

RESOLUTION AGREEMENT
Southeast Community College
OCR Docket Number 07162063

The Southeast Community College (College), Lincoln, Nebraska, submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve the complainant's allegation in OCR Docket No. 07162063. The College, as a recipient of Federal financial assistance, is subject to the requirements of Title IX of the Education Amendments of 1972 (Title IX), 20 United States Code (U.S.C.) § 1681, and its implementing regulation, 34 Code of Federal Regulations (C.F.R.) Part 106; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104; and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, and its implementing regulation at 28 C.F.R. Part 35.

The complainant alleged the College discriminated against him due to disability by withdrawing him from two of his classes when he did not attend the first week of class during the spring 2015 quarter¹ and that the College failed to provide his accommodations that allowed for leniency in attendance and tardiness. The complainant also alleged the College discriminated against him based on gender when it withdrew him from his classes and chose not to excuse his absences due to the birth of his child.

The College voluntarily agreed to resolve the complaint prior to the conclusion of OCR's investigation into the complaint allegations. OCR did not conduct any further investigation and considers the issue to be resolved upon completion of the following action steps listed below.

This Agreement does not constitute an admission by the College of a violation of Section 504, Title II, Title IX, or any other law enforced by OCR.

The College agrees to take the following actions:

Tuition Reimbursement

1. Within thirty (30) days of signing this agreement, the College will waive the Complainant's debt owed to the College for \$XXX.XX; the remaining tuition costs the complainant incurred during the spring 2015 quarter.

Reporting Requirement

Within forty-five (45) days of signing this agreement, the College will provide OCR with documentation showing the complainant's tuition costs of \$XXX.XX incurred from the spring 2015 quarter were waived.

¹ The College has 10 week quarters as opposed to 16 week semesters. The spring 2015 quarter began in April 2015.

Textbook buyback

2. Within seven days of signing this agreement, the College will send the complainant information on how to participate in the textbook buyback program on campus.

Reporting Requirement

Within seven days of providing this information to the complainant, the College will provide OCR with documentation showing the College informed the complainant how to participate in the textbook buyback.

Policy and Procedure

3. The College will draft revisions to its policies and procedures related to sex-based discrimination prohibited by Title IX to ensure that these policies and procedures include a prohibition against discrimination based on any student's pregnancy or parental status. Specifically, the revisions will conform to the requirements of 34 C.F.R. § 106.40 which provides:
 - (a) *Status generally. A recipient shall not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.*
 - (b) *Pregnancy and related conditions. (1) A recipient shall not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such student's pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity of the recipient.*
 - (2) *A recipient may require such a student to obtain the certification of a physician that the student is physically and emotionally able to continue participation in the normal education program or activity so long as such a certification is required of all students for other physical or emotional conditions requiring the attention of a physician.*
 - (3) *A recipient which operates a portion of its education program or activity separately for pregnant students, admittance to which is completely voluntary on the part of the student as provided in paragraph (b)(1) of this section shall ensure that the instructional program in the separate program is comparable to that offered to non-pregnant students.*
 - (4) *A recipient shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom 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 which such recipient administers, operates, offers,*

or participates in with respect to students admitted to the recipient's educational program or activity.

- (5) *In the case of a recipient which does not maintain a leave policy for its students, or in the case of a student who does not otherwise qualify for leave under such a policy, a recipient 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

Within ninety (90) days from the date of this agreement, the College will submit to OCR for review and approval its proposed revisions of its policies and procedures related to sex discrimination under Title IX.

After receiving approval of the revised policies and procedures, the College will adopt the revised policies and procedures within thirty (30) calendar days of approval from OCR.

Notice of Revised Policies and Procedures

4. After adoption of the revised policies and procedures, the College will provide all students and employees with written notice regarding the revised policies prohibiting sex discrimination under Title IX on the basis of pregnancy or parental status. At a minimum, the College will make this notification through the Institute's website, electronic mail messages to employees and students, as well as by any other additional means of notification the College deems effective to ensure that the information is widely disseminated.

Reporting Requirement

Within thirty (30) days from the adoption of the revised policies and procedures required above, the College will provide OCR with documentation showing how the College provided the written notice as required by this item for OCR's review and approval.

Training for Staff

5. Within one-hundred eighty (180) days from the date the College receives OCR's approval of the revised policies, the College will provide Title IX training to all regular employees of the college. This training will include the revised Title IX policies.

Reporting Requirement:

Within thirty (30) days from the completion of the training, the College will provide OCR with documentation for OCR’s review and approval of the training provided to College staff identifying: a) the date, time and location of the training; b) a copy of the agenda and any materials provided to the individuals attending the training; c) the names, titles, and qualifications of the individual(s) who conducted the training; and d) the names and titles of each College administrator or employee who attended the training (a sign-in sheet with the attendees’ names and titles is sufficient).

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 Section 504 at 34 C.F.R. Part 104 and Title II at 28 C.F.R. Part 35, and Title IX at 34 C.F.R. Part 106 which were at issue in this case.

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 and that all actions taken to comply with the requirements of the Agreement are subject to OCR’s review and approval. 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 of this Agreement and is in compliance with the regulations implementing Section 504 at 34 C.F.R. Part 104 and Title II at 28 C.F.R. Part 35, and Title IX at 34 C.F.R. Part 106 which were at issue in this case.

By entering into this Agreement, the College does not intend to admit liability and nothing contained in this Agreement shall be construed as an admission of liability by the College or any of its curators, officers, employees, agents or attorneys, either past, present or future, to the Complainant under any legal theory whatsoever, all such alleged liability being hereby expressly denied. Further, by entering into this Agreement, the College does not intend to admit and nothing contained in this Agreement shall be construed as an admission by the College or any of its curators, officers, employees, agent or attorneys, either past, present or future, to any violation of any federal statute or regulation which OCR has responsibility for enforcing, all such alleged violations being hereby expressly denied.

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.

/s/ Jose J. Soto
Recipient Official
Southeast Community College

4/11/17
Date