



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE FOR CIVIL RIGHTS

400 MARYLAND AVENUE, SW
WASHINGTON, DC 20202-1475

REGION XI
NORTH CAROLINA
SOUTH CAROLINA
VIRGINIA
WASHINGTON, DC

RESOLUTION AGREEMENT
North Carolina Central University
OCR Complaint No. 11-20-2248

North Carolina Central University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve the allegation(s) investigated in Office for Civil Rights (OCR) Complaint No. 11-20-2248. This Agreement does not constitute an admission by the University of a violation of Title IX of the Education Amendments of 1972 (Title IX, or any other law enforced by OCR.

1. By October 9, 2020, the University will conduct an independent administrative review of the basis for the Student's referral to the Student Review Committee in XXXX, with the objective of determining whether there was a factual basis to support a referral without relying on any information provided by XXXX. This independent review will be conducted by a person or team of persons who had no involvement in the Student's referral in XXXX or her dismissal from XXXX and who is in no way affiliated with the XXXX. Within five (5) business days of completing the independent review, the University will notify the Complainant in writing of the outcome of the review.

Reporting Requirement:

Within ten (10) business days of completing the independent review outlined above, the University will submit to OCR documentation of the independent review, including all information relied upon, the outcome of the review, an explanation of the basis for the outcome, and a copy of the notification of outcome provided to the Complainant.

2. If the University finds, based on the independent administrative review outlined in provision 1 of this agreement, that there was a factual basis in XXXX to refer the Complainant to the Student Review Committee, without reliance on any information provided by XXXX, the University will offer the Complainant the option of proceeding with a new Student Review Committee hearing or requesting an administrative process in place of a hearing. The University will complete the process selected by the Complainant within ten (10) business days of receiving notice of the Complainant's decision. If the Complainant chooses to have a hearing, the University will ensure that the Student Review Committee is comprised entirely of individuals who had no involvement in the Student's prior referral or dismissal decision and have no affiliation with XXXX. The recommendation of the Student Review Committee will be forwarded to an administrator(s) who had no prior involvement in the Student's referral or dismissal. The University will provide the Complainant with written notice of the outcome and all appeal rights provided for under University policies/procedures.

Reporting Requirement:

The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.

Within twenty (20) business days of completion of the Student Review Committee Process, including final decision making as to the Student's status with the University and any appeals, the University shall provide OCR with documentation reflecting the Student Review Committee process and final decision-making, including final written notice of the outcome to the Complainant and any records developed on appeal.

3. If the University determines either that there was no basis to refer the Complainant to the Student Review Committee in XXXX or if the Student Review Committee process results in a dismissal of all charges, the University will reinstate the Complainant into the University's XXXX to complete her degree and provide the Complainant the opportunity to submit for the University's consideration all work completed towards her degree requirement, including XXXX. Should the University determine that the Complainant has outstanding degree requirements, the University will work with the Complainant to enable her to complete those requirements remotely.

Reporting Requirement:

By November 13, 2020, the University will provide OCR with copies of its correspondence with the Complainant reflecting the University's compliance with provision 3 of this agreement.

4. By November 20, 2020, the University will remove from the Complainant's permanent record all references to the XXXX referral to the Student Review Committee and the March and April decisions pertaining to her dismissal.

Reporting Requirement: By November 30, 2020, the University will provide OCR with documentation reflecting compliance with provision 4 of this agreement.

5. By September 30, 2020, the University will provide training to all XXXX employees regarding the Title IX prohibition on retaliation and the duty to promptly report to the Title IX Coordinator for the University all reports of possible sex discrimination, including sexual harassment and sexual violence. The training will cover the University's Title IX policies and procedures, including the prohibition on retaliation, and provide examples and offer opportunity for discussion of examples of retaliation.

Reporting Requirement: Within twenty (20) business days of completion of the training, the University will provide OCR with documentation confirming completion of the required training, including: (a) the name of the individual(s) who conducted the training and their qualifications; (b) the date(s) of the training session(s); (c) all training materials; and (d) a sign-in sheet including a list of the names, signatures, and position titles of the University personnel who participated in each training session. If the University would like OCR's feedback in advance, it may provide OCR with a draft copy of the training materials at least two weeks before the date of the training.

6. By September 30, 2020, the University will place a memorandum in the personnel file of the XXXX reminding him of the prohibition on retaliation in the University’s Sexual Misconduct Policy, along with a copy of this resolution agreement and OCR’s resolution letter.

Reporting Requirement: By October 2, 2020, the University will provide OCR with documentation reflecting compliance with paragraph 6 of this agreement.

7. By October 1, 2020, the University will electronically distribute to XXXX and to XXXX, including students and faculty/staff participating in both programs, notices of the prohibition on retaliation under Title IX and information about how to report a concern under Title IX, including the name/contact information for the Title IX Coordinator.

Reporting Requirement: By October 8, 2020, the University will provide OCR with documentation reflecting compliance with provision 7 of this agreement including copies of notices posted and locations of posting.

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 the 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 and obligations of this Agreement. Upon the University’s satisfaction of the commitments made under this Agreement, OCR will close this case.

The University understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

By: _____ Date: _____
Name and Title