

**Resolution Agreement**  
**School District of Philadelphia**  
**OCR Docket Number 03-16-1123**

The School District of Philadelphia (the District) voluntarily enters into this Resolution Agreement (Agreement) with the U.S. Department of Education, Office for Civil Rights (OCR), to resolve the above referenced complaint. The District submits this Agreement to ensure compliance with the requirements of Title IX of the Education Amendments of 1972 (Title IX), and its implementing regulation, 34 C.F.R. Part 106. The District makes the following commitments to OCR:

***ACTION STEPS and REPORTING REQUIREMENTS***

**Anti-Harassment/Anti-Retaliation Statement**

1. Within 45 days of signing this Agreement, the District will issue a statement XXXXXX (the School) that will be printed in the School's newsletter (if any), posted in prominent locations at the School, and published on the School's website, stating that the District does not tolerate sexual harassment or acts of retaliation against individuals who file complaints of sexual harassment. The statement will also:
  - a) state that retaliation against individuals who file complaints about sexual harassment, or participate in the investigation of such complaints, is prohibited;
  - b) encourage any student who believes he or she has been subjected to sexual harassment to report the harassment to the School or District staff members;
  - c) note the District's commitment to conducting a prompt investigation;
  - d) include the appropriate contact information for the designated staff member to whom students and parents may report allegations of harassment;
  - e) warn that students found to have engaged in sexual harassment or retaliation will be promptly disciplined and make clear that such discipline may include, if circumstances warrant, suspension or expulsion;
  - f) further make clear that District staff found to have engaged in sexual harassment or retaliation will be promptly disciplined, and that such discipline may include, if circumstances warrant, termination of employment;
  - g) encourage students, parents and District staff to work together to prevent sexual harassment; and
  - h) specify how an individual can obtain a copy of the statement in a language other than English.

The District will mail a copy of the statement, XXXXXX, and the District will include a link to the location on the District’s website where individuals may locate a copy of the forms needed to file a complaint of sexual harassment, XXXXXX,.

**Reporting Requirement:** Within 60 days of signing this Agreement, the District will submit to OCR documentation substantiating that it printed the anti-harassment statement in the School’s newsletter, posted it in prominent locations at the School, and published it on the School’s website. The District will also submit documentation of its mailing to the Student’s parent.

### **Notice of Nondiscrimination**

2. Within 60 days of signing this Agreement, the District will submit to OCR for review its notice of nondiscrimination pursuant to 34 C.F.R. § 106.9, which will notify students, parents/guardians, employees, and other relevant persons that it does not discriminate on the basis of sex in the education programs or activities that it operates and that it is required by Title IX not to discriminate in such a manner. The notice will state that inquiries concerning the application of Title IX should be referred to the Title IX Coordinator, and it shall include the name or title, office address, and telephone number for the District’s Title IX Coordinator. The District will publish this notice consistent with the requirements of Title IX at 34 C.F.R. § 106.9.

**Reporting Requirement:** The District will submit to OCR its notice of nondiscrimination, in accordance with the time period set forth in Item 2, above.

3. Within 45 days of written notification from OCR that the District’s notice of nondiscrimination complies with Title IX, the District will ensure that, to the extent required by Title IX at 34 C.F.R. § 106.9, each of its electronic and printed publications of general distribution that provide information to employees and students about District services and policies contain the notice of nondiscrimination. Inserts may be used pending reprinting of these publications.

**Reporting Requirement:** Within 60 days of OCR’s approval of the notice of nondiscrimination, the District will provide OCR with documentation that it has implemented Item 3, above, including copies of updated publications or inserts, as well as links to online locations for this information.

XXX—paragraphs redacted—XXX

### **Training**

4. By October 1, 2017, the District will provide Title IX training to all staff at the School who interact with students on a regular basis. The training will provide attendees with essential guidance and instruction on preventing, recognizing and appropriately responding to allegations and complaints of sex discrimination, including the differences

between sex discrimination, sexual harassment, sexual assault and sexual violence, and an understanding of the District’s responsibilities under Title IX to address allegations of sexually inappropriate behaviors, whether or not the actions are potentially criminal in nature. The District may request OCR Philadelphia staff to assist in providing the training. In addition, the training will cover the District’s new grievance procedure for Title IX complaints.

**Reporting Requirement:** Within 15 days of the completion of the training, the District will provide documentation to OCR that the training sessions required by Item 7 took place, including copies of sign-in sheets, agendas, and identification of any presenters or trainers. The District will also provide verification that any materials used during these training sessions were disseminated to any individuals covered by Item 7, who were unable to attend the training session(s), including the names and titles of the individuals who received the information.

### **Student Training**

5. Within 30 days after the completion of the training required in Item 7, the District will develop a plan to be implemented at the School for educating students and parents about issues related to harassment, including what constitutes harassment on the basis of sex, the impact it has on individual students and the educational environment, the prohibition of all forms of harassment in the educational setting, examples of prohibited conduct, the importance of reporting harassment, how and to whom to report incidents of harassment, the District’s obligation to respond appropriately to notices of sexual harassment, and potential consequences and corrective action if harassment is found. The District will train students on the plan and will implement the plan and monitor its effectiveness. In developing the plan as it relates to students, the District will consider a variety of age-appropriate approaches to student education, including, for example, small group student instruction and integration of relevant curriculum in the classrooms and expansion of relevant programs already being provided. Educational outreach for parents may include, for example, evening classes, mailings sent home and posted in the schools, and collaboration with existing parent groups.

**Reporting Requirement:** Within 15 days of the completion of the training, the District will provide OCR with documentation that it has implemented Item 8, including a copy of the plan developed by the District and a written explanation of how it has been implemented at the School.

### **Climate Checks**

6. By December 2, 2017, and by that date in the subsequent two academic years, the School will conduct a climate check or series of climate checks with students to assess the effectiveness of steps taken pursuant to this agreement or otherwise by the District, to ensure the School is free of sexual harassment. This climate check may be accomplished through a written or electronic survey, provided that students receiving

the survey also are notified of a contact person, such as a counselor, should they wish to discuss this issue in person. If this method is selected, the written survey must be provided to OCR for review and approval prior to its use. Information gathered during these climate checks will be used to inform future proactive steps taken by the District. OCR may provide assistance with the first climate survey.

**Reporting Requirement:** By January 15, 2018, and by that date in the subsequent two academic years, the District will provide OCR with documentation demonstrating implementation of a climate check pursuant to Item 9, including summaries of the information obtained and a written description of proposed actions based on that information.

### **Record Keeping**

7. Within 90 days of signing this Agreement, the District will augment its current centralized record-keeping process for documenting and tracking complaints of harassment, including sexual and disability harassment, sexual violence, and sexual assault, to ensure that the District maintains information that includes the name of the individual who reported the allegation, the identification of the alleged victim and alleged perpetrator, notes from witness interviews, documentation of investigative steps completed, and the determination, including disciplinary actions, if any of all parties involved. The District will also indicate the individual(s) responsible for maintaining and reviewing this information and the location where the records will be maintained.

**Reporting Requirement:** Within 15 days of the development of the record-keeping system described under Item 10, the District will provide OCR with a description of the process. In addition, by the same date, the District will provide OCR with a summary spreadsheet including, but not limited to, the following information: name or unique identifier of complainant, name or unique identifier of alleged perpetrator, date of alleged harassment, location of alleged harassment, allegation, date of investigation, and resolution of all incidents of alleged sexual harassment, including sexual assault, at the School during the 2016-17 school year. The District will also provide this information for the subsequent two school years by June 30, 2018, and June 30, 2019, respectively.

The District understands that OCR will not close the monitoring of this Agreement until it determines that the District has fulfilled all of the terms of this Agreement and is in compliance with the regulations implementing Title IX at 34 C.F.R. §§ 106.31(a), (b)(3), (b)(7); 106.9; and 106.71 (incorporating by reference the requirements of 34 C.F.R. 100.7(e)), which were at issue in this complaint.

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,

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 complied with the terms of this Agreement and the regulations implementing Title IX at 34 C.F.R. §§ 106.31(a), (b)(3), (b)(7); 106.9; and 106.71 (incorporating by reference the requirements of 34 C.F.R. 100.7(e)), 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 sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
Superintendent or designee

\_\_\_\_\_/4/3/2017\_\_\_\_\_  
Date