

**Resolution Agreement**  
West Sonoma County Union High School District  
OCR Case No. 09-16-1264

In order to resolve the compliance concerns raised and the finding of non-compliance made by the U.S. Department of Education, Office for Civil Rights (OCR), in the investigation of the above-referenced complaint filed by the Complainant on behalf of the Student who attended a high school in the District (School) pursuant to Title VI of the Civil Rights Act of 1964 and its implementing regulation, the West Sonoma County Union High School District (District), without admitting any violation of federal law, agrees to take the actions in this Resolution Agreement (Agreement).

**I. Individual Remedies**

- A. The District will contact the Complainant and offer to pay for the cost of twenty-five (25) hours of counseling sessions for the Student. If the offer is accepted, the District will coordinate with the Complainant, and/or the Student's Father, and the provider, by January 1, 2017 regarding the arrangements for the counseling, including the payment for the sessions, the number of sessions, and the beginning and end dates of the sessions. The counseling provider will be selected by the Complainant and must be a licensed psychologist or therapist. The maximum amount to be paid by the District for these services is \$150 an hour. These sessions are to be held between the date on which this agreement is signed and September 1, 2017. Any sessions unused by the Student as of September 1, 2017 shall be forfeited.
  
- B. The District will contact the Complainant and offer to pay for fifty (50) hours of sessions of in-person academic tutoring for the Student either at his home, his current school, or a tutoring/educational facility. If the offer is accepted, the District will coordinate with the Complainant, and/or the Student's Father, and the provider, by January 1, 2017, regarding the arrangements for the tutoring, including the payment for the sessions, the number of sessions, the beginning and end dates of the sessions, and the material to be covered. The tutoring provider will be selected by the Complainant and must be in the business of providing tutoring services in academic subjects or for college entrance exams. The maximum amount to be paid by the District for these services is \$100 per hour. These sessions are to be held between the date on which this agreement is signed and December 1, 2017. Any sessions unused by the Student as of December 1, 2017 shall be forfeited.

**II. Anti-Harassment Statement**

The District will issue a statement to all parents, guardians, employees, and students at the School stating that the District does not tolerate harassment, including acts of harassment based on race, color, or national origin. The statement will encourage any student or parent who believes he or she has been subjected to harassment to report the incident(s) to the District and note the District's commitment to conducting a prompt investigation. The statement will identify the individual(s) responsible for investigating complaints of harassment, will contain time frames for completion of such investigations and notice to complainants, will provide for appropriate corrective or disciplinary actions for individuals who engage in harassment and will make clear that such discipline may

include, if circumstances warrant, suspension or expulsion of a student and suspension or termination of an employee. The statement will further warn that retaliation is prohibited and that allegations that students and/or employees have retaliated against individuals who report harassment will be promptly investigated and addressed. The statement will be posted on the District's web site and disseminated to the aforementioned individuals via electronic mail to the email address provided by each family, and via postal mail if the family has not provided an email address.

### **III. Written Guidance and Training of District Personnel and Students**

- A. The District will issue a written guidance memorandum and facilitate training for all administrators, faculty, and staff on the District's harassment policies and procedures. The written guidance memorandum and training will, at minimum, include the following components:
1. a statement setting forth the District's commitment to a harassment-free environment;
  2. a general overview of Title VI, including how the law's nondiscrimination provisions apply to students;
  3. an explanation of the District's Title VI policies and procedures, including what constitutes racial harassment, the role of the designated compliance officer, and corrective or disciplinary actions related to findings of violations of the District's harassment policies and procedures, including the District policy prohibiting retaliation and intimidation;
  4. an explanation of what staff should do if they believe students have been subjected to harassment, including their duty to immediately report all allegations of possible harassment;
  5. the names and contact information for the designated employee(s) to whom students or others may report allegations of harassment;
  6. information regarding where staff can find the District's harassment policies and procedures; and
  7. the existence of OCR and its authority to enforce Title VI.
- B. The District will provide training to all District employees who are directly involved in processing, investigating and/or resolving complaints or other reports of harassment on the basis of race, color, or national origin, and any School counselors or other School personnel who are likely to receive reports of harassment. The training will review the District's harassment policies and procedures and include instruction on how to conduct and document adequate, reliable, and impartial harassment investigations, including the appropriate legal standards to apply in such investigations and confidentiality requirements. The District has requested OCR on-site training to meet this requirement. Within fifteen days after the agreement is signed, the District will contact OCR to confirm the training date.
- C. The District will provide annual mandatory orientation sessions for all students at the School site on the District's harassment policies and Title VI policies and procedures, including the topics described in Section III.A as are relevant to students.

- D. The District will incorporate age-appropriate, OCR-approved, classroom lessons for all students at the School at least two times per semester in the 2016-17 spring semester and the 2017-18 school years on race, race-based discrimination, and examples of prohibited conduct, including harassment, in various school-related contexts.

#### **IV. Climate Surveys**

The District will administer a school climate assessment to teachers, students, and parents/guardians at the School to evaluate the climate at the School with respect to race and the extent to which the survey respondents are subjected to or witness race-based harassment. Participation in the survey by students will be voluntary, and the survey will be conducted in a manner consistent with applicable law. The survey shall specifically inquire about the experience, knowledge, and perceptions of employees, students, and parents/guardians about the climate at the School with respect to race, color, or national origin, and will assess whether employees, students, and parents/guardians have sufficient information about the District's anti-discrimination policies and are able to find the appropriate resources when necessary. The District will analyze the results of the assessment and provide a proposed plan of action(s) to OCR to address any concerns identified.

#### **V. Maintenance of Data**

- A. Effective immediately, the District agrees to maintain documents relating to complaints of racial harassment of students at the School, including those complaints that are filed formally through the District's Uniform Complaint Procedure (UCP), reported informally, confidentially, or anonymously pursuant to the District's Board Policy BP 5131.2(b) and BP 5145.3(a), and/or observed or witnessed directly by a staff member at the School. The documentation will include the following:
  - 1. a copy of all written reports, and a narrative of all verbal reports, of incidents involving allegations of racial harassment;
  - 2. a narrative of all actions taken in response to the reports by District personnel, including any written documentation;
  - 3. a copy of any and all corrective or disciplinary actions issued to students or employees for violations of the harassment policies and procedures;
  - 4. documentation demonstrating any interim and/or remedial efforts offered and provided to the complainant, the alleged harasser and/or witnesses of the incident(s), such as counseling or other appropriate services; and,
  - 5. a narrative of all actions taken to prevent recurrence of any harassing incident(s), including any written documentation.
- B. The District will provide OCR with documentation of any complaints or reports of racial harassment toward students during the 2016-2017 school year. The documentation will include:
  - 1. a copy of all written reports, and a narrative of all oral reports, of incidents involving allegations of racial harassment;
  - 2. a narrative of all actions taken in response to the reports by District personnel, including any written documentation;

3. a copy of any and all corrective or disciplinary actions issued to students or employees for violations of the harassment policies and procedures;
  4. documentation demonstrating any interim and/or remedial efforts offered and provided to the complainant, the alleged harasser and/or witnesses of the incident(s), such as counseling or other appropriate services; and,
  5. a narrative of all actions taken to prevent recurrence of any harassing incident(s), including any written documentation.
- C. If OCR identifies compliance concerns with respect to the aforementioned documentation, OCR will provide technical assistance to the District regarding those concerns and may require the District provide the same documentation identified in this section for the 2017-18 school year. If provided, OCR will review and provide further technical assistance, as needed, for the 2017-18 school year complaints.

## **VI. Monitoring and Reporting**

### **A. Individual Remedy**

1. Within 30 days after this agreement is signed, the District will submit documentation to OCR confirming that it has contacted the Complainant and offered to provide twenty-five counseling sessions to the Student. If the offer for counseling sessions is accepted, within 15 days of the acceptance, the District will notify OCR by letter or email that the Complainant has accepted the offer of counseling sessions. By October 1, 2017, the District will provide documentation to OCR confirming that the sessions took place or that they were forfeited.
2. Within 30 days after this agreement is signed, the District will submit documentation to OCR confirming that it has contacted the Complainant and offered to provide fifty academic tutoring sessions to the Student. If the offer for tutoring sessions is accepted, within 15 days of the acceptance, the District will notify OCR by letter or email that the Complainant has accepted the offer of tutoring sessions. On January 1, 2018, the District will submit documentation to OCR confirming that the sessions took place or that they were forfeited.

### **B. Anti-Harassment Statement**

By November 15, 2016, the District will submit to OCR for its review and approval a draft of its anti-harassment statement. Within 30 calendar days of receipt of notice of OCR's approval, the District will submit to OCR documentation that the statement has been sent to all students and parents. The documentation shall include a copy of the statement, a description of the means by which it was disseminated (email or postal mail), and a link to the statement on the District's website.

### **C. Written Guidance and Training**

1. Within 30 days of the training provided pursuant to Section III.B, the District will submit a draft of the guidance memorandum on the District's harassment policies and

- procedures to OCR for review and approval. The District will finalize the guidance memorandum within 30 days of receiving OCR's comments.
2. Within 30 days of finalizing the guidance memorandum, the District will provide will provide OCR with draft training materials and the qualifications of the individuals providing the training as required under Section III.A for OCR review and approval. Within 30 days of OCR's approval, the District will notify OCR of the date of the training.
  3. Within 30 days after the training date, the District will provide OCR with documentation that it has provided training on the District's harassment policies and procedures to all administrators, faculty, and staff as required under Section III.A. The documentation will include the dates of the training, the names and titles of the trainer(s), a copy of any materials used or distributed during the training, and a list of District employees who attended the training.
  4. By January 30, 2017, the District will provide will provide OCR with draft orientation materials and the qualifications of the individuals providing the orientation as required under Section III.C., for OCR review and approval.
  5. By October 31, 2017, and by the same date in the subsequent year, the District will provide OCR with documentation that it has provided the student orientation on the District's harassment policies as required under Section III.C. The documentation will include the dates of the training, the names and titles of the trainer(s), a copy of any materials used or distributed during the orientation, and a list indicating which students attended and/or failed to attend the orientation.
  6. By November 15, 2016, the District will submit to OCR for review and approval the instructional materials for the Spring 2017 lessons as required under Section III.D. By June 30, 2017, the District will submit to OCR for review and approval the instructional materials for the Fall 2017 semester lessons. By October 15, 2017, the District will submit to OCR for review and approval the instructional materials for the Spring 2018 semester lessons. The documentation will include the names of the individuals designated to implement the aforementioned programming and a timeline for the delivery of the curriculum. Within thirty days after the conclusion of the Spring 2017, Fall 2017, and Spring 2018 semesters, after receiving OCR's approval, the District will provide OCR with documentation that the lessons have been implemented. The documentation will include the dates of the programming, the names and titles of the instructors, a copy of any materials used or distributed, and a list indicating the students who attended the programming by either class and/or grade.

**D. Climate Survey**

1. Within sixty days of the date this agreement is signed, the District will submit a draft plan for school climate assessments for OCR review and approval. The draft plan will include an assessment timeline, the teacher, student, and parent survey instrument, and a description of how the assessment will be conducted and data reviewed.
2. Within sixty days of OCR's approval of the plan for school climate assessments, the District will provide OCR with documentation of the administration of the school climate assessment. The documentation will include, at a minimum, the date(s) the survey was administered, the survey results, the District's analysis of the survey results, and the proposed responsive actions the District took or will take to remedy the school climate, if necessary, for OCR review and approval.

**E. Maintenance of Data**

By July 31, 2017, the District will provide to OCR copies of the documentation of any complaint or other report of racial harassment toward any student at the School for the 2016-2017 school year.

The District understands that OCR will not close the monitoring of this agreement until OCR determines that the recipient has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Title VI and its implementing regulations, at 34 C.F.R. Part 100, 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 Title VI and its implementing regulations, at 34 C.F.R. Part 100, which were 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 sixty (60) days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_

Superintendent or District Representative

\_\_\_\_\_09/26/2016\_\_\_\_\_

Date