

Capella University
Voluntary Resolution Agreement
Complaint #05-16-2073

Capella University (University) voluntarily enters into this Voluntary Resolution Agreement (Agreement) to resolve Complaint #05-16-2073 and to assure compliance with Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2000d et seq., and its implementing regulation, 34 C.F.R. Part 100, with respect to a portion of Allegation #1 and Allegation # 2 in Complaint #05-16-2073. Title VI prohibits discrimination based on race, color, or national origin by recipients of Federal financial assistance.

By entering into this Agreement, the University does not admit any violation of Title VI and its implementing regulation, 34 C.F.R. Part 100, with respect to the allegations raised in Complaint #05-16-2073. Nothing contained in this Agreement shall be construed, or used as an admission of wrongdoing, liability, statutory or regulatory violation, or any other illegal or improper act by the University.

1. By August 6, 2016, pursuant to the University's non-discrimination policy (Policy 4.02.04), the University shall investigate and determine whether the Scientific Merit Reviewer's March 7, 2014, return of the Complainant's Dissertation Research Plan for Major Revision was discriminatory based on the Complainant's race.
2. By August 6, 2016, the University will conduct an independent review and determine whether the length of time taken to process the Complainant's April 23, 2015 appeal was discriminatory based on the Complainant's race. The independent reviewer(s) shall have had no involvement in the consideration of the Complainant's April 23, 2015 appeal.
3. If one or both of the investigations described above determines that discrimination based on race has occurred, then the University shall provide the Complainant appropriate individual remedy(ies). In that instance, in order to determine such remedy(ies), the University will convene a meeting (telephonic, video, or in-person) with the Complainant to obtain relevant information to establish what, if any, educational opportunities or benefits were restricted or limited as a result of the discrimination, and then offer the individual appropriate remedy(ies), and provide any mutually agreeable remedy(ies).

REPORTING REQUIREMENT: By August 31, 2016, the University will provide to OCR documentation of the investigations conducted pursuant to Items 1 and 2, above, a copy of its investigatory determinations provided to the Complainant, and, a description, of the individual remedy(ies), if any, offered to the Complainant as required by Item 3, including evidence of the provision of the mutually agreeable remedy(ies) to the Complainant.

4. If the investigation described under Item 1 above determines that discrimination based on race has occurred, then by October 1, 2016, the University will provide training to the staff involved in reviewing the Complainant's Dissertation Research Plan on the provisions set forth in the University's non-discrimination policy (Policy 4.02.04), as well as the non-discrimination requirements under Title VI.

5. By October 1, 2016, the University will provide training to the University staff who processed the Complainant's internal complaint of November 17, 2014, and appeal prior to January 5, 2016, on the University's non-discrimination policies and procedures, as well as non-discrimination requirements under Title VI.

REPORTING REQUIREMENT: By October 1, 2016, the University shall provide OCR documentation verifying that it provided the training to the relevant University staff referenced under Items 4 and 5 above, as appropriate, including the following:

- A. The names and titles of University staff trained
 - B. The name title qualifications of the trainer
 - C. A copy of the training materials
 - D. The method by which the training was delivered
 - E. The date and length of the training.
6. By August 6, 2016, the University will develop a procedure that ensures, consistent with Policy 4.02.04, timely review and prompt determinations of all race, color, or national origin discrimination complaints and appeals, both pending at the time of this Agreement and in the future, filed by University applicants, students, employees and other grievants.

REPORTING REQUIREMENT: By August 31, 2016, the University will submit to OCR for approval the procedure developed pursuant to Item 6. Upon notice of OCR approval, the University will adopt, publish and implement the procedure within 30 calendar days.

7. Within 30 calendar days of the publication and implementation of the OCR-approved procedure adopted pursuant to Item 6, the University will provide training to all University staff charged with processing race, color, or national origin discrimination complaints and appeals. The training will review the complaint and appeals process, including the OCR-approved procedure and timeframes to complete investigations of complaints and appeals of determinations.

REPORTING REQUIREMENT: Within 60 calendar days of the publication and implementation of the OCR-approved procedure developed pursuant to Item 6, the University will provide to OCR documentation verifying that it provided training to all University staff referenced in Item 7, including the following:

- A. The names and titles of University staff trained
- F. The name, title and qualifications of the trainer
- G. A copy of the training materials
- H. The method by which the training was delivered
- I. The date and length of the training.

ADDITIONAL REPORTING REQUIREMENT: By December 30, 2016, and June 30, 2017, the University will submit to OCR documentation demonstrating implementation of the OCR-

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approved procedure for processing race, color, or national origin discrimination complaints and appeals with respect to each such complaint and appeal pending with the University at the time of this Agreement and subsequently filed with the University. This documentation will include a report setting forth the learner name, the date of complaint and/or appeal, the allegations filed or appealed, the determination of each allegation or appeal issue, and if completed, the date of the determination.

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, 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 of this agreement and is in compliance with the regulations implementing Title VI, at 34 C.F.R. Part 100 which were 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 regulations implementing Title VI, at 34 C.F.R. Part 100 which were at issue in this case.

The University understands and acknowledges that, OCR may initiate administrative enforcement, 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 University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

For the University

Date