

Resolution Agreement (#05-17-2275)

Ball State University

The U. S. Department of Education, Office for Civil Rights (OCR) and Ball State University (University) enter into this agreement to resolve the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University. The University assures OCR that it will take the following actions to comply with the requirements of 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, which prohibit discrimination based upon sex in any education program or activity receiving Federal financial assistance and Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 - 12134, and its implementing regulation at 28 C.F.R. Part 35.

TRAINING OF UNIVERSITY PERSONNEL

1. By October 1, 2018, the University will provide effective training to its Title IX coordinator(s) and designees and any other University employees directly involved in receiving, processing, investigating, adjudicating and/or resolving complaints of sexual harassment. The training will include instruction on the processing of complaints alleging sexual misconduct by individuals not affiliated with the University and on the application of the requirement in the University's policies and procedures to provide notice of the outcome of its investigation, particularly as it relates to informal and "remedies-based" resolutions.

The University will also provide effective training to its Title IX Coordinator(s) and the 504 Coordinator and any other University employees directly involved in receiving, processing, investigating, adjudicating and/or resolving complaints of sexual harassment file by, on behalf of, or against identified students with disabilities regarding its obligations to ensure the Title IX process is equitable and accessible to students with disabilities. The training will reinforce the University's obligation to provide students with disabilities an equal opportunity to participate in and access to the University's Title IX processes regarding receiving, processing, investigating, adjudicating and/or resolving complaints and reports. The training will include information regarding the University's Section 504/ADA policies and procedures; relevant University resources including the Office of Disability Services; how, under the appropriate circumstances, to request and receive modifications (including making available the appropriate contact information to affected students); and how to take into account a student's disability when determining individualized and appropriate interim and remedial measures.

REPORTING REQUIREMENT: By October 15, 2018, 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, credentials and titles of the trainer(s), and a copy of any materials used or distributed during the training.

STUDENT-FOCUSED REMEDIES

2. By May 15, 2018, the University will send a letter via certified mail inviting the student who was the subject of this complaint (Student A) to a meeting with the Title IX Coordinator and, as applicable, other University administrators at which the University will offer to provide Student A any additional remedies the University deems appropriate, such as counseling services at the University's expense, as well as an opportunity to share concerns regarding his experiences with the University's handling of his earlier report.

REPORTING REQUIREMENT: By May 31, 2018, the University will provide documentation to OCR that it met with Student A as referenced by this item. The documentation submitted shall include a schedule for providing any additional remedies to Student A, which shall be completed within one year of the date Student A accepts the University's offer for additional remedies. If Student A declines the University's offer to meet, the University will provide OCR a copy of the offer letter, certified mail delivery receipt, and, if applicable, any correspondence from Student A in response rejecting the University's offer. By December 1, 2018, and July 1, 2019, if applicable, the University will provide documentation to OCR of the additional relief that it provided to Student A.

MAINTENANCE OF OTHER DATA

3. Effective immediately, the University agrees to maintain documents relating to specific complaints or other reports of sexual harassment of students, including the following:
 - a. a copy of all written reports for complaints or any other reports of incidents involving allegations of sexual harassment of any kind;
 - b. a narrative of all actions taken in response to the reports by University personnel, including any written documentation;
 - c. a copy of any and all disciplinary sanctions issued to students or employees for violations of the sexual harassment policies and procedures;
 - d. documentation demonstrating any interim and/or remedial efforts offered and provided to the complainant, the accused and/or witnesses of the incident(s), such as counseling or other appropriate services; and,
 - e. a narrative of all action taken to prevent recurrence of any harassing incident(s) and/or retaliatory harassment by other students, including any written documentation.

REPORTING REQUIREMENT: By September 4, 2018, the University will provide to OCR copies of the documentation referenced in this item for the 2017-2018 academic year. By September 3, 2019, the University will provide to OCR copies of the documentation referenced in this item for the 2018-2019 academic year.

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. Further, the University understands that, during the monitoring of this Agreement, if necessary, 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 University has fulfilled the terms of this Agreement. Upon the University's satisfaction of the commitments made under this Agreement, OCR will close this case.

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 (34 C.F.R. §§ 100.9, 100.10) or judicial proceedings to enforce the specific terms and obligations of this Agreement, OCR will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the University's representative below.

President or designee

Date