

## Voluntary Resolution Agreement

### *OCR Complaint #03131133 Grant County Public Schools*

To resolve the allegations in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), under Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulation, at 34 C.F.R. Part 100, the Grant County Public Schools (the District) enters into this voluntary resolution agreement (Agreement) and voluntarily makes the following commitments to OCR:

### Memorandum regarding Discrimination and Retaliation under Title VI

1. The District acknowledges its obligation under Title VI and its implementing regulations at 34 C.F.R. Part 100, which prohibit the District from discriminating on the basis of race in providing services and benefits to students to ensure that no person, on the basis of race, color or national origin, be excluded from participation in, be denied the benefits of, be treated differently from another person, or otherwise be discriminated against in any program or activity. The District also acknowledges its obligation to refrain from retaliating against any individual who exercises his or her rights by engaging in an activity protected by the regulations and laws that OCR enforces in accordance with Title VI at 34 C.F.R. § 100.7(e). By January 15, 2014, the District will distribute a memorandum to all faculty, staff members and administrators at the XXXXX XXXXXXXX XXXXXXXXXXXX School (the School) reminding them of their obligation to comply with Title VI and which specifically explains that differential treatment of students, on the basis of race, is a violation of Title VI and to apply District and/or School policies and practices in a consistent manner to all students without regard to their race. The memo will also advise that retaliation against individuals who exercise their rights by engaging in an activity protected by the regulations and laws that OCR enforces is also a violation of Title VI.

### **Reporting Requirement**

By January 31, 2014, the District will provide OCR with a copy of the memorandum developed and distributed pursuant to Commitment #1, above, as well as a distribution list of the administrators, faculty and staff who received the memorandum and proof of how this document was sent (e.g. copy of email sent to email distribution list, regular mail).

**Equal Access to Restroom**

2. By January 15, 2014, the District will send a letter to the Complainant by certified mail, advising that the Student will be treated the same as all other students XX XX X XXXXX XX XXXXXXXXXXXX XXX XXXXXXXXXXX XXXXXX XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX. The District will send a copy of this letter to each of the Students' teachers for the 2013-2014 school year.

**Reporting Requirement**

By January 31, 2014, the District will provide OCR with a copy of the letter sent to the Complainant, along with a distribution list of District personnel who received copies of this letter, in accordance with Commitment #2.

**Investigation of the Complainant's Title VI Complaints**

3. By January 10, 2014, the District will conduct an investigation of the Complainant's allegation regarding XXX XXXXXXXXXXX XXXXXXXXXXX XXXXXX X XXX XX XXXX XXXXXXX XXXX XXX XXXXXXXXXXX XX XXXXXXX XXX XXXXXXXXXXX XXXXXXXXXXX XXX XXXXXXXXXXX XXXXXXX XX XXXXX XXX XXXXXXX XX XXX XXX XXXXXXXXXXX; the investigation will also consider the related issues regarding the Student's XXXXXX XX XXX XXXXXXXXXXX XX XXX XXXXXXXXXXX XXXXXXXXXXX XXXX XXX XXX XXXXXXX XX XXXX XXXXXXXXXXX. This may include initiating an investigation, or reopening the investigation, as appropriate. The investigation and resolution of the complaint will follow the process identified in the District's revised and approved procedures for complaints of racial harassment. As part of the investigation, the District will meet with and interview the Student and the Complainant and provide them with the opportunity to identify witnesses and other information. The District will also interview any witnesses they identify. If the District determines that the allegations are substantiated, in whole or in part, the District will take actions necessary to appropriately address the racial harassment. In addition, the District will take steps to prevent any recurrence of racial harassment and remedy the effects of the racial harassment toward the Student.

4. If the District substantiates the harassment as a result of its investigation specified in Commitment #3, by January 17, 2014, the District will issue, by certified mail, a written offer to the Student to provide XXXXXXXXXXXXXXXXXXXXXXXXXXXX services for the assessment and/or treatment of any XXXXXXXXXXX XXXX XX XXX XX XXX XXXXXXXXXXX XXXXXXX from the racial harassment. The letter will specify that, alternatively, it will reimburse XX XX XXXXXX XXXXX XX expenses for any XXXXXXXXXXXXXXXXXXXXXXXXXXXX services for the Student to address the racial harassment. The District's letter will inform the Complainant and the Student that they have ten (10) calendar days from the date of the letter to accept the offer by providing

written notice of their acceptance. The District will also take appropriate actions, consistent with its employee code of conduct, to the extent that it determines that any employee discriminated against or harassed the Student on the basis of race.

### **Reporting Requirement**

By January 31, 2014, the District will submit the following documentation to OCR: a report detailing its findings pursuant to the investigation conducted in accordance with Commitment 3 of the Agreement, including a copy of the complete investigative file including an explanation of the investigatory process that was used; a copy of the letter notifying the Complainant of the outcome of the investigation; and, if applicable, a copy of the letter to the Complainant offering counseling and/or academic services, a copy of the acceptance of this offer, and a description of actions taken regarding any employees found to have harassed or discriminated against the Student.

### **Procedures for Filing Complaints of Discrimination**

5. The District will ensure that the procedures for filing discrimination complaints are the same for all parents and guardians and XXXXXXXX XXXX XX XXXX XXX XXXXXXXX XXX XXXXXXXXXXXX XX XXXXXX X XXXXXXXXXXX XXXXXXX XXX XXXXXXXXXXXX XXXXXXXXXXXX XX XXX XXXXXXX. By January 15, 2014, the District will send a letter by certified mail to the Complainant, advising her of the same, and providing her with copies of any applicable District policies for filing discrimination complaints.

### **Reporting Requirement**

By January 31, 2014, the District will submit a copy of the certified letter sent to the Complainant, in accordance with Commitment #5, along with copies of policies sent to the Complainant.

This Agreement does not constitute an admission of liability by the District, nor does it constitute a determination by OCR that the District violated any of the regulations enforced by OCR.

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 regulations implementing Title VI which were at issue in this complaint.

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 regulations implementing Title VI which were at issue in this complaint.

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.

/s/

10-22-13

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Superintendent (or designee)

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Date