

**Resolution Agreement  
Los Angeles Southwest College  
Office for Civil Rights, U.S. Department of Education  
Case Number 09-15-2068**

In order to resolve the allegations raised in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights under Title VI of the Civil Rights Act of 1964 (Title VI) and without admitting to any violation of the law, Los Angeles Southwest College (Recipient) agrees to implement the actions outlined in this Resolution Agreement (Agreement).

I. Investigative Training

The Recipient will provide investigative training to Recipient staff that are directly involved in, or supervise these staff members, investigating complaints or other reports of race, color, or national origin discrimination, including harassment. The investigative training will specifically include a review of investigative techniques for all types of discrimination complaints, including instructions on how to conduct and document reliable and impartial investigations of alleged discrimination, including harassment based on race, color, and national origin, assessment of credibility, weighing evidence, and on the appropriate legal standards to apply in such investigations. The training will be conducted by an independent qualified person(s). Only Recipient staff members who have received this training may conduct investigations or supervise these investigators.

II. Assignment of Admissions Decisions for the Nursing Program

In order to ensure that admissions decisions for the nursing program are made in a non-discriminatory manner in the future, the Recipient will permanently assign admissions decision making to a panel of three members, including the nursing director, a nursing faculty member, and a dean of academic affairs.

III. Evaluation of the Nursing Director

- A. The Recipient will evaluate whether the current nursing program director is able to fulfill her other responsibilities in a non-discriminatory manner and in compliance with all applicable federal and state laws, and regulations and policies of the Community College District and the Recipient.
- B. Until the evaluation is completed, the nursing director will not make any decisions concerning student status in the nursing program.

IV. Reimbursement

The Recipient will reimburse the Complainant in the amount of \$14,634.

V. Complainant's Admission File

The College will place a copy of the OCR resolution letter and this Agreement into the Complainant's file.

VI. Reporting Requirements

A. Within 60 days of the signing of this Agreement, the Recipient will:

1. Provide a copy of and orally review the resolution letter and the agreement with the nursing director.
2. Provide to OCR the name of the person(s) who will provide the training, the qualifications of the trainer(s), the proposed investigative training materials, proposed dates for the training, and the list of persons who will attend the training and their titles, per paragraph I. OCR will review the information and approve it or notify the Recipient of any concerns.
3. Provide to OCR the name of the person(s) who will provide the non-discrimination and harassment training to the nursing director, the proposed training materials, and the date the training will take place.
4. Provide reimbursement to the Complainant per paragraph III. and provide documentation to OCR.

B. By September 30, 2016, the Recipient will:

1. Provide OCR a report that demonstrates the investigative training occurred, including sign-in sheets, and a copy of the final materials used by the trainer(s) and provided to the attendees in the investigative training.
2. Notify OCR of how the evaluation specified in paragraph III was conducted, the person(s) responsible and the results of the evaluation.
3. Provide OCR documentation of the changes made to the admissions process, including any training or directions given to the newly formed panel as discussed in paragraph II above.

C. By May 1, 2017, the Recipient will provide OCR with a description of how the panel made its admissions decision for the 2017-2018 school year, including meeting notes with dates and times of the meetings.

VII. Monitoring

- A. The Recipient understands that OCR will not close the monitoring of this agreement until OCR determines that the Recipient has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title VI of the Civil Rights Act of 1964, which was at issue in this case.
  
- B. The Recipient understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the Recipient understands that during the monitoring of this agreement, OCR may visit the Recipient, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Recipient has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title VI of the Civil Rights Act of 1964, which was at issue in this case.
  
- C. The Recipient 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 Recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
President Linda Rose  
Los Angeles Southwest College

\_\_\_\_\_05/16/2016\_\_\_\_\_  
Date