

**RESOLUTION AGREEMENT**  
**Hinds Community College**  
**OCR Case Number: 06-21-2198**

Hinds Community College (hereinafter “the College”) submits this Resolution Agreement (Agreement) to the U.S. Department of Education (Department), Office for Civil Rights (OCR), to resolve the allegations in the above-referenced complaint. References to the College include each of its existing campuses. The College assures OCR that it will take the following actions to comply with the requirements of 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, which prohibit discrimination on the basis of sex in any education program or activity receiving federal financial assistance, as well as the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794 (amended 1992), and its implementing regulation, at 34 C.F.R. Part 104, which prohibit discrimination by recipients of federal financial assistance from the Department based on disability.

**A. ACTION ITEMS AND REPORTING REQUIREMENTS**

**Action Item 1 – Review and Revision of Practices, Policies and Procedures**

- A. The College will review its practices, policies, and procedures for providing adjustments for pregnant students to ensure that the College adequately addresses Title IX’s prohibition on discrimination against pregnant students. During its review, the College will identify the relevant practices, policies, and procedures currently in effect and revise, or as needed, develop, written policies and procedures. As part of this review, the College will include an examination of its Notice of Non-Discrimination, Title IX Policy, and grievance procedures for complaints of sex discrimination.
- B. Within thirty (30) calendar days of receiving OCR’s final approval of the policies and procedures, the College will adopt and implement the policies and procedures, and disseminate them to all students, faculty, and staff.

**Reporting Requirements**

- i. Within sixty (60) days of the signing of this agreement, the College will submit to OCR documentation demonstrating that the College has: (i) identified all relevant practices, policies, and procedures and (ii) as needed, revised, or developed policies and procedures pursuant to Action Item 1A above. The College will include a draft of the proposed revisions<sup>1</sup> for OCR’s review and approval. The College will promptly and fully address OCR’s feedback, if any, and will not formally adopt the revised policies and procedures until the College receives OCR’s final approval.
- ii. Within ninety (90) days of the signing of this agreement, the College will submit to OCR documentation demonstrating the College has: (i) formally adopted the revised policies and procedures, and (ii) disseminated the adopted policies and procedures to all students,

---

<sup>1</sup> The College will submit the revised policies and procedures by submitting: (i) a red-lined version of the proposed changes, and (ii) a clean copy of the proposed final policies and procedures.

faculty, and staff. The College will promptly and fully address OCR's concerns, if any, regarding adoption and dissemination of the revised policies and procedures.

### **Action Item 2 – Website Update and Dissemination of Information**

The College will publish prominently on its website and elsewhere, as appropriate, information regarding: (i) pregnant students' rights under Section 504 related to temporary disability; (ii) the Title IX rights of – and the College's obligations to – pregnant students; (iii) the procedure for pregnant students to request adjustments to the regular program; (iv) the name and contact information for the individual(s) tasked with coordinating the College's response to requests for adjustments from pregnant students; (v) if different from (iv) above, the name and contact information for the College's Title IX Coordinator; and (vi) the grievance procedure for students to file complaints of sex discrimination, including pregnancy-related complaints, and a web link to the grievance procedures.

#### **Reporting Requirement**

Within sixty (60) days of the signing of this agreement, the College will provide OCR with web links and, if applicable, hard copies of the publications in Action Item 2 above, as well as the method(s) and date(s) of publication for any hard copies.

### **Action Item 3 – Training Regarding Rights of and Obligations to Pregnant Students**

The College will provide training regarding the Title IX rights of pregnant students and their rights under Section 504 related to temporary disability, as well as the College's obligations regarding pregnant students, to all full-time faculty employed by the College, as well as to all staff involved in providing Title IX resources or addressing requests for adjustments from pregnant students. This training must include: (i) how and to whom students may submit requests for adjustments to the regular program; (ii) the contact information for the College's Title IX Coordinator and any individual(s) tasked with coordinating the College's response to requests for adjustments from pregnant students; (iii) the process for identifying and providing adjustments; (iv) examples of pregnancy-related adjustments; and (v) the grievance procedure for students to file complaints of sex discrimination, including pregnancy-related complaints.

#### **Reporting Requirements**

- i. Within thirty (30) days of the signing of this agreement, the College will provide OCR with the name and qualifications of the proposed trainer(s) who will provide the training described in Action Item 3 above and a copy of the proposed training materials for OCR's review and approval. The College will promptly and fully address OCR's feedback, if any, until the College receives OCR's final approval of the trainer and training materials.
- ii. Within one hundred eighty (180) calendar days of receiving OCR's final approval of the trainer, training materials and training survey in Action Item 4 below, the College will

ensure that the training described above takes place and provide OCR: (i) the date, time, and location of the training; (ii) confirmation that the approved training materials were used; (iii) confirmation that the approved trainer(s) was used; (iv) the names and titles or positions of faculty and staff who attended the training; (v) the names and titles or positions of faculty and staff who were required but did not attend the training; and (vi) a plan to train each person identified in (v) above.

- iii. Within thirty (30) calendar days of completing its training obligation under this Agreement, the College will provide items (i) to (iv) above for each person identified in item (v) above who received training on an alternate date.

#### **Action Item 4 – Survey for Trained Faculty and Staff**

The College will assess the effectiveness of the training referenced in Action Item 3 above, by conducting a survey of the faculty and staff who attend the training. The survey will specifically inquire about their knowledge regarding: (a) how and to whom students may submit requests for adjustments to the regular program; (b) the contact information for the College's Title IX Coordinator and any individual(s) tasked with coordinating the College's response to requests for adjustments from pregnant students; and (c) the grievance procedure for students to file complaints of sex discrimination, including pregnancy-related complaints.

#### **Reporting Requirements**

- i. Within sixty (60) calendar days of receiving OCR's final approval of the trainer and training materials in Action Item 4 above, the College will provide OCR a draft survey for assessing the effectiveness of the training. The College will promptly and fully address OCR's feedback, if any, until the College receives OCR's final approval of the survey.
- ii. Within thirty (30) calendar days of receiving training attendees' survey results, the College will provide documentation to OCR of the results of the survey and a description of any actions the College took or plans to take in response to the survey results, including conducting additional training sessions to ensure effective training is provided. The College will promptly and fully address OCR's feedback regarding the survey results, if any.

#### **Action Item 5 – Tracking System for Pregnancy-related Adjustments for Students**

Within ninety (90) days of the signing of this agreement, the College will develop a system for tracking (i) requests for pregnancy-related adjustments for students at any campus made to the Title IX Coordinator, faculty, or other staff; (ii) the responses to the requests, including verification of adjustments provided by faculty, staff, or others; and (iii) the reasons for the denial of any requests.

**Reporting Requirement**

Within ninety (90) days of the signing of this agreement, the College will provide OCR with details regarding the tracking system, including how requests for adjustments, responses and denials are documented and tracked. The College will promptly and fully address OCR's feedback, if any, regarding the tracking system.

**Action Item 6 - List of Requests for Pregnancy-related Adjustments and the College's Responses**

By May 31, 2024, the College will compile a list of all pregnancy-related requests for adjustments for students at any campus and all responses to the requests for the 2023-2024 academic year.

**Reporting Requirements**

- i. By June 15, 2024, the College will provide OCR the above list of pregnancy-related requests for adjustments for students at any campus, and all responses to the requests for the 2023-2024 academic year.
- ii. If OCR determines it needs underlying documentation, the College will provide such documentation within ten (10) business days of OCR's request.
- iii. If OCR determines the College is not in compliance with Title IX regarding a specific request, within fifteen (15) calendar days of the date of OCR's notice, the College will take action to respond to the request consistent with the requirements of Title IX.

**Action Item 7 - Remedies Regarding Title IX Response to the Student's Allegation**

The College shall reimburse the Student the full cost of tuition for the Student's final semester of the [redacted content] program at the College. The total reimbursement amount includes, and is solely limited to, reimbursement for tuition expenses incurred in repeating the final semester of the Student's [redacted content] program and any related mandatory costs (e.g., program fees, materials fees, cost of required textbooks or printed materials).

**REPORTING REQUIREMENTS:**

- i. Within sixty (60) calendar days of the signing of this Agreement, the College shall mail a check to the Student via certified mail.
- ii. Within fifteen (15) calendar days of disbursing payment in compliance with the Reporting Requirement above, the College shall submit to OCR evidence of the payment and the method of deliverance (i.e., certified mail delivery receipt).

**B. GENERAL TERMS & PRINCIPLES**

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 such additional reports or data as are necessary for OCR to determine whether the College has fulfilled the terms and obligations of this Agreement. The College also understands that OCR will not close the monitoring of this Agreement until OCR determines that the College has demonstrated compliance with all the terms of this Agreement and is in compliance with Title IX and its implementing regulations at 34 C.F.R. Part 106, which were at issue in this investigation.

The College understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the College written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

**C. EXECUTION**

This Agreement will become effective immediately upon the signature of the College’s representative below.

/s/  
\_\_\_\_\_  
Dr. Stephen Vacik  
President

April 11, 2024  
\_\_\_\_\_  
Date