

RESOLUTION AGREEMENT
OCR Case No. 05-15-1051
Sandwich Community Unit School District 430

Sandwich Community Unit School District 430 (District) enters into this Resolution Agreement (Agreement) with the U.S. Department of Education, Office of Civil Rights (OCR) to ensure its compliance with Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. §§ 2000d – 2000d-7, and its implementing regulation at 34 C.F.R. Part 100, Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681-1688, and its implementing regulation at 34 C.F.R. Part 106, and Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, which prohibit discrimination on the basis of race/national origin, sex, and disability, respectively, by recipients of Federal financial assistance, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131-12134, and its implementing regulation at 28 C.F.R. Part 35, which prohibits discrimination on the basis of disability by public entities. To ensure compliance with above-referenced statutes and their implementing regulations with respect to the issues raised in this complaint, the District voluntarily agrees to take the following actions. Nothing in this Agreement shall be construed to be an admission of liability or wrongdoing by the District.

Definition

As used in this Agreement, the terms “harassment” or “bullying” include 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. When such conduct is based on race, color, national origin, sex, or disability, it violates the civil rights laws cited in the preceding paragraph. Harassment or bullying does not have to include intent to harm, be directed at a specific target, or involve repeated incidents. Moreover, the harassment or bullying on any basis of a student with a disability may result in the denial to that student of a free appropriate public education (FAPE).

Anti-Harassment Statement

1. By June 1, 2015, the Superintendent and School Board will issue a statement to all District students, parents and staff that will be printed in the School’s newsletter, posted in prominent locations at the school, and published on the District’s website, stating that the District does not tolerate any acts of harassment or bullying, including acts of harassment based on race, color, or national origin, sex or disability. The statement will encourage any student who believes he or she has been subjected to harassment on any basis, including harassment or a hostile environment based on race, color, national origin, sex or disability, to report the harassment or hostile environment to the District and note the District’s commitment to conducting a prompt investigation. 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, national origin, sex or disability, will be promptly disciplined and make clear that such discipline may include, if circumstances

warrant, suspension and/or expulsion. The statement will encourage students, parents and District staff to work together to prevent acts of harassment of any kind.

REPORTING REQUIREMENTS: By July 24, 2015, the District will provide OCR with documentation demonstrating implementation of item 1. In particular, the District will provide 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

2. By July 24, 2015, the District will review and revise, as necessary, the District's EEO Policy, Harassment/Bullying Policy, Uniform Grievance Procedure, and Bullying Policy (collectively referred to as Policies hereafter) to ensure they adequately address and provide the District sufficient options for responding promptly and appropriately to incidents of harassment on any basis, including race, color, national origin, sex or disability and are uniformly implemented in every school in the District. At a minimum, the revised Policies will provide the following:
 - a. A statement setting forth the District's commitment to having a school environment free from all harassment on the basis of race, color, national origin, sex or disability. Such statement must explain that the District prohibits race, color, national origin, sex or disability harassment in the school environment, including all academic, extra-curricular and school-sponsored activities. The statement will encourage students to report immediately incidents of harassment. The statement will emphasize that staff are required to report promptly incidents of harassment that they witness or that are brought to their attention to the designated school administrators. The statement will specify that school administrators and/or the District will investigate formal and informal complaints of harassment and will document such investigations.
 - b. Examples of the type of conduct and behavior that is covered by the Policies, including examples of staff-to-student and student-to-student conduct.
 - c. Identification of the kinds of activities and sites where prohibited conduct could occur.
 - d. An explanation that students who engage in harassment will be disciplined consistent with the District's student code of conduct.
 - e. An explanation of how to report harassment and/or file a complaint (formally or informally).
 - f. A description of the District's formal complaint procedures, including a Complaint Form, timeframes for the District's investigation of a complaint and a requirement that written notice of the outcome be provided to all parties.

- g. 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 the Complaint Form and/or investigating reports of harassment.
- h. A requirement that the designated school administrator(s) and District employee(s) document all written and verbal reports of incidents of harassment and that the District establish a uniform protocol for recordkeeping to be used by all the schools in the District.
- i. A recommendation that District staff who observe acts of harassment based on race, color, national origin, sex or disability intervene to stop the harassment, unless circumstances would make such intervention dangerous.
- j. Prohibition of retaliation against persons who report harassment or participate in related proceedings.
- k. A statement that the District will provide counseling services to any person found to have been subjected to harassment on the basis of race, color, national origin, sex or disability, or to any student with a disability found to have been subjected to harassment or bullying on any basis and whom the District determined was denied a FAPE.
- l. 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. an assurance that the District will take action to stop the harassment, remedy the harassment, and prevent recurrence; and
 - iii. the District's standards for determining whether a hostile environment exists.

REPORTING REQUIREMENTS: By July 24, 2015 the District will submit its revised Policies complying with item 2 to OCR for review and approval.

- 3. By July 24, 2015, the District will review and revise, as necessary, its School student code of conduct to determine whether it contains rules of behavior, offense categories, and disciplinary procedures to appropriately address violations of the District's Policies, as developed pursuant to item 2. The District will revise the student code of conduct to the extent necessary to ensure it contains such rules of behavior, offense categories, and disciplinary procedures.

REPORTING REQUIREMENTS: By July 24, 2015, the District will submit the student code of conduct complying with item 3 to OCR for review and approval.

4. Within 30 days of receipt of notice of OCR's final approval of the Policies and code of conduct described in items 2 and 3, the District will adopt, implement and publish the Policies and code of conduct. Publication will include written notice of the District's Policies and code of conduct, 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.

REPORTING REQUIREMENTS: By October 30, 2015, the District will provide OCR with a report demonstrating implementation of item 4. In particular, the District will provide copies of publications showing the revised documents, copies of any handbooks revised for each school, and the location on the District's and schools' website where the Policies may be found.

Staff and Student Training

5. By September 30, 2015, and by September 30, 2016, and annually thereafter, the District will provide effective training to all school teachers, administrators, school aides, and any other District personnel charged with supervising students on the Policies and code of conduct referenced in items 2 and 3 of this Agreement. The training will specifically address the responsibility of staff to report incidents of possible harassment based on race, color, national origin, sex or disability, and the procedures for doing so, and provide instruction on how to recognize, prevent and respond appropriately to such harassment, including the need to discipline students, consistent with the District's student code of conduct, found to have engaged in prohibited harassment.

REPORTING REQUIREMENTS: By October 30, 2015 and by October 30, 2016, the District will provide OCR with a report demonstrating implementation of item 5. In particular, the District will provide documentation indicating the date of the training, lists of the trainers and attendees, topics covered during the programs and the amount of time spent on each topic, and copies of the materials used in the training.

6. By September 30, 2015 and by September 30, 2016, and annually thereafter for new staff, the District will provide effective training to all School staff who are directly involved in processing, investigating and/or resolving complaints or other reports of race, color, national origin, sex, or disability discrimination, including harassment complaints and any counselors or other District personnel who are likely to receive confidential reports of race, color, national origin, sex, or disability harassment. The training will review the District Policies and code of conduct referenced in items 2 and 3 of this Agreement and include instruction on how to conduct and document adequate, reliable, and impartial

race, color, national origin, sex and disability discrimination or harassment investigations, including the appropriate legal standards to apply in such investigations.

REPORTING REQUIREMENTS: By October 30, 2015 and by October 30, 2016, the District will provide OCR with a report demonstrating implementation of item 6. In particular, the District will provide documentation indicating the date of the training, lists of the trainers and attendees, topics covered during the programs and the amount of time spent on each topic, and copies of the materials used in the training.

7. By September 30, 2015 and by September 30, 2016, and for at least two years, the District will provide an age appropriate orientation program for all School students, administrators, staff, employees, agents, security officers, counselors, and coaching staff, which will address harassment, including, but not limited to, racial harassment, color harassment, national origin harassment, sexual harassment, and disability harassment, in order to promote respect and tolerance for others and to avert the establishment of a hostile environment based on race, color, national origin, sex and/or disability for students enrolled in the District. 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 Policies and code of conduct, including an explanation of what harassment on the basis of race, color, national origin, sex, or disability is, as well as disciplinary sanctions related to findings of violations of its Policies and code of conduct. 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 (including in languages other than English as necessary) during the program that contain the information discussed.

REPORTING REQUIREMENTS: By October 30, 2015 and by October 30, 2016 for at least two years, the District will provide OCR with a report demonstrating implementation of item 7. The District will provide documentation indicating the dates of the orientation, lists of the presenters, topics covered during the program and the amount of time spent on each topic, and copies of the materials used in the orientation.

Student Focused Remedies

8. a. Effective in the 2015-2016 school year, and for each year thereafter in which Student A is enrolled in a District school, the District will take any steps necessary to ensure that Student A is not subjected to harassment or bullying on any basis, including XXXXXXXXXXXXX-based harassment, or a hostile environment on the basis of race/national origin, sex or disability on District grounds and in District sponsored activities. These steps will include, but are not limited to, developing a safety plan, identifying a specific contact person(s) to whom Student A should report incidents of harassment or bullying if they occur, identifying a safe place in the school where Student A can go during the day, as needed, developing a plan to ensure Student A does not have

contact with the students who subjected him to the harassment/bullying, and checking in with Student A on a periodic basis (at least monthly) to ascertain whether any instances of harassment, bullying or retaliation have occurred and taking prompt and appropriate action in accordance with this Agreement if any such harassment, bullying and/or retaliation has occurred.

b. By September 15, 2015, the District will invite Student A and the Complainant to a meeting with a designated District Administrator to discuss XXXXXXXXXXXX-based harassment and/or bullying experienced by Student A during the 2012-2013, 2013-2014 and 2014-2015 school years, including its impact on Student A, and the District's responses to the harassment and/or bullying. In its letter inviting Student A and the Complainant to the meeting, the District shall ask Student A and the Complainant to identify in writing specific incidents of XXXXXXXXXXXXXXXXXXXX-based harassment and/or bullying experienced by Student A during the 2012-2013, 2013-2014, and 2014-2015 school years for which an investigation is requested to look into the actions the District took in response to the harassment and bullying and to describe the steps it will take in the future to prevent recurrence, including the disciplining of other students. In addition, the District will inform the Complainant that she may provide information to the District including the names or other identifying information of students involved in the incidents and supporting documentation of the harm that Student A experienced during this time period resulting from the harassment and/or bullying at School. Documentation may include a report from Student A's treatment providers establishing the harm to Student A as a result of harassment and/or bullying that is alleged to have occurred during this time period. The District will also remind Student A of his right to report and/or file a complaint of harassment and/or bullying at any time, and will advise Student A of the procedures he should follow if he wishes to do so.

c. By October 30, 2015, the District will take all steps necessary to investigate and address the harassment and/or bullying identified by the Complainant in connection with item 8(b) of this Agreement, and remedy any harm caused to Student A, consistent with the Complainant's request. Possible steps may include the imposition of discipline on the students responsible for harassing and/or bullying Student A. The District will provide written notice to the Complainant and Student A of the results of its actions under this item of the Agreement. The District will also provide written notice to the School Board.

d. After providing proper written notice to the Complainant, the District will convene a group of knowledgeable persons to determine whether Student A was denied a FAPE during the 2012-2013, 2013-2014, or 2014-2015 school years as the result of any harassment and/or bullying found to have occurred pursuant to the District's investigation in items 8(a) and 8(b). If the group determines that Student A was denied a FAPE at any time during the relevant school years, it shall determine whether Student A is in need of compensatory and/or remedial services as a result of the District's denial of FAPE. Additionally, the group shall identify and develop appropriate transition services for Student A to address and prevent any potential denials of FAPE resulting from any harassment and/or bullying that may occur in the District's high school. Within one week of the group's determination, the District will inform the Complainant in writing of

any compensatory and/or remedial services recommended by the group for Student A within the next 365 days. In addition, the District will provide the Complainant with notice of the procedural safeguards including the right to challenge the group's determination through an impartial due process hearing.

e. By September 30, 2015, the District will conduct a thorough evaluation of the impact of harassment and/or bullying on Student A's grades during the 2012-2013, 2013-2014, or 2014-2015 school years. The District will recalculate and change Student A's grades if appropriate to ameliorate the effects of the harassment.

f. By September 15, 2015, the District will inform the Complainant, in writing, that she may submit to OCR for reimbursement by the District receipts for expenses that she personally incurred for Student A during the 2013-2014 or 2014-2015 school years, for psychiatric and psychological therapy and/or counseling services (hereafter collectively referred to as "therapy services") for Student A as a result of harassment and/or bullying that occurred at School, and for which documentation from the licensed treatment provider substantiates any claim for reimbursement and states that the therapy services were provided to address the effects of the harassment and/or bullying that Student A experienced at a District school. OCR, upon confirming that the request(s) for reimbursement meet the criteria set forth in this Item of the Agreement, shall provide the request for reimbursement and supporting documentation to the District for payment directly to the Complainant.

The District will further inform the Complainant, in writing, that it will reimburse her expenses for therapy services incurred while Student A remains a student in the District to the extent that documentation from the licensed treatment provider substantiates any claim for reimbursement and states that the therapy services were provided to address the effects of the harassment and/or bullying that Student A experienced at a District school. The Complainant shall produce such supporting documentation to the District with any request for reimbursement and the District shall reimburse the Complainant within 30 days of receiving such documentation.

In the event the District should object to any documentation produced by the Complainant with respect to requests for reimbursement for therapy services incurred after the date of the execution of this Agreement, it will notify OCR in writing, and OCR will determine whether the disputed documentation verifies 1) that the expenses for therapy services were personally incurred by the Complainant; and 2) that the therapy services were rendered by a licensed treatment provider to address the effects of bullying and/or harassment experienced by Student A at a District school. When appropriate, the District shall reimburse the Complainant within 30 days of receiving OCR's written determination that the documentation in fact substantiates the Complainant's claim(s) for reimbursement.

REPORTING REQUIREMENTS:

The District will provide documentation to OCR that it has implemented item 8(a) of the Agreement for review and approval by the following dates: (1) by September 30, 2015 the District will provide the name of the designated contact person for Student A; and (2) by December 15, 2015, March 15, 2016, and June 30, 2016, the District will provide (a) a copy of the safety plan for Student A, (b) documentation of the periodic check-ins with Student A's contact person, and, if applicable, (c) a description of the steps the District has taken in response to information that Student A has been subjected to harassment, bullying or retaliation, and (d) any no contact orders, if applicable.

By October 30, 2015, the District will provide documentation to OCR that it has implemented item 8(b) of the Agreement for review and approval.

By October 30, 2015, the District shall provide documentation to OCR that it has implemented item 8(c) of the Agreement for review and approval. In particular, the District will provide all documents related to its investigation of the harassment and/or bullying of Student A, including notes of all interviews, and will provide documentation describing the disciplinary actions taken by the District, as well as the justification for each disciplinary action or for a decision not to take additional disciplinary action in connection with any incidents of alleged harassment and/or bullying.

By December 30, 2015, the District will provide documentation to OCR regarding its implementation of item 8(d) of the Agreement for review and approval. In particular, the District shall report the results of the group's determination regarding the provision of any compensatory and/or remedial services for Student A. The District shall provide OCR with a copy of the notice provided to the Complainant, documentation showing the participants in the meeting, a narrative statement providing an explanation for the group's decisions, a description of the information that the group considered, a description of and, if applicable, a schedule for providing any compensatory and/or remedial services to Student A, and documentation that the District provided the procedural safeguards to the Complainant. Prior to approving the proposed services, OCR will review the documentation to ensure that the group met the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making its determination.

By December 30, 2015, the District will provide documentation to OCR demonstrating its implementation of items 8(e) and 8(f) of the Agreement for review and approval. In particular, the District shall provide copies of Student A's modified grades, if any changes to his grades were made, as well as a copy of all documentation submitted by the Complainant seeking reimbursement for counseling/therapy services for Student A, as well as proof of reimbursement by the District, in the event reimbursement is sought.

Data Maintenance

9. On an annual basis, the District will maintain the following data:

- a. all written reports and a written narrative describing all oral reports of incidents involving allegations of harassment based on race, color, national origin, sex or disability, or harassment on any basis against a student with a disability;
- b. a narrative of all actions taken in response to the reports, including any written documentation;
- c. a copy of all disciplinary sanctions issued to students for violations of the Policies described in items 2 and 3;
- d. documentation demonstrating any remedial efforts offered and provided to the victim of the harassing incidents, such as counseling, tutoring or other appropriate services; and,
- e. a narrative of all action taken to prevent recurrence of the harassing incidents, including any written documentation.

REPORTING REQUIREMENT: By July 30, 2015, and by July 30, 2016, the District will provide the data referenced in item 10 to 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 regulation implementing Title VI, Section 504 and Title IX at 34 C.F.R. §§ 100, 104 and 106, respectively, and Title II at 28 C.F.R. § 35, which were at issue in this case.

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 regulation implementing Title VI, Section 504, Title IX, and Title II, 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 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.

Approved and agreed to on behalf of Sandwich Community Unit School District 430, Sandwich, Illinois.

Name and Title

Date