

AGREEMENT TO RESOLVE

Between Township High School District 211 and
the U.S. Department of Education, Office for Civil Rights
OCR Case # 05-14-1055

In order to resolve the issues 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), Township High School District 211 (District), without admitting any violation of federal law or regulations, agrees to take the actions outlined in this Resolution Agreement.

TERMS OF THE AGREEMENT

I. EXPERT CONSULTANT

- A. No later than thirty (30) calendar days after execution of this Agreement, the District will engage one or more third-party consultants with expertise in child and adolescent gender identity, including transgender and gender nonconforming youth, to support and assist the District in implementing this Agreement. The District may propose as its consultant a current employee of the District, if it currently employs an individual with the required expertise and experience.
- B. The consultant(s) will be agreed upon by both the District and OCR.

Reporting Requirement: Within 30 calendar days of the execution of this Agreement, the District will provide OCR with a written summary of the expert consultant it proposes to engage, including that individual's application and resume and/or documentation concerning the individual's previous position(s), employer(s) or professional affiliation(s).

Within 30 calendar days of OCR's approval of the nominee, the District will provide OCR with written documentation that it has engaged the expert consultant.

- C. The District will promptly notify 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.

Reporting Requirement: Within 30 days of any determination to retain additional or alternative consultants, the District will provide OCR with a written summary of the expert consultant it proposes to engage, including that individual's application and resume and/or documentation concerning the individual's previous position(s), employer(s) or professional affiliation(s).

Within 30 calendar days of OCR's approval of the nominee, the District will provide OCR with written documentation that it has engaged the expert consultant, the contact information of each

additional consultant retained by the District in connection with this Agreement, as well as the start and end dates of each individual's services.

II. INDIVIDUAL MEASURES

A. For the duration of Student A's enrollment in the District:

1. based on Student A's representation that she will change in private changing stations in the girls' locker rooms, the District agrees to provide Student A access to locker room facilities designated for female students at school and to take steps to protect the privacy of its students by installing and maintaining sufficient privacy curtains (private changing stations) within the girls' locker rooms to accommodate Student A and any students who wish to be assured of privacy while changing;
2. the District will coordinate with hosts of off-campus, District-sponsored activities to arrange that Student A is provided access to facilities designated for female students in a manner consistent with item II.A.1. The District will work with Student A to honor her requests for facility accommodations in the least disruptive manner possible for Student A; and
3. the District will continue to ensure that any school records containing Student A's birth name or reflecting Student A's assigned sex, if any, are treated as confidential, personally identifiable information; are maintained separately from Student A's records; and are not disclosed to any District employees, students, or others except as allowed by state and federal laws governing the release of student record information.

Reporting Requirement: By January 15, 2016, the District will provide OCR with written documentation of its compliance with item II.A, including but not limited to, any and all documentation relating to Student A's access to girls' locker rooms and a copy of Student A's registration and enrollment materials confirming her name and preferred gender identity. The District will provide OCR with a monitoring report describing its ongoing compliance with item II.A on October 1 and February 1 of each year that this Agreement is in force.

B. If any student requests additional privacy in the use of sex-specific facilities designed for female students beyond the private changing stations described in item II.A.1, the District will provide that student with access to a reasonable alternative, such as assignment of a student locker in near proximity to the office of a teacher or coach; use of another private area (such as a restroom stall) within the public area; use of a nearby private area (such as a single-use facility); or a separate schedule of use.

Reporting Requirement: By January 15, 2016, the District will provide OCR with written documentation of any request made pursuant to Item II.B. and a description of the steps taken by the District to accommodate that request.

- C. No later than thirty (30) calendar days after execution of this Agreement, the District will notify Student A and her parents that they may, at any point during Student A's enrollment in the District, request the District to establish a support team to ensure Student A has access and opportunity to participate in all programs and activities, and is otherwise protected from gender-based discrimination at school. If the District receives such a request, it will form a support team that will:
1. include, at a minimum, Student A, her parents, an advocate or representative of the parents' choice (if any), a medical professional of the parents' choice (if any), and relevant District personnel familiar with Student A;
 2. develop a student-specific support plan to provide Student A with access to all school and District facilities and activities, addressing any particular issues raised by Student A or her parents;
 3. document its meetings, recommendations, and decisions, including, but not limited to, the date and location of each meeting, the names and positions of all participants, the basis for its recommendations and decisions, and supporting third-party opinions and information considered and/or relied upon in the meeting; and
 4. at least once each school year and at any time upon the request of Student A or her parents, review Student A's circumstances to determine whether existing arrangements related to Student A's gender identity, gender transition, or transgender status are meeting her educational needs and ensuring that Student A has access and opportunity to participate in the District's education programs and activities. Once constituted, the support team will be in place for the remainder of Student A's enrollment in the District or until her parents request in writing that it be terminated.

Reporting Requirement: Within 30 calendar days of the execution of this Agreement, the District will provide OCR with written documentation of its compliance with item II.C, including but not limited to, documentation of the request for the formation of the team, the names and positions of the team members, date(s) the team met, and any documentation of its meetings, recommendations, and decisions. The District will provide OCR with a monitoring report describing its ongoing compliance with item II.C on October 1 and February 1 of each year that this Agreement is in force.

III. NON-DISCRIMINATION NOTICE

- A. By January 15, 2016, the District will draft and submit to OCR for review and approval a revised notice of nondiscrimination on the basis of sex that meets the requirements of the Title IX regulation, at 34 C.F.R. § 106.9, including, but not

limited to, stating that the District does not discriminate on the basis of sex in its educational program or activities, stating that inquiries about sex discrimination may be referred to the Title IX Coordinator or OCR, and including the name or title and contact information (address, email address, and telephone number) for the District's Title IX Coordinator, as required by the Title IX regulation, at 34 C.F.R. § 106.8. The following statement will satisfy this requirement and be approved by OCR:

Township High School District 211 does not discriminate on the basis of sex in its educational programs or activities, and is required by Title IX not to discriminate in such a manner. This prohibition extends to employment and admission. The following employee(s) have been designated to address questions or complaints about discrimination: Title IX Coordinator, [Name or Title], [Address], [Email Address], [Phone Number]. Inquiries concerning the application of Title IX may be referred to the Title IX Coordinator or to OCR.

- B. Within 30 days of OCR's approval, the District will publish the revised notice of nondiscrimination on its website and as otherwise required by the Title IX regulation, at 34 C.F.R. § 106.9.

Reporting Requirement: By January 15, 2016, the District will provide OCR with draft revised notice of nondiscrimination for OCR's approval pursuant to item III.A. Within 60 days of OCR's approval, the District will publish the revised notice of nondiscrimination on its website, as well as in each announcement, bulletin, catalog, or application form which it makes available, as required by the Title IX regulation, at 34 C.F.R. § 106.9.

IV. MONITORING AND REPORTING

- A. The District will provide documentation of its compliance with this Agreement through written compliance reports, which will be produced to OCR, as described above. In addition, to demonstrate its compliance with this Agreement, Title IX and its implementing regulation, by June 1, 2016, the District will provide the following documentation:
 - 1. a copy or detailed description of all gender-based discrimination or harassment complaints or incidents that occurred during the reporting period, including documentation or a detailed written description of the District's response to each incident;
- B. The District will provide all reports, documents, and information required to be produced to OCR pursuant to this Agreement in electronic form, usable by OCR, or in written form if the data in electronic form would not be usable, in accordance with the timelines set herein

Based on the terms and reporting requirements of this Agreement, OCR anticipates closing its monitoring of this Agreement by June 30, 2017.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Title IX, 34 C.F.R. §§ 106.9 and 106.31, which were at issue in this case.

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 and is in compliance with the regulations implementing Title IX, 34 C.F.R. §§ 106.9 and 106.31, which were at issue in this case.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings, including 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, including to enforce this Agreement, OCR shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

Signed:

Date:

/s/

December 2, 2015

Township School District 211