

RESOLUTION AGREEMENT

Glassboro School District Case No. 02-18-1258

In order to resolve Case No. 02-18-1258, Glassboro School District (the District) 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 Title IX of the Education Amendments of 1972 (Title IX), as amended, 20 U.S.C. § 1681 et seq., and its implementing regulation at 34 C.F.R. Part 106.

The District assures OCR that for as long as the Student is enrolled, the District will not deny or limit the Student's participation in any District program or activity because of the bus incident that occurred in 2011 when the Student was in XXXXXXXXXXXXXXXX; including but not limited to, classroom assignments, academics, extracurricular activities, sports or transportation services.

Action Items:

- A. By October 31, 2018, the District will notify all transportation staff; and, all administrators, instructional staff, and administrative staff at the XXXXXXXXXXXXXXXXXXXXXXXX School that the District will not deny or limit the Student's participation in any District program or activity because of the bus incident that occurred in 2011 when the Student was in XXXXXXXXXXXXXXXX; including but not limited to, classroom assignments, academics, extracurricular activities, sports or transportation services. This notification will provide examples of limitations that may not be imposed based on the bus incident that occurred in 2011 when the Student was in XXXXXXXXXXXXXXXX; such as requiring the Student to change classroom assignments because of the presence of any specific students in the same classroom, requiring the Student to ride a different bus because of the presence of any specific students on a bus, etc.

- B. The District agrees that for so long as the Student is enrolled in the District, should any District staff, including transportation staff, deny or limit the Student's participation in any District program and/or activity in which the Student participates, the District will provide the complainant with written notice of (1) the date that the denial or limitation occurred; (2) a statement explaining why the Student was denied or limited in participation in the District program or activity; (3) the name and title of the District staff member(s) responsible for making the decision to deny or limit the Student's participation; and, (4) the name and title of the District staff member(s) whom the complainant may contact regarding any questions and/or concerns regarding the denial or limitation. The District agrees that at the complainant's request, the District will immediately investigate the denial or limitation of the Student's participation in a District program and/or activity, to ensure that the staff responsible have not denied or limited the Student's participation because of the bus incident that occurred in 2011 when the Student was in XXXXXXXXXXXXXXXX; and, report to the complainant the results

and any actions taken as a result of the investigation within five work days of the complainant’s initial request for an investigation.

Reporting Requirements:

- 1) By November 15, 2018, the District will submit to OCR documentation indicating that it notified all transportation staff; and, all administrators, instructional staff, and administrative staff at the XXXXXXXXXXX XXXXXXXXXXXXXXX School that the District will not deny or limit the Student’s participation in any District program or activity because of the bus incident that occurred in 2011 when the Student was in XXXXXXXXXXXXXXXXXXXX, consistent with Action Item A.
- 2) Should any District staff, including transportation staff, deny or limit the Student’s participation in any District program and/or activity, during school years 2018-2019, 2019-2020, or 2020-2021, then within 30 days of the denial or limitation, the District will provide documentation to OCR demonstrating that it notified the complainant, in writing, of the denial or limitation and responded to any request the complainant made for an investigation, consistent with Action Item B.

The District 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 this Agreement. Further, the District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement. Upon the District’s satisfaction of the commitments made under this Agreement, OCR will close this case.

The District 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 District 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 District’s representative below.

10/4/18
Date

/s/
Mark Silverstein, Superintendent
(or designee)
Glassboro School District