

**Rivertown School of Beauty
Resolution Agreement
Complaint #04-15-2363**

The U.S. Department of Education, Office for Civil Rights (OCR), has completed its investigation of the Rivertown School of Beauty (School) pursuant to Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C §1681 *et seq.* and its implementing regulation, 34 C.F.R. Part 106. To ensure compliance with Title IX and its implementing regulations and to resolve the issues of this investigation, the School agrees to take the following actions.

Policies and Practices

1. **Effective immediately**, the School a) will rescind its “Pregnancy and Child Birth Policy” and remove the Policy from its handbook and any other materials in which it is located; b) will provide students and applicants for admission notice of the rescission of the Policy through email, posting of a notice on its website and all other means through which it makes mass communications to students; and c) will cease: i) requiring pregnant students to withdraw from the program when they reach the seventh month of pregnancy; ii) excluding students from the Esthetic Program because they are pregnant; iii) requiring pregnant students to schedule medical appointments on specified days or at specified times of the day; iv) requiring pregnant students to provide notice of their due date to staff; and v) requiring pregnant students to submit a medical release to continue participation in the program when they submitted medical excuses for absences. .

Reporting Requirement:

By December 15, 2018, the School will provide OCR evidence demonstrating that the Policy has been rescinded and removed from the student handbook and other School materials, including a copy of the revised, current policies and a link to the location on the School’s website where the policies are posted.

2. **Effective immediately**, the School will not require medical certification of a pregnant student’s physical or emotional ability to continue participating in a program at the School, unless such certification is required for all students for other physical or emotional conditions requiring the attention of a physician.

Reporting Requirement:

By December 15, 2018, the School will provide OCR evidence demonstrating that it has complied with this Item of the Agreement, including a copy of its current policy or documents that show the School’s practice regarding when students must provide medical documentation to continue taking School courses or continue in the School’s program.

3. **Effective immediately**, the School will modify its leave, absence and other policies and practices as necessary to treat pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom as a justification for a leave of absence for so long a period of time as is deemed medically necessary by the student's physician, at the conclusion of which the student shall be reinstated to the status which she held when the leave began.

Reporting Requirement:

By December 1, 2018, the School will provide OCR evidence demonstrating that it has complied with this Item of the Agreement, including a list of all students who needed a leave of absence because of pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom from January 2018 to present, b) the dates of each student's leave of absence, and whether the student returned to the School following the leave of absence and if so, the date that the student returned.

Training:

4. **By December 15, 2018**, the School will hold training for all School staff and instructors regarding the Title IX prohibition of discrimination on the basis of pregnancy.

Reporting Requirement:

By December 31, 2018, the School will provide OCR with documentation showing that it has provided training in accordance with Item #4 above. The documentation will include the date of the training, a copy of the agenda, a copy of handouts or any PowerPoint materials used, the name and qualifications with respect to knowledge of Title IX of the individual providing the training, and the names and titles of the individuals who attended the training.

The School 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 School understands that during the monitoring of this Agreement, if necessary, OCR may visit the School, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the School has fulfilled the terms of this Agreement and is in compliance with Title IX and its implementing regulation 34 C.F.R. 106.40. The School understands that OCR will not close the monitoring of this Agreement until OCR determines that the School has fulfilled the terms of this Agreement.

The School 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 School 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 School Director or his/her designee below.

School Director
or designee

Date