

RESOLUTION AGREEMENT

Hill College (College) OCR Complaint Number: 06-15-2089

The Hill College (College), Hillsboro, Texas, voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education (Department), Office for Civil Rights (OCR), Dallas Office. The College commits to taking the following actions to ensure that the requirements of Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681, and its implementing regulation at 34 C.F.R. Part 106, which prohibit discrimination on the basis of sex, are met with regard to the allegation that the College denied the complainant access to xxxxxxxx classes in the xxxxxxxx xxxxxxxx Program based on her pregnancy and recovery from childbirth, failed to treat her childbirth as a temporary disability, and failed to reinstate her to the Program at the status she held prior to taking a leave of absence for childbirth.

This Agreement has been entered into voluntarily and does not constitute an admission that the College violated Title IX and its implementing regulation.

The College will take the following actions with regard to the above-referenced complaint:

ACTION ITEM 1: Training/Education

By June 30, 2017, the College will develop and submit to OCR for review and approval proposed training regarding its obligation under Title IX that pregnancy and its related conditions must be treated in the same manner and under the same policies as any other temporary disability with respect to any medical or hospital benefit, service, plan or policy and to treat such condition as a justification for a leave of absence for so long a period of time as is deemed medically necessary by the student's physician, at the conclusion of which the student shall be reinstated to the status which she held when the leave began. The proposed training must be provided to all relevant personnel, including, but not limited to College administrators, faculty, academic advisors and counselors. The training will be conducted by individuals knowledgeable about the laws and issues pertaining to pregnancy discrimination. The training may be conducted in multiple sessions and in conjunction with other requisite trainings.

REPORTING REQUIREMENT:

By July 31, 2017, the College will provide OCR the proposed training materials to be used or distributed during the training, including any speaker's notes, and the name, title, and qualifications of the trainer(s).

ACTION ITEM 2: Training/Education

Within 30 calendar days of OCR's written notification that the proposed training complies with the requirements of Title IX and this Agreement, the College will conduct

the training for all relevant personnel, including, but not limited to, College administrators, faculty, academic advisors and counselors.

REPORTING REQUIREMENT:

Within 60 calendar days of receiving OCR's approval of the proposed training, the College will provide documentation to OCR evidencing that the training required by Action Item 2 has been completed, including the date, time, and location of the training, the topics addressed at the training program, the identity of the individual(s) who conducted the training and the individual('s') qualifications, along with a copy of the materials or a summary of the material covered in such training and sign-in sheet(s) or other documentation showing who attended the training.

ACTION ITEM 3: Policy and Procedures

The College will include a paragraph regarding Title IX's prohibition of discrimination based on pregnancy and related conditions in all College student handbooks, beginning with the next edition published and said paragraph shall contain at a minimum the following language:

“Hill College shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom as a justification for a leave of absence for so long a period of time as is deemed medically necessary by the student's physician, at the conclusion of which the student shall be reinstated to the status which she held when the leave began.”

REPORTING REQUIREMENT:

By October 31, 2017, the College will provide OCR with a copy of its revised student handbook as referenced in Action Item 3.

ACTION ITEM 4: Individual Remedy

By July 30, 2017, the College will notify the Student in writing of the opportunity to reenroll in the xxxxxxxx xxxxxxxx Program for the Fall 2017 semester. The College's offer to reenroll must provide the Student with 30 calendar days in which to reenroll in the program.

REPORTING REQUIREMENT:

By September 5, 2017, the College will provide OCR with documentation reflecting the written offer referenced in Action Item 4, and notify OCR whether the Student accepted the College's offer within 30 calendar days.

ACTION ITEM 5: Individual Remedy

By July 1, 2017, the College will provide to the Student a check in the amount of xxxxx.....sentence.....xxxxx for costs related to the xxxx xxxx semester.

REPORTING REQUIREMENT:

By August 1, 2017, the College will provide OCR with documentation reflecting the payment provided to the Student as referenced in Action Item 5.

The College understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. 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 fulfilled the terms of this Agreement and is in compliance with Title IX.

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 Title IX.

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.

Dr. Pamela Boehm, President
Hill College

Date