

**RESOLUTION AGREEMENT**  
**University of Nebraska at Kearney**  
**OCR Docket Number 07152198**

The University of Nebraska at Kearney (University), Kearney, Nebraska, submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve the above-referenced discrimination complaint against the University and to ensure compliance with Title IX of the Education Amendments of 1972 (Title IX), 20 United States Code (U.S.C.) § 1681, and its implementing regulation, 34 Code of Federal Regulations (C.F.R.) Part 106.

The University is resolving this complaint during OCR's investigation pursuant to Section 302 of OCR's *Case Processing Manual*.<sup>1</sup> Therefore, OCR has not made any findings of fact or law, or issued a final determination with respect to this complaint. The University agrees to take the following actions, but nothing contained in this Agreement shall be construed to constitute an admission on the part of the University to the allegation in this complaint:

**REMEDIAL PROVISION IN CONTRACTS WITH THIRD PARTY VENDORS OR CONTRACTORS**

1. The University shall include a provision in all auxiliary service third party vendor or contractor ("Contractor") contracts, memorandums of understanding or other agreements ensuring that in the event the University determines that an employee, agent or other person affiliated with the Contractor has engaged in discrimination or harassment prohibited by Section 504 of the Rehabilitation Act of 1973, 29 United States Code (U.S.C.) § 794, and its implementing regulation, 34 Code of Federal Regulations (C.F.R.) Part 104, Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, and its implementing regulation, 28 C.F.R. Part 35, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and its implementing regulation, 34 C.F.R. Part 100, Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, and its implementing regulation, 34 C.F.R. Part 106, the Age Discrimination Act of 1975, 42 U.S.C. § 6101, and its implementing regulation, 34 C.F.R. Part 110, the Contractor will take prompt and effective action in accordance with the University's direction, to prevent recurrence of the discrimination or harassment and to correct its effects, which may include, removal of the employee, agent or other person affiliated with the Contractor from the University campus. The provision shall further state that the Contractor's failure to comply with the University's directive or any other part of the provision will be deemed a material breach of the Agreement, and the University may initiate the termination process in the Agreement.

REPORTING REQUIREMENT: By November 15, 2015, the University will provide to OCR a copy of the contract provision required by this item for

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<sup>1</sup> OCR's *Case Processing Manual* may be accessed at <http://www2.ed.gov/about/offices/list/ocr/docs/ocrcpm.html>.

OCR's review and approval, along with a written assurance from the University's Chancellor informing OCR that the provision will be included in future contracts with third party vendors or Contractors.<sup>2</sup>

By August 15, 2016, the University will provide copies of all auxiliary service third party vendor or Contractor contracts or agreements with Contractors or vendors that the University has incorporated the new provision into between January 1, 2016, and July 31, 2016, to demonstrate its compliance with this agreement.

## **INDIVIDUAL REMEDY**

2. The University shall send a letter to the Complainant providing her with an explanation of the outcome of her internal complaint and any appeal. The University's letter 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 or any sanctions imposed on the accused that directly relate to the Complainant, and other steps the University has taken to eliminate the hostile environment and prevent recurrence.

**REPORTING REQUIREMENT:** By November 15, 2015, the University will provide OCR with a copy of the letter sent to the Complainant, as described in paragraph 2, which will include Complainant's signature acknowledging receipt of the letter.

The University understands that 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 Title IX, at 34 C.F.R. Part 106, which were at issue in this case.

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 this 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 OCR to determine whether the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Title IX, at 34 C.F.R. Part 106, which were at issue in this case.

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<sup>2</sup> The University's response to incidents of alleged sexual harassment, including sexual violence, and its sexual harassment policies and procedures will be addressed in OCR complaint number 07152233. OCR is not making any determinations or findings regarding these issues in the resolution of 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 (34 C.F.R. §§ 100.9, 100.10) or judicial proceedings to enforce this Agreement, OCR shall give the University written notice of the alleged breach and 60 (sixty) calendar days to cure the alleged breach.

The person(s) signing for the University represents that he is authorized to bind the University to this Agreement.

For the University:

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Douglas A. Kristensen, Chancellor

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Date