

RESOLUTION AGREEMENT

New Jersey City University Case No. 02-17-2244

In order to resolve Case No. 02-17-2244, the New Jersey City University (the University) assures the U.S. Department of Education, Office for Civil Rights (OCR), that it will take the actions detailed below pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504) and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (the ADA), and its implementing regulation at 28 C.F.R. Part 35.

Action Item 1: Remedies for the Student

By January 31, 2018, the University will send a letter to the Student advising her that the University will reimburse her for expenses that she incurred that were directly related to her participation on the xxxxxx team (i.e., uniforms, equipment and supplies) after she was reinstated in xxxxxx 2017. The letter will include a list of each item the Student paid for and the cost. The letter should state that if the Student disagrees with the itemization and the cost, she may explain why and provide documentation such as receipts, credit card statements, etc. within 30 days from the date of the letter. The University will consider the Student's information and adjust the reimbursement, if warranted. If the Student provides no documentation, the University should provide payment representing the documented expenditures within 60 days of the date of the letter to the Student. The reimbursement will not apply to the costs associated with her academics and overall enrollment as a student at the University.

Reporting Requirement:

- a) By February 28, 2018, the University will submit to OCR documentation demonstrating that the University sent a letter to the Student offering her reimbursement for expenses that she incurred that were directly related to her participation on the xxxxxx team after she was reinstated in xxxxxx 2017; and, the Student's response, if any.
- b) By March 30, 2018, the University will submit to OCR documentation demonstrating reimbursement of expenses directly related to the Student's participation on the xxxxxx team after she was reinstated in xxxxxx 2017.

Action Item 2: Review of the Actions of the Athletic Director

By February 9, 2018, the University shall convene a committee to review the events and circumstances related to the dismissal of the Student from the xxxxxx team on xxxxxx, 2017, and take such actions as may be appropriate and warranted based upon the review, including disciplinary action. The University shall issue a written report to OCR concerning the review and findings and any actions deemed appropriate and warranted to address report findings.

Reporting Requirements:

- a) By February 23, 2018, the University will provide a report to OCR concerning its review conducted consistent with Action Item 2, including a description of the process for the review, the information considered, and an explanation for the determination made. The University will identify by name and title personnel involved in the review and issuance of the report.
- b) By March 23, 2018, the University will provide documentation to OCR demonstrating that it has taken appropriate action, including any disciplinary action, based upon its review and findings.

Action Item 3: Training

By February 23, 2018, the University will provide training to the Athletic Director (and any other athletics department or University administrators deemed appropriate) regarding the prohibition of retaliation against individuals for engaging in a protected activity under the laws that OCR enforces.¹

Reporting Requirement: By March 23, 2018, the University will provide to OCR: (1) the training materials; (2) a list of the names and titles of University employees and administrators who participated in the training session; and, (3) the name and title of the trainer, along with a description of the trainer's background and qualifications to conduct the training.

The University understands that by signing this Agreement, it agrees to provide the foregoing 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 staff and students, 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 Section 504 and its implementing regulation at 34 C.F.R. § 104.61, and the ADA and its implementing regulation at 28 C.F.R. § 35.134. Upon completion of the obligations under this Agreement, OCR shall 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 shall give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the University's representative below.

¹ A protected activity involves making a complaint, testifying, assisting or participating in any manner in an investigation, proceeding or hearing under the regulations enforced by OCR or similar activities, such as advocating for rights guaranteed by these regulations.

1/9/2018

Date

/s/

Sue Henderson, Ph.D.
President
New Jersey City University