

**Fortis College – Dothan Campus**  
**OCR Docket #04-14-2281**

**RESOLUTION AGREEMENT**

Fortis College, Dothan Campus (College) submits to the U.S. Department of Education, Office for Civil Rights (OCR), this Resolution Agreement (Agreement) to resolve the above-referenced complaint and to ensure compliance with 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; and Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681 *et seq.*, and its implementing regulation, 34 C.F.R. Part 106.

The College agrees to take all steps reasonably designed to ensure that students enrolled in the College are not subject to a hostile environment, on the basis of race, color, national origin or sex, and to respond to allegations of racial or sexual harassment. To this end, the College will promptly investigate all incidents and complaints of racial or sexual harassment of students the College knows of or reasonably should be known to the College. The College will take appropriate action to respond to complaints, which may include disciplinary action against students and/or staff found to have violated the College's anti-harassment policies and procedures.

Harassing conduct may take many forms, including verbal acts and name calling; graphic and written statements, which may include use of cell phones or the internet; or other conduct that may be physically threatening, harmful or humiliating. The College will take prompt and effective responsive action reasonably designed to end the hostile environment, if one has been created, prevent its recurrence, and, where appropriate, take steps to remedy the effects of the hostile environment on the affected student(s). Accordingly, the College agrees to the following:

**Grievance Procedures**

1. By **October 23, 2015**, the College will revise its grievance procedures for complaints alleging discrimination on the basis of race, color, national origin, sex, disability, and age. The College will remove the requirement that a complainant make informal resolution attempts with the other party *and* the requirement that a complaining party must file a written complaint within seven days of the incident. The College will ensure that these procedures provide for the prompt and equitable resolution of complaints alleging such discrimination and will include, at a minimum, the following:
  - a. Notice to students and employees of the procedure, including how and where to file a complaint;
  - b. Application of the procedure to complaints alleging discrimination on the bases set forth above carried out by employees, students, or third parties;
  - c. Adequate, reliable, and impartial investigation of complaints, including the opportunity for both parties to present witnesses and other evidence;

- d. Designated and reasonably prompt timeframes for the major stages of the complaint process;
- e. Notice to the parties of the outcome of the complaint and the basis for the decision;
- f. Assurance that the College will take steps to prevent the recurrence of any discrimination and to correct its discriminatory effects on the complainant and others, if appropriate;
- g. A statement of the College'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. The evidentiary standard that must be used (preponderance of the evidence) (i.e., more likely than not that sexual violence occurred) in resolving a complaint;
- o. Notice of potential remedies for students;
- p. Notice of potential sanctions against perpetrators; and
- q. Sources of counseling, advocacy, and support.

**REPORTING REQUIREMENT:**

By **October 23, 2015**, the College will provide OCR a draft of the revised grievance procedures for OCR's review and approval.

- 2. Within thirty (30) days of approval by OCR of the grievance procedures developed pursuant to Item 1 above, the College will take appropriate action to ensure that the procedures have been disseminated to students and staff. The procedures will be posted on the College's website and included in the College's Catalog.

**REPORTING REQUIREMENT:**

Within 45 days of OCR's approval of the revised grievance procedures, the College will submit to OCR a copy of all publications containing the new grievance procedures, an explanation of how the College carried out the dissemination of the grievance procedures, and a link to the website where the new grievance procedures are located.

**Notice of Non-discrimination**

3. By **October 23, 2015**, the College will revise all of its published notices of nondiscrimination to include: (1) a statement of non-discrimination that specifies the bases for non-discrimination; and (2) identification by name or title, address, and telephone number of the employee or employees responsible for coordinating the compliance efforts.

**REPORTING REQUIREMENT:**

By **October 23, 2015**, the College will provide OCR a copy of all of the revised notices of nondiscrimination.

**Title IX Coordinator**

4. By **October 23, 2015**, the College will designate a Title IX Coordinator whose job responsibilities do not pose a conflict of interest, provide the Coordinator training on the responsibilities of a Title IX Coordinator and include the telephone number for its Title IX Coordinator in all publications in which the Title IX Coordinator is listed.<sup>1</sup>

**REPORTING REQUIREMENT:**

By **October 23, 2015**, the College will provide OCR a copy of all of the revised publications, showing that the Title IX Coordinator's telephone number is listed.

**Statement to College's Faculty, Staff, and Students**

5. By **October 23, 2015**, the President of the College will issue a statement to all faculty, staff and students that will be published on the College's website, stating that the College does not tolerate racial or sexual harassment. The statement will encourage any student who believes he or she has been subjected to racial or sexual harassment to report the harassment to the College and note the College's commitment to take immediate action to eliminate the harassment, prevent its recurrence, and address its effects. The statement will include the appropriate contact information for the Title IX Coordinator. If the College has a Title VI Coordinator, the statement will include the appropriate contact information for the Title VI Coordinator.

**REPORTING REQUIREMENT:**

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<sup>1</sup> See OCR April 24, 2015 Dear Colleague Letter stating that when designating a Title IX Coordinator, a recipient should be careful to avoid designating an employee whose other job responsibilities may create a conflict of interest.

By **October 23, 2015**, the College will provide documentation to OCR demonstrating that the College disseminated the statement to the College's faculty, staff, and students in accordance with Item 5 above. The documentation shall include, but shall not be limited to: (i) a copy of the statement and (ii) the date the statement was published.

### **Training**

6. By **December 15, 2015**, the College will make its staff available at a mutually agreeable time and place for training by OCR regarding the College's responsibilities to ensure that students are not subjected to a hostile environment on the basis of race, color, national origin, or sex and to address reports of harassment on the basis of race, color, national origin or sex. Thereafter, the College, independent of OCR, will provide training regarding the same topics on an annual basis to its personnel.

**REPORTING REQUIREMENT:** By **October 23, 2015**, the College will provide OCR with proposed dates, times, and locations for the training to be conducted pursuant to Item 6 above.

7. By **December 15, 2015**, the College will convene an annual training of its faculty and staff on the revised grievance procedures and thereafter hold such trainings each year.

**REPORTING REQUIREMENT:**

By **October 15, 2015**, the College will provide documentation to OCR demonstrating that its faculty and staff have completed the training pursuant to Item 7 above. The documentation shall include, but shall not be limited to: (i) the date of the training session; (ii) a list of the names and job titles of the College's staff who participated in the training session; (iii) a description of the presenter's background and qualifications; and (iv) a copy of the training materials disseminated, or in the event of electronic training, provide the training content.

### **Climate Survey**

8. By **October 23, 2015**, the College will draft a climate survey (Survey) to be utilized annually to assess student, faculty, and staff perceptions concerning the environment at the College as it relates to race-based and sex-based harassment concerns. The Survey will be designed to assess the presence and effect of harassment, including race-based and sex-based harassment, at the College. The survey is not to be administered to students, faculty, or staff until after OCR approves the survey.

**REPORTING REQUIREMENT:**

By **October 23, 2015**, the College will submit the draft of the Survey to OCR for approval.

9. By **December 15, 2015**, or within 30 days of receipt of approval from OCR, whichever is

later, the College will administer the Survey to all students, faculty, and staff at the College's Dothan Campus. The Survey is to be administered annually thereafter.

**REPORTING REQUIREMENT:** Within 15 days of implementation of the survey, the College will provide OCR with documentation demonstrating implementation of the survey, including a description of how the survey was completed, copies of any student responses to surveys, summaries of other information obtained, and proposed actions, if appropriate, the College plans to take in response to the information gathered during the survey.

### **Student-Focused Remedy**

10. By **October 23, 2015**, the College will offer to provide the Student with career advisement service, free of charge, for a period up to six months.

**REPORTING REQUIREMENT:** By **October 23, 2015**, the College will provide OCR with (1) documentation showing that that it offered the Student career advisement services pursuant to Item 10 above and (2) documentation showing the Student's response to the offer.

Should the Student accept the offer, the College will provide OCR with evidence that it provided the career advisement services to the Student by **March 31, 2016**.

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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 additional reports or data as are necessary for OCR to determine whether the College has fulfilled the terms of this Agreement.

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.

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 regulations implementing Title VI at 34 C.F.R. §§ and §100.3(a) and (b)(1)(i)-(iv); and 100.6, as well as the Title IX implementing regulations at 34 C.F.R. §§ 106.8(b), 106.31(a) and § 106.71.

This Agreement will become effective immediately upon signature of the College President or designee below.

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**President or Designee**  
**Fortis College- Dothan Campus**

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**Date**