

Resolution Agreement
OCR #05-14-1021
Wolf Branch School District

Wolf Branch School District (District) submits the following Agreement to the U.S. Department of Education, Office for Civil Rights (OCR) to resolve case number 05-14-1021. The District submits this Agreement to ensure its compliance with Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2000d, and its implementing regulation, 34 C.F.R. Part 100, which prohibit discrimination on the basis of race, color or national origin, with respect to the allegation raised in the complaint.

The District's voluntary submission of the Agreement is for the purpose of resolving case number #05-14-1021 and shall not constitute an admission of liability or wrongdoing. The District has at no time hereto been subject to a finding of violation by OCR. Since OCR opened its investigation, the District has taken voluntary steps to address the allegation and climate issues alleged, including meeting with outside organizations in an advisory capacity and creating working groups.

The District agrees to take the following actions:

Definition

As used in this Agreement, the term "harassment" includes the use of derogatory language (including epithets); intimidation; threats; unwanted physical contact and/or physical violence; and the use of derogatory language and images in graffiti, pictures, drawings, notes, e-mails, postings on internet and social networking sites and/or phone messages, based on race, color or national origin.

Action Steps

1. Effective immediately, the District agrees to take all steps necessary to ensure that students enrolled at the District's Wolf Branch Middle School (School) are not subjected to a hostile environment on the basis of race, color or national origin. To this end, the District will promptly investigate all incidents of alleged harassment of students on the basis of race, color or national origin of which it has notice and will take appropriate disciplinary action against students who violate Board Policy 7:180, "Prevention of and Response to Bullying, Intimidation and Harassment" Policy (Policy), as amended pursuant to Item 3.

Board Policy 2:260, "Uniform Grievance Procedures" (Grievance Procedures) allows for the filing of complaints specifically alleging a violation of Title VI. In responding to complaints of harassment of students on the basis of race, color or national origin filed under the Grievance Procedures, as amended pursuant to Item 3, the District will promptly investigate all incidents of alleged harassment of students on the basis of race, color or national origin of which it has notice and will take appropriate disciplinary action against students found to engaged in harassment in violation of Title VI.

In responding to incidents of harassment based on race, color or national origin, the District will take prompt and appropriate responsive action to end the hostile environment if one has been created, prevent its recurrence, and, where appropriate, take steps to remedy the effects of the hostile environment on the affected students, including by offering counseling and other appropriate services to the affected students.

REPORTING REQUIREMENT: By September 30, 2015, and annually by the same date in each subsequent school year during the pendency of this Agreement, the District will provide OCR with documentation of the steps it has taken to avert the formation of, or to address the existence of, a hostile environment for School students based on race, color or national origin in accordance with Item 1. Specifically, the District will provide:

- a. A copy of all written reports, and a written narrative describing all oral reports, received by the District of incidents involving allegations of harassment based on race, color or national origin at the School;
- b. A review of the District's response to each report of harassment to ensure they comport with the requirements of the Policy or Grievance Procedures, as amended pursuant to Item 3.
- c. A narrative of all actions taken in response to the reports, including any written documentation;
- d. A copy of any and all disciplinary sanctions issued to students and staff for violations of the policies and procedures described in Items 3 and 4 of the Agreement concerning harassment on the basis of race, color or national origin;
- e. Documentation demonstrating any remedial efforts offered and provided to the persons who were the target(s) of the harassment, such as counseling, tutoring or other appropriate services;
- f. An evaluation and analysis of the data collected, including an assessment of whether the reported incidents of harassment have increased or decreased in number and severity.
- g. A narrative of all interim and permanent action taken to prevent the recurrence of the harassing incidents, including any written documentation; and
- h. Notification in writing if no reports, as described in (a) above, were made during the corresponding school year.

Anti-Harassment Statement

2. Prior to the beginning of the 2015-16 school year, and annually prior to the start of each subsequent school year during the pendency of this Agreement, the Superintendent and School Board will issue a statement to all District students, parents and staff that will be printed in the District newsletter, posted in prominent locations at District schools, 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 District 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; identify a person (and an alternate)

by name, title, telephone number and email address to receive the report of harassment; and note the District's commitment to conducting a prompt, impartial and thorough investigation. The statement will warn that students found to have engaged in acts of harassment, retaliation 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 and expulsion. The statement will encourage students, parents and District staff to work together to prevent acts of harassment of any kind.

REPORTING REQUIREMENT: By September 30, 2015, and annually by the same date during the pendency of this Agreement, the District will provide OCR with documentation demonstrating implementation of Item 2. In particular, the District will provide OCR with a copy of the statement issued by the Superintendent and School Board, documentation of the posting of the statement and the location on the District's website where the statement may be found.

Harassment-Related Policies and Procedures

3. During OCR's investigation, the District provided OCR a copy of the Policy and Grievance Procedures, which the District utilizes in responding to incidents of harassment on the basis of race, color or national origin.

By April 24, 2015, the District will revise the Policy and Grievance Procedures so as to include:

- a. A requirement the reports of the bullying and/or harassment of a student based on race, color, national origin, sex, disability and age are processed and reviewed under the requirements of both the Policy and Grievance Procedures.
- b. A requirement in the Policy and Grievance Procedures that, in determining whether a hostile environment exists, the District will utilize the preponderance-of-the-evidence standard.
- c. A recommendation in the Policy 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.
- d. An explanation in the Policy of the duty of all staff to report harassment to the designated District employee(s) and the consequences for not reporting.

REPORTING REQUIREMENT: By May 1, 2015 the District will submit to OCR for review and approval a copy of the Policy as revised in accordance with Item 3.

- a. Within 15 days of receipt of notice of OCR's approval of the Policy and Grievance Procedures described in Item 3, 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, 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 effective to ensure that the information is widely disseminated. As necessary, the District will also update its parent, student, and employee handbooks, as well as its website. The District will make these policies and procedures available in languages other than English, as necessary, to ensure that all District students and their parents are aware of and understand the Policy and Grievance Procedures.

Within 30 days of receipt of notice of OCR's approval of the Policy and Grievance Procedures described in Item 3, the District will submit documentation to OCR demonstrating their publication.

Staff Training

4. By September 30, 2015 for the 2015-16 school year, and annually by the same date in each subsequent school year during the pendency of this Agreement, the District will provide effective training to all District teachers, administrators, staff, school aides, and any other District personnel charged with supervising students on the policies and procedures referenced in Items 3 and 4. The training will specifically address the responsibility of staff to report incidents of possible harassment to the designated District employee(s), the procedures for doing so, and provide instruction on how to recognize, prevent and respond appropriately to such harassment. The District will also develop a mechanism by which to assess the effectiveness of its training program.
5. By September 30, 2015 for the 2015-16 school year, and annually by the same date in each subsequent school year for new staff during the pendency of this Agreement, the District will provide effective 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 confidential reports of race, color or national origin harassment. The training will review the District policies and procedures referenced in Item 3 and include instruction on how to conduct and document adequate, reliable, and impartial race, color or national origin discrimination or harassment investigations, including the appropriate legal standards to apply in such investigations. The District will also develop a mechanism by which to assess the effectiveness of its training program.

REPORTING REQUIREMENT: By October 6, 2015 for the 2015-16 school year, and annually by the same date in each subsequent school year during the pendency of this Agreement, the District will submit a report to OCR with supporting documentation demonstrating that the training referenced in Items 4 and 5 has been provided. The District will also provide a copy of the materials used in the training, the identity of the individual(s) who provided the training, the sign-in sheets identifying staff who attended the trainings, and documentation demonstrating its assessment of the effectiveness of the training.

Ongoing Improvement of District's Anti-Harassment Program

6. By September 30, 2015 for the 2015-16 school year, and annually by the same date in each subsequent school year during the pendency of this Agreement, the District will deliver effective orientation program for all School students, administrators, staff, employees, agents, school security officers, counselors, and coaching staff, which will address harassment, including, but not limited to, racial harassment, color harassment, and national origin harassment, 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. The program will also address retaliation and intimidation. 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. 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 and intimidation. The District will also 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 confidentially discuss any concerns they have, and remind students of the availability of counseling services. The District will distribute written materials during the program that contain the information discussed. All written materials distributed by the District during the program will be made available in languages other than English, including Spanish, as necessary.

REPORTING REQUIREMENT: By October 6, 2015 for the 2015-16 school year, and annually by the same date in each subsequent school year during the pendency of this Agreement, the District will submit a report to OCR with supporting documentation demonstrating that the orientation program referenced in Item 6 has been delivered for the corresponding school year. The District will also provide a copy of the materials used in the orientation, the identity of the individual(s) who provided the orientation, as well as sign-in sheets identifying staff who attended the orientation.

7. By April 6, 2015, the District shall develop a school climate survey to be used on an annual basis during the effective period of this agreement for School students and staff to assess the educational environment being provided for District students and the presence and effect of harassment based on race, color or national origin within the School.

REPORTING REQUIREMENT: By April 13, 2015, the District shall submit the proposed school climate survey to OCR along with an explanation of how the District intends to implement the school climate survey for the 2014-15 school year and subsequent school years.

8. By May 1, 2015, and annually by the same date thereafter during the pendency of this Agreement, the District shall conduct the survey described in Item 7. By June 15, 2015, and annually by the same date in each subsequent year during the pendency of this Agreement, the District will review the survey results to determine the need for any

additional District action in its effort to prevent, and effectively respond to, the incidents of harassment within the School.

REPORTING REQUIREMENT: By June 30, 2015, and annually by the same date in each subsequent school year during the pendency of this Agreement, the District shall provide a summary of the results of the climate survey to OCR along with a description of any actions the District plans to take in response to the survey results, and upon request, will provide OCR access to the underlying survey results.

9. During the pendency of this Agreement, the District shall maintain its Advisory Program for students at the School. Among other topics covered, the Advisory Program shall specifically provide programming for School students that: 1) allows for discussion on matters concerning harassment on the basis of race, national origin or color; 2) increases student awareness of the District's anti-harassment program; and 3) allows students to suggest measures for improving the effectiveness of the District's anti-harassment efforts.

REPORTING REQUIREMENT: By September 30, 2015, and annually by the same date in each subsequent school year during the pendency of this Agreement, the District will provide OCR a report demonstrating its compliance with Item 9. The report will include a summary describing of all Advisory Program activities for the previous school year and a copy of all related documentation and materials.

10. During the pendency of this Agreement, the District shall maintain its Cultural Diversity Committee. The District will ensure that the Cultural Diversity Committee is comprised of District personnel, parents, and community members who will make recommendations to the District regarding the effectiveness of its anti-harassment program for all students in the District. The Cultural Diversity Committee will provide the District with input regarding strategies for: 1) preventing harassment; 2) ensuring that District students understand their rights to be protected from discrimination on the basis of race, color or national origin, including harassment, as well as retaliation for reporting discrimination; and 3) ensuring students understand how to report possible violations of board policies, and to make them aware of the District's obligation to promptly and effectively respond to complaints alleging race, color or national origin discrimination, including harassment. The Committee will also 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.

The District will designate an employee to coordinate the Committee's meetings and work. The District will document the manner by which the Committee will provide District officials input regarding strategies referenced above. The Committee will consider methods for outreach to families to garner support for the District's anti-harassment program. The designated employee will prepare a written summary of the steps the Committee has recommended.

REPORTING REQUIREMENT: By September 30, 2015, and annually by the same date in each subsequent school year during the pendency of this Agreement, the District will provide OCR a report demonstrating its compliance with Item 10. The report will

include: 1) a copy of all notices made available to School parents and the public about the Committee; 2) a list of the persons who have joined the Committee; 3) the name of the person who has been designated to coordinate the Committee; 4) a summary describing any actions taken by the Committee; and 5) a copy of all recommendations submitted to the District by the Committee.

Student-Focused Remedy

11. By April 10, 2015, the District will issue a payment to the Complainant in the amount of \$75.00, as reimbursement for costs incurred by the Complainant in November 2013 for psychotherapy services she obtained for Student A in response to the alleged race-based harassment he endured at the School during the period at issue in the OCR complaint.

REPORTING REQUIREMENT: By April 17, 2015, the District will provide a report to OCR with supporting documentation demonstrating it has complied with the requirements of Item 11.

Implementation of this Agreement

Based on the terms and reporting requirements of this Agreement, OCR anticipates closing its monitoring of this Agreement by November 15, 2016.

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 regulation implementing Title VI, at §§100.3(a) and (b)(i)-(iii), which were at issue in this case.

The District understands that OCR will not close the monitoring of this Agreement until such time that OCR 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), which were at issue in this case.

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 the 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.

Approved and agreed to on behalf of Wolf Branch School District.

Scott Harres
Superintendent
Wolf Branch School District

Date