

Resolution Agreement
Delaware Valley School District
OCR Case No. 03141056

In order to resolve the allegations raised in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), under Title IX of the Education Amendments of 1972 (Title IX), the Delaware Valley School District (District), enters into this Resolution Agreement (Agreement). The District agrees to implement this Resolution Agreement (“Agreement”), which includes District-wide measures.

DEFINITIONS

For specific purposes of this Agreement, the following definitions apply:

- A. “Gender-based discrimination” is a form of sex discrimination, and refers to differential treatment or harassment of a student based on the student’s sex, including gender identity, gender expression, and nonconformity with gender stereotypes, that results in the denial or limitation of education services, benefits, or opportunities. Conduct may constitute gender-based discrimination regardless of the actual or perceived sex, gender identity, or sexual orientation of the persons experiencing or engaging in the conduct.
- B. “Sex assigned at birth” and “assigned sex” refer to the gender designation listed on one’s original birth certificate.
- C. “Gender expression” refers to external cues that one uses to represent or communicate one’s gender to others, such as behavior, clothing, hairstyles, activities, voice, mannerisms, or body characteristics.
- D. “Gender identity” refers to one’s internal sense of gender, which may be different from one’s assigned sex, and which is consistently and uniformly asserted most or all of the time, or for which there is other evidence that the gender identity is sincerely held as part of the student’s core identity.
- E. “Transgender” describes an individual whose gender identity is different from the individual’s assigned sex. “Transgender boy” and “transgender male” refer to an individual assigned the female sex at birth who has a male gender identity. . “Transgender girl” and “transgender female” refer to an individual assigned the male sex at birth who has a female gender identity. An individual can express or assert a transgender gender identity in a variety of ways, which may but do not always include specific medical treatments or procedures. Medical treatments or procedures are not considered a prerequisite for one’s recognition as transgender. For purposes of this Agreement, a “transgender student” is a student who consistently and uniformly asserts a gender identity different from the student’s assigned sex most or all of the time, or for which there is documented medical

evidence that the gender identity is sincerely held as part of the student's core identity.

- F. "Gender transition" refers to the experience by which a transgender person goes from living and identifying as one's assigned sex to living and identifying as the sex consistent with one's gender identity. A gender transition often includes a "social transition," during which an individual begins to live and identify as the sex consistent with the individual's gender identity, with or without certain medical treatments or procedures.
- G. "Gender stereotypes" refers to stereotypical notions of masculinity and femininity, including expectations of how boys or girls represent or communicate one's gender to others, such as behavior, clothing, hairstyles, activities, voice, mannerisms, or body characteristics.
- H. "Gender nonconformity" refers to one's gender expression, gender characteristics, or gender identity that does not conform to gender stereotypes.
- I. "Sex-specific facilities" refers to facilities and accommodations used by students at school or during school-sponsored activities and trips, and include, but are not limited to, restrooms, locker rooms, and overnight facilities.
- J. "Parent" means a student's parent(s) or legal guardian(s).

TERMS OF THE AGREEMENT

I. Expert Consultant

- A. No later than ninety (90) calendar days after execution of this Agreement, the District will engage one or more third-party consultants (Consultant) with expertise in child and adolescent gender identity, including discrimination against transgender and gender nonconforming youth, to support and assist the District in implementing this Agreement.
- B. The consultant(s) will be agreed upon by both the District and the OCR.
- C. The District will promptly notify the OCR if it intends to retain additional or alternative consultants during the term of this Agreement for purposes of implementing this Agreement.
- D. The District will be responsible for all costs, if any, associated with the retention of expert consultants.
- E. Reporting Requirements:
 - 1. By December 31, 2015, the District will provide the name of the consultant the District wishes to retain for OCR approval.

2. Concurrently, the District will provide documentation of the Consultant's qualifications, experience and background, as well as a description of the areas to be reviewed and addressed by the Consultant.
3. Within five (5) days of receiving OCR approval, the District will provide verification to OCR that it has retained the Consultant(s).

II. District-wide Measures

A. Policies and Procedures

1. No later than March 31, 2016, the District, in consultation with its consultant(s) and following approval by the OCR, will revise all of its policies, procedures, regulations, and related documents and materials (e.g., complaint forms, handbooks, notices to students and parents, website information) related to discrimination (including harassment) to:
 - a. specifically include gender-based discrimination as a form of discrimination based on sex, and
 - b. state that gender-based discrimination includes discrimination based on a student's gender identity, gender expression, gender transition, transgender status, or gender nonconformity.
2. No later than March 31, 2016, the District, with the assistance of the consultant(s) and following approval by the OCR, will ensure that its policies, procedures, and regulations applicable to or governing student participation in all programs and activities offered by the District provide all students, including transgender students and other students who do not conform to sex stereotypes, equal access to all such programs and activities in a manner that does not discriminate based on sex. The District will:
 - a. identify all existing policies and regulations applicable to or governing students' access to and participation in programs and activities offered by the District, and revise those policies and regulations as necessary to ensure that all students, including gender nonconforming and transgender students, are provided with equal access to all such programs and activities;
 - b. modify current policies or develop a comprehensive policy ("Gender-Based Discrimination Policy") to ensure that all students, including transgender students, have an equal opportunity to participate in all education programs and activities offered by the District.
3. If the District is notified by a student, parent, or representative that the student is undertaking, planning to undergo, or has completed a gender transition, the District will promptly inform the notifying individual and the student of their right to request a support team, which will consist of the building principal or assistant principal, a member of the guidance counselor office, a nurse and a psychologist, to ensure that

the student has equal access and opportunity to participate fully in the District's programs and activities.

B. Reporting Requirements:

1. By February 15, 2016, the District will provide OCR with a draft of the policies, procedures and regulations revised or modified in accordance with Sections II.A.1 and Section II.A.2 above for review and approval.
2. Within thirty (30) days of OCR approval, the District will provide verification that it has adopted the revised policies, procedures and regulations.

III. Training

- A. Starting with the 2015-2016 school year, and annually thereafter, for the 2016-17, and 2017-18, school years, the District, in consultation with its consultant(s) and OCR, will provide training to all District school administrators who interact with students, regarding the District's obligations under federal law to prevent and address gender-based discrimination; implementation of the policies, procedures, and regulations adopted under this Agreement; and best practices for creating a nondiscriminatory school environment for students, including transgender students. The initial training will be conducted no later than March 31, 2016. Site administrators will, throughout the school year, integrate this information into existing trainings, meetings, and other appropriate opportunities to reinforce the protections of federal law to prevent gender-based discrimination. No later than March 31, 2016, and by November 1 of each school year thereafter, the District will submit a plan for OCR's review and approval, indicating how it intends to provide this information to faculty and staff.
- B. Consistent with the policies and procedures adopted in this Agreement, the District, in consultation with its consultant(s), will in its bullying prevention and sexual harassment programs, provide age-appropriate instruction to all students on gender-based discrimination and will provide examples of prohibited conduct, including harassment, in various school-related contexts, including the types of conduct prohibited in sex-specific facilities and elsewhere at school.

C. Reporting Requirements:

1. By February 15, 2016, the District will submit a draft plan for implementation of the training in developed in accordance with Section III, A-B above, for OCR review and approval, including the training date(s), the name and description of relevant expertise of each presenter and a description of the training content.
2. For the term of this Agreement, the District will provide OCR with documentation of the implementation of the staff training within thirty (30) days of the end of each semester.

The documentation will include, at a minimum, the date of the training(s), a copy of the materials provided to staff and a list of training participants.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled its terms and is in compliance with the regulation implementing Title IX, at 34 C.F.R. §106.31, which was at issue in this case.

The District further 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 and is in compliance with the regulation implementing Title IX, at 34 C.F.R. §106.31, which was at issue in this case. By signing this Agreement, the District agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement.

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 shall give the District written notice of the alleged breach and 60 calendar days to cure the alleged breach.

/s/

John Bell, Superintendent

10/22/15

Date