

**Resolution Agreement #05-16-1067  
Prospect Heights School District 23**

The U.S. Department of Education, Office for Civil Rights (OCR), and the Prospect Heights School District 23 (District) enter into this Resolution Agreement (Agreement) to resolve the above-referenced complaint. The District assures OCR that it will take the following actions to comply with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. §§ 2000d – 2000d-7, and its implementing regulation, 34 C.F.R. Part 10, which prohibits discrimination based upon race, color, or national origin in any education program or activity receiving Federal financial assistance.

1) By November 30, 2020, the District will issue a statement that the District does not tolerate harassment, including acts of harassment based on race. The statement will encourage any student or parent who believes any student has been subjected to harassment to report the incident(s) to a District Administrator, and note the District's commitment to conducting a prompt investigation. The statement will identify the District Administrator(s) responsible for investigating complaints of harassment and will make clear that students found to have engaged in harassment based on race will be disciplined. The District will issue the statement to its students, administrators, faculty, and staff, including staff in the District's Extended Day Program, and will send the statement by email to parents, administrators, faculty, and staff. The District will also post the statement in prominent places at the District and on its website.

**REPORTING REQUIREMENTS:** By December 15, 2020, the District will provide OCR with documentation that it has issued and posted the statement required by this item.

2) By June 30, 2021, the District will provide effective training to all administrative staff, including staff members in the Extended Day Program, at Betsy Ross Elementary School (School A) and administrators at Anne Sullivan Elementary School (School B). The training will cover, at a minimum how to recognize and identify racial harassment; the obligation of employees to report possible racial harassment; the District's current grievance procedures; and the District's responsibilities under Title VI to respond appropriately and effectively to racial harassment found to have occurred. During the training, the District will provide copies of its Title VI grievance procedures to all attendees or indicate where the procedures can be accessed online or in printed District materials.

**REPORTING REQUIREMENTS:** By June 30, 2021, the District will provide OCR with documentation that it has provided the training referenced in this item, including the dates of the training, the names and titles of the trainer(s), a copy of any materials used or distributed during the training, and a list of District employees who successfully completed the training. The District will note if any staff members missed the training and provide the District's plan to ensure they receive the training.

3) The District will arrange a meeting with the Complainant and District administrator(s) upon the Complainant's written request. The meeting will address steps the District has taken pursuant to this Agreement, including steps the District has taken or will take to train District staff and students on race harassment. OCR will inform the Complainant of her right to request

this meeting, which may be held in person or over telecommunication technology, and which may be requested at any time up until January 31, 2021. Further, if Student A re-enrolls in the District at any time, the District will provide Student A with appropriate counseling, if requested by the Complainant, to address the racial harassment Student A experienced during the 2014-2015 school year.

**REPORTING REQUIREMENTS:** By February 15, 2021, the District will provide to OCR a narrative statement regarding whether or not the Complainant requested a meeting as described in this item. If a meeting occurs, the District will provide OCR with a summary of the issues discussed and the District personnel present at the meeting.

4) By January 31, 2021, the District will provide age-appropriate training for students at School A and School B to ensure that students are aware of the federal laws that prohibit the District from discriminating against students based on race, including the prohibition against racial harassment; and how and with whom to report any incidents of race discrimination, including racial harassment. Due to current pandemic conditions, the training may be conducted in-person, remote, recorded, synchronous, asynchronous, or any combination of the above that the District determines is appropriate.

**REPORTING REQUIREMENTS:** By February 15, 2021, the District will provide OCR with documentation that it has provided the training referenced in this item, including (as applicable) the format of the training, the dates of the training, the names and titles of the trainer(s), and a copy of any materials used or distributed as part of the training.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the District understands that, during the monitoring of this Agreement, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement. Upon the District's satisfaction of the commitments made under this Agreement, OCR will close 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 or judicial proceedings to enforce the specific terms and obligations of this Agreement, OCR shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the District's representative below.

\_\_\_\_\_  
Superintendent or designee

\_\_\_\_\_  
Date