

Resolution Agreement
Southern Arkansas University
OCR Complaint #06-19-2044

The U.S. Department of Education, Office for Civil Rights, (OCR) and Southern Arkansas University (the University) enter into this resolution agreement (Agreement) to voluntarily resolve the above-referenced complaint. 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 et seq., and its implementing regulation at 34 C.F.R. Part 106, which prohibit discrimination on the basis of sex by such recipients. Title IX also prohibits retaliation.

Prior to the completion of OCR's investigation, the University agreed to voluntarily resolve the complaint under investigation pursuant to Section 302 of OCR's *Case Processing Manual*. Because the University entered into this Agreement voluntarily, this Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University.

Accordingly, the University agrees to take the following actions.

Action Item #1 – Training

The University will provide training regarding the prohibition of retaliation under Title IX. The training should be provided to all faculty members (e.g., full-time, adjunct) of the University's [XXXX] department(s). The training will be conducted by individuals knowledgeable about the laws and issues pertaining to Title IX, sexual harassment, and retaliation. The training shall address the University's obligation to protect individuals from retaliation pursuant to Title IX, at 34 C.F.R. § 106.71.

Training provided by the University pursuant to its obligations under Action Item #1 can be conducted online. The University must still satisfy the Reporting Requirements below.

Reporting Requirement #1

- a) **Within 60 days** of the signing of this Agreement, the University will submit to OCR for review and approval, its proposal for complying with Action Item 1, above. Specifically, the University will provide to OCR the name(s) and credentials of the individual(s) who it proposes to conduct the training session(s), and copies of the proposed materials the University intends to use at the training session(s).
- b) **Within 60 days** of OCR's approval of the individual(s) and materials referenced in Reporting Requirement 1(a), the University will provide the training listed in Action Item 1.
- c) **Within 30 days** of the completion of the training referenced in Reporting Requirement 1(b), the University will provide OCR with documentation demonstrating that it has timely completed Action Item 1 above. Specifically, the

University will provide to OCR the names of all individuals who attended the training session(s) provided pursuant to Action Item 1 and notating if the individuals attended electronically or in-person, the date(s) and time(s) the training session(s) occurred, the name(s) and credentials of the individual(s) who conducted the training session(s), and copies of the materials disseminated for the training session(s).

Action Item #2 – Reimbursement

The University shall reimburse the Complainant the amount of \$1,300.00 for costs incurred by the Complainant during the Spring 2019 semester. The total reimbursement amount includes, and is solely limited to, reimbursement for the following costs:

- 1) \$50.00 for the cost of a New Student Enrollment Fee incurred by the Complainant for enrolling at [XXXX XXXX XXXX] ([XXXX]) in Spring 2019.
- 2) \$1,000.00 for the disparity in semester-based [XXXX]/[XXXX] academic scholarships awarded to the Complainant between the University's Fall 2018 semester award (\$2,500.00) and [XXXX] Spring 2019 semester award (\$1,500.00).
- 3) \$250.00 for the cost of hiring an [XXXX] to [XXXX] during the Complainant's [XXXX XXXX] while enrolled at [XXXX] in Spring 2019.

Reporting Requirement #2

- a) **Within 60 days** of the signing of this Agreement, the University shall mail a check to the Complainant for the amount of \$1,300.00 via certified mail.
- b) **Within 15 days** of disbursing payment in compliance with Reporting Requirement #2(a), the University shall submit to OCR evidence of the payment and the method of deliverance (i.e., certified mail delivery receipt).

The University understands that OCR will not close the monitoring of this agreement until OCR determines that the recipient has fulfilled the terms of this agreement and is in compliance with the regulations implementing Title IX.

The University also 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 the Agreement, if necessary, OCR may visit the University, interview staff and students, and request such additional reports or data as necessary for OCR to determine whether the University has fulfilled the terms of the Agreement. Upon the University's satisfaction of the commitments made under the Agreement, OCR will close the 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 proceeding to enforce this agreement, OCR shall 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.

Dr. Trey Berry, President
Southern Arkansas University

Date