

RESOLUTION AGREEMENT
Bridgewater-Raynham Regional School District
OCR Complaint No. 01-20-1223

The Bridgewater-Raynham Regional School District (District) has voluntarily entered into this agreement to resolve the allegation in the above-referenced complaint. The District assures that it will take the following actions. The District agreed to resolve this complaint prior to the completion of OCR's investigation pursuant to Section 302 of OCR's *Case Processing Manual*.

Action Item 1

By November 30, 2020, the District will provide Title VI training to the School Principal and teachers, to include the topic of racial harassment.

Reporting Requirement

By December 15, 2020, the District will provide to OCR:

- a. A list of the individuals who attended the training and their positions;
- b. The date(s) the training was conducted;
- c. the credentials of the trainer; and
- d. Copies of any training materials disseminated.

Action Item 2

By November 30, 2020, the District will ensure that building Principals, the Assistant Superintendent, Civil Rights Coordinator/Human Resources Manager, and the Harassment Investigator have reviewed **OCR's March 10, 1994 Racial Harassment Policy Guidance** which can be found at the following link:

<https://www2.ed.gov/about/offices/list/ocr/docs/race394.html>.

Reporting Requirement

By December 15, 2020, the District will certify to OCR completion of activities required by Action Item 2.

Action Item 3

By November 30, 2020, the District will review its investigation of the XXXXXXXXXXXX, 2019 incident.

- a. The review will consider whether the appropriate witnesses were interviewed and asked relevant questions – including questions to determine whether Teacher C directed the comment regarding the XXXXXXXXXXXX to only the Student or to all of the students in Teacher A's class or other students in the hallway that day. If the District determines that the comment was directed only at the Student, that fact must be considered prior to making a finding in the matter.

- b. In addition, the District’s review of the ultimate finding must consider a totality of the circumstances (i.e., perspectives of other witnesses) uncovered by the investigation, not solely Teacher C’s assertion of whether she was motivated by animus. Based on its review, if the District determines that a racially hostile environment was created for the Student, the District will determine whether any additional measures are necessary to eliminate and/or prevent the recurrence of a racially hostile environment in the District’s programs and activities.
- c. The District will provide the Complainant and the Parent with a Letter of Finding describing its review of the investigation and any additional findings and/or measures implemented by the District.

Reporting Requirement

By December 15, 2020, the District will provide to OCR documentation of:

- a. the review process and notice referenced in Action Item 3; and
- b. the District’s consideration, and implementation of measures pursuant to Action Item 3(c), if any.

Action Item 4

By November 30, 2020, the District will invite the Complainant and the Parent to meet with the Superintendent, the Civil Rights Coordinator/Human Resources Manager, the School Principal, and any other staff the District believes would be appropriate to discuss: 1) any remaining questions/concerns the Parent may have regarding the District’s response to the XXXXXXXXXXXX, 2019 incident; 2) the designation of an staff point of contact for the Student at her new District school; and 3) what additional supports may be appropriate for the Student.

Reporting Requirement

By December 15, 2020, the District will provide to OCR:

- a. A copy of the written invitation sent to the Complainant and her Counsel;
- b. a statement regarding whether the Complainant and her Counsel accepted the invitation; and, if so,
- c. a summary of the discussion at the meeting and any determinations reached regarding Action Item 4.

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 the 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

and obligations of this Agreement. Upon the District’s satisfaction of the commitments made under the Agreement, OCR will close the case.

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR shall give the Recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the District’s representative below.

By: _____/s Derek Swenson_____ Date: 10/7/20_____

Derek Swenson, Superintendent