

RESOLUTION AGREEMENT

Long Island University Case No. 02-20-2248

In order to resolve Case No. 02-20-2248, Long Island University (the University) assures the U.S. Department of Education, Office for Civil Rights (OCR), that it will take the actions detailed below consistent with Title VI of the Civil Rights Act of 1964 (Title VI), as amended, 42 U.S.C. § 2000d et seq., and its implementing regulation at 34 C.F.R. Part 100.

Action Item 1: Individual Remedies for the Complainant

- By August 21, 2020, the University will review the Complainant's completed coursework, including her grades in classes numbered XXXX and XXXX ("remaining prerequisite classes") completed during the XXXX semester, and determine whether it can provide the Complainant the opportunity to enroll in courses for the XXXX program for the XXXX semester consistent with both its existing policy and practice for similarly-situated XXXX program applicants (including current students of the University seeking admission to the XXXX program). Such review will be conducted by a person or persons other than the two representatives of the University's XXXX program referred to in Action Item 2.
- By August 28, 2020, the University will notify the Complainant of the conclusions of the review as follows:
 - If following the completion of the remaining prerequisite classes during the XXXX semester, the Complainant's grades make her eligible to enroll in courses for the XXXX program consistent with the requirements outlined in the University's Undergraduate Bulletin, the Complainant will be notified of her eligibility to enroll in courses for the XXXX program.
 - If following the completion of the remaining prerequisite classes during the XXXX semester, the Complainant's grades do not make her eligible to enroll in courses for the XXXX program, a person or persons other than the two representatives of the University's XXXX program referred to in Action Item 2 will review her overall coursework and transcript, including the remaining prerequisite classes, to determine if the University will grant her a waiver of the grade requirement(s) for any remaining prerequisite course or courses, or otherwise provide the opportunity to re-take any such courses concurrently with XXXX courses as of XXXX or thereafter, consistent with the University's existing policy and practice for similarly-situated XXXX program applicants (as referenced above). If, after such review, the University determined that it will give her such a waiver or opportunity to re-take any such courses, the Complainant will be notified of her eligibility to enroll in courses for the XXXX program for XXXX.

- If following completion of the remaining prerequisite classes during the XXXX semester, the Complainant's grades do not make her eligible to enroll in courses for the XXXX program, and the University determined that it will not grant a waiver of grade requirement(s) for a remaining prerequisite course or courses or otherwise provide the opportunity to re-take any such courses concurrently with XXXX courses as of XXXX or thereafter, the University will inform the Complainant in writing that she is not eligible to enroll in courses for the XXXX program and will state the reason(s) why she is not being granted such a waiver or opportunity to re-take courses pursuant to the University's existing policy and practice for similarly-situated XXXX program applicants (as referenced above).
- If the Complainant is not eligible to enroll in XXXX program courses for the XXXX semester, the University will provide the Complainant a minimum of 15 calendar days to respond to the conclusions of its review as outlined above.

Reporting Requirements:

- a) By September 4, 2020, the University will submit documentation to OCR demonstrating that it conducted a review or reviews consistent with Action Item 1 above. The documentation will include, at a minimum, (i) the conclusions of the review or reviews; (ii) the reasons for reaching these conclusions; and (iii) affirmation that these conclusions are consistent with the University's applicable practice for similarly-situated XXXX program applicants (as referenced above).
- b) By September 4, 2020, the University will provide to OCR a copy of the notice provided to the Complainant regarding the conclusions of the review or reviews; and the options provided to the Complainant, if applicable and consistent with the conclusions of such review(s), regarding her ability to retake any remaining prerequisite course initially taken during or prior to academic year XXXX, or otherwise complete any XXXX prerequisite course, concurrently with XXXX courses as of XXXX or thereafter.
- c) By September 21, 2020, the University will provide to OCR a copy of the Complainant's response to the notice referenced above, if any.
- d) By October 15, 2020, if eligible to enroll in the XXXX program following the University's review in Action Item 1, the University will provide documentation to OCR demonstrating whether the Complainant enrolled in courses in the XXXX program as of XXXX.

Action Item 2: Investigation of the Complainant's Racial Harassment Complaint

- By November 15, 2020, the University will complete an investigation of the Complainant's allegation that two representatives of the University's XXXX program subjected her to racial harassment on XXXX. The University's investigation will examine whether the actions alleged constituted racial harassment and created a racially hostile environment for the Complainant. The investigation will involve a review by the University of relevant information, including interviewing witnesses; and an opportunity for the Complainant to

provide information or witnesses to the University relevant to the complaint. In conducting this investigation, if it becomes apparent that corrective measures are necessary, the University will ensure that it takes actions reasonably calculated to stop any harassment, prevent its recurrence, and as appropriate, remedy its effects, including providing training to the University representatives involved, if needed.

- By December 1, 2020, the outcome of the investigation will be communicated to the Complainant in writing. The University's written notification of the outcome of the investigation will contain: (a) an accounting of all evidence examined; (b) an analysis and determination of whether the preponderance of the evidence examined, including that supplied by the Complainant or otherwise, supports a finding of racial harassment that created a hostile environment; and (c) if a finding of racial harassment that created a hostile environment is made, a statement of any remedial action to be taken by the University, including ensuring that it takes actions reasonably calculated to stop any harassment, prevent its recurrence, and as appropriate, remedy its effects, including providing training to the University representatives involved, if needed.

Reporting Requirements:

- a) By December 15, 2020, the University will provide documentation of the investigation to OCR. This documentation will include, at a minimum, a description of the evidence collected and witness statements obtained; written findings and determinations; remedial action taken, if any; and proof that the outcome of the investigation was communicated to the Complainant, consistent with Action Item 2. The University will also identify, by name and title, the individuals involved in making the determination.
- b) By January 30, 2021, the University will provide documentation to OCR demonstrating implementation of any remedial or other action determined to be appropriate as a result of the investigation.

The University understands that by signing this resolution agreement (the 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 and obligations 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 proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, 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.

8/18/20

Date

/s/

Authorized Representative
Long Island University