

## RESOLUTION AGREEMENT

**Between the Morgan Community College (CO) and  
The U.S. Department of Education's Office for Civil Rights (Denver)**

**Case Number 08102019-C**

### **BACKGROUND**

- 1) After investigating a complaint of discrimination, the U.S. Department of Education, Office for Civil Rights ("Department" or "OCR") found that Morgan Community College (the "College") violated Title IX of the Educational Amendments of 1972, when it
  - a) failed appropriately to respond to peer on peer sexual harassment; and
  - b) retaliated against the Complainant for contacting OCR by confronting the Complainant about potentially filing a complaint and expelling him from the College.During the course of the investigation, OCR also found that the College did not have a designated compliance officer to address sexual harassment grievances and did not have grievance procedures that comply with the requirements of Title IX.
- 2) Title IX, 20 U.S.C. §1681 *et seq.*, and its implementing regulation at 34 C.F.R. pt. 106, taken together, provide in relevant part that recipients of Federal financial assistance from the U.S. Department of Education may not discriminate in programs or activities on the basis of sex.
- 3) This agreement demonstrates the commitment of Morgan Community College (MCC) to afford equal opportunities to all students to participate in the programs and courses of study offered by MCC. MCC will ensure that its anti-harassment policies and procedures allow all students to participate in or benefit from its education programs and activities. MCC's willingness to enter into this Resolution Agreement shall not be construed as an admission of a violation of Title IX.
- 4) Accordingly, the College voluntarily agrees to take the steps outlined in this Resolution Agreement to ensure the equitable resolution of sexual harassment grievances, to designate a Title IX Compliance Officer, and to refrain from retaliating against students for exercising rights under Title IX. OCR will monitor the College's compliance with Title IX.

### **JURISDICTION**

- 5) The College is subject to Title IX because it receives Federal financial assistance from the U.S. Department of Education.
- 6) The parties to this Agreement are OCR and the College. In light of this Agreement, the parties have determined that case number 08102019-C can be resolved without further investigation or enforcement action at this time and have prepared and agreed to the terms of this Agreement.

- 7) In order to resolve this complaint and to avoid the burdens and expenses of further investigation and possible enforcement action, the parties enter into this Agreement. In consideration of, and consistent with, the terms of this Agreement, OCR agrees to refrain from initiating an enforcement action regarding areas covered in the "Remedial Action" section of this Agreement, except as provided below.

### **REMEDIAL ACTION**

- 8) The College will review and revise, subject to OCR's approval, its current sexual harassment policy and procedure to ensure compliance with the requirements of Title IX and its implementing regulation.
- 9) The College will identify a Title IX Compliance Officer.
- 10) The College will take steps to ensure that the College's website and other publications generally made available to students or employees, including policies and student handbooks, or used in recruitment of such individuals, are revised to include a statement of nondiscrimination that includes identification by name or title, address, and telephone number of the College's Title IX Compliance Officer(s).
- 11) The College will provide notice to the College's students regarding the sexual harassment policy, including prohibition against harassment based on sexual stereotyping.
- 12) The College will provide training to the Title IX Compliance Officer(s) regarding the requirements of Title IX and how to investigate sexual harassment grievances.
- 13) The College will provide training approved by OCR to the College's administrators, professors, and staff regarding the requirements of Title IX as they relate to identifying and responding to sexual harassment.
- 14) The College will maintain records of all allegations (including allegations that come as informal concerns, formal grievances, or in any other format) of sexual harassment. The records should include a list of the allegations, the names of all known students involved in the incidents, all written grievances, all documents created or obtained during an investigation in response to the grievance, discipline records, the names of the College employees involved in the investigation, and the College's written findings for each investigation.
- 15) The College will train its administration, including the ADA Coordinator and the Dean of Student Success, regarding the prohibition against retaliation.
- 16) The College will remove the expulsion letter and no trespass letter from the Student's record and will not inform, orally or in writing, any other post-secondary institution of the Student's discipline and expulsion records. If the College has already informed another post-secondary institution of the Student's discipline and expulsion records, the College will notify the institution that the expulsion has been reversed.

17) Reporting Requirements:

- a) By August 1, 2010, the College will provide documentation for Agreement provisions 8 and 9 by providing to OCR for its review and approval:
  - i. Copies of any draft revised sexual harassment policies or grievance procedures; and
  - ii. Draft notice of nondiscrimination and notice of designated Compliance Officer.
- b. Within 60 days of OCR's approval of the procedure, the College will submit documentation that the OCR-approved policy and procedure required in provisions 8 and 9 were adopted by the College and notice provided as required in 10 and 11, including:
  - i. Weblinks or screen shots demonstrating the revised webpages that provide information regarding the College's Compliance Officer(s);
  - ii. Copies of the student handbook and any other College publication containing information regarding the College's Compliance Officer(s); and
  - iii. Copies of the notice given to the College's students.
- c. Within 60 days after OCR's approval of the procedure, the College will submit documentation that it provided the training to the Title IX Coordinator as required in provision 12. The documentation will include:
  - i. The name and qualifications of the trainer(s);
  - ii. The person(s) that attended the training; and
  - iii. A copy of the handouts used for each training.
- d. Within 60 days after OCR's approval of the procedure, the College will submit an outline and description of the training it intends to provide to administrators, staff, and professors as required in provision 13.
- e. Within 60 days after OCR's approval of the proposed training, the College will submit documentation that it provided the training required in provision 13. The documentation will include:
  - i. The name and qualifications of the trainer(s);
  - ii. A list of all administrators, professors, and staff that attended the training(s);
  - iii. A copy of the training sign-in sheet for the employee training; and
  - iv. A copy of the handouts used for the training.
- f. By June 1, 2011, the College will provide documentation regarding all sexual harassment allegations at the College received during school year (SY) 2010-2011 as required by provision 14, including copies of the allegations, written grievances, report of investigation, findings, and remedial actions (discipline for offenders and counseling for victims).
- g. By June 1, 2012, the College will provide documentation regarding all sexual harassment allegations at the College received during SY 2011-2012 as required in provision 14, including copies of the allegations, written grievances, report of investigation, findings, and remedial actions (discipline for offenders and counseling for victims).
- h. The College will submit documentation that it provided the training required in provisions 15. The documentation will include:

- i. The name and qualifications of the trainer(s);
  - ii. A list of all administrators that attended the training(s);
  - iii. A copy of the training sign-in sheet for the employee training;
  - iv. A copy of the handouts used for each training.
- i. By August 1, 2010, the College will provide a letter to the Complainant and a copy to OCR including:
    - i. Certification that it removed the expulsion and “no trespass” letter from the Complainant’s records;
    - ii. Affirmation that the College will not inform any additional post-secondary institutions of the Complainant’s expulsion and discipline records related to this complaint;
    - iii. Provide a copy, if any, of a letter(s) sent to another institution notifying it that the expulsion has been reversed; and

### **ENFORCEMENT OF THIS AGREEMENT**

- 18) If, at any time, the College desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify OCR in writing, setting forth the facts and circumstances thought to justify modification of this Agreement and the substance of the proposed modification. Until OCR notifies the College in writing that it has agreed to the proposed modification, the proposed modification will not take effect. Any modifications must receive the prior written approval of OCR, which approval shall not be unreasonably withheld or delayed.
- 19) For purposes of the immediately preceding paragraph, it is a violation of this Agreement for the College to fail to comply in a timely manner with any of its requirements without obtaining sufficient advance written agreement with OCR for an extension of the relevant time frame imposed by the Agreement.
- 20) OCR may review compliance with this Agreement at any time. As part of this monitoring, OCR may, at its discretion, conduct unannounced on-site inspections as permitted by 34 C.F.R. § 106.71 as it incorporates 34 C.F.R. § 100.6, including unrestricted review of all the College’s employee and student records, inspection of the College facilities and programs, and interviews of the College employees and students, subject to parental consent.
- 21) If OCR believes that the College has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written permission from OCR regarding a modification of the relevant terms under the terms set forth above, OCR will so notify the College in writing and it will attempt to resolve the issue or issues in good faith. If OCR is unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date it provides notice to the College, it may take steps to initiate an enforcement action through administrative proceedings with the Department of Education or as a referral to the Department of Justice to enforce the terms of this Agreement and to take appropriate steps to enforce Title IX and its implementing regulation.

- 22) Failure by OCR to enforce this entire Agreement or any provision of it with regard to any deadline or any other provision shall not be construed as a waiver of OCR's right to enforce other deadlines and provisions of this Agreement, or of the College's obligation to comply with Title IX, Section 504, Title II and their implementing regulations.
- 23) This Agreement constitutes the entire Agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement, shall be enforceable.
- 24) This Agreement does not purport to remedy any other potential violations of Title IX, Section 504, Title II and their implementing regulations, or any other federal law. This Agreement does not affect the College's continuing responsibility to comply with these laws and regulations.

**IMPLEMENTATION OF THIS AGREEMENT**

- 25) This Agreement will remain in effect until OCR determines that the College has fully complied with all of its provisions. Upon determining that the College has achieved full compliance with the terms of this Agreement, OCR will conclude its monitoring and will notify the College that it is closing this case and terminating this Agreement. In the event that there is no further action, monitoring or correspondence regarding this Agreement, this Agreement will terminate no later than four years after the effective date. The termination of this Agreement will not change or alter the College's obligations to comply with all applicable laws and regulations
- 26) The persons signing for the parties represent that they are authorized to bind the parties to this Agreement.
- 27) The effective date of this Agreement is the date of the last signature below.

For the Morgan Community College:

For: U.S. Department of Education:

By: *Kerry Hart* 6-3-10  
Dr. Kerry Hart Date:  
President

By: *Mary Lou Mobley* 6/4/10  
Mary Lou Mobley, Director Date  
Office for Civil Rights, Region VIII