



Settlement Agreement Between The United States of America and Highland Community College

INTRODUCTION

In January 2022, the United States Department of Justice, Civil Rights Division, Educational Opportunities Section and the United States Attorney’s Office for the District of Kansas (collectively, the United States) opened an investigation under Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.* (Title IV), to determine whether Highland Community College (HCC) discriminated on the basis of race in its surveillance, searches, and discipline of Black students and in its response to allegations of employee-on-student race-based harassment. Under Title IV, the United States is authorized to address certain complaints of discrimination based on race, color, sex, religion, or national origin by public colleges and universities. 42 U.S.C. § 2000c-6(a)(2).

The United States, HCC, and HCC Board of Trustees voluntarily agree to enter into this settlement agreement (Agreement) to proactively address the United States’ concerns and to reflect HCC’s commitment to ensuring that all students have access to equal and fair opportunities regardless of race. Neither this Agreement nor the performance by HCC of this Agreement’s obligations constitutes a finding or an admission of any violation of federal, state, or local law.

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DEFINITIONS OF AGREEMENT TERMS

- A. Allegation(s) of Discrimination** means formal and informal, verbal and written communications, reports, and complaints where a student alleges bias or discrimination, including harassment, on the basis of protected categories, including race, in interactions with Employees, students, or third parties, or in the application of policies or procedures to the student. An Allegation of Discrimination can be made within the context of other College proceedings. For example, a student may inform campus security of an Allegation of Discrimination during a search or inform an Employee during a disciplinary hearing or in their written disciplinary appeal.
- B. Days** means calendar days except that if a deadline under this Agreement occurs on a weekend or holiday, the due date will be the next business day.
- C. Discipline Policy** means HCC's disciplinary rules set forth in the Student Code of Conduct and Student Conduct Process in the HCC Student Manual.
- D. Document(s)** means all written, printed, and electronic records and communications.
- E. Employee(s)** means a person who holds a position at the College for which they are paid to work. This term includes full-time, part-time, permanent, probationary, temporary, intermittent, casual, and per-diem employment positions.
- F. Equity Grievance Policy** means HCC's policy on receiving, investigating, and addressing complaints of misconduct, including discrimination, set forth in the Highland Community College Equity Grievance Policy.
- G. Exclusionary Discipline** means any disciplinary sanction(s) that temporarily or permanently removes a student from classes, campus, or housing, including housing removal, expulsion from campus, suspension, and expulsion.
- H. Racial Harassment** is unwelcome conduct based on a person's actual or perceived race or color and can include the use of derogatory language (such as race-based slurs, taunts, or stereotypes), intimidation, threats, unwanted physical contact, or physical violence. Racial Harassment need not include intent to harm, be directed at a specific person, or involve repeated incidents. Racial Harassment that is objectively offensive and sufficiently serious to interfere with or limit a student's ability to participate in or benefit from the services, activities, or opportunities in HCC's education program creates a race-based hostile environment that HCC is obligated to address.
- I. Room Search** means any instance when an HCC Housing or Security employee enters a student's HCC dorm room with the authority to issue student conduct referrals, fines, or referrals to law enforcement for objects or conduct observed. Room Search includes searches conducted due to an employee's belief that a policy violation may be occurring.
- J. Room Check** means any instance when an HCC Housing or Security employee enters a student's dorm room solely for the purpose of maintenance or ensuring the health and safety of students. A Room Check includes, but is not limited to, assisting a locked-out student; a routine room check, when an HCC Employee enters a room to conduct a periodic assessment of cleanliness; and a health/safety and wellness check, when an HCC Employee reasonably believes a student is in imminent danger, such as in response to a smoke-detector alarm.



Section 1. GENERAL

- A.** HCC will not discriminate on the basis of race in any aspect of its operations, including when enforcing student discipline codes, conducting security activities (e.g., patrols, room searches), or responding to allegations of discrimination, including harassment.
- B.** When HCC knows or reasonably should know of possible racial harassment, it will take prompt and appropriate steps to investigate or otherwise determine what occurred. If the harassment is objectively offensive and sufficiently serious such that it interferes with or limits a student's ability to participate in or benefit from the services, activities, or opportunities in HCC's education program (i.e., it has created a hostile environment), HCC will take prompt and effective steps reasonably calculated to end the harassment, eliminate the hostile environment, prevent its recurrence, and, as appropriate, remedy its effects.
- C.** HCC will designate and maintain an outside consultant (Consultant) to review and assess all policies, practices, and procedures related to discipline, campus security, housing, and addressing racial harassment. The Consultant will have relevant professional experience consulting with higher-education institutions on implementing clear, consistent, and equitable policies in the areas of student discipline, searches, surveillance, assessing and responding to campus climate issues, and investigating and resolving student Allegations of Discrimination.
 - 1.** Within 14 Days of the Agreement's Effective Date, HCC will provide for the United States' approval the credentials and resume(s) of the person(s) whom it would like to designate and maintain as a Consultant. The United States will respond to HCC's request for approval of the proposed Consultant within 14 Days. The Consultant will be appointed within 14 Days of HCC's receipt of the United States' approval.
 - 2.** HCC may change the Consultant during the term of the Agreement but HCC may not terminate its relationship with the Consultant until a new individual is identified and approved by the United States to replace the Consultant. If HCC wishes to change the Consultant, HCC will provide the United States with an explanation in writing for its decision within 7 Days of making that decision. With its explanation, HCC will provide the United States with the credentials and resume(s) of the person(s) whom HCC proposes to retain as the Consultant instead. The United States will respond to HCC's request(s) for approval within 14 Days.
 - 3.** HCC will retain the Consultant for the term of the Agreement.
 - 4.** HCC will provide the Consultant with sufficient resources and supervisory authority to execute their duties appropriately.
 - 5.** The duties of the Consultant will be as follows:
 - a.** To advise and train HCC Employees who hold leadership or administrator positions on HCC's obligations under the Agreement, including substantive changes to HCC policies, procedures, and practices;
 - b.** To advise and assist HCC in revising the policies and procedures to fulfill the terms of this Agreement;
 - c.** To develop and provide training for HCC students and Employees on the revised policies and procedures, in accordance with the Agreement's terms;
 - d.** To develop, with relevant HCC Employees with supervisory authority, an internal process for documenting and monitoring HCC's implementation of the Agreement; and



- e. To train a replacement for the Consultant's role, if needed.
- D. HCC and the United States will agree on an individual, who has sufficient supervisory authority and access to resources within HCC to direct implementation of this Agreement, to serve as Compliance Coordinator and be principally responsible for coordinating and overseeing compliance with this Agreement.
 - 1. HCC will provide the name and contact information for its proposed Compliance Coordinator within 7 Days of the Agreement's Execution Date.
 - 2. If HCC wishes to change its Compliance Coordinator, HCC will notify the United States of its proposed new Compliance Coordinator. HCC may change Compliance Coordinators only after the United States agrees. Any individual proposed as a new Compliance Coordinator will have access to sufficient resources in HCC and have sufficient supervisory authority to direct implementation of this Agreement.

Section 2. RESPONSES TO ALLEGATIONS OF DISCRIMINATION

- A. Within 7 Days of the Agreement's Execution Date, HCC will designate one administrator to manage HCC's response to Allegations of Discrimination.
 - 1. The administrator will report directly to the President and have the following duties:
 - a. To ensure all Allegations of Discrimination are appropriately received, investigated, resolved, and documented; and
 - b. To provide professional development so all Employees who receive, investigate, resolve, or document Allegations of Discrimination are informed and equipped to fulfill their role effectively and in compliance with HCC's policies and Federal law.
 - 2. The administrator will have experience, or HCC will provide professional development so the administrator is trained, in the following areas:
 - a. Identifying, investigating, and resolving incidents of racial discrimination, including harassment; and
 - b. Cultivating safe and welcoming spaces for students and employees who are underrepresented in HCC's campus community.
- B. HCC will revise the Equity Grievance Policy and all other policies, practices, and procedures related to responses to race-based discrimination, including racial harassment, to achieve the following:
 - 1. To clearly define the role of each staff position authorized to investigate and respond to allegations of race-based discrimination.
 - 2. To clearly define what constitutes race-based discrimination, including racial harassment, and to clarify the distinction between HCC's handling of Allegations of Discrimination based on race and Title IX-related complaints.
 - 3. To expand and improve the ways students may notify HCC of an Allegation of Discrimination by informing an Employee; by submitting an anonymous complaint through HCC's silent witness process; or through an easily accessible online portal designed to receive and track Allegations of Discrimination.
 - 4. To develop and maintain an electronic complaint-management system to track and document the receipt, investigation, and response to all Allegations of Discrimination based on race.
 - 5. To develop clear procedures to timely, appropriately, and effectively investigate and respond to each Allegation of Discrimination consistent with this Agreement and Federal law.



Procedures will include a reasonable timeline for investigation, fair and trauma-informed collection of evidence, clear communication with complainants and respondents on the investigation's status and conclusions, due process for parties and adequate opportunities to participate, documented investigation summaries and findings, and prohibitions against retaliation.

- 6.** To establish oversight procedures that include the designated administrator and the President conducting, at least annually, a review of:
 - a.** The Allegations of Discrimination HCC received that year to assess promising practices;
 - b.** Trends in conduct (e.g., specific groups subjected to harassment, repeat Employees or students alleged to have engaged in harassment, repeat students subjected to harassment, type or location of harassment);
 - c.** The effectiveness and impartiality of investigations or HCC's response;
 - d.** Compliance with HCC policies;
 - e.** The need for additional student support or staff training;
 - f.** Retaliation concerns; and
 - g.** Any accessibility barriers to students, parents, and Employees using the reporting system.
- C.** After revising its policies in accordance with Section 2.B, HCC will submit proposed final policies to the United States for review and approval. HCC will provide its proposed final policies within 180 Days of retaining its Consultant. The United States will have at least 30 days to review and either approve or provide feedback on the proposed final policies. HCC may finalize its policies only after the United States approves them and will implement them for the school semester immediately following the United States' approval.
- D.** Within 14 Days after finalizing its policies, HCC will create and submit to the United States for review and approval a student-facing "Know Your Rights" document that clearly communicates HCC's process for receiving and addressing Allegations of Discrimination, including how and to whom students can report Allegations. The United States will approve or provide feedback on the document within 14 Days. HCC will disseminate the final, approved document to all students at the start of each school year following the United States' approval. If the United States' approval occurs during a fall semester, the College will also disseminate the document at the start of the spring semester immediately following the United States' approval. HCC will disseminate the document by posting the document on its website's main page and student resources page, and by disseminating the document electronically.
- E.** By the end of the 2023-2024 school year, HCC will ensure accessibility of the online complaint portal and/or complaint management system required in the final policies by Section 2.B.
- F.** Until the policies, procedures, and systems outlined in Section 2.B of the Agreement have been implemented, HCC will take the following steps to ensure a prompt and equitable response to Allegations of Discrimination on the basis of race:
 - 1.** HCC will communicate to each Employee who may be tasked with investigating or resolving an Allegation of Discrimination what their role and responsibilities in the Equity Grievance process are and who they may contact with questions.
 - 2.** HCC will ensure each Allegation of Discrimination is assigned an Employee to investigate and address the Allegation within 3 business days of receiving the Allegation.



3. HCC's designated administrator for responding to Allegations of Discrimination, *see* Sec. 2.A, will communicate with Employees tasked with investigating an Allegation to ensure each Allegation is investigated and resolved fairly and promptly.
4. HCC will document each Allegation of Discrimination it receives, including the date of receipt and nature of the Allegation; which Employee is charged with investigating the Allegation; when that Employee was notified; when that Employee concluded their investigation; whether the Allegation was substantiated; and what responsive action, if any, HCC took during the investigation.
5. At the start of each school year until HCC's policies relevant to Section 2.B are finalized, HCC will clearly communicate to all students and Employees what constitutes discrimination, including harassment and retaliation, and how students and Employees may report Allegations of Discrimination.

Section 3. DISCIPLINE

- A. HCC will revise its Discipline Policy and any other policies and procedures related to student discipline to achieve the following objectives:
 1. To ensure HCC's enforcement of the Discipline Policy is non-discriminatory and does not contribute to a hostile environment on campus based on race.
 2. To clearly define each infraction that may result in disciplinary action and the type of disciplinary consequence that will result from that infraction, including:
 - a. Defining infractions related to perceptions of behavior, such as non-compliance, to prohibit only misconduct that causes a significant disruption of teaching or other College activities;
 - b. Defining each level of severity of each infraction using clear, objective, and reasonable criteria;
 - c. Defining as a high-level infraction only misconduct that presents serious violations of criminal law or threatens the health or safety of students, Employees, and/or the campus community;
 - d. Specifying for each infraction, by level of severity, the maximum level of disciplinary consequence that may attach, using a system of graduated consequences and additional appropriate corrective strategies;
 - e. Permitting Exclusionary Discipline to be assigned for only high-level infractions or repeated low-level infractions that escalate in accordance with HCC's policy and Section 3.A.2.f;
 - f. Permitting a student's disciplinary consequence to be escalated due to prior disciplinary infractions by only one level of severity per prior incident(s)¹ within a relevant time frame;² and

¹ An incident counts as a single incident even if the student receives multiple disciplinary infractions during that incident.

² A relevant time frame means "in the past five months" for prior incident(s) resulting in only low-level offenses, which are non-violent infractions that present no threat to campus safety, such as possession/consumption of prohibited items, non-compliance with directions, and noise.



by state law and athletic conference policies binding on HCC; financial assistance to return home; transitioning to online classes).

5. To maintain comprehensive documentation of the Student Conduct Process, including the investigation, hearing, evaluation of evidence, reasoning, findings, and appeals.
 6. To establish a semesterly review by the President of HCC's disciplinary data, documentation, and outcomes to ensure nondiscriminatory and consistent implementation of the Discipline Policy and referrals to law enforcement.
 7. To take corrective action if the President identifies potentially discriminatory or inconsistent implementation.
- B.** After revising its policies in accordance with Section 3.A, HCC will submit proposed final policies to the United States for review and approval. HCC will provide its proposed final policies within 90 Days after retaining a Consultant. The United States will have at least 30 Days to review and either approve or provide feedback on the proposed final policies. HCC may finalize its policies only after the United States approves them and will implement them for the school semester immediately following the United States' approval.
- C.** Within 7 Days after finalizing its policies, HCC will create and submit to the United States for review and approval a student-facing "Know Your Rights" document that clearly communicates information about HCC's student conduct and disciplinary process and student rights throughout the disciplinary process. The United States will approve or provide feedback on the document within 14 Days. HCC will disseminate the final, approved document to all students at the start of each school year after the United States' approval, including by posting the student notice on its website's main page and student resources page, and by disseminating the document electronically. If the United States' approval occurs during a fall semester, the College will also disseminate the document at the start of the spring semester immediately following the United States' approval.
- D.** Until the policies, procedures, and systems outlined in Section 3.A of the Agreement have been implemented, HCC will take the following steps:
1. HCC will impose Exclusionary Discipline on a student only when the student's misconduct presents serious violations of criminal law or serious risk to the health or safety of students, Employees, and/or campus community. Before any imposition of Exclusionary Discipline, the Vice President of Student Services will review each recommendation from the Student Conduct Officer to impose Exclusionary Discipline and will document whether the incident meets this standard.
 2. HCC will provide a minimum of 7 Days for students to comply with Exclusionary Discipline after a determination is made and an appeal is either resolved or not submitted within 5 Days, unless immediate or expedited removal is necessary to prevent or remedy an ongoing or imminent significant danger or harm to the health, education, or safety of students, Employees, and/or the campus community.
 3. HCC will provide students with at least 5 Days of notice for any disciplinary hearing, unless expedited resolution is necessary to address an ongoing or imminent significant danger or harm to the health, education, or safety of students, Employees, and/or the campus community.
 4. HCC will use Maxient to track what consequences it imposes for each disciplinary infraction.



5. When assigning a consequence, HCC will review on Maxient what consequences it previously assigned in the same and prior semester to students with the same infraction and number of prior infractions. HCC will consider its resolution of similar disciplinary incidents and mitigating circumstances, such as a student's admission and cooperation with the disciplinary process, when determining an appropriate consequence to assign. HCC will document an explanation of this consideration in Maxient.
6. If a student requests a copy of the recording an Employee makes of the student's testimony during a disciplinary hearing, HCC will provide the recording in 3 Days.
7. HCC will preserve a student's right to appeal even if the student participates in HCC's informal resolution process or does not attend a disciplinary hearing.

Section 4. SECURITY & HOUSING

A. Policies and Procedures

1. HCC will revise its Security Manual, Housing Handbook, and any related policies and procedures to achieve the following objectives:
 - a. To ensure HCC's enforcement of the Security Manual, Housing Handbook, and related policies and procedures is non-discriminatory and does not contribute to a hostile environment on campus based on race.
 - b. To provide clear, defined processes for under what circumstances and how to conduct a search of a dorm room, vehicle, or a person, and when Security Employees may call law enforcement.
 - c. To set the expectations and rights of Employees and students during interactions with campus security, including adequate notice of Room Checks, whether and when a student may refuse a Room Search, and permitting only non-coercive methods of information-gathering.
 - d. To permit Employees conducting Room Checks to issue student conduct referrals for only those policy violations in plain view of the Employee.
 - e. To specify how safety- and security-related interactions between campus security and students are documented, including the use of verbal warnings given by Employees, and under what circumstances documentation of interactions may result in referral of a student for subsequent discipline.
 - f. To define the housing and campus security leadership structure, including which positions are supervisory and the extent of their authority and responsibilities, and which positions are responsible for ensuring that Employees receive training and enforce relevant policies and procedures in a non-discriminatory manner.
2. After revising its policies in accordance with Section 4.A.1, HCC will submit proposed final policies to the United States for review and approval within 120 Days after retaining a Consultant. The United States will have at least 30 days to review and either approve or provide feedback on the proposed final policies. HCC may finalize its policies only after the United States approves them and will implement them for the school semester immediately following the United States' approval.
3. Within 14 Days after finalizing its policies, HCC will create and submit to the United States for review and approval a student-facing "Know Your Rights" document that clearly communicates



HCC's expectations for how campus security will interact with students, student rights when interacting with campus security, and how to report concerns about interactions with campus security, including Allegations of Discrimination. The United States will approve or provide feedback on the document within 14 Days. HCC will disseminate the final, approved document to all students at the start of each semester promptly following the United States' approval, including by posting the student notice on its website's main page, on its student resources page, and by disseminating it electronically to students and campus security.

B. Staffing

1. While performing their duties on campus, campus security may request assistance from another Employee only if that Employee already met the following requirements:
 - a. HCC informs the Employee they may receive requests to assist with campus security duties;
 - b. The Employee agrees to comply with the policies and procedures governing campus security interactions with students; and
 - c. The Employee is trained on the policies and procedures governing campus security, including the Security Manual, in accordance with Section 6.B.5.

Section 5. CLIMATE, CULTURE, & STUDENT ENGAGEMENT

A. Campus Survey/Climate Assessment

1. HCC will retain a third-party entity to develop and administer an annual campus-wide survey of students to assess the climate and culture of HCC's main campus for students and opportunities for further support to ensure equitable access to HCC's educational programs and activities without regard to race. These surveys will assess the prevalence and effects of racial harassment and other racial discrimination, the inclusiveness and safety of the educational environment, and the effectiveness of the measures taken under this Agreement.
 - a. HCC will submit draft surveys to the United States for review and approval by December 1, 2023. The United States will have 30 Days to review and approve or provide feedback. If the United States proposes any changes, HCC will resubmit the surveys for review and approval by January 21, 2024. HCC may administer the surveys only after the United States has approved of the surveys.
 - b. HCC will administer the student survey beginning the first week of March 2024, and annually the first week of November for each school year thereafter. HCC will ensure the survey is accessible to the widest range of students possible, including but not limited to meeting the following criteria: accessible to students with disabilities and students with limited English proficiency; available online and in paper format, where possible; provide support for students who require assistance to complete the survey; option to complete anonymously; and confidential. HCC will ensure the survey is available for completion for an appropriate amount of time to allow meaningful student participation. HCC will consider strategies that may impact the rate of participation, such as providing incentives.
 - c. HCC will communicate to students its interest in hearing the unique experiences of all students and, to that end, will engage in outreach and engagement designed to encourage underrepresented students, including Black students, to participate in the survey. Nothing in this agreement prevents HCC from also assessing the climate for students of other races.



- d. HCC will evaluate the response rate of Black and other underrepresented students and consider strategies to increase participation in subsequent iterations, as needed, including those related to survey design, survey administration, and outreach and engagement.
 - e. HCC will analyze the results of the surveys and incorporate the findings into the college's Campus Culture and Climate Improvement Plan, described in Section 5.C.1, and in the annual assessments of campus culture, described in Section 5.C.2.c. The findings will include an analysis of students' experiences, by race and race in combination with other demographic categories, to show how and to what extent students' campus experiences may differ among various populations of students.
 - f. The Parties acknowledge that if the survey is conducted and/or facilitated by a third party, HCC cannot control their performance timelines. HCC agrees to communicate the expected timeline to the third party with sufficient advance notice so that the third party may reasonably comply with the expected timeline.
- 2. In April of each year of the Agreement, HCC will convene student focus groups to increase understanding of students' experience on campus, including students' experience with campus climate, housing, campus security, and student discipline.
 - a. For the 2023-2024 school year, HCC will retain a third-party entity to conduct the focus groups. HCC will submit their proposed third-party entity to the United States for review and approval by January 15, 2024. The United States will have 30 Days to review and approve or provide feedback. HCC may retain the third-party entity only after the United States has approved the entity.
 - b. For each subsequent school year, HCC may retain a third-party entity to conduct the focus groups or train Employees to conduct the focus groups.
 - i. If HCC elects to use a third-party entity, HCC will submit their proposed third-party entity to the United States for review and approval by January 15 of that school year. The United States will have 30 Days to review and approve or provide feedback. HCC may retain the third-party entity only after the United States approves the entity.
 - ii. If HCC elects to use Employees to facilitate focus groups, HCC will submit their proposed Employees to the United States for review and approval by January 15 of that school year. HCC's submission will include each proposed Employee's resume and a description of all relevant professional development and experience the Employee has in conducting focus groups. The United States will have 30 Days to review and approve or provide feedback. HCC may use the Employees only after the United States approves them.
 - iii. HCC will communicate to students its interest in hearing the unique experiences of all students and, to that end, will engage in outreach and engagement designed to encourage underrepresented students, including Black students, to participate in focus groups.
 - c. HCC will analyze the results of the focus groups and incorporate the findings into the college's Campus Culture and Climate Improvement Plan, described in Section 5.C.1, and in the annual assessments of campus culture, described in Section 5.C.2.c. The findings will include an analysis of students' experiences, by race, to show how and to what extent students' campus experiences may differ among demographic groups.



- B.** During the 2023-2024 school year, HCC will implement and publicize campus improvements to create social and recreational opportunities and systems of support for Black students and other students who are underrepresented on campus.
- C.** HCC will create and implement a three-year plan to improve campus culture and climate (Campus Culture and Climate Improvement Plan).
 - 1.** HCC will draft a Campus Culture and Climate Improvement Plan by June 15, 2024, and submit the plan to the United States for review and approval. The United States will have 30 Days to review and provide feedback or approve the plan.
 - 2.** The plan will include the following:
 - a.** An assessment, based on information from the climate survey, focus groups, general or estimated participation rates in social and recreational opportunities, and Allegations of Discrimination, of the campus climate during the 2023-2024 school year and the impact of that climate on students and the overall campus environment.
 - b.** Proposed remedies HCC will implement to further the following goals, including the expected process, resources, and timeline for implementing each remedy:
 - i.** Using evidence-based solutions where available, address each identified area for improvement in HCC’s climate and culture for students based on its assessment and the United States’ feedback;
 - ii.** Provide responsive professional development to Employees designed to improve interactions with students and reduce opportunities for bias; and
 - iii.** Consider ways to increase representation of underrepresented students and staff in College programs, initiatives, and activities.
 - c.** Annual assessments of campus culture based on each year’s climate survey, focus groups, and Allegations of Discrimination. The assessment will address the following areas and be provided to HCC’s Board of Trustees at the end of each school year:
 - i.** A summary of HCC’s racial climate that year, taking into consideration potential trends across the two semesters, how experiences may differ across semesters, and how experiences may differ for students in their first or second year at HCC;
 - ii.** Areas of strength and areas for improvement based on all of the collected information, including the efficacy of steps HCC has taken; and
 - iii.** Whether, and if so, what resources or supports would address areas identified for improvement.
 - 3.** Once approved by the United States, HCC will provide the United States a copy, disseminate the Plan on its website, and timely implement the plan.

Section 6. TRAINING & PROFESSIONAL DEVELOPMENT

- A.** HCC will implement professional development for all Employees so they are informed of the following during the Fall 2023 semester and before the start of each school year afterwards:
 - 1.** The College’s current policy on how to respond to Allegations of Discrimination. It will address the following topics:
 - a.** How to respond to an Allegation of Discrimination, including what constitutes an Allegation, to whom an Employee should report an Allegation, and how Employees and students may submit Allegations of Discrimination using the online portal;



- c. Non-discrimination, with special attention to implicit bias and the negative impacts of unnecessary interactions with the criminal justice system.
- 5. Before the start of the first semester in which the final policies to fulfill Section 4 of this Agreement are in place, HCC will provide training on security and housing policies and procedures for all Employees who may participate in a Room Search. The training will include modules on:
 - a. Policies and procedures developed to fulfill the requirements of Section 4 of this Agreement;
 - b. Interacting with students perceived as disruptive or insubordinate, including effective de-escalation techniques, how to distinguish between disfavored behavior and behavior that warrants a disciplinary referral, and alternative options to addressing student conduct that do not result in a disciplinary referral; and
 - c. An interactive training on room, vehicle, and body search procedures.
- C. HCC will work with the Consultant to develop onboarding procedures for any individual newly hired or retained into roles that are related to student discipline, campus security, and HCC’s response to allegations of race-based discrimination.
 - 1. Onboarding related to the Equity Grievance process will include the modules outlined in Sections 6.B.3.
 - 2. Onboarding related to student discipline policies and procedures will include training on the modules outlined in Sections 6.B.4.
 - 3. Onboarding related to HCC’s security policies and procedures will include the following:
 - a. Training on the modules outlined in Sections 6.B.5; and
 - b. Daily review for at least three weeks by the newly hired individual’s supervisor of the individual’s interactions with students, compliance with HCC policies and practices; and documentation of their activities. As part of that review, the supervisor will provide at least weekly feedback on how to fulfill their duties in accordance with HCC’s policies and practices and this Agreement.

Section 7. MONITORING & REPORTING

- A. For the duration of this Agreement, HCC will submit an annual report to the United States by July 1 each year. The annual report will be in electronic format and will contain the information in Appendix A, for the preceding school year, with the first report due July 1, 2024.

Section 8. ENFORCEMENT

- A. For the duration of this Agreement, HCC will preserve and maintain all hard copy and electronically stored Documents pertinent to its compliance with this Agreement. HCC will produce within 45 Days all documents and information requested by the United States in connection with the implementation of this Agreement.



- B.** HCC or the United States may request reasonable extensions to any deadline required in the Agreement. Upon receiving a request, the Parties will work together in good faith to negotiate an extended deadline. Extensions beyond one semester are not reasonable unless good cause exists.³
- C.** The United States, through its representatives and any consultant or expert it may retain, has the right to: conduct site visits; interview staff and students; observe trainings, workshops, and student focus groups; review and inspect the Maxient reporting system or any other reporting system; and request additional information or data as necessary for the United States to determine whether HCC has fulfilled the terms of this Agreement. Consistent with Federal law and applicable rules of professional conduct, the United States may speak directly, without HCC's counsel, with HCC's Consultant and Employees who are not administrators and have concerns or information to share with the United States regarding HCC's obligations under this Agreement and Federal law. HCC will not retaliate against staff, parents, or students who participate in the United States' investigation, monitoring, and enforcement of this Agreement.
- D.** The United States will inform HCC of any concerns regarding HCC's compliance with this Agreement or relevant Federal law. The Parties will act in good faith to resolve any issues or concerns. HCC understands and acknowledges that, in the event of a material breach of this Agreement that cannot be resolved through good faith negotiations, the United States may initiate judicial proceedings to enforce this Agreement.
- E.** This Agreement does not relieve HCC from its other obligations under other Federal laws. The United States retains the right to investigate and, where appropriate, initiate enforcement proceedings concerning any other alleged violations of Federal law by HCC.

Section 9. TERM & TERMINATION

- A.** This Agreement will remain in effect until the United States determines that HCC has complied fully with its provisions and its obligations. The Parties anticipate that HCC will achieve compliance three years following HCC's implementation of the policies required by Sections 2, 3, and 4 of the Agreement and development of its Campus Culture and Climate Improvement Plan. HCC will notify the United States when it has implemented all of the required policies and developed its Plan, at which point the United States has 90 Days to either confirm or notify HCC of any objection it has to beginning three years of monitoring.
- B.** The United States will have 90 Days after receiving HCC's annual report covering the third year of monitoring to notify HCC of any compliance-based objection. HCC will make a good faith effort to address those objections within a reasonable period of time and will negotiate modifications of the Agreement to address objections that cannot be resolved within 60 days.
- C.** At any point during the term of this Agreement, the Parties may, upon mutual written agreement, extend or amend this Agreement.

³ Good cause includes the vacancy for more than two months of the Consultant, Compliance Coordinator, and/or designated Administrator responsible for managing HCC's responses to Allegations of Discrimination, despite HCC's good-faith efforts to fill the role with a qualified applicant. In the event of employee departure or turnover in one of these roles, the Parties will negotiate in good faith deadline extensions that give HCC adequate time to hire and onboard a replacement while giving the United States adequate time to monitor the implementation and effects of the remedies in this Agreement.



- D.** This Agreement constitutes the entire agreement by the Parties. No financial consideration was exchanged as part of this Agreement. No statement, promise, or agreement that is not contained in this Agreement, whether written or oral, made by any Party or agents of any Party, will be enforceable on the matters raised in this Agreement.
- E.** This Agreement is final and binding on HCC, including its administrators, representatives, successors in interest, and legal representatives.
- F.** This Agreement is final and binding on the United States by the approval of the Assistant Attorney General and signature of its legal representatives.
- G.** The Parties agree that this Agreement's terms will exist in addition to or alongside existing state-law requirements. Any change in state law will not affect HCC's obligations under this Agreement unless the Parties mutually agree to and execute an amendment to this Agreement.
- H.** If any part of this Agreement is for any reason held to be invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of any other part of the Agreement. HCC and United States will meet within 15 days of actual notice of such decision to negotiate in good faith whether the Agreement should be revised or supplemented in response to the court's decision.
- I.** The undersigned representatives of the Parties certify that they are authorized to enter into and consent to the terms and conditions of this Agreement and to execute and legally bind the Parties to it.
- J.** The effective date of this agreement is the date of the last signature below.



SIGNATURES OF PARTIES TO THE AGREEMENT

For Highland Community College Board of Trustees:

TOM SMITH, Chairperson
Highland Community College
606 West Main
Highland, KS 66035

For the United States:

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United States Attorney
U.S. Attorney’s Office, District of Kansas

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Date: August 28, 2023

Attorneys for the United States



APPENDIX A. Annual Reporting Obligations

A. General Information	The number of students enrolled in HCC, disaggregated by: (a) grade level, (b) race, and (c) campus.
	The name and title of each Employee designated to investigate or adjudicate Allegations of Discrimination.
	Copies of all updated policies and procedures, including HCC’s Student Handbook, Security Manual, Housing Manual, and the Equity Grievance Policy.
B. Complaints of Discrimination	A Microsoft Excel spreadsheet in native electronic format with the following information for each Allegation of Discrimination received: <ul style="list-style-type: none"> (a) Description of Allegation, including date of receipt; (b) method of receipt (e.g., online portal, silent witness, or Employee) and, if applicable, name and title of receiving Employee; (c) Name and title of Employee assigned to investigate; (d) Investigation outcome, including date of outcome; and (e) Any responsive actions HCC took to address the Allegation.
	For each complaint, the original Allegation, the investigator’s analysis and determination, and all supporting documentation for responsive actions.
C. Discipline	A Microsoft Excel spreadsheet in native electronic format with the following information for each disciplinary referral issued: <ul style="list-style-type: none"> (a) Student’s ID number, race/ethnicity, and year in school; (b) Incident type (infraction), date, and referring employee; (c) Description of incident, including if law enforcement was called; (d) Disciplinary outcome and date outcome was assigned; (e) Whether outcome was appealed; if so, date appeal was filed; (f) Appeal outcome and date of appeal outcome; and (g) If the disciplinary outcome was a form of Exclusionary Discipline, the date by which student had to exit campus housing.
	All Documents related to a student’s appeal, including the notice of appeal, underlying disciplinary documents, the student’s appeal, and HCC’s determination of the appeal.
	All Documents supporting HCC’s decision to expedite a student’s removal from housing or campus.
	A description of HCC’s semesterly reviews and any corrective actions taken in accordance with Sections 3.A.6 and 3.A.7, and all Documents describing HCC’s analysis, observations, conclusions, and actions taken.
D. Housing & Security	A Microsoft Excel spreadsheet in native electronic format with the following information for each verbal warning issued: <ul style="list-style-type: none"> (a) Student’s ID number, race/ethnicity, and year in school; (b) Incident type (infraction) and date of incident; and (c) Description of incident.
	A Document that identifies for each dormitory the date(s) on which HCC Employees conducted routine room checks.



E. School Climate	A copy of HCC’s annual climate assessment required by Section 5.A.1.
	A detailed description of all efforts HCC took to implement the Campus Culture & Climate Improvement Plan.
	A Microsoft Excel spreadsheet in native electronic format reflecting all responses received from that year’s climate surveys.
	For each focus group conducted, per Section 5.A.2, the following information: (a) Name and title of the focus group facilitator; (b) Number of participants in each focus group, disaggregated by race and year in school, with a description of how that group’s participants were selected; (c) Questions used in the focus group session; and (d) All Documents reflecting responses from the focus group, as well as HCC’s analysis, observations, and conclusions from the focus group session.
F. Professional Development	A list of all Employees hired or retained into roles that are related to student discipline, conducting security activities, or responding to allegations of race-based discrimination, including the following information: (a) The role the Employee was hired/retained into and date of hiring/retention; (b) The Employee’s resume; and (c) The date and facilitator of the Employee’s onboarding training.
	A copy of all Documents used to conduct onboarding training for each Employee listed in Section 6.C.
	A calendar of professional development opportunities HCC intends to provide in the upcoming school year to fulfill any terms of this Agreement, noting the specific provision of the Agreement to which the training relates, the target audience, the learning objectives of the training, and how the effectiveness of the training will be assessed.
G. July 2024 Report Only	All Documents used to conduct trainings in accordance with Section 6.B.
	A list of all Employees who took each training required by Section 6.B.
	A signed certification by an HCC Employee with personal knowledge that all Employees who fulfill duties related to student discipline, conducting security activities, or responding to allegations of race-based discrimination, completed all trainings required by Section 6.B that are relevant to their responsibilities.