



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE FOR CIVIL RIGHTS

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March 30, 2012

In response, please refer to: 03-11-2033

Dr. Peter B. Barr
President
Glenville State College
Heflin Administration Building
200 High Street
Glenville, WV 26351

Dear Dr. Barr:

This letter is to inform you that the U.S. Department of Education (Department), Office for Civil Rights (OCR), has reviewed the correspondence submitted by Glenville State College (the College) on January 13, 2012, January 31, 2012 and February 29, 2012. The College submitted the correspondence under the terms of the Voluntary Resolution Agreement (the Agreement) signed by the College on January 12, 2012.

OCR is responsible for enforcing Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulation, at 34 C.F.R. Part 106, which prohibit discrimination on the basis of sex by any recipient of Federal financial assistance from the Department. The College is a recipient of Federal funds from the Department and is, therefore, subject to the provisions of Title IX and its implementing regulation.

The Agreement required the College to address the following items in order to demonstrate its compliance with Title IX: 1) the investigation of an alleged September 18, 2010, sexual assault on the College's campus, 2) the Title IX grievance procedures, including, but not limited to, the manner in which the College addresses complaints of sex discrimination (including sexual harassment, sexual assault, and sexual violence), 3) notice of nondiscrimination, 4) the appointment of a Title IX Coordinator, 5) training for the Title IX Coordinator and College personnel, 6) the College's coordination with local law enforcement, and 7) student-focused remedies.

Action Step 3c of the Agreement, required the College to make a written offer to the Complainant to submit documentation of outstanding expenses she incurred during the 2010-2011 academic year related to tuition, room and board, books, and any other costs associated with courses in which the Complainant was enrolled during the 2010-2011 academic year. Action Step 3d of the Agreement, required the College to immediately authorize the release of the Complainant's academic transcripts. Action Step 3e required the College to send a written offer to the Complainant inviting and permitting her to reenroll at the College for the 2011-2012 academic year; waive any registration deadlines for the Complainant and any late registration fees; not require the Complainant to reapply for admission, and agreed that if the Complainant received

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financial aid for the 2010-2011 academic year, the College would prorate the Complainant's tuition for the 2011-2012 academic year based on the amount that she received for financial aid during 2010-2011.

The College provided OCR with a copy of a January 12, 2012, letter to the Complainant informing her that the College's hold on her transcripts had been released and that she had been granted a tuition and fee waiver in the amount of (b)(6); (b) which the College reported was the total amount that was due by the Complainant to the College as of January 2012. This was submitted pursuant to Action Steps 3d and e and Reporting Requirement 2 of the Agreement. The College's January 12, 2012, letter also informed the Complainant that if she chose to reenroll at the College for the 2012 spring semester, the last day to enroll [for the 2012 spring semester] was January 17, 2012.

The College also provided OCR with a December 20, 2011, letter to the Complainant extending her an offer to reenroll at the College for the 2012 spring semester. This was submitted pursuant to Action Step 3e and Reporting Requirement 2. The College provided the name and email address of the Registrar and asked the Complainant to inform the Registrar whether she wanted to submit a new online application with her updated information or whether the Complainant authorized the Registrar to use the Complainant's information contained in her February 2009, application to manually reenter her as a student at the College in the College's computer system. The College further informed the Complainant that if she chose to reenroll at the College, all of her tuition and fees, including course fees, if applicable, would be waived for the 2012 spring semester, and that if she reenrolled after the College's course registration deadline had passed, the Complainant would be permitted to register late without penalty after her information had been reentered in the College's system. The December 2011, letter included dates relevant to registration, first day of classes and drop/add dates for courses for the 2012 spring semester.

(b)(7)(A)

(b)(7)(A)



(b)(7)(A)

Conclusion

OCR concludes that the College has satisfied the requirements of Action Steps 3d and e and Reporting Requirement 2 as it relates to Action Steps 3d and e.

Your next report will be due on May 30, 2012. In addition to the additional items in the Agreement that must be reported on at that time, we request information identified above regarding Action Steps 3c, 6, 8, 9 and 10.

Under the Freedom of Information Act, it may be necessary to release this document and related correspondence and records upon request. If OCR receives such a request, we will seek to protect, to the extent provided by law, personal information that, if released, could constitute an unwarranted invasion of privacy.

If you have any questions, please contact Attorney Jacques Toliver at (215) 656-8512 or Equal Opportunity Specialist Beth Cavallucci at (215) 656-6939.

Sincerely,



LouAnn Pearthree
Team Leader
Philadelphia Office

Cc: Kristi McWhirter, Esquire (by e-mail only)