

**RESOLUTION AGREEMENT**  
**Oklahoma City Community College**  
**OCR Docket Number 07-17-2012**

The U.S. Department of Education, Office for Civil Rights (OCR) and the Oklahoma City Community College (College), Oklahoma City, Oklahoma, enter into this agreement to resolve the allegation in the above-referenced complaint. This agreement does not constitute an admission of liability, non-compliance or wrongdoing by the College. The College assures OCR that it will take the following actions to comply with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI), 42 United States Code § 2000d, and its implementing regulation at 34 Code of Federal Regulations (C.F.R.) Part 100, which prohibit discrimination on the basis of race, color or national origin by recipients of Federal financial assistance.

Prior to the completion of OCR's investigation, the College agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, to resolve the issues of this investigation, the College agrees to take the following actions:

**RACIAL HARASSMENT POLICY & SCHOOL-WIDE DISCIPLINE PLAN**

1. By June 30, 2018, the College will develop a policy prohibiting racial harassment (racial harassment policy), including the harassment of students by other students and the harassment of students by administrators, staff, and other College employees. At a minimum, the College's racial harassment policy and, if applicable, associated procedures will contain the following:
  - (a) A statement setting forth the College's commitment to having an environment free from all harassment based on race, color, and national origin. Such statement must explain that the College prohibits race, color, and national origin harassment in the college environment, including all academic, extra-curricular, and college-sponsored activities. The statement will encourage students to immediately report incidents of harassment. The statement will emphasize that staff are required to promptly report to the staff member identified in accordance with item 1(h) of this Agreement all incidents of harassment of which they become aware by whatever means. The statement will specify that the College will investigate formal and informal complaints of harassment.
  - (b) Examples of the type of conduct and behavior that are covered by the policy, including examples of staff-to-student and peer-to-peer conduct.
  - (c) Identification of the kinds of activities and sites where prohibited conduct could occur.
  - (d) An explanation of how to report racial harassment and/or file a complaint (formally and informally).
  - (e) A requirement that College personnel report incidents of alleged harassment that may be based on race, color, and/or national origin that College personnel witness or of

which they have received reports or information, whether such incidents are verbal or physical or amount to harassment in other forms.

- (f) A description of the College's complaint procedures, including a requirement that an investigatory report be filled out by each designated staff member or his/her designee the course of the investigation, a twenty (20) College business day timeframe for the College's investigation of a complaint, and a requirement that written notice of the outcome of the investigation be provided to the parties. Provided, the policy may provide for extension of such twenty (20) College business day timeframe in appropriate circumstances upon written notification to the parties stating the additional period required to complete the investigation.

The information documented in the investigatory report shall, at a minimum, include: (1) the name, race, and national origin of the alleged victim and, if different, the name and race of the person reporting the allegation; (2) the nature of the allegation, a description of the alleged incident, and the date and time (if known) of the alleged incident; (3) the names and races of all persons alleged to have committed the alleged harassment, if known; (4) the names and races of all known witnesses to the alleged incident, if known; (5) any written statements of the reporter, the victim (if different from the reporter), the accused party(s), and any known witnesses; (6) the outcome of the investigation; and (7) the response of College personnel. Additionally, the parties shall be informed of the date of any report made to law enforcement regarding the incident.

- (g) Identification of the means the College will use to investigate incidents of harassment, including but not limited to:
  - i. the various steps the College will take to conduct adequate, reliable, and impartial investigations of reported incidents;
  - ii. the various steps the College will take to conduct adequate, reliable, and impartial investigations of reported incidents;
  - iii. the College's standards for determining whether a hostile environment exists.
- (h) The name or title and contact information (including office address, email address, and telephone number) for the College employee(s) responsible for receiving and/or investigating reports of harassment, including the investigatory report.
- (i) A requirement that the College staff member(s) identified in accordance with item 1(h) of this Agreement or a designee of such staff member(s), document all reports of incidents of harassment.
- (j) A recommendation that College personnel who observe acts of harassment based on race, color, or national origin intervenes to stop the harassment, unless circumstances would make such intervention dangerous.
- (k) Prohibition of retaliation against persons who in good faith report alleged harassment or participate in related proceedings.

- (l) A statement that the College will offer counseling services with a College counselor or a counselor paid for by the College to any person determined by the College to have been subjected to harassment on the basis of race, color, or national origin and, where appropriate, to the person(s) who committed the harassment.
- (m) Development of a plan for a comprehensive training program for all individuals in the College who are responsible for investigating reports of racial harassment, and all other appropriate personnel.
- (n) A requirement that College personnel receive appropriate information regarding the policy and Federal anti-discrimination and anti-harassment laws and related policies and procedures prior to making determinations or decisions in response to complaints under the policy.

REPORTING REQUIREMENT: By June 30, 2018, the College will submit its racial harassment policy and associated procedures to OCR for its review and approval.

- 2. Within 60 calendar days of written notification from OCR that the College's racial harassment policy and associated procedures are consistent with Title VI requirements and satisfy item 1 of this Agreement, the College will adopt and implement the policy and procedures, publish them in its College Policy Manual, post the policy and procedures on campus in an area accessible to students and personnel, and post the policy and procedures on the College's website.

REPORTING REQUIREMENT: By August 1, 2018, the College will provide OCR documentation showing it has complied with item 2 of this Agreement.

- 3. By August 1, 2018, the College will publish the statement required by item 1(a) of this Agreement, the information required by item 1(h) of this Agreement, and a reference to its OCR approved racial harassment policy in its Student Handbook(s).

REPORTING REQUIREMENT: By August 1, 2018, the College will provide OCR documentation showing it has complied with item 3 of this Agreement.

- 4. By August 1, 2018, the College will clarify in its policies that racial harassment is a specific disciplinary offense/violation and will clarify in the policies the range of penalties the College may impose on employees and students for engaging in racial harassment.

REPORTING REQUIREMENT: By August 1, 2018, College will provide OCR documentation showing it has complied with item 4 of this Agreement.

## **TRAINING REGARDING RACIAL HARASSMENT**

5. By August 1, 2018, and annually thereafter, the College will offer online or in-person training regarding racial harassment to all of the current and incoming students. At least once per academic year, the College will send email or other written correspondence to all current and incoming students advising that the College has a racial harassment policy (with a link or simple instructions for access to the policy required by item 1 of this Agreement) and that the College offers training regarding racial harassment to students. The policy required by item 1 of this Agreement shall also advise students that such training is available and encouraged. At a minimum, the training and accompanying written materials will focus on helping students recognize conduct that is racially harassing and understand the consequences of engaging in racial harassment, and will encourage students to report racial harassment and instruct them on how to report racial harassment. This training may be combined with training on other topics as long as the issue of racial harassment remains a focal point of the training.

REPORTING REQUIREMENT: By August 1, 2019, the College will provide OCR documentation showing it has complied with item 5 of this Agreement for the 2018-19 school year. The documentation must identify and include:

- (a) the name and title of the individual(s) who conducted the training or, in the case of online training, information sufficient to identify the online training program;
  - (b) the date, time, location (if applicable), and delivery method of the training;
  - (c) the topics addressed by the training;
  - (d) a copy of any materials distributed in connection with the training; and
  - (e) sign-in sheets with the name of each student who participated in the training or, with respect to online training, a list of student who participated in each online training program.
6. By December 31, 2018, and every three years thereafter, the College will provide in-person or online racial harassment training to College administrators, counselors, and instructors; provided, after December 31, 2018, the College will provide such training to new employees within the first 90 days of employment. The training will be conducted by an individual or organization with appropriate expertise on the issue, and may cover other topics in addition to racial harassment. At a minimum, the training will address, through the program and accompanying written materials, the following:
- (a) Title VI's prohibition against race discrimination, including racial harassment;
  - (b) what conduct constitutes racial harassment;
  - (c) the College's racial harassment policy;
  - (d) what College employees should do if a student complains of racial harassment by another student, a College employee, or a third party;

- (e) what College employees should do if they witness racial harassment of a student by another student, a College employee, or a third party;
  - (f) the College's process for investigating and resolving racial harassment complaints;
  - (g) Title VI's prohibition on retaliation against a student or other individual who files a racial harassment complaint or participates in a Title VI complaint investigation; and
  - (h) whom to contact with questions about the College's process for reporting or addressing student complaints of race discrimination, including racial harassment.
7. By August 1, 2018, and annually thereafter, the College will provide training to all individuals in the College who are responsible for investigating reports of racial harassment on how to conduct prompt, thorough investigations of reports of racial harassment and how to document the investigation and findings. The training will be provided by someone with appropriate expertise on the topic, and may cover other topics in addition to racial harassment. This training may be combined with the training required by item 6 of this Agreement or provided separately.

REPORTING REQUIREMENT: By August 1, 2019, the College will submit to OCR documentation showing it has provided the training described in items 6 and 7 of this Agreement for the 2018-19 school year. The documentation must identify and include:

- (a) the name, title, and qualifications of the individual(s) or organization who provided the training;
- (b) the date, time, and location of the training;
- (c) an outline of the content of each training;
- (d) a copy of any materials distributed to the training participants; and
- (e) sign-in sheets or documentation with the name and title of each employee who participated in the training.

**RACIAL HARASSMENT RECORDS**

8. The College will establish and maintain a database to document all reports of racial harassment against students and the College's response to the reported harassment. The College will document the name and race of the individuals involved in each reported incident and whether the complaint was processed as a formal or informal complaint, as well as the names of any witnesses to the incident, the date of each incident, a description of each reported incident, witness statements, investigatory notes of the individual investigating the report of racial harassment, and the College's conclusion regarding the reported racial harassment and response to any racial harassment it determines has occurred, including disciplinary action that was taken.

REPORTING REQUIREMENT: By August 1, 2019, the College will provide OCR a copy of its records for each report of racial harassment against students received during the second semester of the 2018-19 school year.

**INDIVIDUAL REMEDIES**

- 9. By January 31, 2018, the College will expunge from all official records any failing grade that the complainant received in the Nursing Process III course, and will instead cause such records to indicate that the course was audited by the complainant. The complainant's official records and transcript will not reflect that the complainant failed or otherwise performed poorly in the Nursing Process III course in any manner, including the calculation of the complainant's overall grade point average. Notwithstanding that no corresponding notation will be made on the complainant's transcript, the College will not be required to permit readmission into the Baccalaureate to Associate Degree Nurse Accelerated Pathway (BADNAP) program.
- 10. By January 31, 2018, the College shall provide the complainant and OCR a copy of the complainant's official records and transcript, demonstrating that any failing grade that the complainant received in the Nursing Process III course has been expunged and has no effect the calculation of the complainant's overall grade point average.
- 11. By January 31, 2018, the College will provide OCR with an accounting of the fees and expenses and tuition paid by the complainant to the College since January 1, 2015.
- 12. By January 31, 2018, the College will reimburse the complainant for fees, expenses and tuition paid by the complainant to the College for the Nursing Process III course.
- 13. By January 31, 2018, the College will submit documentation to OCR that evidences completion of item 12 of this Agreement.

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 of this Agreement and is in compliance with the regulations implementing Title VI at 34 C.F.R. § 100.3, which was at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close this case.

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 a minimum of sixty (60) calendar days to cure the alleged breach.

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

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Dr. Jerry L. Steward, President  
Oklahoma City Community College

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Date