

**Resolution Agreement  
Dorchester County School District Two  
OCR Complaint No. 11-15-1348**

Dorchester County School District Two (the District) agrees to fully implement this Resolution Agreement (the Agreement) to resolve the Office for Civil Rights (OCR) Complaint No. 11-15-1348. This Agreement does not constitute an admission by the District of a violation of Title IX of the Education Amendments of 1972 or any other law enforced by OCR.

**I. INDIVIDUAL MEASURES**

A. For the duration of the Student's enrollment in the District, the District will provide the Student access to sex-specific facilities designated for female students at school consistent with her gender identity; however, the Student may request access to private facilities based on privacy, safety, or other concerns, and the District will work with the Student to honor that request in the least disruptive manner possible for the Student.

**Reporting Requirement:** By July 18, 2016, the District will provide OCR with written confirmation of its compliance with Item I.A.

B. No later than thirty (30) days after the execution of this Agreement, the District will notify the Student and her parents that they may, at any point during the Student's enrollment in the District, request the District to establish a support team to ensure the Student's access and opportunity to participate in all programs and activities is not denied or limited based on her gender identity, 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 individuals knowledgeable about the Student, including individuals such as 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 the Student;
2. Develop a student-specific support plan to ensure that the Student's access to all school and District facilities and activities is not denied or limited based on her gender identity; in so doing, the team will address any particular issues raised by the Student 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 or more often as reasonably requested by the Student or her parents, review the Student's circumstances to determine

whether existing arrangements related to the Student's gender identity, gender transition, or transgender status are meeting her educational needs and ensuring that the Student 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 the Student'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 I.B, including a copy of the notice issued to the Student's parents.

## II. DISTRICT-WIDE MEASURES

### A. POLICIES, PROCEDURES, AND REGULATIONS

1. The District will revise all existing policies, procedures, regulations, and related documents and materials (e.g., complaint forms, handbooks, notices to students and parents, website information) related to discrimination to:
  - (a) include gender-based discrimination as a form of discrimination based on sex;
  - (b) state that gender-based discrimination includes discrimination based on a student's gender identity, gender expression, gender transition, transgender status, or gender nonconformity, and
2. 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 and gender non-conforming students, equal access to all such programs and activities in a manner that does not discriminate on the basis of sex.

The District will:

- (a) revise those policies, procedures, and regulations as necessary to ensure that all students, including transgender and gender non-conforming students, are provided with equal access to all such programs and activities and an equal opportunity to participate in all education programs and activities offered by the District.

**Reporting Requirement:** By July 1, 2016, the District will provide OCR with draft revised policies and procedures for OCR's approval pursuant to items II.A. Within 90 days of OCR's approval of the revised policies and procedures, the District will publish the revised policies and procedures on its website, and

provide OCR a copy of all relevant policies, procedures, regulations, and related materials (e.g., handbooks) that were revised.

## B. TRAINING

1. Beginning in the 2016-17 school year and annually thereafter the District will provide training to all District-level and school-based administrators regarding the District's obligations 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 transgender and gender-nonconforming students. The initial training will be conducted no later than July 30, 2016. Site administrators will, throughout each 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.
2. Consistent with the policies and procedures adopted in this Agreement, the District 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 schools.

### **Reporting Requirements:**

By July 1, 2016, the District will submit a draft plan for implementation of the training developed in accordance with Section II.B for OCR's review and approval, including the training date(s), the name and expertise of each presenter and a description of the training content.

By August 30, 2016, and by October 1 of each school year thereafter throughout the monitoring of this agreement, the District will provide a detailed description of or documentation related to all trainings provided to District employees pursuant to this Agreement, including the date(s) of each training; and the name, position, and school/work site of each employee who attended the training.

## III. MONITORING AND REPORTING

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title IX, at 34 C.F.R. Part 106.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the District understands that during the monitoring of this Agreement, 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. Part 106, which was at issue in 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 shall give the District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

**Signed:**

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Superintendent or Designee  
Dorchester County School District Two, South Carolina

**Date:**

June 16, 2016

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