

**Voluntary Resolution Agreement**  
**JEFFERSON COMMUNITY & TECHNICAL COLLEGE**  
**OCR Docket Number 03142384**

In order to resolve the allegations in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12132, and its implementing regulation at 28 C.F.R. Part 35, and Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681, and its implementing regulation, 34 C.F.R. Part 106, the Jefferson Community & Technical College (the College) commits to implement the provisions set forth in this Voluntary Resolution Agreement (Agreement).

The College voluntarily agrees to take the following steps to ensure its Section 504, Title II and Title IX compliance as set forth below. The Agreement does not constitute an admission of liability on the part of the College, nor does it constitute a determination by OCR of any violation of our regulations by the College.

**ACTION STEPS**

**Anti-Retaliation Statement**

1. By May 1, 2015 the College will issue a statement for all students, administrators and staff that will be posted on the College's website and in prominent locations at the College, stating that retaliation against individuals who file complaints alleging discrimination, or participate in the investigation of such complaints is prohibited. The statement will encourage any student who believes he or she has been subjected to retaliation to report it to the College, and include the appropriate contact information for the designated staff member to whom students, administrators and staff may report allegations of retaliation. The statement will warn that anyone found to have engaged in retaliation will be promptly disciplined.

**Reporting Requirement:** By June 1, 2015, the College will submit to OCR documentation substantiating that it posted the Anti-Retaliation Statement on the College's website and in prominent locations on the campus.

2. By May 1, 2015, the College will offer, in writing by certified mail, to reenroll the Complainant in all of XXXXXX classes from the XXXXXX, at the College's expense. The written offer will advise the Complainant that XXXXXX attendance will be subject to the College's Code of Conduct and that XXXXXX reenrollment will be contingent upon XXXXXX completion of all paperwork required for the readmissions process within 30 days of the College's offer. In the alternative, the offer will provide that the College agrees to reimburse the Complainant for XXXXXX costs of enrollment (tuition, books, etc.) incurred during the XXXXXX. The College's letter to the Complainant will inform XXXXXX that XXXXXX has thirty (30) calendar days from the date of the letter to accept either offer by notifying the College of XXXXXX acceptance in writing. If the

Complainant does not respond within 30 days of the College's letter, the College will have no further obligation under this provision.

**Reporting Requirement:** By July 1, 2015, the University will submit a copy of its offer letter to the Complainant, along with the Complainant's response to the offer to XXXXXX courses at no cost to the Complainant or receive reimbursement, along with any accompanying documentation evidencing his reenrollment or reimbursement.

**XXXXXX**

X--REDACTED--X

### **Sex Discrimination**

3. By May 1, 2015, the College will develop or review and, if necessary, revise, its grievance procedures to address complaints of sex discrimination. The College will ensure that these procedures provide for the prompt and equitable resolution of complaints alleging sex discrimination and will include, at a minimum, the following:
  - a. notice to students and employees of the grievance procedures, including where complaints may be filed;
  - b. application of the grievance procedures to complaints filed by students or on their behalf alleging discrimination or sexual and/or gender-based harassment (including sexual violence) carried out by employees, other students, or third parties;
  - c. provisions for adequate, reliable, and impartial investigation of complaints, including the opportunity for both the complainant and alleged perpetrator to present witnesses and evidence;
  - d. designated and reasonably prompt time frames for the major stages of the complaint process;
  - e. written notice to the complainant and alleged perpetrator of the outcome of the complaint;
  - f. assurance that the school will take steps to prevent recurrence of any sexual violence and remedy discriminatory effects on the complainant and others, if appropriate;
  - g. a statement of the school's jurisdiction over Title IX complaints;
  - h. adequate definitions of sexual harassment (which includes sexual violence) and an explanation as to when such conduct creates a hostile environment;
  - i. reporting policies and protocols, including provisions for confidential reporting;
  - j. identification of the employee or employees responsible for evaluating requests for confidentiality;
  - k. notice that Title IX prohibits retaliation;
  - l. notice of a student's right to file a criminal complaint and a Title IX complaint simultaneously;
  - m. notice of available interim measures that may be taken to protect the student in the educational setting;

- n. a statement that preponderance of the evidence (*i.e.*, more likely than not that sexual violence occurred) will be the standard used in investigating a complaint;
- o. notice of potential remedies for students;
- p. notice of potential sanctions against perpetrators; and
- q. sources of counseling, advocacy, and support.

Recognizing that Title IX does not require a separate sexual harassment complaint procedure, the College assures OCR that if it chooses to maintain a separate sexual harassment complaint procedure, it will comply with the requirements outlined above.

**Reporting Requirements:** By June 1, 2015, the College will provide to OCR a copy of its written grievance procedures for OCR’s review and approval. Within 60 days after receipt of OCR’s approval of the College’s policies and procedures, the College will disseminate a copy of the policy/procedures to all College faculty, staff and students and will revise, if necessary, any printed and electronic publications containing the policy/procedures. The College will provide OCR with documentation evidencing this notice within thirty days of the dissemination of the notice.

- 4. By May 1, 2015 the College will ensure that it has designated one or more employees to coordinate the College’s efforts to comply with Title IX and will publish this individual’s name or title, office address, and telephone number consistent with the requirements of Title IX at 34 C.F.R. § 106.8(a). If the College opts to designate more than one such coordinator, its publications will make clear the scope of each coordinator’s responsibilities (e.g., who will handle complaints by students, employees, and faculty), and will designate one coordinator, who will be titled “Title IX Coordinator” and who will have ultimate oversight responsibility over the other coordinators, whose titles will clearly indicate that they are in a deputy or supporting role to the Title IX Coordinator. Inserts may be used pending reprinting of the publications.

**Reporting Requirements:** By June 1, 2015, the College will provide OCR with the name/title of the person designated as the Title IX Coordinator, including the address and contact information. In addition, the College will provide OCR with documentation substantiating that it published this individual’s name or title, office address and telephone number.

- 5. By October 1, 2015, the College will provide training on its approved grievance policies and procedures to all College personnel, including its Title IX Coordinator, who are involved in administrating it.

**Reporting Requirement:** By October 30, 2015, the College will provide documentation that it provided training on its approved grievance policies and procedures to relevant College personnel, including the date of the training, name and qualifications of the individual(s) who conducted training, attendance sheet, by name and title, and copies of materials presented.

- 6. By May 1, 2015, the College will develop, or review and, if necessary, revise its notice of nondiscrimination pursuant to 34 C.F.R. § 106.9, which will notify students, faculty, staff, personnel, employees, and other relevant persons that it does not discriminate on the basis of sex in the education programs or activities that it operates and that it is

required by Title IX not to discriminate in such a manner. Additionally, the notice will state that the requirement not to discriminate in the College’s education programs and activities extends to employment with the College. The notice will also state that inquiries concerning the application of Title IX should be referred to the Title IX Coordinator, and it shall include the name or title, office address, and telephone number for the College’s Title IX Coordinator. The College will publish this notice consistent with the requirements of Title IX at 34 C.F.R. § 106.9.

**Reporting Requirement:** By June 1, 2015, the College will provide to OCR a copy of its notice of nondiscrimination for OCR’s review and approval. Within 60 days after receipt of OCR’s approval of the College’s notice, the College will disseminate a copy to all College faculty, staff and students and will revise, if necessary, any printed and electronic publications containing the notice. The College will provide OCR with documentation evidencing the publication of the notice within thirty days of the publication of the notice.

The College agrees to comply with the terms of this agreement until OCR has released it from monitoring. OCR will not close the monitoring until it determines that the College has fulfilled the terms of this Agreement and is in compliance with the provisions of Section 504, Title II and Title IX, which were at issue in this complaint.

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, 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 complied with the terms of this Agreement and the provisions of Section 504, Title II and Title IX, which were at issue in this complaint.

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 a minimum of sixty (60) calendar days to cure the alleged breach.

/s/ \_\_\_\_\_  
President/Designee  
Jefferson College & Technical College

2/20/2015 \_\_\_\_\_  
Date

