

Resolution Agreement #05-10-1148
Independent School District #761, Owatonna

Independent School District #761, Owatonna (District), the U.S. Department of Education, Office for Civil Rights (OCR) and the U.S. Department of Justice (DOJ) enter into the following Agreement to resolve OCR case number 05-10-1148 and the DOJ's pending Title IV investigation concerning allegations of race, color and/or national origin discrimination. The District enters into this Agreement to ensure its compliance with Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2000d *et seq.*, and its implementing regulation, 34 C.F.R. Part 100, which are enforced by both OCR and DOJ (hereinafter "United States"), and Title IV of the Civil Rights Act of 1964 (Title IV), 42 U.S.C. § 2000c, *et seq.*, which is enforced by the DOJ. Title VI, its implementing regulation, and Title IV all prohibit discrimination on the basis of race, color, or national origin. The District has taken voluntary steps to address the allegations, including a revision of District policies and staff and student trainings. The District enters into this Agreement to create a framework for compliance. This Agreement does not cover any other pending or future complaints or investigations by the OCR and/or DOJ. By entering into this Agreement, the District does not admit any violation of Title VI or Title IV with regard to the allegations in the complaint or investigation. Nothing contained in this Agreement shall be considered, construed, or used as an admission of liability, statutory or regulatory violation, or of any other illegal act, by the District.

Action Steps

1. The District agrees to take all steps reasonably designed to ensure that students enrolled in the District are not subject to a hostile environment and to respond to allegations of harassment on the basis of race, color, or national origin. To this end, the District will promptly investigate all incidents of harassment of students on the basis of race, color, or national origin that are known or reasonably should be known to the District and will take appropriate action to respond to complaints, which may include disciplinary action against students and/or staff found to have violated District Policy 413 "Harassment and Violence" (Policy). The District will take prompt and effective responsive action reasonably designed to end the hostile environment if one has been created, prevent its reoccurrence, and, where appropriate, take steps to remedy the effects of the hostile environment on affected student(s).

Anti-Harassment Statement

2. As used in this Agreement, the term "harassment" includes the use of derogatory language (including racial epithets), intimidation, and threats, unwanted physical contact and/or physical violence, and the use of derogatory language and images in graffiti, pictures or drawings, notes, e-mails, and/or phone messages, based on race, color, and/or national origin. The term "harassment," as used in this Agreement, is not limited by any definition set forth in Minnesota criminal or civil statutes.

3. By August 1, 2011, the Superintendent and School Board will issue a statement to all District students, parents and staff that will be printed in the School's and/or District's newsletter, posted in prominent locations at the District's high school, and published on the District's website, stating that the District does not tolerate acts of harassment, including acts of harassment based on race, color, or national origin. The statement will encourage any student who believes he or she has been subjected to harassment or a hostile environment based on race, color, or national origin to report the harassment or hostile environment to the District and note the District's commitment to conducting a prompt investigation. The statement will include the appropriate contact information for the designated staff member required in accordance with item 7(h), to whom students and parents may report allegations of harassment and/or discrimination. The statement will warn that students found to have engaged in acts of harassment or other acts that create a hostile environment based on race, color, or national origin will be promptly disciplined and make clear that such discipline may include, if circumstances warrant, suspension or expulsion. The statement will encourage students, parents and District staff to work together to prevent acts of harassment of any kind. The District will distribute this statement in languages other than English as necessary (such as Somali, Spanish, etc.).

Consultant

4. The District has agreed to retain third-party consultants to study and determine what additional measures, if any, the District should take that are reasonably designed to effectively address, prevent, and respond to harassment at District schools that may be based on race, color, or national origin, and to prepare a written report for the District with recommendations of additional measures the District can and should take.
5. The District, after hiring its consultants, shall provide the consultants with all appropriate information the consultant believes is necessary for the consultant to identify any measures the District should take that are reasonably designed to effectively address, prevent, and respond to harassment that may be based on race, color, or national origin within the District. At a minimum, the consultants shall conduct interviews of: District-level officials; English Language Learner teachers; administrators; the designated staff member required in accordance with item 7(h); cafeteria staff; core curriculum teachers; school resource officers and/or local police staff assigned to monitor District schools; parents (if willing and available); a diverse group of students; members of student council (or equivalent body); and the working group maintained in accordance with item 16.
6. On or before August 1, 2011, the District shall provide the United States with a copy of the consultants' written report outlining his or her findings concerning the areas listed above, indicating a description of the investigation and identifying the District documents that were reviewed. By August 1, 2011, the District shall submit to the United States a Plan to Implement Consultants' Recommendations

(“Plan”) detailing how the District intends to implement the consultant’s recommendations for the 2011-12 school year and subsequent school years. Any and all of the consultant’s recommendations that are adopted by the District will be in addition to, and not in lieu of, any other requirements in this Agreement. If the United States has any objections to the Plan, the United States shall inform the District of its objections within twenty (20) business days after receiving the Plan.

Harassment-Related Policies and Procedures

7. The District has in place Policy 413 “Harassment and Violence”. By August 1, 2011, the District, upon recommendation from its consultant, will review and revise, as necessary, its Policy to ensure it is reasonably designed to prevent, address, and respond to incidents of harassment on the basis of race, color, or national origin. At a minimum, the District will include the following in the Policy and associated procedures:
 - a. A statement setting forth the District’s commitment to having a school environment free from all harassment on the basis of race, color, and national origin. Such statement must explain that the District prohibits race, color, and national origin harassment in the school environment, including all academic, extra-curricular and school-sponsored activities. The statement will encourage students to immediately report incidents of harassment. The statement will emphasize that staff must promptly report to the designated staff member, as required in accordance with item 7(h), all incidents of harassment of which they become aware, by whatever means they become aware. The statement will specify that the District will investigate formal and informal complaints of harassment. The District will distribute this statement in languages other than English as necessary (such as Somali, Spanish, etc.).
 - b. Examples of the type of conduct and behavior that is covered by the policy, including examples of staff-to-student and peer-to-peer conduct.
 - c. Identification of the kinds of activities and sites where prohibited conduct could occur.
 - d. An explanation of how to report harassment and/or file a complaint (formally and informally).
 - e. A requirement that school personnel report incidents of alleged student-on-student and staff-to-student harassment that may be based on race, color, and/or national origin that school personnel witness or of which they have received reports or information, whether such incidents are verbal or physical or amount to harassment in other forms.
 - f. A description of the District’s complaint procedures, including a requirement that an investigatory report be filled out by each District school’s designated staff member or his/her designee during the course of the investigation, a ten (10) business day timeframe for the District’s

investigation of a complaint and a requirement that written notice of the outcome be provided to the parties.

- i. The investigatory procedures documented in the investigatory report shall, at a minimum, include: (1) the name, race and/or national origin of the alleged victim and, if different, the name, race and/or national origin of the person reporting the allegation; (2) the nature of the allegation, a description of the incident, and the date and time (if known) of the alleged incident; (3) the name(s), race, and/or national origin of all persons alleged to have committed the alleged harassment, if known; (4) the name(s), race and/or national origin of all known witnesses to the alleged incident; (5) any written statements of the reporter, the victim (if different from the reporter), the accused student(s), and any known witnesses; (6) the outcome of the investigation; and (7) the response of school personnel and, if applicable, District-level officials, including the date any incident was reported to the Police.
- g. Identification of the means the District will use to investigate incidents of harassment, including but not limited to the following:
 - i. the various steps the District will take to conduct adequate, reliable and impartial investigations of reported incidents;
 - ii. the action steps the District will take to stop, remedy, and prevent recurrence of the harassment; and
 - iii. the District's standards for determining whether a hostile environment exists.
- h. Specific information as to the name or title and contact information (including office and email address and telephone number) for the District employee(s) responsible for receiving and/or investigating reports of harassment, including the investigatory report.
- i. A requirement that each District school's designated staff member, required in accordance with item 7(h), document all reports of incidents of harassment. It is further required that the District establish and submit to the United States a protocol for District-level recordkeeping of each of the reports submitted by the designated staff members.
- j. A recommendation that District staff who observe acts of harassment based on race, color, or national origin intervene to stop the harassment, unless circumstances would make such intervention dangerous.
- k. Prohibition of retaliation against persons who report alleged harassment or participate in related proceedings.
- l. A statement that the District will offer counseling services to any person found to have been subjected to harassment on the basis of race, color, or national origin and, where appropriate, to the person(s) who committed the harassment.

- m. Development of a plan for a comprehensive training program for District officials and administrators responsible for implementing and enforcing federal anti-discrimination and anti-harassment laws and related policies and procedures, and all appropriate school-level and security personnel.
8. The District has in place Policy 506 “Student Discipline” and Policy 403 “Discipline, Suspension, and Dismissal of School District Employees”. By August 1, 2011, the District and its consultant will examine these policies to determine whether any additional rules of behavior, offense categories, and disciplinary procedures are needed to appropriately address violations of the District’s anti-harassment policies, as developed pursuant to item 7. The District agrees that by this same date it will revise, to the extent necessary, these policies to ensure they contain such rules of behavior, offense categories, disciplinary procedures, and an explanation of the duty of staff to report harassment and the consequences for not reporting.
9. The District has in place Policy 806 “Crisis Management Policy”. By August 1, 2011, the District and its consultant shall review and, if necessary, revise and/or develop appropriate additions to this Policy including, but not limited to, a procedure whereby administrators at each of the District’s schools are notified when there is a crisis at a District school.
10. By August 1, 2011, the District will submit the policies and procedures developed pursuant to items 7, 8 and 9 to the United States for approval. The United States will approve the policies and procedures or shall inform the District of any objections within twenty (20) business days after receiving the policies and procedures. By the same date or later if objections are made, the United States shall inform the District of its approval of the policies and procedures. Within 15 business days of receipt of notice of the United States’ approval of the policies and procedures described in items 7, 8 and 9, the District will adopt, implement and publish the policies and procedures. Publication will include written notice of the District’s anti-harassment policy and procedures (including its formal and informal complaint procedures) and any changes to the student code of conduct and personnel policy pursuant to item 8, to the school community, including students, parents, and District administrators and staff. The District will make this notification through its website as well as by any other means of notification the District deems necessary to ensure that the information is widely disseminated. The District will post this statement in languages other than English as necessary (such as Somali, Spanish, etc.). The District will also make any necessary updates to its parent, student, and employee handbooks, as well as its website, and shall include the statement in any similar publications that it may create in the future.
11. Prior to the end of the 2010-2011 school year, the District shall, in consultation with its consultant, administer a school climate survey to be used on an annual basis for District students and staff to assess the presence and effect of

harassment based on race, color, or national origin within the District. Prior to administration, the District shall submit the proposed school climate survey to the United States, along with an explanation of how the District intends to implement the school climate survey this year and for subsequent school years. If the United States has any objections, the United States shall inform the District of its objections within twenty (20) business days after receiving the proposed school climate survey and implementation plan.

12. During each school year of the effective period of the Agreement, commencing with the 2010–11 school year, the District shall conduct the survey and provide a summary of the results of the survey to the United States.

Staff Training

13. By September 30, 2011, and annually thereafter, the District will provide training to all District teachers, administrators, school aides, and any other District personnel charged with supervising students, on the policies and procedures referenced in items 7 and 8 of this Agreement. The training will specifically address the responsibility of staff to report incidents of possible harassment and the procedures for doing so, and provide instruction on how to recognize, take steps reasonably designed to prevent and respond appropriately to such harassment. In developing the training, the District will take into consideration the recommendations and suggestions made by its consultant.
14. By September 30, 2011, and annually thereafter for new staff, the District will provide training to all District staff who are directly involved in processing, investigating and/or resolving complaints or other reports of race, color or national origin discrimination, including harassment complaints, and any counselors or other District personnel who are likely to receive reports of race, color or national origin harassment. The training will review the District policies and procedures referenced in items 7 and 8 of this Agreement and include instruction on how to conduct and document race, color or national origin discrimination or harassment investigations in an adequate, reliable, and impartial manner, including the appropriate legal standards to apply in such investigations, as well as outline the appropriate disciplinary measures for violations of the anti-harassment policy in accordance with the District's student code of conduct. In developing the training, the District will take into consideration the recommendations and suggestions made by its consultant.

Ongoing Improvement of District's Anti-Harassment Program

15. By October 1, 2011, the District will establish a student committee to provide a forum for students to discuss matters concerning discrimination or harassment on the basis of race, national origin or color, increase student awareness of the District's anti-harassment program, and suggest measures for improving the effectiveness of the District's program. The student committee will have the same privileges as other District extracurricular activities, including access to

meeting space in the high school and public notice about the committee, its meetings and its activities. The student committee will select at least two members to consult with the working group established pursuant to item 16. The student committee will also provide specific suggestions for developing an effective orientation program, as described in item 18, that promotes respect and tolerance for others and takes steps reasonably designed to prevent the establishment of a hostile environment based on race, color or national origin for students enrolled in the District.

16. The District has established a working group to make recommendations to the District regarding the effectiveness of the District's anti-harassment program for all students in the District. This working group will consult with students and parents to make recommendations concerning the development of an effective orientation program and to otherwise address harassment.
 - a. The District will designate an employee to coordinate the group's meetings and work.
 - b. The working group will be asked to provide District officials with input regarding strategies for preventing harassment, and ensuring that District students understand their right to be protected from discrimination, including harassment, on the basis of race, color and national origin and to be protected from retaliation for reporting alleged discrimination.
 - c. The working group also will be asked to provide continuing input to District officials regarding strategies to ensure students understand how to report possible violations of the Policy and are aware of the District's obligation to promptly and effectively respond to complaints alleging race, color or national origin discrimination, including harassment.
 - d. The working group will provide specific suggestions for developing an effective orientation program, as described in item 18, that promotes respect and tolerance for others and takes steps reasonably designed to prevent the establishment of a hostile environment based on race, color or national origin for students enrolled in the District.
 - e. The group will consider how and if outreach efforts to families can be made to garner support for the District's anti-harassment program and the role students should play in the orientation program.
 - f. The designated employee will prepare a written summary of the recommendations and suggestions of the working group.
 - g. In developing the working group, the District will take into consideration the recommendations and suggestions made by its consultant.

17. By August 1, 2011, the District will develop a monitoring program to assess the effectiveness of its anti-harassment efforts. In developing the monitoring program, the District will take into consideration the recommendations and suggestions made by its consultant. At the conclusion of each school year, the District will conduct an annual assessment of the effectiveness of its anti-harassment efforts. Such assessment shall include:
 - a. Consultation with the committee established pursuant to item 15 above;
 - b. Consultation with the working group developed pursuant to item 16 above;
 - c. Student and parent surveys and at least one public meeting each school year to identify student and parent concerns and to determine where and when harassment on the basis of race, color or national origin occurs;
 - d. A review of all reports of harassment and District responses;
 - e. Evaluation and analysis of the data collected, including a disaggregated assessment of whether the reported incidents of harassment have increased or decreased in number and severity; and
 - f. Proposed recommendations for improvement to the District's anti-harassment program and timelines for the implementation of the recommendations.

18. By September 30, 2011, and on an annual basis thereafter, the District will provide an age-appropriate orientation program at each of its schools for all students, administrators, staff, employees, agents, school security officers, counselors, and coaching staff, which will address harassment, including, but not limited to harassment based on race, color and national origin, in order to promote respect and tolerance for others and to avert the establishment of a hostile environment based on race, color or national origin for students enrolled in the District. In developing the program, the District will take into consideration the recommendations and suggestions made by its consultant, the student committee and the working group referenced in items 4, 15 and 16 above, including any recommendations relating to outreach to families in the community and student involvement in the orientation program.
 - a. The District will remind students of its commitment to having a school environment free from all harassment and explain to students what they should do if they believe they or other students are being harassed.
 - b. The program will include a review of the District's harassment policies and procedures, including an explanation of what harassment on the basis of race, color, or national origin is, as well as disciplinary sanctions related to findings of violations of its harassment policies and the policy prohibiting retaliation.

- c. The District also will provide students with the name and contact information of a District employee, such as a counselor, that the students may contact if they wish to discuss privately any concerns they have and remind students of the availability of counseling services.
- d. The District will distribute written materials (including in languages other than English, such as Somali and Spanish, as necessary) during the program that contain the information discussed.

Student-Focused Remedies

19. Prior to the end of the 2010-2011 school year, the District will host meetings inviting all of the Somali students enrolled at the District's High School for the 2009-10 and 2010-11 school years and providing them with the opportunity to discuss with District officials any concerns the students have about incidents of alleged race, color, or national origin harassment that occurred during the 2009-10 school year or that have occurred during the 2010-11 school year. During the meeting, the District will emphasize its commitment to having a school environment free from all harassment, remind attendees of the statement issued by the District in accordance with item 3 of this Agreement and inform attendees about the student committee and working group established by the District in accordance with items 15 and 16 of this Agreement. If any concerns about race, color, or national origin harassment are expressed or any specific incidents of race, color, or national origin harassment are identified during or after the meeting, the District will take appropriate steps to address the concerns and respond to the incidents. Where specific incidents of race, color, or national origin harassment are identified, the District will commence an investigation of each incident as soon as possible, but by no later than the end of the 2010-2011 school year, in accordance with the Policy. If the District determines that harassment on the basis of race, color, or national origin occurred, the District will take prompt action to address the harassment in accordance with District policies, which may include offering the victim(s) counseling, tutoring or other appropriate services and disciplinary action where appropriate. During the meeting, the District will also remind the Somali students of their right to file a formal complaint of race, color, or national origin harassment at any time they believe they have been subjected to harassment and will advise the students of the procedure they should follow if they wish to do so.

Class Assignment

20. Owatonna High School registration guidelines provide that it is the policy of the District "not to provide any course or otherwise carry out its education programs and activities separately on the basis of sex, race, religion, color, national origin, . . . Where the District finds that a particular class contains a substantially disproportionate number (80%) of individuals of one designated class, it shall take such action as is necessary to assure itself that such disproportion is not the result

of discrimination through counseling or appraised materials or by counselors.” By April 15, 2011, the District shall investigate its class assignment process for Advanced Placement and Honors course offerings. The District will take prompt and effective responsive action to enforce its policy if “the District finds that a particular class contains a substantially disproportionate number (80%) of individuals of one designated class.”

Reporting Requirements

In addition to the dates specified elsewhere in the Agreement, the District will submit monitoring reports as designated below:

21. By August 1, 2011, and annually thereafter (as appropriate to the specific items listed), the District will provide the United States with a report demonstrating implementation of items 3, 4, 5, 12, 13, 14, 15, 16, 17, 18, and 19 of this Agreement. With respect to item 3, the report will include documentation of the posting of the statement, and the location on the District’s website where the statement may be found. With respect to items 4 and 5, the District will provide documentation of the consultant’s background and expertise in the area of harassment and documentation that it has provided the consultant with access to relevant information. With respect to item 12, the District will provide a summary of the results of the survey to the United States. With respect to items 13, 14 and 18, the District will provide documentation indicating: the dates of the training and orientation provided, topics covered during the programs and the amount of time spent on each topic, and a list of the trainers. The District also shall provide a list of all school personnel by name, title, race and national origin to the extent known, as well as a list of any school personnel who did not attend training in a given year, and copies of the materials used in the training and orientation. With respect to items 15 and 16, the report will include copies of notices and other information available to high school students about the committee and its meetings and activities, a list of the persons who have joined the working group disaggregated by race, national origin and position, including the name of the person who has been designated to coordinate the working group and the names of the representatives from the student committee, and copies of the group’s recommendations and suggestions. With respect to item 19, the report will include information concerning the meeting and the results of any investigation(s) conducted by the District as a result of the meeting.
22. By August 1, 2011 the District will provide the United States with copies of written complaints, investigative reports and a summary report describing the results of any investigation conducted pursuant to item 19 of this Agreement, including the results of the investigation and the responsive action taken by the District.
23. By August 1, 2011, the District will provide the United States with a report concerning the actions taken pursuant to item 20 of this Agreement.

24. By August 1, 2011 for the 2010-11 school year and annually by the same date in each subsequent school year, the District will provide the United States with documentation of the steps it has taken to avert the formation of, or to address the existence of a hostile environment based on race, color, or national origin. Specifically, the District will provide:

- a. a copy of all written reports and a written narrative describing all oral reports of incidents involving allegations of harassment based on race, color or national origin received during the school year;
- b. a narrative of all actions taken in response to the reports, including any written documentation;
- c. a copy of any and all disciplinary sanctions issued to students and staff for violations of the policies and procedures described in items 7, 8, and 9;
- d. documentation demonstrating any remedial efforts offered and provided to the victim, perpetrators and/or witnesses of the harassing incidents, such as counseling, tutoring or other appropriate services; and
- e. a narrative of all action taken to prevent recurrence of and remediate the harassing incidents, including any written documentation.

25. By August 1, 2011, and annually by the same date in each school year, the District will provide the United States with documentation of the annual assessment conducted in accordance with item 17 of this Agreement for the 2010-11 and subsequent school years, as well as a summary of the results for each school year. The report will include copies of the documents referenced in item 17.

26. Whenever, under the terms of this Agreement, documentation is required to be given or a report or other document is required to be sent, it shall be directed to the individuals at the addresses specified below. Any party may change the designated person or address by written notice to all the other designated recipients.

United States

Nicholas Murphy
Trial Attorney
United States Department of Justice
Civil Rights Division
Educational Opportunities Section
950 Pennsylvania Ave., NW
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Washington, D.C. 20530

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Department of Education
Office for Civil Rights
Debbie Osgood
Director
United States Department of Education
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500 W Madison Suite 1475
Chicago IL 60661
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Enforcement of this Agreement

27. In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, they shall, through reasonable, good faith negotiations, agree upon such other amendments hereto that may be necessary to restore the parties as closely as possible to the relative rights and obligations initially intended by them hereunder.
28. The United States agrees to provide appropriate technical assistance to the District regarding compliance with this Agreement, if requested by the District and as deemed necessary by the United States.
29. This Agreement can be enforced only by the parties specified in this Agreement, their legal representatives and assigns. This Agreement shall be unenforceable by third parties and shall not be construed to create third party beneficiary rights.
30. If, at any time, the District desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the United States in writing, setting forth the facts and circumstances thought to justify modification of this Agreement and the substance of the proposed modification. Until the United States notifies the District in writing that it has agreed to the proposed modification, the proposed modification will not take effect. Any modifications must receive the prior written approval of the United States. This approval shall not be unreasonably withheld or delayed.

31. It is a violation of this Agreement for the District to fail to comply in a timely manner with any of its requirements without obtaining sufficient advance written agreement with the United States for an extension of the relevant time frame imposed by the Agreement.
32. If the United States believes that the District has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written permission from the United States regarding a modification of the relevant terms under the terms set forth above, the United States will so notify the District in writing and the parties will attempt to resolve the issue or issues in good faith. If the United States and the District are unable to reach a satisfactory resolution of the issue or issues raised within thirty (30) business days of the date it provides notice to the District, the United States may take steps to initiate an enforcement action. This may include administrative proceedings through the Department of Education or as a referral to the U.S. Department of Justice, or the Department of Justice taking appropriate action to enforce the terms of this Agreement and/or to enforce Title VI, its implementing regulations and/or Title IV.
33. The United States and the District shall endeavor to amicably resolve any objections the United States may have to submissions (e.g., policies and procedures, school climate survey, anti-harassment statement, implementation plan, etc.) made by the District in accordance with this Agreement. Regarding any objection, the United States will so notify the District in writing and the parties will attempt to resolve the issue or issues in good faith. If the United States and the District are unable to reach a satisfactory resolution of the issue or issues raised within thirty (30) business days of the date it provides notice to the District, the United States may take steps to initiate an enforcement action. This may include administrative proceedings through the Department of Education or as a referral to the Department of Justice, or the Department of Justice taking appropriate action to enforce the terms of this Agreement and/or to enforce Title VI, its implementing regulations and/or Title IV.
34. Failure by the United States to enforce this entire Agreement or any provision of it with regard to any deadline or any other provision shall not be construed as a waiver of the United States' rights to enforce other deadlines and provisions of this Agreement, or of the District's obligation to comply with Title VI, its implementing regulations, or Title IV.
35. This Agreement constitutes the entire Agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement, shall be enforceable.
36. This Agreement does not purport to remedy any existing or potential violations of Title VI, its implementing regulations, Title IV, or any other federal law other

than those addressed in this Agreement. The Agreement does not affect the District's continuing responsibility to comply with these laws and regulations or the United States' authority to enforce these laws and regulations.

Implementation of this Agreement

- 37. This Agreement will remain in effect until August 1, 2014, unless the United States notifies the District in writing thirty (30) business days in advance of this date that it believes the District has not complied with the Agreement. The parties will work to amicably resolve any extension of this Agreement. If the parties are unable to do so, the parties can take the actions set forth in items 35 and 36.
- 38. During monitoring of this Agreement, the United States may visit the District, interview staff, and students, and request such additional reports or data as are necessary for the United States to determine whether the District has complied with the terms of this Agreement and the provisions of Title VI and Title IV that are applicable to this complaint.
- 39. The person signing for the District represents that he or she is authorized to bind the District to this Agreement.
- 40. The effective date of this Agreement is the date of the last signature below.

For the U.S. Department of Education:

_____/s/_____
Debbie Osgood, Director
Department of Education
Office for Civil Rights

4/12/11
Date

For the U.S. Department of Justice:

_____/s/_____
Amy Berman, Principal Deputy Chief
Nicholas Murphy, Trial Attorney
U.S. Department of Justice
Civil Rights Division
Educational Opportunities Section
Washington D.C.

4/12/11
Date

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, the United States may visit the District, interview staff and students, and request such additional reports or data as are necessary for the United States to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Title VI, at §§100.3(a) and (b)(i)-(iii), and Title IV, 42 U.S.C. § 2000c *et seq.*, which were at issue in this case.

The District understands that the United States will not close the monitoring of this Agreement until March 15, 2014, or such time that the United States determines that the District has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title VI, at §§100.3(a) and (b)(i)-(iii), and Title IV, 42 U.S.C. § 2000c *et seq.*, which were at issue in this case.

Approved and agreed to on behalf of Owatonna Public School District #761, Owatonna, Minnesota.

 /s/
Name and Title

 April 11, 2011
Date