

## **Resolution Agreement #05-16-2087 Western Illinois University**

Western Illinois University (University) submits the following Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR) to resolve case #05-16-2087 and to achieve compliance with Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681-1688, and its implementing regulation, 34 C.F.R. Part 106, with regard to the complaint allegation in this case. The University agrees to take the following actions.

1. By June 30, 2016, the University will offer Student A in writing the following options with regard to the Methods of Teaching English (EDUC 439) course she took in fall 2015: (a) to complete alternate assignments in place of two assignments she did not complete and was not permitted to make up in EDUC 439; or (b) to have her EDUC 439 grade re-calculated, excluding the two assignments she did not complete and was not permitted to make up; or (c) to have her EDUC 439 grade stand. The University will allow Student A at least 15 days to select from these three options. If Student A accepts option (a), then the University will grade the assignments, re-calculate Student A's grade for EDUC 439, and update Student A's transcript by no later than August 31, 2016. If Student A accepts option (b), then the University will re-calculate Student A's grade for EDUC 439 and update Student A's transcript by July 31, 2016.

**REPORTING REQUIREMENT:** By July 1, 2016, the University will submit to OCR a copy of the written offer to Student A. By August 1, 2016, the University will provide OCR a copy of Student A's response and, if she has selected option (b), documentation the University has re-calculated Student A's grade for EDUC 439 and updated her transcript. By September 1, 2016, if Student A has selected option (a), the University will provide OCR with documentation it has re-calculated Student A's grade for EDUC 439 and updated her transcript.

2. Following the implementation of item #1, the University will reconsider Student A's qualifications to enter into the Teacher Education Program to which she was not admitted for the fall 2016 semester.

**REPORTING REQUIREMENT:** By November 15, 2016, the University will provide OCR with documentation it has fully implemented the requirements of this item, including the basis for its decision in fall 2016 as to whether to admit Student A into the Teacher Education Program. If she has been offered admission to the Teacher Education Program, the University will indicate whether she has accepted the offer and when her matriculation in the Teacher Education Program will commence.

3. By August 31, 2016, the University will provide all University faculty and students with a copy of its written policies and procedures requiring faculty members to make necessary modifications for pregnant students in order to ensure that the University does not discriminate against students based on their pregnancy. This notice will explain what individuals should do if they believe students have been subjected to discrimination based

on pregnancy, including to whom to report such discrimination and the procedures the University will use to investigate a complaint of such discrimination.

**REPORTING REQUIREMENT:** By September 1, 2016, the University will provide OCR with documentation it has fully implemented the requirements of this item.

4. Beginning in August 2016, and continuing through March 1, 2017 the University will provide all administrators and faculty in the Academic Affairs division with effective training on the University's policies and procedures requiring faculty members to make necessary modifications for pregnant students in order to ensure that the University does not discriminate against students based on their pregnancy. The training will include a reminder of the University's commitment to having an educational environment free from discrimination, will inform individuals where to locate the relevant policies and procedures on the University's website, and will include a distribution of appropriate written materials.

**REPORTING REQUIREMENT:** By November 15, 2016 and March 15, 2017, the University will provide OCR with documentation that it has provided the training referenced in this item, including the dates of the training, the names and titles of the trainer(s), a copy of any materials used or distributed during the training, and a list of employees who attended the training.

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the University understands that, during the monitoring of this Agreement, the OCR may visit the University, interview staff and students, and request such additional reports or data as are necessary for the OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Title IX, at 34 C.F.R. § 106.40(b), which were at issue in this complaint.

The University understands that the OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing and Title IX, at 34 C.F.R. § 106.40(b), which were at issue in this complaint.

The University understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement, OCR shall give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

Approved and agreed to on behalf of the Western Illinois University.

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President or designee

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Date