

Voluntary Resolution Agreement
Embry Riddle Aeronautical University
OCR Case Number 08-15-2084

In order to resolve the allegations in OCR Case Number 08-15-2084 filed with the U.S. Department of Education, Office for Civil Rights (OCR) against Embry Riddle Aeronautical University (University) pursuant to Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and their implementing regulations at 34 Code of Federal Regulations Parts 100, 104, and 106 respectively, the University agrees to take the actions outlined in this Voluntary Resolution Agreement.

Prior to OCR's completion of its investigation and before OCR had made any findings regarding the complainant's allegation that the University failed to adequately respond to a complaint of national origin, sex, and disability discrimination, the University indicated its desire to voluntarily enter into an agreement to resolve the allegations and to ensure compliance with Title VI, Title IX, and Section 504. Pursuant to Section 302 of OCR's *Case Processing Manual*, a complaint allegation may be resolved when, before the conclusion of an investigation, a recipient expresses an interest in resolving the complaint, OCR believes that doing so is appropriate, and the agreement's remedies align with the allegation. This Agreement does not relieve the University from fulfilling its other obligations under Title VI, Title IX, or Section 504 or resolve any other individual or class complaints pending against the University.

REMEDIAL ACTIONS

The University voluntarily agrees to take the following actions:

1. *By XXX 2015*, the University will provide written or electronic notice to all students that the University does not tolerate discrimination on the basis of national origin,¹ sex, or disability.² This notice will include a description of the University's process for filing a discrimination complaint and identify the University faculty or staff member(s) responsible for responding to complaints of discrimination, whether based on national origin, sex, or disability, and include contact information for each person identified. 34 C.F.R. §§ 100.3, 104.8, and 106.9.

¹ Title VI prohibits discrimination on the basis of race, color, or national origin. National origin is referenced within this agreement for sake of simplicity and is used to refer to all forms of discrimination prohibited by Title VI (race, color, or national origin).

² Title VI does not have specific requirements similar to those found in Title IX and Section 504, which require an identified coordinator to respond to complaints and provide a prompt and equitable resolution of complaints alleging discrimination. Title VI generally prohibits discrimination on the basis of race, color, or national origin, and requires that the University provide a non-discriminatory environment. The University's applicable procedures provide for the resolution of any complaint of discrimination, including national origin-based complaints. Thus, we reference national origin discrimination within the scope of the University's discrimination complaint procedures within this Agreement.

Reporting Requirement Agreement Term 1: *By xxxxx, 2015*, the University will provide OCR for its review and approval the draft notice required by Term 1. Within 30 days of OCR's approval of the notice, the University will provide OCR documentation demonstrating completion of Term 1.

2. Within 45 days of the effective date of this agreement, the University will complete its investigation of all complaints of national origin, sex, or disability discrimination currently pending against Professor XXXX of which the University has notice. Once completed, the results of the investigations and any response the Professor wishes to make will be documented in the Professor's official University personnel file.
3. For each complaint for which the University establishes discrimination occurred, the University will take appropriate action against the Professor as defined by University personnel policies and procedures, which may result in progressive discipline.
4. The University will also evaluate whether cumulatively the Professor's actions, as established by the University's investigation(s), resulted in a hostile educational environment on the basis of national origin, sex, or disability for University students, particularly those assigned to Professor XXXX classes and including but not limited to the students who made a discrimination complaint.
5. If the University establishes that the Professor subjected University students to a hostile environment on the basis or disability, sex, or national origin, the University will take additional and progressive disciplinary action against the Professor consistent with the University's personnel policies and procedures.
6. For any student that the University determines was subjected to a hostile environment due to Professor XXXX actions, the University will take steps to remediate the effects of a hostile educational environment, including but not limited to:
 - a. Reimbursing the student for the cost of the course or courses taught by the Professor and in which the student was enrolled;
 - b. Reviewing whether the student's grades were adversely impacted, and if appropriate, adjusting or expunging the grades; and
 - c. At the student's option, allowing the student to retake the course(s) without cost to the student.

Reporting Requirement Agreement Terms 2-6: *By xxxxx, 2015*, the University will provide documentation demonstrating completion of Terms 2-6 to include copies of results of each investigation, documentation demonstrating action(s) taken against the Professor, and actions taken on behalf of students found to have been subjected to discrimination, including a hostile environment by the Professor.

7. *By xxx, 2015*, the University in consultation with OCR will develop a staff directive or other training document advising *all* University staff, faculty, and administrators of their

obligation to respond promptly and equitably to *all* complaints of alleged national origin, gender, and disability discrimination. The University will maintain and provide to OCR documentation that all University staff, faculty, and administrators received the directive or training document.

8. The staff directive or training document, referenced above, shall specifically emphasize:
 - a. Appropriate implementation of the University's non-discrimination grievance procedures;
 - b. How to recognize an allegation of national origin, gender, or disability discrimination to include knowing what to do when staff suspect a hostile environment based on national origin, gender, or disability; and
 - c. The contact information for the University's Section 504 and Title IX Coordinators, and who to contact for further information regarding complaints of national origin discrimination.

Reporting Requirement Agreement Terms 7 and 8: *By xxxxx, 2015*, the University will provide documentation demonstrating completion of Terms 7 and 8, to include documentation of delivery and receipt of the staff directive or training document to all staff, faculty, and administrators, and a copy of the document issued.

9. *By xxx, 2015*, the University will develop and implement a record-keeping system designed to document the University's receipt, processing, and response to complaints alleging national origin, sex, or disability discrimination. Documentation will clearly and specifically include:
 - a. The identity of the individuals or University Department alleged to have engaged in the discriminatory conduct, if known;
 - b. The University's response, including actions taken to clarify the allegations; investigation of the complaint; and a summary of any remedial action taken by the University to respond to confirmed discrimination;
 - c. Timeframes for when the complaint was received and when the University provided notice to the complaining party; and
 - d. Notice of the investigative findings to the complaining party.
10. For each national origin, gender, or disability discrimination complaint that the University receives from the date of this Agreement through August 30, 2016, the University shall provide to OCR:
 - a. The identity of the individuals or University Department alleged to have engaged in the discriminatory conduct, if known;
 - b. The University's response, including actions taken to clarify the allegations, investigation of the complaint; a summary of any remedial action taken by the University to respond to confirmed discrimination; and
 - c. Notice of the investigative findings to the complaining party.

Reporting Requirement Agreement Term 9 and 10: *By xxx, 2015*, for each national origin, sex, or disability discrimination complaint the University has received from the effective date of

this Agreement, the University shall provide to OCR documentation sufficient to comply with the provisions of paragraphs 9 and 10 above. Additional reports through August 30, 2016, will be required throughout the monitoring of this agreement.

MONITORING AND REPORTING

11. *By xxxx 2015*, the University shall provide to OCR an initial monitoring report addressing Agreement terms 1 through 8 above, including supporting documentation and describing the steps the University has taken to ensure implementation of this Agreement.
12. The University shall comply with any additional OCR requests for monitoring reports as necessary until the University demonstrates full compliance with all terms of this Agreement.

ADDITIONAL ACKNOWLEDGEMENTS

The University 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 University written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

The University understands that OCR will not close the monitoring of this agreement until OCR determines that the University has fulfilled the terms of this agreement and is in compliance with the regulations implementing Title VI, Title IX, and Section 504 and their implementing regulations at 34 C.F.R. §§ 100.3, 104.7, and 106.8, which were at issue in this case.

The University 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 University understands that during the monitoring of this agreement, if necessary, OCR may visit the University, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms of this agreement and is in compliance with the regulation implementing Title VI, Title IX, and Section 504 of the Rehabilitation Act of 1973 and their implementing regulations at 34 C.F.R. §§ 100.3, 104.7 and 106.8, which were at issue in this case.

Embry Riddle Aeronautical University:

Effective Date:

_____/s/_____

____8/18/2015_____
