

Resolution Agreement
The University of North Carolina at Chapel Hill
OCR Complaint No. 11-19-2215

Without admitting to any violation of law, The University of North Carolina at Chapel Hill (the University) agrees to implement this Resolution Agreement (Agreement) to resolve complaint no. 11-19-2215, in which the complainant alleged that the University discriminated against students of Jewish descent. The University enters into this Agreement to continue to ensure its compliance with Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2000e, *et seq.*, and its implementing regulation, 34 C.F.R. Part 100. By entering into this Resolution Agreement, the University does not admit any violation of Title VI with regard to the allegations in the complaint or investigation, and the U.S. Department of Education, Office for Civil Rights (OCR), makes no finding of a violation of Title VI with regard to the allegation in the complaint or investigation. Nothing contained in this Resolution Agreement shall be considered, construed, or used as an admission of liability by the University or as a finding of a violation of Title VI by OCR.

The University agrees to continue to take all steps reasonably designed to ensure that students enrolled in the University are not subjected to a hostile environment and to respond to allegations of anti-Semitic harassment. To this end, the University will continue to promptly investigate all incidents of anti-Semitic harassment involving students that are reported to the University and will continue to take appropriate action to respond to such complaints, which may include disciplinary action against students and/or staff.

I. Anti-Harassment Statement

By December 31, 2019, the Chancellor of the University will issue a statement to all University students, faculty, and staff stating that the University does not tolerate acts of prohibited harassment, including but not limited to anti-Semitic harassment, by University students, faculty, staff, and/or third parties. The statement will encourage any student who believes he or she has been subjected to such harassment to report it to the University.

II. Revision of *Policy on Prohibited Discrimination, Harassment and Related Misconduct*

The University has in place the *Policy on Prohibited Discrimination, Harassment, and Related Misconduct (Policy)*. The University will continue to ensure that it addresses and responds to incidents of prohibited harassment, including but not limited to anti-Semitic harassment. Accordingly, the University will take the following actions:

- a. The University will reiterate its commitment to having an environment free from prohibited harassment, including but not limited to anti-Semitic harassment, and will explain that the University prohibits such harassment in the University environment, including all academic, extracurricular, and University-sponsored programs and activities. The statement will encourage students, faculty, and staff to immediately report incidents of such harassment and will reaffirm the University's commitment to investigate reports of such harassment.
- b. The University will include in the *Policy* a statement that the harassment of students on the basis of their actual or perceived shared ancestry or ethnic characteristics, including but not limited to anti-Semitic harassment, may constitute discrimination on the basis of national origin in violation of Title VI of the Civil Rights Act of 1964. The *Policy* may provide a clear definition of anti-Semitism and must provide a description of the forms of anti-Semitism that can manifest in the University environment.
- c. The University will ensure that all actions undertaken pursuant to this Agreement are consistent with the First Amendment of the U.S Constitution.

REPORTING REQUIREMENT

By October 31, 2019, the University will submit to OCR for review and approval a copy of the *Policy*, revised in accordance with item II.a-c above.

Within 15 days of receipt of notice of OCR's approval of the revised *Policy*, the University will adopt, implement and publish the revised *Policy*. The University will publish the revised *Policy* through its website, as well as by any other means

the University deems effective to ensure that the information is widely disseminated.

III. Meetings

During each of the 2019-2020 and 2020-2021 academic years, the University shall host at least one meeting in order to provide students, faculty, and staff the opportunity to discuss with University administrators any concerns they have about incidents of prohibited harassment, including but not limited to anti-Semitic harassment, that have occurred within the University community. If complaints about specific incidents of such harassment are identified during the meetings, the University will take appropriate steps to address the complaints and respond to the incidents.

IV. Training

Each training and/or orientation session that the University offers to or requires of students, faculty, and staff concerning the *Policy* and its implementation shall include a component on prohibited harassment, including but not limited to anti-Semitic harassment. The University will request the vendor that provides the University's on-line training module to modify the training module to include a section on anti-Semitic harassment.

REPORTING REQUIREMENT

By June 1, 2020 the University will provide the modified training module to OCR for review and approval. The University will provide a statement to OCR confirming that the training module in section IV contains a segment on anti-Semitic harassment and that the training will continue to include this segment on anti-Semitic harassment through at least the 2022-23 academic year.

The University understands that by signing this Agreement, it agrees to provide the aforementioned information in a timely manner, in accordance with the reporting requirements of this Agreement. Further, the University understands that during the monitoring of this agreement, if necessary, OCR may visit the University, interview students, faculty, and/or staff, and request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms of this Agreement and is in compliance with Title VI and its implementing regulation at 34 C.F.R. Part 100. Upon completion of the obligations under this Agreement, OCR will close this case.

The University 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 will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement becomes effective immediately upon its execution by the University's representative.

Dated:

10/14/19



Nathan Knuffman for
Jonathan Pruitt, Vice Chancellor for
Finance and Operations