

VOLUNTARY RESOLUTION AGREEMENT

LYON COLLEGE

OCR Docket Number: 06-12-2184

The U.S. Department of Education, Office for Civil Rights (OCR), Dallas Office, initiated an investigation of the above-referenced complaint under Title IX of the Education Amendments of 1972 ("Title IX"), 20 U.S.C. § 1681, and its implementing regulation at 34 C.F.R. Part 106. OCR has not made a finding of noncompliance. This Resolution Agreement has been entered into voluntarily by Lyon College and does not constitute an admission that Lyon College is not in compliance with Title IX or its implementing regulation. Accordingly, LC voluntarily agrees to the following to assure that it has an environment and culture in which all students feel safe and well supported, and that it responds promptly and effectively to incidents of sexual harassment in a manner designed to remedy the effects of such misconduct if it should occur, and prevent recurrence consistent with the requirements of Title IX.

LC assures OCR that it will implement the action items listed below:

ACTION ITEM #1: SEXUAL HARASSMENT POLICIES AND PROCEDURES

Regarding the draft sexual harassment policy provided by LC to OCR on May 31, 2013, LC agrees to address the following compliance concerns:

1. LC agrees to take all steps reasonably designed to ensure that students enrolled at LC are not subjected to a hostile environment on the basis of sex and to respond promptly and appropriately to allegations of harassment on the basis of sex. To this end, LC will promptly investigate all incidents of alleged harassment of students that are known or that reasonably should be known to LC and will take appropriate action to respond to complaints, which may include disciplinary action against students and/or staff found to have violated LC policy. LC will take prompt and effective responsive action reasonably designed to end the hostile environment, prevent its recurrence, and, where appropriate, take steps to remedy the effects of the hostile environment on affected students. LC will develop and/or modify its policies and procedures for maintaining records of all complaints it receives regarding sexual harassment;
2. LC agrees to amend its revised sexual harassment policy to clarify that either party (the allegedly harassed student or alleged harasser) can provide LC with the name of a witness or other evidence the party believes is relevant. LC also agrees to outline in further detail the major steps that will be taken as part of its investigation of a complaint of sexual harassment (*e.g.*, review of relevant documents and other evidence);
3. LC agrees to revise its sexual harassment policy to clarify the anticipated time frames for the major steps of its investigation (*e.g.*, time to acknowledge receipt of a written complaint, general timeframe to complete an investigation, etc.);

4. LC agrees to amend its revised sexual harassment policy to state that LC will take the necessary steps to prevent recurrence of any sexual harassment and correct the discriminatory effects of such harassment;
5. All sexual harassment investigations at LC will be conducted by individuals with knowledge of the appropriate legal standards under Title IX and the relevant LC policies and complaint procedures. The investigator(s), through consultation with the Equity Consultant, will also be trained in how to recognize and remedy such harassment. LC will develop and/or modify written grievance procedures/investigation guidelines, as needed, for inclusion in LC's Student Handbook, Code of Conduct and on LC's website. The grievance procedures/investigation guidelines must, at a minimum, include the following requirements:
 - a. Provide for an adequate, reliable, and impartial investigation that includes reasonably prompt timeframes for conducting the investigation;
 - b. A process for the allegedly harassed student, if the student wishes, to identify the allegedly harassing student(s) and/or witnesses and provide other information in a manner that protects the allegedly harassed student's confidentiality;
 - c. Interim measures necessary to prevent further harassment of the allegedly targeted student, as well as measures to avoid retaliation against the reporting student, pending the resolution of the complaint;
 - d. A statement regarding remedial action(s) necessary to address and resolve an incident of harassment including, as appropriate, provision of resources, including counseling, to the alleged harasser as a means to prevent recurrence of future harassment, discipline, strategies to protect the individual(s) alleged to be harassed and witnesses from retaliation, counseling for the individual(s) alleged to be harassed as well as witnesses and the broader student body, and any other necessary steps reasonably calculated to prevent future occurrences of harassment;
 - e. Maintaining on-going contact with and providing updates to the individual alleged to be harassed throughout the investigation;
 - f. Efforts to identify the allegedly harassing student(s) and/or witnesses if the allegedly harassed student is unaware of their identities or names (*e.g.*, interviewing other students and/or staff who were present during the incident(s));
 - g. Referral to law enforcement authorities where appropriate;
 - h. Interviewing all relevant student and staff witnesses, not limited to the accused, and reviewing all relevant documents and physical evidence;
 - i. Clarification that LC will follow these procedures, regardless of whether the alleged harassment is also being investigated by another agency, including a law

- enforcement agency, unless certain procedural steps would directly impede a criminal investigation;
- j. Provide that the preponderance of the evidence standard will be used for investigating allegations of sexual harassment;
 - k. Assessing whether other students, including witnesses, were negatively impacted by the allegedly harassing behavior, and consideration of whether remedial actions are also appropriate for those students;
 - l. A final written report describing the steps taken in the investigation and the facts gathered, clearly stating whether or not sexual harassment occurred, and explaining the basis for LC's conclusion, including application of the appropriate legal standard of a preponderance of the evidence;
 - m. Written notification to the allegedly harassed student and the alleged harasser explaining LC's investigative process, its factual findings, its determination as to whether harassment occurred, the reasons for the decision, and the appeal procedures, if any. LC must inform the complainant as to whether or not it found that the alleged conduct occurred, any individual remedies offered or provided to the complainant, sanctions imposed on the perpetrator that directly relate to the complainant (*e.g.*, requiring the perpetrator to stay away from the complainant, transferring the perpetrator to another residence hall or class, etc.), other steps the school has taken to eliminate the hostile environment, if the school finds one to exist, (*e.g.*, counseling services for the complainant and other affected students), and other steps the school has taken to prevent recurrence (*e.g.*, sexual violence training for staff, campus climate surveys, etc.);
 - n. Documentation of all investigative steps, including statements provided by the allegedly harassed student(s), and any other witnesses or reporting parties, the evidence reviewed, any remedial actions taken, and a copy of the letter of finding/report issued at the conclusion of the investigation; and
 - o. Contacting the individual allegedly harassed within a reasonable period of time following the conclusion of the investigation to assess whether there has been on-going harassment or retaliation, and to determine whether additional supportive measures are needed;
6. LC will provide written notice of the revised grievance procedures/investigation guidelines to all relevant LC staff and administrators;
 7. LC will provide written notice of the revised grievance procedures/investigation guidelines to all students, employees, and visitors by posting the revised investigation guidelines on LC's website, including a copy in the Student Handbook, and posting the guidelines in prominent locations in all buildings on LC's campus;
 8. LC will ensure that its Title IX Coordinator and all other investigative staff who will conduct LC's investigations into allegations of sexual harassment will receive appropriate training on LC's policies and procedures put in place for investigating and resolving

allegations of sexual harassment, as well as policies and procedures for preventing further incidents of harassment;

REPORTING REQUIREMENT FOR ACTION ITEM #1

9. By **August 1, 2015**, LC will provide OCR with draft copies of the revised sexual harassment policy for OCR's review and approval;
10. After OCR's review and approval, then within sixty (60) calendar days (or other mutually agreed date), LC will adopt the revised sexual harassment policy and verify to OCR that it has published and posted on its website the revised document and the contact information of the LC staff person designated to receive complaints of sexual harassment. LC further agrees to provide OCR with a summary of the methods by which LC has provided the public (students, visitors, third parties, faculty, staff, employees, etc.) with notice of LC's revised sexual harassment policy (*e.g.*, inclusion on LC's website homepage, publication in the Student Handbook, posting the policy in prominent locations in all buildings on LC's campus, etc.);

ACTION ITEM #2: PUBLIC ANTI-HARASSMENT STATEMENT

11. LC will issue an anti-harassment statement to all LC students, employees, visitors, and parents which provides that LC does not tolerate acts of harassment based on sex. The statement will be posted in prominent locations at LC facilities and published on LC's website and will also:
 - a. Encourage any student who believes that he or she has been subjected to harassment based on sex to report the harassment to LC;
 - b. Note LC's commitment to conducting a prompt investigation of all allegations of sex harassment;
 - c. Include appropriate contact information for LC's Title IX coordinator to whom individuals may report allegations of sex-based harassment and other forms of sex discrimination;
 - d. Warn that students and/or staff found to have engaged in acts of harassment based on sex will be promptly disciplined, with such discipline to include, if circumstances warrant, up to and including suspension or expulsion for students and termination of employment for staff; and,
 - e. Encourage students, parents, and LC staff to work together to prevent acts of harassment on the basis of sex;

REPORTING REQUIREMENT FOR ACTION ITEM #2

12. By **August 1, 2015**, LC will provide OCR with draft copies of the revised anti-harassment statement for OCR's review and approval;
13. After OCR's review and approval, then within sixty (60) calendar days (or other mutually agreed date), LC will adopt the revised anti-harassment statement and verify to OCR that it has published and posted on its website the revised document. LC further agrees to provide OCR with a summary of the methods by which LC has provided the public (students, visitors, third parties, faculty, staff, employees, etc.) with notice of LC's revised anti-harassment statement (*e.g.*, inclusion on LC's website homepage, publication in the Student Handbook, posting the policy in prominent locations in all buildings on LC's campus, etc.);

ACTION ITEM #3: TRAINING

14. Within thirty (30) school days of the start of the 2015-2016 school year, and then annually thereafter for the duration of OCR's monitoring of this Agreement, LC will provide mandatory training to all employees on the following topics:
 - a. In-depth instruction on what type of conduct constitutes sex-based harassment, specifically addressing examples of sexual and gender-based harassment, and a discussion about the negative impact that such harassment has on the educational environment;
 - b. Clarification of LC's responsibility to respond to sexual harassment and the name, job title and contact information of the individual to whom a complaint of sexual harassment should be filed;
 - c. A review of LC's revised notice of non-discrimination and a review of LC's revised grievance procedures/investigation guidelines for sexual harassment;
 - d. Relevant resources available on campus;
 - e. The importance of confidentiality, fair process, impartiality, and applicable legal standards;
 - f. Safety considerations when determining interim measures and disciplinary sanctions;
 - g. Discussion of possible consequences and remedies for sexual harassment, and how to respond if an employee witnesses or receives a report that sexual harassment has occurred, including, but not limited to, remedial and disciplinary actions;

- h. Clarification that failure by LC staff to respond appropriately to sexual harassment of which they knew or should have known violates LC policy and federal law;
15. Within thirty (30) school days of the start of the 2015-2016 school year, and then annually thereafter for the duration of OCR’s monitoring of this Agreement, LC agrees to hold annual training for freshmen students on: LC’s revised grievance procedures regarding sexual harassment, available resources on campus, reporting requirements and other topics LC, in consultation with the Equity Consultant, deem relevant, such as bystander intervention. LC will hold trainings for sophomore students, including training on bystander intervention, and will re-affirm the topics presented to freshman students;

REPORTING REQUIREMENT FOR ACTION ITEM #3

16. By **June 1, 2015**, LC will provide OCR with the name and qualifications (summary of relevant training and/or work experience) of the individual who will provide the training described in Action Item #3 as well as a list of the topics that will be covered for OCR’s review and approval;
17. After OCR’s review and approval, then within thirty (30) school days of the completion of the above-listed training each year OCR is monitoring this Agreement, LC agrees to provide OCR with the above-listed information, including the date of the training session, a list of the names and job titles of all individuals who attended the training session, and a copy of all documents (*e.g.*, PowerPoint slides, handouts, etc.) provided to attendees;

ACTION ITEM #4: CLIMATE SURVEY

18. LC will develop one or more school climate surveys for all students and all staff to assess the presence and effect of sexual harassment at LC;
- a. The student and staff surveys will be administered periodically (but at least once per school year) for the duration of OCR’s monitoring of this Agreement and will allow for respondents to answer the survey anonymously;
 - b. LC will seek input from students and student groups, including women’s groups, as well as a wide variety of other sources. LC will consider such assessments in identifying future actions to ensure that it maintains an environment that is safe and supportive to all students and in compliance with Title IX.

REPORTING REQUIREMENT FOR ACTION ITEM #4

19. By **October 1, 2015**, LC will provide OCR with draft copies of the climate survey(s) for OCR’s review and approval;

20. Within sixty (60) calendar days of the date the surveys are administered for each year this Agreement is in monitoring, LC will provide OCR with an analysis of the results of the survey. The analysis will include recommendations for the climate issues identified through the surveys;
21. Within sixty (60) calendar days of the date the surveys are administered for each year this Agreement is in monitoring, LC will provide OCR with a list of appropriate corrective actions taken by LC to address all climate issues related to sexual harassment identified through the surveys;

ACTION ITEM #5: DATA MAINTENANCE AND TRACKING

22. By **July 1, 2015**, LC will develop a log to track all complaints of sexual harassment, which will be maintained by the Title IX Coordinator;
 - a. The log will include space to track, at a minimum, the following information: the date of the incident, the location of the incident, a brief description of the events, the name and job title of the individual who received the report, the individual assigned to investigate the complaint, the results of LC's investigation (finding that sexual harassment did or did not occur), and a summary of any remedial action taken (*e.g.*, harasser was expelled from school, the accuser was allowed to drop a class, etc.);
23. LC will use the new log to track all complaints of sexual harassment received by LC during the 2015-2016, 2016-2017 and 2017-2018 school years. For each such complaint received by LC, it will maintain, at a minimum, the following for each complaint:
 - a. A copy of the investigative report, including, but not limited to, any witness statements;
 - b. Documentation reflecting the final decision of LC as to whether sexual harassment occurred; and
 - c. Documentation reflecting any corrective or remedial action taken as a result of LC's investigation;

REPORTING REQUIREMENT FOR ACTION ITEM #5

24. By **August 1, 2015**, LC will provide OCR with a copy of its log to track complaints of sexual harassment for OCR's review and approval;
25. By **July 1, 2016** and annually thereafter by July 1st every year for the duration of OCR's monitoring of this Agreement, LC will provide OCR with copies of all documents listed

in Action Item #5 above and the log showing all complaints of sexual harassment received by LC during the monitoring period listed in Action Item #5 above (*i.e.* the July 1, 2016 report will contain the above-described information regarding any complaints of sexual harassment received by LC during the 2015-2016 school year, the July 1, 2017 report will contain the above-described information regarding any complaints of sexual harassment received by LC during the 2016-2017 school year, and the July 1, 2018 report will contain the above-described information regarding any complaints of sexual harassment resolved by LC during the 2017-2018 school year);

ACTION ITEM #6: WRITTEN NOTICE

26. By **August 1, 2015**, LC will provide written notice (by certified mail) to each individual who filed a complaint of sexual harassment with LC from the start of the 2011-2012 school year through the date this Agreement is signed by LC of the outcome of LC's investigation of that individual's complaint. The written notice must inform the complainant as to whether or not LC found that the alleged conduct occurred, any individual remedies offered or provided to the complainant, sanctions imposed on the perpetrator that directly relate to the complainant (*e.g.*, requiring the perpetrator to stay away from the complainant, transferring the perpetrator to another residence hall or class, etc.), other steps the school took to eliminate the hostile environment, if the school found one existed, (*e.g.*, counseling services for the complainant and other affected students), and other steps the school took to prevent recurrence (*e.g.*, sexual violence training for staff, campus climate surveys, etc.);
27. LC agrees that, going forward from the date this Agreement is signed, LC will provide any individual who files a complaint of sexual harassment with written notice of the outcome of LC's investigation of that individual's complaint;

REPORTING REQUIREMENT FOR ACTION ITEM #6

28. By **September 1, 2015**, LC will provide OCR with a copy of each letter mailed (by certified mail) to each individual who filed a complaint of sexual harassment with LC from the start of the 2011-2012 school year through the date this Agreement is signed by LC of the outcome of LC's investigation of that individual's complaint;
29. By **July 1, 2016** and annually thereafter by July 1st every year for the duration of OCR's monitoring of this Agreement, LC will provide OCR with copies of all documents listed in Action Item #7 above (*i.e.* the July 1, 2016 report will contain the above-described information regarding any complaints of sexual harassment resolved by LC during the 2015-2016 school year, the July 1, 2017 report will contain the above-described information regarding any complaints of sexual harassment resolved by LC during the 2016-2017 school year, and the July 1, 2018 report will contain the above-described information regarding any complaints of sexual harassment resolved by LC during the 2017-2018 school year);

MISCELLANEOUS ITEMS

30. Once LC adopts policies and regulations related to sexual harassment pursuant to the terms above, LC will not substantively modify those policies and regulations during OCR’s monitoring of the Agreement without the written approval of OCR. Such approval shall not be unreasonably withheld. All requests to modify such policies and regulations must be made in writing. OCR may reject proposed modifications that are not consistent with the terms of this Agreement or applicable federal civil rights laws;
31. In the event OCR has any objections to the documentation provided by the District for review and approval, OCR will notify the District of its objections promptly, no later than 60 calendar days after receiving the draft documents.
32. LC understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further LC understands that during the monitoring of this Agreement, OCR may visit LC, interview staff and students and request such additional reports or data as are necessary for OCR to determine whether LC has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Title IX at 34 C.F.R. § 106.31, which were at issue in this complaint;
33. LC understands that OCR will not close the monitoring of this Agreement until OCR determines that LC has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title IX at 34 C.F.R. § 106.31;
34. LC 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 this Agreement, OCR shall give LC written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach;
35. LC agrees to provide OCR with any additional documentation required by OCR to determine that LC has completed the above-listed action items.

Dr. Donald V. Weatherman, President
Lyon College

Date