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Attorney for New Jersey Division on Civil Rights

By: James R. Michael
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_____, Parent/Guardian o/b/c _____ a minor,)
and _____ Individually, and Director of the New)
Jersey Division on Civil Rights,)
Complainants,)
v.)
FRANKLIN TOWNSHIP BOARD OF EDUCATION,)
Respondent.)

OAL DKT NO. CRT04889-13
DCR DKT NO. PH05RE-03029

FINAL CONSENT ORDER

THIS MATTER was commenced on January 3, 2008, when _____, on behalf of his daughter _____, a minor child, filed a verified complaint (“Verified Complaint”) with the Division on Civil Rights (the “Division”) against Franklin Township Board of Education (the “District”) alleging various violations of N.J.S.A. 10:5-1 et seq. (the “LAD”) related to biased-based bullying and harassment of his daughter while _____ attended _____ School, an elementary school within the District; and

WHEREAS the District is a place of public accommodation in the State of New Jersey and must comply with the LAD; and

WHEREAS the District has at all times denied the allegations; and

WHEREAS the Division conducted an investigation of the allegations and issued a finding of probable cause on the Verified Complaint on April 12, 2011, and the Director of the Division then intervened in the matter as a complainant; and

WHEREAS the matter was subsequently transmitted to the Office of Administrative Law for a plenary hearing, where the case was assigned to the Honorable Patricia M. Kerins, A.L.J.; and

WHEREAS the parties participated in mediation before the Honorable John F. Russo, Jr., A.L.J. on June 4, 2014; and

WHEREAS with the assistance of A.L.J. Russo, the parties reached an amicable resolution of this matter;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Parties consent to this Agreement for the purposes of settlement only and this Agreement does not constitute any admission of liability or wrongdoing, either express or implied, by the District or any other party.

2. While not a party to the Verified Complaint, [REDACTED]'s parent, [REDACTED], has reviewed and executed this Agreement to indicate her consent to its provisions.

MONETARY RELIEF

3. The District by and through its insurance carrier, Utica National Insurance Company, will pay the total sum of seventy-five thousand dollars (\$75,000) to the benefit of [REDACTED], in full settlement of all claims and damages arising from the allegations asserted in the Verified Complaint. The parties acknowledge that [REDACTED] is a minor at the time of this Agreement, and that the Agreement must be approved by the Superior Court of New Jersey following a Friendly Hearing pursuant to R. 4:44. The dispersal of the sum to be paid under this paragraph shall be in accordance

with the Order of the Superior Court in an action to approve the settlement under R. 4:44. In the event Utica National Insurance Company fails to comply with its obligation as set forth in this paragraph, the Complainants may seek enforcement against both the District and Utica National Insurance Company.

4. If the Court declines to adopt the settlement, the Complainants may reinstate this case, ██████████ parent/guardian o/b/o ██████████ a minor, and ██████████ individual, and the Director of the New Jersey Division on Civil Rights v. Franklin Township Board of Education (OAL Docket No. CRT 4889-13) in the Office of Administrative Law.

EQUITABLE RELIEF

5. The District will cooperate with any parties, including but not limited to ██████████ ██████████ School, seeking information for the purpose of providing services to ██████████

6. By no later than August 21, 2014, the District shall review and revise as necessary its student harassment, intimidation, and bullying policy (the "HIB policy"), to ensure compliance with the requirements set forth in the Anti-Bullying Bill of Rights Act, N.J.S.A. 18A-37-1 et seq. By no later than September 1, 2014, the District shall provide to the Division a copy of its HIB policy as amended.

7. The District shall ensure that all school personnel charged with investigating and responding to complaints of harassment, intimidation and bullying shall receive appropriate training. No later than September 1, 2014, the District shall report to the Division the names and titles of school personnel who investigate and respond to these complaints and the details of the training they received, including but not limited to the content and dates of the training as well as any training materials.

8. By no later than September 15, 2014, the District shall direct its school employees and any volunteers who may have significant contact with students to read and review its HIB policies and complaint procedures. The District shall direct these individuals to an electronic copy of these materials and indicate that a paper copy may be provided if requested.

9. The District's school handbook shall refer to the District's HIB policy, outline HIB complaint procedures and provide the contact information for the appropriate school personnel to make complaints or obtain additional information from. The District's website shall contain the full HIB policy. A paper copy of the HIB policy shall also be available in the office of each school in the District.

10. By no later than September 15, 2014, the District shall distribute a copy of the District's handbook outlining HIB policies and complaint procedures (as described in paragraph 9) to all parents and guardians. The District shall provide the Division with the date and content of this distribution no later than September 30, 2014.

11. In lieu of penalties and costs to the Division, the District will allocate no less than the sum of two thousand five hundred dollars (\$2,500) toward an anti-bullying program for students within its District for the 2014-2015 school year. Such program shall include a component for providing awareness of race-based harassment and discrimination to students at the elementary school level. No later than September 30, 2014, the District shall advise the Division of the date and nature of the program or programs to be provided. The District agrees to provide any additional information with respect to these programs as requested by the Division.

COMPLIANCE

12. The District shall not engage in any act prohibited by the LAD, including any retaliatory conduct against Complainants, against members of Complainants' immediate family, or

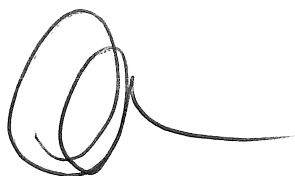
against any participant in these proceedings, or allow any of its employees to engage in any such conduct.

GENERAL PROVISIONS

13. In the event that the District defaults with respect to any provision herein, the District hereby consents to the entry of this Consent Order and Decree in the Chancery Division of the Superior Court of New Jersey, thereby making this Consent Order and Decree an order of the court for purposes of enforcement therein. Where a dispute arises regarding the District's compliance with paragraphs 5 to 11, the Division and District shall first attempt in good faith to resolve the dispute before seeking the court's intervention. The Division shall provide the District with the specific details of the alleged noncompliance and the District shall be afforded a fifteen (15) day period within which to cure any noncompliance.

14. This agreement shall operate as a complete and final disposition of the aforesaid Verified Complaint, subject only to the fulfillment of all the foregoing provisions.

IT IS ON THIS 11th DAY OF NOV, 2014, SO ORDERED, ADJUDGED AND DECREED.



CRAIG SASHIHARA
DIRECTOR, NEW JERSEY DIVISION
ON CIVIL RIGHTS

Jointly Approved and Submitted for Entry:

For Complainants:

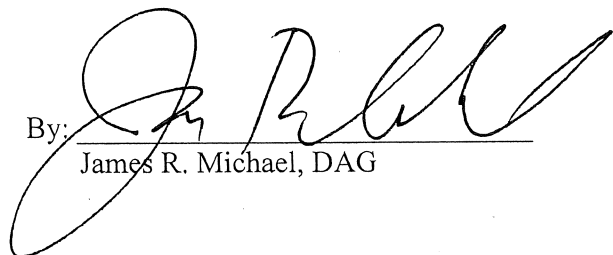
By: 

DATED: 8-11-14

By: 

DATED: 8/11/14

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for New Jersey Division on
Civil Rights

By: 
James R. Michael, DAG

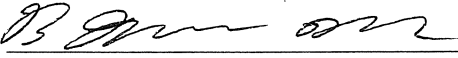
DATED: 8/11/14

For Respondent:

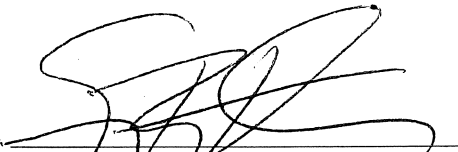
Respondent Franklin Township
Board of Education

By: _____
Name:
Title:

DATED:

By: 
B. Michael Borelli, Esq.
Law Office of B. Michael Borelli
Solicitor for Franklin Twp. Board of Education

DATED: 8/11/14

By: 
Erin R. Thompson
Powell, Birchmeier & Powell
Counsel for District on behalf of
Utica National Insurance Company

DATED: 8/11/14