitation for Complainants to file Reports/Complaints to Equity & Compliance. However, if the Respondent is no longer subject to RISD's jurisdiction and/or significant time has passed, the ability to investigate, respond, and/or provide remedies may be limited.

Equity & Compliance has the discretion to determine if a Report and/or Complaint can be reasonably addressed, taking into consideration factors including but not limited to, the length of time that has passed since the alleged incident occurred, jurisdiction of the Parties, and the rescission or revision of this Policy. Equity & Compliance may document the allegations for future reference, offer supportive measures and/or remedies, and/or engage in available Resolution Processes.

19. False Allegations and Evidence

Deliberately false and/or malicious allegations under this Policy are a serious offense and will be subject to appropriate disciplinary action. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a determination of a Policy violation.

Additionally, Witnesses and Parties who knowingly provide false evidence, tamper with or destroy evidence, or deliberately mislead an official conducting an investigation or Resolution Process can be subject to discipline under appropriate RISD policies.

20. Confidentiality and Privacy

Equity & Compliance will take reasonable efforts to protect the privacy of the Parties and Witnesses. Equity & Compliance will not share the identity of an individual who has made a Complaint of discrimination, discriminatory harassment, and/or retaliation; any Complainant; any individual who has been reported to be the perpetrator of discrimination, discriminatory harassment, and/or retaliation; any Respondent; or any Witness, except as permitted by, or to fulfill the purposes, of applicable laws and regulations (e.g., Title IX), Family Educational Rights and Privacy Act (FERPA), and its implementing regulations, or as required by law; including any investigation, or resolution proceeding arising under these policies and procedures.^{9,10}

- **Privacy** means that information related to a Complaint will be shared with a limited number of RISD employees who “need to know” in order to assist in providing supportive measures or evaluating, investigating, or resolving the Complaint. All employees who are involved in RISD’s response to Reports and Complaints under this Policy receive specific training and guidance about sharing and safeguarding private information in accordance with federal and state law.
- **Confidentiality** exists in the context of laws or professional ethics (including Title IX) that protect certain relationships, including clinical care, mental health providers, and counselors. Confidentiality also applies to those designated by RISD as Confidential Employees for purposes of reports under this Policy, regardless of legal or ethical protections.
- **Privilege** exists in the context of laws that protect certain relationships, including attorneys, spouses, and clergy. Privilege is maintained by a provider unless a court orders release or the holder of the privilege (e.g., a client, spouse, parishioner) waives the protections of the privilege. RISD treats employees who have the ability to have privileged communications as Confidential Employees.

⁹ 20 U.S.C. 1232g

¹⁰ 34 C.F.R. § 99

Equity & Compliance reserves the right to determine which RISD officials have a legitimate educational interest in being informed about student-related incidents that fall under this Policy, pursuant to FERPA.

Only a small group of officials who need to know will typically be told about a Complaint. Information will be shared as necessary with Investigators, Decision-maker(s)s, Appeal Decision-maker(s)s, Witnesses, the Parties, and the Parties' Advisors. The circle of people with information regarding a Complaint will be kept as tight as possible to preserve the Parties' rights and privacy, and release of such information is governed by this Policy with regards to privacy and unauthorized disclosure.

Equity & Compliance, or other authorized RISD officials, may contact students' parents/guardians to inform them of situations in which there is a significant and articulable health and/or safety risk but will usually consult with the student prior to doing so.

21. Emergency Removal, Interim Actions, and Leaves

RISD can act to remove a student Respondent accused of Sex Discrimination or Sex-based Harassment 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 and may be done in conjunction with the Threat Assessment Team. Students accused of other forms of discrimination (non-sex-based) are subject to interim suspension, which can be imposed for safety reasons. Employees are subject to existing procedures for interim actions and leaves in accordance with applicable Human Resources policies.

22. Federal Timely Warning Obligations

RISD must issue timely warnings for reported incidents that pose a serious or continuing threat of bodily harm or danger to members of the RISD community.

RISD will ensure that a Complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

23. Amnesty

RISD encourages the reporting of misconduct and crimes by Complainants and Witnesses. Sometimes, Complainants or Witnesses are hesitant to file a Report or Complaint with RISD officials or participate in a Resolution Process because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the RISD community that Complainants choose to report misconduct to RISD officials, that Witnesses come forward to share what they know, and that all Parties be forthcoming during the process.

To encourage reporting and participation in the process, RISD maintains a policy of offering Parties and Witnesses amnesty from other RISD policy violations related to the incident. However, granting amnesty is a discretionary decision made by RISD, and amnesty does not

apply to more serious allegations, such as physical abuse of another person or illicit drug distribution.

24. Federal Statistical Reporting Obligations

Certain institutional officials (those deemed Campus Security Authorities under the Clery Act) have a duty to report the following for federal statistical reporting purposes under the Clery Act:

- 1) All “primary crimes,” which include criminal homicide, sexual assault, robbery, aggravated assault, burglary, motor vehicle theft, and arson;
- 2) Hate crimes, which include any bias-motivated primary crime as well as any bias-motivated larceny or theft, simple assault, intimidation, destruction/damage/vandalism of property;
- 3) Violence Against Women Act (VAWA) crimes, which include sexual assault, domestic violence, dating violence, and stalking; and
- 4) Arrests and referrals for disciplinary action for weapons law violations, liquor law violations, and drug law violations

All personally identifiable information is kept private, but statistical information regarding the type of incident and its general location (on- or off-campus or in the surrounding area, but no addresses are given) must be shared with Equity & Compliance and/or Public Safety for publication in the Annual Security Report and daily campus crime log. Campus Security Authorities (CSAs) include student affairs/student conduct staff, campus law enforcement/public safety/security, local police, coaches, athletic directors, residence life staff, student activities staff, human resources staff, advisors to student organizations, and any other official with significant responsibility for student and campus activities.

25. Independence and Conflicts of Interest

Equity & Compliance acts with independence and authority, free from bias and conflicts of interest. Equity & Compliance oversees all resolutions under this Policy and these procedures. All Investigators and Decision-maker(s) are trained to ensure they are not biased for or against any Party in a specific Complaint, or for or against Complainants and/or Respondents, generally.

To raise any concern involving bias, misconduct, or discrimination by Equity & Compliance, contact [Human Resources](#). Concerns of bias, misconduct, discrimination, or a potential conflict of interest by any Investigator and/or Decision-maker(s) should be raised with Equity & Compliance.

26. Revision of this Policy

Equity & Compliance reviews and updates these policies and procedures regularly. Equity & Compliance reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

If government 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 government laws, regulations, or court holdings.

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

This Policy is effective August 1, 2024.

PROCEDURES FOR NONDISCRIMINATION POLICY (Hereinafter the “the Procedures”)

1. Overview

RISD will act on any Report or 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 below apply to all allegations of discrimination on the basis of an actual or perceived protected characteristic, harassment, retaliation, 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.

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 Complaints

Upon receipt of a Report or a Complaint of an alleged Policy violation, Equity & Compliance will initiate a prompt initial evaluation to determine RISD’s next steps. Equity & Compliance will contact the Complainant/source of the Report to offer supportive measures, provide information regarding resolution options, and determine how they wish to proceed.

3. 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, to 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, but 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.

4. Initial Evaluation

Equity & Compliance conducts an initial evaluation typically within seven (7) business days of receiving a Report or Complaint of alleged misconduct.¹¹ The initial evaluation typically includes:

¹¹ 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 may not reasonably constitute a violation of the Policy, the matter is typically dismissed from this process, consistent with the dismissal provision in these Procedures. It may then be referred to another process, if applicable, 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 Complaint or if Equity & Compliance needs to initiate a Complaint;
- Notifying the Respondent of the Resolution Processes, including an Informal Resolution option, if a Complaint is filed.

Review of Resolution Process Options with Complainant

If the Complainant indicates they wish to initiate a Complaint (in a manner that can reasonably be construed as reflecting intent to make a 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 will 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 Complaint

If the Complainant does not wish to file a Complaint, Equity & Compliance, who has ultimate discretion as to whether a Complaint is initiated, will offer supportive measures and determine whether to initiate a Complaint. To make this determination, Equity & Compliance will evaluate if

there is a serious and imminent 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 initiation of a Complaint;
- The Complainant's reasonable safety concerns regarding initiation of a Complaint;
- The risk that additional acts of Prohibited Conduct would occur if a 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 whether to initiate a Complaint.

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

5. Dismissal

Equity & Compliance **may** dismiss a 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 Complaint, and Equity & Compliance declines to initiate a Complaint;
- 4) RISD determines the conduct alleged in the Complaint would not constitute a Policy violation, if proven under the preponderance of the evidence standard.

A Complainant who decides to withdraw a 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.

6. Appeal of Dismissal

The Complainant may Appeal a dismissal of their Complaint. The Respondent may also Appeal the dismissal of the Complaint if dismissal occurs after the Respondent has been made aware of the allegations. All dismissal Appeal requests must be filed within ten (10) business days of the notification of the dismissal.

Equity & Compliance will notify the Parties of any Appeal of the dismissal. If, however, the Complainant Appeals, but the Respondent was not notified of the Complaint, Equity & Compliance will provide the Respondent with an NOA/NOIA and will notify the Respondent of the Complainant's Appeal with an opportunity to respond.

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 Complaint;
- Provide the Parties a reasonable and equal opportunity to make a statement in support of, or challenging, the dismissal; and
- Notify the Parties of the result of the Appeal and the rationale for the result.

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 complainants or respondents generally or the individual Complainant or Respondent 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 ten (10) business days for other Parties 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. This Appeal will be provided in writing to the other Parties, and Equity & Compliance, who 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 Parties to the Appeal Officer for consideration.

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 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 notify all Parties and their Advisors, and Equity & Compliance, of their decision and rationale in writing. The effect will be to reinstate the 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.

7. Emergency Removal/Interim Suspension of a Student

RISD may remove a student accused of Sex Discrimination or Sex-based Harassment upon receipt of a Report, a 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 imminent and serious threat to the health or safety of a Complainant or any student, employee, or other person, arising from the allegations of sex discrimination justifies such action. Students accused of other forms of discrimination (non-sex-based) are subject to interim suspension, which can be imposed for safety reasons.

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 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.

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 imminent and serious threat because conditions related to imminence 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.

Interim Suspension

An interim suspension may be imposed by the Vice President for Student Life and Engagement (VPSLE), 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 VPSLE 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 VPSLE 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 VPSLE or their designee will evaluate the request and may consult with the student and/or others as they deem appropriate. The VPSLE 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. 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 evaluation, 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.

9. 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.¹² 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.

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:

- 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 directly related to the allegations during the resolution process, if applicable;
- Reviewing the investigation report before the Hearing, if applicable;
- Assisting¹³ 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.

¹² "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).

¹³ 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.

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/NOA during the course of a Resolution Process, unless there are health and safety risks to self, to others, or to 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 an 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.

E. Records Shared with Advisors

Advisors are entitled to the same opportunity as the Party to access relevant 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 expects an Advisor to adjust their schedule 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 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.

10. Resolution Process Pool

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:

- Appropriate intake of and initial guidance pertaining to Complaints;
- Advisor to Parties;
- Informal Resolution Facilitator;
- Perform or assist with initial evaluation;
- Investigator;
- Hearing Facilitator;
- Decision-maker(s) for challenges to emergency removal and supportive measures;
- Decision-maker(s);
- Appeal Officer

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 Complaints, 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;
- RISD's Resolution Process 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;
- The definitions of all prohibited conduct;
- 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 at a live Hearing;
- Issues of relevance of questions and evidence;
- Issues of relevance and creating an investigation report that fairly summarizes relevant 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.

Additional Training Elements Specific to Title IX

All Investigators, Decision-maker(s), and other persons who are responsible for implementing RISD's Title IX policies and procedures will receive training related to their duties under Title IX promptly upon hiring or change of position that alters their duties under Title IX or this part, and annually thereafter. Materials will not rely on sex stereotypes. Training topics include, but are not limited to:

- How to conduct a sex discrimination resolution process consistent with the Nondiscrimination Procedures, including issues of disparate treatment, disparate impact, sex-based harassment, quid pro quo, hostile environment harassment, and retaliation;

- The meaning and application of the term “relevant” in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance under the Title IX Regulations;
- Training for Informal Resolution facilitators on the rules and practices associated with RISD’s Informal Resolution process;
- The role of the Title IX Coordinator;
- Supportive Measures;
- Clery Act/VAWA requirements applicable to Title IX;
- RISD’s obligations under Title IX;
- How to apply definitions used by RISD with respect to consent (or the absence or negation of consent) consistently, impartially, and in accordance with Policy;
- Reasonable modifications for students and specific actions to prevent discrimination and ensure equal access for pregnancy or related conditions
- Any other training deemed necessary to comply with Title IX.

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 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 goals 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 Complaint in order to initiate an Informal Resolution.

Before initiation of an Informal Resolution process, Equity & Compliance will provide the Parties with a Notice of Allegations (NOA), a written notification sent to the Parties by Equity & Compliance that explains:

- The allegations;
- The requirements of the Informal Resolution process;
- That, prior to agreeing to a resolution, any Party has the right to withdraw from the Informal Resolution process and to initiate or resume the Formal Resolution Process;
- That the Parties' agreement to a resolution at the conclusion of the Informal Resolution process will preclude the Parties from initiating or resuming the Formal Resolution Process arising from the same allegations;
- The potential terms that may be requested or offered in an Informal Resolution agreement, including notification that an Informal Resolution agreement is binding only on the Parties; and
- What information RISD will maintain, and whether and how it could disclose such information for use in its Formal Resolution Process.

Equity & Compliance offers the following types of Informal Resolution:

- 1) **Accepted Responsibility**¹⁴ occurs when the Respondent is willing to voluntarily accept responsibility for violating Policy and is willing to agree to actions that will

¹⁴ 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.

be enforced similarly to sanctions, and the Complainant(s) and Equity & Compliance are agreeable to the resolution terms.

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

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.

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).

2) 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 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.

- 3) **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 Complaint;
- 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 within two (2) business days—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 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 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 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 Complaint must be filed. Upon receipt of a 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 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 complaints (as defined under Title IX and in the Clery Act), 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 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:

- The name of the Investigator(s) assigned to the investigation;
- A link to RISD's Resolution Process under this Policy, and if applicable, and any Informal Resolution process;
- 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 discrimination, discriminatory harassment, and/or retaliation 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 statement that retaliation is prohibited; and
- A statement that the Parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence.

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 climate/culture investigations that do not have an identifiable Respondent, the NOIA will be sent to the department/office/program head for the area/program being investigated.

Conflicts of Interest or Bias. The Investigator(s) must not have a bias for or against Complainants or Respondents generally, or the individual Complainant or Respondent in particular. The Investigator must recuse themselves if such bias or conflict of interest exists. If the Investigator believes there is 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 in and make themselves reasonably available for the Hearing. Parties and Witnesses will participate via Zoom that 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 (assuming the Respondent is still subject to this Policy) 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 Complaint back to the Investigator; **and**
- o The Decision-maker(s) deems the evidence presented by the new Witness to be relevant, 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 or impermissible, the Decision-maker(s) may proceed with the Hearing absent the new Witness's participation.

3. Investigation Procedures

All investigations are adequate, thorough, reliable, impartial, prompt, and fair. They involve interviews with all relevant Parties and Witnesses, obtaining relevant evidence, and identifying sources of expert information, as necessary. RISD may consolidate 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 in between receiving the NOIA and the initial investigation interview in order to prepare to participate. Both the Complainant and Respondent 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 information about the alleged conduct; and the Investigator may request statements.

Both the Complainant and the Respondent are permitted to provide relevant inculpatory and exculpatory evidence¹⁵ 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 information.

¹⁵ "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.

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.

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 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 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 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, 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 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 evidence.

At least ten (10) business days prior to the live Hearing, the Investigator will send a copy of the Final Investigative Report to Equity & Compliance for their review and feedback. 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, 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.
 - 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.
 - The Decision-maker(s) must recuse themselves if such bias or conflict of interest exists.
 - If the Decision-maker(s) believes there is possible conflict of interest or bias, they will consult with Equity & Compliance about possible recusal or removal.
 - 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.
 - 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, or 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 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.¹⁶

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:

- 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 on a Decision-maker(s)'s Pre-Hearing decision regarding relevance based on any new information or testimony offered at the Hearing.

¹⁶ The Final Investigation Report and relevant evidence may be shared using electronic means that preclude downloading, forwarding, or otherwise sharing.

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 done 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 not impermissible, the Decision-maker(s) must agree to admit it into the record. If the evidence is deemed not relevant or impermissible, the Decision-maker(s) may proceed with the Hearing absent the new evidence.

The new relevant 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 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, 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, 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

The Parties and Witnesses may provide relevant information in turn, beginning with the Complainant's opening statement, then the Respondent's, and then questioning in the order determined by the Decision-maker(s). The Decision-maker(s) will facilitate questioning of the Parties and Witnesses first by the Decision-maker(s) and then by the Parties through the Decision-maker(s).

All questions must be directed toward and asked through the Decision-maker(s) and 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.

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 for 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

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 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 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 and not otherwise impermissible.

Relevant 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:

- 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 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 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, harassment, and/or retaliation;
- The need for sanction(s) to prevent the future recurrence of discrimination, harassment, and/or retaliation;
- The need to remedy the effects of the discrimination, harassment, and/or retaliation on the Complainant and/or the community;
- The impact on the Parties; and
- Any other information deemed relevant 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 and Engagement (VPSLE) 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 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 VPSLE 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 to not 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.

Employee Sanctions

The following are the common sanction(s) that may be imposed upon employees 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 a good faith effort to complete the Informal Resolution Process within thirty to sixty (30-60) business days. RISD will make a good faith effort to complete the Formal Resolution Process within ninety to one-hundred-twenty (90-120) business days, including any Appeals, which can be extended as necessary for good cause by Equity & Compliance. The Parties will receive written notification and a rationale for any extensions or delays.

One key phase of the Formal Resolution Process is the investigation. Investigations are completed as expeditiously as promptly as circumstances permit, normally within ninety (90) business days, though some investigations may take longer, depending on issues 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, or 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. Withdrawal or Resignation Before 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 Complaint for lack of jurisdiction. If the 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 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, 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 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 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 Complaint for lack of jurisdiction. If the 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, 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 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 Complaint may resume. The 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 after August 1, 2024. For alleged misconduct that occurred before August 1, 2024, the Complaint may resume under the Policy effective at the time of the alleged misconduct and the Procedures for the 2023-2024 academic year, in accordance with federal laws. RISD will maintain records of Complaints for seven (7) years.

15. 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 ten (10) 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 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 provide a simultaneous written notification to 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. Afterwards, 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 ten (10) 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, who will submit their responses, if any, within ten (10) business days. If denied, the Parties will be notified accordingly, in writing.

No Party may submit any new Appeals after this time period. The Appeal Officer will collect any additional information needed 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.

16. 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.

17. 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.

18. Recordkeeping

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

- 1) Any Complaint filed with Equity & Compliance;
- 2) Each discrimination, 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), 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.

19. 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

20. Revision of these Procedures

These Procedures succeed any previous procedures addressing discrimination, discriminatory harassment, and/or retaliation for incidents occurring on or after August 1, 2024. 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 frame such policies and codes, generally.

These procedures are effective August 1, 2024.

BASED ON THE ATIXA 2024 ONE POLICY, ONE PROCEDURE (1P1P) MODEL. ©2024 ATIXA. USED WITH PERMISSION.