

Resolution Agreement
Southern Crescent Technical College (GA)
OCR Complaint # 04-15-2366

The U.S. Department of Education (Department), Office for Civil Rights (OCR), initiated the above-referenced investigation of Southern Crescent Technical College (College), pursuant to Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. §§ 2000d *et seq.*, and its implementing regulations at 34 C.F.R. Part 100, which prohibit discrimination on the basis of race, color or national origin and retaliation by recipients of Federal financial assistance. Prior to the completion of OCR's investigation, the College asked to resolve the issues of this investigation. Accordingly, to ensure compliance with Title VI and its implementing regulations and to resolve the issues of this investigation, the College voluntarily agrees to take the following actions:

Student-Focused Remedies

1. By **November 30, 2015**, the College will offer the Complainant, in writing:
 - a. The choice of completing his coursework towards his XXXX diploma at the Griffin campus, or at one of the College's other campuses with a XXXX Program. If the Complainant chooses to remain at the Griffin campus, the Dean's Office will provide special oversight over the XXXXXX Department in regards to the Complainant's completion of his coursework. The College will give the Complainant fourteen (14) days from the date of the letter to respond to the College's offer.
 - b. The College will offer to provide the Complainant with a Peer Tutor/Special Assistant to provide him with specialized assistance to complete his XXXXX projects, offer to assign a Special Coach/Monitor to the Complainant to monitor his progress both inside and outside of the classroom while on campus, and notify the Complainant that it will waive the tuition for any course he has to re-take to earn his XXXX diploma.

REPORTING REQUIREMENT: By **December 15, 2015**, the College will provide OCR with the documentation, showing that it offered the Complainant, in writing, the items as outlined in 1a and 1b above.

2. By **November 30, 2015**, the College will change the three (3) failing grades that the Complainant received for the Spring 2015 Semester to incomplete grades.

REPORTING REQUIREMENT: By **December 15, 2015**, the College will provide OCR with a revised transcript, showing the College's compliance with Item 2 above.

3. By **November 30, 2015**, the College will notify the Complainant that it will allow the Complainant more time to complete his coursework in any course in which he received an incomplete grade for the Spring 2015 Semester, including the three (3) failing grades changed to incomplete grades in accordance with Item 2 above. The Complainant will be

notified that the College will provide a 16-week period, instead of the normal 3-week period allowed by the College, to complete the coursework for these four (4) courses.

REPORTING REQUIREMENT: By **June 1, 2016**, the College will provide OCR with documentation, showing the College's compliance with Item 3 above.

Training

4. By **May 30, 2016**, the College will provide training regarding the College's responsibilities under Title VI in regards to retaliation. The College may coordinate with OCR and make its administrators, faculty and staff available at a mutually agreeable time to provide the initial training. Thereafter, the College, independent of OCR, will provide training regarding the same topics on an annual basis to its personnel.

REPORTING REQUIREMENT:

- a. If requested, by **April 1, 2016**, or earlier, the College will provide OCR with proposed dates, times, and locations for the training to be conducted pursuant to Item 4 above.
 - (a) If the College elects to provide its own training, by **June 15, 2016**, the College will submit to OCR documentation demonstrating the completion of the training for the appropriate College staff and administrators. Such documentation should include the date(s) of the training session(s); a copy of the agenda of the training; the name, position, and credentials of the trainer(s); an attendance sheet signed by the participants that indicates the names and titles; and a copy of the presentation.

The College 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 College understands that during the monitoring of this Agreement, if necessary, OCR may visit the College, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the College has fulfilled the terms of this Agreement and is in compliance with the Title VI implementing regulations at 34 C.F.R. § 100.7(e).

The College understands that OCR will not close the monitoring of this Agreement until OCR determines that the College has fulfilled the terms of this Agreement and is in compliance with the Title VI implementing regulations at 34 C.F.R. § 100.7(e), which was at issue in this case.

The College 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 College written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

College President

Date