

Resolution Agreement
OCR Complaint # 03162180
Morgan State University

In order to resolve the allegation in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), pursuant to Title VI of the Civil Rights Act of 1964, 34 C.F.R. Part 100, Morgan State University (the University) voluntarily enters into this Resolution Agreement (Agreement) and commits to implement the provisions set forth in this Agreement in order to resolve this complaint. This Agreement does not constitute an admission of liability on the part of the University, nor does it constitute a determination by OCR that the District violated any of the regulations enforced by OCR.

The University voluntarily makes the following commitments to OCR:

1. The University acknowledges that, pursuant to the regulation implementing Title VI at 34 C.F.R. § 100.7(e), it may not intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by the laws OCR enforces, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation or other matter in connection with a complaint. The University recognizes that retaliation (any adverse action, including, but not limited to, coercion, threats or intimidation) against an individual who has engaged in a protected activity or participated in the resolution process of complaints alleging discrimination in violation of statutes and regulations enforced by OCR, is prohibited under these regulations. The memo will also state that since retaliatory conduct is prohibited by law, effective action, including disciplinary action where appropriate, will be taken against administrators, faculty, and/ or staff found to engage in such conduct.
2. On November 15, 2016, the University will distribute a memorandum (this memorandum can be sent electronically) to all faculty, staff, and administrators reminding them of the above obligations under Title VI, and quoting the language as set forth above.

Reporting Requirement:

By November 30, 2016, the University will provide OCR with documentation demonstrating that it distributed the memorandum referenced in Action Step #2 above, including the list of personnel, with name and title, who received the memorandum and the University's method of distribution, for OCR's review and approval.

3. By November 15, 2016, the University will provide written notice to XXXXXX, with a copy to the Complainant, verifying the Complainant's XXXXXX.

Reporting Requirement:

By November 30, 2016, the University will provide OCR with documentation demonstrating that it provided written notice to XXXXXX, with a copy to the Complainant, in accordance with Action Step #3, for OCR review and approval.

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, 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 regulation implementing Title VI at 34 C.F.R. § 100.7(e), which was at issue in this case.

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 regulation implementing Title VI at 34 C.F.R. § 100.7(e), which was at issue in this 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 and 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.

_____/s/_____
University President or Designee

_____/10/20/16_____
Date