

## **RESOLUTION AGREEMENT**

### **I. INTRODUCTION**

The Beauty Academy (“the academy”) enters into this agreement to resolve the allegations asserted in a complaint (OCR Reference No. 10152202) filed with the U.S. Department of Education’s Office for Civil Rights (OCR) under Title IX of the Education Amendments of 1972 (“Title IX”), 20 U.S.C. Sections 1681-1688, and the regulations that implement that statute at 34 C.F.R Part 106.

### **II. GENERAL PROVISIONS**

- A. This agreement resolves the allegation asserted in a complaint against the academy OCR accepted for resolution (OCR Reference No. 10152202), hereinafter “the complaint,” and does not constitute an admission by the academy of any violation of Title IX, the regulations implementing Title IX at 34 C.F.R. Part 106, or any other law.
- B. OCR agrees to discontinue its investigation of the complaint based upon the academy’s commitment to take the actions specified in this agreement which, when fully implemented, will resolve the allegation OCR accepted for resolution.
- C. The academy understands that by signing this agreement, it agrees to provide OCR data and other information in a timely manner. Further, the academy understands that during the monitoring of this agreement, OCR may visit the academy to interview administrators, staff, and students, and request such additional reports or data as are necessary for OCR to determine whether the academy has fulfilled the terms of this agreement and is in compliance with Title IX and the Title IX implementing regulation at 34 C.F.R. 106.40(b), which was at issue in the complaint.
- D. The academy understands that OCR will not close its monitoring of the academy’s implementation of this agreement until OCR determines that the academy has fulfilled the terms of this agreement and is in compliance with Title IX and the Title IX implementing regulation at 34 C.F.R. 106.40(b).

- E. The academy 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. sections 100.9 and 100.10), or judicial proceedings to enforce this agreement, OCR will give the academy written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

### **III. REMEDIAL ACTIONS**

#### **A. Leave Policies and Procedures**

1. By November 16, 2015, the academy will draft, for OCR's review and approval, leave policies and procedures that conform the academy's leave policies and procedures with the Title IX implementing regulation at 34 C.F.R. 106.40(b). The leave policies and procedures will provide that the academy 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 leave the student shall be reinstated to the status she held when the leave began. This provision applies to academic leave of absences, not to the requirements of title IV of the Higher Education Act (HEA) and the HEA regulation at 34 C.F.R. 668.22.
2. Within 30 calendar days of receiving OCR's comments about the leave policies and procedures drafted pursuant to section III.A.1. of this agreement, the academy will incorporate OCR's comments and adopt and implement the policies and procedures.

#### **B. Notices**

Within 15 calendar days of adopting its leave policies and procedures pursuant to section III.A.2. of this agreement, the academy will disseminate written notices to all academy students, applicants, employees, and contractors about the policies and procedures.

#### **C. Individual Student Remedy**

1. By October 23 , 2015, the academy will draft, for OCR's review and approval, a letter to the student who is the subject of the complaint. The draft letter shall state:

- a. The academy is granting the leave of absence certified by the student's physician related to her pregnancy and inform the student that, if she is interested in returning to the academy cosmetology program at the conclusion of the leave, the academy will reinstate the student to the status she held when the leave began.
  - b. If the student is not interested in returning to the academy, the academy will facilitate transferring the credits the student has earned in the cosmetology program to any other institution the student wishes to attend.
  - c. If the student is not interested in returning to the academy, the academy will refund the unearned tuition to the student and/or student financial aid program.
2. Within 30 calendar days of receiving OCR's comments about the letter drafted pursuant to section III.C.1. of this agreement, the academy will incorporate OCR's comments and send the letter to the student.

## **V. REPORTING**

### **A. Reporting about Leave Policies and Procedures**

1. By November 16 , 2015, the academy will provide OCR with the draft leave policies and procedures drafted pursuant to section III.A.1. of this agreement.
2. As promptly as possible, OCR will respond to the academy about the draft leave policies and procedures submitted to OCR pursuant to section IV.A.1. of this agreement.
3. Within 15 calendar days of adopting the leave policies and procedures pursuant to section III.A.2. of this agreement, the academy will provide OCR with a report about its adoption and implementation of the policies and procedures. The report will include the method by which the policies and procedures were adopted, the date of the adoption, the academy's plan for implementation and publication of the policies and procedures, and a copy of the adopted policies and procedures.

**B. Reporting about Notices**

Within 15 calendar days of disseminating the notices about the academy's leave policies and procedures pursuant to section III.B. of this agreement, the academy will provide OCR with a report about its implementation of section III.B. that includes a description of how and where the notices were disseminated, a list of the individuals or groups to whom the notices were disseminated, and a copy of the notices.

**C. Reporting about Individual Student Remedy**

1. By October 23, 2015, the academy will provide OCR with the letter drafted pursuant to section III.C.1. of this agreement.
2. As promptly as possible, OCR will respond to the academy about the draft letter submitted to OCR pursuant to section IV.C.1. of this agreement.
3. Within 30 calendar days of sending the letter to the student pursuant to section III.C.2. of this agreement, the academy will provide OCR with a copy of the letter.
4. Within 90 calendar days of sending the letter to the student pursuant to section III.C.2. of this agreement, the academy will provide OCR with a report about any response the academy received from the student. The report will include a description of any communications between the academy and the student about the contents of the letter.

Signed:

/s/

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Don Crowell  
Owner  
Beauty Academy

October 6, 2015

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Date