

RESOLUTION AGREEMENT

Russellville Independent SD

OCR Case No. 03-22-1372

The Russellville Independent School District (the District) agrees to resolve the above-referenced complaint by voluntarily entering into this Resolution Agreement (Agreement) with the U.S. Department of Education, Office for Civil Rights (OCR). This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures OCR that it will take the following actions to resolve this complaint and to ensure compliance with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulation at 34 C.F.R. Part 100, which prohibit discrimination on the basis of race, color, or national origin by recipients of Federal financial assistance.

Individual Remedies

1. Within 30 days of the execution of this Agreement, the District will re-open its investigation of the incident that occurred on [Redacted content], to determine if the Student was subjected to a racially hostile environment, as a result. As part of its re-investigation, the District will contact the Complainant, by email and mail, to seek input from her and the Student regarding the impact of this incident on the Student. The District will provide the Complainant and the Student the opportunity to provide input either in writing or by speaking with the individual at the District responsible for the re-investigation. In conducting the re-investigation, the District will also consider other reports or notice it had or receives regarding the Student being made fun of by peers about the teacher's comment on [Redacted content], including peers referencing the Student's [Redacted content].

If the District determines that the Student was subjected to harassment based on race and/or color that created a hostile environment for the Student, the District will offer services to the Student to remedy the effects of the harassment, including but not limited to, counseling services, as appropriate.

The District will provide the Complainant written notice of its determination, the right to appeal the determination, and explain any services it is offering to the Student to remedy the effects of the harassment.

Reporting Requirement:

2. Within 60 days of the date of this Agreement, the District will provide to OCR documentation of its investigation and determination, for OCR's review and approval, including:
 - (a) Any investigatory documents, such as notices, witness statements, or other evidence considered;
 - (b) Notice to the Complainant and the Student of their rights to provide input;
 - (c) Copies of input provided by the Complainant and Student (if any);

- (d) The District’s investigative report, including the outcome of its investigation, and appeal rights;
 - (e) The District’s proposed corrective action and remedies to the Student, including an offer of reimbursement for reasonable out-of-pocket counseling costs incurred to date, if any, related to the District’s failure to conduct an adequate investigation and/or resolution of the incident. The Complainant must provide reasonable proof of this expenditure to the District.
3. Within 30 days of OCR’s approval of the District’s investigation outcome and proposed resolution for the Student, the District will provide OCR with evidence that it sent the written offer and notice of the outcome of its investigation to the Complainant.
 4. If the Complainant requests reimbursement for out-of-pocket counseling costs for services received by the Student, the District will provide OCR with proof that it provided reimbursement to the Complainant within 60 days of receiving proof of payment.

Training

5. Within 45 days of the execution of this Agreement, the District will ensure that it has provided training to all current School staff, including administrators, about the District’s Harassment/Discrimination Policy and the District’s procedures for reporting and investigating incidents of harassment or discrimination on the basis of race or color. The training may be virtual or in-person and must specifically address:
 - (a) the District’s and School’s duty under Title VI to not discriminate based on race, color, and national origin;
 - (b) the definition of harassment and examples of racial harassment;
 - (c) the District’s policies and procedures regarding discrimination and harassment, including responsibilities of School personnel in reporting and responding to racial harassment;
 - (d) examples of remedial measures that may be taken in response to racial harassment; and
 - (e) protections from retaliation pursuant to Title VI and District policies and procedures.

Reporting Requirement:

6. Within 60 days of the execution of this Agreement, the District will provide to OCR written documentation of its training including: a list of the topics covered in the

training, copies of training agendas and handouts, information about the identity and qualifications of the trainer, and a list of attendees (by name or title).

Climate Survey

7. OCR will review the District’s Culture and Climate Assessment Report, prepared in November 2022, and will advise the District as to what additional areas pertaining to race harassment, if any, are to be addressed in a follow-up survey to all students and parents/guardians at Russellville [Redacted content]. OCR will review the District’s Culture and Climate Assessment Report to determine if the survey, at a minimum, addresses:
 - (a) The prevalence of race-based harassment in the School, including inviting those completing the survey to report any specific incidents of harassment in the [Redacted content] school years;
 - (b) The willingness to report incidents of race-based harassment to District personnel;
 - (c) The perception of the District’s handling of reports and complaints of racial harassment; and
 - (d) Suggestions for reducing incidents of racial harassment in the school and improvement in the District’s response to reports and complaints of harassment.
8. If OCR determines that an additional survey is necessary, after the School climate survey is completed, the District will review the results to assess whether any additional student or other training is needed to further improve the school climate.

Reporting Requirement:

9. If OCR informs the District that the District needs to conduct an additional climate survey, the District will provide OCR with a copy of the proposed survey for OCR’s review and approval within 45 days of receiving this notice from OCR. The District will promptly and fully address OCR’s feedback, if any, until the District receives OCR’s final approval of the survey, and notice from OCR that no further reporting is required for this item.
10. Within 30 calendar days of OCR approval of the climate survey, the District will administer the climate survey. Within 30 calendar days after the climate survey is conducted, the District will provide OCR a copy of the final survey along with a report summarizing the results of the survey, and a description of further activities, if any, the District plans to implement in response to the survey results. The District will promptly and fully address OCR’s feedback, if any, until the District receives notice from OCR that no further reporting is required for this item.

The District understands that by signing this resolution agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirement of this Agreement. Further, the District understands that during the monitoring of this Agreement, if

