

Resolution Agreement
St. John's River State College
OCR Docket Number 04-15-2062

St. John's River State College (College) submits to the U.S. Department of Education, Office for Civil Rights (OCR), this Resolution Agreement (Agreement) to voluntarily resolve the issues in the above-referenced complaint and to ensure compliance with 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. The Agreement reflects voluntary actions to be taken by the College to ensure continued compliance with Title IX. The College agrees to implement the actions described below:

Procedure and Policy Based Remedies:

1. **By April 15, 2015**, the College will draft, for OCR's review and approval, a leave of absence policy that complies with 34 C.F.R. § 106.40. The policy and procedures will include:
 - A provision stating that the College will treat pregnancy 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; and
 - The identity of the individuals to whom requests for leave of absence should be submitted for the on-ground campus and the online campus.

Reporting Requirement:

By April 15, 2015, the College will submit to OCR for review and approval, its policies and procedures referenced in item #1 above

2. **By August 1, 2015**, or within 30 days of OCR's approval of the College's revised leave policy (whichever is later), the College will implement the policy and procedures and the information will also be included in the College's handbook or catalog and on the College's webpage.

Reporting Requirement:

By August 15, 2015, or within 30 days following OCR's approval of the College's revised policy and procedures (whichever is later), the College will submit to OCR documentation showing that it has implemented and published the revised procedures. The documentation will include a copy of the final published procedures, and a list of the publications or sources in which the procedures are published.

3. By **October 1, 2015**, and annually thereafter, the College will provide training for its entire faculty, staff, and administrators regarding the policy and procedures revised in accordance with Item 1.

Reporting Requirement:

By October 1, 2015, the College will submit documentation to OCR showing that the College's faculty, staff, and administrators have completed the training referenced in item #3 above. The documentation shall include: (1) the date of the training session(s); (2) a list of names and job titles of all College employees who participated in the training session; (3) a description of the presenter's background and qualifications with respect to knowledge of Title IX; and (4) a copy of the agenda and the training materials disseminated.

Student-Focused Remedy

4. **By April 15, 2015**, the College will send a letter to the Complainant offering her the opportunity: (1) to re-take the Educational Psychology course without a tuition charge; or (2) to complete alternative or missing assignments given during her medical leave, which will be graded and factored into the Complainant's final grade. The grade of D given during the fall semester of 2014 for the Educational Psychology course will be expunged from her transcript.

Reporting Requirement:

By April 30, 2015, the College will provide OCR with a copy of the letter sent to the Complainant referenced in item # 4 above.

By April 30, 2015, the College will provide a copy of the Complainant's transcript showing that the grade of "D" given during the fall semester of 2014 was been expunged from her transcript.

By June 1, 2015, the College will provide OCR with a report stating whether the student notified the College of her election and, if so, the actions taken by the College to implement the student-focused remedy, as required in item # 4 above.

The College understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the College understands that during the monitoring of this agreement, OCR may visit the College, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the College has fulfilled the terms of this agreement and is in compliance with Title IX and the Title IX implementing regulations at 34 C.F.R. § 106.40 which were at issue in this case.

The College understands that OCR will not close the monitoring of this Agreement until such time that OCR determines that the College has fulfilled the terms of this Agreement and is in compliance with the Title IX implementing regulations at 34 C.F.R. § 106.40, which were at issue in this case.

The College 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 College written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

This Resolution Agreement will become effective immediately upon the signature of the Superintendent or his/her designee below.

Joe H. Pickens, President

Date