

**Voluntary Resolution Agreement
Central Piedmont Community College
OCR Complaint No. 11-14-2265**

Central Piedmont Community College (the College) agrees to fully implement this voluntary resolution agreement (Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-14-2265. This Agreement does not constitute an admission by the College of a violation of Title IX of the Education Amendments of 1972 (Title IX) or any other law enforced by OCR.

1. The College will revise its current procedures to provide for the prompt and equitable resolution of complaints alleging any action prohibited by Title IX, and the revisions will include, at a minimum:
 - a. a requirement that College personnel investigate, address, and respond appropriately to sex and gender-based discrimination, including harassment, in accordance with the requirements of Title IX, its implementing regulations, and OCR guidance, whether reported (verbally or in writing) by the harassed student, a witness, or any other individual; observed by a College employee; or brought to the College's attention by any other means;
 - b. a clear definition of the type of conduct prohibited under Title IX. The procedures will expressly include that gender-based discrimination is a form of discrimination based on sex and state that gender-based discrimination includes discrimination based on a student's gender identity, gender expression, gender transition, transgender status, or gender nonconformity;
 - c. designated and reasonably prompt timeframes for the major stages of the complaint process; and
 - d. an assurance that both parties are provided with equitable opportunities to appeal the final outcome of the resolution of a complaint, including any decisions to not proceed with an investigation or with a hearing.

Reporting Requirement: By **October 15, 2015**, the College will submit for OCR's review and approval the draft revised Title IX grievance procedures.

Reporting Requirement: Within **14 days** after OCR's approval of the College's revised procedures, the College will publish the revised procedures on its website and will provide all College students and staff with a letter or e-mail notifying them of the grievance procedures and providing them with a link to the grievance procedures on its website; the College will submit to OCR a link to its website evidencing publication of the revised procedures and documentation that notice of the procedures was provided to College students and staff.

2. The College shall communicate through its website, publications, and training materials that all students have the right to use the bathroom that coincides with their gender identity.
3. The College will change a student's official record to reflect a change in legal name or gender upon receipt of documentation that such change has been made pursuant to a court order, amendment of state or federally-issued identification, or other appropriate documentation. The College shall communicate through its website, publications, and training materials that to the extent the College is not legally required to use a student's legal name and gender on College records or documents, the College shall use the name and gender preferred by the student. The College will make it clear that the student need not change his or her official records as a condition of being addressed by the name or gender of the student's choice.
4. The College will ensure that all College staff, including security personnel, receive training on gender-based discrimination and harassment and coverage of transgender students under Title IX and any related policies or procedures developed as a result of this agreement.

Reporting Requirement: By October 15, 2015, the College will provide for OCR's review and approval a copy of the proposed communications as outlined in Provisions 2 - 3 above. The College will disseminate the new communications no later than 15 days following OCR's approval. Within 15 days of OCR's approval, the College will provide OCR with documentation confirming that it published these communications on its website, publications, and training materials.

Reporting Requirement: By October 15, 2015, the College will provide OCR with a copy of the online non-discrimination training materials that College employees are required to complete annually.

Reporting Requirement: Within 15 days of OCR's approval, the College will provide OCR with confirmation that the training required by provision 4, above, has been implemented and shall be given to all College employees on their next annual training and each subsequent annual training.

STUDENT-SPECIFIC RELIEF

With regard to the Complainant, the College agrees to:

1. Confirm that there is no record of any disciplinary action in Complainant's official disciplinary record and any other records where suspension disciplinary action would typically appear.
2. Provide the Complainant with copies of the policies, websites, publications and training materials updated as described herein.

- 3. Provide the Complainant with the option of either (1) re-taking any courses she was enrolled in when she left the College in March 2014 at no cost to the Complainant, or (2) correcting the Complainant’s transcript to reflect her “withdrawal” from the courses she was enrolled in when she left the College in March 2014, confirming that the Complainant did not incur any out-of-pocket costs associated with taking these courses, and, if applicable, reimbursing her for any out-of-pocket costs.

Reporting Requirement: Within 30 days of the signing of the Agreement, the College will provide OCR with documentation confirming that the interim suspension does not appear on the Complainant’s official records; that the Complainant was provided with an opportunity to make up classwork and class time missed as a result of the interim suspension; that the Complainant received written notice as required in provision 2, above, and; that the Complainant has been offered the option to retake courses or receive a refund for any out-of-pocket expenses associated with taking the courses and have her transcript reflect “withdrawal” for these classes.

Reporting Requirement: Within 15 days of receiving the Complainant’s acceptance of one of the options in provision 3, above, the College will provide OCR with confirmation that the Complainant’s request has been fulfilled.

The College understands that OCR will not close the monitoring of this Agreement until OCR determines that the College has fulfilled its terms and is in compliance with the regulations implementing Title IX at 34 C.F.R. §106.31. The College also 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 Section 504, at 34 C.F.R. Part 104 and Title II, at 28 C.F.R. Part 35.

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.

_____/S/_____
 President or Designee
 Central Piedmont Community College

____8/13/15_____
 Date