#### RESOLUTION AGREEMENT Wake Technical Community College OCR Case No. 11-16-2258

Wake Technical Community College (the College) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Case No. 11-16-2258. 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.

# **Action Item A:**

- 1. The College will ensure that as soon as possible, education programs and activities at the College are conducted in accordance with 34 C.F.R. 106.34. Specifically, within 10 days of the date of this agreement, the College will remove any and all sex-based registration restrictions placed on all existing Women in Science, Technology, Engineering, and Math Learning Community (WiSTEM) courses. Namely, the College will make all sections of the following WiSTEM courses, which had been reserved for women only, equally available to all students regardless of sex, beginning the Summer 2017 or Fall 2017 semester and continuing for all subsequent semesters: MAT 171, MAT 172, BIO 111, BIO 112, and CHEM 151.
- 2. By no later than August 1, 2017, the College will specifically publicize the availability of the existing WiSTEM courses to all students, regardless of sex, (i.e. that the College has removed sex-based restrictions to registering for the courses) by means that are designed to reach students attending the College. Such means could include placing a notification on the College's Registrar's webpage or sending an email notification to each student.

# **Reporting Requirements:**

- 1. By October 1, 2017, the College will submit documentation verifying that all sections of MAT 171, MAT 172, BIO 111, BIO 112, and CHEM 151 are being offered equally to students, regardless of sex, for the Summer 2017 and Fall 2017 semesters. The documentation should include a description of the means used to advertise the availability of the courses to students, including a copy of the notification(s) sent to students, as well as a copy of course registration handbooks/printouts.
- 2. By December 31, 2017, the College will provide OCR with documentation for the for the above-referenced courses held during the Summer 2017 and Fall 2017 semesters, including: (a) documentation confirming which courses and sections were held; and (b) the total enrollment for each course and section by sex.

# Action Item B:

The College will ensure that the WiSTEM program, including all related activities, will include a statement that the program is open to all students without regard to sex. By August 1, 2017, the

College will distribute a notice to all students regarding eligibility to participate in WiSTEM activities.

### **Reporting Requirement:**

By August 31, 2017, the College will provide OCR with copies of materials the College uses to promote WiSTEM activities.

The College understands that OCR will not close the monitoring of this Agreement until OCR determines that the College has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title IX, at 34 C.F.R. Part 106.

The College understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the College understands that during the monitoring of this Agreement, 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 regulation implementing Title IX, at 34 Part 106, which was at issue in this case.

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.

By:

\_\_\_\_\_/s/\_\_\_\_Date: \_\_\_\_6/28/2017\_\_\_\_\_

Dr. Stephen C. Scott President or Designee Wake Technical Community College