

**RESOLUTION AGREEMENT  
BLUEFIELD STATE UNIVERSITY  
OCR DOCKET #03222153**

The U.S. Department Education, Office for Civil Rights (OCR), enters into this Resolution Agreement (Agreement) with Bluefield State University (the University), to resolve the above-referenced complaint.

Prior to the completion of OCR's investigation, the University agreed to resolve this complaint pursuant to Section 302 of OCR's Case Processing Manual. The University assures OCR that it will take the following actions to continue to comply with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulation at 34 C.F.R. Part 100, which prohibit discrimination on the basis of race, color, or national origin by recipients of Federal financial assistance.

The University agrees to take the following actions:

**Action Step 1**

The University acknowledges its responsibility under Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulation at 34 C.F.R. Part 100, which prohibit discrimination on the basis of race, color, or national origin by recipients of Federal financial assistance.

Within 15 days of signing this Agreement, the University will distribute a memorandum to all of its Office of Housing and Residence Life staff, University counsel, its President and its staff involved with student housing reminding them of their obligation to comply with the above referenced requirements, including the obligation not to discriminate against individuals on the basis of race, color, or national origin.

**Reporting Requirement:**

Within 30 days of signing this Agreement, the University will submit to OCR a copy of the memorandum distributed, a written explanation of how the memorandum was distributed, and a list of the name/title of each person receiving the memorandum.

**Action Step 2**

Within 15 days of signing this Agreement, the University will contact the Complainant via email and send a letter by USPS mail notifying him that because of the cessation of operations of the Collegiate Housing Corporation of Bluefield ("Collegiate Housing Corporation"), an independent Section 501(c)(3) corporation separate and distinct from the University, a state governmental entity of the State of West Virginia, and the University's desire to ensure that Complainant, its former student, is reimbursed for certain monies paid by him to Collegiate Housing Corporation, which defunct corporation determined to refuse to reimburse

Complainant, the University will ensure that the Complainant is reimbursed for the monies he paid to Collegiate Housing Corporation, despite the University's position that it had no role in such decision(s) of the Collegiate Housing Corporation. The University will therefore forward to Complainant the amount of monies subtracted from his student loans to pay for the housing costs for the [redacted content] semester. The Complainant shall be notified that he has 30 days from the date of the University's offer letter/email to accept the offer for reimbursement.

**Reporting Requirement:**

Within 60 days of signing this Agreement, the University will provide OCR with copies of the email and the letter sent by USPS mail to the Complainant as set forth in Action Step 2, as well as any response received from the Complainant.

The University understands that by signing the resolution agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the resolution agreement. Further, the University understands that during the monitoring of the resolution 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 the resolution agreement and is in compliance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulation at 34 C.F.R. Part 100 that were at issue in this case.

The University understands that OCR will not close the monitoring of this Agreement until OCR has determined that the University has demonstrated compliance with all the terms of this Agreement and is in compliance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulation at 34 C.F.R. Part 100, which were at issue in this complaint.

The University understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings to enforce the specific terms of the resolution agreement and the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the University written notice of the alleged breach and 60 calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signatures of the representatives of the University as noted below.

/s/ \_\_\_\_\_  
President or Designee  
Bluefield State University

4/9/2024  
Date