

Resolution Agreement
Chicago Public Schools District #299/ Martin Luther King Jr. College
Preparatory High School
OCR Case No. 05-19-1192

The U.S. Department of Education, Office for Civil Rights (OCR) and the Chicago Public Schools District #299 (District) enter into this Resolution Agreement (Agreement) to resolve the allegation of the above-referenced complaint. The Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures OCR that it will take the following actions to comply with the requirements of Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681–1688, and its implementing regulations, 34 C.F.R. Part 106, which prohibit discrimination on the basis of sex and retaliation in any education program or activity operated by a recipient of Federal financial assistance from the Department.

1. By September 30, 2019, the District will provide training to the former Principal of Martin Luther King Jr. College Preparatory High School (School) on the District’s policy against retaliation and the Title IX prohibition against retaliation.

REPORTING REQUIREMENT: By September 30, 2019, the District will provide to OCR documentation that the District has provided the training referenced in Item #1, including the date(s) of the training(s), the name(s) and title(s) of the trainer(s), a copy of any materials used or distributed during the training, and a documentation showing the former School Principal received the training.

2. By September 30, 2019, the District will send a letter to all students who attended the School XXXXXXXXXXXXXXXXXXXX during the 2018-2019 school year. In the letter, the District will inform students that if they participated in student-led protests or otherwise expressed opposition to School policies that the student viewed as discriminatory based on sex during the 2018-19 school year and have concerns that the student personally experienced retaliation because of the student’s participation in these activities, the student may complain of retaliation by submitting a complaint to the Office of Student Protections and Title IX (OSP) by no later than October 31, 2019. The letter will include contact information for the OSP and will direct students to provide the following information in the complaint to the OSP:
 - a. A description of their involvement in student-led protests or other complaints about policies the former Principal implemented during the last school year that the student viewed as discriminatory based on sex, including the dress code;
 - b. A description of all adverse acts that the student asserts the Principal and/or School staff at the Principal’s direction took against the student because the student participated in student-led protests or otherwise complained about policies that the student viewed as discriminatory based on sex. Specifically, the student will state whether the student alleges that because of his/her opposition to the policies, the Principal and/or School staff:
 - i. threatened the student with expulsion;

- ii. threatened, or actually denied the student, benefits available to other students, such as scholarship opportunities and membership in the National Honor Society (NHS); and/or
- iii. prohibited the student from participating as Local School Council (LSC) student representative, from attending field trips, and/or from any other activities available to other students.

REPORTING REQUIREMENT: By September 30, 2019, the District will provide to OCR documentation of the notice it sent to School students in accordance with Item #2.

3. By December 31, 2019, the District will assign an OSP investigator(s) to investigate all complaints submitted to the OSP as a result of the letter the School sent pursuant to Item 2 of this Agreement. For each student who submits a complaint to the OSP the District will determine the following:
 - a. Whether the student was retaliated against by the Principal and/or School staff;
 - b. If the District determines that the student was retaliated against, it will then determine what, if any, compensatory benefits or remedies the student needs and offer to provide those benefits or remedies to the student; and
 - c. In the event that the District determines that the student was retaliated against by a School staff member other than the Principal, the District will provide training to the School staff member on the District's policy against retaliation and the Title IX prohibition against retaliation similar to the training provided to the Principal pursuant to Item #1 of this Agreement.

REPORTING REQUIREMENT: By January 31, 2020, the District will provide to OCR documentation of its investigation of each complaint of retaliation filed with OSP, including the complete investigative file, of all letters it sent to each student who filed complaints to notify him/her of the outcome of the investigation, of any benefits or remedies offered to the complaining students in accordance with Item #3, and of the training it provided pursuant to Item #3c, including the date(s) of the training(s), the name(s) and title(s) of the trainer(s), a copy of any materials used or distributed during the training, and proof that the School staff member who engaged in the retaliatory conduct attended 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, if necessary, 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 the Agreement, OCR will close the 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 sixty (60) calendar days to cure the alleged breach.

For the District

Date